

An Introduction to GYV Policies for GYVing

By now you have signed or will sign a contract to become a GYVer. This contract requires you to comply with the policies of GYV. This presentation is designed to make you familiar with GYV's policies. GYV is a dynamic organization relying on many types of individuals to be successful. These individuals include GYVers, the Board of GYV, employees and consumers of GYV's products. A dynamic organization requires policies and procedures so that any group interested in GYV knows how common transactions and events proceed. Obviously, in a dynamic organization, policies and procedures may change from time to time. As part of your contract with GYV, you have agreed to be bound by the current version of GYV's Policies for GYVing. That means you should check GYV's website on a regular basis to see the latest version of our Policies for GYVing. If you have suggestions for changes in the Policies for GYVing, please submit these to the GYV Board. In the meantime, please comply with the current Policies for GYVing required by your contract.

Getting started with GYV

1. Before you can represent GYV Corporation ("GYV"), you must enter into a contract that includes all of the terms of the Registration Agreement form fully executed by the GYVer, the renewal form or forms executed or authorized by the GYVer, executed Registration Agreement, where applicable, an Entity Agreement for Independent Business Owners ("Entity Agreement"), and the Plan and Policies for GYVing that become effective during the term of your association with GYV ("GYVer Contract.") The current version of the Plan and Policies can be found at www.gogyv.com.
2. The GYVer Contract, its formation, construction and interpretation and enforceability and all claims, causes of action or demands shall be governed by California law

without given effect to any choice of law provision. The GYVer's Contract is made in the State of California when signed by GYV. Any dispute subject to arbitration is governed by the Federal Arbitration Act.

3. The GYV Contract should be interpreted by any court or arbitrator to give full effect to each provision of the contract. If any part of the contract is unenforceable, the court or arbitrator should strike that provision of the contract and enforce the balance of the contract.

4. Definitions.

- a. GYVer Compensation Plan (or Plan) means the business arrangement through which GYVer's receive certain income or other compensation as described in Section A of the Business Reference Guide.
- b. Copyrighted Works means works protectable by copyrights that are owned by, created by or licensed to GYV.
- c. Customer means a non-GYVer's who is an end user of products and services offered through or by GYV.
- d. Independent Business (IB) means a GYV independent business operated by a GYVer's(s) pursuant to the GYVer's Contract.
- e. Independent Business Associate (GYVer) means an individual(s) or entity operating an IB pursuant to the GYVer Contract.
- f. GYV Board shall refer to the Independent Business Associates Board of Directors.
- g. Line of Sponsorship (LOS) means the structural arrangement of GYVer established by the contractual relationship that each GYVer has with GYV.

- h. LOS Information includes all information that discloses or relates to all or part of the Line of Sponsorship, including but not limited to GYVer's numbers and other GYVer's business identification data, GYVer's personal contact information, GYVer's business performance information, and all information generated or derived therefrom, in its past, present or future forms.
- i. Marks means the trademarks, service marks, trade dress and trade names adopted or used by GYV and/or otherwise the subject of pending or existing trademark rights owned by or licensed to GYV, regardless of whether the trademarks, service marks, trade dress or trade names are the subject of trademark applications or registrations.
- j. Prospect means a prospective GYVer.
- k. Region means the United States, Canada and Puerto Rico, and all other regions operating under the Plan.
- l. Use means: (a) with reference to Marks, directly or indirectly placing, affixing or displaying one or more Marks on or in connection with goods or services, in a manner that tends to create the impression of an affiliation, connection, or association between GYV and the GYVer or Approved Provider; and (b) with reference to Copyrighted Works, to reproduce, distribute and/or display copies of the Copyrighted Works, in whole or in part, including by means of digital audio transmissions, and to create any derivative works.

- m. Key Position means an owner, employee, agent, or independent contractor who contributes to the profitability of his or her new business or who is in a position to receive benefit or competitive advantage from his or her new business by virtue of his or her access to LOS Information.
- n. Business Support Materials (or "BSM") as used in these Policies for GYVing means all products and services (including but not limited to business aids, books, magazines, flip charts, and other printed material, online literature, internet websites, advertising, audio, video or digital media, rallies, meetings, and educational seminars, and other types of materials and services) that are (i) designed to solicit and/or educate Prospects, Customers, or prospective Customers of GYV products or services, or to support, train, motivate, and/or educate GYVers, or (ii) incorporate or Use one or more of the Marks or Copyrighted Works of GYV, or (iii) are otherwise offered with an explicit or implied sense of affiliation, connection, or association with GYV. Unless otherwise specified in writing, GYVers acknowledge that nothing in this Policy of GYVing, or in any other Policy, shall be construed or interpreted as a license or other permission to incorporate any LOS Information into any BSM.
- o. Approved Provider means any supplier authorized by GYV to provide BSM to GYVers or use BSM with Prospects.

5. To become an authorized GYVer capable of merchandising products and services offered through or by GYV and registering other GYVer, an applicant must be 18 years of age,

complete and sign the GYVer Registration Agreement, and pay the Business Services and Support fee specified in the GYVer Registration Agreement. A GYVer Registration Agreement may be completed and signed in one of the following ways: (a) the applicant may complete, sign and submit an electronic version of the GYVer Registration Agreement in accordance with the procedures on the GYV website; or (b) the applicant may complete, sign and return a paper version of the GYVer Registration Agreement.

6. GYV reserves the right to accept or reject any GYVer Registration Agreement. A registration shall be considered accepted by GYV when it receives a completed and signed GYVer Registration Agreement accordance with Policy No. 5, its contents are verified with GYV's records database, and the registration does not violate any the Policies for GYVing. Pending receipt of a completed, signed GYVer Registration Agreement, GYV may temporarily authorize a GYVer's to conduct business subject to the Policies for GYVing for up to 90 days.

7. Legal Entities as GYVers: IBs shall be formed initially by and in the name(s) of the individual applicant(s). After receiving a GYVer number/ID, a GYVer who wishes to operate his/her IB as a corporation, limited liability company (LLC), formal partnership, limited partnership, limited liability partnership (LLP) or trust must complete the appropriate Entity Agreement for Independent Business Associates (GYVers) and submit it to GYV. At its sole discretion, GYV may accept or reject such application.

8. Husband and Wife GYVers: If both husband and wife wish to become GYVers, they must register together as a single IB. Husbands and wives may not sponsor each other. If one spouse is already a GYVer, the other spouse, upon electing to become a GYVer, must join his or her spouse's IB. All spouses, whether or not they are GYVers, must comply with the Policies for GYVing.

9. The GYVer Contract expires 365 days after execution.

10. In order to renew the GYVer Contract, a GYVer must file a request to renew the GYVer Contract, along with the required annual business renewal fee, by the end of their respective contract date (365 days after initial sign up). GYV reserves the right to reject any renewal request, or revoke any GYVer's renewal agreement in its sole discretion. An annual renewal agreement may be completed and signed in one of the following ways: (a) a GYVer may complete, sign and submit an electronic version of the renewal agreement and pay the required annual business fee in accordance with the procedures on the GYV website; (b) a GYVer may renew and pay the required annual business fee by telephone at 1-844-GOGYVIT; (c) a GYVer may sign an automatic renewal agreement with GYV; unless they instruct GYV otherwise.

11. In the event that GYV accepts a GYVer's renewal agreement that was not filed in compliance with Policy No. 11, GYV is not required to restore that GYVer's sponsoring relationship(s) with down line GYVers.

12. A GYVer may terminate his or her GYVer's Contract at any time prior to execution by giving written notice to the GYV Business Conduct and Policies Department. Once a GYVer's contract is terminated, the former GYVer may immediately become a customer.

13. An IB can be passed on to a deceased GYVer's spouse, heirs, or other beneficiary.

- a. In cases where the IB is owned jointly, such as a husband and wife or partnership, and one spouse or partner dies, GYV will recognize the surviving spouse or partner(s) as the owner(s) of the IB unless GYVers and GYV had agreed in advance to a different disposition of the IB. The

survivor(s) must forward a certified copy of the death certificate in order for GYV to change its records.

- b. In cases where the IB is operated as an entity under Paragraph 7, and one of the owners of the entity dies, the entity will continue to operate the IB, provided the entity remains in compliance with the Policies for GYVing, and the owner is a GYVer in full compliance with the Policies for GYVing. The entity shall notify GYV of the change in ownership or control of the entity by submitting a new Entity Agreement reflecting the proposed changes. Any proposed changes in the ownership or control of the entity require the written approval of GYV.
- c. In cases where a GYVer disposes of an IB in a will, GYV will recognize the terms of the transfer, provided the beneficiary is a GYVer who is in compliance with the Policies for GYVing.
- d. If there is no qualified GYVer in a position to operate an IB due to probate or other court procedures, GYV will have the option of entering into a servicing agreement with another GYVer, preferably up line in the LOS, to manage the IB until the proceedings are complete.

14. GYVers will be held accountable for the actions of any partner, family member or third party acting or purporting to act on behalf of the GYVer or the IB. GYVer shall not aid another GYVer in violating their contract with GYV or in any action that could harm the reputation of GYV or other GYVers.

15. GYVers shall comply with all laws, regulations, and codes that apply to the operation of their IB wherever said business may be conducted and will not encourage anyone to

violate the law. No GYVer shall operate any illegal or unlawful business enterprise, or engage or participate in any deceptive, illegal or unlawful trade practices.

16. GYVers are independent contractors. GYVers shall not state or imply that they are employees, agents or legal representatives of GYV, its affiliates, and/or other GYVer. GYVers shall not state or imply that registration creates an employment relationship between themselves and the GYVers whom they have sponsored or who have sponsored them.

Selling GYV Products and Opportunities

17. No GYVer shall engage in cross-group buying or selling. Cross-group buying and selling occurs when a GYVer sells products and services offered through or by GYV to another GYVer he or she did not personally sponsor, except (a) as may be permitted under a servicing agreement or (b) when a GYVer purchases from or through his or her up line products and services offered through or by GYV.

18. No GYVer shall send, transmit, or otherwise communicate any unsolicited electronic messages relating to GYV, its business opportunity, products or services to persons with whom the GYVer does not have a pre-existing personal or business relationship. (This includes, but is not limited to, sending messages through newsgroups, purchased mailing lists, “safe lists,” or other lists of individuals or entities with whom or which the GYVer does not have a preexisting relationship.)

19. GYVers may advertise only with the express written approval of GYV.

20. A GYVer who works in or owns a retail establishment must operate his or her IB separate and apart from the retail establishment. No GYVer shall permit products, services or literature offered through or by GYV to be sold or displayed in retail establishments. This

prohibition includes but is not limited to schools, fairs, kiosks, vending machines, unauthorized internet websites, military stores, salons or professional offices.

21. The sale of authorized product categories by GYVers are permitted only at temporary (no more than 10 days) events whose themes are consistent with the products being sold, and only with the express approval of GYV in writing. To allow GYV sufficient time to grant approval, the GYVer must submit a completed Event Sales Application Form to GYV 30 days prior to the event. A copy of the Event Sales Application form may be obtained at www.GYV.com

22. No GYVers shall use GYV products or services in conjunction with any type of fund-raising activity. Fund-raising includes soliciting funds or the purchase of GYV products or services based on the representation that all, or some, of the gains, proceeds, donations, bonuses, or profits generated by such sale will benefit a particular group, organization, or cause.

23. The display only (no sales) of products and approved literature by GYVers is permitted only at temporary (no more than 10 days) events, and only with the written approval of GYV. To allow GYV sufficient time to grant approval, the GYVers must submit a completed Display Booth Application Form to GYV 30 days prior to the event. A copy of the Display Booth Application form may be obtained at www.GYV.com.

24. A GYVer shall make only truthful and accurate statements about the business opportunity, products and services offered through or by GYV. GYVers shall not make any claims about products or services offered through or by GYV other than those claims found in GYV authorized literature and at www.GYV.com.

25. Products offered through or by GYV are to be sold only in their original packages and in their original formulations. GYVer may not repackage products or otherwise change or alter any of the packaging, labels or materials of products offered through or by GYV.

26. A GYVer who takes and/or delivers an order in person for over \$25 shall deliver to the customer at the time of sale a written and dated order or receipt which shall: (a) describe the product(s) sold; (b) state the price charged; (c) give the name, address, and telephone number of the selling GYVer; and (d) include GYV's Satisfaction Guarantee and list any applicable sales tax collected. All sales tax must be remitted as required by state or local laws.

27. When a Customer requests Satisfaction Guarantee service within the stated guarantee period for a product purchased directly from a GYVer, the GYVer shall immediately offer the individual his or her choice of: (a) a full refund; (b) an exchange for a like product; or (c) full credit toward the purchase of another product. If a product is shipped directly to the Customer by GYV, the Customer should follow the return instructions on the packing slip. In the case of GYVer purchases, only those that the GYVer makes for personal, family or household use may be returned under the Satisfaction Guarantee. Whenever a GYVer requests Satisfaction Guarantee service within the stated guarantee period, a GYVer has the choice of a: (a) full refund (minus shipping and handling); (b) exchange for the same or like product; or (c) full credit toward the purchase of another product. The current Satisfaction Guarantee can be found at www.GYV.com.

28. GYVer leaving the GYV business have a right to return GYV products. A departing GYVer may choose to sell inventory of currently marketable GYV products to an up line GYVer at a mutually agreeable price and term. If a departing GYVer is unable to secure the buy-back of inventory through an up line GYVer, GYV shall repurchase the departing GYVer's

unused, currently marketable GYV products subject to the following: (a) GYV will make all appropriate Performance Bonus differential charge backs to those IBs who originally received them; and (b) GYV will charge the departing GYVer for freight, plus 10% of the costs of goods returned to handle the costs of returning the product to inventory.

29. A GYVer who is not leaving the GYV business may ask GYV to buy back GYV products where he or she may be experiencing financial hardship or other exceptional circumstances. Return requests are reviewed on a case-by-case basis. At its discretion, GYVer will return the cost of products returned less freight and a 10% return fee.

Being an Ethical GYVer

30. GYVers shall not represent to anyone that there are franchises or exclusive territories available under the Plan.

31. GYVer shall not directly or indirectly, solicit, assist, induce, or encourage another GYVer to request a change in position in the Line of Sponsorship.

32. GYVers shall not export or import products or services offered through or by GYV or knowingly sell to others who import or export such products or services. This prohibition applies to all countries and territories regardless of whether GYV or its affiliates have established operations or are doing business in that country or territory. Nothing in this Policy prohibits GYVers from personal use or resale within the Region in accordance with the GYVer Contract.

33. GYVers who engage, directly or indirectly, in any activity related to the GYV business in a jurisdiction outside of the Region must do so in a manner that complies with all applicable laws, regulations, rules, policies and procedures of the GYV affiliate in that

jurisdiction, regardless of whether they are registered GYVer in that jurisdiction. Failure to do so shall be a breach of the GYVer Contract.

34. GYVer shall operate their IB in a financially responsible and solvent manner. GYV reserves the right to offset bonus payments for amounts a GYVer owes to GYV. If a GYVer or any member partner in his or her IB files a petition for bankruptcy or has bankruptcy proceedings commenced against him or her, or has any assets seized by court order or taken to satisfy judgment, the GYVer must immediately inform GYV.

35. GYVer shall not manipulate the Plan, personal value (PV) or company volume (CV), in any way which results in the payment of bonuses or other awards and recognition that have not been earned in accordance with the terms of the GYVer Contract.

36. All GYVer are responsible for communicating any updates or changes to their personal information (e.g., name, address, email address and telephone numbers, etc.) or business information (e.g., business name, address, email address, telephone numbers, addition/deletion of partner, change of business status, etc.) to GYV.

37. When the Policies for GYVing require a GYVer to contact GYV for notice, permission or approval, the GYVer shall contact the GYV Business Conduct and Policies Department by mail at Lehi Utah, by fax at (number) or by email at customerservice@GYV.com. For questions or concerns please call 801-427-5435.

38. When inviting a Prospect to hear a presentation of the Plan, a GYVer must make it clear that what is being described or offered is the Plan.

39. When describing the Plan: (a) GYVer statements must be truthful, accurate and not misleading; (b) the roles of a balanced business (retail sales, personal use and sponsoring) must be accurately described; and (c) all income representations must be limited to income from

the Plan, based on actual experience or from GYV authorized materials, and must provide realistic income potential.

40. In seeking participation of a Prospect in the Plan, a GYVer must use only GYV-authorized materials or Business Support Materials authorized for use with Prospects.

41. In seeking participation of a Prospect in the Plan, a GYVer:

- a. Must not cite lifestyle examples, e.g., travel, automobile, homes of successful GYVers, and contributions to charitable causes, unless such benefits were actually accrued as the result of building a successful IB.
- b. Must not say or imply that a successful IB can be built in the form of a wholesale buying club.
- c. Must not say or imply that there is no requirement for the retail sale or marketing of products by GYVers.
- d. Must not promote potential tax benefits of the Plan.
- e. Must not encourage or require a Prospect to purchase anything not included with the Business Services and Support fee specified in the GYVer Registration Agreement and must not encourage the purchase of a product or service not identified on the GYVer Registration Agreement. The only requirements which a GYVer can impose upon a Prospect whom he or she is willing to register is that the Prospect shall pay the Business Services and Support fee and sign a completed GYVer Registration Agreement and submit it to GYV.
- f. Must not register or sponsor new GYVers in a way that manipulates the new GYVer's position in the LOS.

42. A sponsor must comply with the following obligations:
- a. The sponsor must be a GYVer in full compliance with the Policies for GYVing.
 - b. The sponsor must ensure that all GYVers whom he or she sponsors have access to and the opportunity to read the GYVer Contract.
 - c. The sponsor must be able to train and motivate the GYVers whom he or she has sponsored with a minimum of assistance from his or her first up line. GYVers may fulfill this obligation by use of approved Business Support Materials.
 - d. If a GYVer is unable or unwilling to service GYVers whom he or she has sponsored with the proper training or motivation, he or she must make arrangements, in writing, with his or her first up line to provide this service.

GYV Confidential Information

43. GYV protects the LOS and LOS Information for the benefit of GYV and of all GYVers. GYV keeps LOS Information proprietary and confidential and treats it as a trade secret. GYV is the exclusive owner of all LOS Information. LOS Information is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by GYV and its GYVers. GYVers can use GYV's goodwill and LOS Information only for the purposes permitted under the GYVer Contract.

44. GYVers agree not to challenge, that: (i) LOS Information is confidential and a valuable trade secret owned by GYV; (ii) LOS Information is owned exclusively by GYV; and (iii) GYVers do not own any rights in LOS Information. GYVers agree not to challenge or

interfere with GYV's authority to license or sublicense LOS Information. GYVers shall not assert or seek any rights in LOS Information other than those limited rights or protections that may be specifically granted by GYV in writing.

45. A GYVer may use LOS Information only with GYV's prior written permission, which may be expressed through general publication (to all GYVers) or through a specific writing to one or more GYVer. Any permission granted by GYV shall constitute a limited non-exclusive, non-transferable, and revocable license by GYV for a GYVer to use LOS Information only as necessary to facilitate his or her IB as specified in writing. GYV reserves the right in its sole discretion to deny or revoke any such license.

46. All GYVers shall maintain LOS Information in strictest confidence, and shall take all necessary steps and to safeguard LOS Information and maintain its confidentiality. A GYVer shall not compile, organize, access, create lists of, or otherwise use or disclose LOS Information except as authorized by GYV. A GYVer also shall not disclose LOS Information to any third party, or use LOS Information in connection with any other businesses or to compete, directly or indirectly, with the GYV business.

47. A GYVer shall discontinue the use of LOS Information and promptly return any and all LOS Information to GYV upon resignation, non-renewal, or termination of his or her IB.

48. GYVer acknowledges that use or disclosure of LOS Information, other than as authorized by GYV, will cause significant and irreparable harm to GYV, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance, and damages including costs, attorneys' fees, and disgorgement of all profits made as a result of such unauthorized use or disclosure.

49. A GYVer's obligations to protect and return LOS Information shall survive the voluntary or involuntary resignation, non-renewal, or termination of that GYVer's IB.

Not Competing with GYV

50. GYVer agrees not to own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by GYV.

51. GYVer agrees that he or she will not, on his or her own behalf or on behalf of any person or entity, directly or indirectly, encourage, solicit, or otherwise attempt to recruit or persuade (i) any GYVer or (ii) any person who has been a GYVer within the past two calendar years, to own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by GYV.

52. GYVer agrees that, during the six-month period following the, non-renewal, or termination of that GYVer's IB, he or she shall not own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by GYV.

53. GYVer agrees that, during the twenty-four-month period following the resignation, non-renewal, or termination of that GYVer's IB, he or she shall not, on his or her

own behalf or on behalf of any person or entity, directly or indirectly, encourage, solicit, or otherwise attempt to recruit or persuade (i) any GYVer or (ii) any person who has been a GYVer within the past two calendar years , to own, manage, operate, consult for, serve in a Key Position in, or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by GYV.

54. The time periods in Policy Nos. 52 and 53 above shall be extended by any period of time during which the former GYVer is in violation of the applicable Rule.

55. The geographic scope of Policy Nos. 50, 51, 52 and 53 is the Region.

56. GYVer agrees that the Policies for GYVing are reasonable in both time and geographic scope.

57. GYV does not restrict the sale or distribution of privately developed Business Support Materials in accordance with these Policies for GYVing.

58. The Policies for GYVing nor does GYV restrict competition between GYVers (a) in the sale of products or services offered through or by GYV to Customers or (b) in the registration of new GYVers or Customers.

59. By becoming a GYVer, GYVer acknowledges that the Policies for GYVing protect the reasonable competitive business interests of GYV and GYVer, and that a violation of any of these Policies for GYVing will cause significant and irreparable harm to GYVer and GYV, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance, and damages including costs, attorneys' fees, and disgorgement of all profits made as a result of such violation.

60. Policies for GYVing Nos. 49 through 59 shall survive and remain enforceable following the voluntary or involuntary resignation, non-renewal, or termination of that GYVer's IB.

61. Except as provided in the Policies for GYVing, GYVer may engage in other business ventures, including other selling activities, involving products, services, or business opportunities. However, GYVer may not use LOS Information or their association with other GYVers or GYV to promote other business ventures.

62. GYVers agree not to solicit, directly or indirectly, other GYVers whom he or she did not personally sponsor in order to sell, offer to sell, or promote other products, services, business opportunities, investments, securities, or loans not offered through or by GYV. Every GYVer agrees not to sell, offer to sell, or promote any other business opportunities, products, or services in connection with the Plan. For example, if a GYVer is regularly engaged in the operation of a service station, auto dealership, retail establishment, salon, or a professional service (e.g., law, medicine, dentistry, or accounting) the GYVer is not prohibited from serving customers who are GYVers and who have sought them out. But a GYVer shall not actively solicit the patronage of other GYVers based on knowledge or information gained as a result of being a GYVer.

Sale or Transfer of an IB

63. The sale of an ownership interest in an IB, transferring an IB, merging IBs, separating or dividing an IB, or assignment of any rights or obligations under a GYVer Contract require express written approval of GYV. None of the foregoing activities may be used to manipulate the Line of Sponsorship.

64. An individual transfer involves the transfer of a GYVer without any down line GYVers. Any GYVer who wants to change his or her sponsor must submit a written request to GYV accompanied by (1) a written release signed by all the GYVer's up line in the Line of Sponsorship, (2) a written acceptance from the new GYVer's sponsor and new up line and agreeing to assume responsibility for the transferring GYVer, and (3) a statement indicating the business reason for the transfer request. Upon GYV's written approval of the request, the GYVer will be transferred.

65. A GYVer who wishes to transfer to a different sponsor with one or more down line GYVers may do so only with the express written approval of GYV. In addition, a GYVer must submit a written request to GYV accompanied by (a) written consent from all GYVers up line in the Line of Sponsorship, (b) written consent of all GYVers whom the transferring GYVer wishes to transfer with him or her, (c) written consent by the new sponsor and his or her up line to which the requesting GYVer wants to be transferred, and (d) a statement indicating the business reason for the transfer request.

66. No GYVer currently qualified as a Silver Executive or above can be transferred with down line GYVers. A GYVer formerly qualified as a Silver Executive or above may be transferred with down line GYVers if more than twelve months have elapsed since the GYVer was so qualified.

67. A GYVer who wishes to transfer to a different sponsor but is unable to obtain the necessary consents may not register under a new sponsor until the GYVer has terminated his or her GYVer Contract or failed to renew and has been inactive for a period of 6 months or longer. Following the lapse of the inactive period, the former GYVer may register as a new GYVer

under a new sponsor. During the period of inactivity, a GYVer shall not conduct any of the activities of a GYVer under his or her name, or in the name of another person or IB.

68. The following shall not interrupt the running of the six-month inactivity period: (a) procuring and/or submitting a written request for transfer; (b) filing an application for an informal or formal conciliation; (c) operating a GYV-affiliated business in any other country in which a GYV affiliate conducts business; (d) directing an inquiry to GYV as to the status of his or her IB; or (e) purchasing GYV products or services as a Customer.

69. A GYVer who transfers to a new sponsor, or who following six months of inactivity, applies for registration under a different sponsor, may not register down line from any GYVer who was previously up line or down line to him or her in the Line of Sponsorship up to and down to the first qualified unless at least two years have elapsed since the termination or expiration of his or her IB.

70. A GYVer who transfers to, or who registers under, a different sponsor following 180 consecutive days of inactivity, shall have no right to sponsor any GYVer who was previously up line or down line to him or her in the Line of Sponsorship, unless at least two years have elapsed since the termination or expiration of the sponsored IB.

71. Former GYVers may not be added to an existing IB for a period of 24 months following the termination or expiration of their GYVer Contract.

72. A GYVer who owns and operates an IB may sell his or her ownership interest in such IB only to another GYVer who is in compliance with the Policies for GYVing, and who has the sufficient skills, experience, judgment and resources to operate the IB, as determined by GYV, in GYV's sole discretion, GYV requires that specific terms of sale be included in any

sales agreement. Such terms and a sample sales agreement may be obtained from GYV. An IB may be sold only with the express approval of GYV in writing.

73. In order to preserve the Line of Sponsorship, the selling GYVer must offer his or her IB in the order of priority stated below, and the GYVer(s) interested in purchasing the IB must meet all of the terms and conditions set forth in these Policies for GYVing.

74. If GYV operates an IB, and has entered into a servicing agreement with a GYVer to manage the IB, GYV shall have the option of selling the IB to the servicing GYVer.

75. When an IB is sold, it will remain in its same position in the Line of Sponsorship.

76. Mergers and Combinations of IBs: Mergers of IBs resulting from failure to file a Renewal Agreement, termination, resignation, death (with no designation of succession by heirs) or some involuntary event or cause beyond the control of any of the owners, are permitted, only with the written approval of GYV.

77. A GYVer may own or have an ownership interest in only one IB except: (a) where two GYVers marry; (b) where an existing IB purchases another IB; or (c) where the IB is, or will be, passed on to a deceased person's spouse, heirs, or other beneficiary.

78. GYVers who are parents and children may integrate their respective IBs, provided that they submit a written request to GYV and meet the following:

- a. The child(ren) must be personally registered by the parents; or the parents must be personally registered by the child(ren);
- b. The parent's IB and the child's (children's) IB must have operated as a separate IB for not less than 2 years by date of implementation;
- c. In the event that the parent(s) or the child(ren) are deceased or are not mentally or physically capable of running the IB before conditions 6.11.2

and 6.11.3 above have occurred, the child(ren) or parent(s) inheriting the IB shall have the right to integrate the separate IBs in accordance with this Policy;

- d. Provided the above conditions will be met no later than the implementation date, the Legal & Ethics Committee of the GYV Board shall review such request and provide GYV with a recommendation. GYV may or may not approve the request in light of such recommendation and the goals, objectives, and benefits of the Plan; and
- e. Upon express written approval of GYV of the request for integration or de-integration, implementation shall be the next calendar month.

79. GYVers who become involved in an action for divorce, separation of marital property, or the dissolution of a legal entity operating as an IB, must continue to conduct themselves in compliance with the Policies for GYVing.

80. During the pendency of a divorce, separation of marital property or dissolution of a legal entity, GYVers must adopt one of the following methods of operation: (a) the GYVers continue to operate the IB jointly on a “business-as-usual” basis; (b) one or more GYVers relinquishes his or her right and interest in the IB; (c) the GYVers may agree on a third party to operate the IB, subject to written approval of GYV; or (d) if the GYVers cannot agree on a third party, GYV shall appoint a third party to act as a receiver during the pendency of the divorce or dissolution if GYV determines that such an appointment is necessary to prevent a negative impact on the business.

81. After a Final Decree or Judgment of Divorce, a Final Separation Agreement or other domestic contract that contains a legally enforceable Property Settlement or Division of

Assets that addresses their IB, or after a final dissolution of a legal entity, GYVer(s) must notify GYV of the outcome of the degree or judgment and must operate in accordance with the terms thereto. Any GYVer who is required to or voluntarily relinquishes all rights in the original IB to the other GYVer(s) is free to immediately register under any sponsor.

82. GYVer(s) may not divide their IB in the case of a divorce, separation of marital property or other dissolution.

83. If a GYVer resigns, fails to renew, terminates his or her IB, dies without transferring the IB, or is terminated by GYV, GYV shall decide the future of the IB in accordance with these Policies for GYVing.

Selling and Using BSM

84. GYVer(s) may sell BSM only in accordance with the Policies for GYVing. BSM used, promoted, distributed, or offered for sale by or to GYVer(s) must: (a) comply with all Quality Assurance Standards and any applicable Policies for GYVing relating to their use, promotion, and sale; (b) be submitted to GYV for review prior to use, promotion, distribution or sale; (c) be authorized by GYV; and (d) if required for the category of BSM, bear the authorization number provided by GYV. Except as explicitly provided in the Quality Assurance Standards, BSM may not be offered for sale to Prospects.

85. Satisfaction Guarantee and Buy-Back Rules do not apply to materials not sold by GYV. BSM may only be sold subject to the right of the purchaser to return such BSM for a refund in accordance with the following:

86. The terms of the refund policy, including terms regarding procedures for the resolution of disputes and the responsible person for returns, must be clearly communicated to the purchaser prior to any sale. In addition to any other person designated to handle returns, the

selling GYVers and the Approved Provider shall be responsible for handling returns if the sale occurred under Policy No. ____, and the selling GYVers together with the selling GYVers up line GYVers or above shall be responsible for handling returns of all other sales.

87. No GYVers may record a GYV presentation without the prior specific written consent of GYV. A GYVer may make a single recording of the talks or presentations made by non-GYV employees at any GYV-sponsored meeting, provided the recording is for their personal use and is not reproduced for any purpose.

88. Although the specific content of live seminars, events, business meetings, or other similar BSM must comply with the Quality Assurance Standards, such BSM do not require prior authorization from GYV unless or until the content is reduced to a fixed media (such as in print, audio, or video) for use with GYVers or Prospects.

89. A GYVer who purchases, promotes, distributes, or offers BSM for sale shall use reasonable efforts to determine that the quantity and cost of BSM are reasonably related to sales volume and profits of the purchaser's IB.

90. GYVers may organize seminars, events, or business meetings for GYVers consistent with their training obligations as sponsors.

91. GYVers selling, promoting, or distributing BSM apart from Policy No. ____ must obtain appropriate written authorization from GYV in accordance with Policy No. ____ in order to Use any Marks or otherwise use any copyrighted material or other intellectual property of GYV in connection with such BSM.

92. GYVers selling, promoting, or distributing BSM must not infringe the copyrights or intellectual property rights of Approved Providers, other GYVers or third-parties.

93. GYVers who wish to sell, promote, or earn income from the sale of BSM from an Approved Provider must have a written contract with that Approved Provider in accordance with the Program, obligating the GYVers to adhere to applicable Quality Assurance Standards in connection with such activities.

94. BSM offered in the form of website subscriptions and downloadable media are subject to the following requirements, in addition to Policy No. _____. Purchasers canceling website subscriptions are entitled to a refund if cancelled within 72 hours of original sign up and registration. GYVers who are authorized by an Approved Provider to sell, promote, or distribute an Approved Provider's BSM in accordance with Policy No. _____ require no further written authorization from GYV to conduct such activity.

GYV Marks and Copyrighted Works

95. GYV's Marks and Copyrighted Works are important and valuable business assets of GYV. The Marks help identify the source and reputation of GYV's products and services worldwide and distinguish them from those of competitors. GYV makes commercially reasonable efforts to protect the Marks from improper use, including through the Policies for GYVing, accreditation of Approved Providers, and a corporate identity program that requires the correct and consistent use of the Marks, both in appearance and substance.

96. A GYVer may use GYV's Marks and Copyrighted Works only with GYV's prior written permission, which may be expressed through general publication (to all GYVers) or through a specific writing to one or more GYVers. Without limitation, GYV may require conformity with specifications, may require that materials that use GYV's Marks and/or Copyrighted Works be sourced from GYV or a GYV-approved supplier, and may otherwise condition Use of its Marks and Copyrighted Works. Any permission granted by GYV shall

constitute a limited, non-exclusive, nontransferable and revocable license to Use such Marks and Copyrighted Works solely in connection with the GYV business in the Region. Subject to conditions and specifications published or specifically provided in writing from time to time, the Marks and Copyrighted Works may be used only on: (a) exterior and interior office signs; (b) all forms of vehicle signs; (c) telephone listings; (d) promotional literature; (e) stationary; (f) premiums; and (g) business cards. Other proposed Uses will be considered upon request. Without limitation, GYV will not authorize a GYVer to use the Marks on imprinted checks.

Resolving Disputes

97. Complying with the GYVer Contract is essential for preserving a strong and viable business for GYVers and GYV. GYVers and GYV each have rights and responsibilities in case of a breach of the GYVer Contract. When GYV detects a potential breach of the GYVer Contract, it will first investigate as appropriate. Before taking enforcement action, GYV shall attempt to contact the GYVer in an effort to resolve the issue. If the communication does not resolve the issue, GYV may take any enforcement action authorized by the GYVer Contract including, but not limited to, one or any combination of the following:

- a. A written warning to a GYVer, and/or up line GYVers or down line GYVers in the Line of Sponsorship.
- b. Retraining a GYVer, and/or up line GYVers or down line GYVers in the Line of Sponsorship.
- c. Suspending some or all of the rights of a GYVer for a specified period of time, or until certain conditions have been satisfied.
- d. Withdrawing or denying an award, trip, pin recognition or other incentive.
- e. Withholding any monthly or annual bonus or incentive payments.

- f. Compensatory remedies, as applicable.
- g. Transferring a GYVer or a group of GYVers.
- h. Terminating a GYVer Contract.

98. If a GYVer elects to challenge any action taken by GYV under this Policy, the GYVer shall submit the issue to the Dispute Resolution Procedures described in Policy No. ____.

99. If a GYVer believes that another GYVer has breached the GYVer Contract, the GYVer first should contact the GYVer in question in an effort to resolve the issue. If a GYVer believes that GYV has breached the GYVer Contract, the GYVer first shall contact GYV in an effort to resolve the issue. If discussion with either a GYVer or GYV does not resolve the issue, the GYVer may file a written complaint with GYV. The complaint should explain the issue in as much detail as possible, and include all supporting documents. GYV will investigate as appropriate, and take enforcement or corrective action under the GYVer Contract, if necessary. If any issue remains unresolved, it shall be submitted to the Dispute Resolution Procedures described in Policy No. ____.

100. A GYVer who elects to challenge the validity of a Policy or other term of the GYVer Contract shall first contact GYV in an effort to resolve the issue. If the GYVer is not satisfied with GYV's response, the dispute shall be resolved in Arbitration under Policy No. ____.

101. All GYVers are required to respond to inquiries and otherwise cooperate in a timely fashion with any investigation conducted by GYV. Failure to respond to inquiries or to otherwise cooperate in a timely fashion is a breach of the GYVer Contract and may result in GYV taking action against the IB.

102. The failure of GYV or any GYVer to enforce any breach of any provision of the GYVer Contract shall not constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision of the GYVer Contract.

103. GYV may modify the GYVer Contract in accordance with the following procedures: Any change to Policy No. ___ requires mutual agreement of the GYV Board. For all other Policies, final decision making authority on amendments to the GYVer Contract rests with GYV. GYV will, prior to final action, submit to the GYV Board for discussion, evaluation, and recommendation all changes in the GYVer Contract that materially affect GYVers. GYV will notify GYVers of the proposed changes.

104. Disputes arising out of or relating to an IB, the Plan or the GYVer Contract, as well as disputes involving Business Support Materials (“Disputes”) shall be resolved in accordance with this Policy. The dispute resolution procedures in this Policy apply to Disputes involving the following parties: (1) a GYVer, a former GYVer, or any such GYVer officers, directors, agents, or employees; (2) GYV, and any parent, subsidiary, affiliate, predecessor, or successor thereof, or any of their officers, directors, agents, or employees; and (3) an Approved Provider or its officers, directors, agents, or employees (the “Party” or “Parties”). Policy No. ___ is reciprocal and applies to all of the Parties. This Policy No. ___ and its subparts shall be amended only by mutual agreement between GYV and the GYV Board, and such amendments shall not be retroactively applied to any dispute known to GYV or the GYV Board at the time of amendment.

105. The only exception is when the claim made by a GYVer or GYV is for a debt on account for product or services offered through or by GYV to or on behalf of the GYVer, and the only Parties to that claim are GYV and the GYVer, and the total value of the claim is less than

\$10,000.00. In such cases the GYVer or GYV may elect to pursue the claim in any court of competent jurisdiction including small claims court. In all other cases the Parties will resolve the dispute as provided for under these Policies for GYVing, up to and including binding arbitration if necessary.

106. Nothing in these Policies for GYVing prevents GYV, a GYVer's, Approved Provider or any other one of the Parties from seeking temporary or preliminary injunctive or other relief from a court of competent jurisdiction, notwithstanding the Parties' obligation to participate in Conciliation or Arbitration under Policy No. ____.

107. The Parties, when involved in the dispute resolution process in any manner, will not disclose to any other person not directly involved in the dispute resolution process: (a) the substance of, or basis for, the Dispute; (b) the content of any testimony or other information obtained through the dispute resolution process; or (c) the resolution (whether voluntary or not) of any matter that is subject to the dispute resolution process. However, nothing in these Policies for GYVing shall preclude any one of the Parties from investigating in good faith a claim or defense, including interviewing witnesses.

108. The Conciliation procedures are designed to resolve disputes efficiently in a non-confrontational setting, through education, mediation, and conciliation. The Conciliation requirement is reciprocal and applies to all Parties. The Party first seeking resolution shall commence Conciliation by providing a Request for Conciliation form to the other affected Parties and the GYV Business Conduct and Policies Department. In cases where the GYV Board will be involved in the Conciliation, a copy of the Request for Conciliation form will also be given to the GYV and the GYV Hearing Panel Chairperson.

109. The first step in Conciliation is non-binding mediation. The GYV Board provides experienced GYVers who are available to serve as mediators (“GYV Mediator”). In cases where an Approved Provider is not a Party, a GYV Board Mediator will serve and conduct an informal conciliation with the Parties, unless one or more GYVers involved in the dispute objects to a GYV Board Mediator. In that case, the mediation will take place with an independent neutral mediator acceptable to all Parties. GYV can provide a list of possible mediators, but the Parties are not obligated to agree to any mediator on that list.

110. In cases where an Approved Provider is a Party, the dispute will be mediated by an independent neutral mediator acceptable to all Parties, unless all of the Parties involved in the dispute stipulate to informal conciliation with a GYV Board Mediator. GYV can provide a list of possible mediators, but the Parties are not obligated to agree to any mediator on that list.

111. In all instances where the Parties cannot agree on a mediator within ten business days of receiving the Request for Conciliation form, they authorize GYV to choose a mediator from a list of mediators maintained by the American Arbitration Association (AAA). GYV will pay the reasonable fees of the mediator for up to one full day, except that if an Approved Provider is a Party, the Approved Provider is responsible for its pro rata share of the mediator’s fee.

112. The mediation shall take place within 30 days of selection of a mediator. The Parties may agree to extend this date by 30 days. In addition, on a request of a Party, the mediator may extend the deadline for not more than an additional 30 days. All Parties must appear in person or, if authorized by the mediator, by telephone. The mediation proceeding is confidential and not open to the public; but any participant may, if he or she chooses, be accompanied by an attorney or another personal representative, such as an up line GYVer or a

friend or family member, as long as the representative signs an agreement that mediation is confidential.

113. All Parties who receive notice of the mediation are required to participate. The Parties are strongly encouraged to attend the mediation in person, but are not required to do so. Should the Parties choose to attend in person, they are responsible for their own expenses. Failure by GYV or any disputing GYVer to participate in good faith is a breach of the GYVer Contract, and the breaching Party shall reimburse the other Parties for any expense directly caused by the breach, as determined by the mediator.

114. The mediator shall within two days following the mediation provide the Parties with a written statement signed by the parties setting forth the agreement between the Parties resolving their disputes and, for any dispute not settled, declaring that the Parties are at impasse. The mediator may, at his/her discretion, recommend a resolution for any dispute not settled in the mediation. Within two weeks of receiving this summary, each Party shall state in writing whether or not it agrees with any recommendation by the mediator, in whole or in part.

115. If any part of the dispute is not resolved by mediation under Policy No. ____, any GYVer who is a Party to the remaining dispute may request a Hearing Panel; except that any dispute involving an Approved Provider, or any challenge to the impartiality of the Hearing Panel itself, shall go directly to arbitration without a Hearing Panel.

116. A Request for Hearing Panel Form must be filed with the Business Conduct and Policies Department or the Hearing Panel Chairperson within four weeks after the mediator's written statement pursuant to Policy No. ____. Upon receipt of a request, the matter will be scheduled for the next Hearing Panel session, which shall be not more than 60 days following the request. All Parties who receive notice of the hearing are required to participate, unless excused

by the Hearing Panel Chairperson or his/her designee. The Parties are strongly encouraged to attend the hearing in person, but are not required to do so. Should the Parties choose to attend in person, they are responsible for their own expenses.

117. The GYV Board Executive Committee selects the Hearing Panel Chairperson, three additional Panel members, and alternates who may serve on the Hearing Panel. The Hearing Panel Chairperson will confirm that no Panel member has a conflict of interest with respect to the matters over which the Panel presides. Once selected, the Panel members are barred from discussing the dispute with anyone before the date of the hearing. Each Panel member and the Parties involved will receive a copy of the conciliation file.

118. The Parties shall exchange all documents on which they intend to rely during the hearing at least 10 days in advance of the hearing. In addition, Parties must submit to the Panel all documents on which they intend to rely in proving or defending their claim at least 10 days in advance of the hearing. If a Party does not submit such documents in a timely fashion, the Hearing Panel Chairperson may refuse to allow their introduction.

119. The Chairperson of the Panel is empowered to control the conduct of the hearing, and to have authorized persons administer an oath to any witness. The rules of evidence do not apply. When a voluntary resolution does not occur, the Hearing Panel, within 30 days following completion of the hearing, will issue to the Parties and GYV a written statement of facts and a non-binding recommendation for resolution, including, if appropriate, the imposition of certain sanctions. Within two weeks of receiving that recommendation each Party shall inform the Panel and the other Parties in writing whether that Party: (a) accepts the recommended resolution in its entirety; (b) accepts some specific portions of the recommended resolution and rejects the others;

or (c) rejects the recommended resolution in its entirety. Any Party may demand arbitration of any unresolved Dispute under Policy No. ____.

120. The Parties shall submit any Disputes that were not resolved through the process described in Policy No. ____, through binding arbitration in accordance with this Policy No. ____.

The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. The Parties acknowledge that the GYVer Contract and each of its parts evidence a transaction involving interstate commerce and the Federal Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. The Parties mutually waive any right to assert any Dispute as a class, collective or representative action, or to participate in any Dispute asserted as such. The Parties agree that, if the Class Action Waiver at Policy No. ____ is found to be void or unenforceable for any reason, any motion to have the Dispute certified as a class action, and any ensuing class action should it be certified, must be heard and disposed of only by a court, and not by an arbitrator; class action claims cannot be submitted to arbitration under these Policies for GYVing under any circumstances.

121. The complaining Party may file a demand for arbitration with either the American Arbitration Association (“AAA”) or JAMS. The arbitration will be commenced and conducted in accordance with the AAA or JAMS (whichever is chosen) fee schedules and commercial arbitration rules and the Policies for GYVing. If there is any conflict between the JAMS or AAA arbitration rules, the Policies for GYVing shall apply.

122. If a GYVer demands arbitration against GYV or an Approved Provider and the GYVer’s claim is less than \$10,000, GYV or the Approved Provider, whichever is the applicable respondent, shall pay for all applicable fees of AAA or JAMS for initiating and administering the

arbitration and the reasonable fees for the arbitrator for up to two days. Demand for arbitration shall be made within two years after the claim arose, but in no event after the date when the initiation of legal proceedings would have been barred by the applicable statute of limitations. The two-year period or any shorter statutory limitations or statute of repose period shall be tolled during the Conciliation process described in Policy No. ____, provided that Conciliation shall not revive any limitations period that has expired before the time a Party invokes Policy No. ____.

123. Unless all Parties to the arbitration agree otherwise, a single arbitrator shall be chosen, and Arbitrator candidates must have at least five years' experience as a state or federal judge or as a full-time ADR professional, including substantial experience in commercial arbitration. The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable or that any claim is not arbitrable.

124. The arbitrator's award shall be limited to deciding the rights and responsibilities of the Parties in the specific dispute being arbitrated. The arbitrator's award shall have no collateral estoppel effect in any other proceeding. The arbitrator shall provide a statement of reasons for his or her award. Similar claims involving multiple Parties may be consolidated before a single arbitrator if all Parties agree. The arbitrator will decide any disputed consolidation issues.

125. Notwithstanding any discovery provisions in the JAMS or AAA commercial arbitration rules incorporated in paragraph 11.5.4 above, no discovery shall occur in an arbitration under these Policies for GYVing unless and until specifically authorized by the arbitrator. The arbitrator shall decide the amount, scope and timing of discovery as appropriate in

each case. In addition, before requiring any discovery, the Parties involved in the arbitration shall agree on an appropriate confidentiality order consistent with the GYVer Contract. If the Parties fail to agree, the arbitrator shall impose appropriate confidentiality requirements on the Parties and witnesses.