

# CORVIVE POLICIES AND PROCEDURES

## 1. INTRODUCTION

### POLICIES AND REWARDS PLAN INCORPORATED INTO ENDORSER AGREEMENT

These Policies and Procedures, in their present form and as amended at the sole discretion of CorVive, represent business practices which are consistent with the best interests of the company and a violation of these policies could constitute a breach of the Endorser's duties under the Endorser Agreement. Throughout these Policies and Procedures, when the term "Agreement" is used, it collectively refers to the CorVive Endorser Application and Agreement ("Application"), these Policies and Procedures, CorVive's Endorser Rewards Plan, and the CorVive Statement of Beneficial Interest Form (if applicable), and any other documents or agreements between CorVive and Endorsers. It is the responsibility of each Endorser to read, understand, adhere to and ensure that he or she is aware of, and operating under, the most current version of these Policies and Procedures. When sponsoring or enrolling a new Endorser, it is the responsibility of the sponsoring Endorser to provide the most current version of these Policies and Procedures and CorVive's Endorser Rewards Plan to the applicant prior to his or her execution of the Endorser Agreement.

### PURPOSE OF POLICIES

CorVive is a direct sales company that markets products through independent Endorsers. To clearly define the relationship that exists between Endorsers and CorVive, and to explicitly set out Endorsers' and Company's respective rights, CorVive has established the Agreement. CorVive is a global company, and laws governing business relationships vary from country to country. Whenever possible, CorVive attempts to achieve uniformity in how it does business across the globe, but where local law requires changes, those changes are outlined in a country-specific addendum. If you do business in a country requiring local changes, your Agreement with CorVive will be modified as stated in the country addendum and any such changes are incorporated herein by this reference. Country indexes (as added) are included at the end of these Policies and Procedures.

CorVive Endorsers are required to comply with the terms of the Agreement as a condition of doing business with the Company. To protect CorVive's good name and reputation, CorVive also requires that its Endorsers abide by all federal, provincial, territorial and local laws governing their CorVive business and their conduct in relation to it. As detailed below, CorVive Endorsers are not employees of CorVive; they are independent contractors. These Policies and Procedures are designed to clearly outline the contractual terms and conditions for doing business between CorVive and Endorsers, but they do not govern an Independent Endorser's day-to-day business affairs. Rather, these Policies and Procedures govern the protection of CorVive intellectual property rights (including use of Trademarks and other marketing intangibles) and establish Endorsers' and Company's respective rights where necessary to protect the mutual business interests of both CorVive and Independent Endorsers.

CorVive attempts to create a turn-key business opportunity for its Endorsers, empowering Endorsers to operate successful independent businesses without having to incur the costs of stockpiling inventory, managing employees, or having to invent safe and innovative products to sell. Still, the success of Endorsers will depend upon their own abilities to communicate clearly and effectively, their strong work ethic, and their integrity in dealing with others. Success of Endorsers will also depend on becoming familiar with the terms and conditions under which they are allowed to sell CorVive products, use CorVive trademarks, and otherwise take advantage of what CorVive offers to its Endorsers. Being thoroughly familiar with these Policies and Procedures will help Endorsers abide by the terms of their Agreement but will also help them succeed in the marketplace.

### CHANGES TO THE AGREEMENT

Federal, provincial, territorial and local laws, as well as business environments, periodically change. CorVive reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By signing the Endorser Agreement, an endorser agrees to abide by all amendments or modifications that CorVive elects to make. Amendments shall be effective upon notice to all Endorsers that the Agreement has been modified.

Notification of amendments shall be published via Endorser's backoffice. The Company shall provide or make available to all Endorsers a complete copy of the amended provisions by one or more of the following

methods: (1) posting on the Company's official website([www.CorVive.com](http://www.CorVive.com)); endorser must login to view documents (2) electronic mail (e-mail); (3) fax-on-demand; (4) voice mail system broadcast; (5) inclusion in Company periodicals; (6) inclusion in product orders or bonus checks; or (7) special mailings. The continuation of an endorser's CorVive business or an endorser's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

#### DELAYS

CorVive shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, flood, death, curtailment of a party's source of supply, or government decrees or orders.

#### POLICIES AND PROVISIONS SEVERABLE

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.

#### WAIVER

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

The existence of any claim or cause of action of an endorser against CorVive shall not constitute a defense to CorVive's enforcement of any term or provision of the Agreement.

## 2. BECOMING AN ENDORSER

### 2.1 REQUIREMENTS TO BECOME AN ENDORSER

To become a CorVive Endorser, each applicant must:

- A) Be at least 18 years of age;
- B) Reside in a country in which the Independent Endorser may sell CorVive products or otherwise participate in the CorVive business opportunity in compliance with local law; currently CorVive is only operating in the United States of America
- C) Have a valid EIN or Social Security Number (if applicable);
- D) Complete and submit W-9 located in back office prior to any withdrawals of funds and/or before the calendar year in which enrollment occurred.
- E) Submit a properly completed and accepted Endorser Application to CorVive.(through [www.CorVive.com](http://www.CorVive.com))

### 2.2 NEW ENDORSER ENROLLMENT

Where local law allows, CorVive provides an exceptionally smooth and efficient way for Endorsers to enroll. An applicant may enroll online at CorVive's mobile optimized website ([www.CorVive.com](http://www.CorVive.com)) or at the personal CorVive website of his or her Sponsor; It's that easy!

Please see details about our Privacy Policy and how we safeguard your personal information at [www.CorVive.com/privacy](http://www.CorVive.com/privacy)

The Company reserves the right to reject any applications for a new Endorser or applications for renewal (including automatic renewals described below).

### 2.2.1 ADDITION OF CO-APPLICANTS

When adding a co-applicant (either an individual or a business entity) to an existing CorVive business, the Company requires both an online request as well as a properly completed Endorser Application containing the applicant and co-applicant's Business Numbers (as applicable) and signatures.

### 2.3 NO PRODUCT PURCHASE REQUIRED

There is no product purchase requirement to become an endorser or to enter, maintain, or advance in the Rewards Plan. Any products Endorsers choose to purchase, including the Endorser Kit, may be returned for refund under the terms of the "Endorser Buy-Back Policy," below. Any products Endorsers choose to purchase in connection with becoming an endorser are optional. See below for payment information.

### 2.4 ENDORSER BENEFITS

Once an Endorser Application has been accepted by CorVive, the full benefits of the Endorser Agreement are available to the new Endorser. These benefits include the right to:

- A) Buy CorVive products for resale and profit from these sales;
- B) Participate in CorVive's Rewards Plan;
- C) Sponsor other individuals as Customers or Endorsers into the CorVive business;
- D) Receive periodic CorVive literature and other CorVive communications;
- E) Participate in CorVive-sponsored support, service, training, motivational and recognition functions (additional charges may apply); and
- F) Participate in promotional and incentive contests and programs sponsored by CorVive for Endorsers.
- G) Have access to the CorVive Endorser Marketing System (including but not limited to the CorVive Endorser APP) to accompany your business. (See plan details below)

### 2.5 CORVIVE ENDORSER MARKETING SYSTEM

The CorVive Endorser Marketing System represents a significant investment into the tools available to CorVive Endorsers to manage and build their respective businesses, including the CorVive Endorser APP. Each Endorser will be charged monthly based on the account's Endorser Plan. The \$25 Endorser Plan will be charged to the Endorser's default method of payment (credit card on file or commission ledger account) monthly.

## 2.6. INACTIVITY AND CANCELLATION

### 2.6.1 EFFECT OF CANCELLATION

So long as an endorser remains Active and complies with the terms of the Endorser Agreement including these Policies and Procedures and the CorVive Endorser Marketing System, CorVive shall pay commissions earned through sales activities to such Endorser in accordance with the Rewards Plan. An Endorser's bonuses and commissions constitute the entire consideration for the Endorser's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an endorser's non-renewal of his or her Endorser Agreement, or voluntary or involuntary cancellation or termination of his or her Endorser Agreement (all of these methods are collectively referred to as "cancellation"), the former Endorser shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. An endorser whose business is cancelled will permanently lose all rights as an endorser.

This includes the right to sell CorVive products and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Endorser's former downline sales organization. In the event of cancellation, Endorsers agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following an endorser's cancellation of his or her Endorser Agreement, the former Endorser shall not hold himself or herself out as a CorVive Endorser and shall not have the right to sell CorVive products. An endorser whose Endorser Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was Active prior to cancellation (less any amounts withheld during an investigation).

preceding an involuntary cancellation).

#### 2.6.2 CANCELLATION FOR BREACH OF AGREEMENT

An endorser's violation of any of the terms of the Agreement, including any amendments that may be made by CorVive in its sole discretion, may result in any of the sanctions listed in Section 17.1, including the involuntary cancellation of his or her Endorser Agreement. Notice will be made through the Endorser's backoffice login and/or email communication from the CorVive Compliance department.

#### 2.6.3 VOLUNTARY CANCELLATION

Endorsers have the right to cancel their Agreement at any time, regardless of reason. Cancellations must be requested through CorVive's online chat support team or must be submitted in writing to the Company at [support@corvive.com](mailto:support@corvive.com).

#### 2.6.4 NON-RENEWAL

An endorser may also voluntarily cancel his or her Endorser Agreement and transition to a customer by electing not to pay the CorVive Marketing System monthly plan. The Company may also elect not to renew an endorser's Agreement upon its anniversary date.

#### 2.6.5 POST CANCELLATION WAITING PERIOD

An Endorser that cancels his or her Endorser Agreement must wait no less than 6 months from the date of cancellation before submitting a new Endorser Agreement if they wish to sign up again, however, the Company may, at its sole discretion, elect not to allow an endorser to enroll again based on negative history and/or previous issues or disciplinary action with CorVive.

### 2.7. ROLL-UP OF MARKETING ORGANIZATION

When a vacancy occurs in a Marketing Organization due to the termination of a CorVive business, each Endorser in the first level immediately below the Endorser's whose business has been terminated on the date of the cancellation will be compressed for commission purposes, to the first level ("front line") of the terminated Endorser's sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates his/her business, C1, C2, and C3 will "roll-up" to A and become part of A's first level.

2.7.1 If an Endorser downgrades their account to Preferred Customer or Customer they maintain their personally sponsored customers.

## 3. BUSINESS ENTITIES

3.1 A corporation, partnership, Limited liability company (LLC) or trust (collectively referred to in this section as a "Business Entity") may apply to be a CorVive Endorser by submitting its Certificate of Incorporation, Certificate of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the "Entity Documents") to CorVive, along with a properly completed Statement of Beneficial Interest Form. When an endorser enrolls online, the Entity Documents and Statement of Beneficial Interest Form must be submitted to CorVive within 30 days of the online enrollment. (If not received within the 30-day period, the Endorser Agreement will automatically terminate.) A CorVive business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another.

3.2 The Statement of Beneficial Interest Form must be signed by all of the shareholders, members, endorsers or trustees. Members or owners of the entity act as personal guarantors of the Business Entity in relation to CorVive and are thus jointly and severally liable for any indebtedness or other obligation to CorVive.

#### 3.3 IDENTIFICATION

All Endorsers that are corporate entities are required to provide their EIN to CorVive on the Endorser Application. Upon enrollment, CorVive will provide a unique Endorser Identification Number to the Endorser by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses.

### 3.4 CHANGES IN THE OWNERSHIP OF AN ENDORSER ACCOUNT

#### 3.5 Succession Upon Death or Incapacity

In the unlikely event of the death of an Endorser, the Agreement and an Endorser's rights therein shall pass to his/her lawful heir(s) as provided by law so long as the heir otherwise qualifies to be an Endorser. Corvive will do everything we can to support the grieving parties during this process. However, Corvive will not recognize such transfer until the heir has submitted a completed business transfer form to Corvive reflecting the new ownership, together with a certified copy of the death certificate and a lawful will or trust or court order designating the lawful heir. Upon satisfaction to the Company that a transfer is appropriate, the Endorser account shall be transferred to the heir. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other Endorser.

#### 3.6 Beneficial Interest

The transfer of an Endorser account in this subsection is subject to the Beneficial Interest policies in section 3.3, except that an heir who is the transferee and already an Endorser may elect which Endorser account to operate. The election must be made within 30 days of notifying Compliance. Upon notification, Compliance will terminate the Endorser account not elected.

#### 3.7 Companies

Where an Endorser is a company, and that company's sole owner dies, and unless adjudicated otherwise by a court, the transfer of the company's Endorser account to the heir(s) lawfully entitled to the interest in the company shall be pursuant to section 4.1.1. 18

#### 3.8 Incapacitation

If an Endorser is incapacitated and cannot operate his/her Endorser account, the Company will recognize the Endorser's authorized agent to operate the Endorser account during the incapacity. To do so, the authorized agent must provide satisfactory proof of the Endorser's incapacity and satisfactory proof of his authority to act for the incapacitated Endorser (e.g., a durable or springing power of attorney) that is authentic and which the Company can verify as lawful.

#### 3.9 Divorce or Dissolution

During the pendency of divorce or entity dissolution, both parties must adopt one of the following methods of operation:

1. One of the parties may, with written consent of the other(s) and with Corvive, operate the Corvive Endorser account, agreeing to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee; or
2. The parties may continue to operate the Corvive Endorser account jointly on a business-as-usual basis, whereby all compensation paid by Corvive will be paid in the same manner it was paid prior to the pending divorce or dissolution.

#### 3.10 Commission Payments

Corvive will not split Commissions between divorcing spouses or members of a dissolving entity, but will pay earnings in the usual manner. In the event that parties of a divorce or a dissolution proceeding are unable to resolve a dispute over the disposition of Commissions and ownership of the Endorser account, the Endorser Agreement and payments shall not change until ordered by a court of competent jurisdiction. Recognition and awards will be conducted by the Company according to the past practice for the Endorser, unless extra-ordinary circumstances require a different approach, which shall be determined in the sole discretion of the Company.

#### 3.11 6-Month Waiting Rule.

If a former spouse has completely relinquished all rights in the Endorser account in a divorce and pursuant to the divorce decree, he/she must wait the six (6) calendar months before applying. The



Company may waive all or some of the waiting period, at its sole discretion. In the case of a legal entity dissolution, those holding a Beneficial Interest in the legal entity must wait six (6) calendar months from the date of the final dissolution before re-enrolling as an Endorser. In either case, however, the former spouse or business affiliate shall have no rights to any Endorsers in his/her former organization or to any former Customer and must develop the new business in the same manner as would any other new Endorser.

### 3.12 Transfers Involving a Spouse or a Closely Held Company

**3.12.1 Individuals.** An Endorser who is an individual may transfer his/her interest (and the spouse's interest, if applicable) to a legal entity that is one hundred percent (100%) held by one or both spouses. (Example: Mr. A is the sole name on a Endorser account. He may transfer his rights to XYZ, LLC if he (and his wife) is the sole shareholder, officer, or director of XYZ, Inc.)

**3.12.2 Company.** An Endorser that is a legal entity and one hundred percent (100%) owned by an individual and/or his spouse may transfer its interest to the individual and/or the spouse. Example: XYZ, Inc. is one hundred percent (100%) owned by Mr. A. The Endorser account is in the name of XYZ, Inc. XYZ, Inc. may transfer its interest to Mr. A (and to Mrs. A, on the same account).

**3.13 Transfer Requirements.** To accomplish a transfer, the Endorser must submit an amended Endorser Application and,

if adding a spouse, a copy of their marriage certificate.

if removing a spouse, a notarized copy of the signatures of both spouses authorizing the removal;

if transferring to a legal entity, a certificate of good standing from the state of organization and a copy of its charter documents showing all the interest holders and management; or

if transferring from a legal entity to the individual and/or individual and spouse, an authorizing statement signed by an officer or director of the legal entity and signed by the individual (and spouse, if applicable).

**3.14 Change in Form of a Legal Entity.** An Endorser that is a legal entity and desires to change to another type of legal entity may do so as long as the Beneficial Interests in the legal entity do not change. All Beneficial Interest holders of the former legal entity must confirm with a notarized or other form of authenticated signature that they agree to the change. Also, an amended Endorser Agreement must be submitted by the new legal entity with a notarized resolution of the new legal entity that it assumes the Agreement and all existing liabilities it may have with us. A processing fee will be charged (see Appendix A). Members of the former entity are jointly and severally liable for any indebtedness or other obligation to Corvive.

**3.15 Limitations.** Changes within the scope of subsections XXX, and X shall not include a change of Sponsorship and, if the change involves a change in the Beneficial Interest of an Endorser account, the change is subject to the right of first refusal (RFR) rule.

### 3.16 Transfer or Sale of an Endorser account

Corvive discourages the sale of Endorser accounts, the transfer of partial interests in Endorser accounts, and the practice of partnering as a subterfuge for transferring interest. If an Endorser wishes to sell, transfer, or assign (hereinafter in this section "transfer") his/her whole or partial interest in a Corvive Endorser account, then,

A) the transfer is subject to the Right of First Refusal (RFR) rules in section; and

B) no changes in line of Sponsorship can result from the transfer; and

C) the selling Endorser may not reapply to become an Endorser under another Sponsor for a period of not less than six (6) months after the sale occurs; and

D) if approved, the buying Endorser must submit a new Endorser Application and Agreement along with a completed Transfer Form according to the instructions on the form.

#### 3.16.1 Companies.

Changes in the Beneficial Interest holders of a legal entity, whether by addition or replacement (but not removal or resignation) of a shareholder, director, officer, manager or member, are deemed to be a transfer of interest and are therefore subject to the right of first refusal (RFR) procedures.

#### 3.17 Reserved Rights.

Notwithstanding anything herein to the contrary, any transfer of a Sponsor or downline Endorser(s) from his or her current position will only be made if Corvive deems it to be in the best interests of its business, as determined by Corvive in its sole discretion.

#### 3.18 Right of First Refusal (RFR)

All offers for the sale or transfer of ownership of an Endorser account are subject to the rights of first refusal as described herein, except that it shall not apply to transfers made pursuant to sections 3.5, 3.8, and 3.12.

**Procedures.** If an Endorser receives a Good Faith Offer (as hereinafter defined) to purchase his/her interest in an Endorser account, the Endorser shall first offer to sell such interest to Corvive on the same terms and conditions contained in the Good Faith Offer. The Endorser shall deliver the Good Faith Offer in writing to Corvive, and Corvive shall have fifteen (15) business days in which to accept the offer. A "Good Faith Offer" is an arm's length written offer to purchase the Endorser account rights and obligations by a Person that is not an Endorser, which Corvive, in its sole discretion, determines to be a legitimate offer. Evidence of a legitimate offer may include, but is not limited to, cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such Endorser account rights and obligations.

**3.19 Compliance Department Approval.** The seller and buyer must submit the following to the Compliance Department for review and approval i) a fully signed purchase and sale agreement between the buyer and seller; ii) a completed and signed Endorser Application and Agreement from the Buyer; and iii) a completed Sales/Transfer form. The Compliance Department will, in its sole and absolute discretion, approve or deny the sale, transfer or assignment within 5 (five) business days after its receipt of all necessary documents from the parties.

If the seller transfers or attempts to transfer his or her Endorser account upon terms different than those set forth in the offer to Corvive, such transactions shall be voidable at Corvive's option. Further, if the parties fail to obtain Corvive's approval for the transaction, Corvive may refuse to recognize the transaction.

## 4. OPERATING A CORVIVE BUSINESS

### 4.1 ADHERENCE TO THE AGREEMENT

Endorsers must adhere to the terms of the Agreement, including these Policies and Procedures. In order for the Company to protect its intellectual property rights, Endorsers are prohibited from offering the CorVive opportunity through, or in combination with, any other system, program, or method of marketing that is inconsistent with or in violation of those specifically set forth in the Agreement. Endorsers shall not require or encourage other current or prospective Customers or Endorsers to participate in CorVive in any manner that varies from the terms of the Agreement. Endorsers shall not require or encourage other current or prospective Customers or Endorsers to execute any agreement or contract other than the official CorVive Endorser Application (Agreement) and contracts in order to become a CorVive Endorser. Similarly, Endorsers shall not require or encourage other current or prospective Customers or Endorsers to make any purchase from, or

payment to, any individual or other entity to participate in CorVive's Rewards Plan.

#### 4.2 NON-DISPARAGEMENT AND NON-GOSSIP

You may not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about:

The Company;

- its Products, or commercial activities;
- other Persons directly or indirectly associated with CorVive;
- other companies (including competitors);
- or other companies' products, services, or commercial activities.

Any Endorser who engages in gossip or related damaging behaviors can face disciplinary actions up to and including termination of their endorser contract.

#### 4.3 ADVERTISING and WEB

4.3.1 CorVive Endorsers are allowed to use CorVive trademarks, brands, business models, and other intellectual property only according to a limited license described in the Agreement. Accordingly, all Endorsers are required to safeguard and promote the good reputation of CorVive and its products as a condition of being an endorser. Furthermore, the marketing and promotion of CorVive, the CorVive opportunity, CorVive's Rewards Plan and CorVive products must comply with the Agreement and should be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

4.3.2 Any activity or material that promotes CorVive products or the CorVive business opportunity must utilize only the sales aids and support materials produced or approved by CorVive (and approval of activities or materials can be withheld for any reason). In addition to the legal issues involved with protecting CorVive's intellectual property rights, strict adherence to these rules helps protect CorVive's Endorsers as well. CorVive has carefully designed products, product labels, a Rewards Plan and business models, and promotional materials to ensure that each aspect of the CorVive business opportunity is fair, truthful, substantiated, and complies with the vast and complex requirements of federal, state and local laws. Endorsers who attempt to develop their own sales aids and promotional materials (including Internet advertising), notwithstanding their integrity and good intentions, may unintentionally violate any number of statutes or regulations affecting the Company as well as fellow Endorsers.

4.3.3 Endorsers who violate Company intellectual property rights, produce unapproved sales and marketing aids (including Internet advertising), make improper Health Claims or Product Claims regarding CorVive products or Earnings Representations (as defined in section 9 below), or otherwise breach the Agreement may have their Agreement with CorVive terminated (described more fully in Section 4.6 below), as well as expose themselves to civil charges from the Company or third parties or to civil or criminal charges from government authorities.

4.3.4 Sharing of CorVive videos and materials through social media is highly encouraged, provided the original video or materials are used in their entirety. Endorsers may not edit and represent as their own, Company produced videos or marketing materials without permission from CorVive.

#### 4.3.5 ENDORSER WEBSITES

If an endorser desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company's replicated website program (where available). This program permits Endorsers to advertise on the Internet and to choose from among a variety of home page designs that can be personalized with the Endorser's message and the Endorser's contact information. These websites seamlessly link directly to the official CorVive website giving the Endorser a professional presence on the Internet. No Endorser may independently design a website that uses the names, logos or product descriptions of CorVive or otherwise promotes (directly or indirectly) CorVive products or the CorVive opportunity. Endorsers may not use ads on the Internet that make product or income claims which are ultimately associated with CorVive products, the CorVive opportunity, or CorVive's Rewards Plan, except in compliance with sections below. The use of any other Internet website or web page (including without limitation auction sites such as eBay) to in any way promote the sale of CorVive products, the CorVive opportunity, or the Rewards Plan is a breach of the



Agreement and may result in any of the consequences set forth in Section 33.

4.3.6 CorVive allows Endorsers to advertise on the Internet and on their own personal websites, provided they comply with all related requirements under the Agreement, including, without limitation, the restrictions on Earnings Representations in section 9 below. All use, including internet use, of CorVive trademarks, logos, or other intellectual property must comply with CorVive policies and must be approved by CorVive prior to use.

Endorser personal websites may not be published on the Internet prior to receiving approval from the CorVive Compliance Department. Once a website has been approved by CorVive, any alteration of the site or its contents without prior written approval from CorVive may, at CorVive's discretion, result in termination of the Agreement. The use of any material that, in CorVive's sole discretion, is deemed to be pornographic, discriminatory, or otherwise offensive is strictly prohibited and will subject the Endorser's Agreement to immediate termination. Links from a web page containing information concerning CorVive or its products to a page containing such inappropriate information will also subject Endorser's Agreement to immediate termination. In order to approve an endorser website, CorVive requires an electronic copy including all sourced HTML and supporting assets. Electronic copies must be submitted directly to CorVive Compliance. Once the site has been received by Compliance the site will be converted to a PDF, denoting all required changes to be made.

#### 4.3.7 CORVIVE WEBSITE POLICIES INCLUDE THE FOLLOWING:

##### Distinction Between Independent Endorser Website and CorVive Corporate Website

##### 1. Verbiage and Claims

##### 2. The website may not claim to be an "official" or "approved" site.

- a. When using the name CorVive in text, always capitalize the letters C and the first V. Individual Endorser websites should follow this style.
- b. Buried codes and metatags may not make any explicit or implicit medical claims or use words that refer to illness or diseases, further to the restrictions on Health Claims and Product Claims in section 8 below.
- c. The website must comply with CorVive's Non-disparagement policy (Section 3.2). This includes, but is not limited to, claims that may indirectly disparage other Endorsers, such as "only legitimate" or "only certified" Endorser.
- d. The website must have a header and footer on each page with the words "Independent Endorser" prominently displayed.
- e. Endorser's personal website may not be an exact copy of CorVive's Company website and must be visually distinguishable.

#### 4.3.8 CORVIVE TRADEMARKS AND BUSINESS DOCUMENTS

The website must have a header and footer on each page with the sentence "CorVive™, Cor™, are trademarks of CorVive, LLC and/or its affiliates." (Endorsers need to reference only those trademarks that actually appear on the site). The site only needs to reference the first time that a trademarked term is used on each page.

All use of trademarks, in any form, in Internet web site URL's and domain names is prohibited without the prior written consent of CorVive. This includes but is not limited to the CorVive trademarks such as CorVive™,, either individually or in combination with other words. Endorsers may not use CorVive trademarks, trade names, logos, or copyrighted material without the prior written consent of CorVive.

All use of trademarks, in any form, in buried codes and metatags, is prohibited without the prior written consent of CorVive, as with all other trademark usage.

The website may not contain PDF forms of CorVive business documents. Endorsers may view and print CorVive business documents from the company's official website, [www.CorVive.com](http://www.CorVive.com)

#### 4.3.9 OPERATIONS OF AN INDEPENDENT ENDORSER WEBSITE.

Endorsers may not sell CorVive products on Internet sites, including but not limited to online malls, online auctions, online stores, or virtual shopping sites. Such sites are considered to be retail or service establishments by CorVive, based on the Commercial Outlets policy. Personal Endorser websites are not considered retail or service establishments when the sites are privately owned by CorVive Endorsers and when the products sold on the sites are limited to the personal products of the website owner.

#### 4.3.10 LINKS

Endorser websites may link a page about CorVive products to a home page, which contains multiple products for sale or advertisement. Both the CorVive product page and the home page must comply with CorVive's advertising policies as set out in these Policies and Procedures and must be approved by CorVive. The CorVive product page itself must advertise only CorVive products and not link to any of the other products. CorVive reserves the right to deny sites that portray CorVive products in a comparatively unfavorable way. CorVive also reserves the right to deny approval of placing CorVive products on a home page with products or services of a questionable or offensive nature.

Endorser websites may not be linked to any website that CorVive deems to be of questionable or offensive nature. Also, the Endorser website may not link to sites that contain curative or income claims in connection with CorVive trademarks.

Endorser websites must link to the company's website at [www.CorVive.com](http://www.CorVive.com) and may link to other sites that have been approved by the CorVive Compliance Department.

#### 4.3.11 DOMAIN NAMES & EMAIL ADDRESSES

Endorsers may not use or attempt to register any of CorVive's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. Nor may Endorsers incorporate or attempt to incorporate any of the Company's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, into any electronic mail address.

#### 4.3.12 TRADEMARKS & COPYRIGHTS

CorVive will not allow the use of its trade names, trademarks, designs or symbols by any person, including a CorVive Endorser, without its prior, written permission. Endorsers may not produce for sale or distribution any recorded Company events and speeches without written permission from CorVive nor may Endorsers reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. The name of CorVive and other names as may be adopted by CorVive are proprietary trade names, trademarks and service marks of CorVive. As such, these marks are of great value to CorVive and are supplied to Endorsers for their use only in an expressly authorized manner. Use of CorVive name on any item not produced by the Company is prohibited except as follows:

Endorser's Name, Independent CorVive Endorser

All Endorsers may list themselves as an "Independent CorVive Endorser" in the white or yellow pages of the telephone directory under their own name. No Endorser may place telephone directory display ads using CorVive's name or logo. Endorsers may not answer the telephone by saying "CorVive", "CorVive International" or in any other manner that would lead the caller to believe that he or she has reached corporate offices of CorVive.

### 4.4 MEDIA AND MEDIA INQUIRIES

Endorsers must not attempt to respond to media inquiries regarding CorVive or its products. All inquiries by any type of media must be immediately referred to CorVive's Legal Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

### 4.5 EMAIL AND SPAMMING

Endorsers may not use mass e-mail distribution, unsolicited e-mail, or "spamming" relative to the operation of their independent CorVive businesses. Any email sent by Endorsers promoting CorVive, its products, its Rewards Plan or any aspect of the Company, or using trademarks or intellectual property of CorVive or its

affiliates must meet the following requirements:

1. There must be a functioning return email address to the sender.
2. There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
3. The email must include the Endorser's physical mailing address.
4. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
5. The use of deceptive subject lines and/or false header information is prohibited.
6. The making of any unauthorized claims (see Addendum A.3 and A.4) is prohibited.
7. All opt-out requests, whether received by email or regular mail, must be honored within two (2) business days.
8. Emails must only be sent to recipients who have given consent to the collection, use, and disclosure of their email for the purposes of receiving information about CorVive, the CorVive business opportunity, or CorVive products and services.

## 4.6 UNAUTHORIZED CLAIMS

### 4.6.1 HEALTH CLAIMS

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties ("Health Claims") of any products offered by Company may be made except those specific claims contained in official Company literature. Such claims may only be repeated or republished in exactly the same format as that published by Company and the claim must be republished in its totality. "Health Claims" includes any claim that Company products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases, or that Company products are manufactured, sold or represented for use in (a) the diagnosis, treatment, mitigation or prevention of a disease, disorder or abnormal physical state or its symptoms in humans; (b) restoring or correcting organic functions in humans; or (c) modifying organic functions in humans, such as modifying those functions in a manner that maintains or promotes health. Such statements can be perceived as medical, drug claims, or natural health product claims. Not only would such claims breach Company Policies and Procedures, but they potentially violate federal and provincial laws and regulations, including the federal Food and Drugs Act.

### 4.6.2 PRODUCT CLAIMS

Endorsers may not make any other product claims or representations regarding Company products except those that are specifically contained in official Company literature. Such claims or representations may only be repeated or republished in exactly the same format as that published by the Company and the claim must be republished in its totality. In particular, no Endorser may make any claim or representation ("Product Claims") regarding the following: (1) the performance, efficacy or life of Company products or services; (2) the testing of Company products or services; (3) testimonials or endorsements of Company products or services; and (4) any matter that would be false or misleading in a material respect. Not only would such Product Claims breach Company Policies and Procedures, but they potentially violate federal and state or provincial laws and regulations, including the federal Competition Act.

## 4.7. EARNINGS REPRESENTATIONS

CorVive strictly prohibits Endorsers from making representations relating to compensation ("Earnings Representations") under the Rewards Plan, whether to a prospective Endorser or otherwise. Without limiting the generality of this prohibition, and because Endorsers do not have the data necessary to comply with the legal requirements for making income claims or other earnings or lifestyle representations, an endorser, when

presenting or discussing the CorVive opportunity or Rewards Plan to a prospective Endorser, shall be strictly prohibited from, and shall not make or imply directly or indirectly, any verbal, physical, electronic or other income claims or earning or lifestyle representations, including income projections, improved lifestyle claims, hypothetical income examples or disclosures regarding an endorser's own CorVive business income.

## 4.8 INDEMNIFICATION

An endorser is fully responsible for all of his or her verbal and/or written statements made regarding the products, services, and the Rewards Plan that are not expressly contained in official Company materials, and the Endorser agrees to indemnify CorVive against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the Endorser that are outside the scope of the Agreement. The provisions of this section survive the termination of the Agreement.

## 4.9 COMMERCIAL OUTLETS

CorVive strongly encourages the retailing and selling of its products through person-to-person contact. In an effort to reinforce this method of marketing and to help provide a standard of fairness for its Independent Endorser base, Endorsers may not display or sell CorVive products or literature in any retail or service establishment. CorVive will permit Endorsers to solicit and make commercial sales upon prior written approval from the Company. For the purposes of these Policies and Procedures, the term "commercial sale" means the sale of: a) CorVive products that equal or exceed \$14.95 or more in a single order; and b) To a third party who intends to resell the products to an end consumer.

### 4.9.1 TRADE SHOWS, EXPOSITIONS AND OTHER SALES FORUMS

Endorsers may display and/or sell CorVive products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Endorsers must contact the Endorser Services Department in writing for conditional approval, as CorVive's policy is to authorize only one CorVive business per event. Final approval will be granted to the first Endorser who submits an official advertisement of the event, and a satisfactory request to display at the event. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Endorser Services Department. CorVive further reserves the right to refuse authorization to participate at any function, which it does not deem a suitable forum for the promotion of its products or the CorVive opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image CorVive wishes to portray.

## 5. CONFLICTS OF INTEREST

### 5.1 NON-SOLICITATION

CorVive Endorsers may participate in other direct selling or network marketing or multilevel marketing ventures (collectively "network marketing") only until such time as an endorser reaches the COR12 level, and Endorsers may engage in selling activities related to non-CorVive products and services if they desire to do so. The term "participate in" includes, but is not limited to, acting in an individual capacity, or being in a partnership, joint venture, LLC, or any other business entity which provides direct selling or network marketing or multilevel marketing services other than as a CorVive Endorser. However, if an endorser elects to participate in another network marketing opportunity, in order to avoid conflicts of interest and loyalties, Endorsers are prohibited from Unauthorized Recruiting, which includes the following:

5.1.1 During the term of this Agreement, any actual or attempted recruitment or enrollment of CorVive Endorsers for other network marketing business ventures, either directly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of other network marketing business ventures to any CorVive Endorser, or implicitly or explicitly encouraging any CorVive Endorser to join other business ventures. Because there is an extreme likelihood that conflicts will arise if an endorser operates two network marketing programs, it is the Endorser's responsibility to first determine whether a prospect is a CorVive or Endorser before recruiting or enrolling the prospect for another network business venture.

5.1.2 For a period of six months following the termination of an endorser's Agreement, the former Endorser may not recruit any CorVive Endorser for another network marketing program.

5.1.3 Producing or offering any literature, tapes or promotional material of any nature for another network

marketing business which is used by the Endorser or any third person to recruit CorVive Endorsers for that business venture;

5.1.4 Selling, offering to sell, or promoting any competing non-CorVive products to CorVive Endorsers. Any product in the same generic category as a CorVive product is deemed to be competing; e.g. Any dietary supplement is in the same generic category as CorVive's dietary supplements, and is therefore a competing product, regardless of differences in cost, quality, ingredients or nutrient content.

5.1.5 Offering CorVive; products or promoting CorVive's Rewards Plan, in conjunction with any non-CorVive products, services, business plan, opportunity or incentive; or

5.1.6 Offering any non-CorVive products, services, business plan, opportunity or incentive at any CorVive meeting, seminar, launch, convention or other CorVive function, or immediately following such event.

5.1.7 CorVive may, at CorVive's sole and exclusive discretion and upon notice to a CorVive Endorser, (i) waive or make less restrictive, in whole or in part, the requirements of this Section 5.1 as to such CorVive Endorser and (ii) may cease such waiver or lesser restriction.

## 5.2 Downline Activity (genealogy) Reports

Downline Activity Reports are available for Endorser access and viewing at CorVive's official website.

Endorser access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to CorVive. Downline Activity Reports are provided to Endorsers in strictest confidence and are made available to Endorsers for the sole purpose of assisting Endorsers in working with their respective Downline Organizations in the development of their CorVive business. Endorsers should use their Downline Activity Reports to assist, motivate and train their downline Endorsers. The Endorser and CorVive agree that, but for this agreement of confidentiality and nondisclosure, CorVive would not provide Downline Activity Reports to the Endorser. An endorser shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

5.2.1 Directly or indirectly disclose any information contained in any Downline Activity Report to any individual, partnership, association, corporation or other entity;

5.2.2 Directly or indirectly disclose, to any individual, partnership, association, corporation or other entity, the password or other access code to his or her Downline Activity Report;

5.2.3 Use the information contained in any Downline Activity Report to compete with CorVive or for any purpose other than promoting or supporting his or her CorVive business; or

5.2.4 Recruit or solicit any Endorser or Customer listed on any Downline Activity Report, or in any manner attempt to influence or induce any CorVive Endorser or Customer to alter their business relationship with CorVive.

5.2.5 Upon demand by the Company, any current or former Endorser will return the original and all copies of Downline Activity Reports to the Company.

## 5.3 TARGETING OTHER DIRECT SELLERS

CorVive does not condone Endorsers specifically or consciously targeting the sales force of another direct sales company to sell CorVive products or to become Endorsers for CorVive, nor does CorVive condone Endorsers solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Endorsers engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an endorser alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, CorVive will not pay any of Endorser's defense costs or legal fees, nor will CorVive indemnify the Endorser for any judgment, award or settlement.

## 5.4 CROSS-SPONSORING

Actual or attempted cross sponsoring is strictly prohibited. "Cross Sponsoring" is defined as the enrollment of an individual who or entity that already has a current Customer or Endorser Agreement on file with CorVive, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBA's, assumed names, corporations, partnerships, trusts, federal ID numbers or fictitious ID numbers to circumvent this policy is prohibited. Endorsers shall not demean, discredit or defame other CorVive Endorsers in an attempt to entice another Endorser to become part of the first Endorser's marketing organization. This policy shall not prohibit the transfer of a CorVive business in accordance with Section 22.

5.4.1 If Cross Sponsoring is discovered, it must be brought to the Company's attention immediately. CorVive



may take appropriate action against the Endorser that changed organizations and/ or those Endorsers who encouraged or participated in the Cross Sponsoring. CorVive may also move all or part of the offending Endorser's downline to his or her original downline organization if the Company deems it equitable and feasible to do so. However, CorVive is under no obligation to move the Cross Sponsored Endorser's downline organization, and the ultimate disposition of the organization remains within the sole discretion of CorVive. Endorsers waive all claims and causes of action against CorVive arising from or relating to the disposition of the Cross Sponsored Endorser's downline organization.

## 5.5 ERRORS OR QUESTIONS

If an endorser has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports or charges, the Endorser must notify CorVive in writing within 60 days of the date of the purported error or incident in question. CorVive will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

## 5.6. EXCESS INVENTORY PURCHASES PROHIBITED

CorVive strictly prohibits the supply of a product or services to Endorsers or prospective Endorsers in amounts that are commercially unreasonable. Endorsers are not required to carry inventory of products or sales aids. Endorsers who do so may find making retail sales and building a marketing organization somewhat easier because of the decreased response time in fulfilling customer orders or in meeting a new Endorser's needs. Each Endorser must make his or her own decision with regard to these matters. To ensure that Endorsers are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to CorVive pursuant to the Endorsers Buy-Back Guarantee.

CorVive strictly prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for commissions, bonuses or advancement in the Rewards Plan. Endorsers may not purchase more inventory than they can reasonably resell or consume in a month nor may they encourage others to do so. Endorsers are prohibited from purchasing more than \$540 in products per month unless they certify to CorVive that they have pending retail orders in excess of that amount or provide CorVive with other written reason why such a purchase is necessary.

### 5.6.1 BONUS BUYING PROHIBITED

Bonus buying is strictly prohibited. "Bonus buying" includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Endorser Application by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an endorser or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Endorsers or Customers ("phantoms"); (d) the use of a credit card by or on behalf of an endorser or Customer when the Endorser or Customer is not the account holder of such credit card, unless prior arrangements have been made for the Endorser or Customer receiving the Product or service to reimburse the credit card holder on a timely basis where the purchase assistance is provided as an accommodation to the purchaser who may not have a credit card and not simply to accelerate a purchase into any given commission or bonus period or cycle; (e) Purchasing CorVive merchandise on behalf of another Endorser or Customer, or under another Endorser's or Customer's ID number, to qualify for commissions or bonuses.

### 5.6.2 RE-PACKAGING AND RE-LABELING PROHIBITED

Endorsers may not re-package, re-label, refill or alter the labels on any CorVive products, information, materials or programs in any way. CorVive products must be sold in their original containers only. Such re-labeling or repackaging could be contrary to the law and could result in penalties. You should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

## 5.7 GOVERNMENTAL APPROVAL OR ENDORSEMENT

Neither federal nor regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Endorsers shall not represent or imply that CorVive or its Rewards Plan have been “approved,” “endorsed,” or otherwise sanctioned by any government agency.

## 5.8. INDEPENDENT CONTRACTOR STATUS

Endorsers are independent contractors and are not purchasers of a franchise or business opportunity. The agreement between CorVive and its Endorsers does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Endorser. All Endorsers are responsible for paying their own income and employment taxes. Endorsers will not be treated as an employee for purposes of the Federal Unemployment Tax Act; the Federal Insurance Contributions Act; the Social Security Act; state unemployment acts; state employment security acts; state worker compensation acts; or the applicable federal, provincial, and/or territorial unemployment insurance acts; worker compensation acts; income tax acts; or any other federal, state, provincial, or territorial tax or obligation required of employers. Each Endorser is encouraged to establish his/ her own goals, hours, and methods of sale, so long as he/she complies with applicable laws and the terms and conditions of the Endorser Agreement.

## 5.9 ENDORSER LIMITATIONS

Each individual, business entity, and trust shall create, operate and maintain only one Endorser account with CorVive. Endorsers who are enrolled individually are not able to have any financial, equitable or ownership interest in any business entity or trust with any other endorser account. No more than two Endorser accounts are allowed per household.

## 6. TAXES & WITHHOLDING OBLIGATIONS

As independent contractors, Endorsers are responsible for compliance with federal, provincial and local taxing legislation, as that legislation affects their independent businesses.  
For greater certainty in this regard:

1. Every year CorVive will provide an IRS Form 1099-MISC (Non-employee Compensation) earnings statement to each U.S. resident who had earnings of more than \$600 in the previous calendar year or who made purchases for resale during the previous calendar year in excess of \$5,000. If earnings and purchases are less than \$600 and \$5,000, respectively, Associates may submit a request for a 1099, and CorVive will prepare and forward one.
2. Each Associate is responsible for paying federal, local, state, provincial, and territorial taxes on any income generated as an independent Associate. CorVive will not give out personal tax advice; please consult with your local tax professional.

## 7. INSURANCE

### 7.1 Business Pursuits Coverage

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple “Business Pursuit” endorsement attached to your present homeowner's policy.

### 7.2 Product Liability Coverage

CorVive maintains insurance to protect the Company against product liability claims. CorVive's insurance policy also contains a “Vendor's Endorsement” which extends coverage to Independent Endorsers so long as they are marketing CorVive products in accordance with Company Policies and applicable laws and regulations. CorVive's product liability policy does not extend coverage to claims or actions that arise as a result of an endorser's misconduct in marketing the products.

## 8. INTERNATIONAL MARKETING

Because of critical legal and tax considerations, CorVive must limit the resale of CorVive products and the presentation of the CorVive business opportunity to prospective customers and Endorsers located within jurisdictions where such activities may be lawfully undertaken. Some jurisdictions allow residents of their regions to import products for personal use on a “not-for-resale” basis, but prohibit any domestic marketing of those products. Accordingly, Endorsers are authorized to sell CorVive products and enroll Customers or Endorsers only in the countries in which they may do so in compliance with local law, nor can CorVive products or sales aids be shipped into or sold in any “unopened” country from another country unless specifically authorized in writing by CorVive to do so or unless approval of such activities are published in official CorVive literature. In addition, no Endorser may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or Endorsers; or (c) conduct any other activity for the purpose of selling CorVive products, establishing a marketing organization or promoting the CorVive opportunity. CorVive is currently only open in the United States of America.

## 9. ADHERENCE TO LAWS AND ORDINANCES

### 9.1 Local Ordinances Related to Home Based Businesses

Many cities and counties have laws regulating certain home-based businesses. In many cases these ordinances are not applicable to Endorsers because of the nature of their business. However, Endorsers must obey those laws that do apply to them. Endorsers who become aware of any local law or ordinance that restricts their ability to conduct an Independent Endorser business effectively may send a copy of that ordinance to the CorVive Compliance Department for review.

### 9.2 Compliance With National, Federal, Provincial and Local Laws

Endorsers agree to comply with all applicable laws and regulations and policies of the relevant regulatory authorities in the conduct of their businesses as a condition of being an Independent CorVive Endorser.

### 9.3 MINORS

A person who is less than 18 years of age (“minors”) may not be a CorVive Endorser. Endorsers shall not enroll or recruit minors into the CorVive program.

## 10. SPONSORING

All active Endorsers in good standing have the right to sponsor others as new CorVive Endorsers. Each prospective Customer or Endorser has the ultimate right to choose his or her own Sponsor. If two Endorsers claim to be the Sponsor of the same new Endorser or Customer, the Company shall regard the first application received by the Company as controlling, unless the new Endorser certifies in writing within 30 days that the original application was submitted in error.

## 11. STACKING

“Stacking” is strictly prohibited. The term “stacking” includes: (a) the placement or manipulation of Independent Endorser Applications for the purpose of maximizing compensation pursuant to CorVive’s Rewards Plan; or (b) providing financial assistance to new Endorsers for the purpose of maximizing compensation pursuant to CorVive’s Rewards Plan; (c) violating the two businesses per household rule; and/or (d) enrolling fictitious individuals or entities into the CorVive Rewards Plan.

## 12. TELEMARKETING

Independent CorVive Endorsers are individually responsible for their marketing activities. The Company does not dictate the means or methods by which Endorsers conduct their day-to-day business activities, except as necessary to protect the Company’s business and intellectual property rights. Further to Endorsers’ agreement to comply with all laws applicable to their businesses under section 21, Endorsers are prohibited from using or transmitting unsolicited faxes, making unsolicited telephone calls, or using an automatic telephone dialing system relative to the operation of their CorVive independent businesses and agree to

inform themselves of the laws applicable to telemarketing. The terms “unsolicited faxes” and “unsolicited telephone calls” means faxes and telephone calls, respectively, made for the purpose of solicitation to a recipient who has not consented to the fax or telephone call. The term “automatic telephone dialing system” means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

12.1 Endorsers are not authorized to make unsolicited telephone calls or send unsolicited faxes on the Company's behalf. If an endorser decides to make such calls to persons with whom they have an Existing Business Relationship (defined to arise where (1) a product or service has been purchased by the person from the Endorser within the previous 18 months, (2) an inquiry or application has been made by the person of the Endorser within the previous 6 months, or (3) there is a written contract currently in effect between the person and the Endorser or that has expired within the previous 18 months), they do so on their own behalf and are required to undertake that they will comply with all applicable rules and laws, including: (1) privacy laws, (2) registration with the National Do Not Call List program under the Telecommunications Act rules, (3) maintaining a Do Not Call List so that consumers may request not to be called, and (4) disclosing the following information at the beginning of the call: purpose of the call, a toll-free telephone number for questions or comments about the call, the nature of the product or business interest being promoted, and the identity of the person or organization on whose behalf the call is made, the price of any product being promoted and any material restrictions, terms or conditions applicable to its delivery.

12.2 Endorsers are not permitted to make or send any other unsolicited telephone calls or unsolicited faxes

## 13. RESPONSIBILITIES OF ENDORSERS

### 13.1 CHANGE OF ADDRESS OR TELEPHONE

To ensure timely delivery of products, support materials and other corporate information, Endorsers are required to keep personal information such as contact information and shipping addresses current.

### 13.2 TRAINING & DEVELOPMENT

#### Ongoing Training

Endorser may find that they can effectively promote product sales by their Downline Organizations by providing assistance and training to Endorser they have sponsored to ensure that his or her downline is properly operating his or her CorVive business. An effective way to do this is through ongoing contact and communication with the Endorsers in the Downline Organizations. Upline Endorsers are also encouraged to motivate and train new Endorsers in CorVive product knowledge, effective sales techniques, CorVive's Rewards Plan and compliance with Company Policies and Procedures. Communication with and the training of downline Endorsers must not, however, violate these Policies and Procedures, including the restrictions herein on Health Claims, Product Claims and Earnings Representations.

13.3 Endorsers are responsible for monitoring the Endorsers in their Downline Organizations to ensure that downline Endorsers do not make improper Health Claims, Product Claims and Earnings Representations, or engage in any illegal or inappropriate conduct.

### 13.4 INCREASED TRAINING

As Endorsers progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the CorVive program. They are encouraged to share this knowledge with less-experienced Endorsers within their organization.

### 13.5 NONDISPARAGEMENT

While CorVive welcomes constructive input, negative comments and remarks made in the field by Endorsers about the Company, its products, or Rewards Plan serve no purpose other than to sour the enthusiasm of other CorVive Endorsers. For this reason, and to set the proper example for their downline, Endorsers must not disparage, demean or make negative remarks about CorVive, other CorVive Endorsers, CorVive's products, the Rewards Plan, or CorVive's directors, officers, or employees. This obligation survives termination of the Agreement.

### 13.6 PROVIDING DOCUMENTATION TO APPLICANTS

Endorsers must review the most current version of the Policies and Procedures and the Rewards Plan with individuals whom they are sponsoring to become Endorsers before the applicant enrolls online through [www.CorVive.com](http://www.CorVive.com). Copies of Policies and Procedures can be acquired from [www.CorVive.com](http://www.CorVive.com).

### 13.7 REQUESTS FOR RECORDS

Any request from an endorser for available copies of duplicate invoices, applications, downline activity reports, or other records not included or available through the CorVive Endorser back office will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

### 13.8 REPORTING POLICY VIOLATIONS

Endorsers observing a Policy violation by another Endorser should submit a written report of the violation directly to the attention of the CorVive Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved and any supporting documentation should be included in the report. All complaints must be submitted in writing to CorVive's Compliance Department at [compliance@CorVive.com](mailto:compliance@CorVive.com).

### 13.9 PRIVACY POLICY & CONSENT

Endorsers understand and agree that certain personal information relating to Endorsers and Endorsers' businesses will be collected, used and retained by the Company in accordance with the Company's Privacy Policy, as amended from time to time, and otherwise in accordance with federal and state privacy laws, and Endorsers hereby consents to the same. CorVive hereby reserves the right to amend or revise the terms of its Privacy Policy without express notice to Endorsers, and Endorsers hereby consent to the same amendments, provided not unreasonably made. [www.CorVive.com/privacy](http://www.CorVive.com/privacy)

In operating their independent businesses, Endorsers also agree to adopt, implement and disseminate a privacy policy that complies with all federal or state privacy laws that their businesses may be subject to. Endorsers are solely responsible for compliance, which shall be undertaken at Endorsers' sole expense.

Endorsers acknowledge that failure to comply with these terms may result in immediate termination of the Endorser's Agreement.

Without limiting Endorsers' obligation to comply with federal and provincial privacy laws affecting their own businesses, at their own expense, CorVive hereby grants Endorsers, at no additional charge, for the term of the Endorser's Agreement, the right to copy and use in its business the Company Privacy Policy, and related privacy policy consents.

## 14. SALES REQUIREMENTS

### 14.1 PRODUCT SALES

CorVive's Rewards Plan is based upon the sale of CorVive products to end consumers. Endorsers must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. The following sales requirements must be satisfied for Endorsers to be eligible for commissions:

A) Endorsers must satisfy the Personal Sales Volume (PV) and Group Sales Volume (GSV) requirements to fulfill the requirements associated with their rank as specified in CorVive's Rewards Plan. PV includes sales by the Endorser and purchases made by the Endorser's personally enrolled Customers.

B) A minimum of seventy percent (70%) of an endorser's personal orders must be sold to his or her personal retail customers. Endorsers may not purchase additional product until at least seventy percent (70%) of the previous order has been sold to end consumers. By reordering, an endorser certifies that he or she has complied with this policy.



C) Endorsers must develop or service at least five customers every month.

#### 14.2 NO EXCLUSIVE TERRITORIES

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

#### 14.3 PRODUCT PRICING

CorVive sells products to Endorsers and customers at the same retail prices. There are no wholesale prices for Endorsers or customers. Shipping Costs: Shipping and handling charges will be based on quantities shipped, weight and delivery requirements.

#### 14.4 SALES RECEIPTS

If the endorser is selling product to customers outside of the CorVive system then the Endorsers must track retail customers on some source of sales receipt and must provide their retail customers with two copies of the sales receipt at the time of the sale. These receipts must set forth the Customer Satisfaction guarantee for CorVive products, as well as consumer protection rights afforded by federal and state law. Endorsers must maintain all retail sales receipts for a period of two years and furnish them to CorVive at the Company's request. Records documenting the purchases of Endorsers' Customers will be maintained by CorVive. Endorsers must ensure that the following information is contained on each sales receipt: (1) The date of the transaction; (2) The date (not earlier than the tenth business day following the date of the transaction) by which the buyer may give notice of cancellation; and (3) Name and address of the selling Endorser; and (4) The signatures of the customer and Endorser. Remember that customers must receive two copies of the sales receipt. In addition, Endorsers must orally inform the buyer of his or her cancellation rights.

14.5 Sales that are concluded on the Internet must be made through Endorsers' replicated website, which will ensure that the various disclosures and other requirements required by state, federal or provincial law are properly met.

#### 14.6 CORVIVE PRODUCT SUBSCRIPTION (Optional)

As a convenience, you may participate in our optional Product Subscription Program where CORVIVE will conveniently deliver your selected CORVIVE products on a recurring schedule approximately every four (4) weeks. (You can select the products and the monthly processing date for your Subscription Order.) You must select at least one Commissionable Product if you want to set up a Subscription order, but there is no minimum purchase requirement and no requirement to set up a Subscription order. You can choose from a wide variety of pre-selected product packs or combine any variation of individual products to suit your needs. By participating, you understand that shipments of the products you have ordered will occur without any further action by you. You are the only person who is authorized to establish, cancel, or change your participation in the Subscription program or to authorize others to do so on your behalf.

You may change Subscription product selections online through your Back Office and Endorser or Preferred Customer account. If you are unable to access your Back Office, you may contact CorVive support during normal business hours for assistance. Requested changes must be received by CorVive in advance of the scheduled processing date for your Subscription order or the changes will not be implemented until the following month.

You may cancel your Subscription participation at any time by contacting CorVive support, or logging into your Back Office. Your participation in the Subscription program will continue unless cancelled. Notice of cancellation must be received by CorVive at least one (1) business day prior to your monthly Subscription processing date; otherwise, cancellation will not become effective until the following month.

### 15. BONUSES AND COMMISSIONS

#### 15.1 BONUS AND COMMISSION QUALIFICATIONS

An endorser must be Active (active monthly endorser plan) & Qualified (min 100PV in rolling 28-day schedule - the 100PV can be from personal or customer generated volume) and in compliance with the Agreement to qualify for bonuses and commissions. So long as an endorser complies with the terms of the Agreement, (including the monthly CorVive Endorser Plan). CorVive shall pay commissions to such Endorser in accordance with the Rewards Plan then in effect.

15.2 Endorsers acknowledge that there is only one revenue earning event for an endorser, namely the sale of CorVive Products to retail customers, and that payment of all Remuneration to Endorsers under the Rewards Plan is properly to be construed as either payment for the inherent mark-up associated with the resale of CorVive Products to retail customers, or as payments in respect of the resale of products to others by an endorser's downline. Accordingly, Endorsers' Remuneration shall be ultimately based on the reselling of CorVive Products to retail customers, and no Remuneration shall be earned from the mere sponsorship or enrollment of any other Endorser, or the mere personal consumption by an endorser. Endorsers are also strictly prohibited from making or representing that compensation is payable for anything other than sale of products.

### 15.3 ADJUSTMENT TO BONUSES AND COMMISSIONS

#### Adjustments for Returned Products

Endorsers receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to CorVive for a refund or is repurchased by the Company, any bonuses and commissions attributable to the returned or repurchased product(s) that is paid to Endorsers will be deducted from subsequent bonus and commission payments until the commission is recovered. Where future commissions and payments are not sufficient to recover necessary adjustments, the company reserves the right to recover funds in accordance with local laws and customs.

### 15.4 UNCLAIMED COMMISSIONS AND CREDITS

Customers or Endorsers who have a credit on account must use their credit within six months from the date on which the credit was issued. If credits have not been used within six months, CorVive shall attempt to notify the Endorser or Customer on a monthly basis, by sending written notice to the last known address, advising the Endorser or Customer of the credit. There shall be a \$10.00 charge for each attempted notification. This charge shall be deducted from the Endorser's or Customer's credit on account. In the event that a Customer chooses to become an endorser, their Customer account will be automatically terminated. The points earned by that Customer are non-transferable. The balance of the points earned by the Customer must be used prior to their account being terminated. Any remaining balance will be canceled.

### 15.5 REPORTS

All information provided by CorVive in online downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by CorVive or any persons creating or transmitting the information.

15.5.1 All personal and group sales volume information is provided "as is" without warranties, express or implied, or representations of any kind whatsoever. In particular but without limitation there shall be no warranties of merchantability, fitness for a particular use or non-infringement.

15.5.2 To the fullest extent permissible under applicable law, CorVive and/or other persons creating or transmitting the information will in no event be liable to any Endorser or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity and damages that may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information), even if CorVive or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, CorVive or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

Access to and use of CorVive's online and telephone reporting services and your reliance upon such information are at your own risk. All such information is provided to you "as is." If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to CorVive's online and telephone reporting services and your reliance upon the information.

## 16. PRODUCT GUARANTEES, RETURNS, ETC.

### 16.1 PRODUCT GUARANTEE

CorVive offers a 30-day (less shipping) refund for unopened and undamaged product that will be issued at the original purchase price less a 10% restocking fee. See 16.6 for Damaged Product. Claw back policy - Commissions paid out on the return product will be deducted from the Endorser's and from the uplines' commissions, bonuses, rebates, refunds or other incentives.

Return Process for Online Orders.

1. Notify the CorVive Support Department of the pending return by creating a back office support ticket.
2. Package the products you wish to return using proper shipping carton(s) and packing material based on the product(s) being returned. Include the original packing slip or a printed copy of your receipt.
3. Ship the package to the following address using your choice of shipping method as long as a tracking number is available.  
CorVive Returns  
900 Wilmeth Rd. McKinney, TX 75069
4. Provide the tracking number for your package to the CorVive Support Department.  
Once your return is received and processed, an appropriate refund will be issued within 10 business days.

### 16.2 RESIGNATION RETURNS "Endorser Buy-Back Policy"

If the Endorser has purchased products for inventory purposes or sales aids while the Agreement was in effect, all product in CURRENTLY MARKETABLE, REUSABLE, UNOPENED AND RESALABLE condition which have been purchased within sixty (60) days shall be repurchased subject to compliance with the Seventy Percent Rule (see section 30. Sale of Products). The repurchase shall be at a price of not less than 90% (ninety percent) of the original net cost to the participant minus any freight charges and commissions paid to the Endorser.

Note: Commissions earned will be offset as a result of the product return. Any such requests to return products will be considered a resignation of the Partnership.

In order to ensure that a refund is issued in a timely manner, the following steps should be followed:

A written request must be submitted in the Endorser's back office by creating a back office support ticket, clearly citing the reason for the return of product and/or sales materials.

1. Upon receipt of the return request, CorVive will instruct the Endorser where to ship the products along with an RMA (Return Merchandise Authorization), which must be clearly visible on the exterior of the package. (Any return without this information visible on the outside of the package will be refused without exception). CorVive will issue a refund within approximately thirty (30) days from the date of receipt of the authorized merchandise.
2. The Endorser assumes the cost of shipping any products or sales materials to CorVive.
3. The Endorser assumes responsibility for packing and shipping products back in a manner that will ensure that it is received in a timely fashion and with minimal damage.
4. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used initially, the reimbursement will be issued back to that same credit card. No refunds will be given for orders placed using gift cards.

### 16.3 UNAUTHORIZED RETURNS

Should an endorser refuse delivery of any CorVive shipment or request to return any previously purchased product for a refund, such request will be deemed a voluntary resignation.

#### 16.4 RETURNS & COMMISSIONS

If any compensation or benefit was paid or provided to an endorser and/or his/her/its upline on volume represented by returned Products, compensation and benefits related to such volume will be “claw-backed” and debited from all upline accounts.

#### 16.5 BUYER'S RIGHT TO CANCEL

Each province and territory provides for cancellation rights. Endorsers must comply with the buyer's right to cancel applicable in each province and territory. Should a retail customer contact the CorVive Support Department concerning the refusal of an endorser to issue the appropriate refund in the time period indicated, such Endorser will have their account suspended without pay pending resolution of the complaint.

#### 16.6 DAMAGED & INCORRECT ORDERS

a) Product should not be used if tamper-evident seal is broken or tampered with in any way. b) Product that is damaged in shipment should follow the guidelines outlined below in section 18.9. If unable to return damaged product to delivery company, the Endorser should notify CorVive International Customer Service immediately (within 10 days) and request a return. c) Product that is shipped incorrectly due to Company error, please notify CorVive Customer Service immediately (within 10 days) and ask for a return. d) CorVive, whenever possible, will replace or exchange damaged or mis-shipped product with new product. However, when an exchange is not feasible, CorVive will refund the amount of the returned product less shipping and handling. No refund or replacement of product will be made if the conditions of these rules are not met.

### 17. BREACH OF AGREEMENT & DISPUTE RESOLUTION

#### General

17.1 Breach of the Agreement, including these Policies and Procedures, and any illegal, fraudulent, deceptive or unethical business conduct by an endorser, as determined by CorVive, may result, at CorVive's discretion, in one or more of the following corrective measures:

- A) Issuance of a written warning or admonition;
- B) Requiring the Endorser to take immediate corrective measures;
- C) Termination of the Endorser's Agreement;
- D) Any other measure expressly allowed within any provision of the Agreement or which CorVive deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Endorser's breach of the Agreement or other conduct;
- E) In situations deemed appropriate by CorVive, the Company may institute legal proceedings for monetary and/or equitable relief.

#### 17.2 COMPLAINTS

When an endorser has a complaint with another Endorser regarding any practice or conduct in relationship to their respective CorVive businesses, the complaining Endorser should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Endorser Services Department at the Company. The Endorser Services Department will review the facts and attempt to resolve it and. If it is not resolved, it will be referred to the Dispute Resolution Board for final review and determination.

#### 17.3 DISPUTE RESOLUTION BOARD

The purpose of the Dispute Resolution board (“DRB”) is to: (1) review appeals of actions taken by the Company in response to an endorser's breach of the Agreement; and (2) review matters between CorVive Endorsers. After the response or settlement instituted by Endorser Services has been denied or otherwise remains unresolved, the DRB reviews evidence, deliberates, and responds to current outstanding issues on a collective basis.

An endorser may submit a written request for a telephonic or in-person hearing within seven business days from the date of: (1) the written notice by CorVive of actions taken by the Company in response to an endorser's breach of the Agreement; or (2) the written decision of Endorser Services regarding disputes between Endorsers. All communication with CorVive and the Endorser seeking resolution of a dispute must be in writing. It is within the DRB's discretion whether a claim is accepted for review. If the DRB agrees to

review the matter, it shall schedule a hearing within 30 days of receipt of the Endorser's written request. All evidence (e.g., documents, exhibits, etc.) that an endorser desires to have considered by the DRB must be submitted to CorVive no later than seven business days before the date of the hearing. The Endorser shall bear all of the expenses related to his or her attendance and the attendance of any witnesses he or she desires to be present at the hearing. The decision of the DRB will be final and subject to no further review. During the pendency of the claim before the DRB, the Endorser waives his or her right to pursue arbitration or any other remedy.

Following issuance of a sanction by CorVive for an endorser's breach of the Agreement, the Endorser may appeal the sanction to the DRB. Endorser's appeal must be in writing and received by the Company within 15 days from the date of CorVive's cancellation notice. If the appeal is not received by CorVive within the 15-day period, the sanction will be final. The Endorser must submit all supporting documentation with his or her appeal correspondence.

If the Endorser files a timely appeal of cancellation, the DRB will review and reconsider the cancellation, consider any other appropriate action, and notify the Endorser in writing of its decision.

#### 17.4 ARBITRATION

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the International Chamber of Commerce Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Endorsers waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Dallas, Texas. All parties shall be entitled to all discovery rights pursuant to the International Chamber of Commerce Arbitration Rules. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, as approved by both parties. The prevailing party shall be entitled to receive from the losing party, costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent CorVive from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect CorVive's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

#### 17.5 GOVERNING LAW, JURISDICTION AND VENUE

Exclusive jurisdiction and venue of any matter not subject to arbitration shall reside in Denton County, State of Texas unless the laws of the state in which an endorser resides expressly require the application of its laws. The laws of the State of Texas of the United States shall exclusively govern all other matters relating to or arising from the Agreement unless the laws of the state in which an endorser resides expressly require the application of its laws.

### 18. ORDERING

**18.1 CORVIVE CUSTOMERS** Endorsers are encouraged to promote CorVive's Customer Program to retail customers. Customers simply go online to the CorVive website or the replicated website of their CorVive Endorser to place their orders, which they can charge to their credit card. CorVive will send the ordered products directly to the customer. To ensure that Endorsers receive the appropriate sales volume, Customers may not place an order without an endorser's ID Number. In addition, a Customer may sign up to have a pre-selected package of CorVive products delivered to his or her home automatically each month (the Automatic Purchase Program).

#### 18.2 CORVIVE ENDORSERS

Each Endorser should purchase his or her products directly from CorVive. If an endorser purchases products from another Endorser or any other source, the purchasing Endorser will not receive the personal sales volume that is associated with that purchase.



### 18.3 GENERAL ORDER POLICIES

Product may be ordered online at [www.CorVive.com](http://www.CorVive.com) or through a CorVive endorser's website. Product may also be purchased in-person directly from an endorser.

### 18.4 SHIPPING AND BACK-ORDER POLICY

Should any product or sales material be unavailable for any period of time, CorVive Endorsers will be given the option of placing the order and waiting for availability or cancelling the order with full reimbursement without penalties until those items are ready for shipping.

### 18.5 PAYMENT OPTIONS

Purchases may be paid by credit card, debit card, or gift card only.

### 18.6 SHIPPING COSTS & RETURNED PACKAGES

It is the ordering Endorser's sole responsibility to indicate; (a) a method and means of shipping; and (b) a destination address. The methods available are stated on the CorVive website order form along with prepaid costs. Shipping costs will be calculated and displayed on the order form and invoice.

The available methods and cost of shipping orders will be determined by CorVive based upon various factors such as weight and destination unless there are specific shipping instructions made by the Endorser.

Note: Should the receiving party of an order shipped from CorVive refuse delivery and the shipment is then returned to CorVive, the ordering Endorser's status will be suspended and an investigation in accordance with these policies will begin.

Packages returned due to an endorser's error or if the package was not picked up in a timely manner and therefore returned, will incur a reshipping fee and CorVive will charge the Endorser accordingly.

### 18.7 TIMELY PRODUCT & MATERIAL DELIVERY

Upon clearance of payment, CorVive processes for shipment the product(s) and material(s) selected. If an item is temporarily unavailable due to high demand the consignee will be notified by way of the packing slip included with the shipment. You are responsible for delivery of any shipping delay notifications required under applicable law. Should a backorder occur, the item(s) will be shipped as soon as available, usually within ten (10) days of the date the original order and payment were received unless otherwise notified.

### 18.8 SPECIAL ORDERS

CorVive will not 'hold' orders or delay shipments of products that have been processed. Once payment has been received, all orders must be released for shipping.

### 18.9 DAMAGED GOODS

The shipping company is responsible for damage, which occurs after it takes physical custody of the goods. Unless informed otherwise, an endorser who receives damaged goods should follow this procedure:

1. Accept delivery
2. Before the driver leaves, document on the delivery receipt the number of boxes, which appear to be damaged.
3. Save the damaged product and box(es) for inspection by the shipping agent.
4. Make an appointment with the shipping company to have the damaged goods inspected.
5. File a claim with the shipping company.
6. Notify the CorVive's Support Department via a back office ticket.

### 18.10 SHORT SHIPMENTS

CorVive takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where errors may occur, a correction will be handled quickly to avoid further delay to the recipient. Endorsers

are provided with a period of five (5) business days following receipt of shipment to report any shortages. Once notified and verified, CorVive will ship missing items to the address on the original order.

## 19. RESTRICTIONS ON CREDIT CARDS AND Checking ACCOUNT ACCESS

Endorsers shall not permit other Endorsers or customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company.

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[www.CorVive.com](http://www.CorVive.com)