



## **Policies and Procedures**

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## SECTION 1: Introduction

### 1.1 – Policies & Procedures and Compensation Plan Incorporated into Brand Influencer Agreement

The Policies and Procedures (P&Ps) and Compensation Plan, in their current form and as amended periodically at the sole discretion of Revital U International, LLC (“revital U”) are incorporated into the revital U Brand Influencer Agreement. It is the responsibility of each revital U Independent Brand Influencer (“Bi”) to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these P&Ps. The most current version of the P&Ps is available online through the Brand Influencer Back-Office/Replicated Website. revital U reserves the right to amend the P&Ps at its sole discretion. Notification of amendments shall be published by electronic mail (e-mail) and/or posting in the Brand Influencers’ Back-Office/Replicated Website. Any amendments to the P&Ps shall only apply prospectively, not retrospectively.

By executing the revital U Brand Influencer Agreement, each Brand Influencer agrees to abide by all amendments or modifications revital U makes. The continuation of a Brand Influencer’s revital U business following the posting effective date of amended P&Ps, including but not limited to a Brand Influencer’s acceptance of compensation under the Compensation Plan shall constitute acceptance of all amendments to the P&Ps.

### 1.2 – Purpose

The Purpose of the P&Ps is to define the relationship between revital U and the Brand Influencer, to set standards of acceptable business practices, and to support Brand Influencers in building and protecting their revital U direct selling businesses in a manner that is in compliance with these P&Ps. Any violation of the P&Ps may result in disciplinary action including probation, suspension and/or termination at the sole discretion of revital U.

### 1.3 – The Agreement

Together the Brand Influencer Agreement and the P&Ps, as they may be amended, constitute the contractual agreement (“Agreement”) between revital U and each Brand Influencer. The Agreement sets forth the entire Agreement between revital U and the Brand Influencer and supersedes any and all prior oral or written agreements or understandings between revital U and the Brand Influencer, including any representations by revital U or its Brand Influencers is not explicitly made in the Agreement or in official publications. The Agreement may not be altered or amended, except as provided in the P&Ps. Should any discrepancy exist between the terms of the revital U Brand Influencer Agreement and the P&Ps, the terms of the P&Ps will prevail.

### 1.4 – Agreement Term and Renewal

The Agreement has a term of twelve (12) months beginning upon acceptance of the Agreement by revital U. At the end of the term, the Agreement will automatically be renewed for an additional twelve (12) month term, unless either party gives written notice of its intent not to renew or terminate this Agreement or the Agreement is terminated pursuant to Section 16.2 revital U reserves the right to charge a renewal fee.



## 1.5 – Waiver

revital U never forfeits its right to require the compliance of a Brand Influencer with the terms of the Agreement, or with applicable laws and regulations governing business conduct. No failure by revital U to exercise any right under the Agreement or to insist upon strict compliance by a Brand Influencer with any obligation or provision of the Agreement shall operate as a waiver of revital U's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of a Brand Influencer against revital U shall not constitute a defense to revital U's enforcement of any term or provision of the Agreement.

## 1.6 – Provisions and Severability

Any provision of the Agreement that is judicially invalidated or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of such invalidation or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision of the Agreement is severable and will not invalidate or render unenforceable any other provision of the Agreement, nor will such provision of the Agreement be invalidated or rendered unenforceable in any other jurisdiction. In the event any provision of the Agreement is deemed invalid or unenforceable in any particular proceeding, such provision shall be reformed to effectuate its original intent and purpose to the fullest extent possible.

## SECTION 2: Becoming an Independent Brand Influencer

### 2.1 – Requirement to become a Brand Influencer

To become a Brand Influencer, each applicant must:

- (1) Be at least 18 years of age
- (2) Be a permanent resident of the US and have a valid SSN or Federal Tax identification number
- (3) Not be in jail or prison or confined in a correctional institution
- (4) Complete and submit a revital U Brand Influencer Agreement that is accepted by revital U. Note, revital U reserves the right to accept or reject a Brand Influencer's application

### 2.2 – Rights and Privileges of a Bi

A Brand Influencer can:

- (1) Purchase Products directly from revital U;
- (2) Participate in the revital U Compensation Plan (receive commissions and bonuses, if eligible);
- (3) Sponsor other individuals as Brand Influencers, and build downline organization;
- (4) Receive revital U communications and literature;
- (5) Participate in revital U-sponsored training, motivational and recognition events upon meeting qualifying criteria and payment of appropriate charges, if applicable;
- (6) Participate in revital U-sponsored incentive trips and programs, if eligible

## SECTION 3: Code of Ethics

revital U has established this Code of Ethics and Principals as a standard of the highest levels of professional conduct and behavior to be followed building your revital U business. Each Brand Influencer agrees to follow and abide by the following code of professional ethics. As a revital U Brand Influencer, I agree that:

- A. I will operate my revital U business in a lawful, ethical and professional manner and in compliance with the Direct Selling Association's Code of Ethics (see [www.dsa.org/code-of-ethics](http://www.dsa.org/code-of-ethics)). I will avoid all misleading, deceptive, illegal and unethical practices.
- B. I will not engage in any activity that would harm the reputation of revital U or its affiliates and shall not make disparaging statements about revital U, any of their employees or other Brand Influencers.
- C. I will abide by all federal, state and local laws and regulations governing the marketing and sale of products of revital U.
- D. When I attend any revital U events including awards ceremonies, banquets, promotions and reward trips, I will conduct myself with etiquette and in a professional manner that upholds the high standards of the revital U.
- E. I will be truthful when marketing and selling all products and soliciting Brand Influencers or Customers.
- F. I will not make any diagnostic, therapeutic or curative claims for any revital U product. I will not make any claims that are not approved and contained within official company literature. I will be aware that people may interpret my own personal experiences as an "extension of product claims" if I use those experiences as a sales device.
- G. I will honor the Company's one hundred percent (100%) satisfaction, thirty-day (30) money back guarantee when dealing with Customers or Brand Influencers.
- H. I will not make any income claims or representations regarding the Compensation Plan. I am aware that no organization grows in a perfect progression and it is impossible to predict incomes. A Brand Influencer's success depends on many variables and that it is up to each individual's efforts to determine their success.
- I. I will always conduct myself in an honest, fair manner being respectful of all people, including professionals of other network marketing companies.

## SECTION 4: Operating a Revital U Business

### 4.1 – Identification Number

All Brand Influencers will be assigned a unique identification number ("ID") for the purpose of their revital U business. The number shall be placed on all orders and correspondence with revital U.

### 4.2 – Business Activities

Brand Influencers are self-employed, non-exclusive independent contractors and are solely responsible for their own business activities, decisions and expenses, which result from their business operations. These expenses may include, but are not limited to, licenses or permits required to operate their business, legal fees, telephone expenses, travel expenses, advertising and tax. Brand Influencers are prohibited from signing or entering any agreement, opening any bank account, securing credit or making purchases in the name of or on behalf of revital U or its affiliates.

#### 4.3 – No Exclusive Territorial Rights/Restrictions on Solicitation

Brand Influencers are not granted any exclusive territory in which to conduct their business, nor shall any Brand Influencer imply or state that they have an exclusive territory for sales or sponsoring purposes. Each Brand Influencer will have the right to conduct business in the locations authorized by revival U, without exclusivity. Brand Influencers may solicit customers or Brand Influencers only in geographic locations designated in writing by revival U. Brand Influencers may only market, solicit or sell the products designated in writing by revival U.

#### 4.4 – Tax

Brand Influencers are independent business owners and will not be treated as a franchisee, owner, or employee of revival U for federal or state tax purposes including, with respect to the Internal Revenue Code, Social Security Act, federal unemployment act, state unemployment acts or any other federal, state, or local statute, ordinance, rule, or regulation. Each Brand Influencer is solely responsible for the payment of self-employment, Social Security, income and other taxes as required by law. No taxes are deducted from any commission and/or bonus payments. At the end of each calendar year, as required by law, revival U will provide an IRS Form 1099 to all applicable Brand Influencers. It is the Brand Influencer's responsibility to provide revival U with the proper Social Security number or taxpayer identification number for the purpose of Internal Revenue Service filings. References in these Policies to 'positions' means status or ranking within the revival U Compensation Plan, and is not intended to imply any form of employment arrangement between the Brand Influencers and revival U.

### SECTION 5: Accounts

#### 5.1 – Brand Influencer Address

The address listed on a Brand Influencer's Agreement will serve as the Brand Influencer's mailing address for all purposes, and must be either the Brand Influencer's primary residence or business address. If the mailing address listed on a Brand Influencer's application is identical to the mailing address utilized by other Brand Influencers, all Brand Influencers utilizing such identical address may be required, at revival U's sole discretion, to furnish additional information to revival U. Brand Influencers must report any change of address, telephone number, or email address by submitting a ticket through the support portal in the Brand Influencer's U Office, emailing Brand Influencer Services at support@revitalu.com or by sending written notice to the attention of Brand Influencer Service. All parties must sign written notification of an address change when a Brand Influencer position is owned by more than one individual (e.g., husband and wife hold one position together). The Brand Influencer will be placed on inactive status if mail is returned to sender because revival U has not been informed of an address change.

#### 5.2 – Multiple Positions Prohibited

A Brand Influencer may not own, operate, or have an interest in more than one Brand Influencer position except as expressly stated herein. Multiple positions as a Brand Influencer may be permitted upon written approval by revival U only as follows:

- i. An individual is an uncompensated member of the board of directors of a charitable foundation or a non-profit corporation that is also an active Brand Influencer;
- ii. A Brand Influencer inherits a Brand Influencer position; or
- iii. revival U, in its sole discretion, waives the multiple-position policy. Such waiver shall be specific, and only will apply to the Brand Influencer directly waived from the prohibition.

### 5.3 – Enrollment of Spouses

Spouses can sign up as Brand Influencer

- i. As a single Brand Influencer (example: John and Jane Doe);
- ii. As individual Brand Influencer positions with the same sponsor; or
- iii. One spouse may personally sponsor the other (example: John Doe personally sponsors Jane Doe);

The term 'spouse' used in these P&Ps is deemed to include common law couples, and all terms and conditions herein affecting spouses, shall apply equally to common law spouses, with such terms being amended as required to accommodate common law spousal situations (including the provisions herein relating to marriage and divorce).

A husband and wife, whether operating as a single Brand Influencer (Joint Account) or each with his or her own positions, represent to revival U that each of them (i) is jointly bound by the terms of the Agreement and these P&Ps; (ii) is responsible for any and all conduct by his or her spouse even if only one spouse is designated as a Brand Influencer; and (iii) understands that if the spouse of any Brand Influencer acts in a manner which would be a violation of the Agreement and/or these P&Ps, such a violation will be attributed to each of the Brand Influencer position(s), and to both the husband and wife.

Any Brand Influencer and their Brand Influencer may not have simultaneous beneficial interests in more than one Brand Influencer entity, IE: a shareholder in a corporation that holds a Brand Influencer position, cannot also hold an individual Brand Influencer position.

### 5.4 – Divorce

Should a married couple operating a single Brand Influencer position divorce, they may elect to continue to operate a single business in the same name as originally submitted, or they may provide revival U with a certified copy of the final decree of divorce which sets forth new ownership of the Brand Influencer position. A completed Sale / Transfer document dated no later than ten (10) business days after the date of the final decree of divorce and a forty-five dollar (\$45) non-refundable processing fee is required for a transfer or sale. The Brand Influencer position will retain its pre-divorce ownership and no changes to the Brand Influencer position will be implemented until revival U receives proper documentation.

### 5.5 – Fictitious and/or Assumed Names

A Brand Influencer position may not be assumed using a fictitious or assumed name.

## 5.6 – Phantom Positions

A Brand Influencer shall not provide false or invalid information on an Agreement. Placing another individual's name or establishing phantom Brand Influencer positions is a violation of the Agreement and these P&Ps and will result in the immediate termination of the Brand Influencer Agreement, claw back and loss of all commissions, bonuses and other payments.

## SECTION 6: Business and Legal Entities

### 6.1 – Corporations, Brand Partnerships, Limited Liability Companies, and Trusts

To become a new Brand Influencer as a Business Entity or to change the status to a Business Entity, the following must be provided to revival U:

- i. A completed Agreement signed by an individual authorized by the Business Entity;
- ii. A copy of the official notification from IRS issuing the Business Number to the Business Entity (which notification must include the Business Number itself);
- iii. A copy of the incorporation or other constating documents that have been certified by the applicable government body in the jurisdiction of incorporation or existence of the Business Entity;
- iv. The full name and address of all of the equity owners with more than 5 percent ownership of the Business Entity and of all managers, directors, officers and trustees, as applicable;
- v. A copy of a fully signed resolution authorizing the Business Entity to enter into the Agreement; and
- vi. A letter from the Business Entity designating one individual, who must be at least 18 years of age, as the responsible party for the Business Entity's operations and sales.

A sole proprietorship, Brand Partnership, corporation or a trust (a "Business Entity") may become a Brand Influencer subject to prior approval by revival U, however, no individual may hold an interest in more than one position. Equity owners, managers, officers, directors, trustees or beneficiaries of a Business Entity applying as a Brand Influencer may not have been (i) a Brand Influencer as an Individual, or (ii) an equity owner, officer, manager, director, trustee or beneficiary of another Brand Influencer Business Entity within six (6) calendar months preceding the execution of the new Agreement.

### 6.2 – Non-Profit Organizations

Non-Profit Organizations may become Brand Influencers of revival U; notarized copies of the following accompany the Brand Influencer Application & Agreement:

- Articles of incorporation, Brand Influencer agreement, trust documents and/or other applicable governing documents;
- A list of all directors and officers involved in the Non-Profit Organization and those who are authorized to enter into a contract on behalf of the organization;
- A federal ID number or other applicable identification number associated to the non-profit organization;
- Verification of 501c (3) status.
- Shareholders, directors, officers, Brand Influencers, members, beneficiaries, and trustees, as applicable, of a Brand Influencer entity shall agree to be hold each personally liable to revival U and bound by the Agreement and the P&Ps.

## SECTION 7: Sponsorship

### 7.1 – Sponsor Support and Training

Brand Influencers may sponsor other Brand Influencers in any country in which revival U is authorized and open for business. Sponsors shall ensure that each new Brand Influencer has received, has access to and understands revival U's Agreement, the P&Ps and the Compensation Plan. A Brand Influencer will be compensated only for generation of sales, not for sponsoring new Brand Influencers into the Program.

Brand Influencers must provide ongoing advice and support to their downline organization and maintain regular communication and bona fide advisory support to Brand Influencers in their downline. Brand Influencers are encouraged to assist new Brand Influencers in training and enrolling new Customers and other Brand Influencers.

### 7.2 – Transfer of Sponsorship

Changing Sponsors is strictly prohibited except as expressly set forth herein. A Brand Influencer may rejoin revival U under a new Sponsor, only after a period of no less than six (6) months from the date that the Brand Influencer's relationship with revival U was voluntarily terminated or he or she failed to renew the Agreement.

Although it is strongly discouraged and is seldom permitted, a Brand Influencer may transfer to a different Sponsor or Sponsorship line, subject to the written approval of revival U, which may be withheld in its sole discretion, subject to the following conditions.

- (i) If the transferring Brand Influencer is within the same Sponsorship group, notarized signatures are required from all Brand Influencers that are or may be impacted by the move.
- (ii) If the transferring Brand Influencer is outside the same Sponsorship group, a notarized statement signed by all affected upline Brand Influencers shall be submitted reflecting that each affected party understands and consents to the transfer. Any request for transfer of Sponsorship shall be first submitted to revival U in writing explaining the reason for the request of transfer;
- (iii) A fifty dollar (\$50) transfer fee shall be paid to revival U;
- (iv) A written request for transfer explaining the exact reason for the requested transfer shall be submitted to revival U and;
- (v) The final approval of revival U, if granted, will apply only to the Brand Influencer making the request and not the Brand Influencer's downline organization.

### 7.3 – Sponsor Disputes

The person whose name appears on the original Agreement submitted to revival U is the Sponsor. revival U reserves the right to review sponsoring practices.

## SECTION 8: Sale of Products

### 8.1 – Terms of Products

revital U has the sole right to accept or reject Customer orders for products, to establish and change without notice the Customer 's prices of products and to establish the terms and conditions of their offering. revital U and its affiliates may discontinue offering or selling any product, without liability or obligation. Brand Influencers may only offer products in accordance with rates and terms and conditions established by revital U, or its affiliates. Brand Influencers may only use those means of marketing and selling of products that are acceptable to revital U and its product providers, as specified verbally, in writing, or posted in revital U's website from time to time.

### 8.2 – Personal Purchases

Brand Influencers are not personally required to become a revital U Customer, purchase products, literature or sales aids (i) to become a Brand Influencer, (ii) to receive commissions, bonuses or other remuneration under the revital U Compensation Plan, or (iii) move up in rank or status within the revital U Compensation Plan. The only mandatory payment to become a Brand Influencer is enrolling in the revital U program. Brand Influencers must not represent that there is any obligation to purchase products, literature or sales aids, nor shall they represent that bonuses, commissions or other earnings may be obtained solely from the purchase of such materials.

A Brand Influencer may purchase products directly from revital U. Should a Brand Influencer obtain products from the Brand Influencer 's Sponsor or upline Brand Influencer 's personal inventory and a replacement product order is not placed and processed through revital U, no commissions or overrides, will be paid by revital U on such transactions.

### 8.3 – Customer Qualifications

Commissions, bonuses and the advancement to levels in the revital U Compensation Plan are based on the sale of products to Customers. All forms of stockpiling are strictly prohibited including, but not limited to, purchases of products primarily for the purposes of qualifying for additional compensation.

revital U recognizes that a Brand Influencer will purchase products for the Brand Influencers personal use, however, revital U strictly prohibits the purchase of products in unreasonable amounts in an attempt to qualify for advancement in the Compensation Plan. Establishing a Customer account when the Customer does not intend to use the product is unethical and a breach of the Agreement and these P&Ps. A Customer account cannot be moved from one Brand Influencer to another unless that customer has been inactive for at least six (6) months.

### 8.4 – Preferred Customer Rules

A Preferred Customer must personally opt-in to the Preferred Order Program. Invalid Preferred Customer orders are defined as orders submitted to the Company as Preferred Customers for qualification purposes without authorization from the Customer.

If a Brand Influencer submits a Preferred Customer order without the Customer's consent, the Brand Influencer will be subject to disciplinary action, including termination. Preferred Customer orders cannot be paid by or shipped to a Brand Influencer for any reason. No exceptions.

#### 8.5 – Payment Options

Product purchases must be paid by credit card unless specifically stated otherwise by revival U. No orders will be shipped without prior payment.

#### 8.6 – Purchases on Behalf of Others

A Brand Influencer shall not use another person's credit card when placing orders or place an order for a retail or preferred customer using the Brand Influencer's credit card. The purchase of products on behalf of another Brand Influencer, preferred or retail customer or through another Brand Influencer's retail or preferred customer's ID number is prohibited. No Brand Influencer may advance money or promise reimbursement to a prospect in order to solicit them to purchase products. A Brand Influencer may not purchase or sell a retail or preferred customer from or to any other Brand Influencer for any reason.

### SECTION 9: revival U Opportunity

Each Brand Influencer begins with an equal opportunity for income. The revival U business presentation script is designed for Brand Influencer to present the revival U business clearly and easily. Brand Influencers understand and agree that only revival U corporate materials may be used in training sessions and business presentations. Brand Influencers must present the Brand Influencer and Customer opportunities as separate relationships, so that each prospect will choose only those relationships he or she truly desires.

In presenting the revival U opportunity to potential Brand Influencers, only those figures published by revival U and made available to Brand Influencers for the specific purpose of sponsoring may be utilized. The use of other written or verbal income projections, actual Brand Influencer commissions, all other income potential presentations whatsoever, or any other unauthorized materials are strictly prohibited.

#### 9.1 – Earnings

All compensation paid to Brand Influencers is based upon Retail and Preferred Customer acquisitions and the related amount of products purchased by those customers. revival U makes no guarantees of income or claims of profits or success. Any success achieved is based solely upon a Brand Influencer's personal effort, commitment and skills. Brand Influencers may not make income projections or Income claims when presenting or discussing the business opportunity, revival U, its products, or the revival U Compensation Plan to a prospective Brand Influencer or Customer. Hypothetical income examples that are used to explain the operation of the Compensation Plan, and which are based solely upon mathematical projections, may be made to prospective Brand Influencers, so long as the Brand Influencer makes it clear to the prospective Brand Influencer that such earnings are hypothetical, as well as providing to each



prospective participant a copy of the current revival U Income Summary Statement, which outlines what a “typical participant” in the Compensation Plan is likely to make. The revival U Income Summary Statement will change from time to time to reflect updates in compensation figures. Currently, it reads as follows:

“While this is a great money-making opportunity, it is important to keep in mind that there are no guarantees regarding income. Our estimate of what the typical participant is likely to earn is approximately three hundred twelve dollars (\$312) per year. A participant, for the purposes of this estimate, includes all participants who make a sale within a one-year period. This estimate will be updated annually. This ‘typical’ figure is Brand Influencer of the smallest range of compensation expected to be earned by over fifty percent (50%) of all participants in the plan.”

## 9.2 – Telephone Procedures

Brand Influencers may not answer the telephone in any matter that gives callers a reason to believe that they have reached the corporate offices of revival U. Brand Influencers may not answer the telephone by responding “revival U” or by using any other form of their name which could be considered deceptive or misleading by the general public.

## 9.3 – Events

revival U supports the practice of opportunity meetings, business receptions and training for the purpose of facilitating sales, as they are valuable tools when conducted with professionalism and integrity. Brand Influencers may charge an entrance fee, but the total fees received must not exceed the reasonable cost of such meetings and trainings or special events; provided, however, no Brand Influencer may charge a fee or request payment from a prospective Brand Influencer or Customer. No meeting or training is allowed to create any profit to those Brand Influencers conducting the event. Brand Influencers sponsoring such events must keep a detailed registration list of all attendees and documentation of revenues and expenses. revival U, in its sole discretion, may those Brand Influencers conducting the event. Brand Influencers sponsoring such events must keep a detailed registration list of all attendees and documentation of revenues and expenses. revival U, in its sole discretion, may attend and audit any event to ensure compliance with these Policies and may use recording devices in connection with such audits.

## 9.4 – Soliciting and Cross-Recruiting Restrictions

Brand Influencers understand and agree that Customers procured on behalf of revival U, are Customers of revival U and its business Brand Influencers. During the term of the Agreement and for one (1) year thereafter, Brand Influencers may not:

- i. Directly or indirectly recruit revival U Brand Influencers for other Network Marketing businesses or opportunity (a “Competing Activity”). The term recruit means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly (including but not limited to the use of a website or social media), or through a third party, another revival U Brand Influencer to enroll in a Competing Activity. This conduct constitutes recruiting even if a Brand Influencers actions are in response to an inquiry or contact made by another Brand Influencer.

- ii. Otherwise solicit, divert, take away or interfere with any of the Customers, employees of revival U or its business Brand Influencers.
- iii. To terminate or alter his or her business or contractual relationship with revival U.
- iv. Associate their revival U business activities with any non-revital U business opportunity, products, services, and other competing or inappropriate activities.
- v. Cross-recruit existing Brand Influencers or Customers from other Sponsors and/or downlines to move to their team.

Notwithstanding this prohibition, it is permissible for a Brand Influencer to recruit his or her immediate family members during this twelve (12) month period for Competing Activities, even if those immediate family members are current revival U Brand Influencers. Brand Influencers stipulate that because Competing Activities are conducted in other countries, often through networks of independent contractors, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Brand Influencers agree that this non-solicitation provision shall apply in all countries in which revival U conducts business at the time the restriction is applicable. Brand Influencers agree that the geographic scope applicable to this provision is reasonable and further waive any claim or defense that the non-solicitation provision is void or voidable based on the breadth of its geographic scope.

Each Brand Influencer stipulates that if he or she violates any part of this section, revival U will be irreparably harmed and calculation of the full extent of revival U's damages will be difficult. Brand Influencer therefore stipulates that revival U shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against Brand Influencer and all those acting in concert with him or her to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which revival U may be entitled, including disciplinary sanctions under the Agreement and recovery of damages caused by a Brand Influencers' breach. The provisions of this section shall survive termination of the Agreement.

#### 9.5 – Endorsements

Brand Influencers may not make any claim that revival U or any of its products have been endorsed by any regulatory agency.

#### 9.6 – Inventory Loading / Bonus Buying Prohibited

revital U prohibits bonus buying. Bonus buying is any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product purchases by end user consumers and includes, but is not limited to, (i) purchasing products through a straw man, nonexistent person or business entity or other artifice; (ii) the enrollment of individuals or business entities without their knowledge of and/or execution of an Agreement by such individuals or business entities; (iii) the fraudulent enrollment of an individual or entity as a Brand Influencer or Customer; (iv) the purchasing of products or other items on behalf of another Brand Influencer or Customer or under another Brand Influencer; or Customer's I.D. number to qualify for commissions or bonuses; or (v) the use of a credit card by or on behalf of a Brand Influencer or customer when the Brand Influencer or Customer is not the account holder of such credit card.

revital U retains the right to limit the amount of purchases a Brand Influencer may make if it believes, in its sole discretion that those purchases are made solely for compensation or qualification purposes instead of for resale or business building.

revital U may revoke a rank advancement if it was earned in violation of this policy. revital U recognizes that Brand Influencers may wish to purchase certain products for their own use and/or for retail sale. However, revital U strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products only or primarily to qualify or earn for compensation or to achieve a specific rank.

#### 9.7 – Stacking

Stacking is the fraudulent manipulation of the revital U Compensation Plan. Stacking occurs when a Sponsor places Brand Influencers or Customers under a downline Brand Influencer (who may not know or have any relationship with the Customers and/or Brand Influencers) in order to trigger commission and/or a promotion. Stacking is unethical and unacceptable behavior and may result in the termination of the Agreements of all Brand Influencers found to be involved and will result in the loss and claw back of all commissions, bonuses and other payments.

#### 9.8 – International Sales

A Brand Influencer who chooses to Sponsor internationally may do so, only in countries in which revital U has registered to operate its business and must comply fully with the Rules of Operation of a Brand Influencer in that country. Any violation of this rule constitutes a material breach of this Agreement and is grounds for immediate termination of the Brand Influencer position.

#### 9.9 – Product Claims

Brand Influencer shall make no claim, representation or warranty concerning any product of revital U except those expressly approved in writing by revital U or contained in the official revital U materials.

#### 9.10 – Promotional Items

All promotional items that bear revital U's name or logo shall be purchased solely from revital U or its approved supplier unless prior written permission is obtained from revital U.

#### 9.11 – Telemarketing

Telemarketing is strictly prohibited. The Federal Trade Commission and Federal Communications Commission both have laws that restrict telemarketing practices. Both federal agencies (as well as a number of States) have “do not call” regulations as part of their telemarketing laws. Although revital U does not consider Brand Influencers to be “telemarketers” in the traditional sense or the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

- i. Therefore, Brand Influencers must not engage in telemarketing in the operation of their revival U business. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a revival U product or to recruit them for the revival U opportunity. “Cold calls” made to prospective Customers or Brand Influencer that promote either revival U products or the revival U opportunity constitute telemarketing and are prohibited. However, a telephone call placed to a prospective Customer or Brand Influencer is permissible under the following situations;
- ii. You may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of “telemarketing” that is not subject to this exemption. Thus, if you engage in calling “acquaintances” you must make such calls on an occasional basis only and not make this a routine practice.
- iii. The prospect’s personal inquiry or application regarding a product offered by the Brand Influencer, within the three (3) months immediately preceding the date of such a meeting.
- iv. If the Brand Influencer has an established business relationship with the prospect. An “established business relationship” is a relationship between a Brand Influencer and a prospect based on the prospect’s purchase, rental or lease of goods from the Brand Influencer, or a financial transaction between the prospect and the Brand Influencer within eighteen (18) months immediately preceding the date of a telephone call to introduce the prospect’s purchase of a product,
- v. If the Brand Influencer receives written and signed permission from the prospect authorizing the Brand Influencer to call. The authorization must specify the telephone number(s), which the Brand Influencer is authorized to call.
- vi. In addition, a Brand Influencer shall not use automatic telephone dialing systems relative to the operation of their company business. The term “automatic dialing system” means equipment which has the capacity to (a) store or produce telephone numbers to be called, using a random or (b) to dial such numbers.

## 9.12 – Price Changes

Prices for revival U’s products and literature are subject to change without prior notice.

## 9.13 – Receipts, Retail Pricing

Brand Influencers may not sell revival U products for more than the retail price posted on revival U’s website. Brand Influencers who sell directly to a Retail Customer must provide the Retail Customer with a Retail Sales Receipt at the time of sale. In addition, Brand Influencers must keep copies of each Retail Sales Receipt issued for one year after the date of the sale. revival U may, at any time, request submission of Retail Sales Receipts in order to verify retail sales for any given pay period.

Brand Influencers must fully complete all information for each Retail Sales Receipt, including Customer contact information, product(s) sold, price and Brand Influencer information. Failure to provide accurate, verifiable and complete Retail Sales Receipts within ten (10) days of request may result in disciplinary action, including suspension or termination at the sole discretion of revival U.

#### 9.14 – Sales Tax

To ensure compliance with the sales and use tax requirements of each state, unless required otherwise by state law, revival U may, at its option, collect and remit all applicable sales and use taxes on products and promotional materials sold to Brand Influencers and retail Customers based on the suggested retail price of the product. The applicable rate of tax due shall be based on the address to which the product and / or materials are shipped. If a Brand Influencer requests a tax-exempt purchase for products purchased for resale (not for personal use), the Brand Influencer shall provide revival U with a true and correct copy of a current resale certificate/or tax-exempt certificate from the applicable state. Brand Influencer will be responsible for submitting an updated copy of the tax-exempt certificate on a yearly basis in order to maintain the tax-exempt status on their account.

#### 9.15 – Sales Presentations

At sales presentations, Brand Influencers shall truthfully identify themselves, their products, and the purpose of their business to prospective Customers. Brand Influencers may not use any misleading, deceptive, or unfair sales practices. Explanations of products offered shall be accurate and complete including, but not limited to, with regard to price, terms of payment, and inability to provide guarantees of savings. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness (note, however, that telemarketing is not permitted). Brand Influencers must immediately discontinue a sales presentation upon the request of a potential Customer. Brand Influencers shall not directly or by implication, denigrate any other company or product, Brand Influencer or revival U employee. Brand Influencers shall refrain from using comparisons, which are likely to mislead, and which are incompatible to the principles of fair competition. Brand Influencers shall not abuse the trust of individual consumers and shall not exploit a customer's age, illness, lack of understanding or lack of language expertise.

#### 9.16 – Orphan Customers

An Orphan Customer is a Customer who has never been assigned to a Brand Influencer. A Brand Influencer may claim an Orphan Customer when the following criteria are met:

- i. The Brand Influencer can provide the name and pertinent information of the Orphan Customer.
- ii. The Orphan Customer's sale date is no more than thirty days (30) from the Orphan Customer's start date; and the Brand Influencer has disputed the missing Orphan Customer with Brand Influencer Services within this (30) day periods.
- iii. The Orphan Customer submits a request to Brand Influencer Services to be placed under a Bi within thirty days (30) of signing up.
- iv. Customers sponsored by cancelled Brand Influencers are not considered Orphans and will not be transferred to another Brand Influencer. An Orphan Customer in cancelled status cannot be transferred to another Brand Influencer.

## 9.17 – Customer Privacy

An individual's right to limit use of personal information is an essential aspect of revival U service. Brand Influencers are charged with being the guardians of Customer information. A Brand Influencer will not use in any way any information provided by the Customer during the enrollment process, or which the Customer may disclose during the subscription process, or information provided by revival U about the Customer, to market products to the Customer, or for any other purpose. Applicable privacy laws require that revival U and its Brand Influencers protect this personal information from dissemination to anyone and limit the ways in which revival U may use the information without appropriate Customer approval. revival U's privacy policy is available for public review at [www.revitalu.com](http://www.revitalu.com).

Brand Influencers must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and Social Security numbers, or other tax ID information provided by a Retail or Preferred Customer, prospective Customer or other Brand Influencers. Brand Influencers must hold such information in strict confidence. Brand Influencers are responsible for the secure handling and storage of all documents that may contain such private information. Brand Influencers must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and Customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files, or (iv) shredding paper files containing confidential information or Customer data. Brand Influencers should retain documents containing such information for only as long as necessary to complete the transaction. Brand Influencers should dispose of any paper or electronic record containing Customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (A) shredding; (B) permanently erasing and deleting; or (C) otherwise modifying the Customer data and other confidential information in those records to make it illegible, un-reconstructible, and indecipherable through any means.

## 9.18 – Unauthorized Contact

Under no circumstance is a Brand Influencer permitted to directly contact any supplier or provider with whom revival U (or any of their respective affiliates) has contracts, without receiving prior written authorization from an authorized officer of revival U. Brand Influencers may not directly contact regulatory agencies or any retail provider on behalf of revival U or in connection with any revival U business, without receiving prior written authorization from an authorized officer of revival U. Brand Influencers may not solicit any employee of revival U (or any of their respective affiliates) or any person located at revival U corporate headquarters.

## 9.19 – Communications

All electronic communications by Brand Influencers should be clear, honest and complete so that the recipient of the communication will know the exact nature of what is being offered. Brand Influencers sharing personal information collected online shall provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, shall refrain from sharing such information.

Brand Influencers shall provide individuals the option to terminate any further communication and will ensure communications are terminated in a timely manner when any request to cease communications is received. Brand Influencers are required to abide by all applicable laws and regulations regarding electronic, telephonic or written communications and shall not conduct such activities in any market where such activities are prohibited by law.

#### 9.20 – Claims and Warranties

BRAND INFLUENCERS MAY MAKE NO CLAIM, REPRESENTATION OR WARRANTY CONCERNING ANY PRODUCT OF REVITAL U, EXCEPT THOSE EXPRESSLY APPROVED IN WRITING BY REVITAL U OR CONTAINED IN COMPANY MATERIALS. EXCEPT AS EXPRESSLY STATED HEREIN. REVITAL U MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH REVITAL U TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### 9.21 – Right to Cancel

- (a) Unless otherwise specified by law, Brand Influencers have the right to cancel a purchase within three (3) days from the date of sale and receive full refund. One copy of revival U receipt must be given to the Customer. In addition, Brand Influencers must inform Customers of the three (3) day right to cancel at any time the Customer purchases products.
- (b) Refund upon a Brand Influencer's Termination. A Brand Influencer whose business relationship with revival U is terminated voluntarily or involuntarily has the right to return for repurchase on commercially reasonable terms, currently marketable inventory, including product, revival U produced promotional materials and sales aids in possession of the Brand Influencer. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of currently marketable inventory which is still in its original packaging and purchased within twelve (12) months from the Brand Influencer's date of purchase at not less than ninety percent (90%) of the Brand Influencer's original net cost less shipping fees, appropriate set-offs and legal claims, if any. In addition, for purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the product's or sales aids' commercially reasonable usable or shelf life period has passed; nor shall products or sales aids be considered "currently marketable" if revival U clearly discloses to the Brand Influencer prior to purchase that the products or sales aids are seasonal, discontinued, or special promotions and are not subject to the repurchase obligation. In addition, any product purchased from revival U on a month-to-month basis (such as the U Office Pro website subscription) will be deemed used and nonrefundable on the first day after each billing charge that month.
- (c) State Law. Where any state may require a different buy back policy than revival U, that state's buyback policy will apply. The following only applies to Brand Influencers who are residents of the states listed below and are in addition to the refund policy set forth in the Policies:

In Georgia: revival U will repurchase all unencumbered products, sales aids, literature, and promotional items, which are in a reasonably resalable or reusable condition and which, were acquired by the Brand Influencer from revival U. The repurchase shall be at a price not less than ninety percent (90%) of the original net cost to the Brand Influencer of the goods being returned. For purposes of this paragraph, "original net cost" means the amount actually paid by the Brand Influencer for the goods, less any consideration received by the Brand Influencer for purchase of the goods that is attributable to the specific goods being returned. Goods shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition at the time the goods are returned to revival U. Goods which are no longer marketed by revival U shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition and are returned to revival U within one (1) year from the date revival U discontinued marketing the goods; provided, however, the goods which are no longer marketed shall be deemed not "resalable or reusable" if the goods are sold to Brand Influencer as non-returnable, discontinued, or seasonal items and the non-returnable, discontinued, or seasonal nature of the goods was clearly disclosed to the Brand Influencer seeking to return goods prior to the purchase of the the purchase of the goods by the Brand Influencer.

In Maryland: revival U will repurchase products that are in resalable condition at the price actually paid by the Brand Influencer for the products being returned within three (3) months of purchase.

In Massachusetts and Wyoming: revival U will (i) repurchase all unencumbered products in a resalable condition then in the possession of the Brand Influencer at a price of not less than ninety percent (90%) of the original net cost to the Brand Influencer returning such goods taking into account any sales made by or through such Brand Influencer prior to notification to revival U of the election to cancel, (ii) repay ninety percent (90%) of the original net cost of any product provided to Brand Influencer, and (iii) refund ninety percent (90%) of any other consideration Brand Influencer paid to revival U in order to participate in the marketing program. In Louisiana: revival U will repurchase all or part of any product that is in a resalable condition (i) at ninety percent (90%) of the original net cost to the Brand Influencer, and (ii) repay ninety percent (90%) of the original net cost of any product provided to Brand Influencer, and (iii) refund ninety percent (90%) of any other consideration Brand Influencer paid to revival U in order to participate in the marketing program.

In Montana: Brand Influencers who are residents of Montana who cancel their participation in revival U within Fifteen (15) days are entitled to a one hundred percent (100%) refund of any consideration given to participate in revival U. Upon the request of a Montana Brand Influencer who decides to terminate participation in revival U, revival U will repurchase, at not less than ninety percent (90%) of the amount paid by the Brand Influencer, any currently marketable goods sold to the resident within twelve (12) months of the request that have not been resold or consumed by the resident. If disclosed to the Montana Brand Influencer at the time of purchase goods are not considered currently marketable if the goods have been consumed rendered or if the goods are seasonal, discontinued, or special promotional items. Sales plan or operation promotional materials, sales aids, and sales kits are subject to this refund provision if they are a required purchase for the Montana Brand Influencer or if the Brand Influencer has received or may receive a financial benefit from their purchase.



## SECTION 10: Shipping

### 10.1 – Shipping and Handling

It is the ordering Brand Influencer's/Retail/Preferred Customers sole responsibility to indicate (a) the method and means of shipping and (b) the destination address.

### 10.2 – Damaged Goods or Loss

The shipping company is responsible for any damages that occur after it takes physical custody of the products. Therefore, it is important that the damage is reported promptly in order to allow revival U to file claim with the shipper. The purchaser of revival U products who receives damaged goods shall:

- i. Accept delivery.
- ii. Before the driver leaves, note on the delivery receipt the number of boxes that appear to be damaged and require the driver to acknowledge the damage in writing.
- iii. Save the damaged products or boxes for inspection by the shipping agent
- iv. Contact revival U's Brand Influencer Services to arrange for a replacement order to be shipped and a damaged goods claim filed. Send pictures of the damaged product to revivalU Support (support@revitalu.com).

### 10.3 – Inaccurate Delivery

If a Brand Influencer returns products valued at more than five hundred dollars (\$500) If a product is shipped in error by revival U, the unordered merchandise may be returned at the revival U's expense provide the following steps are taken:

- i. A Brand Influencer or Retail/Preferred Customer notifies revival U within five (5) days of receipt of order;
- ii. A copy of the shipping or packing slip shall be enclosed by the Brand Influencer or Retail/Preferred Customer; and
- iii. Products shall be returned in original containers and shall be packed properly to prevent damage in return shipment.

Revital U will bear no fault or responsibility for a product shipped to the wrong address as a result of the Brand Influencer 's or Customers inputting a wrong address. Any charges incurred by revival U for the return of the shipment will be passed on to the Brand Influencer or Customer.

### 10.4 – Refused Shipments

Should a Brand Influencer refuse delivery on any order placed with revival U, revival U shall have the right to place the Brand Influencer in suspension pending resolution of the refused delivery. Neither a Brand Influencer nor a Retail/Preferred Customer shall refuse any shipment from revival U unless prior approval from revival U has been received. Should the receiving party of any order shipped from revival U refuse to accept delivery and the shipment is returned to revival U, the ordering Brand Influencer's status will be suspended pending resolution of the delivery refusal. Non-accepted delivery charges will be debited to the Brand Influencer's account. If revival U determines that a valid reason exists for refusing shipment, it will instruct the Brand Influencer or Retail/Preferred Customer on the proper procedure for a return.

## SECTION 11: Returns

### 11.1 – Customer Guarantee

revital U offers a 30-day money-back guarantee to all Retail Product Customers from the date of purchase in the system. If a Customer is dissatisfied with any of revital U's products for any reason, then the Customer may return that product in its original package and shipping containers, with proof of purchase, to revital U for a full refund of the purchase price minus shipping. The Customer is responsible for the cost of return shipping. If the product was purchased directly from a Brand Influencer, the Customer will need to return the product and the original invoice to the Brand Influencer, who will refund the product purchase price to the Customer.

In order to process a return, The Retail or Preferred Customer is required to contact revital U to obtain a Return Merchandise Authorization (RMA) Number. This number must be written on the outside of the shipping box. If a package is returned without an RMA Number, the refund may be delayed or refused. An RMA Number is valid for ten (10) business days. Returns will not be authorized due to the Preferred Order Program

### 11.2 – Excessive Return Activity

for a refund in any twelve (12) consecutive month period, the request will be treated as the Brand Influencer's voluntary termination of his or her Brand Influencer Agreement and a refund will be processed as a return of inventory upon termination pursuant to the section below.

### 11.3 – Termination Returns

A Brand Influencer who terminates their business relationship with revital U has the right to return for repurchase on commercially reasonable terms currently marketable inventory, including revital U produced promotional materials, sales aids and kits in the possession of the Brand Influencer and purchased by the Brand Influencer for resale prior to the date of termination. For purposes hereof "reasonable commercial terms" shall mean the repurchase of marketable inventory within twelve (12) months from the Brand Influencer's date of purchase at not less than ninety percent (90%) of the Brand Influencer's original net cost less shipping fees, appropriate set-offs and legal claims, if any. In addition for purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the products commercially reasonable usable or shelf life period has passed (shelf life will be deemed to have passed if the product package has been opened); nor shall products be considered "currently marketable" if revital U clearly discloses to the Brand Influencer prior to purchase that the products are seasonal, discontinued, or special promotional products and are not subject to the repurchase obligation. revital U will not issue a refund nor replace any product previously certified as having been sold under the seventy percent (70%) rule. No refunds will be issued unless a Brand Influencer is in strict compliance with the procedures contained herein:

- i. A written return request shall be submitted, stating the reason for the termination, the reason for the return of product and/or sales materials, and accompanied by the original proof of payment and a copy of the Purchase Order Form or packing slip. Product returned without prior authorization will be returned to the Brand Influencer;

- ii. revival U will provide the Brand Influencer with a return authorization number, and will instruct the Brand Influencer where to ship the product for inventory verification. Upon receipt and inspection of the return, revival U will process the appropriate refund for payment; and
- iii. The Brand Influencer shall pay for the cost of return shipping.
- iv. All commissions, overrides and bonuses paid to a terminated Brand Influencer as a result of any product returned upon termination shall be repaid to revival U. revival U may deduct such amounts from any commissions or other amounts owed to the Brand Influencer. All commissions, overrides, and/or bonuses paid to a Brand Influencer's upline on a returned product shall be deducted or repaid to the upline Brand Influencer.

## SECTION 12: Commissions

### 12.1 – Eligibility for Commissions

All Brand Influencers must be active and qualified in accordance with the revival U Compensation Plan in order to receive any commissions, bonuses and other compensation. Qualification and eligibility requirements are contained in the revival U Compensation Plan. revival U may change any portion of the revival U Compensation Plan, including, without limitation, commission percentages, commission structure, bonuses and/or any other form of compensation at its option and in its sole discretion. For clarity, no personal purchases are required to maintain active status. Commissions are paid ONLY on the sale of revival U products. No Commissions are paid on the purchase of a Brand Influencer enrollment or for Sponsoring Brand Influencers.

### 12.2 – Offset of Commissions

Any commissions or bonuses earned and paid on products returned is the obligation of and shall be repaid to revival U by the Brand Influencer originally paid such commissions or bonuses. revival U has the right to offset such amounts against future commissions and other bonuses paid or owed to the Brand Influencer and the Brand Influencer's upline who participated in an override.

### 12.3 – Business Reports

A monthly organizational and business summary report, including the number of sponsored Brand Influencers and product Customers, is included at no extra additional cost with the business subscription. Each Brand Influencer acknowledges the Report is proprietary and confidential to revival U and is transmitted to the Brand Influencer in strictest confidence. Brand Influencer agrees he or she will not use, copy or distribute the Report other than for the benefit of revival U and for the purpose of operating his or her Brand Influencer business. Each Brand Influencer acknowledges the Report may contain information concerning the Brand Influencer, including, but not limited, to his or her name, address, phone number, products and earnings, and by executing the Agreement, consents to the dissemination of the Report.

### 12.4 – Commission and Bonus Qualifications

A Brand Influencer must be in good standing and in compliance with the revival U P&Ps to qualify for Commissions and Bonuses.

As long as a Brand Influencer complies with the terms of the Brand Influencer Agreement, revival U shall pay Commissions and Bonuses to such Brand Influencer in accordance with the Compensation Plan. The minimum amount for which Revital U will issue a commission payment is ten dollars (\$10). If a Brand Influencer's Commissions and Bonuses for the period do not equal or exceed ten dollars (\$10), revival U will accrue the Commissions and Bonuses until they total ten dollars (\$10). Payment will be issued once ten dollars (\$10) have been accrued.

Notwithstanding the foregoing, all Commissions owed a Brand Influencer regardless of the amount accrued, will be paid at the end of each fiscal year or upon the Termination of a Brand Influencer's business.

A Brand Influencer must be Active, Qualified, Eligible and in good standing to be eligible for Commissions and Bonuses. Please refer to the Compensation Plan for details.

A Brand Influencer's Commissions and Bonuses constitute the entire consideration for the Brand Influencer's efforts in generating sales and all activities related to generating sales (including the building and Coaching of a Team organization).

Commissions, Overrides and Bonuses will be calculated by the fifteenth (15th) of each month, for the month prior. If the fifteenth (15th) falls on a legal holiday or weekend, Commissions, Overrides and Bonuses will be calculated prior to the next regularly scheduled business day.

- (a) revival U does not advance cash or any portion of Commissions / Bonuses relating to: cash prizes, cash payouts, trip programs or contests, etc.
- (b) Calendar period: A business week refers to the time period beginning at 12:00 A.M. Central Standard Time (CST) Saturday and ending on the following Friday at 11:59 P.M. Central Time (CST). A business month refers to the time period beginning at 12:00 A.M. Central Standard Time (CST) on the first (1st) day of the month and extending until 11:59 P.M. Central Standard Time (CST), on the last calendar day of the month; returned product(s) will have the corresponding month.

#### 12.5 – Commission Payout

revital U pays commissions via Hyperwallet. Hyperwallet offers a secure solution for getting commissions paid on the same day commissions are processed. The Brand Influencer's weekly and monthly commissions will be deposited directly into this FDIC insured account. As a courtesy, the Brand Influencer has an option of receiving a revival U branded Visa debit card linked to her or his account.

#### 12.6 – Weekly Commissions

revital U pays commissions via Hyperwallet. Hyperwallet offers a secure solution for getting commissions paid on the same day commissions are processed. The Brand Influencer's weekly and monthly commissions will be deposited directly into this FDIC insured account. As a courtesy, the Brand Influencer has an option of receiving a revival U branded Visa debit card linked to her or his account.

- i. Retail Commissions, new customer Bonuses, are weekly bonuses paid to Brand Influencers who enroll a minimum amount of total customers, within 30 days, to receive one-time bonuses of up to \$500.

- ii. Leadership Bonuses are weekly bonuses paid to Brand Influencers at the Executive Brand Influencer level or above who meet the minimum qualifications of the level, as set forth on the revival U Compensation Plan. Once the new Brand Influencer has enrolled the minimum number of Customers within the required time period, and then Leadership Bonuses will be distributed to appropriate eligible upline Brand Influencers.

#### 12.7 – Monthly Commissions

Monthly commissions are paid to Brand Influencers who are active and qualify within the required time period as set forth in the revival U Compensation Plan. These payments will be issued on the first Friday after the 15th of each month.

#### 12.8 – Commission Documentation Delivery

All documentation necessary for commission and bonus qualifications must be input, received and in pending or active status by revival U by the close of the weekly monthly commission period.

#### 12.9 – Commission Inquiries

Any commission discrepancy must be reported to revival U in writing. revival U must receive all commission inquiries within ninety (90) days of the commission release date.

#### 12.10 – Reissued Commissions

Brand Influencers must submit a request in writing if he or she wants a lost or missing commission reissued, which reissuance may take up to ninety (90) days.

#### 12.11 – Adjustment to Commissions and Bonuses

Brand Influencers' receive Commissions or Bonuses based on the actual sales of products to Customers. When a product is returned to revival U for a refund or is repurchased by revival U, any of the following may occur at revival U's discretion: (1) the Commissions, Bonuses or contest points attributable to the returned or repurchased product(s) will be deducted from payments due to the Brand Influencer and Upline. Brand Influencers who received Commissions, Bonuses or contest points on the sales of the refunded product(s), in the month in which the refund is given will see adjustments which will continue every pay period thereafter until the Commission or Bonus is recovered (1) contest points are one (1) time deductions; (2) the Brand Influencer or Upline Brand Influencers who earned Commissions or Bonuses based on the sale of the refunded amounts will see an adjustment in their Personal Team Volume in the next month and all subsequent months until the Commission or Bonus is completely recovered; or (3) the Commissions or Bonuses attributable to the returned or repurchased product(s) may be deducted from any refunds or credits to the Brand Influencer who received the Commissions or Bonuses on the sales of the refunded product(s).

## 12.12 – Commissions Payment Delay

revital U is not responsible for loss of commissions or delay in payment due to any of the following:

- i. The Agreement is not on file with revital U or is incomplete, incorrectly filled out or not executed;
- ii. Improper banking information is provided;
- iii. Outdated forms are submitted to revital U; or
- iv. There are issues in processing Business Influencer's information; or
- v. The Business Influencer's account has been placed on suspension.

## SECTION 13: Transfer or Sales

### 13.1 – Position Sale/Transfer or Assignment of revital U Business

Subject to revital U's prior review and written approval, which approval revital U may grant or withhold at its sole option and discretion, a Brand Influencer may sell or transfer his or her Brand Influencer position to an individual or a Business Entity. A "sale" will be defined as a change in which the individual selling the Brand Influencer position no longer maintains a financial interest in the Brand Influencer position upon completion of the sale. A "transfer" will be defined as a change in name and / or identification number, in a Brand Influencer position in which the individual transferring the Brand Influencer position still retains a financial interest upon completion of the transfer. The review and approval process will begin when revital U has received all of the documentation required in accordance with the requirements set forth in the Sale/Transfer form (available from Brand Influencer Services), including a payment for the applicable processing fees from the Brand Influencer who is selling or transferring the position.

Any Brand Influencer desiring to acquire an interest in another Brand Influencer's business shall first terminate his/her position and wait six (6) months before becoming eligible for such a purchase. All such transactions shall be fully disclosed to revital U and are subject to approval by an authorized officer of revital U in advance. Except as expressly set forth herein, a Brand Influencer may not sell, assign or otherwise transfer a Brand Influencer's entity (or rights thereto) to another Brand Influencer or to an individual who has an interest in a Brand Influencer entity.

### 13.2 – Inherited Positions

A Brand Influencer's position can be inherited. In order to assign a position, which has been inherited, a Brand Influencer of the estate of the deceased Brand Influencer must provide revital U with the following:

- i. A certified copy of the death certificate of the deceased Brand Influencer;
- ii. A copy of the will setting forth provisions affecting ownership of the Brand Influencer's position with proof of its admission to probate, or a certified copy of a court order determining heirship;
- iii. Certified Letters Testamentary setting forth the name of the personal Brand Influencer of the deceased Brand Influencer's estate, dated no more than sixty (60) days from the effective date of the transfer;
- iv. A fully completed Sale / Transfer Packet, signed by the personal Brand Influencer of the deceased Brand Influencer's estate and the transferee; and
- v. A fully completed Agreement entitled to the Brand Influencer position, signed by the transferee.

### 13.3 – Transfer upon Incapacitation of a Brand Influencer

Should a Brand Influencer become incapacitated and unable to work his or her business, and a family member or legal guardian wishes to assume operating control of the Brand Influencer's business, revival U requires the following medical and legal documentation:

- i. A certified copy of medical documentation outlining the condition of the Brand Influencer and his or her inability to effectively manage his or her revival U business; and/or
- ii. A copy of a living will setting forth provisions affecting ownership of the Brand Influencer position, or a certified copy of a court order determining legal guardian or trustee status; written instructions from the trustee instructing how the proceeds from the business should be paid; and a completed Agreement executed by the trustee.

Once received and reviewed, revival U has the sole discretion and right to approve or deny a request for a transfer of ownership of the Brand Influencer's business to the designated family member, legal guardian or trustee.

## SECTION 14: Confidentiality Agreement

During the term of the Agreement, revival U may provide Brand Influencers confidential information, including, but not limited to genealogical and downline reports, Customer lists and Customer information, Brand Influencer lists and information, business reports, commission or sales reports and such other financial and business information, which revival U may deem as confidential. All such information (whether in written or electronic form) is proprietary and confidential to revival U and is transmitted to Brand Influencers in strictest confidence on a "need to know" basis for use solely in Brand Influencers' business with revival U. To protect confidential information, Brand Influencers must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly, or indirectly; provide access to any password protected section of the revival U website, including providing any password to such section to any other person or entity. Brand Influencers must not use the information to compete with revival U or its respective affiliates or for any purpose other than promoting revival U's program and its products including but not limited to recruiting a revival U Brand Influencer for any competing activities, or attempting to influence or induce a Brand Influencer, Preferred Customer or Retail Customer, or employee of revival U to cease or alter his or her business relationship with revival U. Upon non-renewal or termination of the Agreement for whatever reason, Brand Influencers must discontinue the use of such confidential information and promptly return any confidential information in their possession to revival U. This requirement applies automatically and is not dependent on demand being made by revival U. Each Brand Influencer stipulates that if he or she violates the terms of this section, revival U will be irreparably harmed and calculation of the full extent of revival U's damages will be difficult. Brand Influencers therefore stipulates that revival U shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against Brand Influencer and all those acting in concert with him or her to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which revival U may be entitled, including disciplinary sanctions under the Agreement and recovery of damages caused by a Brand Influencer's breach. The provisions of this section shall survive termination of the Agreement.

## SECTION 15: Conflict of Interest

During the term of the Agreement, and unless otherwise agreed to by revival U in writing, revival U Brand Influencers are free to participate in other multilevel, direct sales, network marketing business ventures or marketing opportunities (collectively “Network Marketing”). However, during the term of the agreement, a Brand Influencer may not directly or indirectly market, offer or sell products or services that compete with, or are similar to revival U. Additionally, during the term of the Agreement, Distributors may not directly or indirectly recruit other revival U Brand Influencers for any other Network Marketing business or opportunity (a “Competing Activity”). The term “cross-recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly (including but not limited to the use of a website or social media), or through a third party, another revival U Brand Influencer to enroll or participate in a Competing Activity. This conduct constitutes recruiting even if the Brand Influencer’s actions are in response to an inquiry or contact made by another Brand Influencer. During the term of the Agreement, Brand Influencers are also prohibited from associating their revival U business activities with any non-revital U business opportunity, products, services, and other competing or inappropriate activities. For example, Brand Influencers whose employment or other non-revital U affiliations allow them access to information, such as customer credit card information or social insurance numbers are strictly prohibited from using this information in connection with their revival U business. For example, a Brand Influencer working for a store chain is not allowed to access Customers’ accounts in order to bypass the normal request procedures for revival U Customers. In addition, neither a Brand Influencer nor any member of his or her immediate family or any equity owner of a Brand Influencer Business Entity (as defined in Section 6) may be a revival U preferred vendor or supplier unless expressly authorized in writing by revival U. Brand Influencers are prohibited from offering revival U Products or promoting the revival U opportunity and/or Compensation Plan in conjunction with any non-revital U business plan, opportunity, product, activity or incentive. Brand Influencers are similarly prohibited from offering or promoting any non-revital U products or business opportunities at any revival U related meeting, seminar, convention, conference call, revival U related website or social media page, and other business functions.

### 15.1 – Cash or Monetary Incentives

revital U strictly prohibits Brand Influencers from offering any cash or financial incentives, promotions, prizes, or bonuses to their downline or upline as a method of influencing recruiting or customer acquisition. Further, revival U prohibits the use of cash or financial incentives, promotions, prizes or bonuses for the purpose of recruiting new Brand Influencers.

## SECTION 16: Termination

### 16.1 – Voluntary Termination Procedure

The Agreement may be voluntarily terminated by a Brand Influencer at any time for any reason. The Brand Influencer terminating the Agreement must submit a signed termination letter to the Compliance department ([compliance@revitalu.com](mailto:compliance@revitalu.com)). Termination of the Agreement will become effective upon receipt by revival U.

If an Agreement has been voluntarily terminated and the Brand Influencer chooses to



reactivate within six (6) months or less from the termination date, the Brand Influencer may reactivate his or her original position under his or her original Sponsor.

The Brand Influencer does not have the option of starting a new position under a new Sponsor. If an Agreement has been voluntarily terminated for a period greater than six (6) months, the Brand Influencer may start a new position under a new Sponsor.

## 16.2 – Involuntary Termination of the Agreement

At the sole discretion of revival U, the Agreement may be terminated for any breach of the Agreement, including, but not limited to, the following:

- i. Spamming or misrepresenting any aspect of any product being offered to a Customer;
- ii. Failing to renew his or her Brand Influencer active status as defined in these Policies;
- iii. Failing to comply with, or any breach or violation of any of the terms or provisions of the Agreement, the P&Ps, the revival U Compensation Plan or any published revival U procedure, guideline or directive, as solely determined by revival U;
- iv. Failing to earn a commission(s) for a period of twelve (12) or more consecutive months;
- v. Disparaging revival U, its affiliates or suppliers or its Brand Influencers;
- vi. Cross-recruiting, recruiting or soliciting on behalf of a competitor of revival U or engaging in any activity that constitutes a conflict of interest as set forth in these P&Ps;
- vii. Misrepresenting revival U by making claims contrary to revival U literature, P&Ps, instructions or directions; or
- viii. Failing to comply with any applicable local, or federal law, regulation or statute.

In the event of an involuntary termination, there will be a pro-rated refund of all amounts paid for any applicable Product Pack and website purchases. revival U expressly reserves the right to terminate the Agreement at any time.

## 16.3 – Appeal

When a decision is made to terminate a Brand Influencer, revival U will inform the Brand Influencer in writing via letter or email that his or her Agreement is subject to termination effective as of the date of the written notification or other specified date. The Brand Influencer will have ten (10) days from receipt of the notice to submit an appeal in writing via letter or email to the proposed termination. Appeals should be sent to [compliance@revitalu.com](mailto:compliance@revitalu.com). The failure to respond within ten (10) day period will be considered acceptance of the termination. If the Brand Influencer files a timely appeal, revival U will review the termination, consider any other appropriate information and notify the Brand Influencer of its decision, which will be made in its sole discretion. Any sanction(s) shall remain in place during the appeals process.

The appeal process is final and not subject to further review or appeal. The termination will be effective as of the date stated in the original termination notice. If a Brand Influencer's relationship with revival U is terminated for failure on the part of the Brand Influencer to comply with any of the terms or provisions of the Agreement, the P&Ps, the revival U Compensation Plan or any published revival U procedure, guideline or directive, he or she may not rejoin revival U as a Brand Influencer in any manner in the future.

#### 16.4 – Suspension

A Brand Influencer may be suspended for violating the terms of the Agreement, which includes the P&Ps, the Compensation Plan and other documents produced by revival U. When a decision is made to suspend a Brand Influencer, revival U will inform the Brand Influencer in writing via letter or email that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension, if any. The suspension notice will be sent to the Brand Influencer 's address or email on file with revival U pursuant to the notice provisions contained in these P&Ps. Such suspension may or may not lead to termination of a Brand Influencer 's position as so determined by revival U in its sole discretion. If the Brand Influencer submits an appeal in writing (letter or email) within fifteen (15) days from the date of the suspension notice, revival U will review and consider the suspension and notify the Brand Influencer in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of revival U will be final and not subject to further review or further appeal. revival U may take certain actions during the suspension period, including, but not limited to, the following:

- i. Prohibiting the Brand Influencer from holding Brand Influencer meetings or events as a Brand Influencer of revival U or using any of revival U's proprietary marks and/or materials;
- ii. Prohibiting the Brand Influencer from purchasing products from revival U; and/or
- iii. Prohibiting the Brand Influencer from sponsoring new Brand Influencers, contacting current Brand Influencers or attending meetings of Brand Influencers;
- iv. Prohibiting the Brand Influencer from earning commissions or bonuses
- v. Prohibiting the Brand Influencer from participating in any revival U-sponsored events or incentive trips;
- vi. If revival U, in its sole discretion, determines that the violation that caused the suspension is continuing, has not been satisfactorily resolved, or a new violation involving the suspended Brand Influencer has occurred, the suspended Brand Influencer may be terminated.

#### 16.5 – Effect of Nonrenewal or Termination

A Brand Influencer may be terminated for violating the Terms of the Agreement, which includes these P&Ps, the Compensation Plan or any other guidance documents produced by revival U. revival U may terminate a violating Brand Influencer without placing him/her on suspension, in revival U's sole discretion. When the decision is made to terminate a Brand Influencer, revival U will inform the Brand Influencer in writing via letter or email at the address or email in the Brand Influencer 's file that the termination has occurred. In the event the Agreement is not renewed or terminated, it will expire and the Brand Influencer:

- i. Will lose all rights to his or her position in the revival U Compensation Plan, including all future commissions, bonuses and other payments as of the effective date of expiration or termination;
- ii. Will lose all rights to purchase or sell revival U products;
- iii. Must remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to revival U or its affiliates' products, plans or programs;
- iv. Must cease representing himself or herself as a Brand Influencer of revival U;
- v. Must take all action reasonably required by revival U relating to protection of its confidential information and intellectual property.

#### 16.6 – Notification of Upline

revital U's compliance department may contact the upline of a Brand Influencer under investigation to inform him or her of the investigation. The compliance department may advise of corrective or follow up action from the upline Brand Influencer or his or her downline and may require evidence that he or she has addressed the issue as requested.

#### 16.7 – Reapplication

The acceptance of any reapplication of a terminated Brand Influencer or the application of any family member of a terminated Brand Influencer shall be in the sole discretion of revital U and may be denied.

#### 16.8 – Reporting Policy Violations

In the event that a Brand Influencer becomes aware of a violation of the revital U P&Ps by another Brand Influencer, he or she can confidentially notify revital U of the violation by contact the compliance department at [compliance@revitalu.com](mailto:compliance@revitalu.com).

#### 16.9 – Offset

revital U has the right to offset any amounts owed by a Brand Influencer to revital U, including, without limitation, any indemnity obligation incurred hereunder, from commissions or other payments due to the Independent Brand Influencer.

### SECTION 17: Intellectual Property and Advertising Policies

#### 17.1 – Intellectual Property

revital U's name, trademarks and copyrighted materials are owned by revital U or its affiliates and subsidiaries, and revital U's business Brand Influencers' name, trademarks and copyrighted materials are owned by the respective business Brand Influencers (collectively, the "Proprietary Marks"). The use of the Proprietary Marks and copyrighted materials by Brand Influencers must be approved in writing by revital U prior to use and must be in strict compliance with these P&Ps. Brand Influencers are not permitted to use Proprietary Marks in their business name, as a domain name or email address, on or in connection with any social or business networking site or in any other electronic media or transmission without revital U's prior written consent, which can be withheld in its sole discretion. Any right to use Proprietary Marks and copyrighted materials by a Brand Influencer is non-exclusive. Any and all goodwill associated with the Proprietary Marks and copyrighted materials (including goodwill arising from the Brand Influencer's use) inures directly and exclusively to the benefit of revital U and/or its affiliates (as applicable) and is the property of revital U and/or its affiliates (as applicable). On expiration or termination of the Agreement, no monetary amount shall be attributable to any goodwill associated with any Brand Influencer's use of the Proprietary Marks or copyrighted materials.

## 17.2 – Advertising and Promotional Materials

revital U has developed a success system based on proven experience and knowledge. As such, revital U has already created marketing materials and activities to fully support the revital U business. No other marketing material or activities are necessary to become successful as a revital U Brand Influencer. Only the promotional and advertising materials produced by revital U may be used to advertise or promote revital U business, whether written, recorded or online. Advertising and marketing materials are defined as any printed, broadcast or online communications including, but not limited to, advertisements, brochures, videos, flyers, banners, presentation materials, apparel, signage, internet, websites, video blogs, etc. revital U promotional and advertising materials may not be duplicated or reprinted without the prior written permission of revital U.

## 17.3 – Advertising Prohibited for Customers Sales

Advertising to gather Customers or to solicit is strictly prohibited. Brand Influencers may not create any advertisements (fliers, handouts, emails or materials) that even appear to solicit Customers or advertise prices or offers for product sales. Brand Influencers are only permitted to advertise the revital U opportunity to potential future Brand Influencers as set forth in these P&Ps.

## 17.4 – Development of Marketing Materials

revital U strictly prohibits Brand Influencer-created marketing materials.

## 17.5 – Guidelines for Permitted Advertising Materials

All advertising materials (i.e. print, flyers, etc.) used by Brand Influencers for marketing purposes hereunder can be found online in the U Office. These are the ONLY advertising materials that Brand Influencers are permitted to use. Any deviation from or changes to these materials is strictly prohibited. Brand Influencers are not permitted to create their own customized advertising materials. Doing so, will be considered a breach of the Agreement, and could lead to all applicable Contracts being null and void due to regulatory and legal issues.

## 17.6 – Internet Advertising and Sale Policy for Brand Influencers

revital U prohibits the use of any unapproved online advertising to promote the revital U opportunity, any products, any online video, any revital U web site address or subdomain of a revital U website address except as expressly set forth herein. Other than through a personal business website (as described below), Brand Influencers are prohibited from using Internet sponsored links to take orders or leads for the revital U opportunity. Brand Influencers may not promote or sell revital U business opportunity, or revital U products on EBay, Facebook, MySpace, Craig's List or any other business or social networking Internet site.

Brand Influencers are welcome to use the term Brand Influencer for revital U in the name/description of various social media sites for their business. It is prohibited to use the word "official" which could imply the site belonged to the corporate entity. It is prohibited to use any permutation of the revital U name for any sites like Twitter or others.

In the event of a voluntary or involuntary termination as a revival U Brand Influencer, the Brand Influencer is required to remove all references to revival U from social networking profiles within ten (10) days. If revival U discovers any non-compliant profiles and/or websites, they will be required to remove the material immediately. Infractions of any social media guideline may result in disciplinary actions up to and including termination of the Brand Influencer position.

#### 17.7 – revival U Business Sites

revitalU.com, revitalU.co.uk are personalized online stores that allow Brand Influencers to market revival U products on the Internet. Brand Influencers may enroll both new Customers and new revival U Brand Influencers over their personalized sites. revival U wholly owns all revival U sites addresses, sub-domains and domain extensions of revival U Site web addresses. revival U Brand Influencers are eligible to subscribe to the Business website subscription for a monthly recurring fee. revival U bills thirty (30) days in advance for the monthly subscription. Brand Influencers may register for all sites from the revival U corporate website at [www.revitalU.com](http://www.revitalU.com). If a Brand Influencer wishes to cancel his or her U Office Pro subscription, he or she may do so (i) by calling Brand Influencer Services at 469-270-5533; by submitting a ticket request through the Support portal in their U Office; or (iii) by emailing Brand Influencer Services at [support@revitalu.com](mailto:support@revitalu.com). revival U does not provide for partial-month refunds. A U Office website subscription may be suspended or terminated after three (3) unsuccessful attempts at billing. If a Brand Influencer's Agreement is not renewed or is terminated or suspended, his or her revival U website subscription will be automatically suspended or terminated. Additional policies about the use of Brand Influencer websites are specified in the Brand Influencer Website Terms of Use Policy that subscribing Brand Influencers must agree to during the registration process.

#### 17.8 – Registration with Internet Search Engines

revital U allows Brand Influencers to place approved advertising, such as sponsored links through search engines, on the Internet to promote the revival U opportunity. However, sponsored links may not contain any revival U registered trademark, logos, names or copyrighted material and must strictly adhere to these P&Ps. Brand Influencers may register their revival U website with Internet search engines. These searches may be linked only to the Brand Influencer's revival U websites. Brand Influencers may not use any term that is a trademark, service mark, copyright or that violates any other proprietary right held by another to register their revival U websites in a search engine. Brand Influencers must agree to rules and regulations as applied by individual search engines. revival U is not affiliated in any way to any search engine with which a Brand Influencer may be registered.

#### 17.9 – Linking to revival U Corporate Site

Brand Influencers are granted a limited, non-exclusive right to create a hypertext link to the web site found at <http://www.revitalU.com>, provided such link does not portray revival U or its affiliates or any of their respective products in a false, misleading, derogatory or otherwise defamatory manner. A Brand Influencer cannot create an impression that any subdomain on <http://www.revitalU.com> is part of his or her own or other non-revital U maintained site. This limited right may be revoked at any time.

Google AdWords, Frames, framing techniques or other SEO methods; cannot be used to enclose any revival U trademark, logo, or proprietary information, including the images found at revival U corporate web site and the content of any text of the layout or design of any page or form contained on a page, without revival U express written consent.

#### 17.10 – Spamming and Other Prohibited Activities

revital U Brand Influencers are strictly prohibited from utilizing unsolicited bulk email distributions or broadcasts (spamming) or any other email distributions that may be illegal under applicable federal or local laws, rules or regulations, to market or sell products or to solicit Customers or new Brand Influencers. Brand Influencers shall not make offers or solicitations in the guise of research, surveys or informal communication. Brand Influencers may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, federal or international law or regulation.

#### 17.11 – Customer Acquisitions and Brand Influencer Recruiting

revital U is a network marketing company that is focused primarily on relationship, or “warm marketing,” techniques. Brand Influencers may not engage in advertising or any “cold marketing” techniques when soliciting Customers. Cold marketing is defined as any promotional activity that is geared toward acquiring Customers on a random basis who have no personal, business, social or acquaintance relationship with the Brand Influencer. Examples of Cold marketing include, but are not limited to, mass advertising, purchased leads, trade shows, door-to-door selling, telemarketing, flyer distribution, auto dialer usage and etc. Although Cold marketing techniques are not prohibited for soliciting new Brand Influencers, they can be costly and ineffective and are discouraged. Booths of any kind are not allowed for the purpose of gathering Brand Influencers or Customers.

#### 17.12 – Media Interactions

All TV, radio and print media relations efforts are to be handled solely by revival U or its affiliates’ public relations department. Brand Influencers are prohibited from initiating contact, issuing statements, making appearances or conducting interviews with the media in which revival U and/or its affiliates are discussed. If a member of the media contacts a Brand Influencer to discuss any aspect of revival U, the Brand Influencer should direct that person, without comment or discussion, to contact revival U’s public relations department.

#### 17.13 – Other Media Advertising

revital U strictly prohibits all Brand Influencers (regardless of status or position) from creating, utilizing or participating in any television and radio broadcasts (live or taped), advertisements, webcasts, video blogs or any other mass multi-media forum, for the purpose of discussing any aspect of revival U whatsoever. These forms of advertising may also violate applicable regulatory rules. False or misleading advertising, whether intentional or accidental, can incur heavy fines from regulators, which more than offset any financial gain these forms of advertising are likely to generate.

#### 17.14 – Yellow Pages

Use of revival U's name in Yellow Pages telephone number listings is strictly prohibited. A Brand Influencer is not permitted to use revival U's name in advertising in the White or Yellow pages of the Telephone book. A Brand Influencer is not permitted to list their telephone numbers under the revival U trade name without first obtaining prior written approval from revival U. If approval is granted for a listing, it shall be stated in the following manner:

Jones, Mary  
Independent Brand Influencer  
revital U

#### 17.15 – Imprinted Checks

A Brand Influencer is not permitted to use the revival U Trade name or any of its trademarks on their business or personal checking accounts: however, the Brand Influencer may imprint business checks as being an Independent Brand Influencer of revival U.

#### 17.16 – Imprinted Business Cards or Letterheads

A Brand Influencer is not permitted to "create" their own stationary, business cards or letterhead graphics if revival U's trade name and/or trademarks are used. Only approved revival U graphics and wording are permitted and letterhead shall be ordered either from revival U directly or from revival U approved vendor.

#### 17.17 – Translations Prohibited

revital U strictly prohibits Brand Influencers from translating any and all revival U related materials from English into other languages.

#### 17.18 – Right to Use Likeness

By executing the Agreement, each Brand Influencer grants to revival U and its affiliates and agents the absolute, perpetual and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, his or her name, photograph, likeness, voice testimony, biographical information, image and other information related to Brand Influencer's business with revival U (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Brand Influencer waives any right to inspect or approve any Publicity Materials, including or accompanying his or her Likeness. Each Brand Influencer further releases revival U from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander). A Brand Influencer may withdraw his or her authorization of any use of his or her Likeness that has not been publicized by providing written notice to revival U. Brand Influencers agree that any information given by Brand Influencer, including his or her testimonial, is true and accurate.

## SECTION 18: Legal

### 18.1 – Compliance

These P&Ps are guidelines for revival U and all Brand Influencers and serve to protect the rights of both parties. Execution of the Agreement is evidence of the Brand Influencer's acceptance and agreement to comply with these P&Ps.

### 18.2 – Dispute Resolution

If a dispute between or among revival U and any Brand Influencer(s) arises out of or is related to these P&Ps, the provision of products by revival U or any agreement between revival U and a Brand Influencer (including without limitation, (i) any payment to a Brand Influencer pursuant to such Brand Influencer's Agreement or the revival U's Compensation Plan, or (ii) the relationships which result from such agreement), the parties to the dispute will meet and negotiate in good faith to attempt to resolve the dispute. If, after at least thirty (30) calendar days following the date, one party has sent written notice of the dispute to the other party, the dispute is not resolved, and if any party wishes to pursue the dispute, it will be submitted to arbitration as set forth below. In no event may arbitration be initiated more than one (1) year following the sending of written notice of the dispute.

### 18.3 – Arbitration

- i. Brand Influencers agree that, except as set forth herein any claim, dispute or other difference between Brand Influencers and revival U or among Brand Influencers and revival U will be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") and the United States Arbitration Act, 9 U. S. C. Sections 1-16 (the "Act"), with arbitration to occur at Plano, Texas. This paragraph will control over any conflict between this paragraph and the Act or the Rules. The parties agree that the arbitrator will have the primary power to decide any question about the arbitrability of any claim, dispute or other difference between them. The arbitrator may award, in addition to declaratory relief, preliminary and permanent injunctive relief and actual damages. The arbitrator will not have the authority to award attorneys' fees, costs, or economic, consequential, punitive, exemplary or incidental damages, except that the arbitrator may award to revival U such relief in a proceeding brought by revival U against a Brand Influencer for slamming customers. Each party will bear the expense of its own attorney's fees. The decision of the arbitrator may be enforced in any court of competent jurisdiction.
- ii. Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any mark, copyright, or other intellectual property or proprietary or confidential information of revival U without revival U's prior written consent. revival U may seek any applicable remedy in any applicable forum with respect to these disputes.



- iii. Nothing in this rule shall prevent revival U from terminating the Agreement or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect revival U's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.
- iv. Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Agreement, the P&Ps or the revival U Compensation Plan.
- v. Any modification of this arbitration provision shall not apply retroactively to any dispute which arose or which revival U had notice before the date of modification.
- vi. Nothing in this rule shall prevent revival U from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect revival U's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

#### 18.4 – Class Action

As part of the consideration exchanged for the opportunity of being a Brand Influencer, all parties expressly waive and disclaim any right to bring any claim in any and all forums as a class action. No party may serve as a class Brand Influencer or a member of a class in litigation adverse to another Brand Influencer, revival U or any of their affiliates. Compensation Plan or the Agreement; or (iii) violation of or failure to comply with any applicable federal, provincial, territorial or local law or regulation.

#### 18.5 – Indemnity

Each Brand Influencer agrees to indemnify and hold revival U and its affiliates, and their respective officers, directors, shareholders and employees (the "Indemnified Parties"), jointly and severally, harmless from and against any and all alleged claims, damages, expenses, fines or penalties, including any lawyers' fees, arising out of his or her (i) activities as a Brand Influencer including, without limitation, any unauthorized representations, prohibited conduct at revival U events; (ii) breach of the terms of these P&Ps, the revival U Compensation Plan or the Agreement; or (iii) violation of or failure to comply with any applicable federal, provincial, territorial or local law or regulation.

#### 18.6 – Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, REVITAL U AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER BRAND INFLUENCERS SHALL NOT BE LIABLE FOR, AND EACH BRAND INFLUENCER HEREBY RELEASES THE FOREGOING FROM, AND WAIVES ANY CLAIM FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT

LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LITIGATION) WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO REVITAL U'S OR ANY AFFILIATES' PERFORMANCE, NON-PERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP, USE OR MISUSE OF ITS PRODUCTS OR OTHER MATTERS BETWEEN ANY BRAND INFLUENCER AND REVITAL U, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 18.7 – Amendments

revital U reserves the right to amend its P&Ps, the terms of the Agreement, the revital U Compensation Plan, company materials, program and prices for product, from time to time, in its sole discretion, which modifications shall become a binding part of this Agreement. Such amendments shall be published on the revital U corporate website or by other means determined by revital U and shall become effective thirty (30) days after publication. A Brand Influencer's continued acceptance of commissions or bonuses shall constitute his or her acceptance of any and all amendments.

#### 18.8 – Severability

If under any applicable law or rule of any applicable jurisdiction, any provision of the Agreement, the P&Ps or the revital U Compensation Plan is held to be invalid or unenforceable, the remainder of the Agreement will be interpreted as best to effect the intent of the parties hereto. The remaining provisions of the Agreement, the P&Ps or the revital U Compensation Plan, as the case may be, shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Agreement, the P&Ps or the revital U Compensation Plan.

#### 18.9 – Force Majeure

revital U shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as acts of terrorism, natural disasters, strikes, labor difficulties, fire, war, acts or omissions of third parties, disruptions in communication systems, government decrees or orders or curtailment of a party's usual source of supply.

#### 18.10 – Waiver

No failure or delay of revital U to exercise any power or right under this Agreement or to insist upon strict compliance by a Brand Influencer with any obligation or provision shall constitute a waiver of the revital U's right to demand exact compliance therewith. Waiver by revital U can be effective only in writing by an authorized officer of the revital U. The waiver by revital U of any provision or breach of any provision of this Agreement must be in writing and a specific written waiver shall not constitute a continuing waiver of any subsequent breach of the same or a different provision or for the same or different Brand Influencer.

#### 18.11 – Recordkeeping

revital U encourages Brand Influencers to keep complete and accurate records of all their business dealings.

### Entire Agreement

These P&Ps are incorporated into the Agreement along with the Compensation Plan, and constitutes the entire agreement of the parties regarding their business relationship.

### Governing Law

The Agreement and these P&Ps shall be governed by the laws of the State of Texas and the jurisdiction of all claims arising hereunder shall be in the County of Dallas, the State of Texas.