

# POLICIES AND PROCEDURES

## INCORPORATION INTO SANAVI INTERNATIONAL VIP MEMBER AGREEMENT

The Sanavi International Policies and Procedures (the "Manual" or the "P&Ps" in their present form and as amended from time to time are incorporated into, and form an integral part of, the Sanavi International VIP Member Agreement (the "Sanavi International VIP Member Agreement" or "Agreement"). Throughout the P&Ps, when the term "Agreement" is used, it collectively refers to the Sanavi International VIP Member Application and Agreement, these P&Ps, the Legacy Compensation Plan (the "Compensation Plan"), the Income Disclosure Statement, the Sanavi International Privacy Policy and Website Use Agreement and any Business Entity business forms. These documents are incorporated by reference into the Sanavi International VIP Member Agreement. Unless otherwise defined. It is the responsibility of each Sanavi International VIP Member to read, understand, adhere to and ensure that they are aware of and operating under the most current version of the P&Ps. When enrolling a new Sanavi International VIP Member, it is the responsibility of the Enroller (as further defined below) to provide the most current version of this Manual and the Legacy Compensation Plan to the applicant prior to their execution of the Agreement. All terms contained within the P&Ps are subject to the terms contained within the Sanavi International VIP Member agreement. In the event of a discrepancy between any provision of the Sanavi International VIP Member Agreement and the P&Ps or the Legacy Compensation Plan, the P&Ps shall prevail.

## PURPOSE OF POLICIES

Sanavi International is a direct sales company that markets products through Sanavi International VIP Members. It is important that all Sanavi International VIP Members understand that their success is dependent upon the integrity of all who market Sanavi International products. To clearly define the relationship that exists between Sanavi International VIP Members and Sanavi International, and to explicitly set standards for acceptable business conduct, Sanavi International has established the VIP Member Agreement. Sanavi International VIP Members are required to comply with all the terms and conditions set forth in the VIP Member Agreement, as well as all applicable laws governing their business and their conduct. It is especially important that all Sanavi International VIP Members read and abide by the Agreement. Please review the information in this Manual carefully. It explains and governs the relationship between Sanavi International VIP Members and the Company. Any questions regarding any policy or rule should be directed to the Sanavi International Compliance Department.

## CHANGES TO THE AGREEMENT

Because applicable laws, as well as the business environment periodically change, Sanavi International reserves the right to amend any portion of the Agreement. The Company shall provide notice of any amendments to the Agreement by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (e-mail); (3) special mailings from the Company; or (4) posting to your Consultant back office. The most current and controlling version will be located at [www.sanaviinternational.com](http://www.sanaviinternational.com). Any amendments to the Agreement shall become effective 30 days after notice by one of the methods set forth above. Once the amendment(s) are published, you may elect to reject them. If you reject them, your Agreement will terminate and will not be renewed. If you are not willing to accept these changes, Sanavi International must be notified in writing prior to the change being effective, by contacting the Sanavi International Compliance Department.

By executing the Agreement, you agree to abide by all properly noticed amendments or modifications that Sanavi International elects to make to the Agreement.

If the Sanavi International VIP Members continues to purchase or sell Company products, enroll and or accept rebates, commissions, or bonuses from Sanavi International, such actions shall be deemed acceptance of any properly noticed amendments to the Agreement. Any amendments to the Agreement accomplished through the notice and opt-out procedures contained in this section shall not apply retroactively to conduct that occurred prior to the effective date of the amended Agreement.

## **WAIVER**

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a Sanavi International VIP Member. No failure of Sanavi International to exercise any right or power under the Agreement or to insist upon strict compliance by a Sanavi International VIP Member with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the Sanavi International right to demand exact compliance with the Agreement. Waiver by Sanavi International can be affected only in writing by an authorized officer of the Company. The Sanavi International waiver of any breach by a Sanavi International VIP Member shall not affect or impair the Sanavi International rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Sanavi International VIP Member. Nor shall any delay or omission by Sanavi International to exercise any right arising from a breach affect or impair the Sanavi International rights as to that or any subsequent breach. The allegation or existence of any claim or cause of action of a Sanavi International VIP Member against Sanavi International shall not constitute a defense to the Sanavi International enforcement of any term or provision of the Agreement.

## **RIGHT TO TERMINATE**

Each Sanavi International VIP Member is aware of the rights to terminate without cause, as set forth in the Agreement.

## **BECOMING A SANAVI INTERNATIONAL VIP MEMBER**

Each Sanavi International VIP Member promises to:

1. Conduct themselves and their operations as a Sanavi International VIP Member honestly, morally, and legally to help protect the Sanavi International opportunity for all.
2. Keep their activities honorable to reflect well on themselves and on Sanavi International.
3. Speak well of Sanavi International as well as competitors.
4. Honestly present the Sanavi International product as per the Sanavi International literature, including accurate and legally permissible health claims and benefits.
5. Explain the Legacy Compensation Plan honestly and completely.
6. Respect the privacy of others and keep their personal earnings and the earnings of others private.
7. Take their Enroller and Upline responsibilities seriously, including, aiding, and supporting those in their Marketing Organization.
8. Abide by the product guarantee and return policies for themselves and for their customers.
9. Respect the professional relationships between Sanavi International and any of its advisors, endorsers, or VIP Members by speaking of them appropriately and refraining from contacting them.
10. Direct all media inquiries to Sanavi International.
11. Honor the established relationships between Enrollers and Enrollees to avoid conflicts of interest with other VIP Member, Enrollers, and enrollees; and Adhere to the Agreement.

13. Have a valid Social Security or Federal Tax ID number. (US & Puerto Rico Markets Only)
14. Purchase a Sanavi International Enrollment Packs.
15. Pay the Sanavi International VIP Member Fee, and submit a properly completed and signed Sanavi International VIP Member Agreement to Sanavi International. The Company reserves the right to reject any applications to become or annually renew as a Sanavi International VIP Member in its sole and absolute discretion.

## **ADHERENCE TO THE LEGACY COMPENSATION PLAN**

Sanavi International VIP Member must adhere to the terms of the Legacy Compensation Plan. Sanavi International VIP Members shall not offer the Sanavi International opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Sanavi International literature. Sanavi International VIP Members shall not require or encourage other current or prospective Sanavi International VIP Members to participate in Sanavi International in any manner that varies from the Sanavi International opportunity as set forth in official Sanavi International materials. Sanavi International VIP Members shall not require or encourage other current or prospective Sanavi International VIP Members to execute any agreement or contract other than official Sanavi International agreements to become a Sanavi International VIP Member. Similarly, Sanavi International VIP Members shall not require or encourage other current or prospective Sanavi International VIP Members to make any purchase from, or payment to, any individual or other entity to participate in the Legacy Compensation Plan and Sanavi International opportunity other than those identified in the Agreement and or official Sanavi International literature.

## **BUSINESS ENTITIES**

A corporation, limited liability company, partnership, trust, or local equivalent (collectively referred to as a “Business Entity”) may apply to be a Sanavi International VIP Member by submitting a copy of its organizational documents to Sanavi International, along with a properly completed Business Entity Form. If a Sanavi International VIP Member has enrolled online, all required documents and corresponding Business Entity Form must be submitted to Sanavi International within thirty (30) days of the online Enrollment. If not received within the 30-day period, the Sanavi International VIP Member Agreement shall automatically terminate. A Sanavi International VIP Member may change its status under the same Enroller from an individual to a partnership, corporation, trust or local equivalent or from one type of entity to another by properly completing a Name Change Request Form from the Sanavi International Compliance Department.

The forms must be signed by all the shareholders, partners, trustees, members, owners, or any other party with any ownership interest in, or management responsibilities for, the relevant Business Entity (collectively, “Affiliated Parties”). The Business Entity and all Affiliated Parties are individually, jointly, and severally liable for any indebtedness, liability, claims, and or other obligations to Sanavi International, including compliance with and performance of all obligations of the Agreement.

## **MINORS**

A person who is recognized as a minor in his or her jurisdiction of residence may not be a Sanavi International VIP Member. Sanavi International VIP Members shall not enroll or recruit minors or anyone unable to legally form a contract to become a VIP Member of Sanavi International.

## INDEPENDENT CONTRACTOR STATUS

Sanavi International VIP Members are independent contractor, not employees of the Company. Sanavi International VIP Members are not purchasers of a franchise or of a business opportunity. The Agreement between Sanavi International and its Sanavi International VIP Members does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and any Sanavi International VIP Member. Sanavi International may, at its discretion, require notarized documents before implementing any changes to a Sanavi International VIP Member Business. Please allow thirty (30) days after the receipt of the request by Sanavi International for processing. A Sanavi International VIP Member is responsible for paying all applicable taxes due from all compensation earned as a Sanavi International VIP Member. A Sanavi International VIP Member has no authority (express or implied) to bind the Company to any obligation. Each Sanavi International VIP Member shall establish their own goals, hours and methods of sale, so long as they comply with the terms of the Agreement and all applicable laws.

## ENROLLING, PLACING OR SPONSORING

All Active Sanavi International VIP Members in Good Standing may enroll and place (sponsor) eligible VIP Member applicants into Sanavi International, Each prospective VIP Member has the ultimate right to choose their own Enroller and Placement Sponsor. If two Sanavi International VIP Members claim to be the Enroller and or Placement Sponsor of the same new Sanavi International VIP Member or Customer, the Company shall presume that the first application received by the Company is controlling, but the Company shall retain the right to determine and decide in its discretion all issues of disputed enrollment.

## SUCCESSION

Upon the death of or incapacitation of a Sanavi International VIP Member, their Sanavi International VIP Member Business may be passed to their heirs or successors. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Sanavi International VIP Member should consult their attorney to assist them in the preparation of a will or other testamentary instrument. Whenever a Sanavi International VIP Member Business is transferred by a will or other testamentary process, the legal successor in interest acquires the right to collect all Financial Distributions (as defined in within) earned on the deceased Sanavi International VIP Member's Marketing Organization in accord with the current Legacy Compensation Plan.

The successor(s) in interest must:

1. Execute a Sanavi International VIP Member Agreement.
2. Comply with terms and provisions of the Agreement.
3. Meet all the qualifications for the deceased Sanavi International VIP Member's status.
4. Bonus and commission payments of a Sanavi International VIP Member Business transferred pursuant to this section will be made in a single payment jointly to the legal successor(s) in interest. Such successor(s) must provide Sanavi International an "address of record" and account information for all bonus and commission payments.
5. If the Sanavi International VIP Member Business is bequeathed to multiple legal successors in interest, they must form a Business Entity and acquire an applicable national identification number or other equivalent identification number. Sanavi International will issue all bonus and commission payments and tax forms to each Sanavi International VIP Member as required by the applicable taxation authority.

## **ERRORS OR QUESTIONS**

If a Sanavi International VIP Member has questions about or believes any errors have been made regarding commissions, bonuses, Marketing Organization Activity Reports or credit card charges, the Sanavi International VIP Member must contact and or notify Sanavi International writing within sixty (60) days of the date of the purported error or incident in question. Sanavi International will not be responsible for any errors, omissions or problems not reported to the Company within sixty (60) days of the purported error or incident in question.

## **CHANGE OF ADDRESS, TELEPHONE OR E-MAIL**

To ensure timely delivery of products, support materials and sales commission payments, it is critically important that your addresses with Sanavi International are current. Street addresses are required for shipping since Sanavi International product will not be delivered to a post office box. Sanavi International VIP Members planning to move should send any change of address, telephone, or e-mail to the Sanavi International VIP Member Support Department. If a Sanavi International VIP Member is presently on a monthly subscription order, the subscription order will automatically be updated to the new address. If more than one change of address notice or subscription order agreement has been submitted to Sanavi International, the most recent one will supersede previous notices. Please allow thirty (30) days after the receipt of the notice or new subscription agreement by Sanavi International for processing.

## **NON-DISPARAGEMENT**

Sanavi International wants to provide its Sanavi International VIP Members with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All Consultants hereby agree that such comments will be submitted in writing to the Sanavi International VIP Member Support Department. Sanavi International VIP Members should not, however, disparage, demean, or make negative remarks about Sanavi International, other Sanavi International VIP Members, Sanavi International products, the Legacy Compensation Plan, or any Sanavi International directors, officers, or employees unless such statements are truthful and required by compulsory legal process.

## **PROVIDING DOCUMENTATION TO APPLICANTS**

An Enroller Consultant must provide the most current version of the Agreement to include the P&Ps, the Income Disclosure Statement and the Legacy Compensation Plan to the individual(s) whom they are considering enrolling to become a Sanavi International VIP Member before such applicant signs a Sanavi International VIP Member Agreement. The most recent Sanavi International VIP Member Agreement may be found on the official Sanavi International website.

## **REPORTING POLICY VIOLATIONS**

Sanavi International VIP Members who become aware of a policy violation by another Sanavi International VIP Member should submit a written report of the violation directly to the Compliance Department. Details of any incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

## **COMPANY CLAIMS**

No claims may be made or implied that any Sanavi International VIP Member has advantages with or special privileges with the Company or is in any way exempt from the same obligations and requirements of every other Sanavi International VIP Member.

## CONFLICTS OF INTEREST

Unless otherwise agreed to in writing with the Company, during the term of the Agreement, Sanavi International VIP Members may participate in other direct selling or network marketing or multilevel marketing ventures (collectively "Network Marketing Ventures"), and Sanavi International VIP Members may engage in selling activities related to non-Sanavi International products and services if they desire to do so. In order to avoid conflicts of interest and loyalties as well as a breach of the Agreement, all Sanavi International VIP Members must adhere to the following:

1. **Non-Solicitation and Recruiting.**
2. **Concurrent Recruiting is Prohibited:** During the term of the Agreement, and to the maximum extent permitted by law, Sanavi International VIP Members may not directly or indirectly Recruit other Sanavi International VIP Members for any other Network Marketing Venture (a "Competing Activity").
3. **Post-Termination Recruiting is Prohibited:** Following the cancellation or termination of a Sanavi International VIP Member Business, whether voluntary or involuntary and regardless of the reason for cancellation or termination, and for a period of two (2) years thereafter, a former Sanavi International VIP Member may not Recruit any Sanavi International VIP Member for any Competing Activities. Sanavi International VIP Members stipulate that because Competing Activities are conducted worldwide, often through networks of independent contractors dispersed across the United States and internationally, and business is commonly conducted via the internet and telephone, an effort to artificially limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Sanavi International VIP Members agree that this non-solicitation provision shall apply in all countries in which Sanavi International conducts business at the time the restriction is applicable. Sanavi International VIP Members agree that the geographic scope applicable to this provision is reasonable and further waive any claim or defense that the non-solicitation provision is void or voidable based on the breadth of its geographic scope. It is the intent of the parties that this provision be enforced to the maximum extent possible. To the extent that a tribunal of competent jurisdiction determines that some portion of this provision is unenforceable, the parties agree that the provision may be reformed to give it effect to the maximum extent allowed by law.
4. **Remedies:** Each Sanavi International VIP Member stipulates that if he or she violates any part of this section (1). Sanavi International will be irreparably harmed and calculation of the full extent of Sanavi International's damages will be difficult. Sanavi International VIP Member therefore stipulates that Sanavi International shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against Sanavi International VIP Member and all those acting in concert with him or her to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which Sanavi International may be entitled, including disciplinary sanctions under the Agreement and recovery of damages caused by a Sanavi International VIP Member's breach. The provisions of this section (1). shall survive termination of the Agreement.
5. **Stacking:** "Stacking" is strictly prohibited. The term Stacking includes: (1) the failure to transmit to Sanavi International or the holding of a Sanavi International VIP Member Agreement in excess of two (2) business days after its execution; (2) violating the one Sanavi International VIP Member Business per household rule; and/or (3) enrolling fictitious individuals or Business Entities to become Sanavi International VIP Member or Customers.

## COMMUNICATION AND CONFIDENTIALITY

Marketing Organization Reports (Genealogy Reports) are available for Sanavi International VIP Member access and viewing at the Sanavi International official website. Sanavi International VIP Member access to their Marketing Organization Reports is password protected. All Marketing Organization Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets and are owned exclusively by Sanavi International. Marketing Organization Reports are provided to Sanavi International VIP Members in strictest confidence and are made available to Sanavi International VIP Members for the sole purpose of assisting Sanavi International VIP Members in working with their respective Marketing Organization in the development of their Sanavi International VIP Member Business and sales Marketing Organizations. Sanavi International VIP Members should use their Marketing Organization Reports to assist and motivate their Marketing Organization Sanavi International VIP Members increase their sales and support their Customers. The Sanavi International VIP Member and Sanavi International acknowledge and agree that, but for this agreement of confidentiality and nondisclosure, Sanavi International would not provide Marketing Organization Reports to the Sanavi International VIP Member. A Sanavi International VIP Member shall not, on their own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

1. Directly or indirectly disclose any information contained in any Marketing Organization Report to any third party.
2. Directly or indirectly disclose the password or other access code to their Marketing Organization Report.
3. Use the information to compete with Sanavi International or for any purpose other than promoting their Sanavi International VIP Member Business.
4. Recruit or solicit any Sanavi International VIP Member or Customer of Sanavi International listed on any report, or in any manner attempts to influence or induce any Sanavi International VIP Member or Customer to alter their business relationship with Sanavi International.
5. Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Marketing Organization Report. Upon demand by the Company, any current or former Sanavi International VIP Member will return the original and all copies of Marketing Organization Reports to the Company; and it is a violation of the Agreement and these P&Ps for a Sanavi International VIP Member or a third party to access this data via reverse engineering, keystroke monitoring or by any other means.

**Communication and Data Protection:** Each Sanavi International VIP Member agrees that Sanavi International or a party acting on its behalf may contact a Sanavi International VIP Member by email or at the telephone numbers or fax number listed on application or as updated on their account. Sanavi International VIP Members understand that their consent is not a condition of purchase. Sanavi International VIP Members consent and agree to the Sanavi International **Privacy Policy and Website Use Agreement** when executing the Agreement. Sanavi International is the data controller of any Personal Information (as defined in the Sanavi International **Privacy Policy and Website Use Agreement**) that may be provided Sanavi International when placing an order for products or services. Sanavi International VIP Members agree that Sanavi International or a party acting on its behalf may collect Personal Information from them including names, birth dates, genders, addresses, phone and fax numbers, banking and credit card information and transmit that information to Sanavi International which is located in the United States of America for the purpose of executing orders and making commission payments. Sanavi International may provide Personal Information of Sanavi International VIP Members and Customers to its shipping partners and credit card processors for the purpose of processing orders. Sanavi International VIP Members consent and agree to Sanavi International transferring the data for these purposes. Sanavi International VIP Members may request a copy of Personal Information, or to correct, remove or update Personal Information, by contacting Sanavi International in writing by mail or by sending an e-mail to [support@sanaviinternational.com](mailto:support@sanaviinternational.com).

## ADVERTISING

### 1. General

In order to safeguard and promote the good reputation and established brands of Sanavi International and its products and ensure that the promotion of Sanavi International the Sanavi International opportunity, and Sanavi International products are consistent with the public interest and avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices, all Sanavi International VIP Members, except those with significant experience as further defined below, are encouraged to use only the sales aids and support materials produced by Sanavi International. The Company has carefully designed its products, product labels, compensation plan and promotional materials to ensure that the presentation of each aspect of Sanavi International is fair, truthful, substantiated and complies with the vast and complex legal requirements of all applicable laws. In the event that an experienced Sanavi International VIP Member, who has achieved any rank (as defined in the Legacy Compensation Plan) agrees, in writing, to support any of their recruits and assume responsibility for their actions, produces supplemental marketing material of any kind including, but not limited to, advertisements of any media type, flyers, brochures, digital media, websites, audio recordings, posters, or banners, Sanavi International requires that such be submitted to the Sanavi International Marketing Department for approval before it may be used or made public. All such proposed materials may be sent to the Sanavi International Marketing Department at [marketing@sanaviinternational.com](mailto:marketing@sanaviinternational.com). Unless the Sanavi International VIP Member receives specific written approval to use such materials the request shall be deemed denied. Also, Sanavi International reserves the right, at its discretion, to edit or discontinue previously approved Sanavi International VIP Member materials. All such materials may not be sold and may only be offered free of charge. Sanavi International further reserves the right at its sole discretion to deny or rescind approval for any sales tools, promotional materials, advertisements or other literature, and Sanavi International VIP Members waive all claims for damages or remuneration arising from or relating to such rescission. Notwithstanding anything to the contrary herein, Sanavi International VIP Members may not make any claims stating that documents or materials that they have written or produced have been given approval from the Sanavi International Compliance and Education Department or that they are "compliance-approved" even if they have received approval through the Sanavi International Compliance Department for their marketing materials pursuant to this Section 1(General). As these compliance policies are vital to the long-term stability of Sanavi International and the preservation of the opportunity for all, violations of these policies will be strictly enforced. Failure to obtain approval for supplemental marketing materials of any kind and or failure to implement the policies in any material may result in any of the actions set forth in the Agreement including, without limitation, the following:

- A. Formal warning letter and or probation.
- B. Suspension of commissions.
- C. Termination of the Sanavi International VIP Member Business.
- D. Litigation for damages to Sanavi International.

### 2. Trademarks and Copyrights

No Sanavi International VIP Member shall use any Sanavi International trade names, trademarks, designs, or symbols without its prior, written permission. For example, except in limited circumstances specifically addressed herein, International VIP Members may not use or attempt to register "Sanavi," "PrimeX," "Sanavi International or any other Sanavi International trademarks, other product names or any derivatives thereof connected with the Company for use in any Internet domain name, Internet search engine AdWords, social media pages or blogs, e-mail address, user name, team names, telephone numbers or any other address or title or online aliases that could cause confusion or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from or is the property of Sanavi International. Sanavi International VIP Members may not produce for sale or distribution any recorded Company events or speeches without prior written permission from Sanavi International. Sanavi International VIP Members may not reproduce for sale or other use any recording of Company produced audio or digital media presentations. The name "Sanavi International," "PrimeX" and other names as may be adopted by Sanavi International are examples of proprietary Company trade names, trademarks and service marks. As such, these marks are of great value to Sanavi International and are supplied to Sanavi International VIP Members for their use only in an expressly authorized manner. Use of the Sanavi International marks on any item not produced by the Company is prohibited except as follows: All Sanavi International VIP Members must list themselves as a Sanavi International Independent Contractor in any advertising medium and under their own name. No Sanavi International VIP Member may place, use or display ads using the Sanavi International name or logo.

Sanavi International VIP Members may not answer the telephone by saying "Sanavi," "Sanavi International," or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Sanavi International. Similarly, Sanavi International VIP Members are prohibited from using the names of persons or companies, trademarks, designs or symbols to further their Sanavi International VIP Member Business without the written consent of the owner.

### **3. Indemnification**

A Sanavi International VIP Member is fully responsible for all of their verbal and written statements made regarding Sanavi International products and the Legacy Compensation Plan which are not expressly contained in Official Sanavi International Materials. Sanavi International VIP Members agree to indemnify Sanavi International and its directors, officers, employees and agents, and hold them harmless from any and all liability including, but not limited to, judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Sanavi International as a result of the Sanavi International VIP Member's unauthorized representations or actions. This provision shall survive the termination of the Agreement.

### **4. Product Claims**

No claims, which include personal testimonials, as to therapeutic, curative or beneficial properties of any products offered by Sanavi International may be made except those contained in official Sanavi International materials. In particular, no Sanavi International VIP Member may make any claim that Sanavi International products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or signs or symptoms of disease. Not only are such claims violations of Sanavi International policies, but they potentially violate applicable laws, including, but not limited to, federal and state laws and regulations, such as the Federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act. A Sanavi International VIP Member that provides product experience testimonials in any medium should use care to disclose their affiliation with Sanavi International, i.e., Sanavi Independent Contractor, be honest in their testimonial personal experience and assert that they are not claiming that their experience is the typical result experienced by consumers.

### **5. Income Claims**

It is important that all Sanavi International VIP Members are fully informed and have realistic expectations concerning the income opportunity associated with being a Sanavi International VIP Member. Therefore, Sanavi International must (1) not make any inappropriate, false, deceptive or misleading (even if true) claims, either express or implied, regarding the income opportunity or any income guarantees of any kind and (2) provide each Sanavi International VIP Member or prospective members with a copy of the Sanavi International Income Disclosure Statement. Hypothetical income examples that are used to explain the operation of the Legacy Compensation Plan and which are based solely on mathematical projections, may be made to prospective Sanavi International, so long as the Sanavi International VIP Member who uses such hypothetical examples makes clear to the prospective Sanavi International VIP Members that such earnings are hypothetical and also show the Sanavi International Income Disclosure Statement.

### **6. Governmental Approval or Endorsement**

Government regulatory agencies do not approve or endorse any direct selling or network marketing companies or programs. Therefore, Sanavi International VIP Members shall not represent or imply that Sanavi International, its products or the Legacy Compensation Plan has been "approved," "endorsed" or otherwise sanctioned by any government agency.

### **7. Promotions Utilizing Mass Media Prohibited**

Except as otherwise specifically authorized herein, Sanavi International VIP Members may not use any form of media or other mass communication advertising to promote the products or opportunity. This includes news stories or promotional pieces on TV shows, newscasts, entertainment shows, Internet ads, etc. Products may be promoted only by personal contact or by literature produced and distributed by the Company or by Sanavi International VIP Members in accordance with the Agreement Sanavi International VIP Members may place generic opportunity advertisements in jurisdictions allowing that type of advertisement, but only in accordance with this Manual and in compliance with applicable law. For the avoidance of doubt, any Sanavi International VIP Member who intends to place a generic opportunity advertisement in their jurisdiction must obtain advance written permission from Sanavi International stating that such action is legally permissible.

## **8. Media Interviews**

Sanavi International VIP Members may not promote the Products or opportunity through interviews with the media, articles in publications, news reports, press releases or any other public information, trade or industry information source, unless specifically authorized, in writing, by the Company. This includes private, paid membership or “closed group” publications. Sanavi International VIP Members may not speak to the media on the Company’s behalf and may not represent that they have been authorized by the Company to speak on its behalf. All media contacts or inquiries should be immediately referred to the Company.

## **9. Sanavi VIP Member Websites**

If a Sanavi International VIP Member desires to utilize an Internet web page to promote their Sanavi International VIP Member Business, they may do so only through the Company’s replicated website program, using the official Sanavi International template. This program permits Sanavi International VIP Members to advertise on the Internet and to use a home page design that can be personalized with the Sanavi International VIP Member’s contact information. These websites give the Sanavi International VIP Member a professional and Company-approved presence on the Internet. Online sales may only be generated from a Sanavi International VIP Member’s Sanavi International replicated website. A Sanavi International VIP Member shall not use “blind” ads on the Internet that make product or income claims which are ultimately associated with Sanavi International products, opportunity or the Legacy Compensation Plan.

## **10. Social media and Other Websites**

Non-replicated external websites, specifically social media sites, are relationship-building sites. While building relationships is an important part of the sales process, external websites, including, without limitation, social media sites may not be used as a direct medium for generating sales or explaining the Sanavi International income opportunity or product.

## **11. The Official Sanavi International Public Instagram, Facebook (or similar) Pages**

Sanavi International has an official public Instagram and Facebook page which it uses to invite potential customers and investors to investigate the Company. It is not intended to be used by Sanavi International Consultants to sell product or promote their business or to interact with other Sanavi International VIP Members or consumers. As such, Sanavi International VIP Member may not place linking information on the public Sanavi International Instagram, Facebook page, YouTube or any media platform, nor may they post any pricing, promotions, marketing material, sales, advertisements, or announcements relating to their businesses. Sanavi International reserves the right to remove any messages posted on the official Company Social Media Platform page as determined in its sole discretion.

## **12. Other Internet Use**

Sanavi International VIP Members may use the Internet, social networking sites, blogs, social media and applications, and other sites that have content that is based on user participation and user-generated content, forums, message boards, blogs, wikis and podcasts to do the following:

- a. Communicate preliminary information about Sanavi International or their involvement with Sanavi International.
- b. Direct users to their Sanavi International replicated website.
- c. Post Sanavi International –produced business support materials only that have been approved by Sanavi International posting and taken from Company’s approved “Internet Toolbox.”

Such use is permitted provided that it (1) is incidental to the primary use of the website or forum, (2) does not contain any false or misleading information about Sanavi International, its products or business opportunities, and (3) conforms to the other policies set forth herein, including, without limitation, the policies related to the use of the Sanavi International trademarks, trade names and other intellectual property.

### 13. Use of Third-Party Intellectual Property

If Sanavi International VIP Members use the trademarks, trade names, service marks, copyrights or intellectual property of any third party in any online posting, it is their responsibility to ensure that they have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and the Sanavi International VIP Member must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

### 14. Prohibited Postings

Sanavi International VIP Members may not make any postings or link to any postings or other material that:

1. Is sexually explicit, obscene or pornographic;
2. Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory
3. Is graphically violent, including any violent video game images;
4. Is solicitous of any unlawful behavior;
5. Engages in personal attacks on any individual, group or entity;
6. Is in violation of any intellectual property rights of the Company or any third party; or
7. Makes any inappropriate, false, deceptive or misleading claims regarding the Company products or business opportunities.

### 15. Online Auction Websites

Unless otherwise prohibited by law, the Sanavi International products and business opportunity may not be listed on eBay, Trade me, Amazon, Alibaba or other online auctions, nor may Sanavi International VIP Members enlist or knowingly allow or facilitate a third party to sell Sanavi International products on eBay, Amazon or other online stores or auctions.

## RULES AND REGULATIONS

**Identification:** Sanavi International VIP Members are required to provide their Social Security Number, Federal Employer Identification Number or equivalent government issued identification number, as applicable, to Sanavi International on the Sanavi International VIP Member Agreement. Upon enrollment, the Company will provide a unique Sanavi International VIP Members Identification Number by which they will be identified. This number will be used to place orders and track Financial Distributions in their Backoffice.

**Income Taxes:** Sanavi International VIP Member is responsible for paying all applicable taxes on any income generated as a Sanavi International VIP Member. If a Sanavi International VIP Member is tax exempt, the tax identification, national identification number, Social Security Number or other equivalent identification number, as applicable, must be provided to Sanavi International. Sanavi International shall, in all cases, be entitled to withhold any and all tax of whatever nature as is required of it by any and all applicable laws and whether levied on a Federal, national state, provincial or local (municipality, communal or otherwise) level (a "political unit"), and shall further charge, assess or otherwise add to the amounts invoiced or to be invoiced to you whatever value- added, sales, turnover, or equivalent taxes as is required of it by any and all applicable laws of any political unit having jurisdiction to require Sanavi International to do so. Sanavi International will provide to each Consultant only such tax reports and or similar tax reporting forms of the jurisdiction in which Sanavi International is itself established, but only if and to the extent required to do so by an applicable law or regulation, and shall further only provide tax reports and or similar tax reporting forms of the jurisdiction in which each such Sanavi International VIP Member is established if and to the extent Sanavi International is required to do so by an applicable law or regulation.

**Insurance:** A Sanavi International VIP Member may wish to arrange insurance coverage for their Sanavi International VIP Member Business. Be advised that most homeowner's insurance policies do not cover business-related injuries or the theft of or damage to inventory or business equipment. Each Sanavi International VIP Member should contact their insurance agent to make certain that their relevant property is protected. This may often be accomplished with a simple "Business Pursuit" endorsement attached to their present homeowner's policy.

**International Marketing:** Sanavi International VIP Members are authorized to enroll Customers or Consultants only in countries in which Sanavi International is authorized to conduct business as announced in Official Sanavi International Materials or on the Company website. The foregoing notwithstanding, Sanavi International VIP Members are not allowed to (1) operate a Consultant Business outside of the country in which their Consultant Business is registered or (2) export product to an address located outside of the country in which their Consultant Business is registered unless it is an amount reasonable for personal consumption. In the event a Sanavi International VIP Member moves to a different country and desires to run their Consultant Business from such new country, the Sanavi International VIP Member must complete and submit a Country Change Form and receive Sanavi International approval prior to operating their Consultant Business in the new country.

Prior to the official opening of a country, permissible Sanavi International VIP Member activity is limited to providing business cards and conducting, organizing or participating in meetings with no more than five (5) attendees, including the Sanavi International VIP Member. Other attendees must be personal acquaintances or acquaintances of personal acquaintances. These meetings must be held in a home or a public establishment but may not be held in a private hotel room. Sanavi International VIP Member pre-market opening conduct prohibited in all markets

## ADHERENCE TO LAWS AND ORDINANCES

**Local Ordinances:** There are laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Sanavi International VIP Members because of the nature of their Sanavi International VIP Member Business. However, Sanavi International VIP Members must obey those laws that do apply to them. If a government official tells a Sanavi International VIP Member that an ordinance applies to him or her, the Sanavi International VIP Member shall be polite and cooperative, and immediately send a copy of the ordinance to the Sanavi International Compliance Department. In most cases there are exceptions to the ordinance that may apply to Sanavi International VIP Members.

**Compliance with Applicable Laws:** Sanavi International VIP Members shall comply with all applicable laws and regulations in the conduct of their Sanavi International VIP Member Business.

**Anti-Corruption Laws:** Sanavi International VIP Members must comply with all anti-corruption laws in the markets in which the Company does business. Anti-corruption laws require that you never directly or indirectly (i.e. through a third party) make a payment or gift with the purpose of influencing the acts or decisions of foreign officials.

## SALES

**Commercial Outlets:** Sanavi International strongly encourages the retailing and selling of its products through person-to-person contact. In an effort to reinforce this method of marketing and to help provide a standard of fairness for all Sanavi International VIP Members, Sanavi International VIP Members may not display or sell Sanavi International products or literature in any retail establishment. Sanavi International VIP Members may, however, sell Sanavi International products from service establishments which see customers or clients on an appointment only basis, such as hair salons, spas or chiropractic clinics, etc. Sanavi International will permit Sanavi International VIP Members to solicit and make commercial sales only upon prior written approval from the Company. The term "commercial sale" means the sale of Sanavi International products to a third party who intends to resell such products to an end consumer.

**Trade Shows and Other Sales Forums:** Sanavi International VIP Members may display and or sell Sanavi International products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Sanavi International VIP Members must contact the Sanavi International Compliance Department in writing for conditional approval, as the Sanavi International policy is to authorize only one Sanavi International VIP Member per event. Final approval will be granted to the first Sanavi International VIP Member who submits an official advertisement of the event, a copy of the contract signed by both the Sanavi International VIP Member and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Sanavi International Compliance Department. Sanavi International further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services or the Sanavi International opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets, as these events are not conducive to the professional image Sanavi International wishes to portray.

**Excess Inventory Purchases are Prohibited:** Sanavi International VIP Members are not required to carry any inventory of products or sales aids. However, Sanavi International VIP Members who do so may find selling to customers and building a Marketing Organization somewhat easier because of the decreased response time in fulfilling customer orders or in meeting a new Sanavi International VIP Member's need. Each Sanavi International VIP Member must make their own decision with regard to these matters. To ensure that Sanavi International VIP Members are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Sanavi International upon the Sanavi International VIP Member's Cancellation pursuant to the Agreement. Sanavi International strictly prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for commissions, bonuses or advancement in the Legacy Compensation Plan. Sanavi International VIP Members may not purchase more inventory than they can reasonably resell or consume in a month, nor may they encourage others to do so.

**Repackaging and Relabeling Prohibited:** Sanavi International VIP Members may not repackage, relabel, refill or alter the labels on any Sanavi International products, information, materials or programs in any way. Sanavi International products must be sold only in their original containers and complete packaging. Such relabeling, or repackaging would violate applicable laws, which could result in severe criminal penalties. Sanavi International VIP Members should also be aware that civil liability may arise when, as a consequence of the repackaging or relabeling of products, the person(s) using the product(s) may suffer any type of injury or their property is damaged.

**Product Sales:** The Legacy Compensation Plan is based upon the sale of Sanavi International products to end consumer customers. Sanavi International VIP Members must fulfill personal and Marketing Organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for applicable rebates, bonuses, commissions and advancement to higher levels of achievement.

**Sales Volume:** Sanavi International VIP Members must satisfy the Sales Volume Requirement and the Group Sales Volume requirement as specified in the Legacy Compensation Plan to fulfill the requirements associated with a particular rank. Sanavi International will allow Sanavi International VIP Members who fail to qualify in any given month to make up the necessary volume one time in a calendar year at no cost. Thereafter, a Sanavi International VIP Member may qualify up to two more times in the same calendar year by making up the necessary volume and paying a \$90 fee each time.

**No Territory Restrictions:** There are no exclusive territories granted to anyone.

**Rebates, Bonuses and Commission Qualifications:** A Sanavi International VIP Member must be Active and in Good Standing to qualify for rebates, bonuses and commissions ("Financial Distributions"). So long as a Sanavi International VIP Member complies with the terms of the Agreement, Sanavi International shall pay Financial Distributions to such Sanavi International VIP Member in accordance with the Legacy Compensation Plan.

**Adjustment to Rebates, Bonuses and Commissions:** Sanavi International VIP Members receive Financial Distributions based on the actual sales of products to end consumers either through their own efforts or those of their Marketing Organization. When a product is returned to Sanavi International for a refund, the Financial Distributions attributable to the returned product(s) will be deducted in the month in which the refund is given and continuing every pay period thereafter until the commission is recovered, from the Sanavi International VIP Members who received the Financial Distributions on the sales or purchase of the refunded products.

**Commissions Payout Fees:** Sanavi International uses various third parties to facilitate payments to its Sanavi International VIP Members and Sanavi International VIP Members will be assessed a nominal fee or transaction fee charged by such third party to access and or withdraw their earnings.

**Cancellation Within the First 30 Days:** If a Sanavi International VIP Member chooses to cancel the Agreement within the first thirty (30) days of enrollment and also chooses to return the product that they have ordered, a refund will be issued for the full amount paid less any shipping, handling, rebates, or Financial Distributions that were issued and in accordance with this P&Ps.

**Unclaimed Commissions and Credits:** Sanavi International VIP Members must deposit or cash Financial Distributions within three months of their date of issuance. A payment that remains uncollected after three (3) months will be void. After a payment has been voided, Sanavi International will attempt to notify the Sanavi International VIP Members who has a void payment by sending a monthly electronic notice to their last known email identifying the amount of the payment and advising that the Sanavi International VIP Member can request that the payment be reissued. There is a \$30 USD fee charged for any re-issued payments. This amount will be deducted from any amount that Sanavi International is required to send to the state on your behalf.

**Incentive Trips and Awards:** From time to time, the Company may provide incentive trips and other awards to qualified Sanavi International VIP Members. These awards or trips may be based on rank and or meritorious Sanavi International VIP Member sales performance and are provided only to the person(s) listed on a qualifying Sanavi International VIP Member Agreement, up to airfare for two such persons and hotel accommodations of one room. Incentive trips or awards may not be deferred for future acceptance and have no cash value. No payment or credit will be given to those who cannot or choose not to attend trips or to accept awards. Notwithstanding anything to the contrary herein, and although the Company may pay some or all of the costs of such incentive trips, the Sanavi International VIP Member Consultant agrees to indemnify and hold harmless the Company from any claim, injury, loss or other damage sustained in association with the trip by the Sanavi International VIP Member and or its guests to include visits and or trips to Sanavi International offices. The Sanavi International VIP Member cannot make claim upon, or rely upon, any insurance policy of the Company to cover the costs and expenses of any injury, loss or other damage to the Sanavi International VIP Member and or the Sanavi International VIP Member's guests. The Company may be required by local law to include the fair market value of any incentive awards, trips, etc. on the Sanavi International VIP Member's end of the year tax report. The Sanavi International VIP Member is liable for all applicable taxes and agrees to hold the Company harmless from claims of tax liability relating to these incentive trips and awards. If it is discovered that the Sanavi International VIP Member has made any misrepresentations or has violated the Agreement in becoming eligible for these incentive trips and awards, the Company may charge the Sanavi International VIP Member for any costs incurred by the Company or for any benefits or awards received by the Sanavi International VIP Member. The Company reserves the right at its sole and absolute discretion to disallow participation for any reason it deems necessary.

**Marketing Organization Reports:** Sanavi International VIP Members understand that Sanavi International regularly provides information to each of its Sanavi International VIP Members. This includes, but is not limited to, reports of online or telephonic Marketing Organization Downline activity, such as Sales Volume and Group Sales Volume, and downline sponsoring activity (the "Information").

**Report Indemnification:** Each Sanavi International VIP Member agrees never to assert any claim of any nature against Sanavi International, including its officers, directors, employees and Sanavi International contractors, that arises out of or which is in any way connected with the presentation, compilation, development, publication and dissemination by Sanavi International of the Information including, but not limited to, a claim for lost profits, lost Financial Distributions bonuses and loss of opportunity. This agreement on the part of each Sanavi International VIP Member extends to any act or omission to act by Sanavi International such as, but not limited to, the inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the Information. However, this Section does not apply to claims that may arise as a result of intentional misconduct or reckless disregard of the rights of Sanavi International VIP Members on the part of Sanavi International.

## **DISPUTE RESOLUTION AND REMEDIES**

**Limitation of Remedies:** To the fullest extent permissible under applicable law, neither Sanavi International nor any of its officers, directors, managers, employees, agents, or affiliates shall be liable to any Sanavi International VIP Member or anyone else for any indirect, consequential, incidental, special, or punitive damages that arise out of or relate to the Agreement, including but not limited to: alleged damages relating to delays or failures with regard to the ordering, delivery and quality of Sanavi International products; the payment or nonpayment of compensation under the Legacy Compensation Plan; and any information provided by Sanavi International to Sanavi International VIP Members, including information relating to Marketing Organization, Uplines, Sanavi International VIP Member lists and earnings, and other similar information. Neither Sanavi International nor any of its officers, directors, managers, employees, agents, or affiliates shall be liable under any theory for any condition or circumstance caused by force majeure, including but not limited to strikes, labor difficulties, riots, war, fire, natural disasters, death, health crises, including epidemics and pandemics, civil unrest, curtailment or interruption of a source of supply, or government decrees or orders.

**Agreement to Arbitrate:** Except as may be expressly provided otherwise by the Agreement, any controversy, claim, or dispute between the Company and a Sanavi International VIP Member(s), including but not limited to any controversy, claim, or dispute arising out of or relating in any way to the Agreement, whether such claim arises in tort, contract, equity, or otherwise, shall be resolved by binding and confidential arbitration administered by JAMS in accordance with its Comprehensive Rules and Procedures, which are available on JAMS's website. The arbitrator shall have exclusive authority to determine whether any particular claim or controversy is arbitrable and covered by this provision. The arbitrator shall also have exclusive authority to resolve any dispute relating to the enforceability of this arbitration provision, including, but not limited to, any claim that all or part of this provision is void or voidable. The parties further agree that no arbitrator has the authority to (1) award relief in excess of what this Agreement provides; or (2) award consequential or punitive damages or any other damages not measured by the prevailing party's actual, direct damages. SANAVI INTERNATIONAL VIP MEMBERS HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO ANY COURT. All arbitration proceedings shall be held exclusively in Utah County, State of Utah, to the mandatory exclusion of all other forums. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure, and the Federal Rules of Evidence shall apply. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which JAMS provides. The costs of initiating the arbitration shall be borne by the party initiating arbitration, with each party to bear all of its other costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The arbitrator shall provide a reasoned and written decision. This agreement to arbitration shall survive any termination or expiration of the Agreement.

**Confidentiality:** With the exception of discussing the claims with bona fide witnesses to the dispute, and unless otherwise stipulated by all parties thereto, the parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to any third party the substance of, or basis for, the controversy, dispute, or claim; the substance or content of any settlement offer or settlement discussions or offers associated with the dispute; the pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding; the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in an arbitration; the terms or amount of any arbitration award; and the rulings of the arbitrator on any procedural and or substantive issues involved in the case. The parties agree and understand that maintaining confidentiality as provided in this provision is of the utmost importance and agree that Sanavi International has valuable trade secrets and proprietary and confidential information that are protected by this provision; and that Sanavi International shall be entitled to temporary, preliminary, and permanent injunctive relief to enforce this provision. If a party violates its confidentiality obligations under this arbitration provision, the non-breaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a party, its attorneys, agents, or a proxy of a party breaches the confidentiality provisions of this arbitration provision, the non-breaching party shall be entitled to liquidated damages in the amount of \$10,000.00 United States Dollars or local currency equivalent per violation, or \$25,000.00 United States Dollars or local currency equivalent per violation if the disclosure is published on the internet, including but not limited to disclosure on any website or on any social media forum. Every disclosure of each claim, allegation, pleading, or other prohibited disclosure shall constitute a separate violation. Notwithstanding this confidentiality and liquidated damage provision, nothing herein shall limit the right or ability of a party to disclose evidence, claims, or allegations relating to the dispute to any individual who is, or who may be, a bona fide witness to the dispute. The parties agree that this liquidated damage amount is reasonable and waive all claims and defenses that it constitutes a penalty. Breach of the confidentiality provision by disseminating or publishing information covered by this provision (including but not limited to posting on the Internet or on any social media platform) by a party, a party's agent, or a party's proxy shall constitute an act of wanton and gross bad faith, and shall constitute a waiver of the breaching party's right to pursue the claim(s) and or defense(s) against the non-breaching party, and shall entitle the non-breaching party to a default judgment against the breaching party.

**Class Action Waiver:** CLASS ACTION WAIVER: Any claim brought by a Sanavi International VIP Member must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"), unless prohibited by law. The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. A Sanavi International VIP Member may opt out of this class action waiver by submitting written notice of the Consultant's desire to opt out to the Company's Compliance Department ([support@sanaviinternational.com](mailto:support@sanaviinternational.com)) within thirty (30) days from the date on which they enroll as a Sanavi International VIP Member. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, AND THE PARTIES EXPRESSLY WAIVE THE RIGHT TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, SOLELY THROUGH ARBITRATION.

**Separate and Severable Agreement:** The parties understand and agree that this Section (Dispute Resolutions and Remedies) operates as a separate and distinct agreement that is severable from the remainder of the Agreement and is enforceable regardless of the enforceability of any other provision of the P&Ps or the Agreement as a whole. Consideration for this separate provision includes, without limitation, the parties' mutual agreement to arbitrate claims.

**Right of Sanavi International to Seek Judicial Relief:** Nothing in these P&Ps shall prevent Sanavi International from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Sanavi International's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

**Governing Law:** The Federal Arbitration Act shall govern all matters relating to arbitration. Except as specifically provided otherwise by the Agreement, all other matters relating to or arising from this Agreement and or the relationship between the parties, including interpretation of the Agreement, enforceability of the Agreement, and all claims arising or relating thereto, whether in contract, tort, law, or equity, shall be governed solely by the laws of the State of Utah, without giving effect or regard to any conflicts of laws principles.

**Limitations Period:** Any controversy, claim, or dispute between the Company and a Sanavi International VIP Member(s), including but not limited to any controversy, claim, or dispute arising out of or relating in any way to the Agreement, whether such claim arises in tort, contract, equity, or otherwise, must be brought within one (1) year from the date on which the act or omission giving rise to the claim occurred, except where prohibited by applicable law.

**Arbitration Not Applicable to Disciplinary Sanctions:** Sanavi International shall not be required to engage in the arbitration process prior to imposing disciplinary sanctions for violation of the Agreement pursuant to the Section below. (Disciplinary Sanctions)

## **DISCIPLINARY SANCTIONS**

**1. Imposition of Sanctions:** Any breach of any part of the Agreement, including these P&Ps, or if Sanavi International determines that a Sanavi International VIP Member has engaged in or is engaging in any illegal, fraudulent, deceptive, or unethical conduct, or if Sanavi International determines that a Sanavi International VIP Member Consultant has violated any common law or statutory duty to Sanavi International, including without limitation any duty of care or loyalty, or if Sanavi International determines that a Sanavi International VIP Member has engaged in any act or omission that, in the Company's discretion, may damage the Company's reputation or goodwill, may result, at Sanavi International's discretion, in one or more of the following actions:

- A. A written warning or admonition.
- B. A requirement that the VIP Member take immediate corrective measures, including but not limited to personally refunding Customers who may have been harmed by the Member's conduct.
- C. Imposition of a fine, which may be withheld from bonus and commission payments.
- D. Loss of rights to one or more bonus and or commission payments and or Financial distributions, in whole or in part.
- E. The withholding of Financial Distributions during the period that Sanavi International is investigating any conduct at issue under this provision.
- F. Suspension of the Sanavi International VIP Member's business and or Agreement for one or more pay periods.
- G. The removal or transfer of Sanavi International VIP Member's Marketing Organization.
- H. Cancellation of the Agreement.
- I. Cancellation of the Agreement of any other of the Sanavi International VIP Member's Immediate Household or of an Affiliated Party who is in association with the subject Sanavi International VIP Member; and or any other measure allowed within any portion of the Agreement and which Sanavi International deems appropriate to resolve or provide a

**2. Company Investigation:** In the event of a suspension of a Sanavi International VIP Member's Agreement by the Company, the VIP Member shall have no right or claim to any bonus or commission payments withheld by the Company during the period of suspension. The Company shall be entitled to maintain the suspension period for as long as necessary to fully investigate the facts and events relating to the suspension and to consider the Company's response. In the event that the Company determines after such investigation that, in its discretion, the grounds for suspension were wholly without merit and unsupported by any evidence, the Company may choose to pay the VIP Member some or all of any bonus or commission payments withheld by the Company during the period of suspension; but the VIP Member shall have no vested right to the payment of any such bonus or commission payments. In every other circumstance, including but not limited to cancellation of the Agreement or reinstatement despite a finding that the suspension was warranted or supported by some evidence, the VIP Member shall not receive or have any claim to bonus or commission payments withheld by the Company during the period of suspension. Nothing in this section is designed to limit the Company's legal rights and remedies, including its right to institute legal proceedings against any Sanavi International VIP Member.

**3. Appeals of Disciplinary Sanctions:** If a Sanavi International VIP Member wishes to appeal a disciplinary sanction, the Sanavi International VIP Member's appeal must be in writing and sent via Certified Mail, Return Receipt Requested and received by the Company within fifteen (15) days from the date of Sanavi International's disciplinary notice. If the appeal is not received by Sanavi International within the 15-day period, the sanction will be final. The Sanavi International VIP Member must submit all supporting documentation with his or her appeal correspondence and is encouraged to submit all evidence pertaining to the matters at issue. If the Sanavi International VIP Member files a timely appeal of any sanction, Sanavi International will review and reconsider the sanction, consider any other appropriate action, and notify the Sanavi International VIP Member in writing of its decision.

## ORDERING

**Customers:** Sanavi International VIP Members are encouraged to promote the Sanavi International Customer Program to their Customers. The Sanavi International Customer Program allows Customers to purchase their Sanavi International products directly from Sanavi International through either subscription orders or spot orders. Customers may order online at the Sanavi International internet site or simply call the Sanavi International tollfree order number to place their orders, which they may charge to their credit card. Sanavi International will then send the ordered products directly to the Customer and give the referenced Sanavi International VIP Member credit for such orders.

**Purchasing Sanavi International Products:** Each Sanavi International VIP Member should purchase their products directly from Sanavi International under their Sanavi International VIP Member Number. If a Sanavi International VIP Member purchases products from another Sanavi International VIP Member or any other source, the purchasing Sanavi International VIP Member will not receive the Sales Volume, and or any possible Financial Distributions associated with that purchase.

**General Order Policies:** When receiving mail orders with invalid or incorrect payment, Sanavi International will attempt to contact the Sanavi International VIP Member or Customer by phone and/or email to try to obtain another payment. If these attempts are unsuccessful after five (5) working days, the order will be returned unprocessed. No charge-on-delivery or C.O.D. orders will be accepted. Sanavi International maintains no minimum order requirements. Orders for products and sales aids may be combined.

**Shipping and Back Order Policy:** Sanavi International will expeditiously ship any part of an order currently in stock. If, however, an ordered item is out of stock, it will be placed on back order and sent when Sanavi International receives additional inventory. Sanavi International VIP Members will be charged and given Sales Volume on back ordered items unless notified on the invoice that the product has been discontinued. Sanavi International will notify Sanavi International VIP Members and Customers if items are backordered and are not expected to ship within thirty (30) days from the date of the order. An estimated shipping date will also be provided. Back ordered items may be cancelled upon a Customer's or Sanavi International VIP Member's request. Customers and Sanavi International VIP Members may request a refund, credit on account, or replacement merchandise for cancelled back orders. If a refund is requested, the Sanavi International VIP Member's Sales Volume will be decreased by the amount of the refund in the month in which the refund is issued.

**Confirmation of Order:** A Sanavi International VIP Member and or recipient of an order must confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify Sanavi International of any shipping discrepancy or damage within thirty (30) days of shipment waives a Sanavi International VIP Member's right to request a correction.

**Product Abandonment:** An order transaction is considered complete only when the order has been paid for and delivery method has been satisfied. If these conditions are not met within ninety (90) days from the date of order, Sanavi International reserves the right to determine the final outcome of the order and Sanavi International VIP Members release the Company from any further obligation or liability.

## **PAYMENT AND SHIPPING**

**Deposits:** No monies should be paid to or accepted by a Sanavi International VIP Member for a sale to one of their personal resale Customers except at the time of product delivery. Sanavi International VIP Members should not accept monies from their resale Customers to be held for deposit in anticipation of future deliveries.

**Insufficient Funds:** It is the responsibility of each Sanavi International VIP Member to ensure that there are sufficient funds or credit available in their account to cover any monthly subscription orders or any other order. Sanavi International is not obligated to contact Sanavi International VIP Members in regard to orders cancelled due to insufficient funds or credit. This type of order cancellation may result in failure to receive product or to meet the Sanavi International VIP Member's Sales Volume requirements for the month.

**Restrictions on Third Party Use of Credit Cards:** Sanavi International VIP Members shall not permit other Sanavi International VIP Members or Customers to use their credit cards or to use the credit cards of any other third party.

**Sales, Value-Added, Turnover or Equivalent Taxes:** By virtue of its business operations, Sanavi International is required to charge sales taxes and any and all other taxes of whatever nature, whether value-added, turnover or equivalent taxes, as is required of it by any and all applicable laws, and whether levied on a Federal, national, state/provincial, or local (municipality, communal or otherwise) level. Such tax authorities with jurisdiction to require Sanavi International to charge or collect taxes shall further charge, assess or otherwise add to the amounts invoiced or to be invoiced to consultants and customers on all purchases made by Sanavi International VIP Members and Customers and remit the taxes charged to the respective tax authorities. Accordingly, Sanavi International will collect and remit sales taxes and any and all other taxes of whatever nature, whether value-added, turnover or equivalent taxes, as is required on behalf of Sanavi International VIP Members, based on the suggested retail price of the products, according to applicable tax rates of the tax authorities to which the shipment is destined. If a Sanavi International VIP Member has submitted, and Sanavi International has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License or any other applicable tax "or VAT" Registration License or any other applicable tax exemption certificate or proof of turnover or equivalent tax registration, sales taxes or any and all other applicable value-added, turnover or equivalent tax will not be added to the invoice, if and to the extent allowed by applicable law or regulation, and in that case, the responsibility for collecting and remitting such taxes to the appropriate authorities shall be on the Sanavi International VIP Member. Exemption from the payment of sales tax or any and all other equivalent taxes as described above is applicable only to orders which are shipped to a jurisdiction for which the proper tax exemption papers or proof of turnover or equivalent tax registration have been filed and accepted. Applicable sales taxes or any and all other equivalent taxes as described above will be charged on orders that are drop shipped to another tax authority jurisdiction, as the case may be. Any sales tax exemption or other equivalent tax exemption as described above which is accepted by Sanavi International shall not, however, be retroactive in nature or effect. Under no circumstances will Sanavi International accept Sales Tax Exemption Certificates from Customers.

## INACTIVITY AND CANCELLATION

**Effect of Cancellation:** So long as a Sanavi International VIP Member remains Active and complies with the terms of the Agreement, Sanavi International shall pay Financial Distributions to such Sanavi International VIP Member in accordance with the Legacy Compensation Plan. A Sanavi International VIP Member's Financial Distributions constitute the entire consideration for the Sanavi International VIP Member's efforts and activities related to generating sales (including building a Marketing Organization). Following the termination and or non-renewal this Agreement (pursuant to one or more of the methods set forth in this Section (Inactivity and Cancellation) or as otherwise provided for throughout this Agreement) (collectively referred to as "Cancellation"), the former Sanavi International VIP Member shall have no right, title, claim or interest to the Marketing Organization which they operated, or any Financial Distributions from the sales generated by the Marketing Organization. A Sanavi International VIP Member whose Sanavi International VIP Member Business is cancelled will permanently lose all rights as a Sanavi International VIP Member. This includes cancelled rights to sell Sanavi International products and cancelled rights to receive future Financial Distributions resulting from the sales and other activities of the Sanavi International VIP Member's former Marketing Organization. In the event of cancellation, Sanavi International VIP Members agree to waive all rights they may have including, but not limited to, property rights, to their former Marketing Organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of their former Marketing Organization. Following a Sanavi International VIP Member's cancellation of their Agreement, the former Sanavi International VIP Member shall not hold themselves out as a Sanavi International VIP Member and shall not have the right to sell Sanavi International products. A Sanavi International VIP Member whose Agreement is cancelled shall receive Financial Distributions only for the last full commission period they were Active and qualified in prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). A Sanavi International VIP Member whose Agreement is cancelled pursuant to this Section (Inactivity and Cancellation) may reapply as a new Sanavi International VIP Member in accordance with the Agreement.

**Cancellation Due to Inactivity:** A Sanavi International VIP Member has the responsibility to lead their Marketing Organization with the proper example in personal production of sales to end consumer customers. Without this proper example and leadership, the Sanavi International VIP Member will lose their right to receive Financial Distributions from sales generated through their Marketing Organization when the Sanavi International VIP Member fails to meet the 40 CV Requirement for any commission period. If a Sanavi International VIP Member has not had any Sales Volume, whether from Personal Sales Volume, Customer Sales Volume or both, or has not received at least one month of Financial Distributions, during the 3-month period starting with the VIP Member's anniversary month, and has not paid any applicable renewal fee, the Company may cancel the Agreement for inactivity.

**Involuntary Cancellation:** A Sanavi International VIP Member's breach of any of the terms of the Agreement may result in any of the sanctions and or actions in the Agreement, including the involuntary Cancellation of their Agreement. Unless otherwise provided for in the Cancellation notice, Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the Sanavi International VIP Member's last known address; email or fax number, or their attorney, or when the Sanavi International VIP Member receives actual notice of Cancellation, whichever occurs first. Entry into any other Agreement after Cancellation, if ever granted, must be initiated by and in the discretion of the Company.

**Voluntary Cancellation:** A Sanavi International VIP Member has the right to cancel the Agreement at any time. Cancellation must be submitted in writing to the Company at its principal business address by submitting a request via email to [support@sanaviinternational.com](mailto:support@sanaviinternational.com) from the email address associated with the Sanavi International VIP Member. The written notice must include the Sanavi International VIP Member signature, printed name, address and Sanavi International VIP Member Identification Number. However, if a Sanavi International VIP Member is not in Good Standing with the Company at the time Sanavi International receives notice of cancellation, the consequences of an involuntary cancellation may take effect per the Agreement.

**Non-Renewal:** A Sanavi International VIP Member may voluntarily cancel their Agreement by sending written notice within thirty (30) days of the first day of the anniversary date or by failing to pay any applicable renewal fee as described in this P&Ps. The Company in its discretion may also elect not to renew the Agreement upon the Agreement's anniversary date, as further provided in this Agreement.

**Renewal Fee:** If a Sanavi International VIP Member has no purchasing activity for sixty (60) consecutive days, the account will be deemed inactive and subject to a \$30 USD renewal fee. This renewal fee will be waived if the member purchases any packages before the expiration of the sixty (60) day inactivity period. To reactivate an inactive account, the member must reconsume (repurchase) the standard or professional package for the month in which they failed to place an order and, if applicable, pay the \$30 USD renewal fee. Reactivation will only take effect once all required purchases and fees have been fully satisfied.

## DYNAMIC COMPRESSION

If a Sanavi International VIP Member remains inactive in the network for a period of ninety (90) consecutive days starting with the VIP Member's anniversary month, the Company reserves the right to apply dynamic compression to the VIP Member's position within the Legacy Compensation Plan. Upon such inactivity, the member's position may be permanently compressed to allow active members to advance within the organizational structure. To prevent dynamic compression, the VIP Member must maintain continuous qualification through the required monthly activity or purchases as defined in the Legacy Compensation Plan. Reactivation after compression will not guarantee restoration of the original network position or prior organizational structure because the VIP Member's position will be permanently removed.

## DEFINITIONS

**Acceptance:** Means the acceptance of the application to become a Sanavi International VIP Member by completing a Sanavi International VIP Member Agreement and delivering it to Sanavi International. "Acceptance" shall be deemed to occur when Sanavi International accepts a valid Sanavi International VIP Member Application and Agreement from a person who has decided to become a Sanavi International VIP Member.

**Active or Active Sanavi International VIP Member:** Has the meaning set forth in the Legacy Compensation Plan.

**Agreement:** Means the contract between the Company and each Sanavi International VIP Member as defined in this P&Ps, all in their current form or as amended by Sanavi International from time to time in its sole discretion. These documents are collectively referred to as and comprise the "Agreement."

**Breach:** "Breach," "Default" and "Violation" mean an actual or alleged transgression or violation of any part of the Agreement.

**Cancellation:** Has the meaning set forth in this P&Ps. The term "termination" or "canceled" may be used herein interchangeably with cancellation.

**Company:** Means Sanavi International and any parent, affiliates and or subsidiary entities.

**Customer:** Means any legal person whose Sanavi International Customer Agreement has been accepted by Company. Sanavi International Customers may obtain lower prices through a subscription enrollment where they receive chosen products each month paid in recurring monthly charges. A Customer is not a Sanavi International VIP Member and is not entitled to any Financial Distributions or to resell the product.

**Customer Sales Volume:** Has the meaning set forth in the Legacy Compensation Plan.

**DSA Code of Ethics:** The direct selling association (DSA) is committed to the highest ethical regulatory standards for interested consumers and member companies. Their Code of Ethics is a robust series of policies that every DSA member agrees to follow as condition of membership. It holds member companies, such as Sanavi International, accountable to these policies that protect independent salespeople and consumers alike and encourages compliance to these high standards. This Code of Ethics can be found at:

[www.dsa.org/docs/default-source/code-of-ethics/dsa-code-of-ethics-december-2018.pdf?sfvrsn=5598cda5\\_10](http://www.dsa.org/docs/default-source/code-of-ethics/dsa-code-of-ethics-december-2018.pdf?sfvrsn=5598cda5_10).

**Enrollee:** Means the Sanavi International VIP Member and Customers who have been signed up as Sanavi International VIP Member or Customers by another Sanavi International VIP Member, who is their Enroller.

**Enroller:** Has the meaning set forth in the Legacy Compensation Plan. Furthermore, the Enroller may sponsor or place the new Sanavi International VIP Member under their position or, if a Sanavi International VIP Member, under any other position within their Marketing Organization. For the avoidance of doubt Customers will only be allowed to be placed under the Sanavi International VIP Member's position. The position under which the new Sanavi International VIP Member or Customer is placed is the "Placement Sponsor". The same Sanavi International VIP Member may be both the Enroller and the Placement Sponsor.

**Genealogy Tree:** Has the meaning set forth in the Legacy Compensation Plan.

**Good Standing:** Has the meaning set forth in the Legacy Compensation Plan.

**Group Sales Volume:** Has the meaning set forth in the Legacy Compensation Plan.

**Immediate Household:** Means heads of household and dependent family members residing at the same house.

**Sanavi International VIP Member:** Means an independent contractor who has signed and completed the official Sanavi International VIP Member Agreement and whose Sanavi International VIP Member Agreement has been accepted by Sanavi International. A Sanavi International VIP Member required to meet certain qualifications and is responsible for the motivation, support and development of the Sanavi International VIP Members in their respective Marketing Organization. Sanavi International VIP Members are entitled to purchase Sanavi International products at retail or subscription prices, enroll Customers and new Sanavi International VIP Members, and participate in the Legacy Compensation Plan.

**Marketing Organization:** Means the network of Sanavi International VIP Members and Customers who exist under a Sanavi International VIP Member Business and is also called "downline". Each Sanavi International VIP Member understands that (1) Sanavi International VIP Members do not have any ownership or possessory right, title or interest in any Marketing Organization(s) individual, entity, organization or in any materials generated by Sanavi International or created by Sanavi International VIP Members or any other individual or entity to the extent that it consists, in whole or in part, of any information about Sanavi International Marketing Organization(s) or any part of the Agreement; (2) the sole property interest of a Sanavi International VIP Member with respect to Marketing Organization(s) is the contractual right to receive Financial Distributions as set forth in the Agreement; and (3) Sanavi International is the sole owner of any and all Marketing Organization(s) rights, titles, interests and materials.

**Marketing Organization(s) Activity Report:** Means a monthly report generated by Sanavi International that provides critical data relating to the identities of Sanavi International VIP Members, Customers, sales information and enrollment activity of each Sanavi International VIP Member's Marketing Organization. This report contains confidential and trade secret information which is proprietary to Sanavi International. It is owned solely by Sanavi International.

**Official Sanavi International Materials:** Means literature, audio or digital recordings and other materials developed, printed, published and distributed by Sanavi International to Sanavi International VIP Members, and Customers.

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**Personal Sales Volume:** Has the meaning set forth in the Legacy Compensation Plan.

**Placement Sponsor:** Has the meaning set forth herein and in the Legacy Compensation Plan.

**Placement Tree:** has the meaning set forth in the Legacy Compensation Plan.

**Recruit:** Means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly (including but not limited to the use of a website or social media), or through a third

**Restockable and Resalable:** Means products and sales aids if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) products are returned to Sanavi International within thirty (30) days from the date of purchase; (5) the product expiration date has not elapsed; and (6) the product contains current Sanavi International labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued or as a seasonal item, shall not be resalable.

**Sales Volume:** Has the meaning set forth in the Legacy Compensation Plan.

**Sales Volume Requirement:** Has the meaning set forth in the Legacy Compensation Plan.

**Enrollment Pack:** Means a selection of Sanavi International products, training materials and business support materials that each new Sanavi International VIP Member is required to purchase. This purchase may be optional in some jurisdictions.

**VIP Membership:** Means the optional Sanavi International program by which products are automatically shipped to Sanavi International VIP Members and Customers. Subscriptions are incorporated into the "Agreement" and can be found as part of the Sanavi International VIP Member Application and Agreement or Customer Application and Agreement.

**VIP Membership Price:** Means the price of the products that is paid to the Company by Sanavi International VIP Members or Customers who have chosen to enter into a Subscription.

**Upline:** Has the meaning set forth in the Legacy Compensation Plan.