

NULIFE VENTURES POLICIES AND PROCEDURES

Version 1.0

SECTION 1: INTRODUCTION

1.1 Mutual Commitment Statement

NuLife Ventures, LLC, its Licensors, Directors, Managers, Officers and Employees (“hereafter as “NuLife Ventures” or simply the “Company”) is a direct sales company that markets its products through a network of business owners (hereafter referred to as “Independent Brand Partners” or “IBPs”). To clearly define the relationship that exists between the Company and its Independent Brand Partners and to explicitly set forth standard(s) for acceptable business conduct and practices for the support of retail customers (“Customers”), NuLife Ventures has established these Policies and Procedures.

- A. In the spirit of mutual respect and understanding, the Company is committed to:
 - I. Providing prompt, professional and courteous service, communication and care to all of its Customers and Independent Brand Partners;
 - II. Providing the highest level of quality products, at fair and reasonable prices;
 - III. Exchanging or refunding the purchase price of any product in accordance with the *Return Policy* provided herein;
 - IV. Delivering orders promptly and accurately;
 - V. Paying commissions accurately and on a timely basis;
 - VI. Expediting orders or checks in the event error(s) or unreasonable delay(s) occur;
 - VII. Rolling out new products and programs with Independent Brand Partners input and planning;
 - VIII. Implementing changes in the Compensation Plan and/or Policies and Procedures with input from Independent Brand Partners;
 - IX. Supporting, protecting and defending the integrity of the NuLife Ventures sales opportunity;
 - X. Offering all business owners the opportunity to grow with the Company and achieve personal and financial goals.
- B. In return, the Company expects all of its Independent Brand Partners to:
 - I. Conduct themselves in a professional, honest, and considerate manner;
 - II. Present the Company and the Company’s product information in an accurate and professional manner;

- III. Present the Compensation Plan and *Return Policy* in a complete and accurate manner prior to sales made with Customers or enrollment of Independent Brand Partner(s);
- IV. Refrain from exaggerated income claims;
- V. Make reasonable effort(s) to support and train Customers and downline Independent Brand Partners;
- VI. Not engage in cross-line recruiting, unhealthy competition or unethical business practices;
- VII. Provide positive guidance, training and support to Customers and Independent Brand Partners in their downline while exercising caution to avoid interference with the downline of other Independent Brand Partners. As such, an Independent Brand Partner is discouraged from providing cross-line training to a Customer or Independent Brand Partner in a different organization without first obtaining consent of the Customer's or Independent Brand Partner's sponsor ("Sponsor" as defined in the Glossary of Terms);
- VIII. Support, protect, and defend the integrity of NuLife Ventures sales opportunity;
- IX. Accurately complete and submit the Independent Brand Partner Application & Agreement and any requested supporting documentation in a timely manner.

1.2 NuLife Ventures Policies and Procedures and Compensation Plan Incorporated into the Independent Brand Partner Agreement

- A. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Independent Brand Partner Application and Agreement, these Policies and Procedures, the NuLife Ventures Compensation Plan.
- B. It is the responsibility of a Sponsoring Independent Brand Partner to provide the most current version of these Policies and Procedures and the NuLife Ventures Compensation Plan to each applicant prior to his, her and/or its execution of an Independent Brand Partner Application and Agreement.

1.3 Power of the Policies

Independent Brand Partners are required to comply with: (i) all of the terms and conditions set forth in the Independent Brand Partner Agreement, which the Company may amend from time to time in its sole discretion; (ii) all federal, state and/or local laws governing his, her and/or its NuLife Ventures business; and (iii) these Policies and Procedures. Independent Brand Partners must review the information in these Policies and Procedures carefully. Should you have any questions regarding a policy or rule, you should seek an answer from your Sponsor. If further clarification is needed, you may contact the Company Customer Service Department.

1.4 Changes, Amendments, and Modifications

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

1.5 Delays

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

1.6 Effective Date

These Policies and Procedures shall become effective as of March 18, 2019 (“Effective Date”), and, at such time, shall automatically supersede any prior terms found in past Policies and Procedures (“Old Policies and Procedures”).

2.0 BASIC PRINCIPLES

2.1 Becoming an Independent Brand Partner

- A. To become an Independent Brand Partner (“IBP”) of NuLife Ventures, 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, U.S. territory, or other county in which NuLife Ventures does business;
 - III. Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number, ITIN, etc.);
 - IV. Submit a properly completed and signed Independent Brand Partner Application and Agreement to the Company; and
 - V. Submit a non-commissionable enrollment fee.

2.2 New IBP Registration

- A. A potential new IBP may self-enroll on his, her or its Sponsor's website, or on the Company's website. In doing so, the Company will accept the IBP's electronic signature. The electronic signature will effectuate the IBP's web-enrollment and his, her or its acceptance of the terms and conditions of the Independent Brand Partner Agreement. Please note that such electronic signature constitutes a legally binding agreement between you and the Company.
- B. The Company reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested, a signed Independent Brand Partner Application and Agreement must be received by the Company within ten (10) business days from the date of an IBP's enrollment.
- D. The Independent Brand Partner Application and Agreement is a legally binding contract which must not be altered, tampered with or changed in any manner after execution. 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 which may include but is not limited to termination of an IBP's NuLife Ventures business.

2.3 Rights Granted

- A. NuLife Ventures hereby grants to an IBP the non-exclusive right (based upon the Terms and Conditions contained in the Independent Brand Partner Application and Agreement and these Policies and Procedures) to:
 - I. Purchase NuLife Ventures products;
 - II. Promote and sell NuLife Ventures' products; and
 - III. Sponsor new Customers and IBPs in the United States and in countries so designated in the Company Back Office, as of the Effective Date of these Policies and Procedures.

2.4 Identification Numbers

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

2.5 Renewals and Expiration of the Independent Brand Partner Agreement

- A. If you allow your Independent Brand Partner Agreement to expire due to nonpayment of the annual renewal fee (as described more fully herein), you will lose any and all rights to your downline organization unless re-activation occurs within sixty (60) days following the expiration of the Agreement.
- B. If a former IBP re-activates within the sixty (60) day time limit, he, she or it will resume the rank and position held immediately prior to the expiration of the Agreement. However, IBP's paid as level will not be restored unless he, she and/or it (an entity) qualifies at that payout level in the new month. The IBP is not eligible to receive commissions for the time period during which his, her or its business was expired.
- C. Any IBP who was terminated or whose Agreement has expired and lapsed the sixty (60) day grace period is not eligible to re-apply for a NewLife Ventures business for six (6) months following the expiration of the IBP Agreement.
- D. The downline of the expired IBP will roll up to the immediate, active upline Sponsor.

2.6 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be an Independent Brand Partner. This IBP business and position will remain *temporary* until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. In addition to one of the documents described above, IBP shall also submit a "certificate of good standing" from the State of incorporation, or a similar document from a licensed CPA or Attorney attesting to said status. NuLife Ventures must receive these documents within ten (10) business days from the date of the Agreement's execution.
- B. An IBP may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another. To complete said status change, IBP must provide the related documentation described above in 2.6(a).
- C. An IBP has a duty to notify the Company in writing, of any status change in the Business Entity, within thirty (30) days of said change in status.

2.7 Independent Business Relationship; Indemnification for Actions

- A. An IBP is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, your success depends entirely upon your own independent efforts.
- B. The Agreement between NuLife Ventures and its IBPs does not create an employer/employee relationship, agency, partnership, or joint venture between you and the Company.

- C. An IBP shall not be treated as an employee of NuLife Ventures for any purposes, including, without limitation, for federal and state tax purposes. All IBPs are responsible for paying local, state, and federal taxes due from all compensation earned as an IBP. Any other compensation received by IBPs from the Company will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). An IBP has no express or implied authority to bind NuLife Ventures to any obligation or to make any commitments by or on behalf of the Company. Each IBP, whether acting as management of a Business Entity or represented as an individual, shall establish his, her or its own goals, hours, and methods of operation and sale, so long as in compliance with the terms of the Independent Brand Partner Application and Agreement, these Policies and Procedures and applicable state and federal laws.
- D. You are fully responsible for all of your verbal and written communications made regarding NuLife Ventures products and the Compensation Plan that are not expressly contained within official Company materials. IBPs shall indemnify and hold harmless the Company, its directors, officers, employees, product suppliers and agents from and against any and all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by NuLife Ventures as a direct or indirect result of an IBP's unauthorized representations or actions. This provision shall survive the termination of the Independent Brand Partner Agreement.

2.8 Insurance

The Company encourages all IBPs 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. IBPs need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

2.9 Errors or Questions

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

3.0 RESPONSIBILITIES OF AN INDEPENDENT BRAND PARTNER

3.1 Correct Addresses

- A. It is the responsibility of the Customer and/or IBP to make sure the Company has the correct shipping address before any orders are shipped.
- B. A Customer/IBP will need to allow up to thirty (30) days for processing after the receipt by the Company of any notice of address change.

- C. A Customer/IBP may be assessed up to a \$200 fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

- A. Any IBP who sponsors another IBP (known as Sponsoring) into the Company must perform authentic assistance and training functions to ensure those in the IBP's downline properly operate their respective NuLife Ventures businesses. Sponsoring IBPs should have ongoing contact and communication with those in their downline organizations. Examples of communication may include, but are not limited to, the following: newsletters, written correspondence, telephone, contact, team calls, voice-mail, e-mail, personal meetings, in-person accompaniment to Company meetings, training sessions and any other related functions.
- B. A Sponsoring IBP should monitor those in their downline organizations to ensure that downline IBPs do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such IBP should be able to provide documented evidence to the Company of his or her ongoing fulfillment of Sponsor responsibilities.
- C. Upline IBPs are encouraged to motivate and train new IBPs about Company products and services, effective sales techniques, the NuLife Ventures Compensation Plan, and compliance with the Company Policies and Procedures.
- D. **Marketing product is a required activity and must be emphasized in all NuLife Ventures recruiting presentations. The Company emphasizes the need for Independent Brand Partners to sell Company products to ultimate users.**
- E. Use of Sales Aids. To promote both the products and the opportunity NuLife Ventures has to offer, IBPs must only use the sales aids and support materials provided and produced by the Company. If IBPs develop their own sales aids and promotional materials -- includes Internet advertising -- they may unintentionally violate any number of statutes or regulations affecting the NuLife Ventures business regardless of their good intentions. These violations, although relatively few in number, could jeopardize the NuLife Ventures sales opportunity for *ALL* IBPs. **ACCORDINGLY, YOU MUST SUBMIT ALL WRITTEN SALES AIDS, PROMOTIONAL MATERIALS, ADVERTISEMENTS, WEBSITES AND OTHER LITERATURE TO THE COMPANY FOR PRIOR WRITTEN APPROVAL BEFORE USE.** Unless you receive specific written approval to use the material, the request shall be deemed denied. All IBPs shall safeguard and promote the good reputation of NuLife Ventures and its products. The marketing and promotion of the Company, the Company sales opportunity, the Compensation Plan, and Company products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.3 Constructive Criticism; Ethics

- A. The Company desires to provide you with the best products and Compensation Plan in the industry. As a result, NuLife Ventures values constructive criticism and encourages the submission of written comments.
- B. Negative and disparaging comments about NuLife Ventures, its products, or Compensation Plan by any IBP serve no purpose other than to dampen the enthusiasm of other IBPs. You must not belittle the Company, other NuLife Ventures Independent Brand Partners, the products or services, the Compensation Plan, or Company directors, officers, or employees, product suppliers or agents. Further, disruptive behavior at Company events will not be tolerated. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as the Company deems appropriate, up to and including termination as an IBP and your NuLife Ventures business.
- C. NuLife Ventures endorses the following as its Code of Ethics:**
 - I. Every IBP must show fairness, tolerance, and respect to all people associated with the NuLife Ventures sales opportunity, regardless of race, gender, social class, religion, or sexual orientation, thereby fostering an atmosphere of teamwork, good morale and community spirit.
 - II. Every IBP must strive to resolve business issues, including situations with upline and downline IBPs, by emphasizing tact, sensitivity, and good will and with the goal of not creating additional problems.
 - III. Every IBP must act with honesty, responsibility, and professionalism and conduct themselves with integrity.
 - IV. Every IBP shall refrain from disparaging statements about NuLife Ventures, other IBPs, Company employees, product suppliers or agents, the Company's products, its sales and marketing campaigns, and the Compensation Plan. Moreover, IBPs must never make statements that unreasonably offend, mislead or coerce others.
- D. NuLife Ventures may take appropriate action against any IBP , up to and including termination as an IBP and your NuLife Ventures business, if Company determines, in its sole discretion, that the IBP's conduct is detrimental, disruptive, or injurious to the Company or its Customers/IBPs.

3.4 Reporting Policy Violation

- A. An IBP who observes a policy violation by another is encouraged to submit an e-mail chronicling said violation directly to the Company Compliance Department at compliance@NuLifeVentures.com. The letter shall set forth the details of the incident in the following manner:
 - I. A description of the nature of the violation and specific facts to support the allegations;

- II. Dates and the number of occurrences;
 - III. The persons involved; and
 - IV. Any other supporting documentation.
- B. Once the matter has been brought to the Company's attention, it will be researched thoroughly. If needed, the Compliance Department will take appropriate action.
- C. This section refers to the general reporting of policy violations as observed by other IBPs in order to support, protect, and defend the integrity of the NuLife Ventures sales opportunity. If an IBP has a grievance or complaint against another IBP which directly relates to his or her NuLife Ventures business, the IBP should follow the procedures set forth in these Policies.

3.5 Sponsorship

- A. The Sponsor is the person who introduces either a Customer or IBP to NuLife Ventures, helps them complete their enrollment, and supports and trains those in their downline.
- B. NuLife Ventures recognizes the Sponsor as the name(s) shown on the first electronically signed or hard copy IBP Application and Agreement.
- C. Although the Company recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, NuLife Ventures will not allow IBPs to engage in unethical sponsoring activities. However, geographic, relational, or personal preference can dictate that a prospective IBP chooses to work with a Sponsor other than the IBP that originally introduced the prospective IBP to the Company.
- D. All active IBPs in good standing have the right to sponsor and enroll others into NuLife Ventures. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one IBP will approach the same prospect. It is reasonable practice that the new prospect will be sponsored by the first IBP who presented a comprehensive introduction to the NuLife Ventures products and sales opportunity.
- E. A *Protected Prospect* is a guest of any Customer or IBP who attended a NuLife Ventures event. For thirty (30) days following such event, a Protected Prospect cannot be solicited or sponsored by any other IBP who attended the same event. A NuLife Ventures event can be defined as the following:
- I. Any NuLife Venture training sessions, including, but not limited to, online webinars;
 - II. Fly-in meetings; or

- III. Presentations, including but not limited to a NuLife Ventures at home or in office presentation, whether sponsored by the Company, an IBP, a Customer, or an agent or agency designated by the Company.

3.6 Cross Sponsoring Prohibition

- A. “Cross sponsoring” is defined as the enrollment of an individual or Business Entity who has already signed an IBP Agreement into a different line of sponsorship. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by the Company, sanctions up to and including suspension or termination of an IBP’s business may be imposed immediately.
- B. The use of a spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted and will be considered efforts to Cross Sponsor.
- C. This Policy does not prohibit the transfer of a NuLife Ventures business in accordance with these Policies and Procedures. For more details, please see Section 11.

3.7 Adherence to the NuLife Ventures Compensation Plan

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

3.8 Adherence to Laws and Ordinances

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to IBPs because of the nature of the business. However, you should nonetheless check your local laws and obey those that apply.

- B. An IBP shall comply with all local, state and federal laws and regulations in their conduct of their Company business.

3.9 Compliance with Applicable Income Tax Laws

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

3.10 Compliance with Medical Devices Act

- A. The Medical Devices Act governs the traceability of medical devices. With the possibility of safety defects in devices or components, it's vital recall measures are put in place. Until an item is eventually resold, the Act places obligations on commercial dealers.
- B. As a Company, NuLife Ventures adheres to its legal obligation of documenting the serial number on each and every product sold. In doing so, the Company can link every sold product to a Customer or IBP. A failure to abide by any obligations under the Medical Devices Act may result in relevant authorities applying disciplinary measures against the Company or an IBP.

3.11 One NuLife Ventures Business Per Dwelling

An IBP may only operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in **one (1) NuLife Ventures business**. An IBP's dwelling may only have, operate or receive compensation from one NuLife Ventures business. A "dwelling" is any private home or residence, or any building or structure occupied and resided in by members of a family unit. A "family unit" is defined as spouses and dependent children living in or doing business at the same address.

3.12 Actions of Household Members or Affiliated Parties

If any member of an IBP's immediate household engages in any activity which, if performed by the IBP would violate any provision of the Agreement, such activity will be deemed a violation by said IBP and the Company may take disciplinary action against IBP pursuant to these Policies

and Procedures. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and the Company may take disciplinary action against said Business Entity. Similarly, if an IBP enrolls in NuLife Ventures as a Business Entity, each affiliated party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

3.13 Solicitation for Other Companies or Products

- A. An IBP may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities, that are noncompeting products with NuLife Ventures. However, during the term of this Agreement and for one (1) year thereafter, an IBP may not recruit any NuLife Ventures Customers or IBPs for any other direct sales or network marketing business unless Customer(s) or IBP(s) were personally sponsored by such IBP. Any product or service in the same category as NuLife Ventures products or services is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality).
- 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 Customer/IBP to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the IBP’s actions are in response to an inquiry made by another Customer/IBP. However, an IBP may sell non-competing products or services to NuLife Ventures Customers and IBPs that they personally sponsored.
- C. An IBP may not display or bundle NuLife Ventures 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 IBP into believing there is a relationship between NuLife Ventures and non-NuLife Ventures products and services.
- D. An IBP may not offer any non-NuLife Ventures sales opportunity, products or services at any Company related meeting, seminar or convention, or immediately following a Company event.
- E. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between you and NuLife Ventures and would inflict irreparable harm on the Company. In such event, the Company may, at its sole discretion, impose any sanction it deems necessary and appropriate against such IBP or IBP’s business, including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.14 Presentation of the NuLife Ventures Sales Opportunity

- A. In presenting the NuLife Ventures sales opportunity to potential Customers and IBPs, you are required to comply with the following provisions:

- I. You shall not misquote or omit any significant material fact about the Compensation Plan.
- II. You shall make it clear that the Compensation Plan is based upon sales of NuLife Ventures products and services and upon the sponsoring of other IBPs.
- III. You shall make it clear that success can be achieved only through substantial independent efforts.
- IV. You shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the NuLife Ventures sales opportunity or Compensation Plan to prospective Customers/IBPs.
- V. You may not make any claims regarding products or services of any products offered by NuLife Ventures, except those contained in official Company literature, website and social media channels.
- VI. You may not use official Company material to promote the NuLife Ventures sales opportunity in any country where not authorized.
- VII. In an effort to conduct best business practices, NuLife Ventures has developed an income disclaimer (“Income Disclaimer”). The NuLife Ventures Income Disclaimer is designed to convey truthful, timely, and comprehensive information regarding the income that IBPs can earn. In order to accomplish this objective, a copy of the Income Disclaimer must be presented to all prospective IBPs.

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

The terms “income claim” and/or “earnings representation” (collectively “income claim”) includes any of the following: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” includes, “Our number one Independent Brand Partner earned over three million dollars last year” or “Our average-ranking Independent Brand Partner makes twelve thousand per month.” An example of a “statement of earnings ranges” is, “The monthly income for our higher-ranking Independent Brand Partners is eighteen thousand dollars on the low end to forty thousand dollars a month on the high end.”

3.15 Presentation of the NuLife Ventures Devices

- A. In a presentation to a prospective or existing Customer or IBP, you may not discuss the NuLife Ventures device(s) in a different way than the descriptions listed in Company marketing materials. Additionally, an IBP shall never use marketing materials on the NuLife Ventures device(s) not already provided or pre-approved by the Company.

B. An IBP must adhere to all appropriate FDA Rules and Guidelines.

Examples of appropriate health claims of and concerning the NuLife Ventures device(s) and its ability to enhance well-being:

- I. Our heat therapy technology “aids in temporary relief of minor muscle pain”
- II. The heat therapy may help address issues often associated with minor muscle and joint stiffness, such as that associated with:
 - a. Temporary arthritis;
 - b. Muscle spasms; and
 - c. Minor strains and sprains.
- III. The NuLife Ventures heat therapy device(s) may also help promote muscle relaxation and a temporary increase in local circulation on area of application.
- IV. **NuLife Ventures technology does not diagnose, treat, cure, or prevent any disease.**
- V. Always follow the advice and prescriptions from your Doctor. Do NOT USE our technology “instead of” your Doctor’s advice/prescription. Use our technology “in addition to” your Doctor’s advice/prescription, i.e., as a complementary approach. If you have any questions or concerns about our technology and your health condition please discuss this with your Doctor and follow Doctor’s advice.

Examples of inappropriate NuLife Ventures device(s) claims that an IBP **SHALL NOT MAKE NOR REPRESENT** to a Customer or prospective IBP include the following examples:

- I. Intended use claims in which the NuLife Ventures’ device(s) cures, heals, treats or helps people with their physical health;
- II. Indirect claims arising out of the use of images or testimonials;
- III. Attempted explanations of the meaning of various medical terminology;
- IV. Using unapproved before and after images;
- V. Using third-party testimonials other than those provided by the Company, but only if such third-party testimonials be used in conjunction with appropriate disclaimer;
- VI. The use of any terms or expressions such as: improvement of blood and lymphatic microcirculation; the treatment of muscle atrophy; the restoration of a structure or function impaired by a disease; the treatment of chronic arthritis or chronic inflammation; the treatment of chronic joint pain; and any more terms or expressions listed within Company materials.

- C. With regards to wellness and fitness claims following FDA guidelines, NuLife Ventures prohibits an IBP from connecting any disease state or the elimination or reduction of prescription drugs to the use of Company products. An IBP must limit their statements to terms related to health, or general wellness claim and to terms like:
 - I. Less discomfort, greater wellbeing, feeling stronger, rested, powerful, focused, fit, energized, and more relaxed.
- D. For any IBP who markets the NuLife Ventures' device(s) by way of the Internet, the IBP must include the following disclaimer:

NuLife Ventures' products are wellness systems that are intended to serve as heat therapy systems. All information provided is for educational purposes only. NuLife Ventures' products are in no way a substitute for professional medical care. There are no medical claims being made from the use of these products. Statements made have not been evaluated by the FDA or other governmental agencies and are not intended to diagnose, treat, or cure any medical conditions or diseases. Please consult your own physician or healthcare provider if you have any medical concerns.

3.16 Sales Requirements Are Governed by the Compensation Plan

- A. An IBP may purchase NuLife Ventures' products and then re-sell them at ONLY the price specified by the Company. NuLife Ventures provides all suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a NuLife Ventures business.
- B. The NuLife Ventures program is built on sales to the ultimate consumer. Therefore, the Company encourages IBPs to only purchase inventory that they and their family will personally use, will be used as a sales tool, or will be resold to others for their ultimate use. IBPs must never attempt to influence any other IBP to buy more products than they can reasonably use or sell to Customers in a month.
- C. Purchasing Product solely for the purpose of collecting commissions or achieving rank is prohibited.

4.0 ORDERING

4.1 General Order Policies

- A. "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes: (1) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; (2) the fraudulent enrollment of an individual or entity as a Customer/IBP; (3) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Customers/IBPs ("phantoms"); (4) purchasing NuLife Ventures products or services on behalf of another Customer/IBP, or under another Customer's or IBP's ID number, to qualify for commissions or bonuses;

(5) purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or (6) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

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

- B. Regarding an order with an invalid or incorrect payment, the Company will attempt to contact the IBP by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after ten (10) business days, the order will be canceled
- C. If an IBP wants to move an order to another IBP's position, he or she must have prior authorization, of all parties involved. The Company may charge the IBP a \$100.00 fee for processing.
- D. Prices are subject to change without notice.
- E. A Customer or IBP who is a recipient of a damaged or incomplete order must notify the Company within seven-two hours from receipt of the shipment. Shipping damage must be noted to the carrier at the time of delivery. In the event of damaged delivery, please refer to Section 6.1 for return instructions.

4.2 Insufficient Funds

If a credit card order or automatic debit is declined the first time, the Customer or IBP will be contacted via Email or other electronic notification for an alternate form of payment. Until a payment is received, Customer or IBP may be deemed ineligible to purchase NuLife Ventures products (which may or may not affect an IBP's commission status).

4.3 Sales Tax Obligation

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

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications

- A. An IBP must be active and in compliance with the Company Policies and Procedures to qualify for bonuses and commissions. So long as an IBP complies with the terms of the Agreement, the Company shall pay commissions in accordance with the Compensation Plan.
- B. The Company will not issue a payment to an IBP without the receipt of a completed and signed Independent Brand Partner Agreement or the submission of an Electronic Authorization.
- C. The Company reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$50.00 USD.

5.2 Computation of Commissions and Discrepancies

- A. In order to qualify to receive commissions and bonuses, an IBP must be in good standing and comply with the terms of the Agreement, these Policies and Procedures, and all other qualifications pursuant to the NuLife Ventures Compensation Plan. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- B. an IBP must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day “grace period,” no additional requests will be considered for commission recalculations.
- C. For additional information on payment of commissions, please review the Compensation Plan.

5.3 Adjustments to Bonuses and Commissions for Returned Products

- A. An IBP receives bonuses and commissions based on the actual sales of products and services to end consumers. Generally, these commissions and bonuses will not be paid to an IBP until after the return period for a Product has expired. But when a product or service is returned to the Company for a refund from the end consumer, the bonuses and commissions attributable to the returned product or service will be deducted from the IBP who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- B. In the event that an IBP terminates his, her or its business, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by the Company, the remainder of the outstanding balance may be offset against any other amounts that may be owed by the Company to the terminated IBP.

- C. If the Agreement is terminated and a balance is owed by the IBP to the Company, the IBP agrees to pay said amount within thirty (30) days of termination. The Company reserves the right to collect the outstanding balance.

6.0 REFUND POLICY

Customer Sales

NuLife Ventures offers a thirty (30) day 100% Satisfaction Guarantee for Customers. If a Customer purchased a product directly from an IBP or the Company and is not satisfied with the product, the Customer may request a refund directly from said IBP or the Company so long as the purchase remains in acceptable and undamaged condition and is returned in its original manufacturer's box along with all manuals, and subcomponents. The refund amount shall be 90% of the Sales Price (less the shipping and handling charge on the original purchase). Customer shall be responsible for safely packaging the system and shipping it back to IBP or Company depending upon which entity made the original sale. Accordingly, Customer retains the risk of loss or damage during the return process until the system is delivered to IBP or Company, which if incurred may reduce the refund amount significantly.

IBP Purchases

If an IBP is unable to sell new product that was purchased from NuLife Ventures, he or she may return the item for a refund as long as he or she is: (1) in good standing with NuLife Ventures; (2) the products were purchased within the previous seven (7) days; and (3) ***the products remain in Resalable Condition*** (as defined in the Glossary of Terms).

The refund shall be ninety percent (90%) of the purchase price, less the original shipping and handling charge. IBPs agree to incur the expense of shipping and packaging charges, for the return of the product.

6.1 Return Process

- A. Generally all returns, whether by a Customer or IBP, must be made as follows:
- I. Obtain Return Merchandise Authorization ("RMA") from the Company;
 - II. Within seven (7) days, ship items to the address provided by Company when you are given your RMA.
 - III. Provide a copy of the invoice with the returned products. Such invoice must reference the RMA and include the reason for the return.
 - IV. Ship back product in manufacturer's box exactly as it was delivered.
- B. All returns must be shipped to the Company pre-paid, as NuLife Ventures does not accept shipping collect packages. The Company recommends shipping returned product by UPS or FedEx with tracking and insurance as risk of loss or damage in shipping of the

returned product shall be borne solely by the Customer or IBP. If returned product is not received at the Company Distribution Center, it is the responsibility of the Customer or IBP to trace the shipment and no credit will be applied.

C. For damaged deliveries, an IBP must:

- I. Indicate damage on the delivery bill and have it signed by the driver; and
- II. Contact NuLife Ventures Customer Service Department at orders@nulifeventures.com.

7.0 PRIVACY POLICY

7.1 Introduction

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

7.2 Expectation of Privacy

- A. NuLife Ventures recognizes and respects the importance its Customers and IBPs place on the privacy of their financial and personal information. The Company will make reasonable efforts to safeguard the privacy of and maintain the confidentiality of its Customers' and IBPs' financial, account, and nonpublic personal information.
- B. By entering into the Independent Brand Partner Agreement, you authorize NuLife Ventures to disclose your name and contact information to upline IBPs solely for activities related to the furtherance of Company business. You hereby agree to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing your downline organization and conducting the NuLife Ventures business.

7.3 Restrictions on the Disclosure of Account Information

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

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, Patents and Proprietary Information

- A. By completing and signing the Independent Brand Partner Agreement, you acknowledge that Business Reports, lists of Customer and IBP names and contact information, and any other information which contains financial, scientific, technical or other information both written or otherwise circulated by NuLife Ventures pertaining to the business and products or services of NuLife Ventures (collectively, “Reports”), are confidential and proprietary information and trade secrets belonging NuLife Ventures, LLC.
- B. The IBP specifically acknowledges that the Company’s products are covered by patents and/or pending patent applications either owned by, or licensed to the Company. The IBP agrees that it will not take any action or assist others in any action that could constitute an infringement of any of these patents or any patent applications depending therefrom.

8.2 Obligation of Confidentiality

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

8.3 Breach and Remedies

The IBP 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 the Company and to independent NuLife Ventures businesses. The Company will be entitled to injunctive relief or to recover damages against any IBP 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.

8.4 Return of Materials

Upon demand by the Company, any current or former IBP will return the original and all copies of all “Reports” to NuLife Ventures together with any Company confidential information in such person’s possession.

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

9.1 Labeling, Packaging, and Displaying Products

- A. An IBP may not re-label, re-package, refill, or alter labels of any Company product, information, materials or program(s) in any way. NuLife Ventures products must only be sold in their original containers from the Company. Such re-labeling or re-packaging violates federal and state laws, which may result in criminal or civil penalties or liability.
- B. An IBP shall not cause any NuLife Ventures product or any NuLife Ventures 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).
 - II. Where the retail establishment is owned or managed by the IBP 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. An IBP may sell NuLife Ventures products and display the NuLife Ventures trade name at any appropriate display booth (such as trade shows) only upon **prior written approval from the Company**.
- D. The Company 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 NuLife Ventures sales opportunity.

9.2 Use of Company Names and Protected Materials

- A. An IBP must safeguard and promote the good reputation of the Company and the products and services it markets. The marketing and promotion of NuLife Ventures, the NuLife Ventures sales opportunity, the Compensation Plan, and NuLife Ventures 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 the Company must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Company.
- C. The name of NuLife Ventures, each of its product and service names and other names that have been adopted by the Company in connection with its business are proprietary trade names, trademarks and service marks of NuLife Ventures, LLC. As such, these marks are of great value to the Company and are supplied to IBPs for their use only in an expressly authorized manner.
- D. An IBP's use of the name "NuLife Ventures" is restricted to protect the Company's proprietary rights, ensuring that the NuLife Ventures protected names will not be lost or compromised by unauthorized use. Use of the NuLife Ventures name on any item not produced by the Company is prohibited except as follows:
 - I. [IBP's name] Independent Brand Partner of NuLife Ventures; or
 - II. [IBP's name] IBP of NuLife Ventures products and services.

- E. Further procedures relating to the use of the NuLife Ventures name are as follows:
- I. All stationary (i.e. letterhead, envelopes, and business cards) bearing the NuLife Ventures name or logo intended for use by the IBP must be approved in writing by the Company ahead of time.
 - II. IBPs may list “NuLife Ventures IBP” or “Independent Brand Partner of NuLife Ventures” in the white pages of the telephone directory under his or her own name.
 - III. IBPs may not use the name “NuLife Ventures, LLC,” “NuLife Ventures” or “NuLife Ventures Corporate” in answering his or her 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 Brand Partner of NuLife Ventures.”
- F. Certain photos and graphic images used by the Company in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to an IBP. If an IBP wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. An IBP shall not appear on or make use of television, radio or any other media to promote or discuss NuLife Ventures or its programs, products or services without prior written permission from the Company.
- H. An IBP may not produce for sale or distribution any Company event or speech, nor may an IBP reproduce NuLife Ventures audio or video clips for sale or for personal use without prior written permission from the Company.
- I. The Company reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected IBP.
- J. An IBP shall not promote non-Company products or services in conjunction with NuLife Ventures products or services on the same websites or same advertisement without prior approval from the Company.
- K. **Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by NuLife Ventures may not be made except those contained in official Company literature or as approved in writing by the Company Compliance Department.** While NuLife Ventures products are wellness-oriented systems, as well as FDA registered medical devices, **no IBP may make any claim that Company 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 the Company policies, but also they potentially violate federal and state laws and regulations, including the federal Food,

Drug, and Cosmetic Act and Federal Trade Commission Act. An IBP in violation of this section is subject to disciplinary action that may include termination.

9.3 Faxes and E-mail Limitations

- A. Except as provided in this section, an IBP may not use or transmit unsolicited faxes, email, mass email distribution, or “spamming” that advertises or promotes the operation of his or her NuLife Ventures business. The exceptions are:
 - I. Faxes or e-mailing any person who has given prior permission or invitation;
 - II. Faxing or e-mailing any person with whom the IBP has established a prior business or personal relationship.
- B. In all states or territories where prohibited by law, an IBP 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 that 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 faxes, 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;
 - VIII. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, an IBP shall not transmit any further documents to that recipient.
- D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
 - I. Use of any third-party domain name without permission;

II. Offensive, obscene, or sexually explicit materials.

9.4 Internet and Third-Party Website Restrictions

- A. An IBP may not use or attempt to register any of NuLife Ventures' trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
- B. An IBP may not sell NuLife Ventures products, services or offer the NuLife Ventures sales opportunity using "online auctions," such as eBay®, or "online marketplaces" like Amazon.
- C. Only IBPs or Customers that own and operate a commercial unit may have one approved third-party website. IBPs that own a AVACEN 100, or non-commercial unit, may NOT have a third-party website. A third-party website is a NuLife Ventures-approved personal website that is hosted on non-Company servers and has no affiliation with the Company. Any IBP who wishes to develop their own third-party website must submit a properly completed third-party website application and Agreement along with the proper website registration fee and receive Company's prior written approval before going live with their third-party website. Third-party websites may be used to promote your business and Company's products so long as the third-party website adheres to the Company's advertising policies. Moreover, no orders may be placed through third-party websites, and no enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following:
 - a. Identify yourself as an Independent Brand Partner for NuLife Ventures;
 - b. Use only the approved images and wording authorized by NuLife Ventures;
 - c. Adhere to the branding, trademark, and image usage policies described in this document.
 - d. Adhere to any other provision regarding the use of a third-party website described in this document;
 - e. Agree to give the Compliance Department at NuLife Ventures access to the third-party website and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access.
 - f. Agree to modify your website to comply with current or future NuLife Ventures policies.
- D. All marketing materials used on an IBP's third-party website must be provided by the Company or approved in writing by the Company.
- E. To avoid confusion, the following three elements must also be prominently displayed at the top of every page of your third-party website:

1. The NuLife Ventures Logo
2. Your Name, Title and IBP Identification Number
3. The Corporate Website Redirect Button

- F. An IBP may not use third-party sites that contain materials copied from corporate sources (such as NuLife Ventures brochures, CDs, videos, tapes, events, presentations, and corporate websites). This Policy ensures brand consistency, allows Customers and IBPs to stay up-to-date with changing products, services and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.
- G. If the business of an IBP who has received authorization to create and post a third-party website is voluntarily or involuntarily canceled for any reason, or if the Company revokes its authorization allowing the IBP to maintain a third-party website, the IBP must assign the URL to his/her third-party website to the Company within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by the Company. NuLife Ventures reserves the right to revoke any IBP's right to use a third-party website at any time if the Company believes that such revocation is in the best interest of the Company, its IBPs, and Customers. Decisions and corrective actions in this area are at the Company's sole discretion.
- H. Social Media sites may not be used to sell or offer to sell NuLife Ventures products or services. **PROFILES AN INDEPENDENT BRAND PARTNER GENERATES IN ANY SOCIAL COMMUNITY WHERE NULIFE VENTURES IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE IBP AS AN INDEPENDENT BRAND PARTNER OF NULIFE VENTURES**, and when an IBP participates in those communities, he or she 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 the Company's sole discretion, and offending IBPs will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Company's approved library. If a link is provided, it must link to the posting IBP's replicated website or an approved third-party website.
- I. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending IBPs will be subject to disciplinary action.
- J. IBPs may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments IBPs create or leave must be useful, unique, relevant and specific to the blog's article.

- K. IBPs must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent distributor of NuLife Ventures. Anonymous postings or use of an alias is prohibited.
- L. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the NuLife Ventures income opportunity, Company products and services, medical claims, and/or your biographical information and credentials.
- M. IBPs are personally responsible for their postings and all other online activity that relates to NuLife Ventures. Therefore, even if an IBP does not own or operate a blog or Social Media site, if an IBP posts to any such site that relates to the Company or which can be traced to the Company, the IBP is responsible for the posting. IBPs are also responsible for postings which occur on any blog or Social Media site that the IBP owns, operates, or controls.
- N. As an IBP, it is important to not converse with any person who places a negative post against you, other IBPs, or the Company. Report negative posts to the Company's Compliance Department. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as NuLife Ventures, and therefore damages the reputation and goodwill of the Company.
- O. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, the Company therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that IBPs using, or who wish to use, such sites adhere to the Company's policies relating to third-party websites.
- P. If your NuLife Ventures business is cancelled for any reason, you must discontinue using the NuLife Ventures name, and all of NuLife Ventures' 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 IBP, you must conspicuously disclose that you are no longer an Independent Brand Partner of NuLife Ventures.
- Q. Failure to comply with these Policies for conducting business online may result in the IBP losing their right to advertise and market NuLife Ventures products and services and the Company opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

9.5 Advertising and Promotional Materials

- A. You may not advertise any NuLife Ventures products or services at a price LESS than the highest company published, established retail price plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free NuLife Ventures businesses, free shipping, or other such offers that grant advantages beyond those available through the Company.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Company Compliance Department.
- D. All requests for approvals with respect to advertising must be directed in writing to the Company Compliance Department.
- E. Company approval is not required to place blind ads that do not mention NuLife Ventures, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
- F. The Company 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 IBP.

9.6 Testimonial Permission

By signing the Independent Brand Partner Agreement, you give NuLife Ventures permission to use your 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 NuLife Ventures opportunity, you waive any right to be compensated for the use of your testimonial or image and likeness even though the Company may be paid for items or sales materials containing such image and likeness. In some cases, an IBP's testimonial may appear in another IBP's advertising materials. If an IBP does not wish to participate in NuLife Ventures sales and marketing materials, he or she should provide a written notice to the Company Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

9.7 Telemarketing - Limitations

- A. An IBP must not engage in telemarketing in relation to the operation of the his or her NuLife Ventures business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Company products or services, or to recruit them for the NuLife Ventures opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both federal agencies, as

well as a number of states have “do not call” regulations as part of their telemarketing laws.

- C. While an IBP 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 IBP to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).
- D. “Cold calls” or “state-to-state calls” made to prospective Customers or IBPs that promote either Company products, services or the NuLife Ventures sales opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations

An IBP may place telephone calls to prospective Customers or IBPs under the following limited situations:

- I. If the IBP has an established business relationship with the prospect;
 - II. In response to the prospect’s personal inquiry or application regarding a product or service offered by the IBP, within three (3) months immediately before the date of such a call;
 - III. If the IBP receives written and signed permission from the prospect authorizing the IBP to call;
 - IV. If the call is to family members, personal friends, and acquaintances. However, if an IBP makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
 - V. IBPs engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.
- F. An IBP shall not use automatic telephone dialing systems in the operation of his or her NuLife Ventures businesses.
 - G. Failure to abide by NuLife Ventures policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the IBP’s business, up to and including termination of said business.
 - H. By signing the Independent Brand Partner Agreement, or by accepting commission checks, other payments or awards from the Company, an IBP gives permission to NuLife Ventures and other IBPs to contact them as permitted under the Federal Do Not Call regulations.
 - I. In the event an IBP violates this section, NuLife Ventures reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy

- A. An IBP is authorized to sell NuLife Ventures products and services and enroll or attempt to enroll potential Customers and IBPs in any country so designated in NuLife Ventures' Back Office, according to the Policies and Procedures of each country.
- B. An IBP may not, in any country without prior Company approval, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers or IBPs, nor conduct any other activity for the purpose of selling Company products and services, establishing a sales organization, or promoting the Company opportunity.

11.0 CHANGES TO AN IBP'S BUSINESS

11.1 Modification of the Independent Brand Partner Agreement

An IBP may modify his or her existing Independent Brand Partner Agreement (i.e., change a social security number to a Federal ID number, add a spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the IBP) by re-submitting a new Business Registration Form, with fresh signatures (not a "crossed out" or "white-out" version of the first Agreement), and any appropriate supporting documentation.

11.2 Change Sponsor or Placement for Inactive IBPs

- A. At the discretion of the Company, IBPs who neither sold nor 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 NuLife Ventures under the Sponsor of their choice.
- B. Such IBP does not retain former rank, downline, or rights to commission checks from his or her former organizations.
- C. The Company reserves the right to correct Sponsor errors at any time and in whatever manner it deems necessary.

11.3 Change Organizations

- A. If an IBP wishes to transfer organizations, he or she must submit a letter of resignation to the Company and remain inactive (neither sell nor personally order) with or in NuLife Ventures for six (6) months from the receipt of the letter before being eligible to re-enroll under a different Sponsor
- B. The Company retains the right to approve or deny any request to re-enroll after an IBP's resignation.

- C. If re-enrollment is approved, the former IBP will be issued a new IBP ID number and will be required to submit a new Independent Brand Partner Agreement. The IBP will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.
- D. Transfers may not be done outside of the original organization.

11.4 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new IBP from another IBP or influencing another IBP to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Company Compliance Department within the first thirty (30) days of enrollment. If the reports are substantiated, the Company may transfer the IBP or the IBP's downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement IBPs. The Company remains the final authority in such cases.
- C. The Company prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the NuLife Ventures Compensation Plan and/or the marketing plan in order to trigger commissions or cause a promotion off a downline IBP in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the IBP positions of all individuals and/or entities found to be directly involved.
- D. Should IBPs engage in solicitation and/or enticement of members of another direct sales company to sell or distribute NuLife Ventures products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an IBP alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, NuLife Ventures will not pay any of the IBP's defense costs or legal fees, nor will NuLife Ventures indemnify the IBP for any judgment, award, or settlement.

11.5 Sell, Assign or Delegate Ownership

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

- C. Should the sale be approved by Company, the Buyer assumes the position of the Seller at the current qualified title, but at the current “paid as” rank, at the time of the sale and acquires the Seller’s Downline.
- D. To request corporate authorization for a sale or transfer of a NuLife Ventures business, the following items must be submitted to the Company:
 - I. A Sale/Transfer of Business Form properly completed, with the requisite signatures.
 - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
 - III. An Independent Brand Partner Agreement completed and signed by the Buyer;
 - IV. Payment of the \$400.00 USD administration fee; and
 - V. Any additional supporting documentation requested by IBP.
- E. Any debt obligations that either Seller or Buyer may have with the Company must be satisfied prior to the approval of the sale or transfer of the NuLife Ventures business.
- F. An IBP who sells his or her business is not eligible to re-enroll as an IBP in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.6 Separating a NuLife Ventures Business

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

- B. The Company recognizes only one Downline organization and will issue only one commission check per NuLife Ventures business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will the Company split commission and/or bonus checks.
- C. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original NuLife Ventures 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 IBP or active Customer in the former organization and must develop a new business in the same manner as any other new IBP. An IBP in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 13.5.

11.7 Succession

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

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

11.8 Resignation/Voluntary Termination

- A. An IBP may immediately terminate his or her business by submitting a written notice or email to the Company Compliance Department. The written notice must include the following:
 - I. The IBP's intent to resign;
 - II. Date of resignation;
 - III. NuLife Ventures IBP Identification Number;
 - IV. Reason for resigning; and
 - V. Signature.
- B. **An IBP may not use resignation as a way to immediately change Sponsor and Placement. Instead, the IBP who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in a or any NuLife Ventures business for six (6) months from the receipt of the written notice of resignation.**
 - I. An IBP may not manipulate the optional purchase of product

by refusing the shipment of NuLife Ventures purchased products in order to switch Sponsors. There is not a product purchase required to become an IBP. This practice may result in suspension or termination of IBP status.

11.9 Involuntary Termination

- A. The Company reserves the right to terminate an IBP's business for, but not limited to, the following reasons:
 - I. Violation of any terms and conditions of the Agreement;
 - II. Violation of any provision in these Policies and Procedures;
 - III. Violation of any provision in the Compensation Plan;
 - IV. Violation of any applicable law, ordinance, or regulation regarding the NuLife Ventures business; and/or
 - V. Engaging in unethical business practices or violating standards of fair dealing.
- B. The Company will notify the IBP in writing *by email or certified mail* at his or her last known address of its intent to terminate the IBP's business and the reasons for termination. The termination is effective as of the date of the written notification. The IBP will then have ten (10) calendar days from the date of mailing of such notice to appeal the termination in writing.
- C. If the IBP does file a timely appeal of termination, the Company will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the IBP of its decision. The decision of the Company is then considered final and not subject to further review.
- D. After termination, the former IBP is prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any NuLife Ventures products or services. The Company will notify the active Upline Sponsor within ten (10) days after termination. The organization of the terminated IBP will "roll up" to the active Upline Sponsor on record.
- E. An IBP who is involuntarily terminated by the Company may not reapply for a business, either under his or her present name or any other name or entity, without the *express written consent of an officer of the Company*. In any event, such IBP may not re-apply for a business for twelve (12) months from the date of termination.

11.10 Effect of Cancellation

Following an IBP's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such IBP:

- I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the IBP's former organization or any other payments in association with the IBP's former independent business;
- II. Effectively waives any and all claims to property rights or any interest in or to the IBP's former Downline organization;
- III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to the Company.

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action - Purpose

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

12.2 Consequences and Remedies of Breach

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

VIII. Legal proceedings for monetary or equitable relief.

13.0 DISPUTE RESOLUTION

13.1 Grievances

- A. If an IBP has a grievance or complaint against another IBP regarding any practice or conduct relating to their respective NuLife Ventures businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Company Compliance Department as outlined below in this Section.
- B. The Company Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the IBPs involved.
- C. The Company will confine its involvement to disputes regarding NuLife Ventures business matters only. The Company will not decide issues that involve personality conflicts or unprofessional conduct by or between IBPs outside the context of a NuLife Ventures business. These issues go beyond the scope of the Company and may not be used to justify a Sponsor or Placement change or a transfer to another organization.
- D. The Company does not consider, enforce, or mediate third party agreements between IBPs, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
 - I. The IBP should submit an email of complaint directly to the Company Compliance Department. The email shall set forth the details of the incident as follows including but not limited to:
 - a. The nature of the violation;
 - b. Specific facts to support the allegations;
 - c. Dates;
 - d. Number of occurrences;
 - e. Persons involved, if possible with IBP numbers; and
 - f. Supporting documentation including links.
 - II. Upon receipt of the written complaint, the Company will conduct an investigation according to the following procedures:
 - a. The Compliance Department will send an acknowledgment of receipt to the complaining IBP;
 - b. The Compliance Department will provide a verbal or written notice of the allegation to the IBP under investigation;

- c. The Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
- d. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. IBP calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

F. The Company will make a final decision and timely notify the IBPs involved.

13.2 Arbitration

- A. **Any controversy or claim arising out of or relating to the Independent Brand Partner Agreement, these Policies and Procedures, or the breach thereof, the IBP’s business or any dispute between the Company and IBP, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Any such arbitration shall be held in Nashville, Tennessee. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.
- B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney’s fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.
- C. This agreement to arbitration shall survive any termination or expiration of the Independent Brand Partner Agreement.
- D. Nothing in these Policies and Procedures shall prevent NuLife Ventures from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect the Company’s interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- E. **NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

- F. These Policies and Procedures and any arbitration involving an IBP and NuLife Ventures shall be governed by and construed in accordance with the laws of the state of Tennessee, without reference to its principles of conflict of laws.

13.3 Damages

- A. In any case which arises from or relates to the wrongful termination of the Independent Brand Partner Agreement and/or an Independent Brand Partner's NuLife Ventures business, the Company and IBP agree that damages will be extremely difficult to ascertain. Therefore, the Company and IBP stipulate that if the involuntary termination of the Independent Brand Partner Agreement and/or loss of the IBP's NuLife Ventures' business is proven and held to be wrongful under any theory of law, the IBP's sole remedy shall be liquidated damages calculated as follows:
 - I. For IBP's at the "Paid As" rank of **Regional Director** or above (with the exception of paragraph II below), liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the NuLife Ventures Compensation Plan in the twelve (12) months immediately preceding the termination.
 - II. For IBP's at the "Paid As" rank of **International Director**, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the NuLife Ventures Compensation Plan in the twenty-four (24) months immediately preceding the termination.
- B. In any action arising from or relating to the Agreement, the NuLife Ventures business, or the relationship between the Company and an IBP, both parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The Company and IBP further waive all claims to exemplary and punitive damages.

13.4 Severability

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

13.5 Waiver

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

13.6 Successors and Claims

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

14.0 GOVERNING LAW

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Tennessee. You and the Company irrevocably and unconditionally agree that it will not commence any action, litigation, or proceeding of any kind whatsoever against one another way arising from or relating to this Agreement in any forum other than the US District Court for the Middle District of Tennessee or, if such court does not have subject matter jurisdiction, the courts of the State of Tennessee sitting in Davidson County, Tennessee and any appellate court from any thereof.

15.0 NULIFE VENTURES GLOSSARY OF TERMS

ACTIVE INDEPENDENT BRAND PARTNER: An IBP who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each IBP, which includes: the Independent Brand Partner Application and Agreement, the NuLife Ventures Policies and Procedures, the NuLife Ventures Compensation Plan, all in their current form and as amended by the Company in its sole discretion. These documents are collectively referred to as the “Agreement.”

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

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

CUSTOMER: A Customer who purchases NuLife Ventures’ products and does not engage in building a business or retailing product.

IN GOOD STANDING: An IBP that does NOT have an active suspension by compliance, compliance suspension or disciplinary action within the past ninety (90) days, or a negative balance (debt owed) to Company.

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

ORGANIZATION: The Customers and IBPs placed below a particular Independent Brand Partner.

OFFICIAL COMPANY MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by NuLife Ventures to its IBPs.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of NuLife Ventures' Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another NuLife Ventures' Customer or IBP to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE CONDITION: Products shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused, meaning the tamper evident seal located on the product remains in place; (2) original packaging and labelling has not been altered or damaged; (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and (4) the product contains current NuLife Ventures' labelling. NOTE: Any merchandise that is clearly identified at the time of sale as a demonstration kit, nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SPONSOR: An Independent Brand Partner who enrolls a Customer or another IBP into the Company, and is listed as the Sponsor on the Independent Brand Partner Agreement. The act of enrolling others and training them to become IBPs is called "sponsoring."

UPLINE: This term refers to the IBP(s) above a particular Independent Brand Partner in a sponsorship line up to the Company. It is the line of sponsors that links any particular Independent Brand Partner to the Company.

INDEPENDENT BRAND PARTNER (IBP): An individual who purchases product, generates retail sales and business building commissions (including those with different ranks, levels, titles, or paid as titles obtained per the Compensation Plan)