

Innov8tive Nutrition, Inc

**Statement of Policies and
Procedures**

Table of Contents

- 1.0 INTRODUCTION.....5
 - 1.1 Mutual Commitment Statement5
 - 1.2 Code of Ethics6
 - 1.3 The Promoter Agreement.....6
 - 1.4 Purpose of Policies and Procedures.....6
 - 1.5 Changes, Amendments, and Modifications7
- 2.0 BASIC PRINCIPLES.....7
 - 2.1 Becoming an Promoter7
 - 2.2 New Promoter Registration.....8
- 3.0 INNOV8TIVE’S PROMOTER RESPONSIBILITIES8
 - 3.1 Correct Address.....8
 - 3.2 Training and Leadership.....8
 - 3.3 Sponsorship.....9
 - 3.4 Unethical Sponsoring.....9
 - 3.5 Cross Sponsoring Prohibition.....10
 - 3.6 Solicitation for Other Companies or Products10
- 4.0 AGREEMENTS AND GENERAL UNDERSTANDINGS.....11
 - 4.1 Rights Granted.....11
 - 4.2 Renewals and Expiration of the Promoter Agreement.....12
 - 4.3 Effect of Termination.....11
 - 4.4 Modification of the Promoter Agreement.....12
 - 4.5 Unauthorized Transfer and Re-Enrollment.....12
 - 4.6 Change of Sponsors or Placement for Promoters.....13
 - 4.7 Voluntary Termination.....12
 - 4.8 Involuntary Termination.....13
- 5.0 BUSINESS ENTITIES.....14
 - 5.1 Definition.....14
 - 5.2 Independent Business Relationship; Indemnification for Actions.....14
 - 5.3 Insurance.....15
- 6.0 POLICY VIOLATIONS15
 - 6.1 Reporting Policy Violation15
 - 6.2 Adherence to the Innov8tive Compensation Plan15
 - 6.3 Adherence to Laws and Ordinances16

6.4	Compliance with Applicable Income Tax Laws	16
6.5	One Innov8tive Business Per Promoter	16
6.6	Actions of Household Members or Affiliated Parties	16
6.7	Identification Numbers and Pay-Out	17
6.8	Sell, Assign or Delegate Ownership.....	18
6.9	Separating a Innov8tive Business	18
6.10	Succession.....	18
7.0	DISCIPLINARY ACTIONS	19
7.1	Imposition of Disciplinary Action - Purpose.....	19
7.1	Consequences and Remedies of Breach.....	20
7.2	Suspension Procedures.....	20
8.0	DISPUTE RESOLUTION	21
8.1	Grievances Against Another Promoter	21
8.2	Mediation Disputes Between an Promoter and Innov8tive.....	22
8.3	Severability	23
8.4	Waiver.....	23
8.5	Governing Law.....	23
9.0	PAYMENT OF COMMISSIONS AND BONUSES	23
9.1	Bonus and Commission Qualifications.....	23
9.2	Computation of Commissions and Discrepancies	24
9.3	Adjustments to Bonuses and Commissions for Returned Products or Promoter Memberships	24
10.0	ORDERING PRODUCT	24
10.1	General Product Ordering Policies.....	24
10.2	Sales to Customers	25
10.3	Insufficient Funds.....	25
10.4	Credit Card Purchases	26
10.5	Sales Tax Obligation	26
10.6	Refund Policy.....	27
10.7	Return Process	27
11.0	INNOV8TIVE OPPORTUNITY	28
11.1	Presentation of Compensation Plan.....	28
11.2	Sales Requirements Are Governed by the Compensation Plan.....	28
12.0	PROPRIETARY INFORMATION AND TRADE SECRETS	29
12.1	Business Reports, Lists, and Proprietary Information.....	29

12.2	Obligation of Confidentiality	29
12.3	Breach and Remedies	29
12.4	Return of Materials	29
13.0	PRIVACY POLICY.....	30
13.1	Introduction.....	30
13.2	Expectation of Privacy	30
13.3	Employee Access to Information.....	30
13.4	Restrictions on the Disclosure of Account Information	30
14.0	ADVERTISING, PROMOTIONAL MATERIAL, USE OF INNOV8TIVE AND TRADEMARKS	30
14.1	Labeling, Packaging, and Displaying Products.....	30
14.2	Use of Innov8tive and Protected Materials	31
14.3	Faxes and E-mail - Limitations	32
14.4	Internet and Third-Party Website Restrictions	33
14.5	Advertising and Promotional Materials.....	35
14.6	Testimonial Permission.....	35
14.7	Telemarketing - Limitations	36
15.0	INTERNATIONAL MARKETING.....	37
15.1	International Marketing Policy.....	37
16.0	SMART-SHIP CANCELLATION.....	38
17.0	SHIPPING POLICY.....	39
18.0	GLOSSARY.....	39

1.0 **INTRODUCTION**

1.1 **Mutual Commitment Statement**

INNOV8TIVE NUTRITION, LLC (hereinafter referred to as “**Innov8tive**”) recognizes that to develop a long-term and mutually rewarding relationship with its independent participants (hereinafter referred to as “Promoter(s)” and Customers, is committed to:

- (i) Providing prompt, professional, and courteous service and communications to its Promoters and Customers;
- (ii) Providing the highest level of quality products, at fair and reasonable prices;
- (iii) Exchanging or refunding the purchase price of any product, service, or membership as provided in our return policies contained herein;
- (iv) Delivering orders promptly and accurately;
- (v) Paying commissions accurately and on a timely basis;
- (vi) Offering a mutually beneficial compensation plan; and
- (vii) Supporting, protecting, and defending the integrity of the Innov8tive Business Opportunity.

In return, Innov8tive expects that its Promoters will:

- (i) Conduct themselves in a professional, honest, and considerate manner;
- (ii) Present Innov8tive Corporate and product information in an accurate and professional manner;
- (iii) Present the Innov8tive Compensation Plan and return and exchange policies in a complete and accurate manner;
- (iv) Not make exaggerated income or product claims;
- (v) Make reasonable effort(s) to support and train other Promoters and Customers in their organization;
- (vi) Not engage in cross-line recruiting, unhealthy competition, or unethical business practices; and
- (vii) Provide positive guidance and training to Promoters and Customers in their organization while exercising caution to avoid interference with other organizations. As such, a Promoter is discouraged from providing cross-line training to other Promoters or Customers in different organization without first obtaining consent of the Promoter’s or Customer’s upline leader;
- (viii) Support, protect, and defend the integrity of the Innov8tive business opportunity.

1.2 Code of Ethics

- a) Innov8tive desires to provide its independent Promoters with the best products and Compensation Plan in the industry. Accordingly, Innov8tive values constructive criticism and encourages the submission of written comments addressed to Innov8tive's Compliance Department.
- b) Promoters shall not make negative and disparaging comments about Promoters, Innov8tive, its products or services, the Compensation Plan, or Innov8tive's directors, officers, or employees, product suppliers or agents. Promoters should also refrain from making any statements that unreasonable offend, mislead or coerce others. Such conduct represents a material breach of these Policies and Procedures and may be subject to disciplinary action deemed appropriate by Innov8tive.
- c) Innov8tive endorses the following code of ethics:
 - (i) Promoters must show fairness, tolerance, and respect to all people associated with Innov8tive, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.
 - (ii) Promoters shall strive to resolve business issues, including situations with their organizations Promoters, with tact, sensitivity, and good will, and taking care not to create additional problems.
 - (iii) Promoters must be honest, responsible, professional and conduct themselves with integrity.
- d) Innov8tive may take appropriate action against a Promoter if it determines, in its sole discretion, that a Promoter's conduct is detrimental, disruptive, or injurious to Innov8tive or to other Promoters.

1.3 The Promoter Agreement

- a) Throughout these Policies and Procedures, when the term "Agreement" is used, it collectively refers to the Promoter Agreement, the most current version of these Policies and Procedures in effect and any addendums thereto, the Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and amendments thereto. The current Innov8tive Compensation Plan is attached hereto as Addendum 1 and is incorporated herein by reference for all purposes.
- b) It is the responsibility of the Sponsoring Promoter to provide the most current version of these Policies and Procedures (available on Innov8tive's website www.Innov8tivenutrition.com), the Income Disclosure Statement, the Innov8tive Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their organization's Promoters. The Income Disclosure Statement is attached as Addendum 2 and is incorporated by reference for all purposes.

1.4 Purpose of Policies and Procedures

- a) Innov8tive is direct sales-based business model that markets products and services through an organization of independent business owners. To clearly define the relationship

that exists between Promoters and Innov8tive, and to explicitly set a standard for acceptable business conduct, Innov8tive has established these Policies and Procedures.

- b) Promoters and Customers are required to comply with:
 - (i) all of the Terms and Conditions set forth in the Agreement which Innov8tive may amend from time to time in its sole discretion; and
 - (ii) all Federal, State, and/or local laws governing his, her and/or its Innov8tive business.
- c) Promoters must review the information in these Policies and Procedures carefully. Should a Promoter have any questions regarding a policy or procedure, the Promoter is encouraged to seek an answer from their Sponsor or any other upline Promoter. If further clarification is needed, the Promoter may contact the Innov8tive Customer Service Team by submitting an email to: support@innov8tivenutrition.com.

1.5 Changes, Amendments, and Modifications

- a) Because Federal, state, and local laws, as well as the business environment, periodically change, Innov8tive reserves the right to amend the Agreement at any time. Notification of amendments shall appear in official Innov8tive materials, Innov8tive website, social media outlets and/or in the Promoter's back office.
- b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
 - (i) Posting on the official Innov8tive website;
 - (ii) Electronic mail (e-mail); or
 - (iii) Any Innov8tive communication channels or social media outlets (i.e. Facebook, Instagram, Twitter and/or the Innov8tive APP).

2.0 BASIC PRINCIPLES

2.1 Becoming a Promoter

- a) To become a Promoter, an applicant must comply with the following requirements:
 - (i) Be of the age of majority (not a minor) in his or her state of residence;
 - (ii) Reside or have a valid address in the United States or U.S. territory in which Innov8tive is licensed to operate;
 - (iii) Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number (TIN) or federal Business Number;
 - (iv) Enter a verified mobile phone number, which is not in use or associated with any other Innov8tive account, which will be verified through a verification code sent to the number; and

- (v) Acknowledge and accept all FTC requirements associated with Innov8tive participation as a Promoter.

2.2 New Promoter Registration

- a) A potential new Promoter may self-enroll on any Promoter's/Sponsor's website, Innov8tive will accept websites enrollments if the applicant:
 - (i) Fully and accurately completes the Innov8tive online application;
 - (ii) Qualifies for participation under the Agreement; and
 - (iii) Acknowledges, accepts and agrees to be bound by all terms and conditions of the Agreement by submitting an electronic signature as promoted on the website. Please note that the electronic signature creates a legally binding Agreement between the Promoter and Innov8tive.
- b) Signed documents, including, but not limited to, Promoter Agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Promoter's position.
- c) If one applicant enrolls creating an Account listing a certain sponsor and enrolls a second time listing multiple sponsors, only the first completed form to be received by Innov8tive will be accepted. Innov8tive reserves the right, at its sole discretion, to make the final decision with respect to all such disputes.

3.0 INNOV8TIVE'S PROMOTER RESPONSIBILITIES

3.1 Correct Address

- a) It is the responsibility of the Promoter or Customer to make sure Innov8tive has the correct shipping address before any orders are shipped.
- b) A Promoter and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by Innov8tive Support Team.

3.2 Training and Leadership

- a) Any Promoter who sponsors another Promoter into Innov8tive must assist and train his, her, or its organization to ensure they are properly operating their Innov8tive business. Sponsoring Promoters should have ongoing contact and communication with the Promoters in their organizations.
- b) A Sponsoring Promoter should monitor the Promoters in his, her, or its organizations to ensure that their Promoters do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Promoters should be able to provide documented evidence to Innov8tive of his, her, or its ongoing fulfillment of the responsibilities of a Sponsor.

- c) Up line Promoters are encouraged to educate and train new Promoters about Innov8tive products and services, effective sales techniques, the Innov8tive Compensation Plan, along with compliance with Innov8tive Policies and Procedures and any and all social media guidelines or any other guidelines and amendments thereto implemented at that time. Marketing product is a required activity in Innov8tive and must be emphasized in all recruiting presentations.
- d) Use of Sales Aids. To promote Innov8tive's products and opportunity, Promoters should use the sales aids and support materials provided by Innov8tive. To ensure compliance with applicable laws and regulations, any sales aids or support materials (including written sales aids, promotional materials, advertisements, websites, flyers, or other literature), which are not provided by Innov8tive must be submitted via email to the Compliance Department for approval prior to use at compliance@innov8tivenutrition.com. **Unless the Promoter receives specific written approval to use the material, the request shall be deemed denied.** All Promoters shall safeguard and promote the good reputation of Innov8tive and its products. The marketing and promotion of Innov8tive, the Compensation Plan, and Innov8tive products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.3 Sponsorship

- a) The Sponsor is the person who introduces a Promoter or Customer to Innov8tive, helps him or her complete his or her enrollment (registration), and supports and trains those in his, her, or its organization.
- b) Innov8tive recognizes the Sponsor as the name(s) shown on the first signed Agreement (electronically or otherwise) received by Innov8tive.
- c) All active Promoters in good standing have the right to Sponsor and enroll (register) others into Innov8tive. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Promoter will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Promoter who presented a comprehensive introduction to Innov8tive products or business opportunity.
- d) In the event of controversy, Innov8tive reserves the right to designate a prospect's Sponsor and all such determinations are final.

3.4 Unethical Sponsoring

- a) Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition by attempting to acquire a prospect or new Promoter away from a fellow Promoter or influencing another Promoter to transfer to a different sponsor.
- b) Allegations of unethical sponsoring must be reported in writing to the Innov8tive Compliance Department within the first 30 days of the new Promoters enrollment. If the reports are substantiated, Innov8tive may transfer the Promoter or the Promoter's organization to another sponsor or organization without approval from the current up-line Sponsor.
- c) Innov8tive prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the Innov8tive compensation system and/or the marketing plan in order to trigger commissions

or cause a promotion off a Promoter in an unearned manner. One example of Stacking occurs when a Sponsor places Promoter(s) under an inactive Promoter without his, her, or its knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent Promoter positions of all individuals and/or entities found to be directly involved.

- d) Should Promoters engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Innov8tive products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Promoter alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, Innov8tive will not pay any of Promoter's defense costs or legal fees, nor will Innov8tive indemnify the Promoter for any judgment, award, or settlement.

3.5 Cross Sponsoring Prohibition

- a) "Cross sponsoring" is defined as the enrollment into a different line of sponsorship of an individual, or business entity, that already has a signed a Promoter Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Innov8tive, sanctions up to and including termination of a Promoter's position may be imposed.
- b) The use of a Spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal Business Numbers, or fictitious ID numbers to evade or circumvent this Cross-Sponsoring Policy is not permitted.
- c) This Policy does not prohibit the transfer of an Innov8tive business in accordance with Innov8tive's Transfer of Sale or Transfer Policy set forth in these Policies.

3.6 Solicitation for Other Companies or Products

- a) A Promoter and/or Customer may participate in other direct sales, multilevel, network marketing or relationship marketing businesses or marketing opportunities, as long as it is not a Competing Product as defined herein. However, during the Term of this Agreement and for six (6) months thereafter, a Promoter may not recruit any fellow Promoter or Customer for any other direct sales or networking business, unless that fellow Promoter or Customer was personally sponsored by such Promoter.
- b) The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Promoter or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Promoter's actions are in response to an inquiry made by another Promoter or Customer.
- c) During the term of this Agreement any Promoter must not sell, or entice others to sell, any competing products or services, including training materials, to Innov8tive Customers or Promoters.
- d) A Promoter may not display or bundle Innov8tive products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Promoter into believing there is a relationship between the Innov8tive and non-Innov8tive products and services.

- e) A Promoter may not offer any non-Innov8tive opportunity, products or services at any Innov8tive related meeting, live or virtual, event, seminar or convention that other Promoters or Customers are known to be attending.

4.0 AGREEMENTS AND GENERAL UNDERSTANDINGS

4.1 Rights Granted

- a) Innov8tive hereby grants to the Promoter a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
 - (i) Purchase Innov8tive products and services;
 - (ii) Promote and sell Innov8tive products and services; and
 - (iii) Sponsor new Promoters and Customers in countries where Innov8tive is currently authorized to do business or becomes authorized to business in the future.

4.2 Renewals and Termination of the Promoter Agreement

- a) If the Promoter allows his, her, or its Promoter Agreement to expire due to nonpayment, the Promoter will lose any and all rights to his, her or its organization unless the Promoter re-activates within sixty (60) days following the expiration of the Application.
 - (i) If the former Promoter re-activates within the sixty (60) day time limit, and Innov8tive accepts the renewal, the Promoter will resume the rank and position held immediately prior to the expiration of the Promoter Agreement. However, such Promoter's paid as level will not be restored unless he, she and/or an entity qualifies at that payout level in the new month. The Promoter is not eligible to receive commissions for the time period that the Promoters position was expired.
 - (ii) Any Promoter who was terminated or whose Agreement has expired and lapsed the sixty (60) day grace period is not eligible to re-apply for an Innov8tive business for six (6) months following the expiration of the Promoter Agreement.

4.3 Effect of Termination

- a) Following a Promoter's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Promoter:
 - (i) Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Promoter's former organization or any other payments in association with the Promoter's former independent position;
 - (ii) Effectively waives any and all claims to property rights or any interest in or to the Promoter's former organization; and
 - (iii) Shall receive commissions and bonuses only for the last full pay period in which he, she, or it was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation and less any other amounts owed to Innov8tive.

4.4 Modification of the Promoter Agreement

- a) A Promoter may modify his, her, or existing Promoter Agreement (i.e., add a Spouse or partner to the account, or change the form of ownership from an individual to a business entity owned by the Promoter) by submitting a written request, accompanied by a new Promoter Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation. The new agreement must be approved by Innov8tive.

4.5 Unauthorized Transfer and Re-Enrollment

- a) In the event a Promoter discovers that a Promoter in his, her, or its organization has re-enrolled under a different Promoter, the Promoter should notify the Innov8tive Compliance Department and request the Promoter be transferred back to his/her/its organization without the new organization he/she/it may have created on the new spot.

4.6 Change of Sponsor for Promoters

- a) Placement corrections may be requested within a period of seventy-two (72) hours from the time of placement. Such adjustments require written permission from the Innov8tive Support Department. Such requests must be submitted from the personal back office of the Sponsor as well as the Promoter seeking to be moved.
- b) At the discretion of Innov8tive, Promoters who have not ordered products or services for at least six (6) months, and who have not tendered a letter of resignation, are eligible to re-enroll in Innov8tive under the Sponsor of their choice.
- c) Upon written notice to Innov8tive that a former Promoter wishes to re-enroll, Innov8tive will “compress” (close) the original account. A new Innov8tive ID number will then be issued to the former Promoter. The Promoter does not retain former rank, organization, or rights to commission from his, her, or its former organizations.
- d) Innov8tive reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.
- e) Innov8tive retains the right to approve or deny any request to re-enroll after a Promoter’s termination.
- f) If re-enrollment is approved, the former Promoter will be issued a new Innov8tive ID number and will be required to submit a new Promoter Agreement, and pay for the new Promoter annual membership fee. The Promoter will not be entitled to keep any former rank, organization, or rights to commission from any prior organization.

4.7 Voluntary Termination

- a) A Promoter may immediately terminate his, her, or its position by submitting a written notice or email to the Innov8tive Compliance Department at compliance@innov8tivenutrition.com. The written notice must include the following:
 - (i) A statement of the Promoter’s intent to terminate the Agreement;

- (ii) Date of termination;
 - (iii) Innov8tive Identification Number;
 - (iv) Reason for terminating; and
 - (v) Signature.
- b) An Innov8tive Promoter may not use termination as a way to immediately change Sponsor and Placement. Instead, the Promoter who has voluntarily terminated is not eligible to reapply for a position or have any financial interest in any Innov8tive business for 6 months from the date of their last purchase or showing as “inactive” in the system. No partial reimbursement for the Membership Fee will be issued

4.8 Involuntary Termination

- a) Innov8tive reserves the right to terminate a Promoter’s position for, but not limited to, the following reasons:
- (i) Violation of any provision of the Promoter Agreement;
 - (ii) Violation of any applicable law, ordinance, or regulation regarding the Innov8tive business;
 - (iii) Engaging in unethical business practices or violating standards of fair dealing; or
 - (iv) Returning over \$500 worth of products, services and/or sales tools for a refund within a 12-month period.
- b) Innov8tive will notify the Promoter in writing by certified mail, return receipt requested or overnight documented mail, at his, her, or its last known address of its intent to terminate the Promoter’s position and the reasons for termination. The Promoter will have fifteen (15) calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Innov8tive will then have thirty (30) calendar days from the date of receipt of the Promoter’s response to render a final decision as to termination.
- c) If a decision is made by Innov8tive to terminate the Promoter’s Agreement, Innov8tive will inform the Promoter in writing that the Promoter Agreement is terminated effective as of the date of the written notification.
- d) If the termination is not rescinded, the termination will be effective as of the date of the original termination notice from Innov8tive. The former Promoter shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Innov8tive products or services. Innov8tive will notify the active Upline Sponsor within ten (10) days after termination. The organization of the terminated Promoter will “roll up” to the active Upline Sponsor on record.
- e) The Promoter who is involuntarily terminated by Innov8tive may not reapply for a position, either under his, her, or its present name or any other name or entity, without the express written consent of Innov8tive, following a review by the Innov8tive Compliance Committee.

In any event, such Promoter may not re-apply for a position for twelve (12) months from the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

- a) A corporation, partnership, or trust (collectively referred to as a “business entity”) may apply to be a Promoter.
- b) A Promoter may change his, her, or its status under the same Sponsor from an individual to a partnership, corporation, trust or from one type of business entity to another. The new entity must be approved by Innov8tive.

5.2 Independent Business Relationship; Indemnification for Actions

- a) Promoters are independent contractors acting in the capacity of a wholly independent marketing representative who establish and service retail customers for Innov8tive products. The Promoter Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between Promoters and any other participant in Innov8tive. As independent contractors, Promoters will:
 - (i) Comply with all applicable federal, provincial and local laws, rules and regulations pertaining to the Promoter Agreement, including the sale, distribution and advertising of Innov8tive products, and
 - (ii) At Promoter’s own expense, complete all filings, and obtain such licenses as are required by applicable federal, provincial and local laws, rules and regulations, with respect to the Promoter’s Agreement and Promoter’s activities as a Promoter.
- b) Promoters have no authority to bind Innov8tive to any obligation. It is each Promoter’s responsibility to pay all income, local or applicable taxes as an independent contractor, and Promoters are not eligible for employee benefits, such as unemployment compensation, worker’s compensation or minimum wages. Innov8tive encourages its Promoters to set their own hours and to supply all of their own equipment and tools for operating their Innov8tive business, such as telephones, transportation, professional services, office equipment and supplies. Further, Promoters should determine their own methods of sale, so long as they comply with the policies of the Company. Without limiting the generality of the foregoing, Promoters shall be fully responsible for:
 - (i) All applicable federal, state and local tax withholding, worker’s compensation contributions, license requirements, and fees related to the Promoter’s earnings and activities as a Promoter: and
 - (ii) All expenses incurred in connection with the operation of the Promoter’s Innov8tive-related business, including but not limited to travel, meals, accommodation, secretarial, office, telephone and other business expenses.
- c) The Promoter is fully responsible for all of his, her, or its verbal and written communications made regarding Innov8tive products, services, and Compensation Plan that are not expressly contained within official Innov8tive materials. Promoters shall indemnify and hold

harmless Innov8tive, its directors, officers, employees, product suppliers, and agents from any against all liability including judgments, civil penalties, refunds, lawyer fees and court costs incurred by Innov8tive as a result of the Promoter's unauthorized representations of actions. This provision shall survive the termination of the Promoter Agreement.

5.3 Insurance

- a) Business Pursuits Coverage. Innov8tive encourages Promoters to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business related injuries, or the theft of, or damage to, inventory or business equipment. Innov8tive Promoters need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violation

- a) A Promoter who observes a policy violation by another Promoter or Innov8tive Customer should submit an e-mail to compliance@innov8tivenutrition.com with the following information:
 - (i) The nature of the violation;
 - (ii) Specific facts to support the allegations;
 - (iii) Dates;
 - (iv) Number of occurrences;
 - (v) Persons involved; and
 - (vi) Supporting documentation.
- b) Once the matter has been presented to Innov8tive, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.
- c) This section refers to the general reporting of Policy violations as observed by other Promoters for the mutual effort to support, protect, and defend the integrity of the Innov8tive business and opportunity. If a Promoter has a grievance or complaint against another Promoter which directly relates to his, her, or its Innov8tive business, the Procedures set forth in these Policies must be followed.

6.2 Adherence to the Innov8tive Compensation Plan

- a) A Promoter must adhere to the terms of the Innov8tive Compensation Plan as set forth in these Policies and Procedures as well as in official Innov8tive literature. Deviation from the Compensation Plan is prohibited.
- b) A Promoter shall not offer the Innov8tive opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Innov8tive literature.

- c) A Promoter shall not require or encourage a current or prospective Promoter to participate in Innov8tive in any manner that varies from the Compensation Plan as set forth in official Innov8tive literature.
- d) A Promoter shall not require or encourage a current or prospective Promoter to make a purchase from or payment to any individual or other entity as a condition to participating in the Innov8tive Compensation Plan.
- e) The Compensation Plan is subject to change at any time. When that happens, Innov8tive will post notifications via webinars, e-mail, SMS and/or back office. A current Compensation Plan is always available on the Innov8tive resources page <http://www.innov8tivenutrition.com/resources>. It is the Promoter's responsibility to check on the channels to be aware of any changes.

6.3 Adherence to Laws and Ordinances

- a) Many cities, counties and townships have laws regulating certain home-based businesses. Promoters must check their local laws and obey the laws that do apply to them.
- b) An Innov8tive Promoter or Customer shall comply with all Federal and local laws and regulations in his, her, or its conduct of his, her, or its Innov8tive business.
- c) A Promoter accepts sole responsibility for and agrees to pay all fines and incur all liabilities for his, her, or its actions that violate any laws or ordinances.

6.4 Compliance with Applicable Income Tax Laws

- a) A Promoter accepts sole responsibility for and agrees to pay all Federal, Provincial and local taxes on any income generated as an independent Promoter, and further agrees to indemnify Innov8tive from any failure to pay such tax amounts when due.
- b) If a Promoter's business is tax exempt, the Federal Business Number must be provided to Innov8tive in writing.
- c) Innov8tive encourages all Promoters to consult with a tax advisor for additional information for their business. Innov8tive is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes or awards in the amount of \$600.00 or more.

6.5 One Innov8tive Business Per Promoter

- a) A Promoter may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Innov8tive business. No individual (together with his or her spouse) may have, operate or receive compensation from more than one Innov8tive business. Individuals of the same family unit, excluding spouses, may each enter into or have an interest in their own separate Innov8tive businesses. A "family unit" is defined as parents or dependent children living at or doing business at the same address. Each position must build their position separate and independent of the other or the position will be deemed to be Stacking.

6.6 Actions of Household Members or Affiliated Parties

- a) If any member of a Promoter's immediate household engages in any activity which, if performed by the Promoter, would violate any provision of the Agreement, such activity will be deemed a violation by the Promoter and Innov8tive may take disciplinary action pursuant to these Policies and Procedures against the Promoter. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "business entity") violates the Agreement, such action(s) will be deemed a violation by the business entity, and Innov8tive may take disciplinary action against the business entity. Likewise, if a Promoter enrolls in Innov8tive as a business entity, each Affiliated Party of the business entity shall be personally and individually bound to, and must comply with, the Terms and Conditions of the Agreement.

6.7 Identification Numbers and Pay-Out

- a) Each Promoter is required to provide his or her federal Social Security Number or Federal Tax Identification Number, if located in the United States or any of its territories to Innov8tive at the time the Promoter initiates a transfer of monies or earnings accumulated in the Promoter's Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a Pay- Out and Innov8tive reserves the right to withhold Pay-Out from any Promoter who fails to provide such information or who provides false information.
- b) Upon enrollment, Innov8tive will provide an Innov8tive Identification Number to the Promoter. This number will be used to place orders, structure organizations, and track commissions and bonuses.

6.8 Sell, Assign or Delegate Ownership

- a) In order to preserve the integrity of the hierarchical structure, it is necessary for Innov8tive to place restrictions on the transfer, assignment, or sale of a position.
- b) A Promoter may not sell or assign his, her, or its rights or delegate his, her, or its position as a Promoter without prior written approval by Innov8tive, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Innov8tive.
- c) Should the sale be approved by Innov8tive, the Buyer of the selling Promoter's position ("Seller") assumes the position of the Seller at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Seller's organization.
- d) To request corporate authorization for a sale or transfer of an Innov8tive position, the following items must be submitted to the Innov8tive Compliance Department:
 - (i) A Sale/Transfer of Position Form properly completed, with the requisite signatures. You can request this form at support@innov8tivenutrition.com and submit it signed, dated and notarized by both Buyer and Seller;
 - (ii) The Buyer has accepted the Policies and Procedures for Promoters; and
 - (iii) Any additional supporting documentation requested by Innov8tive.

- e) Any debt obligations that either Seller or Buyer may have with Innov8tive must be satisfied prior to the approval of the sale or transfer by Innov8tive.
- f) A Promoter who sells his, her, or its position is not eligible to re-enroll as an Innov8tive Promoter in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

6.9 Separating an Innov8tive Business

- a) Pending a divorce or dissolution of a business entity, the parties must adopt one of the following methods of operation:
 - (i) One of the parties may, with the written consent of the other(s), operate the Innov8tive business whereby the relinquishing Spouse (which term herein means either an individual that is legally married or an individual that is party to a legally recognized common law relationship), shareholders, partners, members or trustees (“Relinquishing Party”) authorize Innov8tive to deal directly and solely with the other Spouse, non- relinquishing shareholder, partner, member or trustee;
 - (ii) The parties may continue to operate the Innov8tive business jointly on a “business as usual” basis, whereupon all compensation paid by Innov8tive will be paid in the name designated as the Promoter or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Innov8tive will pay compensation to the name on record and in such event, the Promoters named on the account shall indemnify Innov8tive from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- b) Innov8tive recognizes only one organization and will issue only one commission payment transfer per Innov8tive business per commission cycle. Under no circumstances will the organization be divided, and Innov8tive will not split commission and/or bonuses.
- c) If a relinquishing Spouse, partner or owner of the business has completely relinquished, in writing, all rights to the original Innov8tive business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Promoter or active Customer in the former organization, and must develop a new business in the same manner as any other new Innov8tive Promoter. A Promoter in the Relinquishing Party’s former organization who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 4.0.

6.10 Succession

- a) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assignees.
- b) Upon the death or incapacity of a Promoter, the Promoter’s business may be passed on to his or her legal successors in interest (“Successor”). Whenever an Innov8tive business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Promoter’s sales organization. The Successor must:
 - (i) Complete and sign a new Innov8tive Promoter Agreement;

- (ii) Comply with the terms and provisions of the Promoter's Agreement; and
 - (iii) Meet all of the qualifications for the last rank achieved by the former Promoter.
- c) Bonus and commission of an Innov8tive business transferred based on this section will be paid in a single transfer to the successor. The successor must provide Innov8tive with an address of record to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- d) If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal Business Number. Innov8tive will issue all bonus and commission payments to the managing business entity only.
- e) Appropriate legal documentation must be submitted to Innov8tive Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of an Innov8tive business, the Successor must provide the following to Innov8tive Compliance Department:
 - (i) A certified copy of the death certificate; and
 - (ii) A notarized copy of the will or other appropriate legal documentation establishing the successors right to the Innov8tive business.
- f) To complete a transfer of the Innov8tive business because of incapacity, the Successor must provide the following to the Innov8tive Compliance Department:
 - (i) A notarized copy of an appointment as trustee;
 - (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Innov8tive business; and
 - (iii) A completed Promoter Agreement executed by the trustee.
- g) If the Successor is already an existing Promoter, Innov8tive will allow such Promoter to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Promoter must have compressed (if applicable), sold or otherwise transferred either the existing position or the inherited position.
- h) If the Successor wishes to terminate the Innov8tive position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- i) Upon written request, Innov8tive may grant a one-month bereavement waiver and pay out at the last "paid as" rank.

7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action - Purpose

- a) Innov8tive reserves the right to impose disciplinary sanctions at any time, when it has determined that a Promoter has violated the Agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Innov8tive in accordance herewith.

7.2 Consequences and Remedies of Breach

- a) Disciplinary actions may include one or more of the following:
 - (i) Monitoring a Promoter's conduct over a specified period of time to assure compliance;
 - (ii) Issuance of a written warning or requiring the Promoter to take immediate corrective action;
 - (iii) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Innov8tive receives adequate additional assurances from the Promoter to ensure future compliance;
 - (iv) Suspension from participation in Company or Promoter events, rewards, or recognition;
 - (v) Suspension of the Promoter Agreement and position for one or more pay periods;
 - (vi) Involuntary termination of the Promoter's Agreement and position;
 - (vii) Any other measure which Innov8tive deems feasible and appropriate to justly resolve injuries caused by the Promoter's Policy violation or contractual breach; or
 - (viii) Legal proceedings for monetary or equitable relief.

7.3 Suspension Procedures

- a) First Violation: Counseling and initial warning letter.

A first violation usually occurs because the Promoter is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Innov8tive Promoter the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance will also describe expectations and steps the Promoter must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to the Second Violation Notice described below. Further action is possible if the breach is deemed material in nature.

- b) Second Violation: Second warning letter and temporary suspension

Although it is hoped that the Promoter will promptly correct the violation(s), Innov8tive recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a temporary suspension of the Promoter's account. During the suspension period, the Promoter waives any and all rights to Pay-Out and must submit a signed a reinstatement letter wherein the Promoter acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by Innov8tive, the suspension will be lifted and the Promoter will be able to request a Pay-Out. The Promoter may be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.

c) Third Violation: Suspension and final written warning

Repeated violations of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Promoter and forfeiture of commissions for at least one (1) month. The final written warning letter will include notification of such suspension, the extent of the commission forfeiture, and an indication that if the Promoter violates the Policies and Procedures again, the Promoter will be terminated immediately.

d) Fourth Violation: Termination

As described above, Innov8tive will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning and suspension and commissions forfeiture before proceeding to termination; however, Innov8tive reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, Promoters may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

8.0 DISPUTE RESOLUTION

8.1 Grievances Against Another Promoter

- a) If a Promoter has a grievance or complaint against another Promoter regarding any practice or conduct relating to his, her, or its respective Innov8tive businesses, he, she, or it is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Innov8tive Compliance Department at compliance@innov8tivenutrition.com as outlined below in this Section.
- b) The Innov8tive Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Promoter involved.
- c) Innov8tive will confine its involvement to disputes regarding Innov8tive business matters only. Innov8tive will not decide issues that involve personality conflicts or unprofessional conduct by or between Promoters outside the context of an Innov8tive business. These issues go beyond the scope of Innov8tive and may not be used to justify a Sponsor or Placement change or a transfer to another Innov8tive organization.
- d) Innov8tive neither considers, enforces, or mediates third party agreements between Promoters, nor does it provide names, funding, or advice for obtaining outside legal counsel.

- e) Process for Grievances:
- (i) The Innov8tive Promoter should submit a letter of complaint (e-mail will be accepted) directly to the Innov8tive Compliance Department. The letter shall set forth the details of the incident as follows:
 - A. The nature of the violation;
 - B. Specific facts to support the allegations;
 - C. Dates;
 - D. Number of occurrences;
 - E. Persons involved; and
 - F. Supporting documentation.
 - (ii) Upon receipt of the written complaint, Innov8tive will conduct an investigation according to the following procedures:
 - A. The Compliance Department will send an acknowledgment of receipt to the complaining Promoter;
 - B. The Compliance Department will provide a verbal or written notice of the allegation to the Promoter under investigation. If a written notice is sent to the Promoter, he, she, or it will have ten (10) business days from the date of the notification letter to present all information relating to the incident for review by Innov8tive.
 - C. The Innov8tive Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary.
 - D. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Promoter's calls, letters, and requests for "progress reports" during the course of the investigation will not be answered or returned.
- f) Innov8tive will make a final decision and timely notify the Innov8tive Promoter involved.

8.2 Mediation Disputes Between a Promoter and Innov8tive

- a) Promoters and Innov8tive (collectively "the Parties") recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Accordingly, the Parties agree to submit any controversy, claim or dispute arising or relating to the Promoter Agreement or the breach, termination, enforcement, interpretation or validity of the Agreement to non-

binding mediation prior to filing any lawsuit or demand for arbitration. The Parties shall mutually select a mediator and share the cost equally of the mediation fee. Completion of mediation shall be a condition precedent to filing of any lawsuit or claim. Any lawsuit or arbitration demand brought prior to mediation shall be dismissed for failing to comply with this provision and the part which failed to comply with this provision shall pay the party's fees and expenses, including attorneys' fees, incurred in connection therewith. The mediation shall occur at the office of the mediator or at any neutral location located in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims or controversy submitted to mediation pursuant to the Agreement.

8.3 Severability

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

8.4 Waiver

- a) Only an officer of Innov8tive can, in writing, affect a waiver of the Innov8tive Policies and Procedures. Innov8tive's waiver of any particular breach by a Promoter shall not affect Innov8tive's rights with respect to any subsequent breach and shall not affect the rights or obligations of any other Promoter.
- b) The existence of any claim or cause of action of a Promoter against Innov8tive shall not constitute a defense to Innov8tive's enforcement of any term or provision of these Policies and Procedures.

8.5 Governing Law

- a) The Parties agree that jurisdiction and venue of any controversy or claim arising from the Agreement or between Innov8tive and Promoter, shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Agreement or between Innov8tive and Promoter.

9.0 PAYMENT OF COMMISSIONS AND BONUSES

9.1 Bonus and Commission Qualifications

- a) A Promoter must be active and in compliance with any these Policies and Procedures set forth herein, along with all guidelines implemented to qualify for bonuses and commissions. So long as a Promoter complies with the terms and conditions set forth in the Agreement, Innov8tive shall pay commissions to such Promoter in accordance with the Compensation Plan and any amendments thereto.
- b) Innov8tive will not issue a payment earned of any form to a Promoter without the receipt of the annual membership fee and properly completed Innov8tive Application.
- c) Innov8tive reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.

9.2 Computation of Commissions and Discrepancies

- a) In order to qualify to receive commissions and/or bonuses, a Promoter must be in good standing and comply with the terms of the Agreement. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- b) If a Promoter has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, genealogy, orders or charges, the Promoter must notify Innov8tive in writing within thirty (30) days of the date the alleged error or incident in question occurred. Any such errors, omissions or problems not reported within thirty (30) days shall be deemed waived by the Promoter.
- c) For additional information on payment of commissions, please review the Compensation Plan.

9.3 Adjustments to Bonuses and Commissions for Returned Products or Promoter Memberships

- a) A Promoter receives bonuses and commissions based on the actual sales of products and services to end consumers and to Promoters through product and service purchases. When a product or service is returned to Innov8tive for a refund from the end consumer or by a Promoter, the bonuses and commissions attributable to the returned product or service will be deducted from the Promoter who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- b) In the event that a Promoter terminates his, her, or its position, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Innov8tive, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Innov8tive to the terminated Promoter.

10.0 ORDERING PRODUCT

10.1 General Product Ordering Policies

- a) “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes;
 - (i) The enrollment of individuals or entities without the knowledge of and/or execution of an Application by such individuals or Business Entities;
 - (ii) The fraudulent enrollment of an individual or entity as a Promoter or Customer;
 - (iii) The enrollment or attempted enrollment of non-existent individuals or Business Entities as Promoter or Customers (“phantoms”);
 - (iv) Purchasing Innov8tive products or services on behalf of another Promoter or Customer, or under another Promoter’s or Customer’s ID number, to qualify for commissions or bonuses;
 - (v) Purchasing excessive amounts of products, services or Smart-Ships that cannot reasonably be used or resold in a month; and/or any other mechanism or artifice

to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.

- b) Innov8tive requires that Promoters use their own credit cards and not allow others to use them. A Promoter shall not use another Promoter's or Customer's credit card or debit account to enroll in Innov8tive or purchase products, services or Smart-Ships without the account holder's written permission. No card may be used more than three (3) times in a single business day, unless they have contacted support@innov8tivenutrition.com to be included on an approved list. Such documentation must be kept by the Promoter indefinitely in case Innov8tive needs to reference this.
- c) Regarding an order with an invalid or incorrect payment, Innov8tive will attempt to contact the Promoter by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of three (3) business days, the order will be canceled.
- d) Prices are subject to change without notice.
- e) A Promoter or Customer who is a recipient of a damaged or incorrect order must notify Innov8tive within thirty (30) calendar days from receipt of the order and follow the procedures as set forth herein, along with the Return/Exchange Policies and any and all guidelines instated and effective and any amendments thereto.

10.2 Sales to Customers

- a) Sales to retail customers may be done directly through Promoter replicated websites or directly using product that Innov8tive has in inventory.
- b) Promoters will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation. When making a sale to an end customer, a Promoter must provide him/her with an official Innov8tive retail receipt at or prior to the time of the initial sale and every sale thereafter. Promoters will need to customize the template with his/her/its personal information. If the customer exercises the right to cancel the sale, Promoters shall follow the refund procedures described in this section.
- c) The customer should return all unused Product to Innov8tive. These sales receipts set forth:
 - (i) The consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the end customer receives a copy of the receipt or invoice; and
 - (ii) Innov8tive's thirty (30) day return policy. The retail sales receipt may be downloaded from a Promoter's back office in template form. Promoters must duplicate the form and provide one to the retail customer and retain a copy for their records.

10.3 Insufficient Funds

- a) All electronic payments that are declined for insufficient funds will be automatically re-submitted for payment.
- b) Any outstanding balance owed to Innov8tive by a Promoter or Customer from NSF (non-sufficient funds) or insufficient fund fees (ACH), will be withheld by Innov8tive from that Promoter's future bonus and commission funds.
- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Promoter, constitute grounds for disciplinary sanctions or termination of the account.
- d) If a credit card order or automatic debit is declined the first time, the Customer or Promoter will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Promoter may be deemed ineligible to purchase Innov8tive products or services or participate in the monthly Smart-Ship. Note: Participation by Promoters in Innov8tive's monthly Smart-Ships, which is a recurring product order program, is entirely optional, and is not required in order to become a Promoter, move up in rank or otherwise, fully participate in the Rewards Program.

10.4 Credit Card Purchases

- a) Credit card purchases may only be made by the individual whose name and address are on the credit card. Any Promoter or Customer who uses another individual's credit card to pay for purchases risks having his/her Account being placed on suspension pending an investigation and resolution of any complaints regarding unauthorized charges. Innov8tive considers such transactions fraudulent and will report them to the proper authorities for settlement.
- b) Under no circumstance will any Promoter and/or Customer charge back any credit card purchases. Any Promoter and/or Customer who does so will immediately lose all credit card ordering privileges. If an erroneous charge is applied to a Promoter and/or Customer's credit card, the Promoters or Customer should immediately contact the Innov8tive Support Team via email at support@innov8tivenutrition.com to initiate an investigation and resolution.
- c) If a Promoter or Customer notifies his/her/its banking institution and requests a chargeback for the amount of the purchase, the person's Account will be automatically closed indefinitely upon Innov8tive's notification of the disputed purchase.

10.5 Sales Tax Obligation

- a) The Promoter shall comply with all federal and local taxes and regulations governing the sale of Innov8tive Science products and services.
- b) Innov8tive will collect and remit sales tax, on Promoter orders. When orders are placed with Innov8tive, sales tax is prepaid based upon the suggested retail price. Innov8tive will remit the sales tax to the appropriate Provincial and local jurisdictions. The Promoter may recover the sales tax when he/she/its makes a sale. Innov8tive Promoters are responsible for any additional sales taxes due on products marked up and sold at a higher price.

- c) Innov8tive encourages each Promoter to consult with a tax advisor for additional information for his/her/its business.
- d) Innov8tive is required to charge and remit sales tax to the various states and U.S territories based on the retail price.

10.6 Refund Policy

- a) Innov8tive Customers:
 - (i) If within the first thirty (30) days you are not satisfied with the product you must contact support@innov8tivenutrition.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post purchase, you must contact support@innov8tivenutrition.com to return the remaining sellable portion of the product for a full refund of the sellable portion. Any shipping and handling charges incurred when shipping and /or returning the product will not be refunded. Additionally, anytime an order is refunded, all commissions paid on returned product will be deducted
- b) Promoters:
 - (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact support@innov8tivenutrition.com to return the unused portion of the product for a full refund, minus shipping and handling charges. Your Promoter account may be subject to six (6) months suspension.
 - (ii) After thirty (30) and ninety (90) days post purchase, you must contact support@innov8tivenutrition.com to return the remaining sellable portion items for a refund if the products are in resalable condition. Any shipping and handling charges incurred will not be refunded.
 - (iii) Anytime an order is refunded, all commissions paid on returned product will be deducted.
 - (iv) If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.
 - (v) All purchases are charged and refunded in U.S. Dollars. All returns, refunds and exchanges will also be refunded or exchanged in U.S. Dollars. Innov8tive is not responsible for fluctuating exchange rates.

10.7 Return Process

- a) All returns, whether by a Customer, or Promoter, must be made as follows:
 - (i) Obtain a Return Merchandise Authorization (“RMA”) from Innov8tive by contacting support@innov8tivenutrition.com and submit a request;
 - (ii) Ship items to the address provided by Innov8tive customer service when you receive your Return Merchandise Authorization;

- (iii) Provide a copy of the sales receipt or invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return;
- (iv) Ship product back in the original manufacturer's box exactly as it was delivered;
- (v) All returns must be shipped to Innov8tive pre-paid, as Innov8tive does not accept shipping COD packages. Innov8tive recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Promoter. If returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Promoter to trace the shipment of the product wherein no credit will be applied; and
- (vi) The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by a Promoter, may constitute grounds for involuntary termination.

11.0 INNOV8TIVE OPPORTUNITY

11.1 Presentation of Compensation Plan

- a) In presenting the Innov8tive opportunity to potential Customers and Promoters, a Promoter is required to comply with the following provisions:
 - (i) A Promoter shall present a copy of the Innov8tive Income Disclosure Statement when presenting the opportunity to prospective Promoters and take special care to not misquote or omit any significant material fact about the Compensation Plan.
 - (ii) A Promoter shall make it clear that the Compensation Plan is based upon sales of Innov8tive products and services and upon the sales from other Promoters sponsored within their organization.
 - (iii) A Promoter shall make it clear that success can be achieved only through substantial and diligent independent efforts.
 - (iv) An Innov8tive Promoter shall not make income projections, claims, or guarantees while presenting or discussing the Innov8tive opportunity or Compensation Plan to prospective Promoters or Customers. An Innov8tive Promoter MUST inform all prospective Promoters that success requires substantial work and make available the Innov8tive Income Disclosure Statement to prospective Promoters.
 - (v) A Promoter may not make any claims regarding products or services of any products offered by Innov8tive, except those contained in official Innov8tive literature.
 - (vi) A Promoter may not use official Innov8tive material to promote the Innov8tive business opportunity in any country where Innov8tive is not duly authorized to conduct business.

11.2 Sales Requirements Are Governed by the Compensation Plan

- a) There are no exclusive territories granted to anyone. No franchise fees are applicable to an Innov8tive business. Innov8tive products may only be sold where Innov8tive is licensed or otherwise authorized to conduct business.

- b) The Innov8tive program is built on sales to the ultimate consumer or end user. Innov8tive encourages its Promoters to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Promoters must never attempt to influence any other Promoters to buy more products than they can reasonably use or sell to retail Customers in a month.
- c) Each Promoter commits to personally use, sell, or use in business building at least seventy (70%) of every order placed with Innov8tive prior to placing another order, and must be able to certify as much if demanded by Innov8tive or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited. Innov8tive retains the right to limit the amount of purchases you may make if, in its sole judgment, it believes those purchases are being made solely for qualification purposes instead of for consumption or resale.

12.0 PROPRIETARY INFORMATION AND TRADE SECRETS

12.1 Business Reports, Lists, and Proprietary Information

- a) By agreeing to the Promoter Agreement, the Promoter acknowledges that business reports, lists of Customer and Promoter names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Innov8tive or pertaining to the business of Innov8tive (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Innov8tive.

12.2 Obligation of Confidentiality

- a) During the term of the Promoter Agreement and for a period of two (2) years after the termination or expiration of the Promoter Agreement between the Promoter and Innov8tive, the Promoter shall not:
 - (i) Use the information in the Reports to compete with Innov8tive or for any purpose other than promoting his, her, or its Innov8tive business;
 - (ii) Use or disclose to any person or entity any confidential information contained in the reports, including the replication of the genealogy in another network marketing company.

12.3 Breach and Remedies

- a) The Promoter acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Innov8tive and to independent Innov8tive businesses. Innov8tive and its Promoters will be entitled to injunctive relief or to recover damages against any Promoter who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorneys' fees, court costs and expenses.

12.4 Return of Materials

- a) Upon demand by Innov8tive, any current or former Promoter will return the original and all copies of all “Reports” to Innov8tive together with any Innov8tive confidential information in such person’s possession.

13.0 PRIVACY POLICY

13.1 Introduction

- a) This Privacy Policy is to ensure that all Customers and Promoters understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section, all Promoters must comply with applicable privacy laws governing the collection, use and disclosure of Customer and fellow Promoters information.

13.2 Expectation of Privacy

- a) Innov8tive recognizes and respects the importance its Customers and Promoters place on the privacy of their financial and personal information. Innov8tive will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers’ and Promoters’ financial and account information and nonpublic personal information.
- b) By entering into the Promoter Agreement, a Promoter or Customer authorizes Innov8tive to disclose his, her, or its name and contact information to upline Promoters solely for activities related to the furtherance of the Innov8tive business. A Promoter hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his, her, or its organization and conducting the Innov8tive business.

13.3 Employee Access to Information

- a) Innov8tive limits the number of employees who have access to Customer’s and Promoter’s nonpublic personal information.

13.4 Restrictions on the Disclosure of Account Information

- a) Innov8tive will not share non-public personal information or financial information about current or former Customers or Promoters with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers’ or Promoters’ interests, or to enforce its rights or obligations under these Policies and Procedures, or Promoter Agreement or with written permission from the accountholder on file.

14.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF INNOV8TIVE AND TRADEMARKS

14.1 Labeling, Packaging, and Displaying Products

- a) An Innov8tive Promoter and/or Customer may not re-label, re-package, refill, or alter labels of any Innov8tive product, or service, information, materials or program(s) in any way. Innov8tive products and services must only be sold in their original containers from Innov8tive. Such re-labeling or re-packaging violates federal and regulatory laws, which may result in criminal or civil penalties or liability.

- b) An Innov8tive Promoter shall not cause any Innov8tive product or service or any Innov8tive trade name to be sold or displayed in retail establishments except:
 - (i) Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons); or
 - (ii) Where the retail establishment is owned or managed by the Innov8tive Promoter and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- c) A Promoter may sell Innov8tive products and services and display the Innov8tive trade name at any appropriate display booth (such as trade shows, expositions, conferences etc.) with the express written consent of Innov8tive.
- d) A Promoter or Customer is prohibited to sell Innov8tive products and services and display the Innov8tive trade name, trademark or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
- e) Innov8tive reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Innov8tive opportunity.

14.2 Use of Innov8tive and Protected Materials

- a) An Innov8tive Promoter must safeguard and promote the good reputation of Innov8tive and the products and services it markets. The marketing and promotion of Innov8tive, the Innov8tive opportunity, the Compensation Plan, and Innov8tive products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- b) All promotional materials supplied or created by Innov8tive must be used in their original form and cannot be changed, amended or altered, except with prior written approval from the Innov8tive Compliance Department.
- c) The name of Innov8tive, each of its product and service names and other names that have been adopted by Innov8tive, in connection with its business are proprietary trade names, trademarks and service marks of Innov8tive. As such, these marks are of great value to Innov8tive and are supplied to Promoters for their use only in an expressly authorized manner.
- d) An Innov8tive Promoter's use of the name "Innov8tive" is restricted to protect Innov8tive proprietary rights, ensuring that the Innov8tive protected names will not be lost or compromised by unauthorized use. Use of the Innov8tive name on any item not produced by Innov8tive is prohibited except as follows:
 - (i) [Promoter's name] Independent Innov8tive Promoter or Promoter.
 - (ii) [Promoter's name] Independent Promoter of Innov8tive products and services.
- e) Further procedures relating to the use of the Innov8tive name are as follows:

- (i) All stationary (i.e. letterhead, envelopes, and business cards) bearing the Innov8tive name or logo intended for use by the Innov8tive Promoter must be submitted via email to the Innov8tive Compliance Department for approval. Submit to: compliance@innov8tivenutrition.com.
 - (ii) Innov8tive Promoters may list "Independent Innov8tive Promoter" in the white pages of the telephone directory under his, her, or its own name.
 - (iii) Innov8tive Promoters may not use the name Innov8tive in answering his, her, or its telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Innov8tive Promoter."
- f) Certain photos and graphic images used by Innov8tive in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Promoters. If a Promoter wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
 - g) An Innov8tive Promoter shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Innov8tive or its programs, products or services without prior written permission from the Innov8tive Compliance Department.
 - h) A Promoter may neither produce for sale or distribution any Company event or speech nor reproduce Innov8tive audio or video clips for sale or for personal use without prior written permission from the Innov8tive Compliance Department.
 - i) Innov8tive reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Promoter.
 - j) A Promoter shall not promote non-Innov8tive products or services in conjunction with Innov8tive products or services on the same social media site or same advertisement without prior approval from Innov8tive Compliance Department.
 - k) Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Innov8tive may not be made except those contained in official Innov8tive literature. In particular, no Promoter may make any claim that Innov8tive products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Innov8tive policies, but they also potentially violate federal and provincial laws and regulations.
 - l) A Promoter and/or Customer may not make any claims regarding products or services of any products offered by Innov8tive, except those contained in official Innov8tive literature.

14.3 Faxes and E-mail - Limitations

- a) Except as provided in this section, a Promoter may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages or "spamming" that advertises or promotes the operation of his, her, or its Innov8tive business. The exceptions are:

- (i) E-mailing any person who has given prior permission or invitation; or
 - (ii) E-mailing any person with whom the Promoter has established a current business or personal relationship.
- b) In all states or U.S. or International territories where prohibited by law, a Promoter may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
 - (i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
 - (ii) A clear return path or routing information;
 - (iii) The use of legal and proper domain name;
 - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
 - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - (vi) The true and correct name of the sender, valid sender's fax or e-mail address, and a valid sender physical address;
 - (vii) The date and time of the transmission; and
 - (viii) Upon notification by recipient of his, her, or its request not to receive further faxed or e-mailed documents, an Innov8tive Promoter shall not transmit any further documents to that recipient.
- d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
 - (i) Use of any third-party domain name without permission; and
 - (ii) Sexually explicit materials.

14.4 Internet and Third-Party Website Restrictions

- a) A Promoter and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell or advertise his, her, or its Innov8tive business. A Promoter and/or Customer is prohibited to use or attempt to register any of Innov8tive's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the

Innov8tive name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.

- b) A Promoter may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Innov8tive products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include, but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of an Innov8tive Promoter Agreement with Innov8tive.
- c) Social Media sites may be used to sell or offer to sell Innov8tive products or services. PROFILES A PROMOTER OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE INNOV8TIVE IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE PROMOTER AS AN INDEPENDENT INNOV8TIVE PROMOTER, and when a Promoter and/or Customer participates in those communities, Promoters and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Innov8tive's sole discretion, and offending Promoter and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Innov8tive approved library, official Innov8tive website or social media outlet. If a link is provided, it must link to the posting Promoter's Replicated website.
- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Promoters will be subject to disciplinary action.
- e) Promoters and/or Customers may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Promoters or Customers create or leave must be useful, unique, relevant and specific to the blog's article.
- f) Promoters and/or Customers must disclose their full name on all Social Media postings, and conspicuously identify themselves as Independent Innov8tive Promoters for Innov8tive. Anonymous postings or use of an alias is prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Innov8tive income opportunity, Innov8tive's products and services, and/or your biographic information and credentials.
- h) A Promoter and/or Customer are personally responsible for his, her, or its postings and all other online activity that relates to Innov8tive. Therefore, even if a Promoter does not own or operate a blog or Social Media site, if a Promoter and/or Customer posts to any such site that relates to Innov8tive or which can be traced to Innov8tive, the Promoter is responsible for the posting. A Promoter and/or Customer are also responsible for postings which occur on any blog or Social Media site that the Promoter and/or Customer owns, operates, or controls.
- i) As an Innov8tive Promoter, it is important to not converse with any person who places a negative post against you, other Promoters, or Innov8tive. Report negative posts to Innov8tive at support@innov8tivenutrition.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves

to the same high standards as Innov8tive, and therefore damages the reputation and goodwill of Innov8tive.

- j) The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Innov8tive therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- k) If your Innov8tive business is cancelled for any reason, you must discontinue using the Innov8tive name, and all of Innov8tive's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Innov8tive Promoter, you must conspicuously disclose that you are no longer an Independent Innov8tive Promoter.
- l) Failure to comply with these Policies for conducting business online may result in the Promoter losing his or her, or its right to advertise and market Innov8tive products, services and Innov8tive's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.
- m) Promoters are prohibited from selling Innov8tive products to individuals or entities that they know, or should know, intend to resell the products. Promoters must sell Innov8tive products only to end user customers, and Promoters shall not sell to any person any quantity of Innov8tive products greater than that generally purchased by an individual for personal use. Promoters must take reasonable steps to ensure that they do not violate these prohibitions.

14.5 Advertising and Promotional Materials

- a) You may not advertise any Innov8tive products or services at a price LESS than the highest company published, established retail price of ONE offering of the Innov8tive product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- b) Advertising and all forms of communications must adhere to principles of honesty and propriety.
- c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Innov8tive Compliance Department.
- d) All requests for approvals with respect to advertising must be directed in writing to the Innov8tive Compliance Department.
- e) Innov8tive reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the marketplace without obligation to the affected Promoter.

14.6 Testimonial Permission

- a) By agreeing to the Innov8tive Promoter Agreement, a Promoter gives Innov8tive permission to use his, her, or its testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Innov8tive Business Opportunity, a Promoter waives any right to be compensated for the use of his, her, or its testimonial or image and likeness even though Innov8tive may be paid for items or sales materials containing such image and likeness, and represents that any testimonial represents a Promoter's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on an Promoter's actual experience with Innov8tive and any stated use of Innov8tive products and/or services, and agrees to notify a Promoter immediately of any changes in the views expressed in the testimonial. In some cases, a Promoter's testimonial may appear in another Promoter's advertising materials. If a Promoter does not wish to participate in Innov8tive sales and marketing materials, he, she, or it should provide a written notice to the Innov8tive Compliance Department to ensure that his, her, or its testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

14.7 Telemarketing - Limitations

- a) An Innov8tive Promoter must not engage in telemarketing in relation to the operation of the Promoter's Innov8tive business. The term "telemarketing" means the placing of one or more telephone calls or facsimile transmissions to an individual or entity to induce the purchase of Innov8tive products or services, or to recruit them for the Innov8tive opportunity.
- b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- c) While a Promoter may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Promoter to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- d) "Cold calls" or unsolicited calls/faxes made to prospective Customers or Promoters in order to promote Innov8tive products, services or the Innov8tive opportunity is considered telemarketing and is prohibited.
- e) Exceptions to Telemarketing Regulations

An Innov8tive Promoter may place telephone calls or faxes to prospective Customers, or Promoters under the following limited situations:

- (i) If the Promoter has an established current business relationship with the prospect;
- (ii) In response to the prospect's personal inquiry or application regarding a product or service offered by the Innov8tive Promoter, within three (3) months immediately before the date of such a call/fax;

- (iii) If the Promoter receives written and signed permission from the prospect authorizing the Promoter to call/fax;
 - (iv) If the call/fax is to family members, personal friends, and acquaintances. However, if a Promoter makes a habit of collecting business cards from everyone, he/she/it meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and
 - (v) Innov8tive Promoters engaged in calling “acquaintances,” must make such calls/faxes on an occasional basis only and not as a routine practice.
- f) A Promoter shall not use automatic telephone dialing systems in the operation of his, her, or its Innov8tive businesses.
 - g) Failure to abide by Innov8tive policies or regulations as set forth by the federal government regarding telemarketing may lead to sanctions against the Promoter’s position, up to and including termination of the position.
 - h) By signing the Promoters Agreement, or by accepting commissions, other payments or awards from Innov8tive, a Promoter gives permission to Innov8tive and other Promoters to contact them as permitted under the Federal Do Not Call regulations.
 - i) In the event a Promoter violates this section, Innov8tive reserves the right to institute legal proceedings to obtain monetary or equitable relief.

15.0 INTERNATIONAL MARKETING

15.1 International Marketing Policy

- a) An Innov8tive Promoter is authorized to sell Innov8tive products and services, to Customers and Promoters only in the countries in which Innov8tive is authorized to conduct business, according to the Policies and Procedures of each country. Innov8tive Promoters may not sell products or services in any country where Innov8tive products and services have not received applicable government authorization or approval.
- b) A Promoter may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Promoters, and may not conduct any other activity for the purpose of selling Innov8tive products and services, establishing a sales organization, or promoting the Innov8tive business opportunity.

16.0 SMART-SHIP CANCELLATION

- a) To cancel or modify your Smart-Ship at any time you may email support@innov8tivenutrition.com. You can also modify or cancel your order at any time through your portal at cloud.innov8tivenutrition.com. By selecting the “Smart-Ship” option on the website, you are giving Innov8tive authorization to enroll you in the automatic shipping program. Innov8tive will ship your products directly to you. You are also authorizing Innov8tive to charge your credit card for the products you have ordered on a monthly basis without further warning or notifications from Innov8tive. You may cancel at any time without penalty by emailing support@innov8tivenutrition.com or cancelling the order on the cloud.innov8tivenutrition.com. All Smart-Ship cancellations must be

performed or delivered to Innov8tive five (5) business days prior to your next shipment to guarantee cancellation of that shipment.

17.0 **SHIPPING POLICY**

- a) All orders are processed within two to three (2-3) business days.
- b) Orders are not shipped or delivered on weekends or holidays.
- c) If Innov8tive is experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.
- d) Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.
- e) Innov8tive is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.
- f) Please save all packaging material and damaged goods before filing a claim.

18.0 **GLOSSARY OF TERMS**

ACTIVE PROMOTER: A Promoter who is in good standing with respect to the Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that he, she, or it is eligible to receive bonuses and commissions.

AGREEMENT: Collectively refers to the following documents along with any exhibits or addendums thereto: (i) Innov8tive's Policies and Procedures; (ii) Innov8tive's Compensation Plan; and (iii) All social media guidelines or other guidelines issued by Innov8tive, in their current form and as amended by Innov8tive in its sole discretion in accordance with the terms hereof.

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

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

COMPETING PRODUCT(S): Competing Product or Service means any product or service that is sold with like characteristics, function, benefits or ingredients.

CUSTOMER: Any person who purchases Innov8tive products and does not engage in the Innov8tive business opportunity.

PROMOTER AGREEMENT: Innov8tive Independent Promoter's Enrollment Agreement in its current version that is available for download in the Promoter's back office.

PROMOTERS WALLET: Is a secure website that manages a Promoter's commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Innov8tive that provides critical data relating to the identities of Promoter, sales information, and enrollment activity of each Promoter's organization. This report contains confidential and trade secret information which is proprietary to Innov8tive.

ORGANIZATION: The Customers and Promoters placed below a particular Promoter.

OFFICIAL INNOV8TIVE MATERIAL: Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by Innov8tive to Promoters and Customers.

PLACEMENT: Your position inside your Sponsor's organization.

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 Innov8tive labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SALE OF POSITION FORM: Innov8tive's Sale/Transfer Position Form in its current version that is available from support@innov8tivenutrition.com.

SPONSOR: A Promoter who enrolls (registers) a Customer, or another Promoter into the Company, and is listed as the Sponsor on the Promoter Agreement. The act of enrolling (registering) others and training them to become a Promoter is called "sponsoring." ***Note: Any reference to "personally enrolling (registering)/sponsoring" herein is simply descriptive of the method of building a community of Promoters, i.e. personally enrolling (registering) other participants into Innov8tive. The phrase is not intended to imply any connection between the simple act of recruitment, sponsorship, or enrollment (registration), and payment of compensation**

UPLINE: This term refers to the Promoters above a particular Innov8tive Promoter or Sponsor in a sponsorship line up to the Company. It is the line of sponsors that links any particular Promoter to the Company.

ADDENDUM 1

Innov8tive Compensation Plan

ADDENDUM 2

Innov8tive

Income Disclosure Statement

INCOME DISCLOSURE STATEMENT

The Innov8tive Compensation Plan is an exciting opportunity that rewards you for selling products and services and sponsoring other participants who do the same. Although the opportunity is unlimited, individual results will vary depending on commitment levels and sales skills of each participant. Since Innov8tive has recently launched, it lacks enough statistical data to prepare reliable income disclosures. There will be certain participants who will earn less while others will earn much more. We're excited about the Innov8tive Compensation Plan and we're confident it will provide you a solid foundation to help you achieve your financial goals. As with all endeavors, hard work and the time you dedicate impacts outcomes.

If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with Innov8tive results only from hard work, dedication, and leadership.