

UNIVERA, INC. AND UNIVERA CANADA, LTD. POLICIES AND PROCEDURES

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1. INTRODUCTION

1.1 Mutual Commitment Statement

Univera, Inc. and Univera Canada, Ltd. (collectively “Univera”) look forward to a long-term and mutually rewarding relationship with each of its independent distributors (“Associates” or, collectively, the “Field”) and Customers. Univera recognizes that without happy, loyal, and successful Field Associates, Univera could not exist for very long. Likewise, without a well-run and profitable Company, the Field would not have a solid long-term business opportunity or the products to set itself apart from, and above, the rest of the industry.

- A.** In the spirit of mutual respect and understanding, Univera commits to:
- i.** Provide prompt, professional and courteous service to all of its Associates and Customers.
 - ii.** Provide the highest quality products, at fair and reasonable prices.
 - iii.** Credit or refund the purchase price of any returned Univera product as provided in our Return Policy.
 - iv.** Ship orders promptly and accurately.
 - v.** Pay commissions accurately and on a timely basis.
 - vi.** Expedite orders or checks if an error or unreasonable delay occurs.
 - vii.** Roll out new products and programs with Field input and planning.
 - viii.** Implement changes in the Compensation Plan or Policies and Procedures that affect the Field with input from the Field.
 - ix.** Support, protect and defend the integrity of the Univera Business Opportunity.
 - x.** Offer Associates an opportunity to grow with Univera, with such growth guided by the principles of Servant Leadership.
 - xi.** Provide timely and accurate communications to its Associates and Customers.
- B.** In return, Univera expects that its Associates will:
- i.** Conduct themselves in an honest, courteous, and considerate manner.
 - ii.** Work with Univera in a courteous, constructive manner that is not disruptive or belittling.
 - iii.** Present Univera Corporate and product information in an accurate and professional manner.
 - iv.** Not state or imply that Univera products will diagnose, treat, cure, or prevent any disease.
 - v.** Present the Compensation Plan and Return Policy in a complete and accurate manner.
 - vi.** Not make exaggerated income claims.
 - vii.** Make reasonable efforts to support and train Associates and Customers in their Downteam.

- viii. Not engage in cross-line recruiting, unhealthy competition or unethical business practices.
- ix. Provide positive guidance and training to Associates and Customers in their Downteam while exercising caution to avoid interference with other Downteams. As such, an Associate is discouraged from providing cross-line training to an Associate or Customer in a different organization without first obtaining consent of the Associate's or Customer's Upteam Diamond.
- x. Support, protect, and defend the integrity of the Univera Business Opportunity
- xi. Accurately complete and submit the Associate Agreement and any requested supporting documentation in a timely manner.
- xii. Embrace and practice the principles of Servant Leadership in their relationships with Customers, other Associates and Univera.

1.2 Univera Policies and Compensation Plan Incorporated into the Associate Agreement

- A. These Policies and Procedures, as they may be amended by Univera from time to time, are incorporated into, and form an integral part of, the Associate Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Associate Agreement, these Policies and Procedures, and the Univera Compensation Plan.
- B. It is the responsibility of the sponsoring Associate to provide the most current version of these Policies and Procedures (available on the Univera Web site) and the Univera Compensation Plan to each applicant prior to his or her execution of an Associate Agreement.
- C. **Univera and its Associates recognize that many individual participants in a Univera business ("Participant") participate as a corporation, LLC, partnership, trust or other business entity. As a condition of participating in a Univera business and owning or participating in the ownership, management or operation of a Univera business and in recognition of the benefits Univera provides to such businesses, each such Participant who receives monetary consideration from awards, trips or recognition from Univera including without limitation, incentive trips, airfare, travel reimbursement and bonus awards, shall be bound by these Policies and Procedures in his or her individual capacity and, by his or her continued participation in such Univera business, agrees to be so bound. The actions or misconduct of any such Participant shall be imputed to the Univera Associate and each Univera Associate shall be responsible for all Participants associated with it and the conduct of its Univera Business.**
- D. In the absence of a valid Associate Agreement, an Associate that receives a commission payment or receives other monetary consideration from Univera, certifies that he or she has read, understood and agrees to abide by the terms and conditions of (i) the Univera

Associate Agreement; (ii) these Policies and Procedures, including the Arbitration provision set forth in Section 15.2; and (iii) the Compensation Plan.

1.3 Purpose of Policies

- A.** Univera is a direct sales company that markets products and services through independent distributors referred to as Associates. To clearly define the relationship that exists between each individual Associate and Univera, and to explicitly set a standard for acceptable business conduct, Univera has established these Policies and Procedures.
- B.** Univera Associates are required to comply with (i) all of the terms and conditions set forth in the Agreement, which Univera may amend in its sole discretion; (ii) all federal, state, provincial, territorial, and local laws governing his or her Univera business; and (iii) these Policies and Procedures.
- C.** Univera Associates must review the information in these Policies and Procedures carefully. Should an Associate have any questions regarding a policy or rule, the Associate is encouraged to seek an answer from his or her Sponsor or any other Upteam Associate. If further clarification is needed, the Associate may contact Univera Customer Care.

1.4 Changes, Amendments, and Modifications

- A.** Univera reserves the right to amend or modify these Policies and Procedures, or change its prices at any time. By signing the Associate Agreement, or by accepting commission payments or awards from Univera, an Associate specifically agrees to abide by these Policies and Procedures and all such changes, amendments, or modifications.
- B.** Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
 - i.** posting on the official Univera Web site;
 - ii.** electronic mail (e-mail); or
 - iii.** in writing through the Univera Corporate newsletters or other official communications.

1.5 Delays

Univera shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire and weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective as of August 22, 2011 and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and

Procedures”), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

2. BASIC PRINCIPLES

2.1 Becoming an Associate

- A.** To become an Associate, an applicant must comply with the following requirements:
 - i.** Be of the age of majority (not a minor) in his or her state or province of residence.
 - ii.** Reside or have a valid address in the United States, a U.S. territory, or Canada.
 - iii.** Have a valid Social Security Number, Federal Tax ID Number, or Social Insurance Number.
 - iv.** Purchase a Univera Associate Starter Kit (except to the extent that such purchase is not applicable under local law, such as in North Dakota).
 - v.** Submit a properly completed and signed Associate Agreement to Univera. Until Univera receives a signed Associate Agreement, Univera reserves the right to withhold commission payments otherwise due to any Associate.
 - vi.** Have a Univera Sponsor.
 - vii.** Not be a Univera employee, the Spouse of a Univera employee or related to an employee of Univera and living in the same household as such Univera employee.

2.2 New Associate Registration by Internet, Fax, Mail or Telephone

- A.** A potential new Associate may self-enroll on the Sponsor’s Premiere Web site. In such event, instead of a physically signed Associate Agreement, Univera will accept the Web enrollment and Associate Agreement by accepting the “electronic signature” stating the new Associate has accepted the terms and conditions of such Associate Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Associate and Univera.
- B.** The Sponsor or the new Associate may call Univera Customer Care during regular business hours to receive a Univera Identification Number (UIN), which will be used to place orders, structure organizations, and track commissions and bonuses.
- C.** Enrollments made by phone or on behalf of the new Associate, through the Sponsor’s Univera Associate Office, will require the submission of a physically signed Associate Agreement.
- D.** Univera reserves the right to require signed paperwork for any account, regardless of origin.
- E.** The signed Associate Agreement must be received by Univera within 2 days of enrollment.

- F. Signed documents, including but not limited to Associate Agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Associate's distributorship.

2.3 Rights Granted

- A. Univera hereby grants to the Associate a non-exclusive right, based upon the terms and conditions contained in the Associate Agreement and these Policies and Procedures, to:
 - i. Purchase Univera products;
 - ii. Promote and sell Univera products; and
 - iii. Sponsor new Associates and Customers in the United States and its territories, Canada, and in countries where Univera may become established after the effective date of these Policies and Procedures.

2.4 Identification Numbers

- A. Each Associate is required to provide his or her **Social Security Number, Social Insurance Number or Federal Tax Identification Number** to Univera on the Associate Agreement. Univera reserves the right to withhold commission payments from any Associate who fails to provide such information or who provides false information.
- B. Upon enrollment, Univera will provide a Univera Identification Number to the Associate or Customer. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the Associate Agreement

- A. All Associate Agreements are subject to an annual renewal. The term of the Associate Agreement is one year from the end of the month in which it is accepted by Univera. Associates must renew their Associate Agreement each year by paying an annual renewal fee of \$20 during their anniversary month.
- B. The annual renewal fee will be charged automatically to the credit card associated with the Associate's Convenience Plan. The annual renewal fee will be added to the Associate's Convenience Plan order for such Associate's anniversary month .
- C. In cases where there is no Convenience Plan on file, no invoice will be mailed. It is the Associate's responsibility to contact Customer Care to pay the annual renewal fee during such Associate's anniversary month.
- D. If the renewal fee is not paid within one month after the expiration of the current term of the Associate Agreement, the Associate Agreement will be cancelled and an Associate will be

converted to “Customer” status and will not receive commissions. The Associate will lose any and all rights to his or her Downteam organization unless the former Associate re-applies within two months following the expiration of the Associate Agreement

- E.** If the former Associate re-applies within two months following the expiration of the Associate Agreement, the Associate will resume the rank and position held immediately prior to the expiration of the Associate Agreement. The Associate is not eligible to receive commissions for the time that the Associate Agreement was expired.
- F.** Any former Associate who returns inventory or sales aids to Univera after the expiration of the Associate Agreement is not eligible to re-apply for a Univera business for 12 months following the expiration of the Associate Agreement.
- G.** The Downteam of the expired distributorship will roll up to the immediate, active Upteam Sponsor and Placement Associate.

2.6 Restrictions on Ownership Interests

- A.** An Associate may operate or have an ownership interest, as a sole proprietorship, partner, shareholder, LLC member, trustee or beneficiary, in only one Univera business. Subject to the provisions on inheriting or purchasing a Univera business, and Section 2.6 B below, no individual may have, operate or receive compensation from more than one Univera business.
- B.** Individuals of the same family unit, sharing the same household, may not enter into or have an interest in more than one Univera business. A “family unit” is defined as Spouses (as defined in paragraph C below) and dependent children living at or doing business at the same address. However, if two people who own separate independent Univera businesses thereafter marry, each may retain ownership of his or her separate businesses.
- C.** In order to maintain the integrity of the Univera Compensation Plan, husbands and wives or common-law couples (“Spouses”) who wish to become Univera Associates must be jointly sponsored as one Univera business.
- D.** Spouses, regardless of whether one or both are signatories to the Associate Agreement, may not own or operate any other Univera business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, LLC member, trustee, trust beneficiary, or any other legal or equitable ownership) in the ownership or management of another Univera business in any form unless they owned such separate business prior to being married.
- E.** Duplicate or dual accounts, whether created by a Spouse, a Sponsor or placed by Web order, will be merged by Univera. The single, combined account will reflect the original ID number if the Sponsor/Placement designation on the second account differs from the original. Such adjustments will be made at the discretion of Univera. The second Sponsor/Placement Associates will not receive credit or bonuses for orders that were placed on the duplicate account in the month that it was merged or thereafter. Univera

may, at its discretion, recoup any bonuses paid to duplicate accounts or offset the amount against any future bonuses.

2.7 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity”) may apply to be a Univera Associate by submitting its Certificate of Incorporation, Articles of Agreement, Partnership Agreement, Operating Agreement, or appropriate trust documents to Univera, along with a properly completed Business Entity Registration form.
- B. The Business Entity Registration form must be signed by all of the owners, officers, shareholders, directors, members, partners, trustees, or sole proprietor of an entity. Members of the entity are jointly and severally liable for any indebtedness or other obligation owed to Univera.
- C. Each owner, officer, shareholder, director, member, partner, trustee, or sole proprietor of the Business Entity is personally and individually bound to and must comply with the terms and conditions of (i) the Univera Associate Agreement; (ii) these Policies and Procedures, including the Arbitration provision set forth in Section 15.2; and (iii) the Compensation Plan. All actions of a Participant (as defined in Section 1.2) in any such Business Entity shall be imputed to such Business Entity and such Business Entity shall be bound by the action of each such Participant as if the actions of such Participant were the actions of the Business Entity.
- D. A Univera business may change its status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.
- E. There is no charge for the first name change. For each subsequent name change, Univera reserves the right to assess a \$20 fee which must be included along with a written request for such change and a new signed Associate Agreement.

2.8 Independent Business Relationship; Indemnification for Actions

- A. The Associate is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Associate’s success depends on his or her independent efforts.
- B. The agreement between Univera and its Associates does not create an employer/employee relationship, agency, partnership, or joint venture between Univera and the Associate.
- C. An Associate shall not be treated as an employee of Univera for any purposes, including, without limitation, for federal, state, or provincial tax purposes. All Associates are responsible for paying local, state, provincial, and federal taxes due from all compensation earned as an Associate of Univera. Any other compensation received by Associates from Univera will be governed by applicable U.S. or Canadian tax laws (or the tax laws of any other applicable jurisdiction). **The Associate has no express or implied authority to bind Univera to any obligation or to make any commitments by or on behalf of**

Univera. Each Associate shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the terms of the Associate Agreement, these Policies and Procedures and applicable state, federal and provincial laws.

- D. The Associate is fully responsible for all of his or her verbal and written communications made regarding Univera products, services, and the Compensation Plan that are not expressly contained in official Univera materials. Associates shall indemnify and hold harmless Univera, its directors, officers, employees, and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Univera as a result of the Associate's unauthorized representations or actions. This Provision shall survive the termination of the Associate Agreement.

2.9 Insurance

- A. **Business Pursuits Coverage.** Univera encourages Associates to arrange insurance coverage for their business. A homeowner's insurance policy **does not** cover business-related injuries, or the theft of, or damage to inventory or business equipment. Associates need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.
- B. **Product Liability Insurance.** Univera maintains a comprehensive liability insurance policy that protects Univera and Associates in the event of a claim, action, or lawsuit resulting from a defect in a Univera product. Associates must immediately notify Univera in writing of any claim, action or lawsuit alleging any kind of injury or damage and naming the Associate or Univera for which Associate is seeking a defense or indemnification of loss. No coverage is available to any Associate who settles a claim, action or lawsuit without the prior written consent of Univera and its insurance company. Coverage to an Associate under this liability insurance policy does not extend to activities of the Associate which are determined by Univera or a competent third-party, jury, judge, mediator or arbitrator to be in violation of the Univera Policies and Procedures, or acts that are unlawful, unethical, or in any way based on fraud, misrepresentation or deceit, nor does it cover an Associate's negligence, misconduct or false representation of or false claims with respect to Univera products. A product "defect" will be determined by Univera, or a jury, judge, mediator or arbitrator.
- C. Univera does not disclose the name of its insurance company, policy number, or the amount of liability coverage unless such information is needed for a current or ongoing claim, action or lawsuit that involves Univera. Univera's insurance policy **does not** cover Associates; it only covers Univera products.

2.10 Training

Associates shall be eligible to receive training, provided by their Upteam and Univera, regarding products and business building information, including but not limited to videos, audio cassettes, the Univera Web site, training seminars and events sponsored by Univera or by other organizations, at Univera's discretion.

2.11 Requests for Records

- A.** As a service to Associates who do not wish to utilize the Associate Office, Univera will provide copies of invoices, applications, business reports, or other records upon request. A minimum fee of \$20 or \$1 per page, whichever is greater, will apply in such instances. Univera reserves the right to waive any fees.
- B.** Downteam reports are available at www.univeraoffice.com as a free service for all Associates.

2.12 Errors or Questions

If an Associate has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Associate must notify Univera in writing within 30 days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived by the Associate.

3. ASSOCIATE RESPONSIBILITIES

3.1 Correct Addresses

- A.** It is the responsibility of the Associate or Customer to make sure Univera has the correct shipping address before any orders are shipped.
- B.** An Associate planning to move needs to send his or her new address and telephone numbers to Univera Customer Care. If more than one change of address notice has been submitted to Univera, the most recent one will supersede any previous notices or Agreements.
- C.** An Associate or Customer will need to allow up to 30 days for processing after the notice of address change has been received by Univera.
- D.** An Associate or Customer may be assessed a \$20 fee plus shipping and handling for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

- A. Any Associate who sponsors another Associate into Univera must perform an authentic assistance and training function to ensure his or her Downteam is properly operating his or her Univera business. Sponsoring Associates should have ongoing contact and communication with the Associates in their Downteam organizations. Examples of communication may include but are not limited to: newsletters, written correspondence, telephone, contact, team calls, voice-mail, e-mail, personal meetings, accompaniment of Downteam Associates to Univera meetings and training sessions and any other related functions.
- B. A Sponsoring Associate should monitor the Associates in his or her Downteam organizations to ensure that Downteam Associates do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Associate should be able to provide documented evidence to Univera of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- C. Upteam Associates are encouraged to motivate and train new Associates about Univera products, effective sales techniques, the Univera Compensation Plan and compliance with Company Policies and Procedures.
- D. As an Associate progresses through the various levels of leadership, he or she may become more experienced in sales techniques, product knowledge and understanding of the Univera program. With this in mind, he or she will be called upon to share this knowledge with less experienced Associates within their organizations. Univera expects Associates at the highest ranks (i.e., Gold, Platinum, Emerald, Diamond and above) to exhibit exemplary behavior in their roles as Field Leaders.
- E. Regardless of their level of achievement, Associates are encouraged to continue to promote sales through the recruitment of new Associates and Customers and through serving their existing organization.
- F. Person-to-person selling is a required activity in Univera and must be emphasized in all recruiting presentations.

3.3 Constructive Criticism; Ethics

- A. Univera desires to provide its independent Associates with the best products, Compensation Plan, and service in the industry. Accordingly, Univera values constructive criticism and encourages the submission of written comments addressed to Univera Customer Care. Additionally, all Associates are encouraged to participate in the Customer Satisfaction survey conducted on a quarterly basis by Univera Customer Care.
- B. Negative and disparaging comments about Univera, its products or Compensation Plan, by Associates made to Univera, in the Field or at Univera meetings or events, or disruptive behavior at Univera meetings or events, serve no purpose other than to dampen the enthusiasm of other Associates. Associates must not belittle Univera, other Univera

Associates, Univera products, the Compensation Plan, or Univera directors, officers, or employees. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Univera.

- C.** Univera endorses the following code of ethics:
 - i.** An Associate must show fairness, tolerance, and respect to all people associated with Univera, regardless of race, gender, social class or religion, thereby fostering an “open atmosphere” of teamwork, good morale and community spirit.
 - ii.** An Associate shall strive to resolve business issues, including situations with Upteam and Downteam Associates, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
 - iii.** Associates must be honest, responsible, and professional and conduct themselves with integrity.
 - iv.** Associates shall not make disparaging statements about Univera, other Associates, Univera employees, products, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.
- D.** Univera is a member of the Direct Selling Association (DSA) and abides by the DSA Code of Ethics published at www.dsa.org.
- E.** Univera may take appropriate action against an Associate if it determines, in its sole discretion, that an Associate’s conduct is detrimental, disruptive, or injurious to Univera or to other Associates.

3.4 Reporting Policy Violation

- A.** An Associate who observes a policy violation by another Associate and chooses to report it should submit a written letter (e-mail will not be accepted) of the violation directly to the Univera Compliance Department. The letter shall set forth the details of the incident as follows:
 - i.** The nature of the violation;
 - ii.** Specific facts to support the allegations;
 - iii.** Dates;
 - iv.** Number of occurrences;
 - v.** Persons involved; and
 - vi.** Supporting documentation
- B.** Once the matter has been presented to Univera, it will be researched thoroughly and appropriate action will be taken.
- C.** This section refers to the general reporting of policy violations as observed by other Associates in the mutual effort to support, protect, and defend the integrity of the Univera business and opportunity. If an Associate has a grievance or complaint against another Associate which directly relates to his or her Univera business, the procedures set forth in Section 15.1 must be followed.

3.5 Sponsorship

- A. The Sponsor is the person who introduces an Associate or Customer to Univera, helps them complete their enrollment, and supports and trains those in their Downteam.
- B. Univera recognizes the Sponsor as the name(s) shown on the first:
 - i. Physically signed Associate Agreement on file; or
 - ii. Electronically signed Associate Agreement from a Premiere Web site or the official Univera Web site at www.univera.com
- C. An Associate Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Univera.
- D. Univera recognizes that each new Prospect has the right to ultimately choose his or her own Sponsor, but Univera will not allow Associates to engage in unethical sponsoring activities as set forth in Section 13.8.
- E. All active Associates in good standing have the right to Sponsor and enroll others into Univera. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Associate will approach the same Prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Associate who presented a comprehensive introduction to Univera products or business opportunity.
- F. A **Protected Prospect** is a guest of any Univera Associate or Customer who attended a Univera event or conference call. For 60 days following the event, a Protected Prospect cannot be solicited or sponsored by any other Associate who attended the same event. A Univera event can be defined as the following:
 - i. Any Univera training session;
 - ii. Conference call;
 - iii. Fly-in meeting; or
 - iv. Presentation, including but not limited to a Univera at-Home presentation, whether sponsored by Univera, an Associate, a Customer, or an agent or agency designated by Univera.
- G. **Speakers** - Any Associate who speaks at a Univera event, whether Corporate sponsored or Associate sponsored, is not eligible to become the Sponsor of any guest attending the event for a period of 12 months following the event, unless the speaker personally invited the guest.

3.6 Cross Sponsoring Prohibition

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual or business entity that already has a signed Associate Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Univera, sanctions up to and including termination of an Associate’s distributorship may be imposed.

- B. The use of a Spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.
- C. This policy does not prohibit the transfer of a Univera business in accordance with Univera Sale or Transfer policy set forth in Section 13.9.

3.7 Adherence to the Univera Compensation Plan

- A. An Associate must adhere to the terms of the Univera Compensation Plan as set forth in these Policies and Procedures as well as in official Univera literature. Deviation from the Compensation Plan is prohibited.
- B. An Associate shall not offer the Univera opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Univera literature.
- C. An Associate shall not require or encourage a current or prospective Customer or Associate to participate in Univera in any manner that varies from the Compensation Plan as set forth in official Univera literature.
- D. An Associate shall not require or encourage a current or prospective Customer or Associate to make a purchase from or payment to any individual or other entity as a condition to participating in the Univera Compensation Plan, other than such purchases or payments required to naturally build their business.

3.8 Adherence to Laws and Ordinances

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Associates because of the nature of the business. However, Associates must check their local laws and obey the laws that do apply to them.
- B. An Associate shall comply with all federal, state, provincial and local laws and regulations in the conduct of his or her Univera business.

3.9 Compliance with Applicable Income Tax Laws

- A. Univera will send a 1099 Miscellaneous Income Tax form (non-employee compensation) to each US Associate whose earnings for the year were at least \$600 or who has purchased more than \$5,000 of Univera products for resale or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Associate, and a minimum charge of \$20 may be assessed by Univera. Form T4A, a Statement of Pension, Retirement, Annuity and other Income will be sent to Canadian Associates who earned C\$500 or more, or who received trips, prizes, or awards valued at C\$500 or more. Canadian Associates who are Residents of the Province of Quebec with annual taxable earnings will receive a Relevé 1 form.

.Associates are responsible for the payment of taxes on these trips, prizes, or awards provided to them by Univera.

- B.** An Associate accepts sole responsibility for and agrees to pay all federal, state, provincial and local taxes on any income generated as an independent Associate, and further agrees to indemnify Univera from any failure to pay such tax amounts when due.
- C.** If an Associate's business is tax exempt, the Federal Tax Identification number must be provided to Univera in writing.
- D.** Univera encourages Associates to consult with a tax advisor for additional information for their business.

3.10 Solicitation for Other Companies or Products

- A. An Associate must not sell or entice others to sell any competing products or services**, including training materials, to Univera Customers or Associates. Any product or service in the same category as a Univera product or service is deemed to be competing (i.e., any dietary supplement is a competing product, regardless of differences in cost, quality, ingredients or nutrient content). This provision does not apply where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons).
- B. An Associate may sell non-competing products or services** to Univera Customers and Associates that they **personally sponsored**.
- C.** A Univera Associate **may participate** in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities; provided, however, that as long as you are a Univera Associate **you may not recruit any Univera Associate or Customer** for any other direct sales or network marketing business.
- D.** The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Univera Associate or Customer to enroll or participate in any other direct sales or network marketing opportunity.
- E.** An Associate may not offer any non-Univera opportunity, products or services at any Univera related meeting, seminar or convention, or immediately following a Univera event.
- F.** Univera Blue Diamonds, Diamonds, Emeralds and Car Qualified Platinums are looked to by the Field for guidance and Univera holds them to the highest standards. Therefore, any Blue Diamond, Diamond, Emerald or Car Qualified Platinum who is participating directly or indirectly (e.g., influencing or attempting to influence through a third party) in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities ("MLM"), will not be eligible for on-stage recognition, recognition

pieces, opportunities to teach at Field and corporate sponsored events, the Univera car program, promotional pay, or prizes and trips, including Diamond Club.

- G.** A Platinum, Diamond or Blue Diamond's use of a Spouse's or relative's name, by a Blue Diamond, Diamond or Platinum, or use of any member of that Associate's immediate household, or a separate corporate or partnership entity or any assumed name, trade name, trust, or fictitious ID number to evade or circumvent the above policies is not permitted.
- H.** Univera shall waive the provisions of 3.10 F if an Associate provides Univera with evidence that (i) prior to becoming a Univera Associate they were acting as an independent distributor, employee, executive, or consultant to or on behalf of another MLM company; or (ii) prior to the effective date of this policy, the Associate was acting as an independent distributor, employee, executive, or consultant to or on behalf of another MLM company. It is the responsibility of the Associate to submit a written request to Compliance at the time of enrollment and no later than sixty (60) days of the effective date of this policy to be eligible for a waiver.
- I.** As a condition of participating in the Univera opportunity and in consideration of receipt of commissions and other bonuses from Univera, any Associate at the Platinum level or below may not recruit any Univera Associate or Customer for another direct selling, multi-level, network marketing, or relationship marketing company for a period of six months following the termination, expiration, or cancellation of the Associate Agreement and termination of such Associate's Univera distributorship.
- J.** As a condition of participating in the Univera opportunity and in consideration of receipt of commissions and other bonuses from Univera, any Associate having attained the Car Qualified Platinum level or above may not recruit any Univera Associate or Customer for another direct selling, multi-level, network marketing, or relationship marketing company for a period of one year following the termination, expiration, or cancellation of the Associate Agreement and termination of such Associate's Univera distributorship.
- K.** An Associate may not display or bundle Univera products or services in sales literature, on a Web site or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Associate into believing there is a relationship between the Univera and non-Univera products and services
- L.** A violation of any of the provisions in this Section 3.10 shall constitute unreasonable and unwarranted contractual interference between Univera and its Associates and would inflict irreparable harm on Univera. In such event, Univera may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Associate or such Associate's distributorships, or seek immediate injunctive relief without the necessity of posting a bond.

3.11 Presentation of the Univera Opportunity

A. In presenting the Univera opportunity to potential Customers and Associates, an Associate is required to comply with the following provisions:

- i. An Associate shall not misquote or omit any significant material fact about the Compensation Plan.
- ii. An Associate shall make it clear that the Compensation Plan is based upon sales of Univera product and not merely upon the sponsoring of other Associates.
- iii. An Associate shall make it clear that success can be achieved only through substantial independent efforts.
- iv. **An Associate shall not make income projections, claims, or guarantees while presenting or discussing the Univera opportunity or Compensation Plan to prospective Associates or Customers.**
- v. An Associate may use hypothetical income examples to explain the operation of the Compensation Plan, so long as it is made clear that such earnings are hypothetical.
- vi. An Associate may not make any claims as to therapeutic, curative or beneficial properties of any products offered by Univera, except those contained in official Univera literature. **In particular, no Associate shall make any claims or imply that Univera products are intended to diagnose, treat, cure or prevent any disease.** Not only are such claims in violation of Univera policies, they could also possibly violate federal and state laws and regulations, including those of the Federal Food, Drug, and Cosmetic Act, the Federal Trade Commission Act., the Food and Drugs Act and Regulations, and the Natural Health Products Regulations (Health Canada).
- vii. An Associate may not use official Univera material to promote the Univera business opportunity in any country where Univera has not established a “presence.”

3.12 Holding Applications or Orders

An Associate must not manipulate enrollments of new applicants and purchases of products. All Associate Agreements, Advantage Customer Program Agreements, and product orders must be submitted to Univera within 2 business days from the time an Agreement is signed or an order is placed.

3.13 Sales Requirements are Governed by the Compensation Plan

A. The Univera Compensation Plan is based upon the sale of Univera products and services to end consumers. Associates must fulfill personal and Downteam organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

- B.** The following sales requirements must be satisfied for an Associate to be eligible for commissions:
- i.** An Associate must satisfy the PV (Personal Volume) and GV (Group Volume) requirements to achieve his or her paid-as rank as shown in the Univera Compensation Plan.
 - ii.** “Personal Volume” is defined as purchases made by the Associate as an end-consumer. “Group Volume” includes Personal Volume and the total volume of all Associates and Customers in the Associate’s organization.
 - iii.** Associates may purchase Univera products and then re-sell them at any price they choose. Univera will provide suggested selling prices.
 - iv.** There are no exclusive territories granted to anyone. No franchise fees are applicable to a Univera business.

3.14 Prohibited Purchases

- A.** An Associate is not required to carry an inventory of products or sales aids.
- B.** Univera prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for commissions, bonuses or advancement in the Compensation Plan. Associates may not purchase more inventory than they can re-sell or consume in 3 months, nor may they encourage others to do so. Univera reserves the right to verify Associate resale of product inventory and inspect documentation of Customer sales.
- C.** An Associate may not purchase more than \$5,000 in products or services per month unless he or she can certify, in writing, to Univera that he or she has pending retail orders in excess of that amount, or provide Univera with other written reasons as to why such a purchase is necessary. In such an event, the Associate shall be required to provide written records of all such retail sales at the written request of Univera.
- D.** **An Associate certifies with each new product order that such Associate has sold or consumed a minimum of 70% of all product purchased in prior orders.**

4. ORDERING

4.1 General Order Policies

- A.** Univera recognizes that sometimes in order to provide quality customer service an Associate may wish to place orders for his or her Downteam on the Downteam's account. However, to reduce the costs due to returned shipments, and prevent the abuse of unauthorized orders by third parties, a penalty of \$20 may be assessed to the Associate placing such unauthorized order for the 1st violation. The fee for the 2nd violation on the same account will be \$100. The 3rd violation on the same account will result in the loss of all rights to use such Downteam account.
- B.** An Associate shall not use another Associate's or Customer's credit card or debit checking account to enroll in Univera or purchase products without the account holder's written permission. Such documentation must be kept by the Associate in his or her own file.
- C.** An Associate may not use his or her Downteam's accounts for self-gain or any other improper reason, including without limitation, ordering products on another's account to qualify for commissions, bonuses, price discounts or rank advancement. Such manipulation of the Compensation Plan is prohibited and Univera may, in its sole discretion, recoup any payments or commissions and impose other disciplinary sanctions it deems necessary if it determines that an Associate's conduct is in violation of this provision.
- D.** Regarding an order with an invalid or incorrect payment, Univera will attempt to contact the Associate by phone or mail in order to obtain another form of payment. If these attempts are unsuccessful after 10 business days, the order will be cancelled.
- E.** No C.O.D. (cash on delivery) orders will be accepted.
- F.** If an Associate wants to move an order from the Associate's account or a Downteam's account to another Downteam's account, he or she must have prior written authorization of all parties involved. Univera will charge the Associate a \$20 fee to process the move.
- G.** If an Associate chooses to move payment from one credit card to another, such Associate must have prior written authorization of all parties involved. Univera will charge the Associate a \$20 fee to process the payment change.
- H.** All faxed orders are accepted until midnight, Pacific Time, on the last business day of the month.
- I.** Prices are subject to change without notice.
- J.** An Associate or Customer who is a recipient of a damaged or incorrect order must notify Univera within 30 calendar days from receipt of the order and follow the procedures set forth in Section 7.5.

4.2 Insufficient Funds

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the Associate or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to Univera by an Associate for NSF (non sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by Univera from an Associate's future bonus and commission payments.
- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Associate, constitute grounds for disciplinary sanctions.

4.3 Sales Tax Obligation

- A. The Associate shall comply with all state and local taxes and regulations governing the sale of Univera products. All Univera products, literature, and Univera Associate Starter Kits are subject to the sales tax in the state, county, city, province or territory that levies such tax.
- B. Univera will collect and remit sales tax on Associate orders unless an Associate furnishes Univera with the appropriate Resale Tax Certificate form. When orders are placed with Univera, sales tax is prepaid based upon the purchase price. Univera will remit the sales tax to the appropriate state and local jurisdictions. The Associate may recover the sales tax when he or she makes a sale. Associates are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. Univera encourages each Associate to consult with a tax advisor for additional information for his or her business.

4.4 Convenience Plan Orders

- A. Customer and Associate Convenience Plan Agreements must be submitted to Univera within 2 business days of enrollment.
- B. At least one Convenience Plan order must ship to obtain Customer Advantage Program benefits or wholesale pricing.
- C. Convenience Plan orders may be delayed up to 2 months; further delay will cause future orders to be charged at non-convenience plan prices.
- D. Changes to or cancellation of Convenience Plan orders require 15 days written notice and must include name, Univera ID, signature.
- E. Convenience Plan orders are not available for pick up at the Univera Store.
- F. In the event that Univera decides to discontinue a product contained in a Convenience Plan order, Univera will use its best efforts to provide a product cancellation notice to the Advantage Customer or Associate at least 30 days in advance. Such notices will be provided by official Univera newsletters or communications in written or electronic form.

- G. In the event that Univera backorders a product that is contained in a Convenience Plan order, Univera will notify the Advantage Customer or Associate in writing, on the order invoice.
- H. If a credit card order or automatic debit is declined the first time, the Advantage Customer or Associate will be contacted for an alternate form of payment. If payment is declined a second time, the Advantage Customer or Associate may be deemed ineligible for the Convenience Plan at the discretion of Univera.
- I. If delivery of a Convenience Plan order is refused, Univera may immediately cancel the Advantage Customer's or Associate's Convenience Plan and all future orders may be charged at the non-convenience plan price.

5. PAYMENT OF COMMISSIONS, REBATES AND BONUSES

5.1 Bonus and Commission Qualifications

- A. An Associate must be active and in compliance with Univera Policies and Procedures to qualify for bonuses and commissions. So long as an Associate complies with the terms of the Agreement, Univera shall pay commissions to such Associate in accordance with the Compensation Plan.
- B. Univera reserves the rights to withhold a commission payment otherwise due an Associate without the receipt of a completed and signed Associate Agreement or electronic authorization as required by Section 2.2 A.
- C. Univera reserves the right to postpone commission payments until such time the cumulative amount exceeds \$25.

5.2 Computation of Commissions, Discrepancies, and Schedule of Fees

- A. To receive Sales Volume credit toward compensation for a given volume period, orders must reach Univera (including all fax, telephone, mail and Internet orders) by midnight, Pacific Time on the last day during which Univera is open to receive and process the request for that given period. Orders must be paid in full to be considered for compensation.
- B. Commissions, overrides, and achievement levels are calculated on a calendar month. Monthly commissions are paid the 20th of the month, following receipt of a qualifying order. However, if the 20th falls on a weekend or holiday, the commission payment will be paid on the last business day before the 20th of the month. Please allow 5 business days for checks to arrive.
- C. An Associate must review his or her monthly statement and bonus summary reports promptly and report any discrepancies within 30 days of receipt. **After the 30 day "grace period" no additional requests will be considered for commission recalculation.**

D. For additional information on payment of commissions, please review the Compensation Plan. .

E. Schedule of Fees

- i. **Commission check processing fee - \$3.00**
- ii. Commission check reissue - \$20
- iii. Commission check hold - \$20
- iv. Special/emergency handling - \$20, plus shipping expense
- v. Returned / NSF check - \$35
- vi. Un-cashed Commission check voided after 90 days - \$20
- vii. Annual un-cashed Commission check record retention- \$20

5.3 Adjustments to Bonuses and Commissions for Returned Products

- A. An Associate receives bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to Univera for a refund or is repurchased by Univera, the bonuses and commissions attributable to the returned or repurchased products will be deducted from the Associate who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.
- B. In the event that an Associate terminates his or her distributorship, and the amounts of the bonuses or commissions attributable to the returned products have not yet been fully recovered by Univera, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Univera to the terminated Associate.

5.4 Promotion and Incentive Trips

To encourage exceptional performance by Associates, Univera will provide award incentive programs in the form of getaway trips, seminars or other company-sponsored events. Invitations to attend such events will be limited to two individuals per distributorship, unless expressly stated otherwise. Entities that own a distributorship, such as partnerships or corporations, with more than two individual owners must inform Univera of the two designated individuals to receive invitations. In addition, unless otherwise stated in the program announcement or program rules, such entities may purchase attendance, at Univera's cost, for up to 2 additional owners, subject to space availability.

6. ASSIGNMENT OF LEADS

6.1 Assignment of Leads

Every attempt will be made by Univera to assign a person who inquires about the business opportunity or products to the specific Associate who may have referred or provided information about Univera. If a relationship or association with a specific Associate cannot be determined, information about the person will be distributed to currently qualified Gold Associates, with valid e-mail addresses on file, according to geographic proximity. In the event that more than one potential Sponsor is identified, the new Sponsor will be chosen and assigned at random as fairly as possible. Univera reserves the right to make final judgments in positioning leads.

7. RETURN POLICY

7.1 Customer 90-Day Guarantee

All Customers and Advantage Customers with Univera have a 90-day, 100% money back guarantee on any Univera product purchases. Any product purchased within these guidelines may be returned for a credit on account or a refund, excluding shipping and handling. Product returned within 90 days will receive a 100% refund. The 90 days are calculated from the date the order is placed.

7.2 Associate 90-day Guarantee

All Associates have a 90-day, 90% money back guarantee on any Univera product purchases. Any product purchased within these guidelines may be returned for a credit on account or refund, excluding shipping and handling. Product returned within 90 days will receive a 90% refund. The 90 days are calculated from the date the order is placed.

7.3 Return Process

- A.** All returns, whether by a Customer, Advantage Customer or Associate, must be made as follows:
 - i.** Obtain RMA Number (Return Merchandise Authorization number) from Univera.
 - ii.** Ship items to the address provided by Univera Customer Care when you are given your RMA Number.
 - iii.** Provide a copy of the invoice with the returned products. Such invoice must reference the RMA Number and include the reason for the return.

- iv. Ship back empty boxes, containers, bottles, or unused portions of the product(s) being returned. Partial Packs will not be accepted; all components must be returned. Such products must be returned to Univera within 30 days from the date the RMA Number was issued.
- B. Credits will be issued to the same MOP (method of payment) that was originally used to purchase the order. If the original MOP is no longer available another MOP may be obtained.
- C. If credit is going to be applied to any MOP, it may take up to 4 to 6 weeks for the refund to apply to the account (by ACH or credit card).
- D. Additional purchases of products and skus previously refunded will not be eligible for refunds.
- E. Excessive returns may be grounds for involuntary termination.
- F. Marketing materials will be refunded if they are returned within 90 days for a 90% refund, as long as they are unopened, in re-stockable condition and not expired or superseded.
- G. All returns must be shipped to Univera pre-paid, as Univera does not accept shipping-collect packages. Univera recommends shipping returned product by UPS or FedEx, as risk of loss in shipping the returned product shall be borne solely by the Customer, Advantage Customer or Associate. If returned product is not received at Univera's Distribution Center, it is the responsibility of the Customer, Advantage Customer or Associate to trace the shipment and no credit will be applied.
- H. The return of \$1,500 or more of products accompanied by a request for a refund within a calendar year, by a Customer, Advantage Customer or Associate, may constitute grounds for involuntary termination.

7.4 Retail Sales Return Policy

- A. A Retail Customer is any person who is not in the Univera computer system and who orders and receives product directly from an Associate. It is then the responsibility of the Associate to refund the Retail Customer for returned products. The Retail Customer falls under the guidelines of the Customer Guarantee in Section 7.1.
- B. The Federal Trade Commission (FTC) requires that Retail Customers be given the right to cancel purchases within 3 business days for a full refund of the purchase price, and in Canada, the Direct Seller's Acts in various provinces require that Retail Customers be given the right to cancel purchases within 10 days, in each case, without reason or explanation. This is known as the "cooling off" rule. Pursuant to these regulations:
 - i. the Associate is required to inform the Retail Customer of his or her right to cancel the sales transaction without penalty or obligation at the time of the sale;
 - ii. the Associate must provide the Retail Customer with two copies of a cancellation form (one to keep and one to send) and a copy of the sales receipt;

- iii. the sales receipt must include the date, the Associate's name and address, and disclosure of the cancellation rights;
 - iv. if the Retail Customer cancels, he or she must return the unused portion of the product; and
 - v. the Associate must refund the full purchase price within 10 days following the Retail Customer's request for cancellation in the U.S. and within 15 days in Canada
- C. Univera encourages Associates to honor a request for a refund from Retail Customers even if it is made more than 3 days after purchase as evident in its Customer Guarantee policy stated in Section 7.1.
- D. A copy of the original sales receipt that was given to the Retail Customer along with a return merchandise slip (filled out completely) needs to be obtained from the Retail Customer.
- E. The products or empty product containers must be returned to Univera within 30 days of the Associate obtaining an RMA Number, along with the copy of the sales receipt and return merchandise slip.
- F. A copy of the official retail sales receipt is available online at www.univeraoffice.com.

7.5 Responsibility to Confirm Orders

The Associate who is a recipient of a damaged or incorrect order must notify Univera within 30 days of receiving the order. Failure to notify Univera of any shipping discrepancy or damaged order within 30 days of the receipt of the order may nullify the Associate's right to request a correction.

7.6 Buyback Policy for Resigning Associates

Subject to the conditions of Section 3.14, Univera will repurchase products from an Associate who resigns and who wishes to return Univera products purchased in the normal course of business at 90% of the purchase price, excluding shipping and handling. However, to be eligible, such products must be received by Univera within 30 days of the receipt of the letter of resignation, within 12 months of the order date and must be in resalable condition. Products will not be considered resalable if they are opened, if the shelf life has expired, or if they are not re-stockable. The Associate must contact Univera Customer Care and comply with all the requirements outlined in Section 7.3, to be eligible for the repurchase.

8. PRIVACY POLICY

8.1 Introduction

This Privacy Policy is to ensure that all Customers, Advantage Customers and Associates understand and adhere to the basic principles of confidentiality.

8.2 Expectation of Privacy

- A. Univera recognizes and respects the importance its Customers, Advantage Customers and Associates place on the privacy of their financial and personal information. Univera will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', Advantage Customers', and Associates' financial and account information and nonpublic personal information.
- B. By entering into the Associate Agreement, an Associate authorizes Univera to disclose his or her name and contact information to Upteam Associates solely for activities related to the furtherance of the Univera business. An Associate hereby agrees to **maintain** the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her Downteam organization and conducting the Univera business.

8.3 Employee Access to Information

Univera limits the number of employees who have access to Customer's and Associate's nonpublic personal information.

8.4 Protection of Information by Established Security Procedures

- A. Access to confidential account information will only be provided to the authorized account holder after identification of the account holder has been verified.
- B. Verifying information may include but is not limited to:
 - i. ID number;
 - ii. Address;
 - iii. Phone number(s);
 - iv. Credit card number(s);
 - v. PIN (Personal Identification Numbers);
 - vi. Signatures or other identifying information.
- C. If uncertainty exists regarding the identity of the person requesting the information over the phone, Univera will ask that the request be made in writing, to be mailed or faxed to Univera's Corporate office.

8.5 Restrictions on the Disclosure of Account Information

Univera will not share non-public personal information or financial information about current or former Customers or Associates with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', Advantage Customers' or Associates' interests or to enforce its rights or obligations under these Policies and Procedures, Advantage Customer's or Associate's Agreement or with written permission from the account holder on file.

9. PROPRIETARY INFORMATION AND TRADE SECRETS

9.1 Business Reports, Lists, and Proprietary Information

By completing and signing the Associate Agreement, the Associate acknowledges that Business Reports, lists of Customer, Advantage Customer and Associate names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Univera pertaining to the business of Univera (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Univera.

9.2 Obligation of Confidentiality

- A.** During the term of the Associate Agreement and for a period of 5 years after the termination or expiration of the Associate Agreement between the Associate and Univera, the Associate shall not:
- i.** Use the information in the Reports to compete with Univera or for any purpose other than promoting his or her Univera business;
 - ii.** Use or disclose to any person or entity any confidential information contained in the Reports.

9.3 Breach and Remedies

The Associate acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Univera and to independent Univera businesses. Univera and its Associates will be entitled to injunctive relief or to recover damages against any Associate who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees and expenses.

9.4 Return of Materials

Upon demand by Univera, any current or former Associate will return the original and all copies of all "Reports" to Univera together with any Univera confidential information in such person's possession.

10. ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

10.1 Labeling, Packaging, and Displaying Products

- A.** An Associate may not re-label, re-package, refill, or alter labels of any Univera product, information, materials or programs in any way. Univera products must only be sold in their original containers. Such re-labeling or re-packaging violates federal and state laws, which may result in criminal or civil penalties or liability.
- B.** An Associate shall not cause any Univera product or any Univera trade name to be sold or displayed in retail establishments except the following:
 - i.** Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons).
 - ii.** Where the retail establishment is owned or managed by the Associate, the store does not exceed \$1 million in annual gross revenue and there are 5 or fewer stores under common ownership of management.
- C.** Univera will permit Associates to solicit and make Commercial Sales upon prior written approval from Univera. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of:
 - i.** Univera products that equal or exceed \$5,000 in a single order.
 - ii.** Products sold to a third party who intends to re-sell the products to an end consumer.
- D.** An Associate may sell Univera products and display the Univera trade name at any appropriate display booth (such as trade shows) upon prior written approval from Univera. Univera reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products, services, or the Univera opportunity. Approval will not be given for swap meets and garage sales, as these events are not conducive to the professional image Univera wishes to portray. Some flea markets or farmers markets may be acceptable with prior written approval from Univera. A Univera Approval Number (UAN) must be obtained from the Compliance Department and displayed at the approved event.

10.2 Use of Company Names and Protected Materials

- A. An Associate must safeguard and promote the good reputation of Univera and its products. The marketing and promotion of Univera, the Univera opportunity, the Compensation Plan, and Univera products will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. Because Univera produces and sells nutritional supplements and must follow government guidelines for network marketing companies, an **Associate may not make unapproved product claims or drug claims of any kind whether in printed or electronic ads, Web sites, videos, audio tapes, DVDs or CDs.** An Associate may not claim or imply that Univera products have been approved by the FDA or Health Canada or that such products are intended to diagnose, treat, cure or prevent any disease. Univera products may not be offered as an alternative or substitute for prescription or over-the-counter drugs. An Associate should emphasize the benefits of using well-researched natural products and supplements to help maintain a healthy body and outlook.
- C. All promotional materials supplied or created by Univera must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Compliance Department.
- D. The name of Univera, each of its product names and other names that have been adopted by Univera in connection with its business are proprietary trade names, trademarks and service marks of Univera. As such, these marks are of great value to Univera and are supplied to Associates for their use only in an expressly authorized manner.
- E. **An Associate's use of the name Univera is restricted to protect Univera proprietary rights, ensuring that the Univera protected names will not be lost or compromised by unauthorized use.** Use of the Univera name on any item not produced by Univera is prohibited except as follows:
 - i. [Associate's name] Independent Univera Associate
 - ii. [Associate's name] Independent Associate of Univera products
- F. Further procedures relating to the use of the Univera name are as follows:
 - i. All stationery (i.e. letterhead, envelopes, and business cards) bearing the Univera name or logo intended for use by the Associate must be approved by the Univera Compliance Department.
 - ii. Associates may list "Independent Univera Associate" in the white pages of the telephone directory under his or her own name.
 - iii. Executives or above may list his or her name in the yellow pages of the phone directory under the appropriate classification. Examples of approved categories include Pharmacy, Nutrition, and Health Products. Contact the Compliance Department for additional approved categories.

- iv.** An Associate is allowed to place phone directory display advertisements using the Univera name or logo with written approval from the Univera Compliance Department.
 - v.** Use of the Univera name or logo on buildings, vehicles etc, is prohibited without the express written consent from the Univera Compliance Department.
 - vi.** Associates may not use the name Univera in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the Corporate office. They may state, "Independent Univera Associate."
- G.** Certain photos and graphic images used by Univera in its advertising, packaging, and Web sites are the result of paid contracts with outside vendors that do not extend to Associates. If an Associate wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- H.** An Associate may apply to the Compliance Department for use of the logos, photos, banners, and graphic images that can be found on the Univera office Web site, under Advertising Resources. These images are free and available for Associate use with prior written approval.
- I.** An Associate shall not produce, promote, duplicate, manipulate, or use materials of any kind describing Univera names, designs, symbols, programs, products, and trademarked, copyrighted, or otherwise protected materials, for other than their intended use, including but not limited to audio, video, or Web materials, without written approval by Univera, prior to the production or use of such materials.
- J.** An Associate shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Univera or its programs without prior written permission from the Compliance Department.
- K.** An Associate may not produce for sale or distribution any Company event or speech, nor may an Associate reproduce Univera audio or video clips for sale or for personal use without prior written permission from the Compliance Department.
- L.** An Associate may apply to the Compliance Department for authorization to use Corporate created ads or promotional material found on the Univera Associate Office under the Advertising Resources section.
- M.** Univera reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Associate.
- N.** An Associate shall not promote non-Univera products in conjunction with Univera products on the same Web sites or same advertisement.

10.3 Faxes and E-mail - Limitations

- A. Except as provided in this section, an Associate may not use or transmit unsolicited faxes, e-mail, mass e-mail distribution, or “spamming” that advertises or promotes the operation of his or her Univera business. The exceptions are:
 - i. Faxes or e-mailing any person who has given prior permission or invitation.
 - ii. Faxing or e-mailing any person with whom the Associate has established a prior business or personal relationship.
- B. In all states where prohibited by law, an Associate may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- C. All faxes, e-mail or computer broadcasted documents subject to this provision shall include each of the following:
 - i. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message.
 - ii. A clear return path or routing information.
 - iii. The use of legal and proper domain name.
 - iv. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender.
 - v. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message.
 - vi. The true and correct name of the sender, valid senders fax or e-mail address, and a valid sender physical address.
 - vii. The date and time of the transmission.
 - viii. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, an Associate shall not transmit any further documents to that recipient.
- D. All e-mail or computer broadcasted documents subject to this provision shall **not** include any of the following:
 - i. Use of any third party domain name without permission.
 - ii. Sexually explicit materials.

10.4 Internet and Third-Party Web site Regulations

- A. An Associate may use Web banner ads created by Univera that link a third party Web site to an Associate’s Premiere Web site or the Univera Corporate Web site.
- B. An Associate may not use third-party sites that contain materials copied from corporate sources (such as Univera brochures, CDs, videos, tapes, events, presentations, and

Corporate Web sites) nor create his or her own Univera material. This policy ensures brand consistency, allows Customers, Advantage Customers and Associates to stay up-to-date with changing products and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.

- C. An Associate who currently qualifies at the “paid as” rank of Diamond or above may apply to the Compliance Department for an exception to the third-party Web site policy. To qualify for an exception, the Web site must serve a unique market that the Univera corporate site does not currently serve or intend to serve.
- D. An Associate may not sell Univera products or offer the Business opportunity using “on-line auctions,” such as eBay®.
- E. An Associate may not use or attempt to register any of Univera’s trade names, trademarks, service names, service marks, product names, advertising phrases, the Company’s name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party Web sites, Web pages, or blogs.

10.5 Advertising and Promotional Materials

- A. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- B. All advertising, including but not limited to print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Compliance Department.
- C. All requests for approvals with respect to advertising must be directed to the Compliance Department.
- D. Univera approval is not required to place blind ads that do not mention Univera, its employees, any of its products, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
- E. An Associate who is currently paid at the Diamond rank or above may **create** his or her own ads or promotional materials including the development of commercials, infomercials and third party Web sites. However, all such materials, and any subsequent changes thereto shall be submitted to the Compliance Department for approval.
 - i. Diamonds and above are encouraged to work with the Compliance Department **prior** to the production of commercials, infomercials, or Web sites.
- F. To obtain Univera approval for an ad, the Associate must comply with the following process:
 - i. Create ad (Diamonds only) or select one of the Corporate produced ads on www.univeraoffice.com
 - ii. Complete the Advertising Approval Form, found on www.univeraoffice.com
 - iii. Be sure to state “Independent Univera Associate” on your material
 - iv. Submit the layout and approval form to: compliance@univera.com or fax, ATTN: Compliance, at 360-486-7406; and

- v. Allow up to 2 weeks for approval, large projects may require additional time;
- G. Your ad will be reviewed as quickly as reasonably possible and a UAN (Univera Approval Number) will be assigned, in writing, which will then be added to your advertisement. Unless you receive specific written approval from Compliance to use the material, the request shall be deemed denied.
- H. Univera reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the market place without obligation to the affected Associate.

10.6 Testimonial Permission

By signing the Associate Agreement, an Associate gives Univera permission to use his or her testimonial or image and likeness in Corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Univera Business Opportunity, an Associate waives any right to be compensated for the use of his or her testimonial or image and likeness even though Univera may be paid for items or sales materials containing such image and likeness. In some cases, an Associate's testimonial may appear in another Associate's advertising materials. If an Associate does not wish to participate in Univera sales and marketing materials, he or she should provide a written notice to the Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any Corporate materials, Corporate recognition pieces, advertising or recordings of annual events.

10.7 Telemarketing - Limitations

- A. An Associate must not engage in telemarketing in relation to the operation of the Associate's Univera business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Univera products or services, or to recruit them for the Univera opportunity.
- B. The Federal Trade Commission ("FTC"), the Federal Communications Commission ("FCC"), the Competition Bureau and the Canadian Radio-Television & Telecommunications Commission ("CRTC") each have laws that restrict telemarketing practices. Each federal agency, as well as a number of states and provinces, have "do not call" regulations as part of their telemarketing laws.
- C. While an Associate may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal or National "Do Not Call" registry could cause the Associate to violate the law.

These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).

- D. “Cold calls,” “state-to-state calls” or “province-to-province calls” made to prospective Customers, Advantage Customers or Associates that promote either Univera products, services or the Univera opportunity is considered telemarketing and is prohibited.

E. Exceptions to Telemarketing Regulations

An Associate may place telephone calls to prospective Customers, Advantage Customers or Associates under the following limited situations:

- i. If the Associate has an established business relationship with the Prospect.
 - ii. In response to the Prospect’s personal inquiry or application regarding a product or service offered by the Associate, within 3 months immediately before the date of such a call.
 - iii. If the Associate receives written and signed permission from the Prospect authorizing the Associate to call. The authorization must specify the telephone number(s) that the Associate is authorized to call.
 - iv. If the call is to family members, personal friends, and acquaintances. However, if an Associate makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption.
 - v. Associates engaged in calling “acquaintances” must make such calls on an occasional basis only and not as a routine practice.
- F. An Associate shall not use automatic telephone dialing systems in the operation of his or her Univera businesses.
 - G. Failure to abide by Univera policies or regulations as set forth by the FTC, FCC, the Competition Bureau and CRTC, regarding telemarketing may lead to sanctions against the Associate’s distributorship, up to and including termination of the distributorship.
 - H. By signing the Associate Agreement or by accepting a commission payment, other payments or awards from Univera, an Associate gives permission to Univera and other Associates to contact them as permitted under the Federal and National Do Not Call regulations.
 - I. In the event an Associate violates this section, Univera reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.8 Field Initiated Marketing Projects

- A. Univera has developed one of the most lucrative Compensation Plans in the industry. As a result, it does not directly or indirectly compensate individuals or groups for the provision of ideas, products, or services. The Compensation Plan encourages all Associates to put forth great ideas that will provide Univera the ability to create better tools and resources that can help all Associates to build their businesses.

- B.** Univera will wholly own all ideas, products, concepts, and service suggestions without obligation to the referring Associate.
- C.** Associates are encouraged to provide recommendations to the Field Leadership Council.
- D.** Univera will explore appropriate suggestions, and in some instances the referring Associate might be asked for assistance in developing the concept.
- E.** If Univera does not implement an idea or suggestion, then an Associate may pursue this project independently with the written consent of Univera - so long as such project does not contain any Company or product claim and does not violate or misuse a Univera trademark or brand identity. However, Univera will not endorse any Field-initiated project, will not promote such project at Corporate-run/sponsored events, and will not include such project as part of the business or services officially offered by the Company. In addition, nothing shall prevent Univera from thereafter offering its own project or program that may be similar to the Field-initiated project, without compensation or obligation to an Associate or to the Field.

11. INTERNATIONAL MARKETING

11.1 International Marketing Policy

- A.** An Associate is authorized to sell Univera products, and enroll Customers, Advantage Customers or Associates only in the countries in which Univera is authorized to conduct business, according to the Policies and Procedures of each country. Univera Associates may not sell products in any country where Univera products have not received applicable government authorization or approval.
- B.** An Associate may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, Advantage Customers or Associates, nor conduct any other activity for the purpose of selling Univera products, establishing a sales organization, or promoting the Univera business opportunity.
- C.** An Associate may not, in any unauthorized country, obtain or attempt to obtain approvals or authorizations for Univera products or establish governmental or regulatory contact on behalf of Univera. Additionally, an Associate may not register or reserve Univera trade names, trademarks, service marks, or Internet domain names.

12. CONFLICT OF INTEREST

12.1 Conflict of Interest

In order to avoid a conflict of interest, or the appearance thereof, Univera will not “engage in any outside business” with an Associate in any capacity unrelated to the Univera business opportunity and products. This means that Univera will not purchase goods or services from Associates, use Associates as vendors, or hire Associates as independent contractors, other than in connection with the Associate Agreement and the sale of Univera products. For those few arrangements, currently existing, such arrangements will be governed by written agreements, with a set term.

13. CHANGES TO BUSINESS

13.1 Modification of the Associate Agreement

An Associate may modify his or her existing Associate Agreement (i.e., change a social security number or social insurance number to a Federal ID number, add a Spouse or partner to the account, or change the form of ownership from an individual to a business owned by the Associate) by submitting a written request, accompanied by a new Associate Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first agreement), and any appropriate supporting documentation.

13.2 Change Sponsor or Placement for Active Associates

- A.** Maintaining the integrity of the organizational structure is mandatory for the success of Univera and our independent Associates. As such, requests to change Sponsor or Placement are not accepted.
- B.** An Associate Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e., Sponsors, spouses, relatives, or friends) is not valid and will not be accepted by Univera.
- C.** In the absence of a valid Associate Agreement within 30 days of enrollment, Univera will consider the activity that has taken place on the Associate’s account. The Associate will be required to submit a letter of resignation and remain inactive (place no orders) for 6 months in order to reapply under a different Sponsor.
- D.** Univera reserves the right to correct any errors related to Sponsors and Placements at any time and in whatever manner it deems necessary.

13.3 Change Sponsor for Inactive Customers, Advantage Customers and Associates

- A.** At the discretion of Univera, Associates who have not ordered product for at least 12 months, and who have not tendered a letter of resignation, are eligible to re-enroll in Univera under the Sponsor of their choice.
- B.** Upon written notice to Univera Customer Care that a former Associate wishes to re-enroll, Univera will “compress” (close) the original account. A new Univera ID number will then be issued to the former Associate along with the required purchase of a Univera Associate Starter Kit.
- C.** Such Associate does not retain former rank, Downteam, or rights to commission earnings from his or her former organizations.
- D.** Customers and Advantage Customers who have not ordered product for at least six months may re-enroll under the Sponsor of their choice. The procedure for Customer and Advantage Customer re-enrollment is otherwise the same as for Associates as noted above.
- E.** Univera reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

13.4 Change Sponsor for Customers

- A.** Customers who have not enrolled in the Advantage Customer Program may transfer to a new Sponsor. However, changes to Sponsors will not be honored until the following month if any orders were placed during the month the change is requested.

13.5 Change Organizations

- A.** If an Associate wishes to transfer organizations, he or she must submit a letter of resignation to Univera Customer Care and remain inactive (place no orders) from Univera for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor.
- B.** Univera reserves the right to approve or deny any request to re-enroll after an Associate’s resignation.
- C.** If re-enrollment is approved, the former Associate will be issued a new Univera ID number and will be required to submit a new Associate Agreement and to purchase a Univera Associate Starter Kit. The Associate will not be entitled to keep any former rank, Downteam, or rights to commission earnings from any prior organization.
- D.** If an Advantage Customer wishes to transfer organizations, he or she must remain inactive (place no orders) for six months. The Advantage Customer is then eligible to enroll with any Sponsor of his or her choice. The procedure for Advantage Customer re-enrollment is the same as for Associates, stated above.

13.6 Customer Enrollment as an Associate

- A.** A Customer may enroll as an Associate with the submission of an Associate Agreement and the purchase of a Starter Kit. If the Customer will be enrolling as an Associate under a different Sponsor, they must also include a written request to “compress” (close) their old account and a new account will be created.
- B.** An Advantage Customer may enroll as an Associate with their current Sponsor and Placement with the submission of an Associate Agreement and the purchase of a Starter Kit.

13.7 Associate change to Customer or Advantage Customer

- A.** An Associate may submit a written request to change to a Customer or Advantage Customer at any time. Advantage Customers will need to complete an Advantage Customer Program Agreement.
- B.** Associates that change their status to Customer or Advantage Customer are not eligible to change Sponsor or Placement.

13.8 Unethical Sponsoring

- A.** Unethical sponsoring activities include but are not limited to enticing, bidding or engaging in unhealthy competition in trying to acquire a Prospect or new Associate from another Associate or influencing another Associate to transfer to a different Sponsor.
- B.** Allegations of unethical sponsoring must be reported in writing to the Compliance Department **within the first 90 days of enrollment**. If the reports are substantiated, Univera may transfer the Associate or the Associate’s Downteam to another Sponsor, Placement or organization without approval from the current Upteam Sponsor or Placement Associates. Univera remains the final authority in such cases.

13.9 Sell, Assign or Delegate Ownership

- A.** In order to preserve the integrity of the hierarchical structure, it is necessary for Univera to place restrictions on the transfer, assignment, or sale of a distributorship.
- B.** A Univera Associate may not sell or assign his or her rights or delegate his or her position as an Associate without prior written approval by Univera, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Univera.
- C.** Should the sale be approved by Univera, the Buyer assumes the position of the Seller at the current qualified title, (the current “paid as” rank) at the time of the sale and acquires the Seller’s Downteam.
- D.** To sell a distributorship, an Associate must comply with the following procedures:

- i. The Seller's immediate active Sponsor must be given the first right and option, in writing, to purchase the distributorship.
 - ii. If the immediate active Sponsor declines, in writing, to purchase the distributorship, the same offer must then go to the Seller's immediate active Uptime Placement Associate and so forth, until a total of 1 Sponsor and 4 Uptime Placement Associates have been presented with the opportunity to purchase the Seller's distributorship. For the sale of a Diamond or Blue Diamond distributorship, Univera shall be offered the opportunity to purchase the distributorship if declined by the Sponsor and 4 Uptime Placement Associates (if any).
 - iii. The Sponsor or Uptime Placement Associate shall indicate his or her interest to purchase the distributorship being sold, by notifying the Seller, in writing, within 10 days of the written offer and, thereafter, shall have up to 60 days to enter into a Sales Agreement with the Seller. The potential Buyer must exercise good faith efforts as to not cause unreasonable or undue delay. This provision is not meant to restrict the contractual rights of either party, but rather to encourage the timely and equitable resolution of such business transactions.
 - iv. If the Sponsor, 4 Uptime Placement Associates, and Univera, if applicable, each decline, in writing, to purchase the distributorship or fail to respond within 10 days after the Seller's notice of intent to sell, the Seller may proceed with the sale to a third party willing to purchase the distributorship upon substantially the same terms and conditions as provided to the Sponsor and 4 Uptime Placement Associates.
 - v. The terms and conditions of sale or transfer to a third party shall not change materially from the initial terms and conditions provided to the Seller's Sponsor and Uptime Placement Associates (if any). Should any significant terms of the offer change, or should the sale price be reduced by more than 15 percent from the initial offer, the Sponsor, 4 Uptime Placement Associates, and Univera, if applicable, shall be given another opportunity to purchase the distributorship at the reduced price or significantly changed terms.
- E. To request Corporate authorization for a sale or transfer of a Univera distributorship, the following items must be submitted to Univera Customer Care:
 - i. A Sale/Transfer of Distributorship form properly completed, with the requisite signatures;
 - ii. A copy of the Sales Agreement signed and dated by both Buyer and Seller;
 - iii. An Associate Agreement completed and signed by the Buyer;
 - iv. Payment of the \$100 administration fee; and
 - v. Any additional supporting documentation requested by Univera.
- F. If the Buyer is not a current Univera Associate, the Buyer must enroll as an Associate and purchase a Univera Associate Starter Kit. If the Buyer is a current Univera Associate, he or she must be in good standing and not in violation of any provision of the Associate

Agreement or these Policies and Procedures. Any such purchase by a current Univera Associate shall be subject to the provisions of Section 13.9.I.ii.

G. The Seller must be in good standing and not in violation of any provision of the Associate Agreement or these Policies and Procedures. Any debt obligations that either Seller or Buyer may have with Univera must be satisfied prior to the approval of the sale or transfer by Univera.

H. An Associate who sells his or her distributorship is not eligible to re-enroll as a Univera Associate in any organization for 6 full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

I. Sales and Transfers that are Permitted

- i. Subject to the procedures outlined in Section 13.9D, a sale or merger may occur between two distributorships aligned equally in an organization; that is, between two parties situated side by side under the same Upteam. The two distributorships will become one, thus having to meet only one set of requirements to get commissions from the Compensation Plan.
- ii. Subject to the procedures outlined in Section 13.9D, a sale may be permitted between two distributorships Upteam or Downteam to each other. The Buyer who purchases a Downteam distributorship has 2 options:
 - a. The Buyer may move down into the Seller's position and resign the Upteam account, in which case the Buyer's Downteam "rolls up" to the Buyer's former Sponsor; or
 - b. The Buyer may remain in the Upteam position and resign the Downteam account, in which case the Seller's Downteam "rolls up" to the Seller's former Sponsor.
- iii. Subject to the procedures outlined in Section 13.9D, a distributorship may be sold or transferred to an "outside" individual or business entity not formerly or currently affiliated with Univera.

J. Sales and Transfers Not Permitted

A sale or transfer between two Associates that are in entirely different organizations is not permitted. If an Associate wishes to purchase a position in another line of sponsorship, he or she must follow the resignation process as set forth in Section 13.12. Univera reserves the right in its sole and absolute discretion to refuse authorization of any sale or transfer.

13.10 Separating a Univera Business

A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:

- i. One of the parties may, with the written consent of the other(s), operate the Univera business whereby the relinquishing Spouse, shareholders, partners, members or

- trustees authorize Univera to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee.
- ii. The parties may continue to operate the Univera business jointly on a “business as usual” basis, whereupon all compensation paid by Univera will be paid in the name designated by the Associates or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Univera will pay compensation to the name on record and in such event, the Associate named on the account shall indemnify Univera from any claims from the other business owner or the other Spouse with respect to such payment.
- B.** Univera recognizes only one Downteam organization and will issue only one commission payment per Univera business per commission cycle. Under no circumstances will the Downteam of an organization be divided, nor will Univera split commission and bonus earnings.
- C.** If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Univera business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Associate or active Customer in the former organization, and must develop a new business in the same manner as any other new Associate. An Associate in the Relinquishing Party’s former Downteam who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 13.5. As related to the specific circumstances in this Section 13.10C, an active Customer or Advantage Customer from the Relinquishing Party’s organization who wishes to transfer to the Relinquishing Party’s new organization, must also comply with the requirements of Section 13.5.

13.11 Succession

- A.** Upon the death or incapacity of an Associate, the Associate’s business may be passed on to his or her legal successors in interest (successor). Whenever a Univera business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Associate’s sales organization. The successor must:
- i. Complete and sign a new Associate Agreement;
 - ii. Comply with the terms and provisions of the Associate Agreement; and
 - iii. Meet all of the qualifications for the last rank achieved by the former Associate.
- B.** Bonus and commission earnings of a Univera business transferred based on this section will be paid in a single payment to the successor. The successor must provide Univera with an “address of record” to which all bonus and commission payments will be sent.

Payments will be based on the current performance of the distributorship, not the highest rank or volume achieved.

- C.** If the business is bequeathed to joint devisees (successor), they must form a business entity and acquire a Federal Taxpayer Identification number. Univera will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the business entity only.
- D.** Appropriate legal documentation must be submitted to Univera Customer Care to ensure the transfer is done properly. To affect a testamentary transfer of a Univera business, the successor must provide the following to Univera Customer Care:
 - i.** A certified copy of the death certificate; and
 - ii.** A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Univera business.
- E.** To complete a transfer of the Univera business because of incapacity, the successor must provide the following to Univera Customer Care:
 - i.** A notarized copy of an appointment as trustee;
 - ii.** A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Univera business; and
 - iii.** A completed Associate Agreement executed by the trustee.
- F.** If the successor is already an existing Associate, Univera will allow such Associate to keep his or her own distributorship plus the inherited distributorship active for up to 6 months. By the end of the 6-month period, the Associate must have compressed (if appropriate), sold or otherwise transferred either the existing distributorship or the inherited distributorship.
- G.** If the successor wishes to terminate the Univera distributorship, he or she must submit a notarized statement stating the desire to terminate the distributorship, along with a certified copy of the death certificate, appointment as trustee, or other appropriate legal documentation.
- H.** Upon written request, Univera may grant a 1 month bereavement waiver of personal volume requirements and still pay out at the last "paid as" rank.

13.12 Resignation/Voluntary Termination

- A.** An Associate may voluntarily terminate his or her distributorship by failing to renew his or her Agreement.
- B.** An Associate may immediately terminate his or her distributorship by submitting a written notice to Univera Customer Care. The written notice must include the following:
 - i.** The Associate's intent to resign;
 - ii.** Date of resignation;
 - iii.** Univera Identification Number;
 - iv.** Reason for resigning; and
 - v.** Signature.

- C. An Associate may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Associate who has voluntarily resigned is not eligible to** re-apply for a distributorship or have any financial interest in a Univera business for 6 months from the receipt of the written notice of resignation.
- D.** After the 6 month period has expired, the Associate may, at the discretion of Univera, re-enroll under a different Sponsor and Placement.
- E.** Univera reserves the right to approve or deny any request to re-enroll following voluntary termination.

13.13 Involuntary Termination

- A.** Univera reserves the right to terminate an Associate's distributorship for, but not limited to, the following reasons;
 - i.** Violation of any terms or conditions of the Associate Agreement;
 - ii.** Violation of any provision in these Policies and Procedures;
 - iii.** Violation of any provision in the Compensation Plan;
 - iv.** Violation of any applicable law, ordinance, or regulation regarding the Univera business;
 - v.** Engaging in unethical business practices or violating standards of fair dealing; or
 - vi.** Returning over \$1,500 worth of products and sales tools for a refund within a 12 month period.
- B.** Univera will notify the Associate in writing by certified mail, return receipt requested or overnight documented mail, at his or her last known address of its intent to terminate the Associate's distributorship and the reasons for termination. The Associate will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Univera will then have 30 calendar days from the date of receipt of the Associate's response to render a final decision as to termination.
- C.** If a decision is made by Univera to terminate the Associate's distributorship, Univera will inform the Associate in writing that the distributorship is terminated effective as of the date of the written notification. The Associate will then have 15 calendar days from the date of mailing of such notice to appeal the termination in writing. Univera must receive the Associate's written appeal within 20 calendar days of the date of the Univera termination letter. If the written appeal is not received within this time period, the termination will be final.
- D.** If the Associate does file a timely appeal of termination, Univera will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the Associate of its decision. The decision of Univera is then considered final and not subject to further review.

- E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Univera. The former Associate shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Univera products. Univera will notify the active Upteam Sponsor and the active Upteam Placement Associate within 10 days after termination. The organization of the terminated Associate will “roll up” to the active Upteam Sponsor on record.
- F. The Associate who is involuntarily terminated by Univera may not re-apply for a distributorship, either under his or her present name or any other name or entity, without the express written consent of an officer of Univera, following a review by Univera’s Compliance Committee. In any event, such Associate may not re-apply for a distributorship for 12 months from the date of termination.

13.14 Effect of Cancellation

- A. Following an Associate’s non-renewal of his or her Associate Agreement, cancellation for inactivity, or voluntary or involuntary termination (collectively, a “cancellation”) such Associate:
 - i. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Associate’s former organization or any other payments in association with the Associate’s former independent distributorship, including any continuing right to receive SARs (Success Appreciation Rights) Awards.
 - ii. Effectively waives any and all claims to property rights or any interest in or to the Associate’s former Downteam organization.
 - iii. Shall receive commissions and bonuses only for the last **full** pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Univera.

14. DISCIPLINARY SANCTIONS

14.1 Imposition of Disciplinary Action - Purpose

It is the spirit of Univera that integrity and fairness should pervade among its Associates, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Univera reserves the right to impose disciplinary sanctions at any time, when it has determined that an Associate has violated the Agreement, any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Univera.

14.2 Consequences and Remedies of Breach

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

15. DISPUTE RESOLUTION

15.1 Grievances

- A. If an Associate has a grievance or complaint against another Associate regarding any practice or conduct relating to their respective Univera businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, the Associate should seek assistance from his or her nearest Upteam Diamond. If the matter still cannot be resolved, it must be reported directly to the Univera Compliance Department as outlined below in this Section.
- B. The Univera Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Associates involved.
- C. Univera will confine its involvement to disputes regarding Univera business matters only. Univera will not decide issues that involve personality conflicts or unprofessional conduct by or between Associates outside the context of a Univera business. These issues go beyond the scope of Univera and may not be used to justify a Sponsor or Placement change or a transfer to another Univera organization.

D. Univera does not consider, enforce, or mediate third party agreements between Associates, nor does it provide names, funding, or advice for obtaining outside legal counsel.

E. Process for Grievances

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

15.2 Arbitration

A. Any controversy or claim arising out of or relating to the Associate Agreement, these Policies and Procedures, or the breach thereof, the Associate’s business or any dispute between Univera and the Associate, shall be settled solely by binding arbitration.

- B. By participating in the Univera business, and in consideration of the commissions, awards, bonuses, and other amounts paid by Univera to such Univera business, each Participant in a Business Entity that owns a Univera business agrees, by participating in such Univera business, agrees that any claim or controversy arising out of, or in any way relating to the Univera business in which it, or they participate, or these Policies and Procedures, or any breach hereunder, as well as any claim or controversy such Participant may have against Univera, shall be settled solely by binding arbitration.**
- C. Any such arbitration referred to in subparagraphs A and B above, shall be held in Seattle, Washington, U.S.; administered by the American Arbitration Association under its commercial arbitration rules; provided, however, that any arbitration involving a Canadian Associate or a Canadian Participant shall be held in Montreal, Quebec, Canada, under the Rules of Arbitration of the International Chamber of Commerce. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- D. If an Associate or Participant files a claim or counterclaim against Univera, he, she or it may only do so on an individual basis and not with any other Associate or as part of a class or consolidated action. As a condition of participating in the Univera opportunity and in consideration of receipt of commissions and other bonuses from Univera, an Associate or Participant hereby waives all rights to trial by jury or to any court proceedings and agrees that all disputes shall be determined solely by binding arbitration in Seattle, Washington or in the case of Canadian Associate, Canadian Participant or Canadian Univera distributorship, in Montreal, Quebec.
- E. This agreement to arbitrate all claims shall survive any termination or expiration of the Associate Agreement.
- F. Nothing in these Policies and Procedures shall prevent Univera from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Univera interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- G. These Policies and Procedures and any arbitration involving an Associate and Univera shall be governed by and construed in accordance with the laws of the state of Washington, without reference to its principles of conflict of laws, or in the case of a Canadian Associate, Canadian Participant or Canadian Univera distributorship, by the laws of the Province of Quebec, Canada.

15.3 Severability

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

15.4 Waiver

- A.** Only an officer of Univera can, in writing, effect a waiver of the Univera Policies and Procedures. Univera's waiver of any particular breach by an Associate shall not affect Univera's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Associate.
- B.** The existence of any claim or cause of action of an Associate against Univera shall not constitute a defense to Univera's enforcement of any term or provision of these Policies and Procedures.

15.5 Successors and Claims

The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

16. UNIVERA GLOSSARY OF TERMS

ACH (Automated Clearing House): A secure private network that enables electronic payments, such as automatic debit card purchases, to be handled and processed.

Active Associate: An Active Associate is an Associate who has purchased a Univera Associate Starter Kit, places a minimum order of 40 PV each month and pays the annual renewal fee.

Advantage Customer: A Customer who is enrolled on a Convenience Plan.

Advantage Customer Price: The price a Customer pays when enrolled in the Advantage Customer Program.

Agreement: Refers to the Associate Agreement, these Policies and Procedures, and the Univera Compensation Plan.

Associate: An individual who received a Univera ID number, purchased a Univera Associate Starter Kit, and submitted a signed Associate Agreement. The Associate is an independent contractor and is not an employee of Univera.

BV (Business Volume): The numeric value placed on products that accrue towards PV and GV.

Commercial Sale: Univera products that equal or exceed \$5,000 in a single order or products sold to a third party who intends to re-sell the products to an end consumer.

Convenience Plan: (CP or Auto Ship) A standing order that is automatically shipped on a monthly basis.

Customer: Anyone who has received Univera product but has not purchased a Univera Associate Starter Kit or signed an Associate agreement and who is listed in the Univera computer as a "Customer".

Distributorship: The sales organization of an Associate, which includes all Downteam Customers, Advantage Customers and Associates.

Downteam: A sales organization comprised of Customers and Associates sponsored below a particular Associate.

GV (Group Volume): The total BV accumulated under the entire Downteam organization, including personal volume.

Inactive Associate: An Associate with no personal volume (orders).

Placement: An Associate's immediate Upteam Associate. One who accepts frontline Customers or Associates from his or her Sponsor or Upteam to increase volume, commissions, or rank.

Preferred Price: The price given to a Customer who is on a Convenience Plan; also, the price given to an Associate who is not on a Convenience Plan.

Protected Prospect: Guest of a Univera Associate who attends a Univera or Associate sponsored function or event.

Retail Customer: A Retail Customer is any person who is not in the Univera computer system and who orders and receives product directly from an independent Univera Associate or Customer.

Retail Price: The price a Customer pays who is not enrolled in the Advantage Customer Program.

RMA: Pre-approved Return Merchandise Authorization - required for accurate processing of returns.

Sales Organization: An Associate's Upteam and Downteam.

Sponsor: An Associate who recruits and enrolls new Customers or Associates.

UAN: Univera Approval Number; a number issued by the Compliance Department upon approval of an ad, event or other process requiring review and authorization.

Univera Compliance Committee: Will consist of a representative from Compliance, ECONET's General Counsel, and at least 2 senior Executives from Univera.

Upteam: A Customer's or Associate's linkage to Univera by the Sponsor and Placement "tree".

Wholesale Price: The price an Associate pays who is enrolled in a Convenience Plan.