

STATEMENT OF POLICIES AND PROCEDURES

1. The Company.

ZURVITA hereinafter “Company,” is a direct selling company marketing quality of life products, benefits and financial services, to the consumer through Independent Consultants. The policies and procedures herein are applicable to all Independent Consultants of the Company.

2. Independent Consultants.

An Independent Consultant is one who has completed and agreed to a Company Application and Agreement and these Policies and Procedures, and has been accepted by the Company as an Independent Consultant. The Company reserves the right to accept or reject anyone as an Independent Consultant.

3. Independent Consultant’s Qualification.

a) All Independent Consultants must be of legal age in the state in which they sell Company products or services. The Company will consider married couples as a single Independent Consultant/position. The Company does not encourage husbands and wives to sponsor each other. However, this will be allowed with the following stipulation; the spouse must be signed up directly to their spouse. They cannot be placed somewhere else in the downline.

b) Should a husband/wife Independent Consultant divorce, they jointly should notify the Company as to how the position is to be managed thereafter. The Company will continue to pay commission checks in the same manner as before the divorce until it receives written notice signed by both parties or a court decree which specifies how future commission checks should be paid.

4. Legal Entities.

a) A partnership, corporation or limited liability company (a “Legal Entity”) may be an Independent Consultant. However, no individual may participate in more than one independent consultant position. An Independent Consultant position may change status under the same sponsor from an individual to a Legal Entity with proper and complete documentation.

b) To become an Independent Consultant as a Legal Entity or to change status from an individual to one of these forms of Legal Entities, the Independent Consultant must request a Legal Entity Form from the corporate home office. This form must be submitted detailing all partners, stockholders, members, managers, officers or directors, as applicable, in the Legal Entity. In addition, the Independent Consultant must submit (and keep updated) a complete list of all directors, officers, shareholders, partners, members and managers, as applicable, of the Legal Entity and such other information reasonably requested by the Company from time to time. The individual who submits the form must be authorized to enter into binding contracts on behalf of the Legal Entity. In addition, by submitting the legal entity form, Independent Consultant certifies that no person with an interest in the business has had an interest in an Independent Consultant’s position within three months of the submission of the form (unless it is the continuation of an existing position that is changing its form of doing business).

c) Although the Company offers an Independent Consultant the opportunity to conduct his/her Independent Consultant’s position as a Legal Entity, since the Independent Consultant’s Legal Entity is under the control of its owners, the actions of individual owners as they may affect the Company and the Independent Consultant position. Therefore, the shareholders, officers, directors, partners, members, managers, agents or employees, as applicable, of a Legal Entity Independent Consultant are personally liable to the Company for the actions of the Legal Entity.

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5. Independent Consultants Status and Responsibilities.

Independent Consultants are independent contractors of the Company. The agreement between the Company and its Independent Consultants does not create an employer\employee relationship, agency, partnership, or joint venture between the Company and the Independent Consultants. Each Independent Consultant shall hold harmless the Company from any claims, damages or liabilities arising out of Independent Consultant's business practices. Independent Consultants have no authority to bind the Company to any obligation. Each Independent Consultant is encouraged to set up his\her own hours and to determine his\her own methods of sale, so long as he\she complies with the policies and procedures of the Company.

6. Independent Consultants Business Conduct.

In the conduct of his/her business, the Independent Consultant shall safeguard and promote the reputation of the products and services of the Company and shall refrain from all conduct which might be harmful to such reputation of the Company or to the marketing of such products or inconsistent with the public interest, and shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Independent Consultants agree to conduct their business with the highest standards of honesty and integrity. Independent Consultants shall not make negative, disparaging, untrue or misleading comments about the Company, its owners, directors, officers, employees, other consultants of the Company or any other company or such company's products. Independent Consultants shall not engage in any activities that may cause harm to the Company or any other Independent Consultant of the Company.

7. Claims About Products.

When discussing or promoting Zurvita products, you may make only those representations found in literature published by Zurvita. You may also state that the products are safe when used as directed on the product labels. You may not state that any Zurvita product has been approved by the U.S. Food and Drug Administration. The Independent Consultant agrees not to sell any unsealed product. Statements suggesting that Zurvita products can be used to treat or remedy any illness, disease or medical condition are prohibited and shall be grounds for suspension or termination of your membership, at the sole discretion of Zurvita.

8. Marketing Products Through Retail Establishments.

In order to sell or display Zurvita products in a retail establishment*, an Independent Consultant must adhere to the following guidelines:

1. The Independent Consultant must complete a Retail Request/Release Form- to be provided by Zurvita, documenting and communicating with corporate where products are being sold.
2. The Independent Consultant is responsible to manage and superintend all products sold or displayed.
3. Products must be offered at the Zurvita suggested retail and preferred customer pricing;
4. The Independent Consultant must provide each customer with a Zurvita Retail Receipt (available in Consultant Z-Center) at the time of sale;
5. Products must not be sold to anyone under the age of 18 without parental consent in writing;
6. The Independent Consultant must only use product literature or representations published or approved by Zurvita. Consultants can submit their product literature or representations to "Marketing Compliance" through the Consultant Z-Center.
7. The Independent Consultant agrees not to sell any unsealed product.

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**"Retail establishment" refers to traditional retail outlets such as health clubs, gyms, food markets, gift shops, hair or nail salons and health professionals' offices. Selling or promoting of Zurvita products in mall kiosks is strictly prohibited. Fairs, home shows, trade shows and other seasonal or annual events are not considered to be traditional "retail establishments". You must therefore submit an Exhibition Request form to the Zurvita Compliance Department for approval to sell or display products at these events. Exhibition Request forms may be submitted to Marketing Compliance at MarketingCompliance@Zurvita.com. Approval to sell or display Zurvita products in a retail establishment can be revoked at any time discretion of company.*

As a matter of fairness to all Zurvita Consultants, Zurvita must strictly enforce this policy and take appropriate action against any Independent Consultant who fails to comply. Accordingly, first-time violations of this policy will result in a suspension of your membership; any subsequent violation will result in the termination of your membership. Zurvita does however, have the discretion to terminate upon a first time violation.

9. Customer Refunds and Product Returns

All first-time orders of Zeal Wellness products (both Preferred and Retail Customers) come with a 30-day money back guarantee. This does not include the Zeal Weight Management Products (Zeal Burn, Zeal Cleanse, Zeal Advanced Formula Protein Shakes, and Zeal Weight Management Program). You must refund a Preferred or Retail customer's money immediately if asked to do so. (This does not include shipping and handling costs). Failure to do so may result in the suspension or termination of your membership, at the sole discretion of Zurvita.

When you refund your Preferred or Retail customer, you will receive a replacement for the wellness product from Zurvita if you return the unused portion of the product along with a copy of the Retail Sales Receipt and a completed Retail Customer Product Return form to (forms also apply to "Preferred" Customers);

Zurvita, Inc.
800 Gessner
Suite 110
Houston, TX 77024

Retail Customer Product Return forms (also applies for "Preferred" Customers) are available in the Z-Center or from Customer Service. You must request your replacement product within 30 days of the date you gave the refund to your Preferred or Retail customer. If a Preferred or Retail customer calls the corporate office to request a refund, Zurvita will notify the appropriate Independent Consultant. If the Independent Consultant fails to refund the Preferred or Retail customer within seven days, the Independent Consultant may be suspended or terminated at the sole discretion of Zurvita.

10. Consumer Centered Services and Products.

The Company's program is built upon retail sales of product and services to the ultimate consumer. Independent Consultants must fulfill published personal and down-line retail sales requirements to qualify for bonuses, overrides or advancements. An Independent Consultant may not pay for another person's membership.

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11. Sponsor's Responsibilities.

Any Independent Consultant who sponsors other independent consultants must fulfill the obligation of performing a bona fide supervisory function in the sale or delivery of product and services and in the training of those he/she sponsors. Independent Consultants must be available to provide communication and training with his/her sales organization. Examples of such communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, and accompanying individuals to Company training and sharing genealogy information with those sponsored.

12. Taxes.

Each Independent Consultant is responsible for complying with all state and local taxes and regulations with respect to commissions or any other earnings generated as an Independent Consultant of Company products and services.

13. Company Representation.

Independent Consultants shall not advertise Company products and/or marketing plans except as specifically approved by the Company. Independent Consultants agree to make no false or fraudulent representations about the Company, the products, the Company compensation plan, or income potentials.

14. Monthly Fees.

The recurring Independent Consultant fee will automatically be deducted from the credit card provided on the application form at the time the Independent Consultant joins the Company and purchases the service.

15. Trademark, Trade Names, Advertising.

a) The name of the Company and other names and marks as may be used by the Company are proprietary trade names, trademarks and service marks of and owned by the Company. As such, these marks are of great value to the Company and are supplied to an Independent Consultant for Independent Consultant's use only as expressly authorized in writing. Each Independent Consultant agrees to advertise the Company products and services only through the advertising or promotional materials made available to the Independent Consultant by the Company. Each Independent Consultant agrees not to use any written, printed, recorded or any other material in advertising, promoting or describing any product or service of the Company or the Company business which has not been supplied by the Company, unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published or displayed. Such material can be submitted to "Marketing Compliance" through the Consultant's Z-Center.

b) An Independent Consultant may not produce, use or distribute any information relative to the contents, characteristics or properties of Company product or service which has not been provided directly by the Company. This prohibition includes but is not limited to print, audio or video media.

c) An Independent Consultant may not produce, sell or distribute literature, films or sound recordings which are deceptively similar in nature to those produced, published and provided by the Company for its Independent Consultants, nor may an Independent Consultant purchase, sell or distribute non-company materials which imply or suggest that said materials originate from the Company.

d) Each Independent Consultant agrees to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refund, attorney fees, court costs or lost business incurred by the Company as a result of an Independent Consultant's unauthorized representation concerning the Company of its products or services or use of its trademarks, service marks or copyrights.

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16. Internet and Website Policy.

a) The Company maintains an official corporate website. Independent Consultants are allowed to advertise on the Internet through an approved Company program which allows Independent Consultants to choose from Company home page designs that can be personalized with the Independent Consultant's message and the Independent Consultant's contact information (the "Consultant Website"). The Consultant Websites link directly to the Company website giving the Independent Consultant a professional and Company-approved presence on the Internet. Only these approved Consultant Websites may be used by Independent Consultants in connection with their Zurvita business or unless Consultant Website is approved by Company.

b) Independent Consultants may not advertise or promote their Zurvita business or the Company's products or marketing plan or use the Company's name in any electronic media or transmission, including on the Internet (such as Ebay, Amazon, Craigslist, etc.) except via a Consultant Website unless media or transmission is approved by Company. No Independent Consultant may use "blind" ads on the Internet making product or income claims which are ultimately associated with Company products or services or the Company's business plans.

c) Independent Consultants may not use the trademarks of the Company or any derivative or abbreviation thereof as a domain name or email address.

d) When using the Consultant Websites and the Internet, Independent Consultants must abide by the guidelines set forth by the Company, including, but not limited to the following, Independent Consultant shall:

- 1) 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 Independent Consultants;
- 2) whether or not they collect personal information from individual consumers, disclose to the consumer in a prominent place on the Consultant Website how the consumer information will be used;
- 3) provide individual consumers with an opportunity to prohibit the dissemination of personal information collected on-line, and if any consumer requests that his/her personal information not be shared, the independent consultant shall refrain from sharing such information;
- 4) provide individual consumers the option to terminate any further communication between the Independent Consultant and the consumer and if any consumer requests that an Independent Consultant cease communication, the Independent Consultant shall immediately stop communicating upon such request;
- 5) abide by all laws and regulations regarding electronic communications;
- 6) not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed; and
- 7) not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.

e) When using the Consultant Website, Independent Consultants shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Independent Consultants shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. All communications shall respect the rights, opinions and sensitivities of others. Subjects not in support of the operation of an Independent Consultant's Zurvita business, such as religious, political or social commentary should be avoided.

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17. No Spam Policy.

It is specific Company policy to prohibit Independent Consultants from sending unsolicited and/or bulk email (spamming) or information by facsimile relating to the Company's business and products and services. The Company has a zero tolerance policy of spamming practices.

18. Representation of Status.

In all cases, any reference the Independent Consultant makes to him/herself must clearly set forth the Independent Consultant's independent status. For example, if the Independent Consultant has a business telephone, the telephone may not be listed under the Company's name or in any other manner which does not disclose the independent contractor status of the Independent Consultant.

19. Newspaper Advertisements.

Some Independent Consultants use classified advertising in the newspapers to find prospects. All advertisements must be approved by the Company in advance.

20. Business Cards and Stationery.

Any printed materials, including business cards and stationery, must be approved by the Company in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the independent consultant.

21. Telephone Solicitation.

The use of the Company's name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit Independent Consultants or retail customers.

22. Press Inquiries and Media Interviews.

Any inquiries by the media are to be referred immediately to the Company. Independent Consultants are prohibited from granting radio, television, newspaper, tabloid, internet, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize the Company, its products or services or their Zurvita businesses, without the express prior written approval of the Company. This policy is to assure accuracy and consistent public image.

23. Endorsements.

Federal and state regulatory agencies do not endorse direct selling programs. Therefore, Independent Consultants may not represent that the Company's program has been approved or endorsed by any governmental agency.

24. Reproductions.

Independent Consultants may not produce or reproduce for sale or personal use products sold by the Company or any Company-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of Company meetings and conferences strictly is prohibited. Still photography is allowable at the discretion of the meeting host.

25. Repackaging.

Independent Consultants may not re-package products or materials of the Company.

26. Trade Shows.

With written authorization from the Company, Company products and opportunity may be displayed at trade shows by independent consultants. Request for participation in trade shows must be received in writing by the Company at least two weeks prior to the show. Written authorization from the

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Company must be received before participating in the trade show. Company products and opportunity are the only products and/or opportunity that may be offered in the trade show booth. Only Company produced marketing materials may be displayed or distributed. No Independent Consultant may sell or promote the Company's products or business opportunity at flea markets, swap meets, or garage sales, etc. without prior Company approval. You must therefore submit an Exhibition Request form to the Zurvita Compliance Department for approval to sell or display products at these events. Exhibition Request forms may be submitted to Marketing Compliance at MarketingCompliance@Zurvita.com.

27. Sales Presentations.

At all sales presentations, Independent Consultants shall truthfully identify themselves, their products, and the purpose of their business to prospective customers. Independent Consultants may not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of products and services 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. Independent Consultants must immediately discontinue a demonstration or sales presentation upon the request of the consumer. Independent Consultants shall not directly or by implication, denigrate any other company or product. Independent Consultant 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. Independent Consultant shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a customer's age, illness, lack of understanding or lack of language expertise.

28. International Sales.

No Independent Consultant may export or sell directly or indirectly to others who export the Company's products or services, literature, sales aids or promotional material relating to the Company, its products or the Company's program from the United States or its possessions or territories to any other country. Independent Consultants who choose to sponsor internationally may do so only in countries in which the Company has registered to operate its business and must comply fully with the rules of operation of the Company's operation in that country.

29. Renewal.

Independent Consultants must renew their status annually, and the Company has the right to decline to accept any renewal, in its sole discretion. The annual renewal fee is due on the anniversary date of acceptance of the Independent Consultant Agreement. The Company may charge a renewal fee and/or require that Independent Consultant execute a new Independent Consultant Agreement upon renewal. Independent Consultants not renewing by the renewal date shall be deemed to have voluntarily terminated their Independent Consultant relationship with the Company.

30. Termination.

- a) The Independent Consultant Agreement may be canceled for any reason by either party upon a thirty (30) day prior written notice to the other party.
- b) The Company reserves the right to terminate any independent consultant at any time for cause when it is determined that the Independent Consultant has violated the provisions of the Independent Consultant's Agreement, including the provisions of these Policies and Procedures. Such involuntary termination shall be made by the Company at its sole discretion. Upon an involuntary termination, the Company shall notify the Independent Consultant by mail at the latest Independent Consultant's address listed with the Company. In the event of a termination, the terminated Independent Consultant agrees to immediately cease representing him/herself as an Independent Consultant of the Company.

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31. Returns.

a) An Independent Consultant who terminates his/her business relationship with the Company has the right to return for repurchase on commercially reasonable terms currently marketable inventory, including required Company-produced promotional materials, sales aids and kits in possession of the Independent Consultant or such materials purchased by the Independent Consultant for resale prior to the date of termination. For purposes hereof, “reasonable commercial terms” shall mean the repurchase of marketable inventory within 12 months from the independent consultant’s date of purchase at not less than 90% of the independent consultant’s original net cost less appropriate set-offs and legal claims, if any. In addition, for purposes of this section, products shall not be considered “currently marketable” if returned for repurchase after the product’s commercially reasonable usable or shelf life period has passed; nor shall products be considered “currently marketable” if the Company clearly discloses to the Independent Consultant prior to purchase that the products are seasonal, discontinued, or special promotional products and are not subject to the repurchase obligation.

b) A written request must be submitted, stating the reason for the return of inventory and/or sales materials, and accompanied by proof of payment and a copy of the purchase order form or packing slip.

c) The Company will instruct the Independent Consultant where to ship the product for inventory and verification. Upon receipt and inspection of the return, the Company will process the appropriate refund. The Independent Consultant must pay the cost of return freight.

d) All commissions, overrides and/or bonuses paid to a terminated Independent Consultant and his/her up-line as a result of any product returned upon termination must be repaid to the Company from the Independent Consultants receiving such commissions, overrides and/or bonuses. The Company may deduct such amounts from any commissions or other amounts owed to such Independent Consultants.

32. Buyer’s Right to Cancel.

Federal law grants a buyer the right to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers retail consumer sales of \$25.00 or more that occur away from the seller’s main office. The Company’s sales order form contains all legally required notices. Two copies must be given to the buyer by independent consultants on every sale. In addition, Independent Consultants must orally inform the buyer of the three-day right to cancel at the time the buyer purchases the goods.

33. Solicitation.

During the term of this Agreement, an Independent Consultant may not, directly or indirectly, on his/her own behalf or on behalf of any other person or entity, divert, solicit or hire any customer, Independent Consultant, or employee of the Company to terminate or alter his/her business or contractual relationship with the Company.

34. Proprietary Information.

The Company will provide access via the Independent Consultant’s website “back-office” to company data, information and reports concerning the Independent Consultant’s down-line sales organization. Each Independent Consultant agrees that such information is proprietary and confidential to the Company and is transmitted to the independent consultant in confidence. Each Independent Consultant agrees that he/she will not disclose such information to any third party directly or indirectly, nor use the information to compete with the Company directly or indirectly. The Independent Consultant and the Company agree that, but for this agreement of confidentiality and nondisclosure, the Company would not provide the above confidential information to the independent consultant. Each Independent Consultant acknowledges that the genealogy may contain information concerning an independent consultant, including, but not limited, to an Independent Consultant’s name, address, phone number, products and earnings, and each Independent Consultant consents to the dissemination of the genealogy.

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35. Vendor Confidentiality.

The Company's business relationship with its vendors, manufacturers and suppliers is confidential. An Independent Consultant shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of the Company except at a Company sponsored event at which the representative is present at the request of the Company.

36. Death or Incapacitation.

Upon the death or incapacity of the Independent Consultant, his/her rights to bonuses and marketing position, together with independent consultant responsibilities, shall pass to his/her successors in Interest upon written application and approval by the Company. The successor Independent Consultant must fulfill all responsibilities of the independent consultant and execute the then current Independent Consultant Agreement.

37. Transfer of Independent Consultant Position.

a) An Independent Consultant may not sell, assign or otherwise transfer his/her Independent Consultant position, marketing position or other Independent Consultant rights without written approval by the Company. The selling Independent Consultant must provide the Company with a copy of all documents which detail the transfer, including, without limitation, the name of the purchaser, the purchase price and terms of purchase and payment.

b) The Company possesses the right of first refusal with respect to any sale, assignment or transfer of any Independent Consultant position. An Independent Consultant wishing to sell, assign or transfer his/her business must first provide the Company with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding or intended offer. The Company will advise the Independent Consultant within 10 business days after receipt of such notice of its decision to accept or reject the offer.

c) If the Company fails to respond within the 10-day period or declines such offer, the Independent Consultant may make the same offer to the Independent Consultant's sponsor. If the sponsor declines the offer, the Independent Consultant may sell the Independent Consultant's position to any person or entity who is not an Independent Consultant, married to or a dependent of an Independent Consultant or who has any interest in an Independent Consultant, but on the same terms and conditions as offered to the Company and/or sponsor.

d) Upon a sale, transfer or assignment being approved in writing by the Company, the purchaser must assume the position of the selling Independent Consultant and must execute a current Independent Consultant Agreement and all such other documents as reasonably be required by the Company.

e) An Independent Consultant who sells his/her independent consultant's position shall not be eligible to re-qualify as an independent consultant for a period of at least six months after the sale.

38. Agreement.

These Policies and Procedures are incorporated into the Independent Consultant Agreement.

39. Amendment.

The Company expressly reserves the right to alter or amend prices, these Policies and Procedures, products and services and the Compensation Plan at anytime. Such amendments are automatically incorporated as part of the Independent Consultant Agreement and will be communicated to the Independent Consultant by posting on the Company website or through other Company communications. The cashing of a company commission check or acceptance of bonuses or commissions constitutes acceptance and agreement of such changes.

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40. Sponsoring Rights.

a) All Independent Consultants have the right to sponsor others. In addition, every person has the ultimate right to choose his/her own sponsor. If two Independent Consultants should claim to be the sponsor of the same new Independent Consultant, the Company shall regard the first application received by the corporate home office as controlling.

b) As a convenience to its Independent Consultants, the Company may provide various methods of registering or informing the Company of newly sponsored Independent Consultants, including telephone registration and facsimile registration. Until such time as the Company receives an application and an executed Independent Consultant Agreement, either as hard copy, electronically, or by facsimile, containing all appropriate information, the Company will consider an incomplete registration in the category of “intended” registration.

41. Transfer of Sponsorship.

Once an Independent Consultant has been sponsored, the sponsoring Consultant has up to 60 days to place that individual. This placement is allowed only one time and is permanent, once placed. Transfer of sponsorship is rarely permitted and is actively discouraged. Maintaining the integrity of sponsorship is absolutely mandatory for the success of the overall organization. Any change of sponsorship is subject to final approval by Zurvita. A Consultant may change sponsorship upon written request to Zurvita, accompanied by signed letters of approval from all eight immediate upline Consultants. The written request must state clearly that all parties involved understand the consequences of the sponsorship or placement transfer and be signed by the appropriate parties. Alternatively, a Consultant may change sponsorship by voluntarily terminating his or her existing position and maintaining no activity for a period of six months. The Consultant may then enroll as a new Consultant under any sponsor he or she chooses. If the period of six months has lapsed with no activity, the Consultant may enroll as a new Consultant under the sponsor of his or her choice.

42. Commissions & Bonuses Eligibility.

To be eligible for monthly override commissions and bonuses, the Independent Consultant must comply by:

- a) Maintain an active position and in good standing with the Company;
- and
- b) Maintaining the minimum number of active Zurvita customers required at the achieved level.

43. Chargebacks.

When a Consultant receives an “advanced” commission on any Zurvita product, they are subject to a chargeback of any “unearned” commissions if the membership receives a refund. Chargebacks will be deducted from any future commission checks until chargebacks are relieved. Bonuses received by Consultants are subject to a 100% chargeback due to fraudulent business or unethical activity.

44. Roll-Ups.

At the end of the month if an Independent Consultant drops below \$70 Personal Business Volume, that Consultant will be notified immediately and will have until the end of the next month to obtain a minimum of \$70 Personal BV to prevent a roll-up of his or her down-line. If that Independent Consultant remains below \$70 Personal BV for the following month, that Independent Consultant will forfeit their down-line to their active up-line Consultant. If an Independent Consultant chooses to cancel, at the end of the following month after cancellation, their down-line will be forfeited to their active up-line Consultant and the Consultant that canceled will become inactive. The personal members do not roll up.

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45. Income Claims.

No income claims, income projections nor income representations may be made to prospective Independent Consultants. Any false, deceptive or misleading claims regarding the opportunity or product/service are prohibited. In their enthusiasm, Independent Consultants are occasionally tempted to represent hypothetical income figures based upon the inherent power of network marketing as actual income projections. This is counter-productive and prohibited, since new Independent Consultants may be quickly disappointed if their results are not as extensive or as rapid as a hypothetical model would suggest. The Company believes firmly that the income potential is great enough to be highly attractive in reality without resorting to artificial and unrealistic projections.

46. Waiver.

The Company never gives up its right to insist on compliance with these Policies and Procedures or with the applicable laws governing the conduct of the Zurvita business. This is true in all cases, both specifically expressed and implied, unless an officer of the Company who is authorized to bind the Company in contracts or agreements specifies in writing that the Company waives any of these provisions.

47. Governing Law.

These Policies and Procedures shall be governed by the laws of the State of Texas. The parties agree that jurisdiction and venue shall lie in Houston, Texas.

48. Partial Validity.

Should any portion of these Policies and Procedures or the Independent Consultant's Agreement, or of any other instruments referred to herein or issued by the Company be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

49. Customer Guarantee.

Independent Consultants must abide by the Company's retail customer return policy.

50. Warranties.

Except as expressly stated herein, the Company makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through the Company.

51. Force Majeure.

The Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

52. Arbitration.

a) Except as expressly set forth herein, all disputes, claims and controversies between Independent Consultants and the Company, relating to or arising out of the Independent Consultant Agreement, the Policies and Procedures, the Compensation Plan or its products or services, the rights and obligations of an Independent Consultant and the Company or any other claims or causes of action relating to the performance of any Independent Consultant under the Independent Consultant Agreement shall be settled totally and finally by arbitration in Houston, Texas, or such other location as the Company prescribes, in accordance with Policies and Procedures and the Commercial Arbitration Rules of the American Arbitration Association. Except as expressly set forth herein, arbitration shall be the

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exclusive method available for resolution of such claims and disputes.

b) There shall be one arbitrator who shall be an attorney who shall have expertise in business law transactions, and preferably an attorney knowledgeable in the direct selling industry. The Company shall select the arbitrator at its sole discretion from the panel which the American Arbitration Association provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If an Independent Consultant files a claim or counterclaim against the Company, an Independent Consultant shall do so on an individual basis and not with any other independent consultant or as part of a class action. The arbitrator shall have the right in his/her discretion to authorize the obtaining of discovery, including the taking of depositions of witnesses for the purpose of discovery. The presentations of parties in the arbitration proceeding shall be commenced and completed within 60 days after the selection of the arbitrator and the arbitrator shall render his/her decision in writing within 30 days after the completion of such presentations. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. At the request of any party, the arbitrator shall make and provide to the parties written findings of fact and conclusions of law. This agreement to arbitration shall survive any termination or expiration of the Independent Consultant Agreement.

c) Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any mark, copyright, or other intellectual property or proprietary or confidential information of 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.

d) Nothing in the Policies and Procedures shall prevent the Company from terminating the Independent Consultant Agreement or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect the Company's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

e) 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 Policies or Procedures, Compensation Plan or the Independent Consultant Agreement.

53. Sponsorship & Placement.

Every Independent Consultant that Sponsors a new Consultant will have the ability to Place that individual under a different Consultant (Enroller) in their downline.

- a) They can be both Sponsor and Enroller, or they can choose to sponsor them and place them under someone else in their downline.
- b) There will be 2 separate genealogies; a Sponsor Tree and an Enroller Tree.
- c) Level 1-8 Overrides and Infinity Overrides will follow the Enroller Tree.
- d) In the case of Wellness Paks, the Sponsor will receive the Personal Sales Commission and the Enroller will receive the Level 1 Override.
- e) The one-time Builders Bonuses will be paid to the Sponsor.
- f) Leadership Level Promotions will be determined by the Enroller Tree.
- g) Zurvita Consultants will be able to track their downline Consultants in both their Sponsor Tree and their Enroller Tree in their Z-Center.
- h) A Sponsor has 60 days from the active date of the new Consultant to PLACE them under someone else.
- i) A new Consultant can only be PLACED once.