

MONAVIE

GLOBAL STATEMENT OF POLICIES AND PROCEDURES

EFFECTIVE MARCH 15, 2009
AUSTRALIA



M O N A • V I E

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INTRODUCTION

MonaVie is a direct selling company that markets its Products through independent Distributors. It is important to understand that your success and the success of your fellow Distributors depend on the integrity of the men and women who market MonaVie's Products and services. The Agreement (as defined below) is made to clearly define the relationship between you and us. MonaVie is sometimes referred to as "the Company," "we," "us," and "our," and the Distributor signing the Agreement is sometimes referred to as "you" and "your."

These Policies and Procedures and the attached addenda (which are incorporated herein by this reference), (sometimes hereinafter referred to as the "Policies" or the "P&Ps"), as currently stated and may be amended from time to time upon mutual agreement of the parties as described herein (Section 1.15). The addenda may be country-specific and may modify the terms herein. You have the responsibility to read, understand, and adhere to the most current version of these Policies and Procedures. When recommending a new Distributor, you must ensure that he or she is provided with the opportunity to (1) review and understand the terms and conditions of the Agreement and (2) read and understand the Policies and the Compensation Plan prior to signing the Distributor Application.

SECTION 1 BECOMING AN INDEPENDENT DISTRIBUTOR

1.1. Requirements to Become a Distributor. To become a MonaVie Distributor, you must:

- 1.1.1. If you are an individual, be 18 years old;
- 1.1.2. If you are a legal entity, be properly registered in your governing jurisdiction;
- 1.1.3. Reside in an Opened Country;
- 1.1.4. Provide, where allowed by law, evidence of identity in the form and manner as the Company may require;
- 1.1.5. Submit a true, accurate and properly completed Distributor Application to the Company; and
- 1.1.6. Purchase a Distributor Kit, unless local law requires the purchase to be optional, in which case, it is not required.

1.2. Application and Acceptance. By signing the Distributor Application and submitting it to us, you are applying to become an independent Distributor of MonaVie. Your application is accepted when we enter your application data into our database and if you are otherwise in compliance with the Distributor Application. Upon acceptance, we will establish in the Personal Enrolment Tree and the Placement Tree a Distributorship, and issue to you an iden-

tifying Distributorship number.

1.2.1. We reserve the right to reject any Distributor Application. We will not accept inaccurate or false information. Incomplete, inaccurate, or unlawful Distributor Applications are voidable by us.

1.2.2. You are responsible for informing us of any changes affecting the accuracy of your Distributor Application and any subsequent information regarding the account information of your Distributorship.

1.2.3. A virtual Distributor Kit is available to you as part of your enrolment. Where required by law, a hard copy is available.

1.3. Territory. Acceptance of your Distributor Application authorizes you to resell Products and operate your Distributorship in the country for which it is specified. If you desire to resell Products in another country that we have officially opened, you must provide proof of residence in that country and submit a change of country request to the Distributor Compliance Department. We may charge you a fee for this change. If you desire to recommend applicants in a country we have officially opened, but you do not reside there, please see section 4.13. We do not grant exclusive territories to any Distributor.

1.4. Distributor Benefits. Once your Distributor Application has been accepted by us, the benefits of the Distributor Agreement will be available to you as long as your Distributorship is in Good Standing, as defined later herein. These benefits include the right to:

- 1.4.1. Sell MonaVie Products in accordance with the Policies and Procedures;
- 1.4.2. Participate in the Compensation Plan (receive Bonuses, if eligible);
- 1.4.3. Recommend other persons to the MonaVie opportunity;
- 1.4.4. Receive periodic MonaVie literature and other MonaVie communications;
- 1.4.5. Participate in MonaVie-sponsored support, service, training, motivational, and recognition functions (upon payment of appropriate charges, if applicable and legally permissible); and
- 1.4.6. Participate in promotional and incentive contests and programmes sponsored by MonaVie.

1.5. No Product Purchase Required. No person is required to purchase our Products or Sales Tools to become a Distributor.

1.6. Beneficial Interest.

1.6.1. If you marry another Distributor, the two of you may maintain your Distributorships separate and independent.

1.6.2. If you are a Distributor and receive the rights to another's Distributorship upon death, we will waive the Beneficial Interest policy, subject to the succession rules herein.

1.6.3. If a Distributor in your downline desires to become a Preferred Customer, he or she must terminate the Distributorship and wait three months before you can enrol him or her as your Preferred Customer.

1.7. Succession and Incapacity. If you bequeath your rights in your Distributorship upon death, and such rights are given by a competent court upon your death, we will recognize the transfer to the successor if the successor provides proof that is acceptable to us and completes and delivers an amended Distributor Application with such information as is necessary for us and the successor to carry on business. Otherwise, we will terminate your Agreement. If you are incapable of operating your Distributorship due to incapacity, we will recognize your authorized agent to operate the Distributorship during your incapacity. To do so, your authorized agent must provide proof of your incapacity and proof of his authority that is authentic and which we can verify to be lawful.

1.8. Effects of Divorce and Legal Entity Dissolution. We will not allow a Distributorship to be partitioned or in any way divided in the event of divorce or company dissolution and will follow these guidelines when considering such matters.

1.8.1. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

1.8.1.1. One of the parties may, with consent of the other(s), operate the MonaVie business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize us to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

1.8.1.2. The parties may continue to operate the Distributorship on a "business-as-usual" basis, whereupon all compensation paid by us will be paid according to the status quo as it existed prior to the divorce or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

1.8.1.3. We will not remove a party to a Distributorship from the Distributor account without that party's written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will we divide Bonuses between divorcing spouses or members of dissolving entities. We recognize

only one downline organization. Bonuses shall always be issued to the same individual or entity.

1.8.1.4. If a former spouse has completely relinquished all rights in the Distributorship pursuant to a divorce, he or she is thereafter free to enrol under any recommending distributor without waiting six (6) calendar months (see section 3.3). In the case of a business 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 a Distributor. In either case, however, the former spouse or business affiliate shall have no rights to any Distributors in his or her former organization or to any former Customer and must develop the new business in the same manner as would any other new Distributor.

1.9. Changes Involving a Spouse and/or a Closely Held Company.

1.9.1. The First Right of Refusal rules in section 1.14 shall not apply if a Distributor desires to add or remove a spouse from the Distributorship. [Examples: (1) Mrs. X is a Distributor. She may add her husband, Mr. X, to the Distributorship. She may not add an adult child, parent, or other relative, or an unrelated business partner. (2) Mrs. Y and Mr. Y are joint applicants on a Distributorship. They divorce and by agreement, or court order, Mrs. Y retains all the rights to the Distributorship and Mr. Y releases, or is ordered to release, all such rights.]

1.9.2. A Distributor who is an individual desires to transfer his or her interest (and the spouse's interest, if applicable) to a legal entity that is 100% held by one or both spouses. (Example: XYZ, Inc. is 100% owned by Mr. A. The Distributorship is in the name of XYZ, Inc. XYZ, Inc. may transfer its interest to Mr. A (and to Mrs. A if Mr. A agrees.)

1.9.3. A Distributor that is a legal entity and 100% owned by an individual and/or his spouse desires to transfer its interest to the individual and/or the spouse. (Example: Mr. A is the sole name on a Distributorship. He may transfer his rights to XYZ, Inc. if he is the sole shareholder (or he and his wife, Mrs. A, are the sole shareholders) of XYZ, Inc.)

1.9.4. To accomplish a transfer, the Distributor must submit an amended Distributor Application and,

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

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

1.9.4.3. if transferring to a legal entity, a certificate of good standing from the state of organization and a copy of the company's charter documents showing all the interest holders and management; and

1.9.4.4. 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).

1.10. Change in Form of Legal Entity. A Distributor 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 Distributor 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. Members of the former entity are jointly and severally liable for any indebtedness or other obligation to MonaVie.

1.11. Change in Existing Beneficial Interest Holders of a Legal Entity. 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 procedures in section 1.14.

1.12. Limitations. Changes within the scope of these sections 1.12, 1.13, and 1.14 do not include a change of sponsorship, which is addressed in section 3.2 below. However, if such changes involve a change in the beneficial interest of a Distributorship, the change is subject to the right of first refusal rules in subsection 1.14.

1.13. Sale, Transfer, or Assignment of a MonaVie Business. The Company discourages the sale of Distributorships, the transfer of partial interests in Distributorships, and the practice of partnering as a subterfuge for transferring interest. If a Distributor wishes to sell, transfer, or assign (hereinafter in this section "sell" if used as a verb and "sale" if used as a noun) his or her whole or partial interest in a MonaVie Distributorship, the following criteria must be met:

1.13.1. The Distributorship being sold must be paid at the rank of Diamond Executive at the time the request for sale is made.

1.13.2. Except as allowed for Sponsors in section 1.14.1, the buying Distributor may not currently have a Beneficial Interest in a Distributorship or have had a Beneficial Interest in a Distributorship within the pre-

ceding six (6) months;

1.13.3. The selling Distributor may not reapply to become a Distributor under another Sponsor for a period of not less than six (6) months after the sale occurs.

1.13.4. The sale is subject to the Right of First Refusal rules in section 1.14.

1.13.5. The Company must first give express written approval of the sale, which the Company may grant or withhold in its sole discretion.

1.14. Right of First Refusal (RFR). All offers for the sale of a Distributorship are subject to the rights of first refusal as described herein.

1.14.1. Procedures. If a Distributor receives a Good Faith Offer (as hereinafter defined) to purchase his or her interest in a Distributorship, the Distributor shall first offer to sell such interest to the Company on the same terms and conditions contained in the Good Faith Offer. The Distributor shall deliver the Good Faith Offer in writing to the Company, and the Company 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 Distributorship rights and obligations by a Person that is not a Distributor, which the Company, 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 Distributorship rights and obligations.

1.14.1.1. If the Company fails to exercise its RFR within the fifteen (15) day time period, the Distributor shall extend the same offer to his or her Sponsor who is not in violation of the Contract and who within the previous month qualified for earnings under the Compensation Plan. The offer shall be on the same terms and conditions as those contained in the Good Faith Offer. The Company shall convey the Good Faith Offer by providing written notice of the same to the Sponsor. The Sponsor shall have ten (10) business days in which to accept or reject such offer. If the Sponsor qualifies and accepts the offer, he or she must provide written notice to the Company upon acceptance, resign his or her existing Distributorship (contingent on completing the sale), and submit an amended application for the Distributorship.

1.14.1.2. If the Sponsor rejects or fails to accept the offer, the same procedures and requirements shall be applied to the next upline Sponsor.

1.14.1.3. If that Sponsor rejects or fails to exercise his or her RFR within the time allotted, the

Distributor may complete the sale of his or her rights in the Distributorship to the third party according to the same terms and conditions contained in the Good Faith Offer, provided, however, that the Distributor complies with all other transferring procedures contained in this section and as may be established from time to time by the Company.

1.14.1.4. This section shall apply to each new Good Faith Offer received by the Distributor. This section shall not apply to changes as described in sections 1.7, 1.8, and 1.9.

1.14.2. Line of Sponsorship. No changes in line of sponsorship can result from the sale or transfer of a MonaVie business.

1.14.3. Compliance Department Approval. Upon complete execution of the purchase and sale agreement and the new Distributor Agreement, the parties must submit copies of the same to MonaVie's Compliance department for review and approval. MonaVie may request additional documentation that may be necessary to analyze the transaction between the buyer and seller. MonaVie's Compliance department will, in its sole and absolute discretion, approve or deny the sale, transfer or assignment within three (3) days after its receipt of all necessary documents from the parties.

1.14.4. Voidable Sales; Assumption of Obligations; Waiting Period. If the seller sells, transfers, or assigns, or attempts to sell, transfer, or assign his or her Distributorship upon terms different than those set forth in the offer to the Company, such transfer shall be voidable at MonaVie's option. Further, if the parties fail to obtain MonaVie's approval for the transaction MonaVie may refuse to recognize the transfer. The purchaser of the existing Distributorship will assume the obligations and position of the selling Distributor. A Distributor who sells his or her Distributorship shall not be eligible to re-apply as a MonaVie Distributor for a period of at least six (6) full calendar months after the sale.

1.15. Changes to the Agreement. Notification of amendments shall be published in one or more of the following: (1) posting on the Company's official website, (2) electronic mail (email), (3) fax-on-demand, (4) voice mail system broadcast, (5) inclusion in Company periodicals, (6) inclusion in Product orders, or (7) special mailings.

SECTION 2 OPERATING YOUR INDEPENDENT DISTRIBUTORSHIP

2.1. Disparagement. You should not demean, discredit, defame, or make misleading comparisons with other companies, competitors of MonaVie, Distributor organizations

or systems, or Distributors in an attempt to promote our Products, or to entice another Distributor to become part of your marketing organization, or to enroll in MonaVie. You should not use financial enticements or other incentives to persuade a Distributor to change his or her line of sponsorship or business building system.

2.2. Line Switching, Cross Sponsoring, and Enticement. Maintaining the integrity of the line of sponsorship in a Distributorship organization is fundamental to network marketing. Accordingly, you should not engage in Line Switching, Cross-Sponsoring, and Enticement. "Line Switching" means applying for and becoming a Distributor (a) when already a Distributor, (b) when holding a Beneficial Interest in another Distributorship; and/or (c) when less than six (6) months have passed since having been a Distributor or having held a Beneficial Interest in another Distributorship. "Cross Sponsoring" means the enrolment of another Distributor (including a Distributor whose Agreement was terminated within the preceding six months or has Sponsored or purchased Product in the preceding six months) to a different line of sponsorship. "Enticement" means soliciting, encouraging, offering benefits, or in any way aiding another Distributor to Line Switch and/or Cross-Sponsor.

2.2.1. You should not use a spouse's or relative's name, trade names, assumed or fictitious names, legal entities, false government issued identification numbers, or fictitious ID numbers to circumvent this policy.

2.2.2. Because Line Switching, Cross-Sponsoring, and Enticement can be so detrimental to us and to the Distributors involved, you should notify us as soon as is reasonably possible if you know of or have reasonable grounds to suspect another Distributor has breached these covenants.

2.3. Identification. Upon enrolling, or at our discretion, you should, if permitted by law, provide us your government-issued ID number and/or a copy thereof. Upon enrolment, we will provide you a unique Distributor identification number. We will use this number to track all your business with us.

2.4. Insurance. MonaVie does not extend coverage under any of its policies to Distributors. If you use your personal property (e.g., car or computer) or your home for business use, such property may not be covered for loss or damage and you release us from any claims arising from or related to the operation of your Distributorship.

2.5. Reporting Policy Violations. To assist us in maintaining a level playing field for all Distributors and to maintain the integrity and longevity of the Company, you agree to report violations of the Policies and Procedures immediately to our Compliance department, complete with all supporting evidence and pertinent information. Our Com-

pliance department can at times more effectively enforce the Policies and Procedures when disclosing the source of the allegations; however, the Compliance department will honor all requests for confidentiality.

2.6. Correct Information. We may periodically request that you update your account information, which should do in a reasonable amount of time.

SECTION 3 INTRODUCING OTHERS

3.1 Suggested Upline Activities.

3.1.1 Disclosure. You should provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to potential applicants you are recommending before the applicant signs a Distributor Agreement. Copies of the Policies and Procedures, the Income Disclosure Statement, and the Compensation Plan can be downloaded from your Virtual Office website.

3.1.2 Assistance. You may assist an applicant in the online enrolment process; however, the applicant must agree to the terms and conditions of the Agreement by clicking to submit the application.

3.1.3 Purchase. If recommending an applicant, you may purchase the Distributor Kit and pay the fee only if authorized by the applicant. For Product purchases for an applicant, please see restrictions in the Agreement.

3.2 Sponsor/Placement Change. We highly discourage Sponsor or Placement changes. However, we recognize such changes are occasionally beneficial. Accordingly, we permit the following exceptions:

3.2.1 Change of Sponsor. To change your Sponsor, you must submit a Sponsor Change Request to our Compliance department within seven (7) calendar days from the date of enrolment. The form requires your signature and the signature of your current Sponsor. We may require authentication of the signatures.

3.2.2 Change of Placement. As a Sponsor, you may request to change the Placement of a Distributor you recently Sponsored by submitting to our Compliance department a Change of Placement form within seven (7) calendar days of enrolment. The recently enrolled Distributor's Placement may be moved only inside your organization and will be Placed in the first available open bottom position on the date that the change is made. We will not change the Placement if your Distributor has earned Bonuses or achieved rank.

3.2.3 We reserve the discretion to approve or deny a request for a change of Sponsor or Placement, which approval may not be unreasonably withheld.

3.3 Re-application. If you are not in breach of the Agree-

ment, you may change your Sponsor by voluntarily terminating your Agreement or remaining inactive (i.e., no purchases of MonaVie Products, no sales of MonaVie Products, no Sponsoring, no attendance at any MonaVie functions, no participation in any other form of Distributor activity, nor operation of any other MonaVie business) for six (6) full consecutive calendar months. Following the six (6) month period of inactivity or termination, you may reapply under a new Sponsor. If your Agreement was terminated by us for breach, you must wait eighteen (18) months to reapply.

SECTION 4 PROMOTING THE PRODUCTS AND OPPORTUNITY

Because many aspects of the MonaVie opportunity and the Products are regulated, compliance with advertising law is important for the longevity of your business and ours. We make every effort to comply with advertising law and expect the same from you. This section describes Product and opportunity claims that you may make to be consistent with advertising law. It also explains the types and methods of advertising you may use in building your MonaVie business.

4.1 Claims, Sales and Promotional Activity.

4.1.1 Product Claims. You may make claims about the Products that are in the Official MonaVie Materials of the country for which it is approved. You shall not make claims about the Product that are not in the Official MonaVie Materials.

4.1.2 Opportunity Claims. See Addendum A.

4.2 Limitations on Offering. You should not offer the MonaVie opportunity through, or in combination with any other compensation plan or placement programme, other than as specifically set forth in Official MonaVie Materials or approved Black Diamond Sales Tools. Further, you should not require or encourage other current or prospective Distributors to participate in MonaVie in any manner that varies from the programme as set forth in Official MonaVie Materials. Regardless of your rank, you should not require or encourage other current or prospective Distributors to execute any agreement, contract, or membership, other than those offered by the Company, in order to become a MonaVie Distributor. Similarly, you should not require or encourage other current or prospective Distributors to make any purchase from, or payment to, any individual or other entity to participate in the MonaVie Compensation Plan other than those purchases or payments identified as recommended or required in the Official MonaVie Materials and only insofar as they are permissible under the applicable laws.

4.3 Black Diamond-Produced Sales Tools. Only Distributors who have achieved the rank of Black Diamond or

higher may create and sell their own Sales Tools once they have entered into a specific license agreement with us. As a Distributor, you may use Sales Tools from a Black Diamond if it bears MonaVie's approval seal or is otherwise authorized by us. A Black Diamond who produces and/or markets Sales Tools must:

4.3.1 Utilize only materials that have been approved by us;

4.3.2 Refrain from making the purchase of such Sales Tools a requirement of his or her downline;

4.3.3 Provide Sales Tools at a reasonable and fair price, equivalent to similar material available generally in the marketplace; and

4.3.4 Offer a written return policy on his or her Sales Tools that is consistent with the Company's return policy for its Sales Tools, as set forth in Addendum B.

4.3.5 Approval Process. If you qualify to produce Sales Tools, you must submit each Sales Tool to the Regulatory department and comply with its Sales Tools policy. You may request a copy of the policy from legal@monavie.com. The policy is incorporated herein and made part of this document. We may charge a fee for reviewing the Sales Tools. We reserve the right to rescind approval for any Sales Tool that is non-compliant or potentially detrimental to the business of MonaVie and you agree to waive all claims for damages arising from or relating to such rescission.

4.3.6 Limitations on Subject Matter. You may not produce for sale or distribution any recorded Company events and speeches without our written permission. You also may not reproduce for sale or for personal use any recording of Company-produced audio or video presentations.

4.3.6.1 Copyrighted Materials. All of our literature, audiotapes, videotapes, Internet website material, and programmes are copyrighted by us and may be duplicated only by obtaining our prior written consent.

4.3.6.2 Proprietary Names. You may not use our employee names or our trademarks, names, logos, trade dress or trade names, or any distinctive phrases used by us to promote your business prior to receiving our written permission. If such permission is granted, then as we change or abandon any of our trademarks or trade names, you agree to also change or abandon such trademarks or trade names. To protect our proprietary rights, you may not obtain, through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to our names, trademarks, logos, or trade names and those of our Products.

4.4 Internet Advertising.

4.4.1 Distributor Websites. If you desire to utilize an Internet webpage to promote your MonaVie business, you may do so through MonaVie's official website, or if available, through MonaVie-approved replicating websites. Alternatively, and if available, you may purchase rights to use a replicating website from an approved list of Sales Tool websites from a Black Diamond. You may use your own website to promote MonaVie only if permitted in Addendum A, and subject to section 4.3. The content must be approved in writing by our Regulatory department prior to going live. All changes must also be approved in advance.

4.4.2 Online Auctions Prohibited; Blogs, Chat Rooms, Social Networks, and other Online Forums Permitted. Except as otherwise indicated herein, you should not use any other website, including but not limited to, online blogs, chat rooms, social networks, online auction sites, video websites, or any other online forum to market, sell, advertise, promote, or discuss MonaVie's Products or services, or the MonaVie opportunity. You agree that this provision is material to the Agreement and if you breach it by advertising our Products or services through an on-line auction, you agree that we may terminate the Agreement with you without notice. Notwithstanding the foregoing,

4.4.2.1 You should absolutely refrain from selling Products on an internet auction site. You agree that this provision is material to the Agreement and if you breach it you agree that we may terminate the Agreement without notice.

4.4.2.2 Upon completion of a Compliance Certification course, you may post text and videos on or in blogs, chat rooms, social networking sites, video websites, to market, sell, advertise, promote, or discuss MonaVie's Products or services, or the MonaVie opportunity, subject to the following:

- All text postings must include your name and ID number;
- All video must include a clear image of your name and ID number;
- All claims comply with section 4.1 above; additionally you must disclose that you are a compensated independent distributor of our Products.
- The videos must be approved in advance by our Compliance department;
- You must use the MonaVie Independent Distributor logo/image in conjunction with your posting.
- If your posting contains images or references to

a celebrity or copyrighted material, you must have express written consent from the owner of the image or copyrighted material and provide such consent to MonaVie upon request.

- All postings must contain business opportunity content only. Product names may be mentioned, but no testimonials or further discussion of the Products is allowed. The posting may refer the viewer to a website authorized to promote the Products (e.g., our company website or your authorized replicating website).

4.4.3 Names and Email Addresses. You may not use or attempt to register or sell any of MonaVie's trade names, trademarks, service names, service marks, Product names, or any derivative thereof, for any internet domain name or email address.

4.5 Other Sales Media. MonaVie Products may not be sold or promoted through catalogs or other mass sales mediums, such as magazines, infomercials, television, radio, or other related sales media, unless approved by us. You may advertise with a vehicle wrap, using only images approved by us. To begin this process, please contact compliance at compliance@monavie.com. We will not release the approved images to you, but to your graphics designer. Once the design has been completed and prior to wrapping the vehicle, a picture of the vehicle and the end design must be submitted for a final approval.

4.6 Retail Establishments. You may not sell or promote Products through retail establishments except as stated herein. A retail establishment is any fixed location where the primary business is to sell products to the public.

4.6.1 You may sell Products and Sales Tools through service establishments. These service establishments must require a membership and/or appointment, and the services performed must be health and wellness related. Advertising in a service establishment is limited to Official MonaVie Materials, which may be displayed only in the private membership and/or appointment area of the establishment. They may not be displayed in waiting rooms and similar, public areas, etc. No Sales Tools may be visible from the outside of the establishment.

4.6.2 You may sell bottle products through restaurants and bars as long as the establishments i) sell the Product as a mixer or shot; ii) do not sell containers for carry-out; iii) advertise with approved sales tools on the exterior or interior of their public area; and iv) reference the menu listing of shots and mixers by the name of the Product only (MonaVie Active™ - with no health claims or ingredient listings). If available from us, you may sell MonaVie E^{MV}™ and other similar Products

through restaurants and bars if i) you have an ownership interest in the establishments, ii) you sell such products through no more than three (3) establishments and the establishments are not a regional or national chain; and iii) you do not sell containers for carry-out.

4.7 Trade Shows, Expositions, and Other Sales Forums. MonaVie provides a Trade Show Request Form in the Distributor's Virtual Office, or upon request through Distributor Support. Distributors may display and/or sell ONLY MonaVie Products at trade shows and professional expositions, with prior written approval from Compliance. Requests are approved on a first-submitted, first-served basis, and a maximum of one representation per event is allowed. Only one event per Distributor at a time is permitted. At the completion of each event, an additional request may be made. MonaVie further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of the Products or 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 MonaVie wishes to portray.

4.8 Generic Business Advertisements. If you advertise in a newspaper or other advertising mediums, the following guidelines apply:

4.8.1 No advertisement may imply that a job, position, salary, or any type of employment is allowed when seeking potential applicants to recommend.

4.8.2 No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The MonaVie opportunity is not employment, and may not be presented as such. Terms such as "manager trainee," "management positions available," "travel provided," "call for interview," "positions available," "now hiring," and other misleading statements are not allowed.

4.8.3 No specific income can be promised or implied, and any references to compensation must use the word "Bonuses" to indicate the independent contractor status of Distributors.

4.8.4 Advertisements may not contain references to MonaVie or our Products (i.e., no product or açai mention, no use of MonaVie logo or bottle design, no health claims).

4.8.5 You may not use any of MonaVie's trademarks or trade names in any advertising.

4.9 Email and Fax Communication. MonaVie does not permit Distributors to send unsolicited emails unless such emails strictly comply with applicable laws. Please see Addendum A for country-specific rules.

4.9.1 Requirements. Any email sent by you that promotes MonaVie, the MonaVie opportunity, or the Products, must comply with the following:

4.9.1.1 There must be a functioning return email address to the sender.

4.9.1.2 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).

4.9.1.3 The email must include your physical mailing address.

4.9.1.4 The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.

4.9.1.5 The use of deceptive subject lines and/or false header information is prohibited.

4.9.1.6 All opt-out requests, whether received by email or regular mail, must be honored within two (2) business days.

4.9.2 Consent to Receive Emails. We may periodically send commercial emails on behalf of Distributors. By entering into the Agreement, you agree that we may send such emails and that the Distributor's physical and email addresses will be included in such emails as outlined above. You should honor opt-out requests generated as a result of such emails sent by the Company.

4.9.3 No Unsolicited Fax and Phone Advertising. Except as provided in this section, you may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of your MonaVie business.

4.10 Phone Use. You may not answer the telephone by saying "MonaVie," "MonaVie Incorporated," or by any other manner that would lead the caller to believe that he or she had reached MonaVie's corporate offices.

4.11 Correspondence. You may only represent that you are a MonaVie Distributor. All correspondence and approved business cards relating to or in connection with your MonaVie business should contain your name followed by the term "Independent Distributor."

4.12 Media and Media Inquiries. You must not initiate any interaction with the media or attempt to respond to media inquiries regarding MonaVie, its Products or services, or your independent MonaVie business. All inquiries by any type of media must be immediately referred to MonaVie's Communications department at media@monavie.com, or by calling +1 (801) 748-3153. Additionally, you

may not draft, publish, post on the internet, or otherwise dispense verbal or written MonaVie-related press releases or statements to the media. This policy is designed to ensure that accurate and consistent information is provided to the public and to maintain the desired public image.

4.13 International Marketing.

4.13.1 Business Models. We operate under one of two models in those countries in which we have chosen to do business:

4.13.1.1 On the Ground (OTG). This is a fully operational business model. Products are properly labeled and legalized for resale in the country. Product is purchased in local currency and Bonuses may be paid in local currency. Marketing material specific to the country is available for Distributors residing in that country.

4.13.1.2 Not for Resale (NFR). This is a model of limited activity. Residents of an NFR market may enroll to purchase Product for personal consumption only. They may not sell, distribute, or gift the Product in any way to persons outside their household. They purchase Product from our U.S. or designated office and may receive Bonuses in U.S. currency where allowable by law.

4.13.2 Qualifications. To recommend applicants outside your home country of enrolment, your Distributorship must be in good standing; you must request, read, and comply with the Policies and Procedures and such other guides as we may have available for the Opened Country; and we may require you to pay an international Sponsoring fee for each OTG and NFR country in which you wish to recommend others.

4.13.3 Sponsoring in an Opened Country. Your compliance with this section protects us, you, and our collective ability to conduct business in selected countries. Violation of these policies may result in governmental regulatory action, which may include severe fines, confiscation of property, closure of business operations, or even imprisonment. Accordingly:

4.13.3.1 You should not engage in blind prospecting without our prior written approval. Many countries have strict privacy laws that forbid blind solicitations. Also, many local laws forbid advertising for leads.

4.13.3.2 You should not advertise for leads without the prior written consent of our designated officer or employee.

4.13.3.3 You should not import any Product into a market for which that Product is not officially approved. Products are labeled and sometimes

formulated for specific countries.

4.13.3.4 You should not distribute our Sales Tools or any Black Diamond Sales Tools not approved for the country in which it is intended. Promotional statements from one country's literature may not be appropriate or legal in another country.

4.13.3.5 You do not have the right to sell Products in an Opened Country that is not your home country of enrolment. That right is reserved to Distributors residing and enrolled in the Opened Country (if OTG). To avoid adverse tax consequences and restitution requirements, you should refer Product sales to your downline residing in the Opened Country.

4.13.3.6 You may not send any unauthorized Products to another country. Products to be sold in an Opened Country must be obtained directly from that country's Company office or warehouse.

4.13.3.7 You may not seek or participate in media coverage of any kind without prior written approval from us.

4.13.3.8 You may not misrepresent Products or the MonaVie opportunity in the country.

4.13.3.9 You may not make claims or guarantees of specific earnings potential. You may not make unlawful health claims about our Products.

4.13.3.10 You must comply with the Policies and Procedures of both the country in which you enrolled and the Opened Country in which you desire to do business.

4.13.3.11 You must understand and comply with the laws of the Opened Country.

4.13.4 Pre Market Activity in a Country Announced for OTG Operations. You may not engage in any business activity in an unopened country unless we make a general announcement to all qualifying Distributors. Such general announcement will specify the limited business activities permissible in the unopened market, including the date when pre-market activity may commence and the scope of the pre-market activity. Non-compliance with covenants of this subsection or the limitations set forth in the general announcements may result in termination of the Agreement.

4.13.5 Sponsoring in a Not for Resale Country. In an NFR country, we permit persons to import Products for personal consumption only. Accordingly, while these Policies and Procedures are inapplicable to persons residing in an NFR market, you agree to and should not sell, offer to sell, distribute, import, or gift Products in an NFR market, nor should you encourage, aid or abet

a person to do the same. Meetings must be limited to explaining the MonaVie opportunity and recommending others pursuant to specific guidelines for each NFR market.

4.13.6 Monthly Processing Fee. A monthly processing fee may be charged for each country in which you conduct your MonaVie business if legally permissible.

4.13.7 Earnings. There may be specific withholding requirements in your home country; when required, we will deduct such withholdings from your earnings and remit them to the appropriate government agency.

SECTION 5 RETAIL SALES

5.1 Selling to End Consumers. The MonaVie opportunity is built on selling Products to end consumers. Your primary opportunity as a Distributor is to develop and maintain Customers. We also allow you to purchase Product that you may use as a sales tool and that you and your family may consume. You agree to not purchase more Product than what you can resell to your Customers in a reasonable period of time.

5.2 Participation in the Compensation Plan. You should fulfil the following sales requirements to be eligible for participating in the Compensation Plan.

5.2.1 Each order you place should comply with the 70% rule as set forth in the Agreement.

5.2.2 The value of your retail product sales in a particular month must meet the minimum monthly qualifying volume specified by MonaVie from time to time.

5.2.3 Your Distributorship must be in good standing with us. "Good standing," as used throughout the Agreement, means that you are not in breach of the Agreement, regardless of whether we have given you notice to cure the breach.

5.3 Sales Receipts. When making a sale to a Customer, you must provide him or her with an official MonaVie sales receipt at or prior to the time of the initial sale and every sale thereafter, pursuant to Addendum B. These receipts may set forth any consumer rights afforded by law for retail sales. You must also verbally inform the Customer of his or her cancellation rights, if any, as set forth on the official sales receipt.

5.3.1 Approved sales receipts are found in your Virtual Office "Document Library." When making the sale, you must complete the information required on the sales receipt, including the items ordered, the transaction amount, and the Customer's name, address, and telephone number. You must keep a copy of the sales receipt for your records.

5.3.2 You should keep copies of all Retail Sales Re-

ceipts on file for at least four years. You are required to pay any applicable transactional taxes, if required by law. We will maintain documentation for orders placed directly to the Company by your Customers.

SECTION 6 ORDERING

6.1 Return of Product and Sales Aids. See Addendum B.

6.2 Product Abandonment. An order transaction is considered complete only when the order has been paid for and delivery method has been satisfied. If these conditions are not met within 90 days from the date of order, we reserve the right to determine the final outcome of the order and you release us from any further obligation or liability.

6.3 Pickup Center Orders. We do not permit any individual or Distributor to pick up another Distributor's will-call order without properly substantiated picture ID.

6.4 Returned Cheques. All cheques returned by your bank for insufficient funds will be re-submitted for payment. Where lawful, a returned cheque fee will be charged to your account. After receiving a returned cheque from you or your Customer, all future orders must be paid by credit card, money order, or cashier's cheque. Any outstanding balance owed us by you for Non-Sufficient Fund cheques and returned cheque fees will be withheld your account, though our failure to withhold does not relieve you of your obligation to pay. The fee is due upon placement of the debt on your account with us.

6.5 Restrictions on Third Party Use of Credit Cards and Checking Account Access. You may not facilitate any MonaVie purchase using a credit card or payment method other than your own unless we have on file an official MonaVie Authorization Letter prior to the transaction. The form authorization letter is found in the Document Library of your Virtual Office.

6.6 Transaction Taxes. See Addendum A.

6.7 AutoShip. AutoShip is our automatic ordering programme. While enrolment is optional, AutoShip ensures that you have (1) an adequate inventory with which you can service your Retail Customers, (2) adequate Product for demonstrations and sampling purposes; and (3) if desired, adequate inventory for personal use. The AutoShip programme eliminates the inconvenience of placing monthly orders manually.

6.7.1 Cycle. AutoShip orders run on a 28-day cycle. Your order will not be processed on the same day every month, but rather on a sliding calendar. A calendar is provided in every Distributor's Virtual Office so you can track when your next AutoShip is scheduled to run. The date of your AutoShip shipment can be changed in the Virtual Office or by calling MonaVie Distributor Support.

6.7.2 AutoShip Status. You may modify, deactivate, or reactivate your AutoShip profile at any time. However, any modification or cancelation must be submitted at least three (3) business days prior to the next AutoShip shipment date. Requests made after that may not be effective until the following shipment date.

SECTION 7 BONUSES

7.1 Bonus Qualifications. As a Distributor, you are entitled to receive Bonuses from us pursuant to the currently published Compensation Plan if you are in good standing and in compliance with the terms of the Agreement.

7.2 No Earning Guarantee. You are neither guaranteed a specific income nor assured any level of profit or success. Your profit and success can come only through the successful retail sale, use, and consumption of our Products and the retail sales, use, and consumption of our Products by other Distributors in your downline.

7.3 Payment. We will pay your Bonuses within two weeks following the close of a bonus period. For business accounts, we will pay to the business listed on the account; otherwise we will pay to the primary account holder.

7.4 Errors or Questions. If you have questions about or believe any errors have been made regarding Bonuses, PEARs, or charges, you must notify us in writing within sixty (60) days of the date of the purported error or incident in question. We will not be responsible for any errors, omissions, or problems not reported to the Company within sixty (60) days.

7.5 Processing and Other Fees. We may deduct from your Compensation Plan earnings or charge you a reasonable processing fee for computer processing and other customer services. If you request special services, we may charge an hourly fee with a one hour minimum or a flat fee. We will quote you the fee prior to initiating the services.

SECTION 8. DEFINITIONS

8.1 AUTOSHIP. A programme in which we automatically ship Products to you.

8.2 BONUSES. Monies earned by you, as determined by the Personal Volume of Products retailed or purchased by you and the Group Volume of your Downline, as set forth in the Compensation Plan.

8.3 COMPENSATION PLAN. The method by which you generate Bonuses and are compensated for retail sales and sales Volume within your downline. The Compensation Plan is described in the Company's literature.

8.4 CUSTOMER. End Consumers of the Product, including your retail and Preferred Customers.

8.5 DISTRIBUTOR. An independent contractor whose Distributor Application has been accepted by us.

8.6 DISTRIBUTOR KIT. A selection of MonaVie at-cost training materials and business support literature that each new Distributor purchases unless prohibited by law.

8.7 DISTRIBUTORSHIP. The collective rights arising from the Agreement granted to you to purchase, sell, distribute, and promote the Products and MonaVie business opportunity.

8.8 GROUP VOLUME (GV). The point value of Products sold to the downline in your Placement Tree.

8.9 OFFICIAL MONAVIE MATERIAL. Literature, audio or video tapes, and other materials developed, printed, published, and distributed by MonaVie to Distributors.

8.10 OPENED COUNTRY. A country that we have officially opened for business using an OTG or NFR model.

8.11 PERSONAL ENROLMENT TREE. Your downline organization of Distributors you personally recommend and those Distributors that they personally recommend.

8.12 PERSONAL VOLUME (PV). The point value of Products you sell to your Customers who use your distributor ID number or of Products we sell to you.

8.13 PERSONALLY ENROLLED ACTIVITY REPORT (PEAR). A report generated by us that provides information relating to the identities of Distributors, sales information, and activity of Distributors in your Personal Enrolment Tree. This report contains confidential and trade secret information which is proprietary to the Company.

8.14 PLACEMENT. Your position inside your Sponsor's Placement Tree.

8.15 PLACEMENT TREE. The structure of your downline sales organization.

8.16 PREFERRED CUSTOMER. An individual enrolled in MonaVie's database so that he or she can place orders directly with MonaVie. A Preferred Customer is not a Distributor.

8.17 PRODUCTS. Any commodity sold by us that has Volume assigned to it.

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

8.19 SALES TOOLS. Any audio or visual device used to

promote the MonaVie Products and/or opportunity. It may be printed; electronic; a logo used on clothing, decals, or in any other form.

8.20 SPONSOR. A Distributor who recommends an applicant to the Company and is listed as the Sponsor on the Distributor Application.

8.21 VOLUME. The point value assigned to Products sold for purposes of calculating Bonuses under the Compensation Plan.

ADDENDUM A – AUSTRALIA

A.1 OPPORTUNITY CLAIMS. The following are guidelines that are generally consistent with Australian advertising law.

a. Business Opportunity Specific Claims.

- 1) Eliminate use of the term "business opportunity" completely, which is a regulated form of business that is not to be confused with direct selling.
- 2) Use "income opportunity," "financial opportunity," or "home-based opportunity."
- 3) When discussing the MonaVie opportunity, you must mention that the purchase of tools is optional.
- 4) The word FREE should never be used to describe MonaVie products - regardless of how they're obtained.
- 5) If making statistical or economic claims, ensure that the claim is relevant to the Australian market in which the target audience is likely to operate the distributorship.

b. AutoShip.

- 1) Position AutoShip as a great way to ensure you never run out of product to service your customers, to share with prospects and to personally consume.
- 2) Do not position the AutoShip as a way to remain active or qualify for compensation. Example: "Neither a product order nor participation in the Auto-Ship programme are required to become a distributor, activate, or remain active. Both are optional".
- 3) You MUST indicate that Auto-Ship is optional for becoming a distributor AND for earning compensation.

c. Purchasing Requirements.

- 1) Do not impose personal purchase requirements.
- 2) There should be an appropriate balance between emphasizing the entitlement of participants to receive override commissions and emphasizing the qualities of the MonaVie products and the entitle-

ment of participants to purchase them.

- 3) Do not make statements to the effect that all a prospect needs to do to progress in the MonaVie system and earn significant financial rewards is to "recommend" new distributors.
- 4) Do not require a distributor to purchase a minimum amount of product.
- 5) You may say that a distributor must generate a certain amount of personal volume to qualify for earnings under the compensation plan.

d. Income Claims.

- 1) Any income presentations (person or paper) must include a line stating, "Please see the MonaVie Income Disclosure Statement at the end of this document or at www.MonaVie.com for complete information regarding the earnings of MonaVie distributors."
- 2) Do not overstate the income opportunity. Have the following questions in mind when making income-related claims:
 - Can your claims be substantiated on an objective basis?
 - Do you have reasonable grounds to make statements about future matters?
 - Where disclaimers and qualifications have been used, are they clearly drawn to the attention of the audience?
 - Where testimonials are used, are they an accurate representation of the outcomes for the person giving the testimonials?
 - Is the person providing the testimonial willing and able to be contacted?
 - Is it clear the testimonial relates only to the outcome for that particular person, and should not be considered a guarantee it will be achieved by all?
 - Are the statements relevant to the target audience, having regard to the market (Australian) in which they will be carrying on their activities as distributors?
- 3) Use terms like "income-creating" rather than "wealth-creating".
- 4) Never present any result or income level as being easy to achieve.

e. Compensation Plan.

- 1) Any income presentations (person or paper) must include a line stating: "Please see the MonaVie Income Disclosure Statement at the end of this

document or at www.MonaVie.com for complete information regarding the earnings of MonaVie distributors."

- 2) PV is "generated" not "purchased."
- 3) Use wording like "Build teams that duplicate by helping your personally recommended distributors build their businesses and you will earn a Star Makers Bonus"
- 4) Regarding Rank Advancements, either is acceptable:
 - To qualify for the following ranks one must be active with 100 or more of personally-generated points during the qualifying week . . .
 - Be active with 100 or more personally-generated points during the qualifying week . . .
- 5) Avoid the words "investment" or "invest". It's OK to talk about investing time or effort – but not money. Accordingly, use words like "cost" or "expenditure" to describe the Distributor Kit.

A.2 INCOME DISCLOSURE STATEMENT. Should MonaVie provide an income disclosure statement based upon sales made exclusively in Australia, the following guidelines apply.

- a. Purpose of the Income Disclosure Statement. MonaVie's corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the Income Disclosure Statement ("IDS"). The MonaVie IDS is designed to convey truthful, timely, and comprehensive information regarding the income that MonaVie Distributors earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Distributors. Copies of the IDS may be printed or downloaded without charge from the corporate website.
- b. Definition and Examples. The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of "statements of non-average earnings" include, "Our number one Distributor earned XXX dollars last year" or "Our average Black Diamond makes XXX per month." An example of a "statement of earnings ranges" is "The monthly income for Blue Diamonds is XXX on the low end to YYY on the high end."

- 1) A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references

to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of "opportunity" or "possibility" or "chance." Claims such as "My MonaVie income exceeded my salary after six months in the business," or "Our MonaVie business has allowed my wife to come home and be a full-time mom" also fall within the purview of "lifestyle" claims.

2) A hypothetical income claim exists when you attempt to explain the operation of the Compensation Plan through the use of a hypothetical example and make certain assumptions regarding the: (1) number of Distributors Sponsored, (2) number of downline Distributors, (3) average product volume per Distributor, and (4) total organizational volume. Additionally, processing these assumptions through the Compensation Plan yields income figures which constitute income claims.

c. Policy In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Distributor or Distributors in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claim is made, you must provide every prospective Distributor with a copy of the IDS and you must display at least one (3 x 5 foot posterboard) in the front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Compensation Plan or the making of an income claim.

A.3 GOVERNMENTAL APPROVAL OR ENDORSEMENT. Neither government agencies nor their officials approve or endorse any Network Marketing companies or products. Therefore, you should not represent or imply that MonaVie, its Products, or its Compensation Plan have been approved, endorsed, or otherwise sanctioned by any government agency or official.

A.4 TAXES.

a. ABNs: If you earn in excess of \$6,000, you are deemed to be carrying on an enterprise for business, and are required to obtain an Australian Business Number ("ABN"). Where an ABN number is required but not provided, commission payments will be subject to a mandatory 46.5% withholding.

1. If your Bonuses equal or exceed \$6,000, you should provide us an Australian Business Number ("ABN"); otherwise, we will be required to withhold 46.5%.

2. You agree that if your Bonuses are less than \$6,000, you certify that you are not carrying on an enterprise for taxation purposes. If applicable, you understand that it is your responsibility to disclose income from MonaVie activities to the ATO.

3. You further agree that MonaVie reserves the right to recover any PAYG and penalties applied to MonaVie by the ATO as a result of misstatement by you."

b. GST: GST registration is required where your business turnover exceeds \$75,000. Total sales turnover includes MonaVie Bonuses as well as non-MonaVie activities. You are required to provide proof of GST registration to MonaVie prior to charging the Company GST on your income. You may choose to register for GST where its sales turnover is less than \$75,000. You agree to notify MonaVie of your GST number if/when GST registration is required, and you agree to provide proof of registration to MonaVie within a reasonable time of registering for GST. You will accept a buyer created invoice from MonaVie, and agree not to issue any separate GST invoice.

c. Product sales: MonaVie™ Juice and Gel Products are currently not subject to GST. MonaVie collects and remits the applicable GST on non-juice and non-gel Product sales to the ATO. You may obtain a copy of the GST Invoice by logging into your VO. If you do not have access to the internet, you may contact Distributor Support and a hard copy will be posted to you.

A.5 TELEMARKETING. While you may not consider yourself a "telemarketer" in the traditional sense of the word, regulations broadly define "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on a "do not call" register could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. Therefore, you should not engage in telemarketing relative to the operation of your MonaVie businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a MonaVie Product or service, or to recruit them for the MonaVie opportunity. "Cold calls" made to prospective Customers or Distributors that promote either MonaVie's Products or services of the MonaVie opportunity constitute telemarketing and are prohibited.

a. Accordingly, you should

1) comply with the Do Not Call Register Act 2006 (the "DNCR Act");

2) without limiting paragraph (a), not call these phone numbers which are listed on the Do Not Call Register established under the DNCR Act;

3) comply with the Telecommunications (Do Not Call

Register) (Telemarketing and Research Calls) Industry Standard 2007 (the "Standard"); and

- 4) without limiting paragraph (c), not conduct calls during the prohibited calling hours prescribed by the Standard.
- b. Subject to the foregoing, you may place telephone call(s) to a prospective Customer or Distributor (a "prospect") under the following limited situations:
- 1) If you have an established business relationship with the prospect. An "established business relationship" is a relationship between you and a prospect based on:
 - i) The prospect's purchase, rental, or lease of goods or services from you within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or services; or
 - ii) A financial transaction between the prospect and you within the eighteen (18) months immediately preceding the date of such a call.
 - 2) The prospect's personal inquiry or application regarding a product or service offered by you within the three (3) months immediately preceding the date of such a call.
 - 3) If you receive written and signed permission from the prospect authorizing you to call. The authorization must specify the telephone number(s) which you are authorized to call.
 - 4) You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship (i.e., you recently personally met him or her). Bear in mind, however, that if you make a habit of "card collecting" from everyone you meet and subsequently calling them, you may be engaging in a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not as a routine practice.
- c. In addition, you shall not use automatic telephone dialing systems relative to the operation of your MonaVie business. The term "automatic telephone dialing system" means equipment that has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator, and (b) to dial such numbers.

A.6 WEBSITES. Subject to the limitations of section 4.4.1, if you have achieved the rank of Diamond Executive, you may have a website to promote your MonaVie business.

ADDENDUM B – AUSTRALIA

RETURN POLICY AND CANCELTION NOTICE

B.1 Return of Product Upon Termination. If you voluntarily terminate the Agreement, you may return Currently Marketable Products in your inventory for a refund. You may only return Products that you personally purchased from us for resale (purchases from third parties are not subject to refund). "Currently Marketable" means that the Products are returned within twelve (12) months of purchase and are in resalable condition; however, Products shall not be considered Currently Marketable if returned for repurchase after the Products' commercially reasonable usable or shelf life period has passed; nor shall Products be considered Currently Marketable if we clearly disclose to you prior to purchase that the Products are seasonal, discontinued, or special promotion Products and are not subject to the repurchase obligation. Upon receipt of Currently Marketable Products, we will reimburse you 90% of the net cost of the original purchase price(s) as otherwise required by law. Shipping and handling charges incurred by you when the Products were purchased will not be refunded.

B.2 Return of Distributor Kit Upon Termination. If you voluntarily terminate the Agreement, you may return the Distributor Kit for a refund if (i) you personally purchased it from us or from another Distributor; and (ii) you return it within thirty (30) days of purchase. Upon receipt of the Distributor Kit, we will reimburse you 90% of the net cost of the original purchase price(s) or as otherwise required by law. Shipping and handling charges incurred by you when the Distributor Kit was purchased will not be refunded.

B.3 No Refund for Sales Tools. We will not refund Sales Tools other than the Distributor Kit as described herein.

B.4 Return of Product—No Termination. If you are not 100% satisfied with our Products, you may return them for a refund if neither you nor we have terminated the Agreement and the Products were purchased within ninety (90) days and are in resalable condition. The refund shall be 90% of the purchase price. Shipping and handling charges incurred by you when the Products were purchased will not be refunded.

B.5 Refused Products. If you order Products and then refuse delivery, your order is subject to the restocking fee and other procedures for returns herein, and we may charge you for the return shipping costs.

B.6 Refund Procedures. To receive a refund, you must comply with the following:

- a. Obtain a Return Merchandise Authorization (RMA) number by calling the Distributor Services department. This RMA number must be written on each carton returned.

RMA's are valid for 30 days from the date of issue.

- b. Proper shipping carton(s) and packing materials are to be used in packaging the Product(s) being returned for replacement. All returns must be shipped to MonaVie pre-paid. MonaVie does not accept shipping-collect packages. The risk of loss in shipping for returned Product shall be borne by you. If returned Product is not received by the Company's Distribution Center, it is your responsibility to trace the shipment.
- c. If you are sending Product that was returned to you by your Retail Customer, the Product must be received by us within ten (10) days from the date on which your Retail Customer returned the Product to you and it must be accompanied by a copy of the sales receipt you gave to the Customer at the time of the sale.

B.7 Cancellation Notice. You should give your Customer two copies of an official MonaVie sales receipt (one to keep and one to send). The sales receipt can be found in the Document Library of your Virtual Office. The sales receipt should be dated and show your name and address. The sales receipt must be in the same language that is used in the sales presentation. The following cancellation notice appears on the sales receipt and must be given verbally by you when making a retail sale to a Customer. You must comply with its terms.

CANCELTION NOTICE TERMS AND CONDITIONS

You, the Customer, may cancel this transaction at any time up to 30 calendar days after the transaction without any penalty or obligation.

If you cancel, any payments made by you under the sale will be returned within 10 BUSINESS DAYS following receipt by the Distributor of your Notice of Cancellation.

If you cancel, you must make available to the Distributor, at your residence, any goods delivered to you under this contract or sale in substantially the same condition as when received, or you may, if you wish, comply with the instructions of the Distributor regarding how to return shipment of the goods at the Distributor's expense and risk.

If you do make the goods available to the Distributor and the Distributor does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Distributor, or if you agree to return the goods to the Distributor and fail to do so, then you remain liable for the performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice, or any other written notice, or send a letter to.

I hereby cancel this transaction.

[insert Distributor's name]

[insert address of Distributor's place of business]

NO LATER THAN 30 DAYS AFTER _____ .
(transaction date)

I hereby cancel this transaction.

Customer Signature

Date: