

# Vida Divina

## **POLICIES AND PROCEDURES v1.0**

### **1.0 INTRODUCTION**

#### **1.1 Mutual Commitment Statement**

Vida Divina LLC (“hereafter as “Vida Divina” and the “Company”) recognizes that in order to develop a long-term and mutually rewarding relationship with its business participants (“Affiliate(s)”) and Customers, Vida Divina and its Affiliates must acknowledge and respect the true nature of the relationship and support the Customers.

- A. In the spirit of mutual respect and understanding, Vida Divina is committed to:
  - I. Provide prompt, professional and courteous service and communications to all of its Affiliates and Customers;
  - II. Provide the highest level of quality products, at fair and reasonable prices;
  - III. Exchange or refund the purchase price of any product, service or membership as provided in our *Return Policy*;
  - IV. Deliver orders promptly and accurately;
  - V. Pay commissions accurately and on a timely basis;
  - VI. Expedite orders or checks if an error or unreasonable delay occurs;
  - VII. Roll out new products and programs with Affiliate input and planning;
  - VIII. Implement changes in the Compensation Plan or Policies and Procedures that affect the Affiliate with input from Affiliates;
  - IX. Support, protect and defend the integrity of the Vida Divina opportunity;
  - X. Offer Affiliates an opportunity to grow with Vida Divina with such growth guided by the principles of Servant Leadership.
- B. In return, Vida Divina expects that its Affiliates will:
  - I. Conduct themselves in a professional, honest, and considerate manner;
  - II. Present Vida Divina Corporate and product information in an accurate and professional manner;

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- III. Present the Compensation Plan and Return Policy in a complete and accurate manner;
- IV. Not make exaggerated income claims;
- V. Make reasonable effort(s) to support and train Affiliates and Customers in their downline;
- VI. Not engage in cross-line recruiting, unhealthy competition or unethical business practices;
- VII. Provide positive guidance and training to Customers and Affiliates in their downline while exercising caution to avoid interference with other downlines. As such, an Affiliate is discouraged from providing cross-line training to an Affiliate or Customer in a different organization without first obtaining consent of the Affiliate's or Customer's upline leader;
- VIII. Support, protect, and defend the integrity of the Vida Divina Business Opportunity;
- IX. Accurately complete and submit the Affiliate Agreement and any requested supporting documentation in a timely manner.

## **1.2 Vida Divina Policies and Compensation Plan Incorporated into the Affiliate Agreement**

- A. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Vida Divina Agreement, these Policies and Procedures, and the Vida Divina Compensation Plan.
- B. It is the responsibility of the Sponsoring Affiliate to provide the most current version of these Policies and Procedures (available on the Vida Divina website) and the Vida Divina Compensation Plan to each applicant prior to his, her and/or its execution of an Affiliate Agreement.

## **1.3 Purpose of Policies**

- A. Vida Divina is a direct sales company that markets products and services through a network of business participants. To clearly define the relationship that exists between Affiliates and Vida Divina, and to explicitly set a standard for acceptable business conduct, Vida Divina has established these Policies and Procedures.
- B. Vida Divina Affiliates are required to comply with: (i) all of the Terms and Conditions set forth in the Affiliate Agreement, which Vida Divina may amend from time to time in its sole discretion; (ii) all Federal, State, and/or local laws governing his, her and/or its Vida Divina business; and (iii) these Policies and Procedures.

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- C. Vida Divina Affiliates must review the information in these Policies and Procedures carefully. Should an Affiliate have any questions regarding a policy or rule, the Affiliate is encouraged to seek an answer from their Sponsor or any other upline Affiliate. If further clarification is needed the Affiliate may contact Vida Divina Customer Service.

## 1.4 Changes, Amendments, and Modifications

- A. Because Federal, State, and local laws, as well as the business environment, periodically change, Vida Divina reserves the right to amend the Agreement and the prices in its Vida Divina Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official Vida Divina Materials. ***This provision does NOT apply to the arbitration clause found in Section 13, which can only be modified via mutual consent.***
- B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
  - I. Posting on the official Vida Divina website;
  - II. Electronic mail (e-mail); or
  - III. In writing through the Vida Divina newsletters or other Vida Divina communication channels.

## 1.5 Delays

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

## 1.6 Effective Date

These Policies and Procedures shall become effective as of July 1, 2016 and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and Procedures”), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

## 2.0 BASIC PRINCIPLES

### 2.1 Becoming a Vida Divina Affiliate

- A. To become an Affiliate, an applicant must comply with the following requirements:
  - I. Be of the age of majority (not a minor) in his or her state of residence;

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- II. Reside or have a valid address in the United States or U.S. territory;
- III. Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number, ITIN, etc.);
- IV. Submit a properly completed and signed Affiliate Agreement to Vida Divina;
- V. Not be a Vida Divina employee, the Spouse of a Vida Divina employee or related to an employee of Vida Divina and living in the same household as such Vida Divina employee.

## **2.2 New Affiliate Registration**

- A. A potential new Affiliate may self-enroll on the Sponsor's website. In such event, instead of a physically signed Affiliate Agreement, Vida Divina will accept the Web-enrollment and Affiliate Agreement by accepting the "electronic signature" stating the new Affiliate has accepted the Terms and Conditions of such Affiliate Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Affiliate and Vida Divina.
- B. Vida Divina reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested the signed Affiliate Agreement must be received by Vida Divina within fourteen (14) days of enrollment.
- D. Signed documents, including, but not limited to, Affiliate personal agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the affiliate's position.

## **2.3 Rights Granted**

- A. Vida Divina hereby grants to the Affiliate a non-exclusive right, based upon the Terms and Conditions contained in the Affiliate Agreement and these Policies and Procedures, to:
  - I. Purchase Vida Divina products and services;
  - II. Promote and sell Vida Divina products and services; and
  - III. Sponsor new Affiliates and Customers in the United States and in countries where Vida Divina may become established after the effective date of these Policies and Procedures.

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## **2.4 Identification Numbers**

- A. Each Affiliate is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to Vida Divina on the Affiliate Agreement. Vida Divina reserves the right to withhold commission payments from any Affiliate who fails to provide such information or who provides false information.
- B. Upon enrollment, Vida Divina will provide a Vida Divina Identification Number to the Affiliate. This number will be used to place orders, structure organizations, and track commissions and bonuses.

## **2.5 Renewals and Expiration of the Affiliate Agreement**

- A. If the affiliate allows his or her Affiliate Agreement to expire due to nonpayment, the Affiliate will lose any and all rights to his, her or its downline organization unless the Affiliate re-activates within sixty (60) days following the expiration of the Agreement.
- B. If the former Affiliate re-activates within the sixty-day time limit, the Affiliate will resume the rank and position held immediately prior to the expiration of the Affiliate Agreement. However, such Affiliate's paid as level will not be restored unless he, she and/or an entity qualifies at that payout level in the new month. The Affiliate is not eligible to receive commissions for the time period that the Affiliate's position was expired.
- C. Any Affiliate who was terminated or whose Agreement has expired and lapsed the sixty-day grace period is not eligible to re-apply for a Vida Divina business for twelve (12) months following the expiration of the Affiliate Agreement.
- D. The downline of the expired Affiliate will roll up to the immediate, active upline Sponsor.

## **2.6 Business Entities**

- A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be a Vida Divina Affiliate. This Affiliate business and position will remain *temporary* until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. Vida Divina must receive these documents within fourteen (14) days from the date the Affiliate Agreement was signed.
- B. A Vida Divina Affiliate may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

## **2.7 Independent Business Relationship; Indemnification for Actions**

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- A. The Vida Divina Affiliate is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Affiliate's success depends on his or her independent efforts.
- B. The Agreement between Vida Divina and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between Vida Divina and the Affiliate.
- C. A Vida Divina Affiliate shall not be treated as an employee of Vida Divina for any purposes, including, without limitation, for Federal, State, or local tax purposes. All Affiliates are responsible for paying local, State, and Federal taxes due from all compensation earned as an Affiliate of Vida Divina. Any other compensation received by Affiliates from Vida Divina will be governed by applicable U.S. laws (or the tax laws of any other applicable jurisdiction). The Affiliate has no express or implied authority to bind Vida Divina to any obligation or to make any commitments by or on behalf of Vida Divina. Each Affiliate, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the Terms of the Affiliate Agreement, these Policies and Procedures and applicable State, Federal and local laws.
- D. The Vida Divina Affiliate is fully responsible for all of his or her verbal and written communications made regarding Vida Divina products, services, and the Compensation Plan that are not expressly contained within official Vida Divina materials. Affiliates shall indemnify and hold harmless Vida Divina, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Vida Divina as a result of the Affiliate's unauthorized representations or actions. This Provision shall survive the termination of the Vida Divina Affiliate Agreement.

## **2.8 Insurance**

- A. **Business Pursuits Coverage.** Vida Divina encourages Affiliates to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business related injuries, or the theft of, or damage to, inventory or business equipment. Vida Divina Affiliates need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

## **2.9 Errors or Questions**

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

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## **3.0 VIDA DIVINA'S AFFILIATE RESPONSIBILITIES**

### **3.1 Correct Addresses**

- A. It is the responsibility of the Affiliate or Customer to make sure Vida Divina has the correct shipping address before any orders are shipped.
- B. An Affiliate or Customer will need to allow up to thirty (30) days for processing after the notice of address change has been received by Vida Divina.
- C. An Affiliate or Customer may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

### **3.2 Training and Leadership**

- A. Any Vida Divina Affiliate who Sponsors another Affiliate into Vida Divina must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her Vida Divina business. Sponsoring Affiliates should have ongoing contact and communication with the Affiliates in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voice-mail, e-mail, personal meetings, accompaniment of downline Affiliates to Vida Divina meetings, training sessions and any other related functions.
- B. A Sponsoring Vida Divina Affiliate should monitor the Affiliates in his or her downline organizations to ensure that downline Affiliates do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Affiliate should be able to provide documented evidence to Vida Divina of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- C. Upline Affiliates are encouraged to motivate and train new Affiliates about Vida Divina's products and services, effective sales techniques, the Vida Divina Compensation Plan and compliance with company Policies and Procedures.
- D. Marketing product is a required activity in Vida Divina and must be emphasized in all recruiting presentations.
- E. We emphasize and encourage all Affiliates to sell Vida Divina's products and services to Customers.
- F. Use of Sales Aids. To promote both the products and the opportunity Vida Divina offers, Affiliates must use the sales aids and support materials produced by Vida Divina. If Vida Divina Affiliates develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Affiliates' good intentions, they may unintentionally violate any number of statutes or regulations affecting the Vida Divina business. These violations, although they may be relatively few in number, could jeopardize the Vida Divina

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opportunity for all Affiliates. Accordingly, Affiliates must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the Affiliate receives specific written approval to use the material, the request shall be deemed denied. All Affiliates shall safeguard and promote the good reputation of Vida Divina and its products. The marketing and promotion of Vida Divina, the Vida Divina opportunity, the Compensation Plan, and Vida Divina products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

### **3.3 Constructive Criticism; Ethics**

- A. Vida Divina desires to provide its independent Affiliates with the best products and services and Compensation Plan in the industry. Accordingly, Vida Divina values constructive criticism and encourages the submission of written comments addressed to Vida Divina Compliance Department.
- B. Negative and disparaging comments about Vida Divina, its products or Compensation Plan, by Affiliates made to Vida Divina, in the field or at Vida Divina meetings or events, or disruptive behavior at Vida Divina meetings or events, serve no purpose other than to dampen the enthusiasm of other Vida Divina Affiliates. Vida Divina Affiliates must not belittle Vida Divina, other Vida Divina Affiliates, Vida Divina products or services, the Compensation Plan, or Vida Divina directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Vida Divina.
- C. **Vida Divina endorses the following code of ethics:**
  - I. A Vida Divina Affiliate must show fairness, tolerance, and respect to all people associated with Vida Divina, regardless of race, gender, social class or religion, thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.
  - II. An Affiliate shall strive to resolve business issues, including situations with upline and downline Affiliates, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
  - III. Vida Divina Affiliates must be honest, responsible, professional and conduct themselves with integrity.
  - IV. Vida Divina Affiliates shall not make disparaging statements about Vida Divina, other Affiliates, Vida Divina employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.



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- D. Vida Divina may take appropriate action against an Affiliate if it determines, in its sole discretion, that an Affiliate's conduct is detrimental, disruptive, or injurious to Vida Divina or to other Affiliates.

## **3.4 Reporting Policy Violation**

- A. An Affiliate who observes a policy violation by another Affiliate should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the Vida Divina Corporate office. The letter shall set forth the details of the incident as follows:
  - I. The nature of the violation;
  - II. Specific facts to support the allegations;
  - III. Dates;
  - IV. Number of occurrences;
  - V. Persons involved; and
  - VI. Supporting documentation
- B. Once the matter has been presented to Vida Divina, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.
- C. This section refers to the general reporting of Policy violations as observed by other Affiliates for the mutual effort to support, protect, and defend the integrity of the Vida Divina business and opportunity. If an Affiliate has a grievance or complaint against another Affiliate which directly relates to his or her Vida Divina business, the Procedures set forth in these Policies must be followed.

## **3.5 Sponsorship**

- A. The Sponsor is the person who introduces an Affiliate or Customer to Vida Divina, helps them complete their enrollment, and supports and trains those in their downline.
- B. Vida Divina recognizes the Sponsor as the name(s) shown on the first:
  - I. Physically signed Vida Divina Affiliate Agreement on file; or
  - II. Electronically signed Affiliate Agreement from a website or a Vida Divina Affiliates website.

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- C. An Affiliate Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Vida Divina.
- D. Vida Divina recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Vida Divina will not allow Affiliates to engage in unethical sponsoring activities.
- E. All active Affiliates in good standing have the right to Sponsor and enroll others into Vida Divina. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Affiliate will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Affiliate who presented a comprehensive introduction to Vida Divina products or business opportunity.
- F. A *Protected Prospect* is a guest of any Vida Divina Affiliate or Customer who attended a Vida Divina event or conference call. For sixty (60) days following the event, a Protected Prospect cannot be solicited or sponsored by any other Vida Divina Affiliate who attended the same event. A Vida Divina event can be defined as the following:
  - I. Any Vida Divina training session;
  - II. Conference call;
  - III. Fly-in meeting; or
  - IV. Presentation, including but not limited to a Vida Divina at home presentation, whether sponsored by Vida Divina, an Affiliate, a Customer, or an agent or agency designated by Vida Divina.

### **3.6 Cross Sponsoring Prohibition**

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Affiliate Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Vida Divina, sanctions up to and including termination of an Affiliate’s position may be imposed.
- B. The use of a Spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this Policy is not permitted.
- C. This Policy does not prohibit the transfer of a Vida Divina business in accordance with Vida Divina Sale or Transfer Policy set forth in these Policies.

### **3.7 Adherence to the Vida Divina Compensation Plan**

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

### **3.8 Adherence to Laws and Ordinances**

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Affiliates because of the nature of the business. However, Affiliates must check their local laws and obey the laws that do apply to them.
- B. A Vida Divina Affiliate shall comply with all Federal, State, and local laws and regulations in their conduct of his or her Vida Divina business.

### **3.9 Compliance with Applicable Income Tax Laws**

- A. Vida Divina will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US Affiliate whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Vida Divina products for resale, or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Affiliate, and a minimum charge of \$20 may be assessed by Vida Divina.
- B. An Affiliate accepts sole responsibility for and agrees to pay all Federal, State, and local taxes on any income generated as an independent Affiliate, and further agrees to indemnify Vida Divina from any failure to pay such tax amounts when due.
- C. If an Affiliate's business is tax exempt, the Federal Tax Identification number must be provided to Vida Divina in writing.
- D. Vida Divina encourages all Affiliates to consult with a tax advisor for additional information for their business.

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## **3.10 One Vida Divina Business Per Affiliate**

- A. An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Vida Divina business. No individual may have, operate or receive compensation from more than one Vida Divina businesses. Individuals of the same family unit may each enter into or have an interest in their own separate Vida Divina businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as Spouses and dependent children living at or doing business at the same address. In the event that an Affiliate cannot provide evidence of appropriate Affiliate documentation, Vida Divina has the right to investigate whether an Affiliate complies with this Section and instigate disciplinary measures including, but not limited to, immediate suspension and/or termination if necessary.

## **3.11 Actions of Household Members or Affiliated Parties**

If any member of an Affiliate’s immediate household engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and Vida Divina may take disciplinary action pursuant to these Policies and Procedures against the Affiliate. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Vida Divina may take disciplinary action against the Business Entity. Likewise, if an Affiliate enrolls in Vida Divina as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the Terms and Conditions of the Agreement.

## **3.12 Solicitation for Other Companies or Products**

- A. A Vida Divina Affiliate may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the Term of this Agreement and for one (1) year thereafter, a Vida Divina Affiliate may not recruit any Vida Divina Affiliate or Customer for any other direct sales or network marketing business, unless that Affiliate or Customer was personally sponsored by such Affiliate.
- B. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Affiliate or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Affiliate’s actions are in response to an inquiry made by another Affiliate or Customer.
- C. During the term of this Agreement and for a period of six (6) months thereafter, any Vida Divina Affiliate must not sell, or entice others to sell, any competing products or services, including training materials, to Vida Divina Customers or Affiliates. Any product or service in the same category as a Vida Divina product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality. This provision does

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not apply where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons).

- D. However, an Affiliate may sell non-competing products or services to Vida Divina Customers and Affiliates that they personally sponsored.
- E. An Affiliate may not display or bundle Vida Divina products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Affiliate into believing there is a relationship between the Vida Divina and non-Vida Divina products and services.
- F. A Vida Divina Affiliate may not offer any non-Vida Divina opportunity, products or services at any Vida Divina related meeting, seminar or convention, or immediately following a Vida Divina event.
- G. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Vida Divina and its Affiliates and would inflict irreparable harm on Vida Divina. In such event, Vida Divina may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Affiliate or such Affiliate's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

### **3.13 Presentation of the Vida Divina Opportunity**

- A. In presenting the Vida Divina opportunity to potential Customers and Affiliates, an Affiliate is required to comply with the following provisions:
  - I. An Affiliate shall not misquote or omit any significant material fact about the Compensation Plan.
  - II. An Affiliate shall make it clear that the Compensation Plan is based upon sales of Vida Divina products and services and upon the sponsoring of other Affiliates.
  - III. An Affiliate shall make it clear that success can be achieved only through substantial independent efforts.
  - IV. A Vida Divina Affiliate shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Vida Divina opportunity or Compensation Plan to prospective Affiliates or Customers.
  - V. An Affiliate may not make any claims regarding products or services of any products offered by Vida Divina, except those contained in official Vida Divina literature.

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- VI. An Affiliate may not use official Vida Divina material to promote the Vida Divina business opportunity in any country where Vida Divina has not established a “presence.”
- VII. In an effort to conduct best business practices, Vida Divina has developed the Income Disclosure Statement (“IDS”). The Vida Divina IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Vida Divina Affiliates earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Affiliates.

A copy of the IDS must be presented to a prospective Affiliate anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) include; (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one Affiliate earned over a million dollars last year” or “Our average ranking Affiliate makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher ranking Affiliates is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

## 3.14 Sales Requirements Are Governed by the Compensation Plan

- A. Vida Divina Affiliates may purchase Vida Divina products and then re-sell them at any price they choose unless otherwise specified by Vida Divina or by any/its product suppliers on a per product basis. Vida Divina will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Vida Divina business.
- B. The Vida Divina program is built on sales to the ultimate consumer. Vida Divina encourages its Affiliates to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Affiliates must never attempt to influence any other affiliate to buy more products than they can reasonably use or sell to retail Customers in a month.
- C. Each Vida Divina Affiliate commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such if demanded by the Company or by any regulatory agency. ***Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited.*** Vida Divina retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

## 4.0 ORDERING

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## 4.1 General Order Policies

- A. “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as an Affiliate or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Affiliates or Customers (“phantoms”); (d) purchasing Vida Divina products or services on behalf of another Affiliate or Customer, or under another Affiliate’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or (f) any other 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.

An Affiliate shall not use another Affiliate’s or Customer’s credit card or debit checking account to enroll in Vida Divina or purchase products or services without the account holder’s *written permission*. Such documentation must be kept by the Affiliate indefinitely in case Vida Divina needs to reference this.

- B. Regarding an order with an invalid or incorrect payment, Vida Divina will attempt to contact the Affiliate by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after ten (10) business days, the order will be canceled.
- C. If an Affiliate wants to move an order to another Affiliate’s position, he or she must have prior authorization, of all parties involved. Vida Divina will charge the Affiliate a \$20 fee for processing.
- D. Prices are subject to change without notice.
- E. An affiliate or Customer who is a recipient of a damaged or incorrect order must notify Vida Divina within thirty (30) calendar days from receipt of the order and follow the Procedures as set forth in these Policies.

## 4.2 Insufficient Funds

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the Affiliate or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to Vida Divina by an Affiliate or Customer of the Affiliate from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by Vida Divina from an Affiliate’s future bonus and commission checks.

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- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the affiliate, constitute grounds for disciplinary sanctions.
- D. If a credit card order or automatic debit is declined the first time, the Customer or Affiliate will be contacted for an alternate form of payment. If payment is declined a second time, the Customer or Affiliate may be deemed ineligible to purchase Vida Divina products or services or participate in the monthly auto ship.

## **4.3 Sales Tax Obligation**

- A. The Affiliate shall comply with all state and local taxes and regulations governing the sale of Vida Divina products and services.
- B. Vida Divina will collect and remit sales tax on Affiliate orders unless an Affiliate furnishes Vida Divina with the appropriate Resale Tax Certificate form. When orders are placed with Vida Divina, sales tax is prepaid based upon the suggested retail price. Vida Divina will remit the sales tax to the appropriate state and local jurisdictions. The Affiliate may recover the sales tax when he or she makes a sale. Vida Divina Affiliates are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. Vida Divina encourages each Affiliate to consult with a tax advisor for additional information for his or her business.

## **5.0 PAYMENT OF COMMISSIONS & BONUSES**

### **5.1 Bonus and Commission Qualifications**

- A. An Affiliate must be active and in compliance with Vida Divina Policies and Procedures to qualify for bonuses and commissions. So long as an Affiliate complies with the Terms of the Agreement, Vida Divina shall pay commissions to such Affiliate in accordance with the Compensation Plan.
- B. Vida Divina will not issue a payment to an Affiliate without the receipt of a completed and signed Vida Divina Affiliate Agreement or Electronic Authorization.
- C. Vida Divina reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.

### **5.2 Computation of Commissions and Discrepancies**

- A. In order to qualify to receive commissions and bonuses, an Affiliate must be in good standing and comply with the Terms of the Agreement and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.



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- B. A Vida Divina Affiliate must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty-day “grace period” no additional requests will be considered for commission recalculations.
- C. For additional information on payment of commissions, please review the Compensation Plan.

## **5.3 Adjustments to Bonuses and Commissions for Returned Products or Affiliate Memberships.**

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

## **6.0 SATISFACTION GUARANTEED AND RETURN OF SALES AIDS**

Vida Divina offers a one hundred percent (100%) ninety-day money back guarantee for all Customers. If a Customer purchased a product or service and is not satisfied with the product or service, the Customer may request a refund from their Affiliate. If you are not 100% satisfied with our products, you may return the items for a refund if neither you nor we have terminated the Agreement and the products or services were purchased within twelve (12) months and remain in resalable condition. The refund shall be ninety percent (90%) of the purchase price. Shipping and handling charges incurred will not be refunded.

Upon cancellation of the Agreement, the Affiliate may return all generic sales aids purchased within one (1) year from the date of cancellation for a refund if he or she is unable to sell or use the merchandise. An Affiliate may only return sales aids he or she personally purchased from the Company under his or her Affiliate Identification Number, and which are in Resalable condition. Any custom orders of printed sales aids (i.e. business cards, brochures, etc.) where on the Affiliate’s contact information is imbedded or hard printed, or has been added by the Affiliate, are not able to be returned in resalable condition thus are nonrefundable. Upon Vida Divina’s receipt of the products and sales aids, the Affiliate will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same credit card account. The Company shall deduct from the reimbursement paid to the Affiliate

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any commissions, bonuses, rebates or other incentives received by the Affiliate which were associated with the merchandise that is returned.

## **6.1 Return Process**

- A. All returns, whether by a Customer, or Affiliate, must be made as follows:
  - I. Obtain Return Merchandise Authorization (“RMA”) from Vida Divina;
  - II. Ship items to the address provided by Vida Divina Customer service when you are given your RMA.
  - III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
  - IV. Ship back product in manufacturer’s box exactly as it was delivered.
- B. All returns must be shipped to Vida Divina pre-paid, as Vida Divina does not accept shipping collect packages. Vida Divina recommends shipping returned product by UPS or FedEx with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Customer or Affiliate. If returned product is not received at Vida Divina Distribution Center, it is the responsibility of the Customer or Affiliate to trace the shipment and no credit will be applied.
- C. The return of \$500 or more of products accompanied by a request for a refund within a calendar year, by an Affiliate, may constitute grounds for involuntary termination.

## **6.2 Chargebacks**

- A. In the event of a chargeback, the Sponsor of the person requesting such chargeback agrees to the assessment of a \$50 fee per each individual request.

## **7.0 PRIVACY POLICY**

### **7.1 Introduction**

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

### **7.2 Expectation of Privacy**

- A. Vida Divina recognizes and respects the importance its Customers and Affiliates place on the privacy of their financial and personal information. Vida Divina will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers’, and Affiliates’ financial and account information and nonpublic personal information.

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- B. By entering into the affiliate Agreement, an Affiliate authorizes Vida Divina to disclose his or her name and contact information to upline Affiliates solely for activities related to the furtherance of the Vida Divina business. An Affiliate hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the Vida Divina business.

## **7.3 Employee Access to Information**

Vida Divina limits the number of employees who have access to Customer's and Affiliates' nonpublic personal information.

## **7.4 Restrictions on the Disclosure of Account Information**

- A. Vida Divina will not share non-public personal information or financial information about current or former Customers or Affiliates with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Affiliates' interests or to enforce its rights or obligations under these Policies and Procedures, or Affiliate's Agreement or with written permission from the accountholder on file.

## **8.0 PROPRIETARY INFORMATION AND TRADE SECRETS**

### **8.1 Business Reports, Lists, and Proprietary Information**

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

### **8.2 Obligation of Confidentiality**

- A. During the Term of the Vida Divina Affiliate Agreement and for a period of five (5) years after the termination or expiration of the Affiliate Agreement between the Affiliate and Vida Divina, the Affiliate shall not:
  - I. Use the information in the Reports to compete with Vida Divina or for any purpose other than promoting his or her Vida Divina business;
  - II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

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## 8.3 Breach and Remedies

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

## 8.4 Return of Materials

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

## 9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF VIDA DIVINA AND TRADEMARKS

### 9.1 Labeling, Packaging, and Displaying Products

- A. A Vida Divina Affiliate may not re-label, re-package, refill, or alter labels of any Vida Divina product, or service, information, materials or program(s) in any way. Vida Divina products and services must only be sold in their original containers from Vida Divina. Such re-labeling or re-packaging violates Federal and State laws, which may result in criminal or civil penalties or liability.
- B. A Vida Divina Affiliate shall not cause any Vida Divina product or service or any Vida Divina trade name to be sold or displayed in retail establishments except:
  - I. Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons);
  - II. Where the retail establishment is owned or managed by the Affiliate and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- C. Vida Divina will permit Affiliates to solicit and make Commercial Sales upon *prior written approval* from Vida Divina. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of:
  - I. Vida Divina products that equal or exceed \$5,000 in a single order;
  - II. Products sold to a third party who intends to resell the products to an end consumer.

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- D. An Affiliate may sell Vida Divina products and services and display the Vida Divina trade name at any appropriate display booth (such as trade shows) upon *prior written approval* from Vida Divina.
- E. Vida Divina reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Vida Divina opportunity.

## 9.2 Use of Vida Divina and Protected Materials

- A. A Vida Divina Affiliate must safeguard and promote the good reputation of Vida Divina and the products and services it markets. The marketing and promotion of Vida Divina, the Vida Divina opportunity, the Compensation Plan, and Vida Divina products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. All promotional materials supplied or created by Vida Divina must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Vida Divina Compliance Department.
- C. The name of Vida Divina, each of its product and service names and other names that have been adopted by Vida Divina in connection with its business are proprietary trade names, trademarks and service marks of Vida Divina. As such, these marks are of great value to Vida Divina and are supplied to Affiliates for their use only in an expressly authorized manner.
- D. A Vida Divina Affiliate's use of the name "Vida Divina" is restricted to protect Vida Divina proprietary rights, ensuring that the Vida Divina protected names will not be lost or compromised by unauthorized use. Use of the Vida Divina name on any item not produced by Vida Divina is prohibited except as follows:
  - I. [Affiliate's name] Independent Vida Divina Affiliate
  - II. [Affiliate's name] Independent Affiliate of Vida Divina products and services.
- E. Further procedures relating to the use of the Vida Divina name are as follows:
  - I. All stationary (i.e. letterhead, envelopes, and business cards) bearing the Vida Divina name or logo intended for use by the Affiliate must be approved in writing by the Vida Divina Compliance Department.
  - II. Vida Divina Affiliates may list "Independent Vida Divina Affiliate or Affiliate" in the white pages of the telephone directory under his or her own name.
  - III. Vida Divina Affiliates may not use the name Vida Divina or Vida Divina in answering his or her telephone, creating a voice message or using an answering service, such as to

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give the impression to the caller that they have reached the corporate office. They may state, "Independent Vida Divina Affiliate."

- F. Certain photos and graphic images used by Vida Divina in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Affiliates. If an Affiliate wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. A Vida Divina Affiliate shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Vida Divina or its programs, products or services without prior written permission from the Vida Divina Compliance Department.
- H. An Affiliate may not produce for sale or distribution any Company event or speech, nor may an Affiliate reproduce Vida Divina audio or video clips for sale or for personal use without prior written permission from the Vida Divina Compliance Department.
- I. Vida Divina reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the market place of such materials without financial obligation to the affected Affiliate.
- J. An Affiliate shall not promote non-Vida Divina products or services in conjunction with Vida Divina products or services on the same websites or same advertisement without prior approval from Vida Divina Compliance.
- K. Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Vida Divina may not be made except those contained in official Vida Divina literature. In particular, **no Affiliate may make any claim that Vida Divina products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases.** Such statements can be perceived as medical or drug claims. Not only do such claims violate Vida Divina policies, but also they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

## 9.3 E-mail - Limitations

- A. Except as provided in this section, an Affiliate may not use or transmit unsolicited email, mass email distribution, or "spamming" that advertises or promotes the operation of his or her Vida Divina business. The exceptions are:
  - I. E-mailing any person who has given prior permission or invitation;
  - II. E-mailing any person with whom the Affiliate has established a prior business or personal relationship.
- B. In all States, Provinces or Territories where prohibited by law, an Affiliate may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other

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device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.

- C. All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
- I. A clear and obvious identification that the e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
  - II. A clear return path or routing information;
  - III. The use of legal and proper domain name;
  - IV. A clear and obvious notice of the opportunity to decline to receive further commercial e-mail messages from the sender;
  - V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
  - VI. The true and correct name of the sender, valid e-mail address, and a valid sender physical address;
  - VII. The date and time of the transmission;
  - VIII. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a Vida Divina Affiliate shall not transmit any further documents to that recipient.
- D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
- I. Use of any third party domain name without permission;
  - II. Sexually explicit materials.

### **9.4 Internet and Third-Party Website Restrictions**

- A. An Affiliate may not use or attempt to register any of Vida Divina's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.

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- B. A Vida Divina Affiliate may not sell Vida Divina products, services or offer the Business Opportunity using “online auctions,” such as eBay®.
- C. All Affiliates may have one (1) Approved third-party website. A third-party website is a Vida Divina-approved personal website that is hosted on non-Vida Divina servers and has no Affiliation with Vida Divina. Any Affiliate who wishes to develop their own third-party website must submit a properly completed third-party website Application and Agreement along with the proper Website registration fee and receive Vida Divina’s prior written approval before going live with their third-party website. Third-party websites may be used to promote your business and Vida Divina’s products so long as the third-party website adheres to Vida Divina’s advertising policies. Moreover, no orders may be placed through third-party websites, and no enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following:
  - a. Identify yourself as an affiliate for Vida Divina;
  - b. Use only the approved images and wording authorized by Vida Divina;
  - c. Adhere to the branding, trademark, and image usage policies described in this document.
  - d. Adhere to any other provision regarding the use of a third-party website described in this document;
  - e. Agree to give the Compliance Department at Vida Divina access to the third-party website and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access.
  - f. Agree to modify your website to comply with current or future Vida Divina policies.
- D. All marketing materials used on an Affiliate’s third-party website must be provided by Vida Divina or approved in writing by Vida Divina.
- E. To avoid confusion, the following three elements must also be prominently displayed at the top of every page of your third-party website:
  - 1. The Vida Divina Affiliate Logo
  - 2. Your Name and Title
  - 3. Vida Divina Corporate Website Redirect Button
- F. An Affiliate may not use third-party sites that contain materials copied from corporate sources (such as Vida Divina brochures, CDs, videos, tapes, events, presentations, and corporate websites). This Policy ensures brand consistency, allows Customers and Affiliates to stay up-to-date with changing products, services and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.
- G. A Vida Divina Affiliate who currently qualifies at the rank of **Diamond** may apply to the Compliance Department for an exception to the third-party website policy. To qualify for an exception, the website must serve a unique market that the Vida Divina corporate site does not currently serve or intend to serve.



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- H. Vida Divina products may be displayed with other products or services on an Affiliate's third-party website so long as the other products and services are consistent with Vida Divina values and are not marketed or sold by a competing network-marketing company.
- I. If the independent Vida Divina business of an Affiliate who has received authorization to create and post a third-party website is voluntarily or involuntarily canceled for any reason, or if Vida Divina revokes its authorization allowing the Affiliate to maintain a third-party website, the Affiliate shall assign the URL to his/her third-party website to the Vida Divina within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by the Vida Divina. Vida Divina reserves the right to revoke any Affiliate's right to use a third-party website at any time if Vida Divina believes that such revocation is in the best interest of Vida Divina, its Affiliates, and Customers. Decisions and corrective actions in this area are at Vida Divina's sole discretion.
- J. Social Media sites may not be used to sell or offer to sell Vida Divina products or services. **PROFILES AN AFFILIATE GENERATES IN ANY SOCIAL COMMUNITY WHERE VIDA DIVINA IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE AFFILIATE AS A VIDA DIVINA AFFILIATE**, and when an Affiliate participates in those communities, Affiliates must avoid in appropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is in appropriate is at Vida Divina's sole discretion, and offending affiliates will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Vida Divina approved library. If a link is provided, it must link to the posting affiliate's Replicated website or an approved third-party website.
- K. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending affiliates will be subject to disciplinary action.
- L. Affiliates may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Affiliates create or leave must be useful, unique, relevant and specific to the blog's article.
- M. Affiliates must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent Affiliate for Vida Divina. Anonymous postings or use of an alias is prohibited.
- N. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Vida Divina income opportunity, Vida Divina's products and services, and/or your biographical information and credentials.
- O. Affiliates are personally responsible for their postings and all other online activity that relates to Vida Divina. Therefore, even if an Affiliate does not own or operate a blog or Social Media site, if an Affiliate posts to any such site that relates to Vida Divina or which can be traced to Vida Divina, the Affiliate is responsible for the posting. Affiliates are also responsible for

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postings which occur on any blog or Social Media site that the Affiliate owns, operates, or controls.

- P. As a Vida Divina Affiliate, it is important to not converse with any person who places a negative post against you, other Affiliates, or Vida Divina. Report negative posts to Vida Divina at [info@vidadivina.com](mailto:info@vidadivina.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Vida Divina, and therefore damages the reputation and goodwill of Vida Divina.
- Q. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Vida Divina therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Affiliates using, or who wish to use, such sites adhere to the Vida Divina's policies relating to third-party websites.
- R. If your Vida Divina business is cancelled for any reason, you must discontinue using the Vida Divina name, and all of Vida Divina's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent Vida Divina Affiliate, you must conspicuously disclose that you are no longer an independent Vida Divina Affiliate.
- S. Failure to comply with these Policies for conducting business online may result in the Affiliate losing their right to advertise and market Vida Divina products, services and Vida Divina's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

## **9.5 Advertising and Promotional Materials**

- A. You may not advertise any Vida Divina products or services at a price LESS than the highest company published, established retail price of ONE offering of the Vida Divina product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Vida Divina Compliance Department.
- D. All requests for approvals with respect to advertising must be directed in writing to the Vida Divina Compliance Department.

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- E. Vida Divina approval is not required to place blind ads that do not mention Vida Divina, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
- F. An Affiliate who is currently paid at the **Diamond** rank may create his or her own ads or promotional materials including the development of commercials, infomercials and additional third-party websites. However, all such materials, and any subsequent changes thereto shall be submitted to the Vida Divina Compliance Department for approval.
  - I. **Diamonds** are encouraged to work with the Compliance Department prior to the production of commercials, infomercials, or websites.
- G. Vida Divina reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the marketplace without obligation to the affected affiliate.

## 9.6 Testimonial Permission

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

## 9.7 Telemarketing - Limitations

- A. A Vida Divina Affiliate must not engage in telemarketing in relation to the operation of the Affiliate's Vida Divina business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Vida Divina products or services, or to recruit them for the Vida Divina opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both Federal agencies, as well as a number of States have "do not call" regulations as part of their telemarketing laws.
- C. While an Affiliate may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do

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Not Call” registry could cause the Affiliate to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).

D. “Cold calls” or “state-to-state calls” made to prospective Customers or Affiliates that promote either Vida Divina products, services or the Vida Divina opportunity is considered telemarketing and is prohibited.

E. Exceptions to Telemarketing Regulations

A Vida Divina Affiliate may place telephone calls to prospective Customers, or Affiliates under the following limited situations:

- I. If the Affiliate has an established business relationship with the prospect;
- II. In response to the prospect’s personal inquiry or application regarding a product or service offered by the Vida Divina Affiliate, within three (3) months immediately before the date of such a call;
- III. If the Affiliate receives written and signed permission from the prospect authorizing the affiliate to call;
- IV. If the call is to family members, personal friends, and acquaintances. However, if an Affiliate makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
- V. Vida Divina Affiliates engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.

F. An Affiliate shall not use automatic telephone dialing systems in the operation of his or her Vida Divina businesses.

G. Failure to abide by Vida Divina policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Affiliate’s position, up to and including termination of the position.

H. By signing the Affiliate Agreement, or by accepting commission checks, other payments or awards from Vida Divina, an Affiliate gives permission to Vida Divina and other Affiliates to contact them as permitted under the Federal Do Not Call regulations.

I. In the event an Affiliate violates this section, Vida Divina reserves the right to institute legal proceedings to obtain monetary or equitable relief.

## **10.0 INTERNATIONAL MARKETING**

### **10.1 International Marketing Policy**

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- A. A Vida Divina affiliate is authorized to sell Vida Divina products and services, to Customers and Affiliates only in the countries in which Vida Divina is authorized to conduct business, according to the Policies and Procedures of each country. Vida Divina Affiliates may not sell products or services in any country where Vida Divina products and services have not received applicable government authorization or approval.
- B. An Affiliate may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Affiliates, nor conduct any other activity for the purpose of selling Vida Divina products and services, establishing a sales organization, or promoting the Vida Divina business opportunity.

## **11.0 CHANGES TO AN AFFILIATE BUSINESS**

### **11.1 Modification of the Affiliate Agreement**

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

### **11.2 Change Sponsor or Placement for Active Affiliates**

- A. Maintaining the integrity of the organizational structure is mandatory for the success of Vida Divina and our independent Affiliates. As such, under exceptional circumstances at the discretion of the Company, a request to change placement may only be made within the first two (2) days of initial enrollment as an Affiliate. Furthermore, such changes may only occur within the same organization.
- B. After the request and receipt of Company approval, Sponsors may only make “Placement changes” from one Affiliate to another for personally Sponsored (frontline) Affiliates within the first two (2) days of enrollment.
- C. After the request and receipt of Company approval, new affiliates or their original Sponsor may request a change of Sponsor or Placement within the first two (2) days of enrollment for the purpose of structuring an organization. The new Affiliate Agreement must be received within the calendar month for commission calculations to be effective with the requested change.
- D. To change or correct the Sponsor, an Affiliate must comply with following procedures:
  - I. Submit a Sponsor Placement Transfer Form;

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- II. Submit a Vida Divina Affiliate Agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;
  - III. The Affiliate Agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first Agreement.
- E. Upon approval, the Affiliate’s downline, if any, will transfer with the Affiliate.
  - F. If one transfer has already been made, a \$20 fee will be assessed for the second and for each transfer thereafter.
  - G. After the first two (2) days from initial enrollment, Vida Divina will honor the Sponsor/Placement as shown:
    - I. On the most recently signed Affiliate Agreement on file; or
    - II. Self-enrolled on the website (i.e., electronically signed Web Agreement).
  - H. Vida Divina retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

### **11.3 Change Sponsor or Placement for Inactive Affiliates**

- A. At the discretion of Vida Divina, affiliates who did not participate in an auto ship or have not ordered products or services for at least 12 months, and who have not tendered a letter of resignation, are eligible to re-enroll in Vida Divina under the Sponsor/Placement of their choice.
- B. Upon written notice to Vida Divina that a former Affiliate wishes to re-enroll, Vida Divina will “compress” (close) the original account. A new Vida Divina ID number will then be issued to the former Affiliate.
- C. Such Affiliate does not retain former rank, downline, or rights to commission checks from his or her former organizations.
- D. Vida Divina reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

### **11.4 Change Organizations**

- A. If a Vida Divina Affiliate wishes to transfer organizations, he or she must submit a letter of resignation to the Vida Divina Customer Service Department and remain inactive (place no orders, or be on an auto ship) with or in Vida Divina for six (6) months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.

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- B. Vida Divina retains the right to approve or deny any request to re-enroll after an Affiliate's resignation.
- C. If re-enrollment is approved, the former Affiliate will be issued a new Vida Divina ID number and will be required to submit a new Affiliate Agreement. The Affiliate will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.
- D. Transfers may not be done outside of the original organization.

### 11.5 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Affiliate from another Affiliate or influencing another Affiliate to transfer to a different sponsor.
- D. Allegations of unethical sponsoring must be reported in writing to the Vida Divina Compliance Department within the first ninety (90) days of enrollment. If the reports are substantiated, Vida Divina may transfer the Affiliate or the Affiliate's downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement Affiliates. Vida Divina remains the final authority in such cases.
- E. Vida Divina prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the Vida Divina compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Affiliate in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals and/or entities found to be directly involved.
- F. Should Affiliates engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Vida Divina products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Affiliate alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, Vida Divina will not pay any of Affiliate's defense costs or legal fees, nor will Vida Divina indemnify the Affiliate for any judgment, award, or settlement.

### 11.6 Sell, Assign or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Vida Divina to place restrictions on the transfer, assignment, or sale of a position.
- B. A Vida Divina Affiliate may not sell or assign his or her rights or delegate his or her position as an Affiliate without *prior written approval* by Vida Divina, which approval will not be

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unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Vida Divina.

- C. Should the sale be approved by Vida Divina, the Buyer assumes the position of the Seller at the current qualified title, but at the current “paid as” rank, at the time of the sale and acquires the Seller’s Downline.
- D. To request corporate authorization for a sale or transfer of a Vida Divina position, the following items must be submitted to the Vida Divina Compliance Department:
  - I. A Sale/Transfer of position Form properly completed, with the requisite signatures.
  - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
  - III. A Vida Divina Affiliate Agreement completed and signed by the Buyer;
  - IV. Payment of the \$100 administration fee;
  - V. Any additional supporting documentation requested by Vida Divina.
- E. Any debt obligations that either Seller or Buyer may have with Vida Divina must be satisfied prior to the approval of the sale or transfer by Vida Divina.
- F. A Vida Divina Affiliate who sells his or her position is not eligible to re-enroll as a Vida Divina affiliate in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

### **11.7 Separating a Vida Divina Business**

- A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
  - I. One of the parties may, with the written consent of the other(s), operate the Vida Divina business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize Vida Divina to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee;
  - II. The parties may continue to operate the Vida Divina business jointly on a “business as usual” basis, whereupon all compensation paid by Vida Divina will be paid in the name designated as the Affiliates or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Vida Divina will pay compensation to the name on record and in such event, the Affiliate named on the account shall indemnify Vida Divina from any claims from the other business owner(s) or the other Spouse with respect to such payment.



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- B. Vida Divina recognizes only one Downline organization and will issue only one commission check per Vida Divina business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Vida Divina split commission and/or bonus checks.
- C. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Vida Divina business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any affiliate or active Customer in the former organization, and must develop a new business in the same manner as any other new Vida Divina Affiliate. An Affiliate in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 13.5.

### 11.8 Succession

- A. Upon the death or incapacity of an Affiliate, the Affiliate’s business may be passed on to his or her legal successors in interest (successor). Whenever a Vida Divina business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Affiliate’s sales organization. The successor must:
  - I. Complete and sign a new Vida Divina Affiliate Agreement;
  - II. Comply with the Terms and provisions of the Affiliate Agreement; and
  - III. Meet all of the qualifications for the last rank achieved by the former Affiliate.
- B. Bonus and commission checks of a Vida Divina business transferred based on this section will be paid in a single check to the successor. The successor must provide Vida Divina with an “address of record” to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- C. If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a Federal taxpayer identification number. Vida Divina will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the managing business entity only.
- D. Appropriate legal documentation must be submitted to Vida Divina Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Vida Divina business, the successor must provide the following to Vida Divina Compliance Department:
  - I. A certified copy of the death certificate; and
  - II. A notarized copy of the will or other appropriate legal documentation establishing the successor’s right to the Vida Divina business.

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- E. To complete a transfer of the Vida Divina business because of incapacity, the successor must provide the following to the Vida Divina Compliance Department:
  - I. A notarized copy of an appointment as trustee;
  - II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Vida Divina business; and
  - III. A completed Affiliate Agreement executed by the trustee.
- F. If the successor is already an existing Affiliate, Vida Divina will allow such Affiliate to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the 6-month period, the Affiliate must have compressed (if applicable), sold or otherwise transferred either the existing position or the inherited position.
- G. If the successor wishes to terminate the Vida Divina position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- H. Upon written request, Vida Divina may grant a one (1) month bereavement waiver and pay out at the last "paid as" rank.

### **11.9 Resignation/Voluntary Termination**

- A. An Affiliate may immediately terminate his or her position by submitting a written notice or email to Vida Divina at [cancel@VidaDivina.com](mailto:cancel@VidaDivina.com). The written notice must include the following:
  - I. The Affiliate's intent to resign;
  - II. Date of resignation;
  - III. Vida Divina Identification Number;
  - III. Reason for resigning; and
  - V. Signature.
- B. A Vida Divina Affiliate may not use resignation as a way to immediately change Sponsor and Placement. If resignation occurs within the first seven (7) days of enrollment, the Affiliate who has voluntarily resigned is not eligible to reapply for a position or have any financial interest in a or any Vida Divina business for three (3) months from the receipt of the written notice of resignation. If resignation occurs any time after the first seven (7) days of enrollment, the Affiliate who has voluntarily resigned is not eligible to reapply for a position or have any

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financial interest in a or any Vida Divina business for six (6) months from said receipt of the written notice of resignation. For any Affiliate that attempts to willfully violate this Section of the Policies, Affiliate shall not eligible to reapply for a position or have any financial interest in a or any Vida Divina business for twelve (12) months.

## 11.10 Involuntary Termination

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

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

## **11.11 Effect of Cancellation**

- A. Following an Affiliate’s cancellation for inactivity or voluntary or involuntary termination (collectively, a “cancellation”) such Affiliate:
  - I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Affiliate’s former organization or any other payments in association with the Affiliate’s former independent position;
  - II. Effectively waives any and all claims to property rights or any interest in or to the Affiliate’s former Downline organization;
  - III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Vida Divina.

## **12.0 DISCIPLINARY SANCTIONS**

### **12.1 Imposition of Disciplinary Action - Purpose**

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

### **12.2 Consequences and Remedies of Breach**

- A. Disciplinary actions may include one or more of the following:
  - I. Monitoring an Affiliate’s conduct over a specified period of time to assure compliance;

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- II. Issuance of a written warning or requiring the Affiliate to take immediate corrective action;
- III. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments (“Commission Hold”) until the matter causing the Commission Hold is resolved or until Vida Divina receives adequate additional assurances from the affiliate to ensure future compliance;
- IV. Suspension from participation in Company or Affiliate events, rewards, or recognition;
- V. Suspension of the Vida Divina Affiliate Agreement and position for one or more pay periods;
- VI. Involuntary termination of the Affiliate’s Agreement and position;
- VII. Any other measure which Vida Divina deems feasible and appropriate to justly resolve injuries caused by the affiliate’s Policy violation or contractual breach; OR
- VIII. Legal proceedings for monetary or equitable relief.

## **13.0 DISPUTE RESOLUTION**

### **13.1 Grievances**

- A. If a Vida Divina Affiliate has a grievance or complaint against another Affiliate regarding any practice or conduct relating to their respective Vida Divina businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Vida Divina Compliance Department as outlined below in this Section.
- B. The Vida Divina Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Affiliates involved.
- C. Vida Divina will confine its involvement to disputes regarding Vida Divina business matters only. Vida Divina will not decide issues that involve personality conflicts or unprofessional conduct by or between Affiliates outside the context of a Vida Divina business. These issues go beyond the scope of Vida Divina and may not be used to justify a Sponsor or Placement change or a transfer to another Vida Divina organization.
- D. Vida Divina does not consider, enforce, or mediate third party agreements between Affiliates, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:

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

## 13.2 Arbitration

- A. **Any controversy or claim arising out of or relating to the Vida Divina Affiliate agreement, these Policies and Procedures, or the breach thereof, the Affiliate’s business or any dispute between Vida Divina and the Affiliate, shall be settled by binding and confidential 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.** Any such arbitration shall be held in Fontana, California. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.

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- B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney's fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.
- C. This agreement to arbitration shall survive any termination or expiration of the Affiliate Agreement.
- D. Nothing in these Policies and Procedures shall prevent Vida Divina from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Vida Divina interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- E. **NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**
- F. These Policies and Procedures and any arbitration involving an Affiliate and Vida Divina shall be governed by and construed in accordance with the laws of the state of California, without reference to its principles of conflict of laws.

### 13.3 Severability

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

### 13.4 Waiver

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

### 13.5 Successors and Claims

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

## **14.0 GOVERNING LAW**

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of California and the exclusive jurisdiction of the United States courts.

## **15.0 VIDA DIVINA GLOSSARY OF TERMS**

**ACTIVE AFFILIATE:** An Affiliate who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

**AGREEMENT:** The contract between the Company and each Affiliate; includes the Affiliate Agreement, the Vida Divina Policies and Procedures, and the Vida Divina Compensation Plan, all in their current form and as amended by Vida Divina in its sole discretion. These documents are collectively referred to as the “Agreement.”

**CANCEL:** The termination of an Affiliate’s business. Cancellation may be either voluntary, involuntary, or through non-renewal.

**COMPENSATION PLAN:** The guidelines and referenced literature for describing how Affiliates can generate commissions and bonuses.

**CUSTOMER:** A Customer who purchases Vida Divina products and does not engage in building a business or retailing product.

**AFFILIATE:** An individual who purchases product, generates retail sales and business building commissions.

**LINE OF SPONSORSHIP (LOS):** A report generated by Vida Divina that provides critical data relating to the identities of Affiliates, sales information, and enrollment activity of each Affiliate’s organization. This report contains confidential and trade secret information which is proprietary to Vida Divina.

**ORGANIZATION:** The Customers and Affiliates placed below a particular Affiliate.

**OFFICIAL VIDA DIVINA MATERIAL:** Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Vida Divina to Affiliates.

**PLACEMENT:** Your position inside your Sponsor’s organization.

**RECRUIT:** For purposes of Vida Divina’s Conflict of Interest Policy, the term “Recruit” means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way,



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either directly, indirectly, or through a third party, another Vida Divina Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

**RESALABLE:** Products shall be deemed “resalable” if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labelling has not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Vida Divina labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**SPONSOR:** An Affiliate who enrolls a Customer, Retailer, or another Affiliate into the Company, and is listed as the Sponsor on the Affiliate Agreement. The act of enrolling others and training them to become Affiliates is called “sponsoring.”

**UPLINE:** This term refers to the Affiliate or Affiliates above a particular Affiliate in a sponsorship line up to the Company. It is the line of sponsors that links any particular Affiliate to the Company.