

# AVINI HEALTH

## POLICIES AND PROCEDURES v2.0

### 1.0 INTRODUCTION

#### 1.1 Mutual Commitment Statement

AVINI HEALTH Company (hereafter doing business as “AVINI HEALTH,” and simply referred to herein as “AVINI HEALTH” or the “Company”) recognizes that in order to develop a long-term and mutually rewarding relationship with its independent business owners (“Distributor”) and retail customers (“Customers”), AVINI HEALTH and its Distributor must acknowledge and respect the true nature of the relationship and its covenants.

- A. In the spirit of mutual respect and understanding, AVINI HEALTH is committed to:
  - I. Provide prompt, professional and courteous service and communications to all of its Distributors 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 or service as provided in our *Return Policy*:
  - IV. Deliver orders promptly and effectively.
  - 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 Distributor input and planning.
  - VIII. Implement changes in the Compensation Plan or Policies and Procedures that affect the Distributor with input from the Distributor.
  - IX. Provide, support, protect and defend the integrity of the AVINI HEALTH sales opportunity; and
  - X. Offer Distributor the opportunity to grow with AVINI HEALTH.
- B. In return, AVINI HEALTH expects that its Distributor will:

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- I. Conduct themselves in a professional, honest, and considerate manner.
- II. Present AVINI HEALTH Corporate and product information in an accurate and professional manner.
- III. Present the Compensation Plan and Return Policy in a complete and accurate manner.
- IV. Commit to make honest income claims and make no income claims pertaining to others.
- V. Make reasonable effort(s) to support and train Distributor and provide information as needed to Customers in their downline.
- VI. Do not engage in cross-line recruiting, unhealthy competition or unethical business practices.
- VII. Provide positive guidance and training to Distributor and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Distributor is discouraged from providing cross-line training to a Distributor or Customer in a different organization without first obtaining consent of the Distributor's or Customer's upline leader or asked to conduct a National Corporate Call;
- VIII. Support, protect, and defend the integrity of the AVINI HEALTH sales opportunity; and
- IX. Accurately complete and submit the Distributor Agreement and any requested supporting documentation in a timely manner.

## **1.2 AVINI HEALTH Policies and Compensation Plan Incorporated into the Distributor Agreement**

Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Income Disclaimer Statement, AVINI HEALTH Policies and Procedures, the Company Privacy Policy, the AVINI HEALTH Compensation Plan, the Distributor Agreement, and if applicable, the Business Entity Registration Form. It is the responsibility of the Enrolling Distributor to provide the most current version of these Policies and Procedures (available on the AVINI HEALTH website, <https://AVINIHEALTH.com/>) and the AVINI HEALTH Compensation Plan to each applicant prior to his, her and/or its execution of the Distributor Agreement.

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## 1.3 Purpose of Policies

- A. AVINI HEALTH is a direct sales company who markets products and services exclusively through a highly motivated network of business owners who act as Distributor using word of mouth advertising and personal testimonies. To clearly and define the relationship that exists between Distributor and AVINI HEALTH, and to explicitly set a standard for acceptable business conduct, AVINI HEALTH has established these Policies and Procedures.
- B. AVINI HEALTH Distributor are required to comply with; (i) all of the Terms and Conditions set forth in the Distributor Agreement, which AVINI HEALTH may amend from time to time in its sole discretion; (ii) all federal, state and/or local laws governing his, her and/or its AVINI HEALTH business; and (iii) these Policies and Procedures.
- C. AVINI HEALTH Distributor must review the information in these Policies and Procedures carefully. Should a Distributor have any questions regarding a policy or rule, the Distributor is encouraged to seek an answer from their Sponsor or Enroller or any other upline Distributor. If further clarification is needed the Distributor may contact AVINI HEALTH Customer Service or someone in corporate.

## 1.4 Changes, Amendments, and Modifications

- A. Because Federal, State, and local laws, as well as the business environment, periodically change, AVINI HEALTH reserves the right to amend the Agreement and the prices in its AVINI HEALTH Product Price List at its sole and absolute discretion. Notification of amendments shall appear in Official AVINI HEALTH Materials. Amended provisions shall not apply retroactively to conduct that occurred prior to the effective date of the amendment(s) except where indicated, and only in the event that the Distributor expressly agrees to the amendment.

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**NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, ANY AMENDMENT BY THE AVINI HEALTH TO THE DISPUTE RESOLUTION SECTION HEREIN SHALL ONLY TAKE EFFECT UPON A DISTRIBUTOR'S EXPRESS AGREEMENT TO SUCH AMENDMENT. A DISTRIBUTOR MAY INDICATE HIS OR HER AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT THAT WILL APPEAR WHEN LOGGING IN TO THE CORPORATE WEBSITE OR, THE DISTRIBUTOR'S PERSONAL WEBSITE. COMPANY MAY TERMINATE THE DISTRIBUTOR AGREEMENT OF ANY Distributor WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION SECTION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY COMPANY OR THE DISTRIBUTOR ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.**

- B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
  - I. Posting on the official AVINI HEALTH website.
  - II. Electronic mail (e-mail), SMS, or
  - III. In writing through the AVINI HEALTH newsletters or other AVINI HEALTH communication channels.

## **1.5 Delays**

AVINI HEALTH 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 May 1, 2022 ("Effective Date") and, at such time, shall automatically supersede any prior Policies and Procedures ("Old Policies and Procedures"), and, on that date, the Old Policies and Procedures, if any, shall cease to have any force or effect.

## **2.0 BASIC PRINCIPLES**

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## 2.1 Becoming an AVINI HEALTH Distributor

- A. To become a Distributor, 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.
  - II. Reside or have a valid address in the United States, a U.S. territory, or Canada.
  - III. Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number, ITIN, etc.) which will be required to receive payment in access of \$600.00.
  - IV. Submit a properly completed and signed Distributor Agreement to AVINI HEALTH. Created and accepted during online signup and acceptance of the AVINI HEALTH Terms and Conditions.
  - V. Not be a AVINI HEALTH employee, the spouse of a AVINI HEALTH employee or related to an employee of AVINI HEALTH and living in the same household as such AVINI HEALTH employee.
  - VI. Purchase a Distributor Activation pack.

## 2.2 New Distributor Registration

- A. A potential new Distributor may self-enroll on the Company corporate website or a Sponsor's replicated website. In such event, instead of a physically signed Distributor Agreement, AVINI HEALTH will accept the electronic Distributor Agreement by way of web ,enrollment and one's "electronic signature". This electronic signature signifies that the new Distributor has accepted the Terms and Conditions of the Distributor Agreement. Please note that such electronic signature constitutes a legally binding agreement between you and the Company.
- B. AVINI HEALTH reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested the signed Distributor Agreement must be received by AVINI HEALTH within seven (7) days of enrollment.
- D. Signed documents, including, but not limited to, the Distributor Agreement and the Business Entity Registration form, are legally binding contracts which must not be

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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 Distributor's business.

## **2.3 Rights Granted**

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

## **2.4 Identification Numbers**

- A. Each Distributor is required to provide his or her Social Security Number, or Federal Tax Identification Number when requested, if located in the United States or any of its territories, to AVINI HEALTH. AVINI HEALTH reserves the right to withhold commission payments over \$600 total income from any Distributor who fails to provide such information or who provides false information when requested.
- B. Upon enrollment, AVINI HEALTH will provide a AVINI HEALTH Identification Number to the Distributor. This number will be used to place orders, structure organizations, and track commissions and bonuses.

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

- A. If AVINI HEALTH requires "upon a later time" to charge a renewal to continue active status, and if the Distributor allows his or her Distributor Agreement to expire due to nonpayment, the Distributor will be notified of the possibility of losing any and all rights to his, her or its downline organization unless the Distributor re-activates within sixty (60) days following the expiration of the Agreement.
- B. If the former Distributor re-activates within the 60-day time limit, the Distributor will resume the rank and position held immediately prior to the expiration of the Distributor Agreement. However, such Distributor paid as level will not be restored unless he, she and/or an entity qualifies at that payout level in the new month. The Distributor is not

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eligible to receive commissions for the time period that the Distributor business was expired.

- C. Any Distributors who were terminated or whose Agreement has expired and lapsed during the 60 day grace period is not eligible to re-apply for an AVINI HEALTH business for 6 months following the expiration of the Distributor Agreement, unless approved by AVINI HEALTH.

## 2.6 Business Entities

- A. You must join AVINI HEALTH as an individual providing all required documentation and information requested. If you wish to place your AVINI HEALTH business under a Business Entity, you must first contact customer support for the form to complete this request.
- B. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity”) may apply to be a AVINI HEALTH Distributor by way of the Business Entity Registration Form. This Distributor business and position will remain *temporary* until the proper documents are submitted. The Business Entity Registration Form stipulates the specific documents necessary for submission, including but not limited to: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. AVINI HEALTH must receive these documents within seven (7) days from the date the Distributor Agreement was signed and sent to AVINI HEALTH customer support.
- C. An AVINI HEALTH Distributor 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

- A. The AVINI HEALTH Distributor is an independent contractor, and not a purchaser of a franchise or sales opportunity. Therefore, each Distributor’s success depends on his or her independent efforts.
- B. The Agreement between AVINI HEALTH and its Distributor does not create an employer/employee relationship, agency, partnership, or joint venture between AVINI HEALTH and the Distributor.

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- C. An AVINI HEALTH Distributor shall not be treated as an employee of AVINI HEALTH for any purposes, including, without limitation, for federal or state tax purposes. All Distributor are responsible for paying local, state, and federal taxes due from all compensation earned as a Distributor of AVINI HEALTH. Any other compensation received by Distributor from AVINI HEALTH will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Distributor has no express or implied authority to bind AVINI HEALTH to any obligation or to make any commitments by or on behalf of AVINI HEALTH. Each Distributor, 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 sales plan, so long as he or she complies with the Terms of the Distributor Agreement, these Policies and Procedures and applicable State, Federal and Provincial laws.
  
- D. The AVINI HEALTH Distributor is fully responsible for all of his or her verbal and written communications made regarding AVINI HEALTH products, services, and the Compensation Plan that are not expressly contained within official AVINI HEALTH materials. Distributor shall indemnify and hold harmless AVINI HEALTH, 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 AVINI HEALTH as a result of the Distributor's unauthorized representations or actions. This Provision shall survive the termination of the AVINI HEALTH Distributor Agreement.

## **2.8 Errors or Questions**

If a Distributor has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Distributor must notify AVINI HEALTH 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 30 days shall be deemed expressly waived by the Distributor.

## **3.0 RESPONSIBILITIES OF An AVINI HEALTH DISTRIBUTOR**

### **3.1 Correct Addresses**

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



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## 3.2 Training and Leadership

- A. Any AVINI HEALTH Distributor who Enrolls (as defined in the Glossary of Terms) another Distributor into AVINI HEALTH must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her AVINI HEALTH business. Enrolling a Distributor should have an ongoing contact and communication with the Distributor in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone calls, team calls, voicemail, e-mail, personal meetings, accompaniment of downline Distributor to AVINI HEALTH meetings, training sessions, Conventions, and any other related functions.
- B. Enrolling an AVINI HEALTH Distributor you should monitor the Distributor in his or her downline organizations to ensure that downline Distributor do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such Distributor should be able to provide documented evidence to AVINI HEALTH of his or her ongoing fulfillment of the responsibilities of an Enroller.
- C. Upline Distributor are encouraged to motivate and train new Distributor about AVINI HEALTH's products and services, effective sales techniques, the AVINI HEALTH Compensation Plan and compliance with company Policies and Procedures.
- D. Marketing the product is a required activity in AVINI HEALTH and must be emphasized in all recruiting presentations. In fact, the Company emphasizes and encourages and requires all its Distributor to sell AVINI HEALTH's products and/or services to Customers.
- E. Use of Sales Aids. To promote both the products and the opportunity AVINI HEALTH offers, Distributor must use the sales aids and support materials produced by AVINI HEALTH. If an AVINI HEALTH Distributor develops their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Distributor's good intentions, they may unintentionally violate any number of statutes or regulations affecting the AVINI HEALTH business. These violations, although they may be relatively few, could jeopardize the AVINI HEALTH opportunity for all Distributor. Accordingly, a Distributor 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 Distributor receives specific written approval to use the material, the request shall be deemed denied. All Distributor shall safeguard and promote the good reputation of AVINI HEALTH and its products. The marketing and promotion of AVINI HEALTH, the AVINI HEALTH opportunity, the Compensation Plan, and AVINI

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HEALTH products and/or 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. AVINI HEALTH desires to provide its independent Distributor with the best products and/or services and Compensation Plan in the industry. Accordingly, AVINI HEALTH values constructive criticism and encourages the submission of respectful written comments addressed to AVINI HEALTH Compliance Department.
- B. Negative and disparaging comments about AVINI HEALTH, and its products or Compensation Plan, by a Distributor made to AVINI HEALTH, in the Field or at AVINI HEALTH meetings or events, or disruptive behavior at AVINI HEALTH meetings or events, serve no purpose other than to dampen the enthusiasm of other AVINI HEALTH Distributor. AVINI HEALTH Distributor must not belittle AVINI HEALTH, other AVINI HEALTH Distributor, AVINI HEALTH products and/or services, the Compensation Plan, or AVINI HEALTH 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 AVINI HEALTH.
- C. AVINI HEALTH is committed to providing Distributor with a sales environment free from harassment, intimidation, and abuse from other Distributor, employees, vendors, and any other individuals in the workplace. At AVINI HEALTH, harassment of any kind will not be tolerated and is strictly prohibited, such as: derogatory or threatening comments, inappropriate sexual behavior including but not limited to unwelcome sexual advances or requests for sexual favors, displaying visual images of a sexual nature, physical or verbal harassment, or violent behavior. Distributor are encouraged to report any type of harassment incidents immediately. AVINI HEALTH will not tolerate acts or threats of violence and will investigate all reports.
- D. **AVINI HEALTH endorses the following Code of Ethics:**
  - I. An AVINI HEALTH Distributor must show fairness, tolerance, and respect to all people associated with AVINI HEALTH, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
  - II. A Distributor shall strive to resolve business issues, including situations with upline and downline Distributor, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
  - III. AVINI HEALTH Distributor must be honest, responsible, professional and conduct themselves with integrity.

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- IV. AVINI HEALTH Distributor shall not make disparaging statements about AVINI HEALTH, other Distributor, AVINI HEALTH 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.
- V. AVINI HEALTH Distributor shall always present accurate information like proper disclaimers and access to the Income Disclosure Statement when encouraging prospects to join the AVINI HEALTH business. Moreover, as a Distributor you agree to never intimidate nor engage in unlawful recruiting practices, including any suggestion that excessive inventory purchases are necessary to participate in AVINI HEALTH.
- E. AVINI HEALTH may take appropriate action against a Distributor if it determines, in its sole discretion, that a Distributor's conduct is detrimental, disruptive, or injurious to AVINI HEALTH or to other Distributors.

## **3.4 Reporting Policy Violation**

- A. A Distributor who observes a policy violation by another Distributor should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the AVINI HEALTH Corporate office. The letter shall set forth the details of the incident as follows:
  - I. The nature of the violation and specific facts to support the allegations.
  - II. Dates and number of occurrences.
  - III. The person/people involved; and
  - IV. Supporting documentation
- B. Once the matter has been presented to AVINI HEALTH, the Company Compliance Department will research things thoroughly and decide what (if any) action should be taken.
- C. This section refers to the general reporting of policy violations as observed by other Distributor for the mutual effort to support, protect, and defend the integrity of the AVINI HEALTH business and sales opportunity. If a Distributor has a grievance or complaint

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against another Distributor which directly relates to his or her AVINI HEALTH business, the steps set forth in these Policies must be followed.

## 3.5 Sponsorship

- A. The Enroller is the person who introduces a Distributor to AVINI HEALTH, and helps them complete their enrollment, and supports and trains those in their downline. The new Distributor is temporarily placed in a holding tank and then placed under the Enroller or under a sponsor somewhere in the downline.
- B. AVINI HEALTH recognizes the enroller as the name(s) shown on the first:
  - I. Physically signed AVINI HEALTH Distributor Agreement on file; or
  - II. Electronically signed Distributor Agreement from either the corporate website or a Distributor' replicated website.
- C. A Distributor Agreement that contains notations such as "by phone" or the signatures of other individuals (i.e., Enroller, spouses, relatives, or friends) is not valid and will not be accepted by AVINI HEALTH.
- D. AVINI HEALTH recognizes that each new prospect has the right to ultimately choose his or her own Enroller, but AVINI HEALTH will not allow Distributor to engage in unethical enrolling activities.
- E. All active Distributor in good standing have the right to enroll others into AVINI HEALTH. While engaged in enrolling activities, it is not uncommon to encounter situations when more than one Distributor will approach the same prospect. It is the accepted courtesy that the new prospect will be enrolled by the first Distributor who presented a comprehensive introduction to AVINI HEALTH products or sales opportunity. However, the prospect has final say for whom will enroll them.
- F. A *Protected Prospect* is a guest of any AVINI HEALTH Customer/Distributor who attended a AVINI HEALTH event or conference call. For sixty (60) days following the event, a Protected Prospect cannot be solicited or enrolled by any other AVINI HEALTH Distributor who attended the same event. An AVINI HEALTH event can be defined as the following:
  - I. Any AVINI HEALTH training session.
  - II. Conference call.

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- III. Fly-in meeting; or
- IV. Presentation, including but not limited to an AVINI HEALTH at home presentation, whether sponsored by AVINI HEALTH, a Distributor, a Customer, or an agent or agency designated by AVINI HEALTH.

## **3.6 Cross Enrolling Prohibition**

- A. “Cross Enrolling” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Distributor Agreement. Actual or attempted cross Enrolling is not allowed. If cross Enrolling is verified by AVINI HEALTH, sanctions up to and including termination of a Distributor’s business 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 AVINI HEALTH business in accordance with AVINI HEALTH Sale or Transfer Policy set forth in these Policies.

## **3.7 Adherence to the AVINI HEALTH Compensation Plan**

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

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

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

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

- A. AVINI HEALTH will automatically provide a complete 1099 Miscellaneous Income Tax form (non-employee compensation) to each US Distributor whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of AVINI HEALTH 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 Distributor, and a minimum charge of \$20 may be assessed by AVINI HEALTH. Canadian T-4's will be sent to Distributor who earn more than \$500 or who received trips, prizes, or awards valued at \$500 or more. AVINI HEALTH Distributor are responsible for the payment of taxes on these trips, prizes, or awards provided to them by AVINI HEALTH.
- B. A Distributor accepts sole responsibility for and agrees to pay all federal, state and local taxes on any income generated as an independent Distributor, and further agrees to indemnify AVINI HEALTH from any failure to pay such tax amounts when due.
- C. If a Distributor's business is tax exempt, the Federal Tax Identification number must be provided to AVINI HEALTH in writing.
- D. AVINI HEALTH encourages all Distributor to consult with a tax advisor for additional information for their business.

## **3.10 One AVINI HEALTH Business Per Distributor**

A Distributor may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) AVINI HEALTH business. No individual may have, operate or receive compensation from more than one AVINI HEALTH business. Individuals of the same family unit may not enter into or have an interest in their separate AVINI HEALTH businesses A "family unit" is defined as spouses and dependent children living at the same address.

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

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If any Distributor of a Distributor's immediate household engages in any activity which, if performed by the Distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Distributor agreement and AVINI HEALTH may take disciplinary action pursuant to these Policies and Procedures against the Distributor. 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 AVINI HEALTH may take disciplinary action against the Business Entity. Likewise, if a Distributor enrolls in AVINI HEALTH 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; Other Business Restrictions

- A. An AVINI HEALTH Distributor may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities (collectively, "Network Marketing"). However, during the Term of this Agreement and for one (1) year thereafter, a AVINI HEALTH Distributor may not recruit any AVINI HEALTH Distributor or Customer for any other Network Marketing business, unless that Distributor or Customer was personally Enrolled by such Distributor.
- 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 Distributor or Customer to enroll or participate in any Network Marketing opportunity. This conduct represents recruiting even if the Distributor's actions are in response to an inquiry made by another Distributor or Customer.
- C. However, you may only sell *non-competing* products or services to AVINI HEALTH Customers and Distributor. Specifically, a non-competing company is defined as a Network Marketing company that does NOT sell personal health and wellness products. Distributor at all levels are obligated to notify the Company if they are enrolled as distributor for another Network Marketing company by sending an email to the Company Compliance Department.

**\*Due to the visibility of our higher-ranking affiliates, AVINI HEALTH Distributor at the rank of Diamond or above agree not to participate in any Network Marketing opportunity, regardless if the company sells competing products or not.**

If at the time of enforcement of any provision of this sections 3.12(A) or 3.12(C), a court shall hold that the duration, scope or area restriction of any provision herein is unreasonable under circumstances now or then existing, you and AVINI HEALTH hereto agree that the maximum restricted period, scope or territory reasonable under the circumstances shall be substituted by the court for the stated duration, scope or area.

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- D. A Distributor may not display or bundle AVINI HEALTH 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 Distributor into believing there is a relationship between the AVINI HEALTH and non-AVINI HEALTH products and services.
- E. An AVINI HEALTH Distributor may not offer any non-AVINI HEALTH opportunity, products or services at any AVINI HEALTH related meeting, seminar or convention, or immediately following a AVINI HEALTH event.
- F. During the term of this Agreement, in order to avoid legal liability related to promotion of sales aids, you as a Distributor may not sell training materials or sales aids including published books, eBooks, videos, or other general miscellaneous training aids to your Downline or other Distributor.
- G. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between AVINI HEALTH and its Distributor and would inflict irreparable harm on AVINI HEALTH. In such event, AVINI HEALTH may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Distributor or such Distributor's business including termination, or seek immediate injunctive relief without the necessity of posting a bond.

### **3.13 Presentation of the AVINI HEALTH Sales Opportunity**

- A. In presenting the AVINI HEALTH opportunity to potential Customers and Distributor, a Distributor is required to comply with the following provisions:
  - I. A Distributor shall not misquote or omit any significant material fact about the Compensation Plan.
  - II. A Distributor shall make it clear that the Compensation Plan is based upon sales of AVINI HEALTH products and services and upon the Enrolling of other Distributors
  - III. A Distributor shall make it clear that success can be achieved only through substantial independent efforts and must refrain from misrepresentations that include, but are not limited to:
    - a. It's a turnkey system;
    - b. The system will do the work for you;
    - c. Just get in and your downline will build through spillover;
    - d. The Company does all the work for you; and



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- e. All you have to do is buy AVINI HEALTH products/services every month.

The above are just examples of improper representations about the Compensation Plan. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Distributor without commitment, effort, and sales skill. The Company reserves the right to determine what it considers an inappropriate income or Compensation Plan claim and discipline the offender accordingly.

- IV. An AVINI HEALTH Distributor shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the AVINI HEALTH opportunity or Compensation Plan to prospective Distributor or Customers.
- V. A Distributor may not make any claims regarding products or services of any products offered by AVINI HEALTH, except those contained in official AVINI HEALTH literature.
- VI. A Distributor may not use official AVINI HEALTH material to promote the AVINI HEALTH sales opportunity in any country where AVINI HEALTH has not established a “presence.”
- VII. In an effort to conduct best business practices, AVINI HEALTH has developed the Income Disclaimer Statement (“IDS”). The AVINI HEALTH IDS is designed to convey truthful, timely, and comprehensive information regarding the income that AVINI HEALTH Distributor earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Distributors.

A copy of the IDS must be presented to a prospective Distributor 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”) includes, but is not limited to, the following: (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 Distributor earned over a million dollars last year” or “Our average-ranking Distributor makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher-ranking

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Distributor is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

- VIII. Lifestyle claims (e.g., my AVINI HEALTH business allowed me to buy a house, retire from my other job, allow my spouse to quit his or her job, or take a luxury vacation) are also considered to be equivalent to Income Claims.

When a Distributor discusses his or her earnings from AVINI HEALTH, the Company explicitly requires any testimonial, social media post, presentation, etc. to include the following, “This is my unique story, as actual earnings can vary significantly as no income is guaranteed. But for typical earnings averages please click here,” with the “here” representing a link to the AVINI HEALTH IDS.

## 3.14 Sales Requirements are Governed by the Compensation Plan

- A. AVINI HEALTH Distributor may purchase AVINI HEALTH products and then re-sell them at any price they choose unless otherwise specified by AVINI HEALTH or by any/its product suppliers on a per product basis. AVINI HEALTH will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a AVINI HEALTH business.
- B. The AVINI HEALTH program is built on sales to the ultimate consumer. AVINI HEALTH encourages its Distributor 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. Distributor must never attempt to influence any other Distributor to buy more products than they can reasonably use or sell to retail Customers in a month.
- C. ***Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited.*** AVINI HEALTH 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

### 4.1 General Order Policies

- A. “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes but is not limited to the following: (i) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; (ii) the fraudulent enrollment of an individual or entity as Customer/Distributor; (iii) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Customers/Distributor (known as “phantoms”); (iv) purchasing AVINI

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HEALTH products or services on behalf of another Customer/Distributor, or under another Customer's/Distributor's ID number, to qualify for commissions or bonuses; (v) purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or (vi) 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.

A Distributor shall not use another Customer's/Distributor's credit card or debit checking account to enroll in AVINI HEALTH or purchase products or services without the account holder's *written permission*. Such documentation must be kept by the Distributor indefinitely in case AVINI HEALTH needs to reference this.

- B. Regarding an order with an invalid or incorrect payment, AVINI HEALTH will attempt to contact the Distributor by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after five (5) business days, the order will be canceled.
- C. If a Distributor wants to move an order to another Distributor's position, he or she must have prior authorization, of all parties involved. AVINI HEALTH will charge the Distributor a \$20 fee for processing at the Company's discretion.
- D. Prices are subject to change without notice.
- E. A Customer/Distributor who is a recipient of a damaged or incorrect order must notify AVINI HEALTH 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 Customer/Distributor for all returned checks and insufficient funds.
- B. Any outstanding balance owed to AVINI HEALTH by the personal Customer/Distributor of an Upline Distributor from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by AVINI HEALTH from the Upline Distributor's future bonus and commission checks.
- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Distributor, constitute grounds for disciplinary sanctions.

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- D. If a credit card order or automatic debit is declined the first time, the Customer/Distributor will be contacted for an alternate form of payment. If payment is declined a second time, at the Company's discretion, the Customer/Distributor may be deemed ineligible to purchase AVINI HEALTH products or services or participate in the monthly auto ship.

## **4.3 Sales Tax Obligation**

- A. The Distributor shall comply with all state and local taxes and regulations governing the sale of AVINI HEALTH products and services.
- B. AVINI HEALTH will collect and remit sales tax on Distributor orders unless a Distributor furnishes AVINI HEALTH with the appropriate Resale Tax Certificate form. When orders are placed with AVINI HEALTH, sales tax is prepaid based upon the suggested retail price. AVINI HEALTH will remit the sales tax to the appropriate state, Provincial and local jurisdictions. The Distributor may recover the sales tax when he or she makes a sale. AVINI HEALTH Distributor are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. AVINI HEALTH encourages each Distributor 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. A Distributor must be active and in compliance with AVINI HEALTH Policies and Procedures to qualify for bonuses and commissions. So long as a Distributor complies with the terms of the Agreement, AVINI HEALTH shall pay commissions to such Distributor in accordance with the Compensation Plan.
- B. AVINI HEALTH will not issue a payment to a Distributor without the receipt of a completed and signed AVINI HEALTH Distributor Agreement.
- C. AVINI HEALTH reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.

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

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- A. In order to qualify to receive commissions and bonuses, a Distributor 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.
- B. An AVINI HEALTH Distributor must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within 30 days of receipt. After this 30day “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 Bonus and Commission Adjustment for Returns**

- A. A Distributor receives bonuses and commissions based on the actual sales of products and services to end consumers by way of product and service purchases. When a product or service is returned to AVINI HEALTH for a refund from the end consumer, the bonuses and commissions attributable to the returned product or service will be deducted from the Distributor 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 a Distributor terminates his or her business, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by AVINI HEALTH, the remainder of the outstanding balance may be offset against any other amounts that may be owed by AVINI HEALTH to the terminated Distributor.

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

#### **Customer Return Policy**

AVINI HEALTH offers a one hundred percent (100%) 30-day money back guarantee for all Distributors and 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 either the Company or the Distributor who sold the product or service to Customer.

Any purchases through AVINI HEALTH of any apparel or marketing materials, which may include pop-up tents, brochures, table skirts, etc. shall be non-refundable unless the product is deemed reasonably defective or damaged upon receipt.

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Distributor may purchase certain technology and electronic tools such as tablets that may aid in the acquisition of customers. The purchase of such technology or electronics shall be per the discretion of the Distributor and not a required purchase. Any technology or electronics purchased by Distributor shall be non-refundable unless the product is deemed reasonably defective or damaged upon receipt.

## **6.1 Return Process**

- A. All returns, whether by a Customer/Distributor, must be made as follows:
  - I. Obtain Return Merchandise Authorization (“RMA”) from AVINI HEALTH;
  - II. Ship items to the address provided by AVINI HEALTH 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 AVINI HEALTH pre-paid, as AVINI HEALTH does not accept shipping collect packages. AVINI HEALTH 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 Distributor. If returned product is not received at AVINI HEALTH Distribution Center, it is the responsibility of the Customer, or Distributor to trace the shipment and no credit will be applied.
- C. A Distributor’s return of an Activation Pack or \$500 or more worth of products accompanied by a request for a refund within a single calendar year will constitute grounds for involuntary termination.

## **7.0 PRIVACY POLICY**

### **7.1 Introduction**

This policy is to ensure that all Customers/Distributor understand and adhere to the basic principles of confidentiality. For more information on the AVINI HEALTH’s privacy practices and procedures, please refer to the Company Privacy Policy found on the corporate website.

Each Distributor is responsible for keeping her or his Distributor Information up to date and accurate and must immediately update any changes in her or his back office. It is particularly important that a Distributor provides AVINI HEALTH with her or his current email address, since email is one of the

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primary ways that AVINI HEALTH and a Distributor's Upline will communicate with the Distributor. By agreeing to these Policies and Procedures, the Distributor consents to AVINI HEALTH Privacy Policy and to receiving emails from AVINI HEALTH as well as from her or his Upline. Each Distributor may modify her or his Distributor Information (e.g., update an address, phone number or email address). Distributor agrees that AVINI HEALTH may share with Distributor's Upline her or his name, telephone number, address, email address and select sales performance data for all Distributor in their Downline. No Social Security Number nor credit card number shall be shared with a Distributor's Upline without separate express permission by Distributor to allow such personal information sharing. By providing her or his email address and telephone number, Distributor agrees to disclose her or his email address and telephone number to AVINI HEALTH as well as to her or his Upline. Distributor further acknowledges that information provided to AVINI HEALTH by Distributor will be shared with and processed by AVINI HEALTH corporate offices.

## **7.2 Expectation of Privacy**

AVINI HEALTH recognizes and respects the importance its Customers/Distributor place on the privacy of their financial and personal information. AVINI HEALTH will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers'/Distributor' financial and account information and nonpublic personal information.

## **7.3 Employee Access to Information**

AVINI HEALTH limits the number of employees who have access to Customer's/Distributor's nonpublic personal information.

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

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

## **7.5 Security and Security Breaches**

All Distributor must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of confidential information, including Customer & Distributor Data. These safeguards must be appropriate to the sensitivity of the information. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; and (iii) password-protecting computer files and securely shredding paper files containing confidential

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information. Distributor must keep confidential information secure from all persons who do not have legitimate business needs to see or use such information. Distributor must ensure he or she obtains and maintains consent from prospective Customers/Distributor and existing Customers/Distributor before sharing such data with the Company.

Distributor must comply with all applicable privacy and data security laws, including any security breach notification laws. Without limitation of the preceding sentence, in the event of an actual or suspected Security Breach affecting AVINI HEALTH's data, the applicable Distributor shall first promptly notify the Company Compliance Department in writing after becoming aware of such Security Breach, and if instructed by the Compliance Department, notify applicable Customers/Distributor. Any such notification to Customers/Distributor shall be made in compliance with the applicable law and shall specify the following: (i) the extent to which Customer/Distributor Data was or was suspected to be disclosed or compromised; (ii) the circumstances of the Security Breach; (iii) the date or period of time on which it occurred; (iv) a description of the information affected; (v) a description of the steps taken to reduce the risk of harm from the Security Breach; (vi) contact information for a person able to answer questions regarding the Security Breach; (vii) any other information required by the applicable law; and (viii) in the case of a notice to a privacy commissioner or other regulatory body, an assessment of the risk of harm to any affected persons and an estimate of the number of persons affected. Distributor shall promptly comply with all applicable information Security Breach disclosure laws. Distributor, at their expense, shall cooperate with AVINI HEALTH, any applicable privacy commissioner or other regulatory body and the applicable Customers/Distributor and use their best efforts to mitigate any potential damage caused by a breach of their obligations under the Distributor Agreement or any law applicable to confidential data, including by sending notice to the affected individuals, applicable agencies and consumer reporting agencies, if such notification is required the Company in its sole and absolute discretion.

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

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

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

### **8.2 Obligation of Confidentiality**

- A. During the Term of the AVINI HEALTH Distributor Agreement and for a period of five (5) years after the termination or expiration of the Distributor Agreement between the Distributor and AVINI HEALTH, the Distributor shall not:



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- I. Use the information in the Reports to compete with AVINI HEALTH or for any purpose other than promoting his or her AVINI HEALTH 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.

## **8.3 Breach and Remedies**

The Distributor 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 AVINI HEALTH and to independent AVINI HEALTH businesses. AVINI HEALTH and its Distributor will be entitled to injunctive relief or to recover damages against any Distributor 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**

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

## **9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS**

### **9.1 Labeling, Packaging, and Displaying Products**

- A. A AVINI HEALTH Distributor may not re-label, re-package, refill, or alter labels of any AVINI HEALTH product, or service, information, materials or program(s) in any way. AVINI HEALTH products and services must only be sold in their original containers from AVINI HEALTH.  
Such re-labeling or re-packaging violates Federal, and State and Provincial laws, which may result in criminal or civil penalties or liability.
- B. A AVINI HEALTH Distributor shall not cause any AVINI HEALTH product or service or any AVINI HEALTH trade name to be sold or displayed in retail establishments except:

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- 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);
  
- C. AVINI HEALTH will permit Distributor to solicit and make Commercial Sales upon *prior written approval* from AVINI HEALTH. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of:
  - I. AVINI HEALTH 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.
  
- D. A Distributor may sell AVINI HEALTH products and services and display the AVINI HEALTH trade name at any appropriate display booth (such as trade shows) only upon *prior written approval* from AVINI HEALTH.
  
- E. AVINI HEALTH 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 AVINI HEALTH opportunity.

## 9.2 Use of Company Names and Protected Materials

- A. An AVINI HEALTH Distributor must safeguard and promote the good reputation of AVINI HEALTH and the products and services it markets. The marketing and promotion of AVINI HEALTH, the AVINI HEALTH sales opportunity, the Compensation Plan, and AVINI HEALTH 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 AVINI HEALTH must be used in their *original* form and cannot be changed, amended or altered except with prior written approval from the AVINI HEALTH Compliance Department.
  
- C. The name of AVINI HEALTH, each of its product and service names and other names that have been adopted by AVINI HEALTH in connection with its business are proprietary trade names, trademarks and service marks of AVINI HEALTH. As such, these marks are of great value to AVINI HEALTH and are supplied to Distributor for their use only in an expressly authorized manner.

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- D. An AVINI HEALTH Distributor's use of the name "AVINI HEALTH" is restricted to protect AVINI HEALTH proprietary rights, ensuring that the AVINI HEALTH protected names will not be lost or compromised by unauthorized use. Use of the AVINI HEALTH name on any item not produced by AVINI HEALTH is prohibited except as follows:
  - I. [Distributor's name] Independent AVINI HEALTH Distributor
  - II. [Distributor's name] Independent Distributor of AVINI HEALTH products and services.
- E. Further procedures relating to the use of the AVINI HEALTH name are as follows:
  - I. All stationary (i.e. letterhead, envelopes, and business cards) bearing the AVINI HEALTH name or logo intended for use by the Distributor must be approved in writing by the AVINI HEALTH Compliance Department.
  - II. AVINI HEALTH Distributors may list "Independent AVINI HEALTH Distributor or simply "AVINI HEALTH Distributor" in online directories under his or her own name.
  - III. AVINI HEALTH Distributors must state, "Independent AVINI HEALTH Distributor" when answering the phone or message machines
- F. Certain photos and graphic images used by AVINI HEALTH in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Distributor. If a Distributor wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. An AVINI HEALTH Distributor shall not appear on or make use of television or radio, or make use of any other media to promote or discuss AVINI HEALTH or its programs, products or services without prior written permission from the AVINI HEALTH Compliance Department.
- H. A Distributor may not produce for sale or distribution any Company event or speech, nor may a Distributor reproduce AVINI HEALTH audio or video clips for sale or for personal use without prior written permission from the AVINI HEALTH Compliance Department.
- I. AVINI HEALTH reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Distributor.

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- J. A Distributor shall not promote non-AVINI HEALTH products or services in conjunction with AVINI HEALTH products or services on the same websites or same advertisement without prior approval from the AVINI HEALTH Compliance Department.
- K. Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by AVINI HEALTH may not be made except those contained in official AVINI HEALTH literature. ***In particular, no Distributor may make any claim that AVINI HEALTH 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 AVINI HEALTH 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.
- I. As a Distributor, you should only make product claims as the ones found on Company product labeling, Company advertisements, or Official Company Materials. Per the Dietary Supplement Health and Education Act of 1994 (DSHEA), only Structure/Function, Qualified Health, and Nutrient Content Claims may be made regarding dietary supplements. **Therefore, the mentioning of ANY disease in conjunction with any Company dietary supplement is NOT compliant and cannot be tolerated.**
- II. All claims regarding AVINI HEALTH cosmetics must focus exclusively on appearance changes. Cosmetic products may not state, either expressly or by implication, that they change the structure or function of the skin or body. Additionally, cosmetic products are never to be touted as a cure for, treatment of or remedy for any medical condition (e.g., eczema, rosacea).
- III. Personal health testimonials regarding Company products posted on any company-sponsored, as well as personal social media platforms, are considered by the Food and Drug Administration (“FDA”) to be product claims and therefore, subject to DSHEA regulations. Please take care to represent our products truthfully and accurately. Even though you or someone you know may have a specific experience with a specific disease, and even if a claim is a direct quote, it must adhere to these guidelines in order to be compliant and approved for use. The following disclaimer should be used with EVERY testimonial:
- Individual results can and will vary. My testimonial is not necessarily representative of all those who use the AVINI HEALTH products. All participants giving testimonials utilized a complete health regimen that incorporates AVINI HEALTH products, food supplements, physical activity and or a reasonable diet.**

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- IV. “Before and after” photos claiming results for conditions other than those indicated on the product labeling may not be used for any purpose. Distributor may use the “before and after” photos and product stories that AVINI HEALTH publishes in support of the Company products. “Before and after” photos and product testimonials may be submitted for suggested publication via the Company Compliance Department.

## 9.3 E-mail Limitations

- A. Except as provided in this section, a Distributor may not use or transmit email, mass email distribution, or “spamming” that advertises or promotes the operation of his or her AVINI HEALTH business. The exceptions are:
  - I. E-mailing any person who has given prior permission or invitation;
  - II. E-mailing any person with whom the Distributor has established a prior business or personal relationship.
- B. In all states where prohibited by law, a Distributor may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- C. All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
  - I. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
  - II. A clear return path or routing information;
  - III. The use of legal and proper domain name;
  - IV. A clear and obvious notice of the opportunity to decline to receive further commercial 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;

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- VI. The true and correct name of the sender, valid senders' e-mail address, and a valid sender physical address;
  - VII. The date and time of the transmission; and
  - VIII. Upon notification by recipient of his or her request not to receive further emailed documents, a AVINI HEALTH Distributor 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. A Distributor may not use or attempt to register any of AVINI HEALTH'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, blogs, or social media (for more information on social media guidelines please refer to Section 9.5 below).
- B. A AVINI HEALTH Distributor **MAY NOT** sell AVINI HEALTH products, services or offer the sales opportunity using "online auctions," such as eBay®, or on online marketplaces like Etsy, Amazon, Craigslist, Facebook Marketplace, etc.

This rule is required for many reasons, including consumer protection, compliance with laws regarding the Company products/services and to protect Company Distributor from losing potential enrollments of Customers/Distributor who may be reluctant to engage in the AVINI HEALTH sales opportunity because they view the third-party sites as a competitive source of supply.

- C. Distributor may only sell Company products/services through their AVINI HEALTH replicated website ("Replicated Website") or the AVINI HEALTH corporate website. Distributor may not have any other third-party websites (defined as a website that is not AVINI HEALTH-approved personal website hosted on non-AVINI HEALTH servers and with no affiliation with AVINI HEALTH). Please note that a third-party website does not include social networking and social media sites (as further discussed in Section 9.5.

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Any Distributor who wishes to develop their own third-party website must submit a properly completed third-party website application and agreement and receive AVINI HEALTH's prior written approval before going live with such a website. Third-party websites may be used to promote your business and AVINI HEALTH's products so long as the third-party website adheres to AVINI HEALTH'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 a Distributor for AVINI HEALTH;
  - b. Use only the approved images and wording authorized by AVINI HEALTH;
  - 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 AVINI HEALTH 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 AVINI HEALTH policies.
- D. All marketing materials used on a Distributor's third-party website must be provided by AVINI HEALTH or approved in writing by AVINI HEALTH.
- 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 AVINI HEALTH Distributor Logo
  2. Your Name and Title
  3. AVINI HEALTH Corporate Website Redirect Button
- F. A Distributor may not use third-party sites that contain materials copied from corporate sources (such as AVINI HEALTH brochures, CDs, videos, tapes, events, presentations, and corporate websites). This policy ensures brand consistency, allows Customers and Distributor 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. AVINI HEALTH products may be displayed with other products or services on a Distributor's third-party website *so long as the other products and services are*

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*consistent with AVINI HEALTH values and are not marketed or sold by a competing network-marketing company.*

- H. If the independent AVINI HEALTH business of a Distributor who has received authorization to create and post a third-party website is voluntarily or involuntarily canceled for any reason, or if AVINI HEALTH revokes its authorization allowing the Distributor to maintain a third-party website, the Distributor shall assign the URL to his/her third-party website to the AVINI HEALTH within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by the AVINI HEALTH. AVINI HEALTH reserves the right to revoke any Distributor's right to use a third-party website at any time if AVINI HEALTH believes that such revocation is in the best interest of AVINI HEALTH, its Distributor, and Customers. Decisions and corrective actions in this area are at AVINI HEALTH's sole discretion.

## **9.5 Social Networking and Social Media**

- A. Distributor may join social networking and/or social media sites, online forums, discussion groups, and blogs to leverage the power of the AVINI HEALTH brand and to communicate the benefits of the Company products and sales opportunity. Online social pages belonging to a Distributor may be used to drive traffic to a Replicated Website or to the Company Corporate Website.
- B. Social networks and social media sites include but are not limited to such sites as Facebook, Instagram, Pinterest, LinkedIn, Twitter, etc. Distributor may use their own social networking profiles to advertise and promote their AVINI HEALTH businesses and the Company products, and direct traffic to their respective Replicated Website or the Company Corporate Website. However, no actual sales of AVINI HEALTH products, however, may be processed on social networking profiles or groups and no pricing may be shown on an image or in the text of a post. Banner ads and images used on these sites must be current and must come from the AVINI HEALTH approved library.
- C. **PROFILES A Distributor GENERATES IN ANY SOCIAL COMMUNITY WHERE AVINI HEALTH IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE Distributor AS AN AVINI HEALTH Distributor, and when a Distributor participates in those communities, Distributor must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at AVINI HEALTH's sole discretion, and offending Distributor will be subject to disciplinary action.**

Distributor are personally responsible for their postings and all other online activity that relates to AVINI HEALTH. Therefore, even if a Distributor does not own or operate a blog or social media site, if a Distributor makes a post that relates to AVINI HEALTH or which can be traced to the Company, the Distributor is responsible for the posting.



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Distributor are also responsible for postings which occur on any blog or social media site that the Distributor owns, operates or controls. AVINI HEALTH reserves the right to require the removal of noncompliant or infringing posts from any Distributor's social media pages and may terminate the Distributor Agreement of any Distributor who materially or repeatedly breaches this section. Postings that are false, misleading or deceptive are strictly prohibited. This includes, but is not limited to, false or deceptive postings relating to the AVINI HEALTH, AVINI HEALTH income opportunity, AVINI HEALTH products, and/or Distributor information and credentials. Further, Distributor MAY NOT make any posting, or link to any posting or other material, that:

- I. Is sexually explicit, obscene, or pornographic;
  - II. Is profane, hateful, threatening, defamatory, libelous, harassing or discriminatory in any way, shape or form;
  - III. Is solicitous of any unlawful behavior;
  - IV. Engages in personal attacks on any individual, group or entity;
  - V. Is in violation of any intellectual property rights of the Company or any third party; or
  - VI. Is not consistent with the standards as set forth in these Policies and Procedures.
- E. Anonymous postings or use of an alias on any social network or media site is prohibited, and offending Distributor will be subject to disciplinary action.
- F. Distributor may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Distributor create or leave must be useful, unique, relevant and specific to the blog's article.
- G. Distributor must disclose their full name on all social network and media postings, and conspicuously identify themselves as an independent Distributor for AVINI HEALTH.
- H. As an AVINI HEALTH Distributor, it is important to not converse with any person who places a negative post against you, other Distributor, or AVINI HEALTH. Report negative posts to the Company Compliance Department. 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 AVINI HEALTH, and therefore damages the reputation and goodwill of

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- I. The distinction between a social networking and/or media site and a third-party website may not be clear-cut. Because some social networking and/or media sites are particularly robust, AVINI HEALTH therefore reserves the sole and exclusive right to classify certain sites as third-party websites and require that Distributor using, or who wish to use, such sites adhere to the AVINI HEALTH's policies relating to third-party websites.
- J. If your AVINI HEALTH business is cancelled for any reason, you must discontinue using the AVINI HEALTH name, and all of AVINI HEALTH'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 websites that you utilize. If you post on any social website on which you have previously identified yourself as an independent AVINI HEALTH Distributor, you must conspicuously disclose that you are no longer an independent AVINI HEALTH Distributor.
- K. Failure to comply with these Policies for conducting business online may result in the Distributor losing their right to advertise and market AVINI HEALTH products, services and AVINI HEALTH's sales opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

## **9.6 Advertising and Promotional Materials**

- A. You may not advertise any AVINI HEALTH products or services at a price LESS than the highest company published, established retail price of ONE offering of the AVINI HEALTH product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of a free business, 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 Company Compliance Department. Further, all requests for approval for advertising must be directed in writing to the Company Compliance Department.
- D. AVINI HEALTH approval is not required to place blind ads that do not mention AVINI HEALTH, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials. However, a Distributor may not purchase (or encourage or solicit any third party to purchase) any term containing AVINI HEALTH, its products, programs, trademarks, copyright and any other protected

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material as a metatag, keyword, paid search term, sponsored advertisement or sponsored link in markets in which Company conducts business.

- E. AVINI HEALTH 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 Distributor.

## **9.7 Testimonial Permission**

By signing the AVINI HEALTH Distributor Agreement, a Distributor gives AVINI HEALTH 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 AVINI HEALTH sales opportunity, a Distributor waives any right to be compensated for the use of his or her testimonial or image and likeness even though AVINI HEALTH may be paid for items or sales materials containing such image and likeness. In some cases, a Distributor's testimonial may appear in another Distributor's advertising materials. If a Distributor does not wish to participate in AVINI HEALTH sales and marketing materials, he or she should provide a written notice to the AVINI HEALTH 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.

## **9.8 Telemarketing Limitations**

- A. A AVINI HEALTH Distributor must not engage in telemarketing in relation to the operation of the Distributor's AVINI HEALTH business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of AVINI HEALTH products or services, or to recruit them for the AVINI HEALTH 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 a Distributor 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 Not Call" registry could cause the Distributor to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).

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

E. Exceptions to Telemarketing Regulations

An AVINI HEALTH Distributor may place telephone calls to prospective Customers, or Distributor under the following limited situations:

- I. If the Distributor 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 AVINI HEALTH Distributor, within three (3) months immediately before the date of such a call;
- III. If the Distributor receives written and signed permission from the prospect authorizing the Distributor to call;
- IV. If the call is to family Distributor, personal friends, and acquaintances. However, if a Distributor 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. AVINI HEALTH Distributor engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.

F. A Distributor shall not use automatic telephone dialing systems in the operation of his or her AVINI HEALTH businesses.

G. Failure to abide by AVINI HEALTH policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Distributor’s business, up to and including termination of the business.

H. By signing the Distributor Agreement, or by accepting commission checks, other payments or awards from AVINI HEALTH, a Distributor gives permission to AVINI HEALTH and other Distributor to contact them as permitted under the Federal Do Not Call regulations.

I. In the event a Distributor violates this section, AVINI HEALTH reserves the right to institute legal proceedings to obtain monetary or equitable relief.

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## **10.0 INTERNATIONAL MARKETING**

### **10.1 International Marketing Policy**

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

## **11.0 CHANGES TO A DISTRIBUTOR'S BUSINESS**

### **11.1 Modification of the Distributor Agreement**

A AVINI HEALTH Distributor may modify his or her existing Distributor 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 Distributor) by submitting a written request, accompanied by a new Distributor 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 Distributor**

- A. Maintaining the integrity of the organizational structure is mandatory for the success of AVINI HEALTH and our independent Distributor. As the Enrollment System utilizes a Holding Tank which gives the enrolling Distributor 5 days to correctly place a new Distributor, there should be no reason to ask for a change. As such, under exceptional circumstances at the discretion of the Company, a request to change placement may only be made within the first 72 hours of placement from the Holding Tank as a Distributor. Furthermore, such changes may only occur within the same organization.
- B. To change or correct the Sponsor, a Distributor must comply with following procedures:

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- I. Submit a Sponsor Placement Transfer Form;
  - II. Submit a AVINI HEALTH Distributor Agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;
  - III. The Distributor 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 Distributor’s downline, if any, will transfer with the Distributor.
- 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 72 hours from initial placement, AVINI HEALTH will honor the Sponsor/Placement as shown:
- I. On the most recently signed Distributor Agreement on file; or
  - II. Self-enrolled on the website (i.e., electronically signed Agreement).
- H. AVINI HEALTH 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 Distributor**

- A. At the discretion of AVINI HEALTH, Distributor who remained inactive for a period of six (6) months, and who have not tendered a letter of resignation, are eligible to re-enroll in AVINI HEALTH under the Sponsor/Placement of their choice.
- B. Upon written notice to AVINI HEALTH that a former Distributor wishes to re-enroll, AVINI HEALTH will close the original account. A new AVINI HEALTH ID number will then be issued to the former Distributor.
- C. Such Distributor does not retain former rank, downline, or rights to commission checks from his or her former organizations.
- D. AVINI HEALTH reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

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## 11.4 Unethical Enrolling

- A. Unethical Enrolling activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Distributor from another Distributor or influencing another Distributor to transfer to a different sponsor.
- B. Allegations of unethical Enrolling must be reported in writing to the AVINI HEALTH Compliance Department within the first 90 days of enrollment. If the reports are substantiated, AVINI HEALTH may transfer the Distributor or the Distributor's downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement Distributor. AVINI HEALTH remains the final authority in such cases.
- C. AVINI HEALTH prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the AVINI HEALTH compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Distributor 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.
- D. Should Distributor engage in solicitation and/or enticement of Distributor of another direct sales company to sell or distribute AVINI HEALTH 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 a Distributor alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, AVINI HEALTH will not pay any of Distributor's defence costs or legal fees, nor will AVINI HEALTH indemnify the Distributor for any judgment, award, or settlement.

## 11.5 Sell, Assign or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for AVINI HEALTH to place restrictions on the transfer, assignment, or sale of a business.
- B. A AVINI HEALTH Distributor may not sell or assign his or her rights or delegate his or her position as a Distributor without *prior written approval* by AVINI HEALTH, as approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of AVINI HEALTH.

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- C. Should the sale be approved by AVINI HEALTH, 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 AVINI HEALTH business, the following items must be submitted to the AVINI HEALTH Compliance Department:
  - I. A Sale/Transfer of Business Form properly completed, with the requisite signatures.
  - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
  - III. An AVINI HEALTH Distributor Agreement completed and signed by the Buyer.
  - IV. Payment of the \$100 administration fee.
  - V. Any additional supporting documentation requested by AVINI HEALTH.
- F. Any debt obligations that either Seller or Buyer may have with AVINI HEALTH must be satisfied prior to the approval of the sale or transfer by AVINI HEALTH.
- G. An AVINI HEALTH Distributor who sells his or her business is not eligible to re-enroll as an AVINI HEALTH Distributor 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.

### **11.6 Separating a AVINI HEALTH 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 AVINI HEALTH business whereby the relinquishing spouse, shareholders, partners, Distributor or trustees authorize AVINI HEALTH to deal directly and solely with the other spouse, non-relinquishing shareholder, partner, Distributor or trustee;
  - II. The parties may continue to operate the AVINI HEALTH business jointly on a “business as usual” basis, whereupon all compensation paid by AVINI HEALTH will be paid in the name designated as the Distributor or in the name of the entity to be divided, as the parties may independently agree between them. If no name



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is stipulated, AVINI HEALTH will pay compensation to the name on record and in such event, the

Distributor named on the account shall indemnify AVINI HEALTH from any claims from the other business owner(s) or the other spouse with respect to such payment.

- B. AVINI HEALTH recognizes only one Downline organization and will issue only one commission check per AVINI HEALTH business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will AVINI HEALTH 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 AVINI HEALTH 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 Distributor or active Customer in the former organization, and must develop a new business in the same manner as any other new AVINI HEALTH Distributor.

## 11.7 Succession

- A. Upon the death or incapacity of a Distributor, the Distributor’s business may be passed on to his or her legal successors in interest (successor). Whenever a AVINI HEALTH business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Distributor’s sales organization. The successor must:
  - I. Complete and sign a new AVINI HEALTH Distributor Agreement;
  - II. Comply with the terms and conditions of the Distributor Agreement; and
  - III. Meet all of the qualifications for the last rank achieved by the former Distributor.
- B. Bonus and commission checks of a AVINI HEALTH business transferred based on this section will be paid in a single check to the successor. The successor must provide AVINI HEALTH 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 business, 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. AVINI HEALTH will issue

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

### **11.8 Resignation/Voluntary Termination**

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- A. A Distributor may immediately terminate his or her business by submitting a written notice or email to the AVINI HEALTH Compliance Department. The written notice must include the following:
  - I. The Distributor's intent to resign and date of resignation;
  - II. AVINI HEALTH Identification Number and reason for resigning; and
  - III. Signature.
- B. A AVINI HEALTH Distributor may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Distributor who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in a or any AVINI HEALTH business for six (6) months from the receipt of the written notice of resignation.

### **11.9 Involuntary Termination**

- A. AVINI HEALTH reserves the right to terminate a Distributor's business for, but not limited to, the following reasons:
  - I. Violation of any terms and conditions of the Distributor 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 AVINI HEALTH business;
  - V. Engaging in unethical business practices or violating standards of fair dealing; or
  - VI. Returning an Activation Pack or over \$500 worth of products, services and/or sales tools for a refund within a twelve (12) month period.
- B. AVINI HEALTH will notify the Distributor in writing, at his or her last known home address or email address of its intent to terminate the Distributor's business and the reasons for termination.
- C. If the Distributor wishes to provide documentation to appeal Company's decision,

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Distributor must do so within three (3) business days from the date of termination notice. Company shall then make a decision on whether or not to rescind termination.

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

## 11.10 Effect of Cancellation

- A. Following a Distributor’s cancellation for inactivity or voluntary or involuntary termination (collectively, a “cancellation”) such Distributor:
  - I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Distributor’s former organization or any other payments in association with the Distributor’s former independent business;
  - II. Effectively waives any and all claims to property rights or any interest in or to the Distributor’s former Downline organization; and
  - 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 AVINI HEALTH.

## 12.0 WARRANTIES AND LIMITATIONS OF LIABILITY

### 12.1 Warranty; Disclaimer

AVINI HEALTH warrants to Distributor that the Company products as and when delivered by AVINI HEALTH shall be free from material defects. AVINI HEALTH’s sole obligation to Distributor, and Distributor’ sole and exclusive

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remedy, for breach of this warranty shall be to return any defective Company products and receive a replacement or refund as described in Section 6. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVINI HEALTH HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE COMPANY PRODUCTS, THE SALES PROGRAM, COMPANY MARKETING MATERIALS, COMPANY BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE Distributor AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON INFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

## **12.2 Limitation of Liability**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A Distributor OR AVINI HEALTH (INCLUDING ANY OF ITS RELATED PARTIES (AS DEFINED IN SECTION 14) BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE Distributor AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE COMPANY PRODUCTS, THE PROGRAM, COMPANY MARKETING MATERIALS OR COMPANY BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE Distributor OR AVINI HEALTH (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION.

## **13.0 DISCIPLINARY SANCTIONS**

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

It is the spirit of AVINI HEALTH that integrity and fairness should pervade among its Distributor, thereby providing everyone with an equal opportunity to build a successful business. Therefore, AVINI HEALTH reserves the right to impose disciplinary sanctions at any time, when it has determined that a Distributor 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 AVINI HEALTH.

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## 13.2 Consequences and Remedies of Breach

- A. Disciplinary actions may include one or more of the following:
  - I. Monitoring a Distributor's conduct over a specified period of time to assure compliance;
  - II. Issuance of a written warning or requiring the Distributor 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 AVINI HEALTH receives adequate additional assurances from the Distributor to ensure future compliance;
  - IV. Suspension from participation in Company or Distributor events, rewards, or recognition;
  - V. Suspension of the AVINI HEALTH Distributor Agreement and business for one or more pay periods;
  - VI. Involuntary termination of the Distributor's Agreement and business;
  - VII. Any other measure which AVINI HEALTH deems feasible and appropriate to justly resolve injuries caused by the Distributor's Policy violation or contractual breach;  
OR
  - VIII. Legal proceedings for monetary or equitable relief.

## 14.0 GRIEVANCES & DISPUTE RESOLUTION

### 14.1 Grievances

- A. If an AVINI HEALTH Distributor has a grievance or complaint against another Distributor regarding any practice or conduct relating to their respective AVINI HEALTH 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 AVINI HEALTH Compliance Department as outlined below in this Section.

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- B. The AVINI HEALTH Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Distributor involved.
- C. AVINI HEALTH will confine its involvement to disputes regarding AVINI HEALTH business matters only. AVINI HEALTH will not decide issues that involve personality conflicts or unprofessional conduct by or between Distributor outside the context of a AVINI HEALTH business. These issues go beyond the scope of AVINI HEALTH and may not be used to justify a Sponsor or Placement change or a transfer to another AVINI HEALTH organization.
- D. AVINI HEALTH does not consider, enforce, or mediate third party agreements between Distributor, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
  - I. The AVINI HEALTH Distributor should submit a written letter of complaint (e-mail will not be accepted) directly to the AVINI HEALTH 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 and numbers of occurrences;
    - d. Persons involved; and
    - e. Supporting documentation.
  - I. Upon receipt of the written complaint, AVINI HEALTH will conduct an investigation according to the following procedures:
    - a. The Compliance Department will send an acknowledgment of receipt to the complaining Distributor.
    - b. The Compliance Department will provide a verbal or written notice of the allegation to the Distributor under investigation. If a written notice is sent to the Distributor, he or she will have five (5) business days from the date of the notification letter to present all information relating to the incident for review by AVINI HEALTH.
    - 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

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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. Distributor calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

E. AVINI HEALTH will make a final decision and timely notify the AVINI HEALTH Distributor involved.

### 14.2 Dispute Resolution

- A. THIS PROVISION CONTAINS AN AGREEMENT THAT AFFECTS HOW CLAIMS A Distributor MAY HAVE AGAINST AVINI HEALTH, OR CLAIMS AVINI HEALTH MAY HAVE AGAINST A Distributor, WILL BE RESOLVED. THE PARTIES UNDERSTAND AND AGREE THAT THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE Distributor AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE DISTRIBUTOR AGREEMENT OR THE DISTRIBUTOR AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES’ MUTUAL AGREEMENT TO ARBITRATE CLAIMS. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UN-ENFORCEABILITY OF THE DISTRIBUTOR AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION IS UNENFORCEABLE. THE FEDERAL ARBITRATION ACT (“FAA”) SHALL GOVERN THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION WITHOUT GIVING EFFECT TO ANY STATE LAW TO THE CONTRARY.

Any controversy, claim or dispute of whatever nature arising between Distributor, on the one hand, and AVINI HEALTH and/or the Related Parties (as defined below), on the other, including but not limited to those arising out of or relating to the Distributor Agreement including these Policies and Procedures or the breach thereof, the sale, purchase or use of the AVINI HEALTH products/services, or the commercial, economic or other relationship of Distributor and Company and/or the Related Parties (for purposes of this Section, each a “party”), whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise (“Dispute”), and any Dispute as to the arbitrability of a matter under this provision, shall be settled through negotiation, mediation or arbitration, as provided herein.



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- B. Mediation. If a Dispute arises, the parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the parties involved in the Dispute may initiate negotiation by providing notice (the “Dispute Notice”) to each involved party setting forth the subject of the Dispute and the relief sought by the party providing the Dispute Notice, and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) Business Days after the Dispute Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient’s position on and recommended solution to the Dispute, designating a representative who has full authority to negotiate and settle the Dispute. Within twenty (20) Business Days after the Dispute Notice is provided, the representatives designated by the parties shall confer either in person at a mutually acceptable time and place or by telephone, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. At any time twenty (20) Business Days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any party may submit the Dispute to JAMS for mediation by providing notice of such request to all other concerned parties and providing such notice and a copy of all relevant Dispute Notices and notices responding thereto to JAMS. In such case, the parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings, and shall participate in good faith in the mediation either in person at a mutually acceptable time and place or by telephone, in accordance with the then-prevailing JAMS’s mediation procedures and this Section, which shall control.
- C. Arbitration. Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator or, for Disputes in excess of \$2 million, a panel of three arbitrators, in Florida, in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS, Inc. No party may commence Arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, as provided herein, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) Business Days after the Dispute Notice was provided to any party or such longer period as may be agreed by the parties. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as an arbitrator in the case. The parties understand and agree that if the arbitrator or arbitral panel awards any relief that is inconsistent with the Limitation of Liability provision in this Section herein, such award exceeds the scope of the arbitrator’s or the arbitral panel’s authority, and any party may seek a review of the award in the exclusive jurisdiction and venue of the courts of the State of Florida residing in the City of Parkland as AVINI HEALTH’s address is AVINI HEALTH, 1537 NW 65<sup>th</sup> Ave, Plantation, FL 33313

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Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to the Distributor Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

- D. Class Action Waiver. THE NEGOTIATION, MEDIATION OR ARBITRATION OF ANY DISPUTE SHALL BE LIMITED TO INDIVIDUAL RELIEF ONLY AND SHALL NOT INCLUDE CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR OR ARBITRAL PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION.
- E. Although the Distributor Agreement is made and entered into between Distributor and AVINI HEALTH, AVINI HEALTH affiliates, owners, Distributor, managers and employees (“Related Parties”) are intended third-party beneficiaries of the Distributor Agreement for purposes of the provisions of the Distributor Agreement referring specifically to them, including this agreement to negotiate, mediate and arbitrate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Distributor and AVINI HEALTH, and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the other parties.
- F. To the fullest extent allowed by law: (i) the costs of negotiation, mediation and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by Distributor, on the one hand, and Company and any Related Parties involved on the other, except where applicable law requires that AVINI HEALTH bear any costs unique to arbitration (which Company shall bear); and (ii) the arbitrator or arbitral panel or, in the case of provisional or equitable relief or to challenge an award that exceeds arbitral authority as described in this Section, the court, shall award reasonable costs and attorneys’ fees to the person or entity that the arbitrator, arbitral panel, or court finds to be the prevailing party; provided, however, that if fees are sought under a statute or rule that sets a different standard for awarding fees or costs, then that statute or rule shall apply.
- G. Nothing in these Policies and Procedures shall prevent AVINI HEALTH 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

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safeguard and protect AVINI HEALTH 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.

- H. Any party may seek specific performance of this section, and any party may seek to compel each other party to comply with this section by petition to any court of competent jurisdiction. For purposes of any provisional or equitable relief sought under this section, the parties consent to exclusive jurisdiction and venue in the courts of the State of Tennessee residing in the City of Franklin, or the United States District Court for the Middle District of Tennessee. The pendency of mediation or arbitration shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that mediation or arbitration is pending.
- I. ANY AMENDMENT BY AVINI HEALTH TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION SHALL ONLY TAKE EFFECT UPON A DISTRIBUTOR'S EXPRESS AGREEMENT TO SUCH AMENDMENT. A Distributor MAY INDICATE HER OR HIS AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS THAT WILL APPEAR WHEN LOGGING IN TO THE AVINI HEALTH CORPORATE WEBSITE OR, THE DISTRIBUTOR'S REPLICATED WEBSITE. AVINI HEALTH GOBAL MAY TERMINATE THE Distributor AGREEMENT OF ANY DISTRIBUTOR WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY AVINI HEALTH OR THE DISTRIBUTOR ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.

## 15.0 MISCELLANEOUS

### 15.1 Severability

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

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## 15.2 Waiver

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

## 15.3 Successors and Claims

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

## 16.0 GOVERNING LAW

The Distributor Agreement, which includes these Policies and Procedures, is to be construed in accordance with and governed by the laws of Florida, without regard to its choice of law principles, and the Federal Arbitration Act shall govern the Distributor Agreement's Dispute Resolution Agreement, which is found in Section 14 of these Policies and Procedures, without giving effect to any state law to the contrary.

## 17.0 AVINI HEALTH GLOSSARY OF TERMS

**ACTIVE Distributor:** A Distributor 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 Distributor; includes the Distributor Agreement, the AVINI HEALTH Policies and Procedures, and the AVINI HEALTH Compensation Plan, all in their current form and as amended by AVINI HEALTH in its sole discretion. These documents are collectively referred to as the "Agreement."

**CANCEL:** The termination of a Distributor's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

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

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

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

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

**ORGANIZATION:** The Distributors placed below a particular Distributor.

**OFFICIAL AVINI HEALTH MATERIAL:** Literature, audio or video tapes, and other materials developed, printed, published, and distributed by AVINI HEALTH to Distributor.

**PLACEMENT:** Your position inside your Enroller's organization.

**RECRUIT:** For purposes of AVINI HEALTH's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another AVINI HEALTH Distributor 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 AVINI HEALTH labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**Enroller:** A Distributor who enrolls a Customer, Retailer, or another Distributor into the Company, and is listed as the Enroller on the Distributor Agreement. The act of enrolling others and training them to become Distributor is called "Enrolling."

**SPONSOR:** The person directly above you in the downline tree when you're placed by your Enroller.

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

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