

ALOVEA
STATEMENT OF POLICIES
and
PROCEDURES
Effective May 7, 2020

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CODE OF ETHICS

Alovea (“Alovea” or the “Company”) is a values based company that prides itself on the quality and character of its Social Business Partners. The following guidelines help insure a uniform standard of excellence throughout our organization. Every Alovea Social Business Partner is expected to practice the following ethical behavior when acting in the name of the Company:

- (a) I will be respectful of every person I meet while doing Alovea related business.
- (b) At all times I will conduct myself and my business in an ethical, moral, legal and financially sound manner. I will not engage in activities that would bring disrepute to Alovea, any Alovea corporate officer or employee, myself, or other Social Business Partners.
- (c) I will not make discouraging or disparaging claims directed toward Alovea, its owners and officers, its other Alovea Social Business Partners or its products. I will ensure that in all Alovea business dealings that I refrain from engaging in negative language. I will refrain from using any type of slanderous statements, implications or assumptions.
- (d) I will be truthful in my representation of Alovea products by making no claims that our products can cure, treat, diagnose or prevent any disease or medical conditions. I understand any such claim is strictly forbidden.
- (e) I will provide support and encouragement to my Customers and Affiliates to ensure that their experience with Alovea is a successful one. I understand that it is important to provide follow-up service and support to my Downline Organization.
- (f) I will correctly represent all the bonus plans available through Alovea and the income potential represented therein. I understand I may not use my own income as an indication of other’s potential success, or use compensation checks as marketing materials.
- (g) I will abide by all of Alovea’s Policies and Procedures now and as they may be amended in the future.

INTRODUCTION

These Policies and Procedures, are effective as of the date first listed above and govern the way an Alovea Social Business Partner conducts business with the Company, other Social Business Partners, and with his or her Customers and Affiliates. By agreeing to these Policies and Procedures, the Alovea Social Business Partner Agreement and the Alovea Compensation Plan, the Social Business Partner agrees that any prior agreements that the he or she may have relied on with respect to his or her business are now void and terminated. These Policies and Procedures and the Alovea Health Social Business 3.0 Rewards Plan (the “Compensation Plan”), in their present form and as amended at the sole discretion of Alovea, are incorporated into, and form an integral part of, the Alovea Social Business Partner Agreement (the “Social Business Partner Agreement”). Throughout these Policies and Procedures, when the term “Agreement” is used, it collectively refers to the Social Business Partner Agreement, these Policies and

Procedures, the Compensation Plan and other Alovea agreements with a Social Business Partner. Definitions of terms used in these Policies and Procedures are found at Section 12 hereof. Any interpretation, clarification, exclusion, or exception to these Policies and Procedures, in order to be effective, must be in writing and signed by an authorized officer of the Company. By agreeing to these Policies and Procedures, the Social Business Partner agrees that any prior agreements that the Social Business Partner may have relied upon, is now void and terminated.

SECTION 1 - BECOMING A SOCIAL BUSINESS PARTNER

1.1 Requirements to Become a Social Business Partner

To become an Alovea Social Business Partner, each applicant must:

- Be of the age of majority in his or her state of residence or have the written consent of his or her parent or guardian;
- Reside in the United States or U.S. Territories or in a country that Alovea has officially announced is open for business or in which its products are sold not for resale;
- Provide a valid Social Security or Federal Tax ID number;
- Pay the then current enrollment fee; and
- Submit a properly completed Social Business Partner Agreement.
- A Social Business Partner must submit an IRS form W-9 to the Company upon request. Note that a Social Business Partner cannot receive more than \$600 in commissions or bonuses unless the Company has received the Social Business Partner's Social Security Number or Federal Tax ID Number. If this number is not provided to Alovea by submitting an IRS Form W-9, the Company will perform backup withholding as required by law. If an applicant is under the age of majority in his or her state of residence, the applicant may apply to become a Social Business Partner if he or she is at least 16 years of age and his or her parent or legal guardian has given his or her written consent.

1.2 No Product Purchase Required

Unless otherwise prohibited by law, the only purchase required to obtain and maintain an Alovea Social Business Partner position is the enrollment fee. Product purchases are not required.

1.3 Social Business Partner Benefits

Once a Social Business Partner Agreement has been accepted by Alovea, the benefits of the Compensation Plan and these Policies and Procedures are available to the new Social Business Partner. These benefits include the right to:

- Sell Alovea products and services;
- Have access to the back office support of the Alovea network;
- Have access to SBP Elite Program for the applicable monthly fee;
- Participate in the Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Customers, Affiliates or Social Business Partners into the Alovea business and thereby build a sales organization and progress through the Alovea Compensation Plan;
- Receive periodic Alovea literature and other Alovea communications;
- Participate in Alovea-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Alovea for its Social Business Partners.

1.4 Term and Renewal of Your Alovea Business

The term of the Social Business Partner Agreement is one year from the date of its acceptance by Alovea (subject to cancellation or reclassification as defined in Section 10). The Social Business Partner Agreement will be automatically renewed each year by paying an annual renewal fee (which currently is \$24.95) on or following the anniversary date of their Social Business Partner Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Social Business Partner Agreement, the Social Business Partner Agreement will be canceled, subject to the provisions that survive cancellation. The renewal fee may be charged to the Social Business Partner's credit card or checking account information on file with the Company.

1.5 Photograph and Image Release

By executing the Agreement, each Social Business Partner grants to Alovea and its Affiliated Companies 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 Social Business Partner's business with Alovea (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions), audio and videotapes, on the Internet or in other media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Social Business Partner waives any right to inspect or approve any Publicity Materials including or accompanying his or her Likeness. Each Social Business Partner further releases Alovea and its Affiliated Companies 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 Social Business Partner may withdraw his or her authorization of any use of his or her Likeness that has not already been publicized or used by providing written notice to Alovea. Each Social Business Partner agrees that any information given by a Social Business Partner, including his or her testimonial, is true and accurate.

SECTION 2 - OPERATING AN ALOVEA BUSINESS

2.1 Adherence to the Compensation Plan

Social Business Partners must adhere to the terms of the Compensation Plan as set forth in official Alovea literature. Social Business Partners shall not offer the Alovea opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Alovea literature. Social Business Partners must ensure that each potential Social Business Partner has reviewed and has had access to the current Social Business Partner Agreement, Policies and Procedures, Compensation Plan or other applicable agreement before enrolling. Social Business Partners shall not require or encourage other current or prospective Customers, Affiliates or Social Business Partners to execute any agreement or contract other than official Alovea agreements and contracts in order to become an Alovea Customer, Affiliate or Social Business Partner, as applicable. Similarly, Social Business Partners shall not require or encourage other current or prospective Customers, Affiliates or Social Business Partners to make any purchase from, or payment to, any individual or other entity to participate in the Compensation Plan other than those purchases or payments identified as recommended or required in official Alovea literature.

2.2 Business Entities

2.2.1 Formation

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be an Alovea Social Business Partner by submitting a Social Business Partner Agreement along with a properly completed Business Entity Registration Agreement and a properly completed IRS form W-9. The Business Entity Registration Agreement must be signed by all of the shareholders, members, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (“Principal”). The Business Entity, as well as all Affiliated Parties are individually, jointly and severally liable for any indebtedness to Alovea, compliance with these Policies and Procedures, the Alovea Social Business Partner Agreement, and other obligations to Alovea.

2.2.2 Changes

A Social Business Partner must immediately notify Alovea of all changes to the Business Entity he or she utilizes in operating his or her business and the addition or removal of Principals. Changes shall be processed only once per year. To prevent the circumvention of [Section 2.24](#) (regarding transfers and assignments of an Alovea business) and [Section 2.3](#), (regarding sponsorship changes), if any Principal wants to terminate his or her relationship with a Business Entity or Alovea, the Principal must notify Alovea in writing of the intent to terminate, and, if selling or transferring his or her interest, and must comply with the provisions

of Section 2.24. In addition, the Principal terminating his or her interest in the Business Entity may not participate in any other Alovea business for six consecutive calendar months in accordance with Section 2.3.5.

2.2.3 Fee

There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Social Business Partner Agreement. Alovea may, at its discretion, require notarized documents before implementing any changes to an Alovea business. Please allow 30 days after the receipt of the request by Alovea for processing.

2.3 Sponsoring

2.3.1 Sponsoring

Social Business Partners may sponsor potential individuals or Business Entities into Alovea's business. When sponsoring a new Social Business Partner through the enrollment process, the Sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the Social Business Partner Agreement, these Policies and Procedures, and the Compensation Plan. The Sponsor may not fill out the Social Business Partner Agreement on behalf of the applicant or agree to these materials on behalf of the applicant. The enrollment of individuals or Business Entities without their knowledge, or the enrollment or attempted enrollment of non-existent individuals or Business Entities as Social Business Partner, Customers or Affiliates (phantoms) or other fraudulent enrollment is prohibited. Alovea prohibits the use of monetary or other incentives, promotions, prizes or bonuses in connection with sponsoring or influencing potential Social Business Partners, Customers or Affiliates. A Social Business Partner may not purchase or sell sponsorships, Customers or Affiliates.

2.3.2 Change of Sponsor

To protect the integrity of all Downline Organizations and safeguard the hard work of all Social Business Partners, Alovea strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Social Business Partner and Downline Organization. Accordingly, the transfer of an Alovea business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Social Business Partner Services Department, and must include the reason for the transfer. Transfers will only be made with the prior written consent of Alovea, which can be withheld in its sole discretion.

2.3.3 Misplacement

In cases in which the new Social Business Partner is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, a Social Business Partner may request that he or she be transferred to another Downline Organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within 60 days from the date of enrollment. The Social Business

Partner requesting the change has the burden of proving that he or she was placed beneath the wrong Sponsor. It is up to Alovea's discretion whether the requested change will be implemented.

2.3.4 Sponsorship Transfer Form

If a Social Business Partner wants to transfer Sponsors, he or she must submit a properly completed and fully executed Sponsorship Transfer Form. The Social Business Partner who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. If the transferring Social Business Partner also wants to move any of the Social Business Partners in his or her Downline Organization, each Downline Social Business Partner must also obtain a properly completed Sponsorship Transfer Form and return it to Alovea with the \$50.00 change fee (i.e., the transferring Social Business Partner and each Social Business Partner in his or her Downline Organization multiplied by \$50.00 is the cost to move an Alovea business.) Downline Social Business Partners will not be moved with the transferring Social Business Partner unless all of the requirements of this paragraph are met and Alovea gives its prior written consent which can be withheld in its sole discretion. Transferring Social Business Partners must allow 30 days after the receipt of the Sponsorship Transfer Forms by Alovea for processing and **verifying** change requests.

2.3.5 Cancellation and Re-application

A Social Business Partner may change Downline Organizations by voluntarily canceling his or her Alovea business and remaining inactive (*i.e.*, no purchases of Alovea products for resale, no sales of Alovea products, no sponsoring, no attendance at any Alovea functions, participation in any other form of Social Business Partner activity, or operation of any other Alovea business, no income from the Alovea business) for six full calendar months. Following the six month period of inactivity, the former Social Business Partner may reapply under a new Sponsor, however, the former Social Business Partner's Downline will remain in his or her original line of sponsorship.

2.3.6 Discretion of the Company

In cases wherein the appropriate sponsorship change procedures have not been followed, and a Downline Organization has been developed in the second business developed by a Social Business Partner, Alovea reserves the sole and exclusive right to determine the final disposition of the Downline Organization. Resolving conflicts over the proper placement of a Downline that has developed under a Downline Organization that has improperly switched Sponsors is often extremely difficult. Therefore, **SOCIAL BUSINESS PARTNERS WAIVE ANY AND ALL CLAIMS AGAINST Alovea, ITS OFFICERS, DIRECTORS, MANAGERS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM Alovea'S DECISION REGARDING THE TRANSFER OF SPONSORSHIP OF THE DISPOSITION OF ANY DOWNLINE ORGANIZATION.**

2.4 Unauthorized Claims and Actions

2.4.1 Indemnification

A Social Business Partner is fully responsible for all of his or her actions when operating his or her business, including all verbal and written statements made regarding Alovea products, services, and the Compensation Plan which are not expressly contained in official Alovea materials. Social Business Partners agree to indemnify Alovea and its Affiliated Companies and their owners, directors, managers, officers, employees, and agents (collectively, the “Indemnified Parties”) and hold them harmless from any and all liability, claim, loss, cost or expense, including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by an Indemnified Party as a result of the Social Business Partner’s (i) activities in his or her business including unauthorized representations or actions; (ii) breach of the terms of the Agreement; and/or (iii) violation of or failure to comply with any applicable federal, state or local law or regulation. This provision shall survive the termination of the Social Business Partner Agreement.

2.4.2 Product Claims

2.4.2.1 Social Business Partners must be truthful in the representation of the Company’s products. Social Business Partners may make no claim, representation or warranty concerning any product or service of the Company, except those expressly approved in writing by the Company or contained in Company materials. In particular, no Social Business Partner may make any claim that Alovea products are useful in the cure, treatment, diagnosis, mitigation or prevention of any disease.

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

2.4.3 Income Claims.

At times Alovea may provide an Income Disclosure Statement. If published, this Statement will be available in the Alovea Health Library. This Statement is the only document that should be referenced when discussing potential income with Alovea. A Social Business Partner may not discuss income in any other manner, such as the showing of checks, copies of checks, bank statements or tax records. Social Business Partners must truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be made to prospects, nor may Social Business Partners use their own incomes as indications of potential success. Income claims include statements of average or non-average earnings, statements of earning ranges, income testimonials, lifestyle claims and hypothetical claims. The Company does not guarantee or imply any specific earnings or income. Individual income results may vary significantly and are based on many factors, including a Social Business Partner's individual efforts, business experience and skills. The Company makes no warranty or representation as to the level of success, if any, a Social Business Partner may achieve by selling any product or in soliciting Social Business Partners, Affiliates or Customers.

2.5 Commercial Outlets

Social Business Partners may not sell Alovea products from a commercial outlet, nor may Social Business Partners display or sell Alovea products or literature in any retail or service establishment, without the prior written consent of Alovea. In the limited circumstances where an exception to the policy may be granted, the establishment must offer some kind of health and wellness service. Advertising would be limited to official Alovea materials.

2.6 Trade Shows, Expositions and Other Sales Forums

Social Business Partners may display and/or sell Alovea products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Social Business Partners must contact the Social Business Partner Services department in writing for conditional approval, as Alovea's policy is to authorize only one Alovea business per event. Final approval will be granted to the first Social Business Partner who submits an official advertisement of the event, a copy of the contract signed by both the Social Business Partner and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to compliance@alovea.com. Alovea further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the Alovea opportunity.

2.7 Conflicts of Interest

2.7.1 Non-Solicitation During Term

Social Business Partners are free to participate in other direct selling or network marketing business ventures or marketing opportunities (collectively "Network Marketing or Direct Selling") or other business ventures provided that such business does not sell products that are substantially similar to or compete with any Alovea product, including without limitation,

any products containing or claiming to contain acemannan or betalain-core technologies of Alovea. During the term of this Agreement, Social Business Partners shall not directly or indirectly solicit, recruit, or attempt to solicit or recruit other Social Business Partners to any other Network Marketing or Direct Selling business, other than those a Social Business Partner has personally sponsored. This includes general solicitations on Social Media (as defined in Section 3.5) where “contacts” include persons not personally sponsored. It also includes merely mentioning participation in another Network Marketing or Direct Selling business. If a Social Business Partner participates in another Network Marketing or Direct Selling business, he or she agrees that he or she shall operate his or her Alovea business entirely separate and apart from it. Accordingly, if participating in another Network Marketing or Direct Selling business, each Social Business Partner agrees that:

2.7.1.1 He or she shall not display any non-Alovea products and sales aids with or in the same location as Alovea products or sales aids;

2.7.1.2 He or she may not use Alovea technology or resources to market other products or businesses;

2.7.1.3 He or she shall not offer any non-Alovea program, opportunity, product, or service in conjunction with the Alovea opportunity or products to prospective or existing Customers, Affiliates or Social Business Partners;

2.7.1.4 He or she shall not offer any non-Alovea opportunity, products, or services at any Alovea related meeting, seminar or convention or within a five mile (8 kilometers) radius of the Alovea event. If the Alovea meeting is held telephonically or on the Internet, any non-Alovea meeting must be at least two hours before or after the Alovea meeting, and on a different conference telephone number or internet web address from the Alovea meeting;

2.7.1.5 He or she cannot operate or promote a business that uses Alovea’s vendors and manufacturers; and

2.7.1.6 He or she cannot be employed by or be an independent contractor who is compensated by (other than through the genealogy) of another Network Marketing or Direct Selling business.

2.7.2 Non-Solicitation After Termination/Nonrenewal

For a period of six calendar months following nonrenewal or termination of the Social Business Partner Agreement or such period as may be legally enforceable, with the exception of personally sponsored Social Business Partners, a Social Business Partner may not recruit any Social Business Partner for another Network Marketing business. Social Business Partners recognize that because Network Marketing is conducted through networks of independent Social Business Partners in many countries and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, each Social Business Partner agrees that

this non-solicitation provision shall apply to all markets in which Alovea conducts business. This subsection shall survive termination of the Agreement.

2.8 Confidentiality Agreement

During the term of the Agreement, Alovea may supply to Social Business Partners confidential information (the “Confidential Information”), including, but not limited to, Downline Activity Reports, Affiliate and Customer lists and information, Social Business Partner lists and information, trade secrets, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which Alovea deems as confidential. All such Confidential Information (whether oral or in written or electronic form) is proprietary and confidential to Alovea and is transmitted to a Social Business Partner in strictest confidence for use solely in the Social Business Partner’s business with Alovea. Social Business Partners must use their best efforts to keep such information confidential and may not disclose any such information to any third party, directly, or indirectly except in strict accordance with the Agreement. Social Business Partners may not use Confidential Information or other information of Alovea to sell products or services other than Alovea’s products and services, compete with Alovea or in connection with any other business during the term of and after termination of the Social Business Partner Agreement. Upon nonrenewal or cancellation of the Social Business Partner Agreement, Social Business Partners must immediately discontinue all use of the Confidential Information and, if requested by Alovea, promptly return all materials in their possession to Alovea within five business days of request at their own expense. Notwithstanding any other provision of these Policies and Procedures, Social Business Partners shall never use Confidential Information to solicit, recruit, or attempt to solicit or recruit, whether directly or indirectly, other Alovea Social Business Partners to any other Network Marketing business.

2.9 Downline Activity (Genealogy) Reports

Downline Activity Reports are available for Social Business Partner access and viewing at Alovea’s official web site. Social Business Partner access to their Downline Activity Reports is password protected. **All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Alovea.** All genealogy and Downline Activity Reports provided to a Social Business Partner are proprietary to and owned by the Company. Each Social Business Partner acknowledges that the Downline Activity Reports may contain information concerning the Social Business Partner, including, but not limited, to the Social Business Partner’s name, address, phone number, products purchased and sold and earnings. Each Social Business Partner, by executing the Social Business Partner Agreement, consents to the use and dissemination by the Company of the Downline Activity Reports and information therein and any other information concerning a Social Business Partner collected by the Company in connection with the Company’s business, including to enforce the terms of and its rights under the Agreement and to comply with applicable laws. Downline Activity Reports are provided to Social Business Partners in strictest confidence and are made available to Social Business Partners for the sole purpose of assisting Social Business Partners in working with their respective Downline Organizations in the development of their Alovea business. Social Business

Partners should use their Downline Activity Reports to assist, motivate, and train their Downline Social Business Partners. Each Social Business Partner and Alovea agree that, but for this agreement of confidentiality and nondisclosure, Alovea would not provide Downline Activity Reports to the Social Business Partner. A Social Business Partner shall not, on his or her own behalf, or on behalf of any other person, or Business Entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- Use the information to compete with Alovea or for any purpose other than promoting his or her Alovea business;
- Recruit or solicit any Social Business Partner, Affiliate or Customer of Alovea listed on any Downline Activity Report, or in any manner attempt to influence or induce any Social Business Partner, Affiliate or Customer of Alovea, to alter their business relationship with Alovea; or
- Use or disclose to any person or Business Entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Social Business Partner will return the original and all copies of Downline Activity Reports in his or her possession to the Company.

2.10 Targeting Other Direct Sellers

Alovea does not condone Social Business Partners specifically or consciously targeting the sales force of another Network Marketing business to sell Alovea products or to become Social Business Partners for Alovea, nor does Alovea condone Social Business Partners solicitation or enticement of members of the sales force of another Network Marketing business to violate the terms of their contracts with such other company. Should Social Business Partners engage in such activity, they bear the sole liability for such actions and the risk of being sued by the other Network Marketing business. If any lawsuit, arbitration or mediation is brought against a Social Business Partner alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Alovea will not pay any of Social Business Partner's defense costs or legal fees, nor will Alovea indemnify the Social Business Partner for any judgment, award, or settlement. The Social Business Partner shall indemnify Alovea against all claims, actions, suits, and demands arising from or related to the such targeting.

2.11 Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. "Cross sponsoring" is defined as the enrollment or attempted enrollment of an individual who or entity that already has a current Customer, Affiliate or Social Business Partner Agreement on file with Alovea, or who has had such an agreement within the preceding six calendar months, within a different line of

sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, fictitious ID numbers, any straw-man or other artifice to circumvent this policy is prohibited. Social Business Partners shall not demean, discredit or defame other Alovea Social Business Partners in an attempt to entice another Social Business Partner to become part of the first Social Business Partner's marketing organization. If Cross Sponsoring is discovered, it must be brought to the Company's attention immediately. Alovea may take disciplinary action against the Social Business Partner that changed organizations and/or those Social Business Partners who encouraged or participated in the Cross Sponsoring. Alovea may also move all or part of the offending Social Business Partner's Downline to his or her original Downline Organization if the Company deems it equitable and feasible to do so. However, Alovea is under no obligation to move the Cross Sponsored Social Business Partner's Downline Organization, and the ultimate disposition of the Downline Organization remains within the sole discretion of Alovea. **Social Business Partners waive all claims and causes of action against Alovea arising from or relating to the disposition of the Cross Sponsored Social Business Partner's Downline Organization.**

2.12 Errors or Questions

If a Social Business Partner has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Social Business Partner must notify Alovea in writing within 60 days of the date of the purported error or incident in question at 5001 Spring Valley Road, Suite 500W, Dallas, TX 75244 ATTN: Social Business Partner Services Department or via e-mail to info@alovea.com. Alovea will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

2.13 Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Social Business Partners shall not represent or imply that Alovea or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

2.14 Holding Applications or Orders

Social Business Partners must not manipulate enrollments of new applicants and purchases of products. All Social Business Partner Agreements and product orders must be sent to Alovea within 72 hours from the time they are signed by a Social Business Partner or placed by Affiliate or Customer, respectively.

2.15 Identification

All Social Business Partners are required to provide their Social Security Number or a Federal Employer Identification Number to Alovea on the Social Business Partner Agreement. Upon enrollment, the Company will provide a unique Social Business Partner Identification Number to the Social Business Partner by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses.

2.16 Income Taxes

Each Social Business Partner is responsible for paying local, state, and federal taxes on any income generated as an Independent Social Business Partner. If an Alovea business is tax exempt, the Federal tax identification number must be provided to Alovea. Every year, Alovea will provide an IRS Form 1099 MISC (Non-employee compensation) earnings statement to each U.S. resident who: 1) had earnings of over \$600 in the previous calendar year; or 2) made purchases during the previous calendar year in excess of \$5,000.

2.17 Independent Contractor Status

Social Business Partners are independent contractors, and are not purchasers of a franchise or a business opportunity. The agreement between Alovea and its Social Business Partners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Social Business Partner. A Social Business Partner shall not be treated as an employee for his or her services or for federal or state tax purposes. All Social Business Partners are responsible for paying local, state, and federal taxes due from all compensation earned as a Social Business Partner of the Company. The Social Business Partner has no authority (expressed or implied), to bind the Company to any obligation. Each Social Business Partner shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Social Business Partner Agreement, these Policies and Procedures, and applicable laws. The Company is not responsible for payment or co-payment of any employee benefits. Social Business Partners are responsible for all liability, health, disability, workers' compensation and other insurance.

2.18 International Marketing

2.18.1 Policy

Because of critical legal and tax considerations, Alovea must limit the resale of Alovea, products, and the presentation of the Alovea business to prospective Customers, Affiliates and Social Business Partners located within the United States and U.S. Territories and those other countries that the Company has announced are officially open for business or open as "not for resale" with direct shipments to consumers as set forth below. Moreover, allowing a few Social Business Partners to conduct business in markets not yet opened by Alovea would violate the concept of affording every Social Business Partner the equal opportunity to expand internationally. Accordingly, Social Business Partners are authorized to sell Alovea products and enroll Customers, Affiliates or Social Business Partners only in the countries in which Alovea is authorized to conduct business, as announced on Alovea's website. In addition, no Social Business Partner may, in any unauthorized country: (i) conduct sales, enrollment or training meetings; (ii) enroll or attempt to enroll potential Affiliates, Customers or Social Business Partners; or (iii) conduct any other activity for the purpose of selling Alovea products, establishing a Downline Organization, or promoting the Alovea opportunity.

2.18.2 Opened Countries

Alovea may choose to open other countries (“Opened Countries”) from time to time and may grant Social Business Partners limited rights to participate in activities in those Opened Countries. Alovea may use various business models in developing Opened Countries. Only Alovea-sanctioned business models and activities may be conducted in Open Countries. Only products officially approved in writing by Alovea for a particular Open Country may be imported into that Opened Country. Only marketing materials approved in writing by Alovea for use in the specific Opened Country may be used or distributed. Social Business Partners may never secure or attempt to secure approval for Alovea’s products; register or reserve the Intellectual Property (as defined in [Section 3.2](#) or Internet domain names; or establish any kind of business or governmental contact on behalf of Alovea. Social Business Partners may not seek or participate in media coverage of any kind without prior written approval from Alovea. Social Business Partners may not make any product claims (including any medical or health claims) not approved in writing by Alovea or misrepresent the Alovea opportunity. Social Business Partners may not make claims or guarantee of specific earnings potential. Social Business Partners must comply with the laws of each Opened Country.

2.18.3 NFR Country

A “not for resale” country (a “NFR Country”) uses a business model of limited activity where residents of the NFR Country (“NFR Customers”) may enroll to purchase Alovea products for personal consumption only. NFR Customers may not sell or distribute products in any way to persons outside their Immediate Household, nor shall they encourage, aid or abet a person to do so. NFR Customers must purchase products from Alovea’s website and may receive bonuses based on sales of products by Alovea to other NFR Customers they introduce to Alovea, where permitted by law.

2.18.4 Pre-Market Activity in a Country.

Social Business Partners may not engage in any business activity in an unopened country unless such activity is authorized in writing by Alovea.

2.18.5 Monthly Processing Fee.

A monthly processing fee may be charged for each Opened Country in which a Social Business Partner conducts business.

2.18.6 Earnings.

There may be specific withholding or other tax requirements imposed on Alovea for earnings a Social Business Partner makes from an Opened Country.

2.19 Excess Inventory and Bonus Buying

Social Business Partners must never purchase more products than they can reasonably use or sell to Customers in a month, and must not influence or attempt to influence any other

Social Business Partner to buy more products than he or she can reasonably use or sell to Customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for Rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers and includes, but is not limited to, (i) purchasing products through a straw man, a nonexistent person, a Business Entity or other artifice; (ii) the enrollment of individuals or Business Entities without their knowledge; (iii) the fraudulent enrollment of an individual or Business Entity as a Social Business Partner, Affiliate or Customer; (iv) the purchasing of products, services or other items on behalf of another Social Business Partner, Affiliate or Customer or under another Social Business Partner's, Affiliate's 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 Social Business Partner, Affiliate or Customer when the Social Business Partner, Affiliate or Customer is not the account holder of such credit card. The Company retains the right to limit the amount of purchases a Social Business Partner 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. The Company may revoke a Rank advancement if it was earned in violation of this policy.

2.20 Adherence to Laws and Ordinances

Social Business Partners shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. Social Business Partners must obey those laws that do apply to them. If a city or county official tells a Social Business Partner that an ordinance applies to him or her, the Social Business Partner shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Alovea.

2.21 Intentionally Deleted.

2.22 Actions of Household Members or Affiliated Individuals

If any member of a Social Business Partner's Immediate Household engages in any activity which, if performed by the Social Business Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Social Business Partner, and Alovea may take disciplinary action against the Social Business Partner. Similarly, if any Principal of a Business Entity violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Alovea may take disciplinary action against the Business Entity. Likewise, if a Social Business Partner enrolls in Alovea as a Business Entity, each Principal of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

2.23 Requests for Records

Any request from a Social Business Partner for copies of invoices, applications, Downline Activity Reports, or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

2.24 Sale, Transfer or Assignment of Alovea Business

Although an Alovea business is a privately owned, independently operated business, the sale, transfer or assignment of an Alovea business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates an Alovea business, is subject to certain limitations. If a Social Business Partner wishes to sell his or her Alovea business, or interest in a Business Entity that owns or operates an Alovea business, the following criteria must be met:

- For a period of 30 days after written notice, the Company must be offered the right of first refusal to purchase the business under the same terms pursuant on which the Social Business Partner receives a bona fide offer from a third-party purchaser;
- The buyer or transferee must become a Social Business Partner; if the buyer is an Active Alovea Social Business Partner, he or she must first terminate his or her Alovea business and wait six calendar months before acquiring any interest in a different Alovea business;
- Before the sale, transfer or assignment can be finalized and approved by Alovea, any debt obligations the selling party has with Alovea must be satisfied;
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign an Alovea business;
- The selling party must provide the Company with a copy of all documents which detail the transfer, including, without limitation, the name of the buyer, the purchase price and terms of purchase and payment; and
- The Company reserves the right, in its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer and disapprove any sale or transfer.

Prior to selling an Alovea business or Business Entity interest, the selling party must notify Alovea's Compliance Department in writing and advise of his or her intent to sell the Alovea business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale. All accumulated Downline Volume, Personal Volume and unpaid commissions will zero upon the transfer of ownership. No changes in line of sponsorship can result from the sale or transfer of an Alovea business.

2.25 Separation of an Alovea Business

2.25.1 Upon Divorce or Change in Ownership

Alovea Social Business Partners sometimes operate their Alovea businesses as husband-wife partnerships, trusts, or other Business Entities. At such time as a marriage may end in divorce or a Business Entity ownership may change, arrangements must be made to assure that any separation or change of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

2.25.2 Procedure

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

- One of the parties may, with consent of the other(s), operate the Alovea business pursuant to an assignment in writing whereby the relinquishing spouse or Principal authorizes Alovea to deal directly and solely with the other spouse or non-relinquishing Principals; or
- The parties may continue to operate the Alovea business jointly on a “business-as-usual” basis, whereupon all compensation paid by Alovea will be paid according to the status quo as it existed prior to the divorce filing or Business Entity ownership change proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses or a Business Entity be divided. Similarly, under no circumstances will Alovea split commission and bonus checks between divorcing spouses or Principals of a Business Entity changing ownership. Alovea will recognize only one Downline Organization and will issue only one commission check per Alovea business per commission cycle. Commission checks shall always be issued to the same individual or Business Entity. In the event that parties to a divorce or change of ownership proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Social Business Partner Agreement shall be involuntarily canceled.

2.25.3 Reentry

If a former spouse has completely relinquished all rights in the original Alovea business pursuant to a divorce, he or she is thereafter free to enroll under any Sponsor of his or her choosing without waiting six calendar months. In the case of a change of ownership of a Business Entity, the former Principal who retains no interest in the Business Entity must wait six calendar months from the date of the final change of ownership before re-enrolling as a Social Business Partner. In either case, the former spouse or Principal shall have no rights to any Social Business Partners, Customers or Affiliates in his or her former Downline Organization. He or she must develop the new business in the same manner as would any other new Social Business Partner.

2.26 Transfer Upon Death or Incapacitation of a Social Business Partner

Upon the death or incapacitation of a Social Business Partner, his or her business may be passed to his or her heirs or designees, as applicable. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Social Business Partner should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. To effect a testamentary transfer of an Alovea business, the executor of the estate must provide the following to Alovea: (i) an original death certificate; (ii) a notarized copy of the will or other instrument establishing the successor’s right to the Alovea business;

(iii) certified letters testamentary or a letter of administration appointing an executor; and (iv) written instructions from the authorized executor to Alovea specifying to whom the business and income should be transferred. To effectuate a transfer of an Alovea business because of incapacity, the successor must provide the following to Alovea: (i) a notarized copy of an appointment as trustee; (ii) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Alovea business; and (iii) a completed Social Business Partner Agreement executed by the trustee. Whenever an Alovea business is transferred by a will or other testamentary process or due to incapacitation, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Social Business Partner's Downline Organization provided that the beneficiary (i) complies with terms and provisions of the Social Business Partner Agreement; (ii) meets all of the qualifications for the transferring Social Business Partner's status; and (iii) provides Alovea with an "address of record" to which all bonus and commission checks will be sent. If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a Federal Taxpayer Identification Number. Alovea will issue all bonus and commission checks and one 1099 to the Business Entity.

2.27 Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Federal agencies (as well as a number of states agencies) have "do not call" regulations as part of their telemarketing laws. Although Alovea does not consider Social Business Partners to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing."

Social Business Partners must not engage in telemarketing in the operation of their Alovea businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of an Alovea product or service, or to recruit them for the Alovea opportunity. "Cold calls" made to prospective customers or Social Business Partners that promote either Alovea's products or services or the Alovea opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Social Business Partner (a "prospect") is permissible under the following situations:

- If the Social Business Partner has an established business relationship with the prospect. An "established business relationship" is a relationship between a Social Business Partner and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Social Business Partner, or a financial transaction between the prospect and the Social Business Partner, within the 18 months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the Social Business Partner, within the three months immediately preceding the date of such a call.

- If the Social Business Partner receives written and signed permission from the prospect authorizing the Social Business Partner to call. The authorization must specify the telephone number(s) which the Social Business Partner is authorized to call.
- 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 months. Bear in mind, however, that if you engage in “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.
- In addition, Social Business Partners shall not use automatic telephone dialing systems relative to the operation of their Alovea businesses. The term “automatic telephone dialing system” means equipment that has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

2.28 Back Office Access

Alovea makes online back offices available to its Social Business Partners. Back offices provide Social Business Partners access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Social Business Partner’s Alovea business and to increase sales of Alovea products. However, access to a back office is a privilege, and not a right. Alovea reserves the right to deny Social Business Partners’ access to the back office at its sole discretion.

SECTION 3 - ADVERTISING AND PROMOTION

3.1 Advertising and Promotion

All Social Business Partners shall safeguard and promote the good reputation of Alovea and its products. The marketing and promotion of Alovea, the Alovea opportunity, the Compensation Plan, and Alovea products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. To promote both the products and services, and the tremendous opportunity Alovea offers, Social Business Partners should use the sales tools and promotional and support materials produced by Alovea. The Company has carefully designed its products, product labels, the Compensation Plan, and promotional materials to ensure that they are promoted in fair, truthful manner, that they are substantiated, and the material complies with the legal requirements of federal and state laws. The Company owns all copyrights in all promotional and advertising materials produced by the Company. The Company’s literature and materials may not be duplicated or reprinted without the prior written permission of the Company. The Company prohibits Social Business Partners from translating any Company materials from English into other languages. If a Social Business Partner wishes to use other sales tools, promotional materials, advertisements, and other literature he or she must submit them to the Company for its written approval. Unless the Social Business Partner receives

specific written approval to use such tools, the request shall be deemed denied. Social Business Partners who receive authorization from Alovea to produce their own sales aids may not sell such material to any other Alovea Social Business Partner. Alovea further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Social Business Partners waive all claims for damages or remuneration arising from or relating to such rescission.

3.2 Trademarks and Copyrights

Alovea's name, trademarks, service marks and copyrighted materials (the "Intellectual Property") are owned by the Company and/or its Affiliated Companies. The use of the Intellectual Property by Social Business Partners must be approved in writing by Alovea prior to use and must be in strict compliance with these Policies and Procedures. Any right to use Alovea's Intellectual Property by a Social Business Partner is non-exclusive and non-transferable. Alovea has the right and sole discretion to grant others the right to use such Intellectual Property. Any and all goodwill associated with the Intellectual Property (including goodwill arising from a Social Business Partner's use) inures directly and exclusively to the benefit of Alovea or its Affiliated Companies and is the property of Alovea, as applicable. On expiration or termination of this Agreement, no monetary amount shall be attributable to any goodwill associated with any Social Business Partner's use of the Intellectual Property.

3.3 Social Business Partner Web Sites

If a Social Business Partner desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company's replicated website program only except as expressly set forth in these Policies and Procedures. These websites are available to Social Business Partners on a subscription basis upon payment of the applicable fee. This program permits Social Business Partners to advertise on the Internet and to choose from among a variety of home page designs that can be personalized with the Social Business Partner's message and the Social Business Partner's contact information. These websites seamlessly link directly to the official Alovea website giving the Social Business Partner a professional and Company-approved presence on the Internet. No Social Business Partner may independently design a website that uses the Intellectual Property or product descriptions of Alovea or otherwise promotes (directly or indirectly) Alovea products or the Alovea opportunity without the Company's consent. Nor may a Social Business Partner use "blind" ads on the Internet that make product or income claims which are ultimately associated with Alovea products, the Alovea opportunity, or the Compensation Plan. The use of any other Internet website or web page (including without limitation, auction sites such as eBay) to in any way promote, offer or facilitate the sale of Alovea products, the Alovea opportunity or the Compensation Plan requires the prior written consent of Alovea, which can be withheld in its sole discretion, and must be conducted in accordance with the Internet Sales Program of the Company. A Social Business Partner may not employ or contract with others to violate this policy.

3.4 Domain Names

Social Business Partners may not use or attempt to register any of Alovea's Intellectual Property trade names, product names, or any derivative thereof, for any Internet domain name

without the Company's prior written consent. The Company shall have the right to require the owner of a violating domain name to transfer the domain name to the Company immediately at no cost to the Company, in addition to the Company's other rights and remedies. Each Social Business Partner agrees to immediately reassign to the Company any registration of the Company's name or other Intellectual Property in violation of this section.

3.5 Social Media Sites

A Social Business Partner may use social media, including, but not limited to, private and public online blogs, social networks or other interactive and user-generated content online forums ("Social Media") to discuss Alovea's products and services as long as the content is content that was provided by Alovea or content that complies with the marketing guidelines provided in these Policies and Procedures, the Social Business Partner Agreement and other Alovea materials. Unless otherwise approved in writing by Alovea, Social Business Partners may not use Alovea's Intellectual Property on Social Media sites. When using Social Media, Social Business Partners are fully responsible for the accuracy and credibility of their postings and other online activity as it relates to Alovea and should not post information that is in conflict with Alovea's compliance and marketing guidelines or that sheds Alovea in a negative light. In addition to the other requirements for marketing as set forth in these Policies and Procedures, the following requirements must also be adhered to with regard to all uses of Social Media:

- (i) When publishing content on a blog or other social network that mentions Alovea, a Social Business Partner must specify that the postings are the Social Business Partner's and do not represent Alovea's views or opinions. The following phrase should be included as part of any blog or similar post: "This was posted by myself, as an Independent Alovea Social Business Partner and is not an official post of Alovea. For more information, please visit **[insert Alovea website]**."
- (ii) The Social Business Partner must identify himself or herself as an Independent Alovea Social Business Partner.
- (iii) The Social Business Partner must abide by the Social Media site's terms of use and privacy policies.
- (iv) False, misleading, disparaging, or deceptive postings are prohibited.
- (v) Any Social Media site that a Social Business Partner uses in any way to promote or discuss Alovea products, services or opportunity may not be used to promote or discuss any other product, services or opportunity of any other company or business.
- (vi) Social Business Partners shall not make any specific income claim or commitment to any amount of income that others may realize as Social Business Partner or make any guarantee of success. If Social Business Partners use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is solely their responsibility to ensure that they have received the proper authority and consent to use such intellectual property.

- (vii) If a Social Business Partner creates a page on any Social Media site that relates to Alovea, its products, services or opportunity, the page must be immediately deactivated in the event the Social Business Partner Agreement not renewed or is canceled for any reason.
- (viii) During the term of the Agreement and for a period of 12 calendar months following its nonrenewal or cancellation for any reason, a Social Business Partner may not use any Social Media site on which the Social Business Partner discusses or promotes, or has discussed or promoted, Alovea's business, products or services, directly or indirectly to Social Business Partners or customers of Alovea in connection with another direct selling or network marketing company. A Social Business Partner shall not take any action on a Social Media site that may reasonably be foreseen to draw an inquiry from other Social Business Partners relating to another Network Marketing business.

3.6 Communication Guidelines.

Any Social Media site used by a Social Business Partner that promotes Alovea's products or opportunity or any other relationship with Alovea must maintain the confidentiality of site users by complying with the privacy laws in each jurisdiction from which the Social Business Partner receives consumer information. Social Business Partners must post in a prominent location a privacy statement that informs site users whether or not personal information is being collected about them and how such information will be used. Social Business Partners may not sell or trade site user information. Social Business Partners sharing personal information collected on-line shall provide site users with an opportunity to prohibit the dissemination of such information, and if any site users requests that his or her personal information not be shared, Social Business Partners shall refrain from sharing such information. Social Business Partners shall provide site users the option to terminate any further communication between the Social Business Partner and the site users. If any site users requests that a Social Business Partner cease communication, the Social Business Partner shall immediately stop communicating upon such request. Social Business Partners may not distribute content by use of distribution lists or to any person who has not given specific permission to receive such content. Social Business Partners may not post, publish or distribute content that is unlawful, harassing, libelous, defamatory, slanderous, abusive, threatening, harmful, vulgar or obscene, as determined by Alovea in its sole discretion, or which could give rise to civil liability or otherwise violates any applicable local, state, national or international law or regulation. All communications must respect the rights, opinions and sensitivities of others. Social Business Partners may not use any misleading or deceptive tactics (as determined by Alovea, in its sole and absolute judgment) in order to improve their index preference with search engines. Social Business Partners shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor Social Business Partners. All communications shall respect the rights, opinions and sensitivities of others or services.

3.7 Search Engine Advertising

A Social Business Partner may use paid search engine advertising (e.g., Bing, Google) with prior written approval by the Company. Social Business Partners must submit written

requests to the Company to receive the written approval prior to engaging the use of paid search engine advertising. Unless a Social Business Partner receives written approval, the request shall be deemed denied. Social Business Partners receiving approval to engage in search engine advertising acknowledge that the success, or lack thereof, is not the responsibility of the Company. Social Business Partners waive all claims against the Company for damages, compensation, expenses, costs or remuneration of any other nature arising from unsuccessful advertising campaigns.

3.8 Links and Banner Ads

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

3.9 Emails

Alovea does not permit Social Business Partners to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by a Social Business Partner that promotes Alovea, the Alovea opportunity, or Alovea products and services must comply with the following:

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

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

Alovea may periodically send commercial emails on behalf of Social Business Partners. By entering into the Social Business Partner Agreement, Social Business Partner agrees that the Company may send such emails and that the Social Business Partner's physical and email addresses will be included in such emails as outlined above. Social Business Partners shall honor opt-out requests generated as a result of such emails sent by the Company.

3.10 Recordings

Social Business Partners may not produce or reproduce for sale or distribution or for use in their business, any recording or taping of Alovea events and speeches without written permission from Alovea, nor may Social Business Partners reproduce for sale or for use in their business any recording of Alovea-produced audio or video tape presentations.

3.11 Media and Media Inquiries

Social Business Partners must not attempt to respond to media inquiries regarding Alovea, its products or services, or their independent Alovea business. All inquiries by any type of media must be immediately referred to compliance@Aloveahealth.com. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

3.12 Unsolicited Faxes

Except as provided in this section, Social Business Partners may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their Alovea businesses. The term "*automatic telephone dialing system*" means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers. The terms "*unsolicited faxes*" means the transmission via telephone facsimile of any material or information advertising or promoting Alovea, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax or e-mail: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Social Business Partner has an established business or personal relationship. The term "*established business or personal relationship*" means a prior or existing relationship formed by a voluntary two way communication between a Social Business Partner and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Social Business Partner; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

3.13 Telephone Book Listings

Social Business Partners may list themselves as an “Independent Alovea Social Business Partner” in the white or yellow pages of the telephone directory under their own name. No Social Business Partner may place telephone directory display ads using Alovea’s name or logo. Social Business Partners may not answer the telephone by saying “Alovea”, “Alovea Incorporated”, or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Alovea.

SECTION 4 - RESPONSIBILITIES OF SOCIAL BUSINESS PARTNERS

4.1 Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, and commission checks, it is critically important that the Alovea’s files are current. Street addresses are required for shipping since UPS cannot deliver to a post office box. Social Business Partners planning to change their e-mail address or move must send their new address and telephone numbers to Alovea’s Corporate Offices to the attention of the Social Business Partner Services Department. To guarantee proper delivery, Social Business Partners may amend their contact information through their Social Business Partner Back Office or provide two weeks advance to Alovea on all changes.

4.2 Communicating with Alovea

It is critically important that Alovea be able to effectively and efficiently communicate with all Social Business Partners. Social Business Partners who need to contact the Company are encouraged to do so by email at info@alovea.com or by telephone at (888) 280-9555. By entering into the Social Business Partner Agreement, each Social Business Partner consents to the receipt of emails, telephone calls, recorded auto-dialed telephone messages, and text messages from the Company. Social Business Partners may request that the Company not contact them by any of the foregoing methods by sending an opt-out request to info@alovea.com.

4.3 Continuing Development Obligations

4.3.1 Ongoing Training

Any Social Business Partner who sponsors another Social Business Partner into Alovea must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her Alovea business. Social Business Partners must have ongoing contact and communication with the Social Business Partners in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Downline Social Business Partners to Alovea meetings, training sessions, and other functions. Upline Social Business Partners are also responsible to motivate and train new Social Business Partners in Alovea product knowledge, effective sales techniques, the Compensation Plan, and compliance with Company Policies and Procedures. Communication

with and the training of Downline Social Business Partners must not, however, violate Section 3.1 (regarding the development of Social Business Partner-produced sales aids and promotional materials). Social Business Partners should monitor the Social Business Partners in their Downline Organizations to guard against Downline Social Business Partners making improper product or business claims, or engaging in any illegal or inappropriate conduct.

4.3.2 Increased Training Responsibilities

As Social Business Partners progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Alovea program. They will be called upon to share this knowledge with lesser experienced Social Business Partners within their Downline Organization.

4.3.3 Ongoing Sales Responsibilities

Regardless of their level of achievement, Social Business Partners have an ongoing obligation to continue to personally promote sales through the generation of new Affiliates and Customers and through servicing their existing Affiliates and Customers.

4.4 Non-Disparagement

Alovea wants to provide its independent Social Business Partners with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to compliance@alovea.com. Remember, to best serve you, we must hear from you! While Alovea welcomes constructive input, negative comments and remarks made in the field by Social Business Partners about the Company, its products, or the Compensation Plan serve no purpose other than to sour the enthusiasm of other Alovea Social Business Partners. For this reason, and to set the proper example for their Downline Organization, Social Business Partners must not disparage, demean, or make negative remarks about Alovea, other Alovea Social Business Partners, Alovea's products, the Compensation Plan, or Alovea's directors, officers, or employees.

4.5 Reporting Policy Violations

Social Business Partners observing a Policy violation by another Social Business Partner should submit a written report of the violation directly to the attention of the Alovea Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

4.6 Sales Presentations

At sales presentations, Social Business Partners shall truthfully identify themselves, their products, and the purpose of their business to prospective Customers or Affiliates. Social Business Partners may not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of products offered shall be accurate and complete including, but not limited to, with regard to price, terms of payment, refund rights, guarantees, and after-sales services and

delivery. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness and in accordance with applicable laws. Social Business Partners must immediately discontinue a demonstration or sales presentation upon the request of a Customer or Affiliate. Social Business Partners shall not directly or by implication, denigrate any other company or product. Social Business Partners shall refrain from using comparisons which are likely to mislead and which are incompatible to the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated. Social Business Partners shall not abuse the trust of Customers or Affiliates, shall respect the lack of commercial experience of Customers or Affiliates and shall not exploit a Customer's or Affiliate's age, illness, lack of understanding or lack of language expertise.

4.7 Privacy

Social Business Partners must comply with all applicable privacy and data security laws, including security breach notification laws. Social Business Partners must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, provided by a Customer, Affiliate or Social Business Partner or prospective Customer, Affiliate other Social Business Partner. Social Business Partners must hold such information in strict confidence. Social Business Partners are responsible for the secure handling and storage of all documents that may contain such private information. Social Business Partners 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; or (iii) password-protecting computer files. Social Business Partners should retain documents containing such information for only as long as necessary to complete the transaction. Social Business Partners should dispose of any paper or electronic record containing customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (a) shredding; (b) permanently erasing and deleting; or (c) otherwise modifying the customer data and other confidential information in those records to make it unreadable, unreconstructible, and indecipherable through any means.

SECTION 5 - SALES REQUIREMENTS

5.1 Product Sales Rewards

The Alovea Compensation Plan is based on the sale of Alovea products and services to end consumers. Social Business Partners must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. In order to be eligible for commissions, Social Business Partners must satisfy the Personal Volume and Downline Volume requirements to fulfill the requirements associated with their rank as specified in the Compensation Plan and the Policies and Procedures. "Personal Volume" includes purchases made by the Social Business Partner and purchases made by the Social Business Partner's Customers and Affiliates. Downline Volume shall include the total Personal Volume of the Social Business Partner and all Social Business Partners in his or her Downline Organization.

5.2 70% Rule

The Compensation Plan is based on product sales to end customers. Accordingly, Social Business Partners are required to consume and/or sell for at least 70% of the product purchased each month to prospective and current Customers. Social Business Partners agree not to place additional orders with Alovea until at least 70% of the product purchased in the prior month has been consumed or sold. Social Business Partners also agree to validate distribution to prospective and current Customers upon the Company's request. Alovea reserves the right to take any of the actions in Section 8.1 below against Social Business Partners who breach this Section 5.2, including termination of the Social Business Partners Agreement. See also Section 7.4 Product Abandonment.

5.3 No Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

5.4 Sales Receipts

For sales made at a place other than a Social Business Partner's place of business, the Social Business Partner must provide his or her personal retail Customers with two copies of an official Alovea sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state laws. Social Business Partners must maintain all retail sales receipts for a period of two years and furnish them to Alovea at the Company's request. Receipts will be emailed to online Customers. In addition, Social Business Partners must orally inform the personal retail Customer of his or her cancellation rights.

5.5 Advertised Price

Social Business Partners may not advertise or promote the sale of products for less than the posted retail price.

SECTION 6 - BONUSES AND COMMISSIONS

6.1 Bonus and Commission Qualifications and Payment

A Social Business Partner must be Active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Social Business Partner complies with the terms of the Agreement, Alovea shall pay commissions to such Social Business Partner in accordance with the Compensation Plan. The minimum amount for which Alovea will issue a check is \$15.00. If a Social Business Partner's bonuses and commissions do not equal or exceed \$15.00, the Company will accrue the commissions and bonuses until they total \$15.00. A check will be issued once \$15.00 has been accrued. Notwithstanding the foregoing, all commissions owed a Social Business Partner, regardless of the amount accrued, will be paid at the end of each fiscal year. The Company will pay bonuses and commissions to qualified Social Business Partners on product orders that: (i) are received by the Company before the end of the commission period, and (ii) have been fully paid with the appropriate payment.

6.2 Adjustment to Bonuses and Commissions

6.2.1 Adjustments for Returned Products

Social Business Partners receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to Alovea for a refund or is repurchased by the Company, either of the following may occur at the Company's discretion: (i) the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Upline Social Business Partners who received bonuses and commissions on the sales of the refunded products; or (ii) the Upline Social Business Partners who earned commissions based on the sale of the returned products will have the corresponding points deducted from their Downline Volume in the next month and all subsequent months until it is completely recovered.

6.2.2 Hard Copy Commission Checks

In the event the Company begins paying commissions and bonuses by direct deposit or via a Company-provided debit card, it reserves the right to deduct a processing fee from all hard-copy bonus or commission checks issued to Social Business Partners. Social Business Partners will be notified of the amount of this fee if they choose to receive a hard-copy bonus or commission check.

6.2.3 Reissuance of Checks

In the event that a bonus or commission check must be reissued to a Social Business Partner, the Company will charge the Social Business Partner a fee of \$25.00. If a check must be reissued because of the Company's error, no additional charge will be applied.

6.2.4 Tax Withholdings

If a Social Business Partner fails to submit a W-9 form, Alovea may deduct the necessary withholdings from the Social Business Partner's commission checks as required by law.

6.3 Deductions and Offsets

The Social Business Partner authorizes the Company to deduct fees from its commissions and bonuses as deemed appropriate in accordance with any term or condition of the Agreement. Any fees will be assessed at the sole discretion of the Company.

6.4 Reports

6.4.1 Information

All information provided by Alovea in Downline Activity reports, including but not limited to personal and group sales volume (or any part thereof), and Downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy,

completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by Alovea or any persons creating or transmitting the information.

6.4.2 Disclaimer

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED “AS IS” WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, Alovea AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY SOCIAL BUSINESS PARTNER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF Alovea OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, Alovea OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO SOCIAL BUSINESS PARTNERS OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

6.4.3 Remedy

Access to and use of Alovea’s online services and at the Social Business Partner’s reliance upon such information is at Social Business Partner’s own risk. All such information is provided to the Social Business Partner “as is”. If a Social Business Partner is dissatisfied with the accuracy or quality of the information, his or her sole and exclusive remedy is to discontinue use of and access to Alovea’s online services and his or her reliance upon the information.

SECTION 7 - PRODUCT RETURNS AND INVENTORY REPURCHASE

7.1 Product Return Policy

Alovea offers a 100% 30 day money-back satisfaction guarantee (less shipping charges) to all Customers and Social Business Partners **on their first purchase of a particular type of product only**. Subsequent purchases of the same product will not be returnable under this policy even if purchased inside the first 30 days. Under this guarantee, the purchaser, at his or her own expense, may return to Alovea any unused and unopened product and receive a 100% refund of the purchase price of the returned product.

7.2 Returns by Customers and Affiliates

7.2.1 Guarantee

Alovea offers, through its Social Business Partners, a 100% 30 day money-back guarantee to all Customers on their first order of an Alovea product. Every Social Business Partner is bound to honor the 30-day guarantee. If, for any reason, a Customer is dissatisfied with any Alovea product, the Customer may return the unused portion of the product to the Social Business Partner from whom it was purchased, within 30 days, for a replacement, exchange or a full refund of the purchase price (less shipping charges).

7.2.2 Cancellation

A Customer or Affiliate who makes a purchase of \$25.00 or more if made at the Customer's or Affiliate's home or other than the place of business of the seller or \$130 or more if the same is made in a temporary location and other than the place of business of the seller has three business days (72 hours, excluding Sundays and legal holidays) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form (5 days for Alaska residents). When a Social Business Partner makes a sale or takes an order from a Customer or Affiliate who cancels or requests a refund within the 72-hour period, the Social Business Partner must promptly refund the Customer's or Affiliate's money as long as the products are returned to the Social Business Partner in substantially as good condition as when received (5 days for Alaska residents). Social Business Partners must orally inform Customers and Affiliates of their right to rescind a purchase or an order within 72 hours (5 days for Alaska residents), and ensure that the date of the order or purchase is entered on the order form. All Customers and Affiliates must be provided with two copies of an official Alovea sales receipt at the time of the sale. The back of the receipt provides the Customer or Affiliate with written notice of his or her rights to cancel the sales agreement.

7.3 Return of Inventory and Sales Aids by Social Business Partners

A Social Business Partner whose Social Business Partner Agreement is terminated or cancelled may return product inventory, starter kits and sales aids that he or she personally purchased from Alovea and which are in Resalable (see definition of "Resalable" below) condition and which have been purchased within one year of the date of return. All purchases from other Social Business Partners or third parties are not subject to refund. Upon receipt of Resalable product inventory, Starter Kit, and/or sales aids, the Social Business Partner will be reimbursed 90% of the net cost of the original purchase price(s) less appropriate set offs and legal claims, if any. Shipping charges incurred by a Social Business Partner when the Starter Kit, products or sales aids were purchased will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If, for some reason, the refund cannot be made to the original card, a check will be issued within 30 days of the confirmation of return. If a Social Business Partner was paid a commission based upon a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on the above will be deducted from the amount of the refund. Orders that are cancelled prior to shipping are subject to a \$25.00 restocking fee. Products and sales aids shall be deemed "Resalable" if each of the following elements is

satisfied: (i) they are unopened and unused; (ii) packaging and labeling has not been altered or damaged; (iii) the products' and sales aids' commercially reasonable or shelf life has not passed; and (iv) they are returned to Alovea within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

7.4 Montana Residents

A Montana resident may cancel his or her Social Business Partner Agreement within 15 days from the date of enrollment, and may return his or her Starter Kit for a full refund within such time period.

7.5 State Laws

Where any state may require a different return policy than the Company's policy, that state's buyback policy will apply.

7.6 Procedures for All Returns and Refunds

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

- Non-merchandise services such as back office fees or annual renewal fees must be requested to be cancelled prior to their billing date. Purchase of additional products or services or the collection of commissions after such billing is grounds for denial of refund request. In no case will Alovea refund a charge for a non-merchandise service more than 90 days after the charge. It is the responsibility of the Social Business Partner to retain verification of cancellation, and monitor his or her credit card statement to ensure they are not being automatically billed.
- All merchandise must be returned by the Social Business Partner, Affiliate or Customer who purchased it directly from Alovea.
- For merchandise to be returnable, the merchandise must be Resalable.
- All products to be returned must have a Return Merchandise Authorization (RMA) number which is obtained by calling Customer Service at (888) 280-9555. Return Merchandise Authorization number must be written on each carton returned or the Company will not be able to issue a refund.
- Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to Alovea shipping pre-paid. Alovea does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Social Business Partner. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Social Business Partner to trace the shipment. For this reason, the Company recommends shipping the product via a method with tracking capabilities.

- If a Social Business Partner sold product directly to a Customer or Affiliate, he or she is responsible for the refund for such product.
- Refund payment methods are limited to the original form of payment, or if not available, by check in US dollars or such other form as the Company may choose. No refunds will be issued after one year from the purchase date.

No refund or replacement of product will be made if the conditions of these rules are not met. The Company will exchange product if the product is damaged in shipment, incorrectly sent due to a Company error, or of substandard quality. However, when an exchange is not feasible, the Company will refund the amount of the returned product. If product is damaged or defective, the Social Business Partner/Customer should contact the Company within 10 days of receipt of the order. The Company may issue a call tag for the product and will immediately send a replacement order. The Company will inspect the product upon receipt. The product will be shipped to the Social Business Partner, Customer or Affiliate with the Social Business Partner, Customer or Affiliate bearing the shipping charges which will be charged to the card on which the order was placed.

SECTION 8 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 Disciplinary Sanctions

Violation of the Social Business Partner Agreement, these Policies and Procedures, the Compensation Plan, any applicable law, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Social Business Partner that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Social Business Partner's Alovea business), may result, at Alovea's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Social Business Partner to take immediate corrective measures;
- Withholding from a Social Business Partner all or part of the Social Business Partner's bonuses and commissions during the period that Alovea is investigating any conduct allegedly violative of the Agreement;
- Allow them to stay in Alovea but not enroll new individuals or Business Entities;
- Suspension of the individual's Social Business Partner Agreement for one or more pay periods;
- Involuntary termination of the offender's Social Business Partner Agreement;
- Suspension and/or termination of the offending Social Business Partner's Alovea website or website access;

- Any other measure expressly allowed within any provision of the Agreement or which Alovea deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Social Business Partner's policy violation or contractual breach;
- In situations deemed appropriate by Alovea, institute legal proceedings for monetary and/or equitable relief; and/or
- Take any other disciplinary action as determined in the sole discretion of Alovea.

8.2 Grievances and Complaints

When a Social Business Partner has a grievance or complaint with another Social Business Partner regarding any practice or conduct in relationship to their respective Alovea businesses, the complaining Social Business Partner should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's Upline Sponsor. If the matter involves a breach of the Agreement or these Policies or Procedures, it should be reported to Customer Support which will review the facts and attempt to resolve it.

8.3 Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Dallas, Texas and ,unless otherwise agreed to, shall last no more than two business days.

8.4 Arbitration

8.4.1 Procedure

If mediation is unsuccessful, except as otherwise set forth in these Policies and Procedures, **any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Social Business Partners waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Dallas, Texas. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure, and the Federal Rules of Evidence shall apply. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions, selected from the panel which the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be

reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

8.4.2 Confidentiality

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

- The substance of, or basis for, the controversy, dispute, or claim;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; and
- The rulings of the arbitrator on the procedural and substantive issues involved in the case.
- In the event a party breaches the confidentiality provisions, the arbitrator shall impose sanctions for such breach.

8.4.3 Limitation on Authority

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 arbitrator shall not have the power to rule upon or grant any extension, renewal or continuance of the Agreement. The arbitrator shall not have the power to award special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, however caused.

8.4.4 Injunctive Relief

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding. Any modification of these arbitration provisions shall not apply retroactively to any dispute which arose or which Alovea had notice of before the date of modification.

8.4.5 Intellectual Property/Confidentiality Information

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Intellectual Property or Confidential Information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to monetary damages, the Company may obtain injunctive relief against a Social Business Partner

for any violation of the Agreement or misuse of the Company's Intellectual Property or Confidential Information.

8.5 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the State or Federal Courts residing in Dallas, Texas. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Texas shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in Section 8.5, residents of the State of Louisiana shall be entitled to bring an action against Alovea in their home forum and pursuant to Louisiana law.

8.6 Class Proceedings.

In consideration of the right to become a Social Business Partner of Alovea, all Social Business Partners expressly waive and disclaim any right to bring any claim or action in any and all forums and proceedings as a class action. No Social Business Partner may serve as a member of a class or as a class representative in a litigation or other proceeding adverse to Alovea or its affiliates or any other Social Business Partner.

SECTION 9 - PAYMENT AND SHIPPING

9.1 Returned Checks

All checks returned by a Social Business Partner's bank for insufficient funds will be re-submitted for payment. A \$35.00 returned check fee will be charged to the account of the Social Business Partner. After receiving a returned check from a customer or a Social Business Partner, *all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to Alovea by a Social Business Partner for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.*

9.2 Sales Taxes

In designing the Alovea opportunity, one of our guiding philosophies has been to free Social Business Partners from as many administrative, operational, and logistical tasks as possible. In doing so, Social Business Partners are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, Alovea relieves Social Business Partners of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes.

By virtue of its business operations, Alovea is required to charge sales taxes on all purchases made by Social Business Partners, Affiliates and Customers, and remit the taxes charged to the respective states. With the exception of the locations listed below, Alovea has voluntary sales and use tax agreements in place with individual states and local self-administered jurisdictions that require the company to pre-collect the sales taxes. Accordingly, Alovea will collect and remit sales taxes on behalf of Social Business Partners, based on the actual purchase

price of the products, according to applicable tax rates in the state or province to which the shipment is destined.

Social Business Partners located in or shipping to Alaska are responsible for collection and remittance of sales and use taxes. Customers in U.S. Possessions and Territories are responsible for all duties and taxes assessed on products imported from the continental United States.

SECTION 10 - INACTIVITY, RECLASSIFICATION, AND CANCELLATION

10.1 Involuntary Cancellation

A Social Business Partner's violation of any of the terms of the Agreement, including any amendments that may be made by Alovea in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary cancellation of his or her Social Business Partner Agreement by Alovea. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Social Business Partner's last known address, email address, or fax number, or to his/her attorney, or when the Social Business Partner receives actual notice of cancellation, whichever occurs first. Alovea reserves the right to terminate all Social Business Partner Agreements upon 30 days written notice in the event that it elects to: (i) cease business operations; (ii) dissolve as a corporate entity; or (iii) terminate distribution of its products via direct selling.

10.2 Voluntary Cancellation

A Social Business Partner has a right to cancel his or her Social Business Partner Agreement at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The written notice must include the Social Business Partner's signature, printed name, address, and Social Business Partner I.D. Number. If a Social Business Partner is on the Company's autoship program, the autoship agreement shall remain in force and the former Social Business Partner shall be reclassified as an Affiliate unless the Social Business Partner also specifically requests that his or her autoship agreement also be canceled.

10.3 Non-renewal

A Social Business Partner may also voluntarily cancel his or her Social Business Partner Agreement by failing to renew on its anniversary date. The Company may also elect not to renew a Social Business Partner Agreement upon its anniversary date.

10.4 Effect of Cancellation/Non-Renewal

So long as a Social Business Partner remains Active and complies with the terms of the Social Business Partner Agreement and these Policies and Procedures, Alovea shall pay commissions to such Social Business Partner in accordance with the Compensation Plan. A Social Business Partner's bonuses and commissions constitute the entire consideration for the Social Business Partner's efforts in generating sales and all activities related to generating sales (including building a Downline Organization). Following a Social Business Partner's non-

renewal of his or her Social Business Partner Agreement, or the voluntary or involuntary cancellation of his or her Social Business Partner Agreement (all of these methods are collectively referred to as “*cancellation*”), the former Social Business Partner shall have no right, title, claim or interest to the Downline Organization which he or she operated, or any commission or bonus from the sales generated by the Downline Organization. **A Social Business Partner whose business is cancelled will lose all rights as a Social Business Partner. This includes the right to sell Alovea products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Social Business Partner’s former Downline Organization. In the event of cancellation, Social Business Partners agree to waive all rights they may have, including but not limited to property rights, to their former Downline Organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Downline Organization.** Following a Social Business Partner’s cancellation of his or her Social Business Partner Agreement, the former Social Business Partner shall not hold himself or herself out as an Alovea Social Business Partner. A Social Business Partner whose Social Business Partner Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was Active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

SECTION 11 - MISCELLANEOUS PROVISIONS

11.1 Changes to the Agreement

Alovea reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Social Business Partner Agreement, a Social Business Partner agrees to abide by all amendments or modifications that Alovea elects to make. Amendments shall be effective immediately after publication of notice that the Agreement has been modified. Social Business Partners who have accepted products or commission checks from Alovea subsequent to an amendment or modification are deemed to have further consented to any amendments or modifications. Notwithstanding the foregoing, all Social Business Partners shall be bound by any amendments upon notification of the amendments through any of Alovea’s official channels of communication. Those channels include, but are not limited to, posting of information to the official Alovea website, email to the Social Business Partners, announcements in any official Alovea newsletter or other publication, or mail to the Social Business Partner at the address listed on the Social Business Partner Agreement.

11.2 Force Majeure.

The Company 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.

11.3 Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be

severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

11.4 Waiver

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

11.5 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY, ITS AFFILIATED COMPANIES AND THEIR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, ASSIGNS AND AGENTS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "RESPONSIBLE PARTIES") SHALL NOT BE LIABLE FOR, AND THE SOCIAL BUSINESS PARTNER RELEASES THE COMPANY, ITS AFFILIATED COMPANIES AND THEIR RESPONSIBLE PARTIES FROM AND WAIVES ALL CLAIMS, FOR ANY LOSS OF PROFITS, INDIRECT, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, AND FOR ANY OTHER LOSSES INCURRED OR SUFFERED BY A SOCIAL BUSINESS PARTNER AS A RESULT OF: (I) A SOCIAL BUSINESS PARTNER'S BREACH OF THE AGREEMENT, (II) THE PROMOTION OR OPERATION OF THE SOCIAL BUSINESS PARTNER BUSINESS; (III) THE SOCIAL BUSINESS PARTNER'S INCORRECT OR WRONG DATA OR INFORMATION BEING PROVIDED TO THE COMPANY OR ITS RESPONSIBLE PARTIES; OR (IV) THE SOCIAL BUSINESS PARTNER'S FAILURE TO PROVIDE ANY INFORMATION OR DATA NECESSARY FOR THE COMPANY TO OPERATE ITS BUSINESS, 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. EACH SOCIAL BUSINESS PARTNER AGREES THAT THE ENTIRE LIABILITY OF THE COMPANY, ITS AFFILIATED COMPANIES AND THEIR RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THE CONTRACT, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL NOT EXCEED, AND SHALL BE LIMITED TO,

THE AMOUNT OF PRODUCTS THE SOCIAL BUSINESS PARTNER HAS PURCHASED FROM THE COMPANY THAT ARE IN RESALABLE CONDITION.

11.6 Notice

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

11.7 Survival.

Any provision of these Policies and Procedures, which, by its terms, is intended to survive termination or expiration of the Social Business Partner Agreement shall so survive, including, without limitation, the arbitration, non-solicitation, trade secrets and Confidential Information covenants contained in these Policies and Procedures.

11.8 Third Party Services

The Company, from time to time, may provide to a Social Business Partner information regarding available services to the Social Business Partner provided by unaffiliated third parties with respect to commission processing, debit and credit cards, banking and merchant accounts and other transactions. In no event shall the Company be liable for the failure of a Social Business Partner to obtain or qualify for such services, the use or misuse of information provided by Social Business Partner to such third party or the suspension or termination of such services or the withholding of funds by such third party.

SECTION 12 - DEFINITIONS

Active Social Business Partner — A Social Business Partner who satisfies the minimum Personal Sales Volume requirements, as set forth in the Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions.

Active Rank — The term “Active Rank” re Alovea Health Social Business 3.0 Rewards refers to the current Rank of a Social Business Partner, as determined by the Compensation Plan, for any four week period. To be considered “active” relative to a particular Rank, a Social Business Partner must meet the criteria set forth in the Alovea Plan for his or her respective Rank. (See the definition of “Rank” below.)

Affiliate – An individual or Business Entity that enrolls with Alovea at no cost, purchases Alovea products and services and makes commissions from the sales to Customers the Affiliate enrolls.

Affiliated Company – “Affiliated Company” shall mean, as to any individual or Business Entity, any other individual or Business Entity that, directly or indirectly, controls, is controlled by or is under common control with such individual or Business Entity. For purposes of this definition, the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) of an individual or Business Entity means the possession, directly or indirectly, of the power: (i) to vote more than 50% of the voting equity of such individual or Business Entity; or (ii) to direct or cause the direction of the management and policies of such individual or Business Entity, whether through the ownership of voting equity, by contract or otherwise.

Agreement — The contract between the Company and each Social Business Partner includes the Social Business Partner Agreement, these Policies and Procedures, the Alovea Health Social Business 3.0 Rewards Plan and any other agreement between the Company and a Social Business Partner, all in their current form, as amended by Alovea from time to time in its sole discretion.

Customer – An individual or Business Entity that purchases Alovea products or services from a Social Business Partner, but who is not a Social Business Partner.

Downline Activity Report — A report generated by Alovea that provides critical data relating to the identities of Social Business Partners, Affiliates and Customers sales information, and enrollment activity of each Social Business Partner’s Downline Organization. This report contains confidential and trade secret information which is proprietary to Alovea.

Downline Leg — Each one of the individuals and Business Entities personally enrolled by a Social Business Partner and his or her respective Downline Organizations represents one “leg” in a Downline Organization.

Downline or Downline Organization — The Affiliates, Customers and Social Business Partners enrolled below a particular Social Business Partner.

Downline Volume — The commissionable value of Alovea products or services sold by a Social Business Partner’s Downline Organization. (Starter Kits and sales aids have no sales volume.)

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

Personal Volume (PV) — A Social Business Partner’s Personal Sales Volume includes the commissionable value of services and products purchased in a month: (i) by the Social Business Partner; (ii) by the Social Business Partner’s personally enrolled Customers.

Rank — The “title” that a Social Business Partner/Member has achieved pursuant to the Alovea Compensation Plan.

Recruit — For purposes of Alovea’s Conflict of Interest Policy (Section 2.7), the term “Recruit” means:

- (a) the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Alovea Social Business Partner, Affiliate or Customer to enroll or participate in another Network Marketing or Direct Selling business ; and
- (b) The conduct described in (a) above constitutes recruiting even if the Social Business Partner’s actions are in response to an inquiry made by another Social Business Partner, Affiliate or Customer. This subsection (b) shall not be applicable in California.

Resalable — Products and Sales aids shall be deemed “resalable” if each of the following elements is satisfied: (i) they are unopened and unused; (ii) packaging and labeling has not been altered or damaged; (iii) the products’ and sales aids’ commercially reasonable usable or shelf life has passed; (iv) it is returned to Alovea within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

Retail Sales – Sales to a Customer. If a sale is made to a Customer who subsequently submits an Alovea Social Business Partner Agreement within 30 days from the date of the sale, or if an Immediate Household family member of the Customer submits an Alovea Social Business Partner Agreement within 30 days of the sale, such sale shall not constitute a Retail Sale. A Social Business Partner’s personal purchases from Alovea do not constitute Retail Sales.

Sponsor — A Social Business Partner who enrolls an Affiliate, a Customer or another Social Business Partner into the Company, and is listed as the Sponsor on the Social Business Partner Agreement. The act of enrolling others and training them to become Social Business Partners is called “sponsoring.”

Starter Kit — A selection of Alovea training materials and business support literature that each new Social Business Partner is required to purchase.