

# POLICIES AND PROCEDURES

Effective September 2022

NVISIONU, INC. ("NVISIONU")

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## INTRODUCTION

We are NVISIONU and We Welcome YOU!

At NVisionU, we strongly believe in the power of the human spirit and together we CAN & WILL, positively IMPACT the lives of 1 BILLION PEOPLE.

We bring a new and exciting approach to the world of business through creative advancements in health and wealth. Our health and wealth products will impact the spirit, body and soul. Our Digital Learning Platform (DLP) delivers to you the best digital education available on the internet. Using our proprietary Learning Management System (LMS) we put the power of digital entrepreneurship and learning in your hands.

Please take the time to familiarize yourself with the NVISIONU business opportunity, including these Policies and Procedures, and it will make a significant difference in your business and experience.

In these Policies and Procedures, NVISIONU, INC., is referred to as NVISIONU; and you, the individual entering the Agreement (as defined below), is referred to as "you." As a Visionary Builder (VB), your personal Visionary Builder (VB) account along with the team that you build is referred to as your organization.

### 1.1 – POLICIES AND COMPENSATION PLAN INCORPORATED INTO VISIONARY BUILDER AGREEMENT

The Policies and Procedures, in their present form and as amended at the sole discretion of NVISIONU, INC., (hereafter, "NVISIONU" or the "Company"), are incorporated into, and form an integral part of, the NVISIONU Visionary Builder Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the NVISIONU Visionary Builder Application and Agreement, these Policies and Procedures, the NVISIONU Compensation Plan, which includes the Terms of Use, Privacy Policy, and all or any other document incorporated by NVISIONU. These documents are incorporated by reference into the NVISIONU Visionary Builder Agreement (all in their current form and as amended by NVISIONU). It is the responsibility of each Visionary Builder to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures and other documents that form part of the Agreement. When sponsoring or enrolling a new Visionary Builder, it is the responsibility of the sponsoring Visionary Builder to ensure that the applicant is provided with, or has online access to, the most current version of these Policies and Procedures and the NVISIONU Compensation Plan prior to his or her execution of the Visionary Builder Agreement, as found online at [nvisionu.com](http://nvisionu.com) and in your back office.

### 1.2 – ETHICS

You are required to abide by the following Code of Ethics in the operation of your organization and your opportunity to participate in the NVISIONU business. Violations of the Code of Ethics may result in disciplinary action.

#### Code of Ethics

- You will follow the highest standards of honesty, professionalism, and integrity in the development and operation of your organization.

- You will give prompt and efficient service to anyone to whom you have introduced NVISIONU products, as well as to your team members.
- You will make no claims for, or representations about, any NVISIONU products, other than those claims or representations found in current NVISIONU literature or on labels.
- You will not make negative or disparaging remarks about NVISIONU, NVISIONU founders, any NVISIONU competitor, or their people, products, or organizations.
- You will not use the NVISIONU trademark, trade name, logo, information, distribution lists, literature, meetings, gatherings, or NVISIONU resources to further other business interests.
- You will not engage in activities that may cause losses to NVISIONU or another NVISIONU Visionary Builder, or customer.
- You will perform all duties of a sponsor and a leader as you build your NVISIONU business, including providing the necessary training and support or direct them to the online learning tools or trainings that the Company may offer at times.
- You will respect the privacy of both your organization team, team members and customers.
- You will present the NVISIONU compensation plan accurately and honestly, clearly portraying the level of effort required to achieve success without exaggerating the financial possibilities also known as Income Claims.
- You will not recruit active or enrolled NVISIONU Visionary Builders or customers to other business opportunities.
- You will abide by all rules, regulations, laws, and ordinances that are applicable to the operation of your organization as an independent Visionary Builder.

### 1.3 – PURPOSE OF POLICIES

NVISIONU is a direct sales company that markets its products through Independent Visionary Builders (hereafter “Visionary Builder” or “Visionary Builders”). It is important to understand that your success and the success of your fellow Visionary Builders depends on the integrity of the individuals who market our products. To clearly define the relationship that exists between Visionary Builders and NVISIONU, and to explicitly set a standard for acceptable business conduct, NVISIONU has established the Agreement.

NVISIONU Visionary Builders are required to comply with all of the Terms and Conditions set forth in the Agreement which NVISIONU may amend at its sole discretion from time to time, as well as all federal, provincial and municipal laws governing their NVISIONU business and their conduct. It is very important that you read and abide by the Agreement. Please review the information in these Policies and Procedures carefully. It explains and governs the relationship between you, as an independent contractor and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from your Sponsor or from NVISIONU Global.

#### 1.4 – CHANGES TO THE AGREEMENT

Because Federal laws periodically change and because our business environment evolves so rapidly, NVISIONU reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By signing the Visionary Builder Agreement, and joining NVISIONU as a Visionary Builder, and in consideration of accepting commissions, bonuses and awards from NVISIONU, a Visionary Builder agrees to abide by the most current version of these Policies and Procedures as they are amended by NVISIONU from time to time. In its sole discretion. Amendments shall be effective thirty (30) days after publication of a notice that Policies and Procedures have been amended. Amendments shall not apply retroactively to any conduct that occurred prior to the effective date of the amendment. NVISIONU shall provide or make available to all Visionary Builders a complete copy of the amended Policies and Procedures by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail); (3) posting in the Visionary Builder's back office; (4) inclusion in Company periodicals; or (5) special mailings. By continuing to operate a Visionary Builder's NVISIONU business or by accepting commission, bonuses or awards from NVISIONU, the Visionary Builder thereby acknowledges the revised Policies and Procedures and agrees to abide by them. If a Visionary Builder is not willing to accept these changes, NVISIONU must be notified in writing within the 30 days prior to the change being effective. Any continued business, ordering, acceptance of a commission or bonus payout, or any other benefit by a Visionary Builder pursuant to this Agreement constitutes acceptance of this Agreement in whole with any and all amendments.

#### 1.5 – DELAYS

NVISIONU shall not be responsible for delays or failure in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a source of supply, or government decrees or orders.

#### 1.6 – POLICIES AND PROVISIONS SEVERABLE

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

#### 1.7 – 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 business. No failure of NVISIONU to exercise any right or power under the Agreement or to insist upon strict compliance by a Visionary Builder 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 NVISIONU'S right to demand exact compliance with the Agreement. Waiver by NVISIONU can be effectuated only in writing by an authorized officer of the Company. NVISIONU'S waiver of any particular breach by a Visionary Builder, or NVISIONU'S waiver of any particular provision of the Visionary Builder Agreement or these Policies and Procedures, shall not affect or impair NVISIONU'S rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Visionary Builder.

Nor shall any delay or omission by NVISIONU to exercise any right arising from a breach affect or impair NVISIONU'S rights as to that or any subsequent breach.

The existence of any claim or cause of action of a Visionary Builder against NVISIONU shall not constitute a defense to NVISIONU'S enforcement of any term or provision of the Agreement.

## **SECTION 2 – BECOMING A VISIONARY BUILDER**

### **2.1 – REQUIREMENTS TO BECOME A VISIONARY BUILDER**

To become a NVISIONU Visionary Builder, each applicant must:

- (a) Certify that you are at least 18 years old (legal age), (or contractual age in your country of residence).
- (b) Have a valid Social Security Number (SSN), or Employer Identification Number (EIN);
- (c) Read the Visionary Builder Agreement, these Policies and Procedures, the Privacy Policy and the Compensation Plan and;
- (d) Complete, agree, and submit the online Visionary Builder Application "Agreement" to NVISIONU upon registration "enrollment".

NVISIONU reserves the right, in its sole discretion, to reject your Visionary Builder Agreement for any reason.

### **2.2 – ONLINE WEB APPLICATIONS**

If you enroll on the NVISIONU website or on any NVISIONU-sponsored replicated website, you will not need to submit a paper application unless required by local regulations. While your sponsor may assist you in completing the online enrollment as a Visionary Builder, you must personally review and agree to the online Visionary Builder Agreement, these Policies and Procedures, the Privacy Policy and the Compensation Plan. If the Visionary Builder Agreement is not received as agreed, your Visionary Builder account will be placed on hold until the agreement is received. If there is more than one applicant on the Visionary Builder Agreement, please notify NVISIONU who will be main one. Commission payments will be issued to the main applicant.

### **2.3 – RETAIL CUSTOMERS AND VISIONARY BUILDERS**

Individuals may join NVISIONU as retail customers (otherwise referred to as 'customers' herein).

Retail customers can purchase product directly from NVISIONU for personal consumption but do not participate in the NVISIONU Visionary Builder organization or Compensation Plan. Retail customers are not required to sign a Visionary Builder Agreement. Retail customers purchase products at the published retail price. Retail customers' purchases apply toward their sponsor's Personal Group Volume (PGV). Thus, orders placed by any retail customers will be included in the total sales volume for their sponsor's organization. A retail customer may become a Visionary Builder at any time by completing the requirements outlined in Section 2.1.

Visionary Builders purchase product from NVISIONU at the published wholesale price and have the potential of earning commissions and bonuses based on qualification and achievement rank, as outlined in the Compensation Plan.

“PV” means Personal Volume in these Policies and Procedures refers to the amount of NVISIONU Product you personally sell or consume personally each month.\*

***\*NOTE: This does not constitute a personal purchase requirement to become a Visionary Builder, move up in rank or to fully participate in the plan. Pursuant to these policies and procedures (i) NVISIONU recognizes that Visionary Builders may wish to purchase products in reasonable amounts for their own personal or family use, (ii) buying products for any reason other than bona fide resale (or for personal use in reasonable amounts) is prohibited, and (iii) Visionary Builders must not purchase any excessive inventory nor encourage others to do so.***

## 2.4 – REQUIREMENTS TO BECOME A CUSTOMER

To become a NVISIONU Customer, you must meet the following requirements:

- Fill in the online Agreement application;
- Ensure that your details match your Government ID;
- Read and agree to these Policies & Procedures.

All reporting of tax filings are the responsibility of the Customer. NVISIONU reserves the right, in its sole discretion, to reject your Customer Account Agreement for any reason.

## 2.5 – VISIONARY BUILDER BUSINESS KITS AND PRODUCT PURCHASES

Except for the purchase of a NVISIONU Visionary Builder Business Kit, no person is required to purchase NVISIONU products, services or sales aids, or to pay any charge or fee to become a Visionary Builder. In order to familiarize new Visionary Builders with NVISIONU products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Visionary Builder Business Kit, which is sold at NVISIONU’S cost price. Please refer to the Compensation Plan and website for full details.

## 2.6 – VISIONARY BUILDER BENEFITS

Once a Visionary Builder’s Application and Agreement has been accepted by NVISIONU, the benefits of the Agreement are available to the new Visionary Builder. These benefits include the right to:

- a) Arrange sale of NVISIONU products and earn commission from these sales;
- b) Recruit regular customers.
- c) Sponsor other individuals to be Visionary Builders in the NVISIONU business and thereby, build a Marketing Organization whose sales will assist you in progressing through the NVISIONU Compensation Plan;
- d) Receive periodic NVISIONU literature and other NVISIONU communications;
- e) Participate in NVISIONU-sponsored support, service, training, motivation and recognition functions, upon payment of appropriate charges, if applicable; and
- f) Participate in promotional and incentive contests and programs sponsored by NVISIONU for its Visionary Builders.



## **2.7 – TERM AND RENEWAL OF THE AGREEMENT**

The term of the Visionary Builder Agreement is one year from the date of its acceptance by NVISIONU (subject to prior termination pursuant to Section 10; Inactivity Cancellation)\*.

## **SECTION 3 – OPERATING A NVISIONU BUSINESS**

### **3.1 – ADHERENCE TO THE NVISIONU MARKETING PLAN**

Visionary Builders must adhere to the terms of the NVISIONU Marketing Plan as set forth in official NVISIONU literature. Visionary Builders shall not offer the NVISIONU opportunity through, or in combination with, any other system, program, sales tool, or method of marketing other than that specifically set forth in official NVISIONU literature. Visionary Builders shall not require or encourage other current or prospective Visionary Builders or Customers to participate in NVISIONU in any manner that varies from the program as set forth in official NVISIONU literature. Visionary Builders shall not require or encourage other current or prospective Visionary Builders or Customers to execute any agreement or contract other than official NVISIONU agreements and contracts in order to become a NVISIONU Visionary Builder or Customer. Similarly, Visionary Builders shall not require or encourage other current or prospective Customers or Visionary Builders to make any purchase from, or payment to any individual or other entity to participate in the NVISIONU Compensation Plan other than those purchases or payments identified as recommended or required in official NVISIONU literature.

### **3.2 – ADVERTISING**

#### **3.2.1 – GENERAL**

All Visionary Builders shall safeguard and promote the good reputation of NVISIONU and its products. The marketing and promotion of NVISIONU, the NVISIONU opportunity, the Compensation Plan, and NVISIONU products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and tremendous opportunity NVISIONU offers, Visionary Builders must use the sales aids and support materials produced by NVISIONU. The rationale behind this requirement is simple. NVISIONU has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that each aspect of NVISIONU is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws. If NVISIONU Visionary Builders were allowed to develop their own sales aids and promotional materials, notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a NVISIONU business is almost certain. These violations, although they may be relatively few in number, would jeopardize the NVISIONU opportunity for all Visionary Builders.

Accordingly, Visionary Builders must not produce their own literature, advertisements, sales aids, business tools, promotional materials, or Internet web pages. Nor may Visionary Builders use any literature, advertisements, sales aids, business tools, promotional materials, or Internet web pages obtained from any source other than the Company. Visionary Builders may download and obtain approved promotional materials through the Back Office.

### 3.2.2 – ONLINE CONDUCT

#### A. No Independent Websites

No Visionary Builder may independently design a website that uses the names, logos, or product descriptions of NVISIONU or otherwise promotes (directly or indirectly) NVISIONU products or the NVISIONU opportunity. A Visionary Builder shall not use “blind” ads on the Internet that make product or income claims which are ultimately associated with NVISIONU products, the NVISIONU opportunity, or the NVISIONU Compensation Plan. The use of any other Internet website or web page (including without limitation auction sites such as eBay, Amazon) in any way to promote to the sale of NVISIONU products, the NVISIONU opportunity, or the Compensation Plan is a breach of these Policies and Procedures and may result in any of the disciplinary sanctions set forth in Section 8.1.

#### B. Replicated Websites

If a Visionary Builder desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company’s replicated website program only. This program permits Visionary Builders to advertise on the Internet and can be personalized with the Visionary Builder’s message and the Visionary Builder’s contact information. These websites seamlessly linked directly to the official NVISIONU website giving the Visionary Builder a professional and Company-approved presence on the Internet.

There is no additional charge for the Replicated Website. Visionary Builders are solely responsible and liable for the content they add to their Replicated Websites and must regularly review the content to ensure it is accurate and relevant.

Visionary Builders may not alter the branding, artwork, look, or feel of their Replicated Websites, and may not use their Replicated Websites to promote, market or sell non-NVISIONU products, services or business opportunities. Specifically, a Visionary Builder may not alter the look (placement, sizing etc.) or functionality of the following:

- The NVISIONU Independent Visionary Builder Logo
- The Visionary Builder’s Name
- NVISIONU Corporate Website Redirect Button • Artwork, logos, or graphics
- Original text.

Because Replicated Websites reside on the myNVISIONU.com domain, NVISIONU reserves the right to receive analytics and information regarding the usage of your Replicated Website.

By default, a Visionary Builder’s NVISIONU Replicated Website URL is [www.myNVISIONU.com/<Visionary Builder ID#>](http://www.myNVISIONU.com/<Visionary Builder ID#>). The Visionary Builder must change this default ID and choose a uniquely identifiable website name that cannot:

- Be confused with other portions of the NVISIONU corporate website;
- Confuse a reasonable person into thinking they have landed on a NVISIONU corporate page;
- Be confused with any NVISIONU name;
- Contain any discourteous, misleading, or off-color words or phrases that may damage NVISIONU’s image.

Visionary Builders may not monetize their Replicated Websites through affiliate programs, adSense or similar programs.

#### C. Domain Names and Email Addresses

Visionary Builders may not use or attempt to register any of NVISIONU's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. Nor may Visionary Builders incorporate or attempt to incorporate any of the Company's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, into any email address except in manner approved by the company.

#### D. Linking

When directing web traffic to a NVISIONU Replicated Website it must be evident from a combination of the link and the surrounding context that the link will lead to the site of an independent NVISIONU Visionary Builder. Attempts to mislead web traffic into believing they are going to a NVISIONU corporate site, when in fact they land at a Visionary Builder's Replicated Website, will not be allowed. The determination as to what is misleading to a reasonable reader or user of the site will be determined by NVISIONU in its sole discretion.

#### E. Online Classifieds

Visionary Builders may not use online classifieds (including Craigslist) to list, sell or retail specific NVISIONU products or product bundles. Visionary Builders may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the NVISIONU business opportunity, provided NVISIONU-approved templates/images are used. These templates will identify the Visionary Builder as an Independent NVISIONU Visionary Builder. If a link or URL is provided, it must link to the Visionary Builder's Replicated Website.

#### F. eBay / Amazon Online Auctions

NVISIONU products may not be listed on eBay, Amazon or other online auctions, nor may Visionary Builders enlist or knowingly allow a third party to sell NVISIONU products on eBay, Amazon or other online auction.

#### G. Buy and Sell Sites

NVISIONU prohibits the listing or selling of NVISIONU products on buy and sell sites such as Amazon, eBay, Facebook Groups, Walmart.com and other buy/trade/swap pages or social media platforms. The retailing of any NVISIONU products through these sites or platforms is a serious violation and will result in sanctions up to and including the suspension or termination of your NVISIONU account. NVISIONU does permit the use of these forums to help promote and advertise an Independent Visionary Builder's availability, the NVISIONU opportunity and NVISIONU products. (Please refer to – Product Claims and – Income Claims for further guidance.)

#### H. Banner Advertising

Visionary Builders may place banner advertisements on a website provided the Visionary Builder uses NVISIONU approved templates and images that are made for the Visionary Builders. All banner advertisements must link to a Visionary Builder's Replicated Website. Visionary Builders may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with NVISIONU products or the NVISIONU opportunity.



#### I. Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments that a Visionary Builder makes on blogs, forums, guest books etc. must be unique, informative and relevant.

#### J. Digital Media Submission

Visionary Builders may upload, submit or publish NVISIONU-related video, audio or photo content that they develop and create so long as it aligns with NVISIONU values, contributes to the NVISIONU community greater good and is in compliance with these Policies and Procedures. All submissions must clearly identify the submitter as an Independent NVISIONU Visionary Builder in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that the submitter is solely responsible for this content. Visionary Builders may not upload, submit or publish any content (video, audio, presentations or any computer files) received from NVISIONU or captured at official NVISIONU events or in buildings owned or operated by NVISIONU without prior written permission.

#### K. Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Visionary Builder's Replicated Website. The display URL must also be to the sponsoring Visionary Builder's Replicated Website, and must not portray any URL that could lead the user to believe they are being directed to a NVISIONU Corporate site, or be inappropriate or misleading in any way.

#### L. Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should a Visionary Builder utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, Instagram, or Pinterest, the Visionary Builder agrees to each of the following:

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Visionary Builder's NVISIONU Replicated Website.
- It is each Visionary Builder's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- Any social media site that is directly or indirectly operated or controlled by a Visionary Builder that is used to discuss or promote NVISIONU's products or the NVISIONU opportunity may not link to any website, social media site, or site of any other nature, other than the Visionary Builder's NVISIONU replicated website.
- During the term of this Agreement and for a period of 12 calendar months thereafter, a Visionary Builder may not use any social media site on which they discuss or promote, or have discussed or promoted, the NVISIONU business or NVISIONU's products to directly or indirectly solicit NVISIONU Visionary Builders for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Visionary Builder shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Visionary Builders relating to the Visionary Builder's other direct selling business activities. Violation of this provision shall constitute a violation of the non solicitation provision in Section 3.10 below.

- A Visionary Builder may post, “pin” or “tag” photographs of NVISIONU products on a social media site, but only photos that are provided by NVISIONU and downloaded from the Visionary Builder’s Back-Office may be used.

If a Visionary Builder creates a business profile page on any social media site that promotes or relates to NVISIONU, its products, or opportunity, the business profile page must relate exclusively to the Visionary Builder’s NVISIONU business and NVISIONU products. If the Visionary Builder’s NVISIONU business is cancelled for any reason or if the Visionary Builder becomes inactive, the Visionary Builder must deactivate the business profile page.

#### M.Enticements for Enrollment

NVISIONU does not condone the use of any publicly shared enticements as a means of encouraging or enticing enrollment in NVISIONU or as an incentive to purchase NVISIONU products. Such unacceptable enticements include raffles, giveaways, buy-outs, and other similar forms of enticements. Any publicly shared social media posts, announcements or give-aways are unacceptable and an attempt to “buy the business” and are not condoned by NVISIONU or its Field Leaders. NVISIONU, however, does allow personally negotiated offers (such as offering product samples) between a Visionary Builder and her or his prospects. NVISIONU also allows earned incentives offered by a Visionary Builder to a member of that Visionary Builder’s team as a deserved bonus or award for things such as earned rank advancement, promotions and recognition. This enticement prohibition applies not only to Visionary Builders, but also to Customers who attempt to use prohibited enticements for the purpose achieving program goals such as the “3 and Thank You.”

### 3.2.3 – TELEPHONE DIRECTORY LISTINGS AND TELEPHONE ANSWERING

Visionary Builders may list themselves as an “Independent NVISIONU Visionary Builder” in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Visionary Builder may place telephone or online directory display ads using NVISIONU’s name or logo. Visionary Builders may not answer the telephone by saying “NVISIONU”, “NVISIONU Incorporated”, or in any other manner that would lead the caller to believe that he or she has reached corporate offices of NVISIONU. A Visionary Builder may use the phrase Independent NVISIONU Visionary Builder in telephone greetings or on an answering machine or voicemail system to clearly separate the Visionary Builder’s independent NVISIONU business from NVISIONU.

If a Visionary Builder wishes to post his or her name in a telephone or online directory, it must be listed in the following format:

Visionary Builder’s Name  
Independent NVISIONU Visionary Builder

### 3.2.4 – TRADEMARKS AND COPYRIGHTS

The name of NVISIONU and other names as may be adopted by NVISIONU are proprietary trade names, trademarks and service marks of NVISIONU (collectively “marks”). As such, these marks are of great value to NVISIONU and are supplied to Visionary Builders for their use only in an expressly authorized manner. NVISIONU will not allow the use of its trade names, trademarks, designs, or symbols by any person, including NVISIONU Visionary Builders, without its prior, written permission.

As an independent Visionary Builder, you may use the NVISIONU name in the following manner

Visionary Builder's Name

Independent NVISIONU Visionary Builder

Example:

Alice Smith

Visionary Builder

NVISIONU Independent

The content of all Company sponsored events is copyrighted material. Visionary Builders may not produce for sale or distribution any recorded Company events and speeches without written permission from NVISIONU; nor may Visionary Builders reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

### 3.2.5 – MEDIA AND MEDIA INQUIRIES

Visionary Builders must not attempt to respond to media inquiries regarding NVISIONU, its products, or their independent NVISIONU business. All inquiries by any type of media must be immediately referred to the NVISIONU Home Office. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

### 3.2.6 – TELEVISION AND RADIO ADVERTISING

Visionary Builders must not utilize radio or television media for the advertising, distribution or promotion of NVISIONU products or opportunity without the express written consent of NVISIONU. In the event that NVISIONU does grant permission for the use of such media, NVISIONU must have final authority on every stage of the productions process with full rights to all recordings.

### 3.2.7 – UNSOLICITED EMAIL

NVISIONU does not permit Visionary Builders to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the US Anti – Spam Law (“CAN-SPAM”). Any email sent by a Visionary Builder that promotes NVISIONU, the NVISIONU opportunity, or NVISIONU products must comply with the following:

- a) The Visionary Builder must have prior express or implied consent of the recipient who will be receiving the e-mail. Express consent comes from an “opt-in” to receiving e-mails. Implied consent comes from pre-existing family and business relationships as defined in CAN-SPAM.
- b) There must be a functioning return email address to the sender, which remains valid for a minimum of 60 days after the message has been sent.
- c) There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- d) The email must include the Visionary Builder's name, physical mailing address and e-mail address.

- e) The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- f) The use of deceptive subject lines and/or false header information is prohibited.
- g) All opt-out requests, whether received by email or regular mail, must be honored no later than 10 days after receiving the request. If a Visionary Builder receives an opt-out request from a recipient of an email, the Visionary Builder must forward a copy of the opt-out request to the Company.

NVISIONU may periodically send commercial emails on behalf of Visionary Builders. By entering into the Visionary Builder Agreement, Visionary Builder agrees that the Company may send such emails and that the Visionary Builder's physical and email addresses will be included in such emails as outlined above. Visionary Builders shall honor opt-out requests generated as a result of such emails sent by the Company.

### **3.2.8 – UNSOLICITED FAXES AND UNSOLICITED PHONE CALLS AND TEXTS**

Except as provided in this section, Visionary Builders may not use or transmit unsolicited faxes or use an automatic telephone dialing system in connection with the operation of their NVISIONU businesses. The term "unsolicited faxes" means the transmission via fax of any material or information advertising or promoting NVISIONU, its products, the Compensation Plan or any other aspect of the company which is transmitted to any person, except that any person with whom the Visionary Builder has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between a Visionary Builder and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Visionary Builder; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party. The term "automatic telephone dialing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers. Unsolicited texting is not permitted under any circumstances. You must receive approval to text a person whether using group chats or social channels such as WhatsApp, Telegram etc. All text messages must have a opt-in and opt-out option.

### **3.3 – BONUS BUYING PROHIBITED**

Bonus buying is strictly prohibited. "Bonus buying" includes: (a) the enrollment of individuals or entities without the knowledge, or execution of an Independent Visionary Builder Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Visionary Builder; (c) the enrollment or attempted enrollment of nonexistent individuals or entities as Visionary Builders; (d) purchasing NVISIONU products on behalf of another Visionary Builder or under another Visionary Builder's I.D. number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of NVISIONU products that cannot reasonably be used or resold in a month; and (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that are not driven by bona fide product purchases by end consumers. NVISIONU Visionary Builder's may not personally purchase more than \$1,000 in products per month unless they can certify, in writing, to NVISIONU that they have pending retail orders in excess of that amount, or they can provide NVISIONU with other written reasons as to why such a purchase is necessary. In such an event, the Visionary Builder shall be required to provide written records of all such retail sales at the written request of NVISIONU. In addition, Visionary Builders certify with each new product order that they have sold or consumed a minimum

of 70% of all product purchased in prior orders. NVISIONU reserves the right to verify resale of product inventory and inspect documentation of Customer sales. NVISIONU Visionary Builders are not required to carry an inventory of products or sales aids.

Violations of Section 3.3 are expressly prohibited and may result in any of the disciplinary sanctions set forth in Section 8.1 Contractual Remedies. \*

### 3.4 – BUSINESS ENTITIES

A corporation, limited liability company (LLC), partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be a NVISIONU Visionary Builder by submitting a properly completed Visionary Builder Application and Agreement through our online application process, a properly completed Business Entity Registration Form. If a Visionary Builder enrolls online, the Entity Documents and Business Entity Registration Form must be submitted to NVISIONU within 30 days of the online enrollment. (if not received within the 30-day period, the Agreement shall automatically terminate.) The Business Entity Registration Form must be signed by all of the shareholders, members, partners or trustees. The Business Entity and its shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively “Affiliated Parties”) are individually, jointly and severally liable for any indebtedness to NVISIONU, compliance with the NVISIONU Policies and Procedures, compliance with the Visionary Builder Agreement, and all other obligations to NVISIONU hereunder.

To prevent the circumvention of Section 3.28 (which prohibits the sale, transfer, or assignment of a NVISIONU business), additional partners, shareholders, members or other Affiliated Parties may be added to a Business Entity only upon the written approval of the Company. If a partner, shareholder, member or other Affiliated Party is added without the Company’s approval, the Visionary Builder Agreement may be canceled at the Company’s discretion. There is a \$50.00 fee for each change requested, which must be included with the written request and completed Visionary Builder Application and Agreement. NVISIONU may, at its discretion, require notarized documents before implementing any changes to a NVISIONU business. Please allow thirty (30) days after the receipts of the request by NVISIONU for processing. Note that the changes permitted within the scope of this section do not include a change of sponsorship. Changes of sponsorship are addressed at Section 3.5 below.

#### 3.4.1 – CHANGES TO A BUSINESS ENTITY

A Visionary Builder may change his, her or its status under the same Sponsor from an individual to a Business Entity or from one type of Business Entity to another. There is \$50.00 fee for each change requested, which must be included with the written request and the completed Visionary Builder Application and Agreement. Such changes shall be processed only once per year and must be submitted by December 1 to become effective on January 1 of the following year. In addition, Visionary Builders operating their NVISIONU businesses utilizing a Business Entity must notify NVISIONU within 10 days of the addition or removal of any officers, directors, shareholders, managers, members or other Affiliated Parties of the Business Entity.



### 3.5 – SPONSOR CHANGE

To protect the integrity of all Visionary Builder organizations and safeguard the hard work of all Visionary Builders, NVISIONU strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical to the success of every Visionary Builder and to NVISIONU. Therefore, the transfer of a NVISIONU business from one sponsor to another is not permitted except during the initial thirty (30) day period immediately following the date that a Visionary Builder or Customer first joins NVISIONU. Sponsor changes are not permitted after such initial thirty (30) day period. Permitted Sponsor changes are limited to instances where a Visionary Builder or Customer made a mistake in choosing the correct Sponsor while completing the NVISIONU online application. All Sponsor change requests must be approved not only by the Company, but also by each Sponsor affected by the requested change. In order to request a Sponsor Change, you must complete a Sponsor Request Change Form and email it to the Business Ethics Department at: [Sponsorcorrection@NVISIONU.com](mailto:Sponsorcorrection@NVISIONU.com).

#### 3.5.1 – CANCELLATION AND RE-APPLICATION

A Visionary Builder may legitimately change organizations by voluntarily cancelling his or her NVISIONU business and remaining inactive (i.e., no purchases of NVISIONU products, no sales of NVISIONU products, no sponsoring, no attendance at any NVISIONU functions, and no participation in any other form of Visionary Builder activity, or operation of any other NVISIONU business) for six (6) full calendar months. Following the six month period of inactivity, the former Visionary Builder may reapply under a new Sponsor, however, the former Visionary Builder's Marketing Organization will remain in the original line of sponsorship. NVISIONU will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to NVISIONU in writing.

#### 3.5.2 – NON-CIRCUMVENTION; WAIVER OF CLAIMS

In the event a Visionary Builder circumvents the above policies regarding change of Sponsor and changes to a Business Entity, and another downline organization has been developed in the second business developed by a Visionary Builder, NVISIONU reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult.

Therefore, VISIONARY BUILDERS WAIVE ANY AND ALL CLAIMS AGAINST NVISIONU, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM NVISIONU'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

### 3.6 – UNAUTHORIZED CLAIMS AND ACTIONS

#### 3.6.1 – INDEMNIFICATION

A Visionary Builder is fully responsible for all of his or her verbal and written statements made regarding NVISIONU products and the Compensation Plan that are not expressly contained in official NVISIONU materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Visionary Builders agree to

indemnify NVISIONU and its directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by NVISIONU as a result of the Visionary Builder's unauthorized representations or actions. This provision shall survive the termination of the Agreement.

### 3.6.2 – PRODUCT CLAIMS

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by NVISIONU may be made except those contained in official NVISIONU literature. In particular, Visionary Builders may make no claims that NVISIONU products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims, and they may lack adequate substantiation. Not only are such claims in violation of the Agreement, but they could also violate the laws and regulations of the United States of America.

#### 3.6.2 A – PRODUCT COMPARISONS

NVISIONU strongly encourages all of its Visionary Builders to promote the benefits of NVISIONU's innovative products and its cutting edge Opportunity. Visionary Builders may not make product comparisons against the products of other companies, except as specifically set forth in official NVISIONU marketing materials. Any other product comparisons made by a Visionary Builder are prohibited and are a violation of these Policies and Procedures and may result in potential legal claims for trademark infringement and defamation against the Visionary Builder making such comparisons, as well claims against NVISIONU.

### 3.6.3 – INCOME CLAIMS

In their enthusiasm to enroll prospective Visionary Builders, some Visionary Builders are occasionally tempted to income claims or earnings representations to demonstrate the inherent power of direct selling. This is counterproductive because new Visionary Builders may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At NVISIONU, we firmly believe that the NVISIONU income potential is great enough to be highly attractive, without reporting the earnings of others. Moreover, the Federal Trade Commission and Security Exchange Commissions takes these claims very seriously and the Earnings Claims section of the Law regulates representations relating to compensation or lifestyle, including testimonials. While Visionary Builders may believe it beneficial to provide copies of their payment records, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact NVISIONU as well as the Visionary Builder making the claim unless accompanied by fair, reasonable, and timely disclosure of the NVISIONU Statement of Typical Participant Earnings. Because NVISIONU Visionary Builders do not have the data necessary to comply with the legal requirements for making income claims, a Visionary Builder, when presenting or discussing the NVISIONU opportunity or Compensation Plan to a prospective Visionary Builder, may not make income projections, income claims, or disclose his or her NVISIONU income (including the showing of their NVISIONU Payment Card records, Back office records, bank statements, or tax records). NVISIONU Visionary Builders will disclose the Statement of Typical Participant Earnings which can be found in the NVISIONU Compensation Plan to all prospective Visionary Builders. Once the Income Disclosure Statement becomes available on the NVISIONU site that will be the document you can share with your organization. However, in the meantime we ask that

you do not make income claims of any sort. These are violations that NVISIONU takes very seriously and our Business Ethics Team (B.E.D. Team) will suspend your account for breach of any income claims found.

### 3.6.4 – COMPENSATION PLAN CLAIMS

When presenting or discussing the NVISIONU Compensation Plan, Visionary Builders must make it clear to prospective Visionary Builders that financial success with NVISIONU requires commitment, effort, and sales skill. Conversely, Visionary Builders must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- It's a turnkey system;
- The system will do the work for you;
- Just get in and your downline will build through spillover;
- Just join and I will build your downline for you;
- The company does all the work for you;
- You don't have to sell anything; or
- All you have to do is buy your products every month.

The above are just examples of improper representations about the Compensation Plan. It is important that Visionary Builders do not make these or any other representations that could lead a prospective Visionary Builder to believe that he or she can be successful as a NVISIONU Visionary Builder without commitment, effort, and sales skill.

### 3.7 – REPACKAGING AND RE-LABELING PROHIBITED

NVISIONU products may only be sold in their original packaging. Visionary Builders may not repackage, re-label, or alter the labels on NVISIONU products. Tampering with labels/packaging could be a violation of federal and provincial laws, and may result in civil or criminal liability. Visionary Builders may affix a personalized sticker with the Visionary Builder's personal/contact information to each product or product container, as long as this is done without removing existing labels or covering any text, graphics, or other material on the product label.

### 3.8 – COMMERCIAL OUTLETS

Visionary Builders may sell NVISIONU products from a commercial outlet, and may display or sell NVISIONU products or literature in a retail or service establishment but only as outlined below.

Visionary Builders may sell NVISIONU products from service establishments that are open to the public on an appointment basis and the NVISIONU products (or literature) are not displayed in locations that are accessible to the general public. (ie. A display in the individual stall or reception area is acceptable but in the window or reception area of a salon is not acceptable).

Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell NVISIONU products.



### **3.9 – TRADE SHOWS, EXPOSITIONS AND OTHER SALES FORUMS**

Visionary Builders may display and/or sell NVISIONU products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Visionary Builders must contact the NVISIONU Support Team and obtain permission in writing for conditional approval, as NVISIONU's policy is to authorize only one NVISIONU business per event. Final approval will be granted to the first Visionary Builder who submits an official advertisement of the event, a copy of the contract signed by both the Visionary Builder 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 request to participate in future events must again be submitted to the Visionary Builder Support Department. NVISIONU 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 or the NVISIONU 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 NVISIONU wishes to portray.

### **3.10 – CONFLICTS OF INTEREST**

#### **3.10.1 – NON-SOLICITATION**

During the term of this Agreement, Independent Representatives may not recruit other NVisionU Independent Representatives or Merchants or customers for any other network marketing business. Following the cancellation of this Agreement, and for a period of one year thereafter, a former Independent Representative may not recruit any NVisionU Independent Representative or customer for another network marketing business, with the exception of an Independent Representative who is personally sponsored by the former Independent Representative, or an immediate family member.

The Independent Representatives and Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, the Independent Representatives and Company agree that this non-solicitation provision shall apply to all markets in which NVisionU conducts business.

The term "recruit" means actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly or through a third party, another NVisionU Independent Representative or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Independent Representative's actions are in response to an inquiry made by another Independent Representative or customer.

### 3.10.2 – SALE OF COMPETING GOODS

Visionary Builders must not sell, or attempt to sell, any competing non-NVISIONU products to other Visionary Builders or Customers. Any product in the same generic categories as NVISIONU products is deemed to be competing (e.g., any hair or beauty product similar to NVISIONU is therefore a competing product, regardless of differences in cost, quality, ingredients, or other distinguishing factors).

### 3.10.3 – VISIONARY BUILDER PARTICIPATION IN OTHER DIRECT SELLING PROGRAMS

If a Visionary Builder is engaged in other non-NVISIONU direct selling programs, it is the responsibility of the Visionary Builder to ensure that his or her NVISIONU business is operated entirely separate and apart from any other program in which the Visionary Builder participates. To this end, Visionary Builders shall:

- a) Not display NVISIONU promotional materials, sales aids, or products with or in the same location as any non-NVISIONU promotional materials, sales aids, products or services.
- b) Not offer the NVISIONU opportunity or products to prospective or existing Customers or Visionary Builders in conjunction with any non-NVISIONU program, opportunity, product or service.
- c) Not offer any non-NVISIONU opportunity, products, services, or opportunity at any NVISIONU-related meeting, seminar, convention, webinar, teleconference, or other function.
- d) Not target or share non-NVISIONU opportunities or products with NVISIONU Visionary Builders or Customers via current or new Facebook pages or any social media outlets.
- e) Not transfer their business or use other names or ID numbers (including that of a spouse, relative, household member, business or others legal entity such as a corporation or trust), to evade or circumvent the above policies.
- f) Not display or bundle NVISIONU products or services in sales literature, on a website, social media or in sales meetings, with any other products or services.

NVISIONU Founders who receive Founder bonuses or payments, Emerald, Diamond, Double Diamond, Triple Diamond, Global Visionary Diamond, Ambassador Visionary Diamond, and Imperial Visionary Diamond's are looked to by the sales field for guidance and NVISIONU holds them to the highest standards. Therefore, all such individuals are prohibited from participating in any other direct selling, relationship marketing or multilevel marketing program as an independent representative or employee.

A violation of any of the provisions in this Section 3.10.3 shall constitute unreasonable and unwarranted contractual interference between NVISIONU and its Visionary Builders and would cause irreparable harm on NVISIONU. In such event, NVISIONU may, at its sole discretion, impose any sanction it deems necessary or appropriate against such Visionary Builder or such Visionary Builder's independent distributorship, or seek immediate injunctive relief without the necessity of posting a bond. Such sanction may include, without limitation, suspension of commissions and bonuses, restriction from NVISIONU events and recognition or termination of a Visionary Builder's NVISIONU independent distributorship.

### 3.10.4 – VISIONARY BUILDER ACTIVITY (GENEALOGY) REPORTS—CONFIDENTIAL INFORMATION

“Confidential Information” includes, but is not limited to, Visionary Builder Reports, the identities of NVISIONU Customers and Visionary Builders, contact information of NVISIONU Customer and Visionary Builders, Visionary Builders’ sales volume information. Confidential Information is, or may be available for Visionary Builder access and viewing at the Back Office of each Visionary Builder’s replicated NVISIONU website. Visionary Builder access to such Confidential Information is password protected. All Visionary Builder Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to NVISIONU. Visionary Builder Activity Reports are provided to Visionary Builders in strictest confidence and are made available to Visionary Builders for the sole purpose of assisting Visionary Builders in working with their respective Marketing Organizations in the development of their NVISIONU businesses. Visionary Builders may not use any Confidential Information for any purpose other than for developing their independent NVISIONU businesses. Where a Visionary Builder participates in other direct selling or multilevel marketing ventures, the Visionary Builder is not eligible to have access to certain Confidential Information, including, but not limited to, Downline Genealogy Reports. Visionary Builders should use the Confidential Information to assist, motivate, and train their downline Visionary Builders, and for no other purpose. In so doing, a Visionary Builder may not disclose the Confidential Information to any third party, including, without limitation, his or her downline Visionary Builders. The Visionary Builder and NVISIONU agree that, but for this agreement of confidentiality and nondisclosure, NVISIONU would not provide Confidential Information (including Visionary Builder Reports) to the Visionary Builder.

To protect the Confidential Information, a Visionary Builder shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- a) Directly or indirectly use or disclose any Confidential Information to any third party;
- b) Directly or indirectly disclose, to any individual, partnership, association, corporation, or other entity, the password or other access code to his or her Back Office;
- c) Use any Confidential Information to compete with NVISIONU or for any purpose other than promoting or supporting his or her NVISIONU business; or
- d) Recruit or solicit any NVISIONU Visionary Builder or Customer listed on any Visionary Builder Report or any other report in the Visionary Builder’s Back Office, or in any manner attempt to influence or induce any such Visionary Builder or Customer to alter his or her business relationship with NVISIONU.

The obligation of a Visionary Builder to not disclose any Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether a Visionary Builder’s Agreement has been terminated, or whether the Visionary Builder is or is not otherwise affiliated with the Company.

Upon demand by the company, any current or former Visionary Builder will return the original and all copies of Visionary Builder Reports to the Company.

### 3.11 – TARGETING OTHER DIRECT SELLERS

NVISIONU does not condone Visionary Builders specifically or consciously targeting the sales force of another direct sales company to sell NVISIONU products or to become Visionary Builders for NVISIONU nor does NVISIONU condone Visionary

Builders solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. These practices would clearly violate the Code of Ethics we agree to as members of NVISIONU. Should Visionary Builders engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Visionary Builder alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, NVISIONU will not pay any of the Visionary Builder's defense costs or legal fees, nor will NVISIONU indemnify the Visionary Builder for any judgment, award, or settlement.

### **3.12 – CROSS-SPONSORING**

Actual or attempted cross-sponsoring is strictly prohibited. "Cross-sponsoring" is defined as the enrolment of an individual or entity that already has a current Visionary Builder Agreement on file with NVISIONU, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAS, assumed names, corporations, partnerships, trusts, federal ID numbers, fictitious ID numbers or any straw-man or other artifice to circumvent this policy is prohibited. Visionary Builders shall not demean, discredit or defame other NVISIONU Visionary Builders in an attempt to entice another Visionary Builder to become part of the first Visionary Builder's Marketing Organization.

If Cross-Sponsoring is discovered, it must be brought to the Company's attention immediately. NVISIONU may take disciplinary action against the Visionary Builder that changed organizations and/or those Visionary Builders who encouraged or participated in the Cross-Sponsoring. NVISIONU may also move all or part of the offending Visionary Builder's Marketing Organization to his or her original marketing Organization if the Company deems it equitable and feasible to do so. However, NVISIONU is under no obligation to move the Cross-Sponsored Visionary Builder's Marketing Organization, and the ultimate disposition of the organization remains within the sole discretion of NVISIONU. Visionary Builders waive all claims and causes of action against NVISIONU arising from or relating to the disposition of the Cross-Sponsored Visionary Builder's Marketing Organization. Please report all violations of cross-sponsoring to the Business Ethics Department (B.E.D.) @ [BusinessEthics@nvisionu.com](mailto:BusinessEthics@nvisionu.com).

### **3.13 – ERRORS OR QUESTIONS**

If a Visionary Builder has questions about or believes any errors have been made regarding commissions, bonuses, Visionary Builder Reports, or charges, the Visionary Builder must notify NVISIONU in writing within 60 days of the date of the purported error or incident in question. NVISIONU will not be responsible for any errors, omissions or problems not reported to the Company within 60 days. Please submit these to the support team at [support@nvisionu.com](mailto:support@nvisionu.com).

### **3.14 – GOVERNMENTAL APPROVAL OR ENDORSEMENT**

While NVISIONU may have a license to conduct business in a particular country as a direct seller, Visionary Builders shall not represent or imply that NVISIONU or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

### 3.15 – HOLDING APPLICATIONS OR ORDERS

Visionary Builders must not manipulate enrollments of new applicants and purchases of products. All Visionary Builder Online Applications and Agreements must be sent to NVISIONU through our online registration portal and are to be enrolled by the original Applicant.

### 3.16 – IDENTIFICATION

All Visionary Builders are required to provide their Social Security Number or a Business Number (EIN) to NVISIONU on the Visionary Builder Agreement. Upon enrollment, the Company will provide a unique Visionary Builder Identification Number to the Visionary Builder by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses.

### 3.17 – INCOME TAXES

You are responsible for complying with the tax laws in the jurisdiction where you reside. In United States of America, you are responsible for paying any applicable income tax on your taxable income generated through your organization. When you earn USD\$600.00 in commissions, you must provide NVISIONU with your Social Security Number (SSN), your Employer Identification Number (EIN) (if you are operating through a corporation). If you do not submit a valid SSN or any other number that is valid to your status in United States of America, you may be subject to possible withholding, processing fees, customer status change, and may be required to submit other tax documentation, as may be required in your specific case and irrespective of whether any such documentation is required for any other Visionary Builder. Any fines, penalties, interest, levies, costs or charges incurred by NVISIONU because of an incorrect tax number, account or name will be your responsibility, and you agree to reimburse and hold harmless NVISIONU and its successors and assigns for any fine, penalty, interest, levy, charge or costs incurred as a result of the omissions or inaccuracies noted above. NVISIONU will be collecting the relevant tax information from you solely for tax reporting purposes in United States of America and does not intend to use such information for any other purpose without your express written consent.

For other countries we do not collect any tax information as this will be the sole responsibility of you to ensure you are submitting the required information to your tax accountant.

#### *For purposes of clarity*

Each Visionary Builder is responsible for paying the applicable income tax in their location of employment (local, state, and federal) on any income generated as an Independent Visionary Builder. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If a Visionary Builder's business account is tax exempt, documentation to this effect must be provided to NVISIONU. Every year, NVISIONU will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (1) Had earnings of over \$600 in the previous calendar year; or (2) Made purchases during the previous calendar year in excess of \$5,000.

Retail customers are not required to provide any tax information.



As independent contractors responsible for the legal compliance of their own business Visionary Builders should consult with their own tax accountant, tax attorney, or other tax professional.

Each Visionary Builder accepts sole responsibility and agrees to pay all federal, state, provincial and local taxes on the value of trips, prizes or awards provided by NVISIONU, as required by the laws in the Visionary Builder's country of residency.

### 3.18 – INDEPENDENT CONTRACTOR STATUS

The legal relationship between NVISIONU and the independent Visionary Builders is intended to be one of independent contractor, with the specifics of that legal relationship agreed to be as follows:

**Control** – Subject to the terms of the Agreement, and other applicable laws, Visionary Builders shall have complete control and discretion over the operation of their independent businesses including, without limiting the nature of the foregoing, how much or how little time they may devote to their businesses, and shall be entitled to establish their own business goals, business hours, and business methods, policies and procedures.

**Ownership of Tools** – Visionary Builders shall be responsible for the ownership and acquisition of any business tools, equipment, assets, and expenses, and all business goods, services and intangibles that the Visionary Builder, in his/her discretion, believes necessary for the operation of its independent business including, without limiting the generality of the foregoing, the location and appointment of his or her business office, business cards, letterhead, computer equipment, motor vehicle(s), and other tools and equipment (e.g., phone, office supplies etc.) which he/she alone deems necessary for operation of his/ her business, all of which shall established and/or acquired by the Visionary Builder at his/her own expense. The Visionary Builder shall also maintain such insurance, such as liability, fire and theft insurance, during the term of this Agreement for the benefit of his/her business, in amounts as he/she deems appropriate, and at his/her own expense.

**Chance of Profit/Risk of Loss** – NVISIONU and he Visionary Builder agree that all expenses incurred by the Visionary Builder in the operation of his/her business shall be incurred on his/her own account, and be his/ her own responsibility. NVISIONU and the Visionary Builder also agree that the terms of the Visionary Builder's compensation under the Compensation Plan is entirely set out in the Compensation Plan, and accordingly, the chance of profit and the risk of loss inherent in the Compensation Plan, and inherent in the operation of the Visionary Builder's independent business, rests entirely with the Visionary Builder, with no "expense reimbursement" or "minimum compensation" being offered or guaranteed by NVISIONU whatsoever.

**No Power to Bind** – While a Visionary Builder shall be entitled to inform others that he/she is a Visionary Builder engaged by NVISIONU in an independent status, he/she shall at no time represent himself/herself to be an employee of NVISIONU, and shall clarify with others, where necessary, his/her status as an independent contractor of NVISIONU. The Visionary Builder has no authority (expressed or implied), to bind NVISIONU to any obligation, and shall not be construed as purchasers of a franchise or a business opportunity.

No Creation of Employment, Agency, Partnership, Franchise or Joint Venture Relationship – The legal relationship between NVISIONU and its Visionary Builders is not intended to create, and does not create, an employer/employee relationship, agency, partnership, franchise or joint venture relationship between NVISIONU and the Visionary Builders.

Treatment as Independent Contractor for Tax and Other Purposes – Accordingly, the Visionary Builder will not be treated as an employee of NVISIONU for federal tax purposes (including, but not limited to: federal income tax withholding or reporting requirements, federal unemployment insurance and any employee deductions, and other like taxes, and state employment standards rules and workers' compensation legislation purposes).

### 3.19 – INSURANCE

As noted above, a Visionary Builder may wish to arrange insurance coverage for his or her business. Homeowner's insurance policies typically do not cover business-related injuries or the theft of or damage to inventory or business equipment. Visionary Builders are advised to contact their insurance agents to make certain that their business property is protected.

### 3.20 – INTERNATIONAL MARKETING

Because of the critical legal and tax considerations, NVISIONU must limit the resale of NVISIONU products and the presentation of the NVISIONU business to prospective Customers and Visionary Builders located within the United States, U.S. Territories and Canada and those other countries that the Company has announced are officially opened by business. Moreover, allowing a few Visionary Builders to conduct business in markets not yet opened by NVISIONU would violate the concept of affording every Visionary Builder the equal opportunity to expand internationally.

Accordingly, Visionary Builders are authorized to sell NVISIONU products, and enroll Customers and Visionary Builders only in the countries in which NVISIONU is authorized to conduct business, as announced in official Company literature. NVISIONU products or sales aids cannot be shipped into or sold in any foreign country. Visionary Builders may sell, give, transfer, or distribute NVISIONU products or sales aids only in their home country. In addition, no Visionary Builder may, in any unauthorized country; (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Visionary Builders; or (c) conduct any other activity for the purpose of selling NVISIONU products, establishing a Marketing Organization, or promoting the NVISIONU opportunity.

### 3.21 – INVENTORY LOADING

Visionary Builders must never purchase any products in amounts that are commercially unreasonable, and must not influence or attempt to influence any other Visionary Builder to buy more products than they can reasonably use or sell to Customers in a month. Visionary Builders are not required to carry inventory of products or sales aids.

NVISIONU strictly prohibits the purchase of products or services or sales aids primarily for the purpose of qualifying for commissions, bonuses or advancement in the Compensation Plan.

Visionary Builders who breach this prohibition will be in fundamental breach of this Agreement, and in that event, this Agreement may be terminated by NVISIONU without notice.

### **3.22 – ADHERENCE TO LAWS AND ORDINANCES**

Visionary Builders shall comply with all federal and state laws and regulations in the conduct of their businesses. Many cities have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Visionary Builders because of the nature of their business. However, Visionary Builders must obey those laws that do apply to them. If a city official tells a Visionary Builder that an ordinance applies to him or her, the Visionary Builder shall be polite and cooperative, and immediately send a copy of the ordinance to the Business Ethics Department.

### **3.23 – MINORS**

A person who is recognized as a minor in his/her state or country of residence may not be a NVISIONU Visionary Builder. Visionary Builders shall not enroll or recruit minors into the NVISIONU program.

### **3.24 – ONE NVISIONU BUSINESS PER VISIONARY BUILDER AND PER HOUSEHOLD**

A Visionary Builder may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one NVISIONU business. No individual may have, operate or receive compensation from more than one NVISIONU business. Individuals of the same Household may not enter into or have an interest in more than one NVISIONU Business. A "Household" is defined as all individuals who are living at or doing business at the same address, and who are related by blood, marriage, domestic partnership, or adoption, or who are living together as a family unit or in a family-like setting.

In order to maintain the integrity of the NVISIONU Compensation Plan, husbands and wives, domestic partnerships, or common-law couples (collectively referred to herein as "spouses") who wish to become NVISIONU Visionary Builders must be jointly sponsored as one NVISIONU business. Spouses, regardless of whether one or both are signatories to the Visionary Builder Application and Agreement, may not own or operate any other NVISIONU business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another NVISIONU business in any form.

An exception to the one business per Visionary Builder/Household rule will be considered on a case by case basis if two Visionary Builders get married or move in together, or in cases of a Visionary Builder receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Business Ethics Department.

### **3.25 – ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS**

If any member of a Visionary Builder's immediate household engages in any activity which, if performed by the Visionary Builder, would violate any provision of the Agreement, such activity will be deemed a violation by the Visionary Builder and NVISIONU may take action pursuant to these Policies and Procedures against the Visionary Builder. Similarly, if any individual associated in any way with a Business Entity (collectively "affiliated individual") violates the Agreement, such action (s) will be deemed a violation by the entity, and NVISIONU may take disciplinary action against the Business Entity.



### 3.26 – REQUEST FOR RECORDS

Any request from a Visionary Builder for copies of invoices, applications, Visionary Builder Reports, or other records will require a fee of \$2.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

### 3.27 – DYNAMIC COMPRESSION OF ORGANIZATION

When a vacancy occurs in a Organization due to the termination of a NVISIONU business, the Marketing Organization may be rolled up as provided in this Section 3.27.

#### 3.27.1 – DYNAMIC COMPRESSION (GENERAL)

When a vacancy occurs in a Organization due to the termination of a NVISIONU Visionary Builder's Agreement, each Visionary Builder in the first level immediately below the terminated Visionary Builder on the date of the cancellation will be moved to the first level ("front line") of the terminated Visionary Builder's sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will "move-up" to A and become part of A's first level.

#### 3.27.2 – DYNAMIC COMPRESSION (EMERALD OR ABOVE)

If a Visionary Builder that was paid-as a Emerald or higher in the last four periods immediately preceding the termination of his or her Visionary Builder Agreement (whether voluntarily or involuntarily), the former Visionary Builder's Marketing Organization will only be rolled-up (as described above) under the following conditions:

1. If the former Visionary Builder's Sponsor has been paid-as a Emerald or higher at least once in the last four periods, then the Marketing Organization will immediately be moved-up.
2. If the Sponsor has not been paid-as a Emerald or higher at least once in the four periods preceding the date of the cancellation, then the Sponsor will be given the following six periods to be paid-as a Emerald or higher at least twice in the six periods. If the Sponsor promotes to Emerald in the last month of the six month period, then the Sponsor will be given the following period to qualify as a Emerald or higher again (to meet the 2 periods of being paid-as Emerald or higher).
  - a. If the Sponsor qualifies under these conditions, then the Marketing Organization of the canceled Visionary Builder will be moved-up upon the completion of the qualifications.
  - b. If the Sponsor does not qualify under these conditions, then the position of the canceled Visionary Builder will remain permanently vacant.

### 3.28 – SALE, TRANSFER OR ASSIGNMENT OF A NVISIONU BUSINESS

Although a NVISIONU business is a privately owned and independently operated business, the sale, transfer or assignment of a NVISIONU business, and the sale, transfer, or assignment of an interest in a business entity that owns or operates a NVISIONU business, is subject to certain limitations. If a Visionary Builder wishes to sell his or her NVISIONU business, or interest in a business entity that owns or operates a NVISIONU business, the following criteria must be met:

- a) The selling Visionary Builder must offer NVISIONU, in writing, the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. NVISIONU shall have fifteen (15) days from the date of receipt of the written offer to exercise its right of first refusal.
- b) The buyer or transferee must become a qualified NVISIONU Visionary Builder. The buyer or transferee must accept the NVISIONU Visionary Builder Agreement and the NVISIONU Policies and Procedures. If the buyer is an active NVISIONU Visionary Builder, he or she must first terminate his or her NVISIONU business and wait six (6) calendar months before acquiring any interest in a different NVISIONU business.
- c) Before the sale, transfer or assignment can be finalized and approved by NVISIONU, any debt obligations the selling party has with NVISIONU must be satisfied.
- d) The selling party must be in good standing and not in violation of any of the terms of the Agreement, or the Policies and Procedures, to be eligible to sell, transfer or assign a NVISIONU business.
- e) The buyer or transferee must pay a \$150 NVISIONU account transfer fee.
- f) If the seller has a NVISIONU account with a "Founder" title, the Founder title and any bonuses or Founder payments connected with the Founder title will not be transferred to the buyer or transferee.

Prior to selling an independent NVISIONU business or Business Entity interest, the selling Visionary Builder must notify NVISIONU's Business Ethics Department in writing and advise of his or her intent to sell his or her NVISIONU business or business entity interest. The selling Visionary Builder must also receive written approval from the Business Ethics Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of an independent NVISIONU business. All requests are based on the approval from the B.E.D team and submission of the request does not mean it has been approved.

### 3.29 – SEPARATION OF A NVISIONU BUSINESS

NVISIONU Visionary Builders may sometimes operate their NVISIONU businesses as husband-wife partnerships, regular partnerships, corporations, LLCs, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust, or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

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

- a) One of the parties may, with consent of the other(s), operate the NVISIONU business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize NVISIONU to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- b) The parties may continue to operate the NVISIONU business jointly on a "business-as-usual" basis, in which case all compensation paid by NVISIONU will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will NVISIONU split commission and bonus payments between divorcing spouses or members of dissolving entities. NVISIONU will recognize only one Organization and will issue only one commission

payment per NVISIONU business per commission cycle. Commission payments shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Visionary Builder Agreement shall be involuntarily cancelled.

If a former spouse has completely relinquished all rights in the original NVISIONU business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as a Visionary Builder. In either case, however, the former spouse or business affiliate shall have no rights to any Visionary Builders in their former organization or to any former Retail or Customer. They must develop the new business in the same manner as would any other new Visionary Builder.

### 3.30 – SPONSORING

All active Visionary Builders in good standing have the right to sponsor and enroll others into NVISIONU. Each prospective Visionary Builder has the ultimate right to choose his or her own Sponsor. Each Visionary Builder accepts sole responsibility and agrees to pay all federal, state, and local taxes on the value of trips, prizes or awards provided by NVISIONU, as required by the laws in the Visionary Builder's country of residency. If two Visionary Builders claim to be the Sponsor of the same new Visionary Builder, the Company shall regard the first application received by the Company as controlling.

When sponsoring a new Visionary Builder through the online enrollment process, the Sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, NVISIONU's Policies and Procedures, and the NVISIONU Compensation Plan. The Sponsor may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant. Accounts found to have breached this will be subject to immediate termination of their account.

### 3.31 – SUCCESSION

Upon the death or incapacitation of a Visionary Builder, his or her business may be passed to his or her heirs. Whenever a NVISIONU business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Visionary Builder's Organization provided the following qualifications are met. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper, such as:

- I. A certified copy of the death certificate
- II. A notarized copy of the will or other appropriate legal documentation establishing the heir's right to administer the business
- III. A copy of the heir's valid, government issued ID

Accordingly, a Visionary Builder should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument if the successor should decide to take over the deceased's NVISIONU business, the successor(s) will also be required to submit the following:

- I. Complete and execute a Visionary Builder Agreement;
- II. Comply with terms and provisions of the Agreement; and
- III. Meet all the qualifications for the deceased Visionary Builder's status.

If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a federal taxpayer identification number. NVISIONU will issue all bonus and commission payments and one 1099 to the business entity. The bonuses and commissions of a NVISIONU business transferred pursuant to this section will be paid jointly to the devisees. The devisees must provide NVISIONU with an "address of record" for proper completion.

Upon the death or incapacitation of a Visionary Builder, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Visionary Builder should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a NVISIONU business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Visionary Builder's Organization provided the following qualifications are met. The successor(s) must:

- a) Complete and execute a Visionary Builder Agreement;
- b) Comply with terms and provisions of the Agreement; and
- c) Meet all of the qualifications for the deceased Visionary Builder's status.

The bonuses and commissions of a NVISIONU business transferred pursuant to this section will be paid jointly to the devisees. The devisees must provide NVISIONU with an "address of record." If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a business number. NVISIONU will issue all bonus and commission payments and any applicable tax statements to the business entity. **ALL DOCUMENTS SUBMITTED WILL BE INSPECTED FOR ALTERATIONS. IF IT IS FOUND THAT THE DOCUMENTS HAVE BEEN ALTERED IN ANY WAY ALL ACCOUNTS WILL BE PLACED ON HOLD AND IN PLACED IN SUSPENSION.**

### 3.32 – TRANSFER UPON DEATH OF A VISIONARY BUILDER

To effectuate a testamentary transfer of a NVISIONU business, the Personal Representative or Executor of the estate of the deceased Visionary Builder must provide all necessary documentation to establish a successor's or successors' right to the subject NVISIONU business. The successor or successors must complete and execute a Visionary Builder Agreement and meet the other requirements set forth in Section 3.31. **ALL DOCUMENTS SUBMITTED WILL BE INSPECTED FOR ALTERATIONS. IF IT IS FOUND THAT THE DOCUMENTS HAVE BEEN ALTERED IN ANY WAY ALL ACCOUNTS WILL BE PLACED ON HOLD AND IN PLACED IN SUSPENSION.**

### 3.33 – TRANSFER UPON INCAPACITATION OF A VISIONARY BUILDER

To effectuate a transfer of a NVISIONU business because of incapacity, the Trustee of the incapacitated Visionary Builder must provide all necessary documentation to establish the right of the subject Trust and Trustee to the subject NVISIONU business. The Trustee must, on behalf of the Trust, complete and execute a Visionary Builder Agreement and meet the other requirements set forth in Section 3.31. **ALL DOCUMENTS SUBMITTED WILL BE INSPECTED FOR ALTERATIONS. IF IT IS**

**FOUND THAT THE DOCUMENTS HAVE BEEN ALTERED IN ANY WAY ALL ACCOUNTS WILL BE PLACED ON HOLD AND IN PLACED IN SUSPENSION.**

### 3.34 – TELEMARKETING TECHNIQUES

United States law restricts telemarketing practices and includes strict “Do Not Call” List provisions. Although NVISIONU does not consider Visionary Builders to be “telemarketers” in the traditional sense of the word, government regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$15,000.00 per violation for corporations and \$1,500 per violation for individuals).

Therefore, Visionary Builders must not engage in telemarketing in the operation of their NVISIONU businesses. The term “telemarketing” means the making of unsolicited telephone calls or faxes to an individual or entity to induce the purchase of a NVISIONU product, or to recruit them for the NVISIONU opportunity. “Cold calls” made to prospective Customers or Visionary Builders that promote either NVISIONU’s products or the NVISIONU opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Customer or Visionary Builder (a “prospect”) with whom the Visionary Builder has an “existing business relationship” is permissible provided that the Visionary Builder complies with all applicable rules and laws relating to same, including (1) disclosing the following information at the beginning of any call or fax: the purpose of the call or fax, a toll-free telephone number for questions or comments about the call or fax, the nature of the product or business interest being promoted, the identity of the person or organization on whose behalf the call is made, if any, the price of any product being promoted and any material restrictions, terms or conditions applicable to its delivery. :

For purposes of this section, an Existing Business Relationship shall arise from voluntary two-way communication between the Visionary Builder and the person whom they are calling and only in the following instances: (1) a product or service has been purchased by the person from the Distributor within the previous 18 months, (2) an inquiry or application has been made by the person of the Distributor within the previous 6 months, or (3) there is a written contract currently in effect between the person and the Distributor or that has expired within the previous 18 months.

Distributors who breach this section may have their Agreement with the Company terminated, without notice.

In addition, Visionary Builders shall not use automatic telephone dialing systems or software relative to the operation of their NVISIONU businesses. Visionary Builders shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the NVISIONU products or opportunity.

### 3.35 – BACK OFFICE ACCESS

NVISIONU makes online Back Offices available to its Visionary Builders. Back Offices provide Visionary Builders access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Visionary Builder’s NVISIONU business and to increase sales of NVISIONU products. Access to the Back Office is password



protected. Visionary Builders may not under any circumstance provide their Back Office login credentials to any other person or entity.

Access to the Back Office is a privilege and not a right. NVISIONU reserves the right to deny Visionary Builders' access to the Back Office at its sole discretion.

### 3.36 – NON-COMPETITION

If, during the term of the Agreement, you engage in a non-NVISIONU direct selling program, you will ensure that you operate your organization separately and apart from your non-NVISIONU program. To that end:

- You may not display NVISIONU promotional materials, sales aids, products, or services ("Promotional Materials") with or in the same location as any non-NVISIONU Promotional Materials (related to another direct selling program or its products), or in any manner or format that enables a viewer to contemporaneously view NVISIONU Promotional Material and non-NVISIONU Promotional Material. For example, you may not present NVISIONU Promotional Material and non-NVISIONU Promotional Material on or in the same website, blog, tweet, post, text, brochure, or other printed marketing material, signage, or electronic or other communication.
- You may not offer NVISIONU programs, opportunities, products, or services to prospective or existing NVISIONU customers or Visionary Builders in conjunction with any non-NVISIONU programs, opportunities, products, or services.
- You may not offer any non-NVISIONU programs, opportunities, products, or services at any NVISIONU-related meeting, seminar, convention, webinar, teleconference, or other event.

Notwithstanding the foregoing, during the term of the Agreement and for a period of six (6) months after the cancellation, expiration, or termination by either party for any reason of the Agreement, you agree not to directly or indirectly serve in any capacity as a Visionary Builder, representative, consultant, employee, agent, officer, director, shareholder, partner, Visionary Builder, or any parent or affiliate company of this company. This restriction applies to any geographic market which you (or your organization) serviced or within which you (or your organization) physically worked during the term of this agreement.

Reaching the rank of Diamond and above is very prestigious and requires a significant time commitment to NVISIONU. Additionally, Visionary Builders who have achieved the rank of Diamond and above are privy to additional NVISIONU confidential and trade secret information. To achieve this rank and participate in the Diamond Leadership Bonuses, it is important to be an example in all facets of the NVISIONU business and be dedicated to NVISIONU. Accordingly, notwithstanding the foregoing, during the term of the Agreement and for a period of six (6) months after the cancellation, expiration, or termination by either party for any reason of the Agreement, once you have achieved the rank of Diamond or above, you will not directly or indirectly serve in any capacity as a Visionary Builder, representative, consultant, employee, agent, officer, director, shareholder, partner, seller, distributor, member, or owner of or with any other multi-level marketing, party planning, or other direct sales company, regardless of the type of products or services offered by that new entity. This restriction applies to any geographic market which you (or your organization) serviced or within

which you (or your organization) physically worked during the term of this Agreement. Diamond ranking Visionary Builders may, however, purchase products from other multi-level marketing, party planning, or other direct sales company companies solely for their personal use.

You agree that NVISIONU has a protectable interest in its goodwill, confidential information, and trade secret information. You further acknowledge that any breach of your obligations under this Agreement would cause immediate and irreparable harm to NVISIONU for which monetary damages and other legal remedies could not adequately compensate.

You further acknowledge that the restrictions set forth in this Agreement are reasonable and restrict your conduct only to the extent necessary to protect, maintain, and preserve NVISIONU's business interests. You further warrant that you understand the legal and other consequences of entering into the covenants and agreements contained in this Agreement and that the enforcement of these provisions will cause no undue hardship to you. If any restriction contained in this Agreement are deemed to be unenforceable by a court of competent jurisdiction, you agree that such court may modify and enforce such restrictions to the extent it believes to be reasonable under the circumstances existing at that time.

## **SECTION 4 – RESPONSIBILITIES OF VISIONARY BUILDERS**

### **4.1 – CHANGE OF ADDRESS OR TELEPHONE**

To ensure timely delivery of products and support materials, it is important that NVISIONU's files are current. Street addresses are required for shipping. Visionary Builders planning to move should update their mailing address, email address and telephone number information via the support channel by submitting the online fillable form to [support@nvisionu.com](mailto:support@nvisionu.com). To guarantee proper delivery, two weeks advance notice must be provided to NVISIONU on all changes. All changes must have a valid filled in form along with a copy of your Government photo ID. You may be asked to provide more information to confirm the validity and identity of the request. Please be prepared to be asked for more detailed information. This is done to maintain the security of your account.

### **4.2 – ONGOING DEVELOPMENTAL OBLIGATIONS**

#### **4.2.1 – ONGOING TRAINING RECOMMENDED**

Any Visionary Builder who sponsors another Visionary Builder into NVISIONU must perform a bona fide assistance and training function to ensure that his or her downline Visionary Builders are properly operating their respective NVISIONU businesses. Visionary Builders must have ongoing contact and communication with the Visionary Builders in their Organizations. Examples of such contact and communications may include but not be limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Visionary Builders to NVISIONU meetings, training sessions, and other functions. Upline Visionary Builders are also responsible to motivate and train new Visionary Builders in NVISIONU product knowledge, effective sales techniques, the NVISIONU Compensation Plan and compliance with Company Policies and Procedures. Communication and the training of downline Visionary Builders must not, however, violate Section 3.2.

Visionary Builders must monitor the Visionary Builders in their marketing Organizations to ensure that downline Visionary Builders do not make improper product or business/earnings claims, or engage in any illegal or inappropriate conduct.

#### **4.2.2 – INCREASED TRAINING RESPONSIBILITIES**

As Visionary Builders progress through the various stages of leadership, they will become more experienced in Sales Techniques, Product Knowledge and an understanding of the NVISIONU Business Program. They will be called upon by NVISIONU from time to time to share this knowledge with lesser experienced Visionary Builders within their organization.

#### **4.2.3 – ONGOING SALES RESPONSIBILITIES**

Regardless of their level of achievement, Visionary Builders have an ongoing obligation to continue to personally promote sales through the generation of new Retail and Customers and through servicing their existing Customers.

#### **4.3 – NON-DISPARAGEMENT**

NVISIONU wants to provide Visionary Builders with the best products, compensation plan and service in the industry. Accordingly, we value constructive criticisms and comments. All such comments should be submitted in writing to the Customer Service Department. While NVISIONU welcomes constructive input, negative comments and remarks made in the field by Visionary Builders about the Company, its products or compensation plan serve no purpose other than to demotivate other NVISIONU Visionary Builders. For this reason, and to set the proper example for their Organization, Visionary Builders must not disparage, demean, or make negative remarks about NVISIONU, other NVISIONU Visionary Builders, NVISIONU Products, the Compensation Plan, or NVISIONU's directors, officers or employees.

#### **4.4 – PROVIDING DOCUMENTATION TO APPLICANTS**

Visionary Builders must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Visionary Builders before the applicant signs a Visionary Builder Agreement (or ensure that such individuals have access to these materials). In addition, copies of Policies and Procedures and Compensation Plan can be downloaded from NVISIONU's website. All policies are provided upon enrollment and accessible to review before accepting the terms of the site and the enrollment process.

#### **4.5 – REPORTING POLICY VIOLATIONS**

Visionary Builders observing a Policy violation by another Visionary Builder should submit a written report of the violation to the attention of the Business Ethics Department. Details of the incidents such as dates, numbers of occurrences, persons involved, and any supporting documentation should be included in the report. This should be submitted through the support channel and should be prepared like the example below:



Business Ethics Dept - Reporting a Violation

support@nvisionu.com

Business Ethics Dept - Reporting a Violation

To Business Ethics Dept,

My name is XXXXX my NVISIONU ID is XXXXX and I am reporting a violation.

I would like to report the following:

1. XXX

2. XXXX

3. XXXXX

Please see the attached proof etc...

Regards,

XXXXX

## SECTION 5 – SALES REQUIREMENTS

### 5.1 – PRODUCT SALES

The NVISIONU Compensation Plan is based on the sale of NVISIONU products to end consumers. Visionary Builders must fulfill personal and Organization retail sales requirements (as well as meet other requirement as set forth in the Agreement) in order to be eligible for bonuses, commissions and advancement to higher levels of achievement.

The following sales requirements must be satisfied for Visionary Builders to be eligible for commissions:

- Visionary Builders must satisfy the Personal Volume requirements to fulfill the requirements associated with their rank as set out in the NVISIONU Compensation Plan
- Visionary Builders must satisfy the Group Volume requirements to fulfill the requirements associated with their rank as set out in the NVISIONU Compensation Plan

### 5.2 – NO TERRITORY RESTRICTIONS

There are no exclusive territories granted to anyone. No franchise fees are required.

### 5.3 – INTERNATIONAL EXPANSION

Compliance with foreign laws regarding intellectual property, data privacy and protection, customs, taxation, literature content, and other direct selling guidelines is critical to successful international expansion of NVISIONU into new markets. Consequently, you are authorized to recruit and sponsor other Visionary Builders, or Customers only in countries in which NVISIONU has approved and that are listed in official NVISIONU literature, and only when following the policies and procedures of those countries. Unauthorized premarket opening activity may jeopardize NVISIONU's ability to enter a new market and may result in loss of opportunity for many other Visionary Builders. Because of the severe possible consequences, NVISIONU may terminate its Agreement with Visionary Builders who engage in unauthorized premarket

opening activity. You are not authorized to register product, trade names, trademarks, patents, web domains, or IP addresses in any country for or on behalf of NVISIONU.

You agree to indemnify NVISIONU for any such activity of yours that damages NVISIONU, including, but not limited to, loss of profit, loss of goodwill, any damages, and reasonable attorneys' fees.

If you want to sponsor Visionary Builders, or Customers in a country officially recognized as open, you must do all of the following:

- Be in good standing in the country of residence.
- Read, understand, and agree to follow the NVISIONU Policies and Procedures in place for that country.
- Agree to follow all applicable laws of that country.
- Agree to any tax withholdings that may be required for that country.

These Policies and Procedures apply only to sales by Visionary Builders in the United States and sales to customers in the United States. If NVISIONU authorizes you to sell products to customers in another territory, then there may be additional terms and/or another set of Policies and Procedures to which you agree to be bound. Only products that have been registered for sale in the United States may be promoted and sold in the United States. Without expanding the foregoing, Visionary Builders may sponsor and/or enroll Visionary Builders, or Customers globally, but only in countries NVISIONU has approved. Note that product availability may differ for countries whose residents purchase products on a not for resale (NFR) basis. For open markets, only products that have been registered for sale in that same country may be promoted and sold and such sales must comply with any authorizations by NVISIONU and terms or policies related to sales in those countries. Visionary Builders may not import products into any country that are not legally importable or saleable. You agree to follow all laws in any country into which you sponsor Visionary Builders, or Customers, including, but not limited to, all direct selling laws, all solicitation laws, all advertising laws, all claims laws, all tax laws, and any other laws that apply to operating a business organization in a foreign country.

#### 5.4 – SALES RECEIPTS

As all purchases will be made online: Records documenting online purchases made by Customers will be maintained by NVISIONU.

Invoice copies will be e-mailed to Customers at the time the contract is entered into.

#### 5.5-AUTOMATIC UPDATES TO STORED CREDIT/DEBIT CARDS

NVISIONU participates in account update services offered by some banks to help keep your credit card information up-to-date in our system. If your bank participates, this service will automatically update your card number and expiration date in our system. If you do not wish for your credit/debit card information to be automatically updated, you may opt out of these services by contacting your credit card issuing bank. Any automatic charges that may apply to your account because of one's failure to opt-out of this service, will not be refunded. NVISIONU will not be responsible for these charges.

## SECTION 6 – BONUSES AND COMMISSIONS

### 6.1 – BONUS AND COMMISSION QUALIFICATIONS

A Visionary Builder must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Visionary Builder complies with the Terms of the Agreement, NVISIONU shall pay commissions to such Visionary Builder in accordance with the Compensation Plan. The minimum amount for which NVISIONU will issue payment is \$25.00. If a Visionary Builder's commissions and bonuses do not equal or exceed \$25.00, the Company will accrue the bonuses and commissions until they total \$25.00. Payment will be issued once \$25.00 has been accrued.

Notwithstanding the foregoing, all commissions, bonuses or other compensation owed a Visionary Builder, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of a Visionary Builder's Visionary Builder Agreement.

### 6.2 – ADJUSTMENT TO BONUSES AND COMMISSIONS

#### 6.2.1 – ADJUSTMENTS FOR RETURNED PRODUCT

Visionary Builders receive bonuses and commissions based on arranging for the actual sales of products to end consumers. When a product is returned to NVISIONU for a refund or is repurchased by the Company, the bonuses and commissions attributed to this returned or repurchased product will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the bonuses and commissions are recovered, from the Visionary Builders who received bonuses and commissions on the sales of the refunded products. In the event that any such Visionary Builder terminates their Visionary Builder Agreement, and the amounts of the bonuses and commissions attributable to the returned products have not yet been fully recovered by the Company, the remainder of the outstanding balance may be set off against any amounts owed to the terminated Visionary Builder. **IF YOU ARE LOOKING FOR A REFUND PLEASE REFER TO OUR REFUND POLICY.**

#### 6.2.2 – PAYMENT CARD FEES

NVISIONU currently pays bonuses and commissions through a e-wallet system which includes a NVISIONU-brand debit card and on-line portal (when it becomes available). Currently, the Company pays all associated fees for this payment method. Company reserves the right to deduct any fees assessed to it as a result of such payment program or a Direct Deposit Program from the bonuses and commissions payable to Visionary Builders. In that event, NVISIONU shall provide at least 30 days prior notice to all Visionary Builders.

### 6.3 – REPORTS

All information provided by NVISIONU in any Visionary Builder Reports, including but not limited to Personal Volume and Group Volume (or any part thereof) and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to, the inherent possibility of human, digital, electronic, or mechanical error, the accuracy, completeness and timeliness of orders; the denial of credit card and electronic check payments;

returned products; credit card and electronic check chargebacks; the information is not guaranteed by NVISIONU or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED OR REPRESENTATIONS OF ANY KIND. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NVISIONU AND OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY VISIONARY BUILDER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES OR COMMISSIONS, LOSS OF OPPORTUNITY AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE INFORMATION) EVEN IF NVISIONU OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE FULLEST EXTENT PERMITTED BY LAW, NVISIONU OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of NVISIONU's online reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue the use of and access to NVISIONU's online and telephone reporting services and your reliance upon this information.

## **SECTION 7 – PRODUCT GUARANTEES, RETURN POLICY AND INVENTORY REPURCHASE**

### **7.1 – PRODUCT GUARANTEE**

NVISIONU offers a 100% 30 Day money back satisfaction guarantee (less shipping charges) to all Retail Customers, Customers and Visionary Builders.

**DIGITAL PRODUCTS:** NVISIONU offers all customers a 3-day money-back guarantee from the date of purchase for digital products.

**PHYSICAL PRODUCTS:** NVISIONU offers all customers a 30-day money-back guarantee from the date of purchase for physical products (\*less shipping handling charges and restocking fees).

***\*Please refer to the REFUND POLICY which can be found on the company site.***

If, for any reason, you are not satisfied with any NVISIONU product you buy, you may return the unused product to NVISIONU within 30 days for a full refund of the purchase price (*\*less shipping and handling charges, and the restocking fee*).

## 7.2 – RETURNS BY RETAIL CUSTOMER

NVISIONU offers, through its Visionary Builders, a 100% 30-day money back guarantee to all Customers. Every Visionary Builder is bound to honor the Customer guarantee. If, for any reason, a Customer is dissatisfied with NVISIONU product, the Customer may return the unused portion of the product to the Visionary Builder through whom it was purchased, or to the company directly within 30-days, for a replacement, exchange or a full refund of the purchase price (less shipping costs).

If a Customer returns a product to the Visionary Builder through whom it was purchased, the Visionary Builder may return it to the Company for an exchange or refund (less shipping).

### 7.2.1 – CUSTOMER RIGHT TO CANCEL

A Customer who makes a purchase has 7 (seven) days after the sale or execution of a contract to cancel their order and receive a full refund consistent with the cancellation notice on the order form or sales receipt. When a Visionary Builder makes a sale or takes an order from a Customer who cancels or requests a refund within the applicable period, the Visionary Builder must promptly refund the Customer's money as long as the products are returned to the Visionary Builder in substantially as good condition as when received. Visionary Builders must orally inform Customers of their right to cancel a purchase or an order within the applicable time period, and ensure that the date of the order or purchase is entered on the order form or sales receipt. All Customers must be provided with a copy of an official NVISIONU sales receipt at the time of the sale. The back of the receipt provides the Customers with written notice of his or her rights to cancel the sales transaction.

## 7.3 – RETURN OF INVENTORY AND SALES AIDS BY VISIONARY BUILDERS UPON CANCELLATION

Upon cancellation of a Visionary Builder's Agreement, the Visionary Builder may return unused product only for a refund. In order to receive a refund from NVISIONU pursuant to this policy, the following requirements must be met:

- a) The items being returned must have been personally purchased by the Visionary Builder from NVISIONU (Purchases from other Visionary Builders or third parties are not subject to refund); b) The items must be in Resalable condition (see Definition of "Resalable" below); and
- c) The items must have been purchased from NVISIONU within one year prior to the date of cancellation

Upon receipt of a Resalable Visionary Builder Starter Kit and/or Resalable products and sales aids, the Visionary Builder will be reimbursed 90% of the net cost of the original purchase price. Shipping charges incurred by a Visionary Builder when the items were purchased, and return shipping fees, will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If a Visionary Builder was paid a bonus or commission based on a product that he or she purchased, and such product is subsequently returned for a refund, the bonus and/or commission that was paid to the Visionary Builder based on that product purchase will be deducted from the amount of the refund.

Products and sales aids shall be deemed "Resalable" 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) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and 4) they are returned to



NVISIONU within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be Resalable.

#### **7.4 – PROCEDURES FOR ALL RETURNS**

The following procedures apply to all returns for refund, repurchase or exchange:

##### **7.4.1 – CUSTOMER AND RETAIL CUSTOMER RETURNS**

Customers and Retail Customers may return product for refund or exchange pursuant to Section 7.2 above. Customers return products directly to the Company. Customers return products directly to the Company or to the Visionary Builder through whom the product(s) were purchased. If a Customer or a Retail Customer returns the product(s) directly to the Company, the Visionary Builder should assist the Customer or Retail Customer to insure that the following procedures are followed:

- a) The Customer or Retail Customer must first obtain a Return Authorization Form by contacting Customer Support. This Return Authorization Form will have an authorization number attached to it and it must be written on each carton returned.
- b) If an exchange is requested, a completed order form with the exchange products must be included with the return
- c) Proper shipping cartons and packing materials are to be used in packaging the products being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to NVISIONU shipping pre-paid. NVISIONU does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Customer or Retail Customer who returned the product. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Customer or Retail Customer to trace the shipment.

##### **7.4.2 – VISIONARY BUILDER RETURNS**

The following procedures apply to all returns by a Visionary Builder, whether the return is of products returned by a Customer pursuant to Section 7.2, a return of products by a Visionary Builder pursuant to Section 7.1, or a return of products and/or sales aids upon the cancellation of the Visionary Builder's NVISIONU business pursuant to Section 7.3.

- a) All merchandise must be returned by the Visionary Builder who purchased it directly from NVISIONU, or who arranged the sale of merchandise to the Customer from NVISIONU.
- b) The return must be accompanied by the original invoice and a completed and signed Product Return Form.
- c) Proper shipping cartons and packing materials are to be used in packaging the products being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to NVISIONU shipping pre-paid. NVISIONU does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Visionary Builder. If returned product is not received by the Company's Distribution Centre, it is the responsibility of the Visionary Builder to trace the shipment.
- d) If a Visionary Builder is returning merchandise to NVISIONU that was returned to him or her by a personal Customer, the product must be received by NVISIONU within ten (10) days from the date on which the Customer

returned the merchandise to the Visionary Builder. No refund or credit will be issued, or exchanged of the product will be made if the conditions of these rules are not met.

#### 7.4.3 – RETURNS POLICY

NVISIONU is confident that you'll love everything you purchase from us. We offer a 30-day money back guarantee (excluding shipping and handling charges and the restocking fee) to all customers. For digital products and services offered NVISIONU offers a 3-Day money back guarantee.

After 30 days, NVISIONU offers a 50% refund of the purchase price (\*excluding shipping and handling charges and restocking fee) on the return of all unopened and unused product. We will happily refund the purchase price (\*excluding shipping and handling charges and restocking fee) of returned item(s) to the original form of payment. Any returns after 31 days from when the customer receives their order will not be accepted.

RETURN & REFUND POLICY – ON PHYSICAL			
Product Return Timeframe	Refund of Purchase Price	Refund of Shipping and Handling Fees	Customer responsible for return shipment cost
Order returned within 7 days after delivery date	FULL	NO	NO
Order returned after 7 days and before 30 days after initial delivery date	FULL	NO	NO
Order returned after 31 days after initial delivery date	NO	NO	N/A
RETURN & REFUND POLICY – ON DIGITAL PRODUCTS			
Product Return Timeframe	Refund of Purchase Price	Refund of Shipping and Handling Fees	Customer responsible for return

			shipment cost
Order returned within 3 days after delivery date	FULL	N/A	N/A
Order returned after 3 days after initial delivery date	NO	N/A	N/A

**\*Note:** Some products and/or promotional orders in which the customer purchased will be considered non-exchangeable and non-refundable, there will be no refund offered on promotional items.

**\*\*** If a regular order purchased is being returned the entire order must be returned in order to receive a full refund, we do not accept partial order returns. The customer will not receive a refund.

FEES TABLE	
FEES	AMOUNT IN USD
Restocking Fee	\$35.00 USD

### Items Not Eligible for Return

Please note that we do not accept returns of final sale merchandise or products that are specified as non-returnable or non-refundable in its description, unless they are faulty.

### How To Return Your Order

Returns on items eligible for returns are accepted within 30 days of receipt (please see the rules above for specific time frames). Items must be returned unopened/unused, in their original packaging. To return product for a refund, you must return the products directly to NVISIONU and follow the steps listed below:

1. You must first obtain a Product Return Authorization Form (PRA) by contacting the NVISIONU Customer Support team at email: [returns@nvisionu.com](mailto:returns@nvisionu.com)

In order to receive authorization for the return, the Customer Support will send you a form to fill out labelled 'Product Return Authorization Form'. In this form you will need to include what is being returned and the reason for the return. Once this form is received, if approved you will receive a Product Return Authorization Label

2. Once the PRA has been approved from Customer Support you will be responsible to prepare the items to be shipped and ensure to receive a tracking number from the postal service. You will be required to reply to the (PRA approval email) initiated for the refund and supply the Customer Support team with the tracking number. ***Please see the approved packaging for returns.***

3. **Proper shipping** cartons and packing materials must be used in packaging the products being returned. All returns must be sent by a tracking number to reduce the risk of loss products. NVISIONU will not issue a refund if the product is not received by NVISIONU. The risk of loss in shipping for returned product shall be on the Customer returning the product. If returned product is not received by the NVISIONU's Warehouse Receiving Center, it is the responsibility of the Customer to trace the shipment.

4. The items must be returned to NVISIONU within 30 days from the date of purchase. ***\*Please refer to the table above for the time frame requirements***

Please ship all items to:

**NVISIONU Returns**  
23345 N 23rd Ave, Suite 100  
Phoenix, AZ 85027

5. Any merchandise that is identified at the time of sale as non-returnable, discontinued, promotional or as a seasonal item, **may not be returned for a refund.**

## **SECTION 8 – DISPUTE RESOLUTION AND CONTRACTUAL REMEDIES**

### **8.1 – CONTRACTUAL REMEDIES**

Violation of the Agreement, these Policies and Procedures, violation of any common law, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Visionary Builder that, in the sole discretion of the Company may damage its reputation or goodwill (such act or omission need not be related to the Visionary Builder's NVISIONU business), may result, at NVISIONU's discretion, in one or more of the following corrective measures:

- a) Issuance of a written warning;
- b) Requiring the Visionary Builder to take immediate corrective measures;
- c) NVISIONU may withhold from a Visionary Builder all or part of the Visionary Builder's bonuses and commissions during the period that NVISIONU is investigating any conduct allegedly violating the Agreement (If a Visionary Builder's business is cancelled for disciplinary reasons the Visionary Builder will not be entitled to recover any commissions or bonuses withheld during this period);
- d) Suspension of the individual's Visionary Builder Agreement for one or more pay periods;

- e) Involuntary termination of the offender's Visionary Builder Agreement; or
- g) Any other measure expressly allowed within any provision of the Agreement or which NVISIONU deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Visionary Builders policy violation or contractual breach.

In situations deemed appropriate by NVISIONU, the Company may institute legal proceedings for monetary and/or equitable relief.

## 8.2 – COMPLAINTS

When a Visionary Builder has a complaint with another Visionary Builder regarding any practice or conduct in relationship to their respective NVISIONU businesses, the complaining Visionary Builder should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline Sponsor. If the matter involves interpretation or violation of any Company policy, it must be reported in writing to the Visionary Builder Business Ethics Department through the support channel. Subject line should read "COMPLAINT". The Visionary Builder Business Ethics Dept. will review the facts and attempt to resolve it. If the facts and circumstances don't allow the Integrity Administrator to come to a resolution. The Chief Compliance and Legal Officer will make a final decision.

## 8.3 – CLASS ACTION WAIVER

No party shall assert any claim as a class, collective, or representative action if the amount of the party's individual claim exceeds \$1,000. This paragraph shall be enforceable where the applicable law permits reasonable class action waivers, and shall have no effect otherwise. In any case this class action waiver provision, as well as any other provision, is severable in the event it is found to be unenforceable or inapplicable in a particular case.

The parties agree that class action claims are not arbitrable under any circumstances; but in the event a court of competent jurisdiction declines to certify a class, all individual plaintiffs shall resolve any and all remaining claims of law by way of individual arbitration.

## 8.4 – MEDIATION

Prior to instituting any arbitration as provided in section 8.5 below, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney fees, costs and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Toronto, Ontario, or at such other city in Canada as NVISIONU may determine is practicable considering the location of the Visionary Builder and shall last no more than two business days.

If mediation is unsuccessful the parties both agree that any dispute will be settled by binding arbitration instead of a lawsuit.



## 8.5 – ARBITRATION

**If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, will be settled by arbitration. The parties waive all rights to trial by jury or to any court.** The arbitration will be filed with, and administered by, the American Arbitration Association (“AAA”) or Judicial Arbitration and Mediation Services (“JAMS”) under their respective rules and procedures. The **Commercial Arbitration Rules and Mediation Procedures** of the AAA are available at the AAA’s website at [adr.org](http://adr.org). The **Streamlined Arbitration Rules & Procedures** of JAMS are available at the JAMS website at [jamsadr.com](http://jamsadr.com). Copies of the AAA’s **Commercial Arbitration Rules and Mediation Procedures** or JAM’s **Streamlined Arbitration Rules & Procedures** will be emailed to Visionary Builders upon request to the Visionary Builder Conduct and Education Department.

Notwithstanding the rules of the AAA or JAMS, all of the following will apply to all arbitration actions:

- The Federal Rules of Evidence will apply in all cases.
- The parties will be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
- The parties will be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The arbitration will occur within 180 days from the date on which the arbitrator is appointed and will last no more than five business days.
- The parties will be allotted equal time to present their respective cases, including cross examinations.

All arbitration proceedings will be held in the state of Delaware. There will be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration will be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator will be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate will survive the cancellation or termination of the Agreement.

The parties and the arbitrator will maintain the confidentiality of the entire arbitration process and will not disclose to any person not directly involved in the arbitration process:

- The substance of, or basis for, the controversy, dispute, or claim
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration
- The terms or amount of any arbitration award
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case

Notwithstanding the foregoing, nothing in these Policies and Procedures will prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, a preliminary injunction, a permanent injunction, or other relief available to safeguard and protect its intellectual property rights and/or to enforce its rights under the section of the agreement labelled non-solicitation.

Arbitration will only be conducted on an individual basis, and if it is determined, despite the clear and unambiguous intent of the parties as stated in the Agreement, to permit arbitration other than on an individual basis, the arbitration will immediately be terminated and neither party will be under any obligation to continue arbitration. In the case of such termination, or if this arbitration clause is deemed inapplicable or invalid, or is otherwise deemed to allow for litigation of dispute in court, both parties waive, to the fullest extent allowed by law, any right to pursue claim, or participate as a plaintiff or a class member in any claim on a class, collective, or consolidated basis, or in a representative capacity.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- a) The substance of, or basis for, the controversy, dispute, or claim;
- b) The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- c) The terms or amount of any arbitration award; or
- d) The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

#### LIMITED LEGAL PROCEEDINGS

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party 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 its intellectual property rights and/or to enforce its rights under the non solicitation provision of the Agreement.

Either party may, if necessary, commence legal proceedings in a court of competent jurisdiction in order to enforce a final decision of an arbiter.

In any legal proceeding relating to the Agreement, both parties agree to waive all right to any trial by jury.

#### 8.6 – GOVERNING LAW, JURISDICTION AND VENUE

Jurisdiction and venue of any matter not subject to arbitration will reside in the states of Delaware, unless the laws of the state or country in which the Visionary Builder resides expressly require otherwise, despite this jurisdiction clause. By signing the Agreement, you consent to jurisdiction within these two forums. The laws of the state of Delaware will govern disputes involving the Agreement.

Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

## SECTION 9 – PAYMENT AND SHIPPING

### 9.1 – RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND ACCOUNT ACCESS

A Visionary Builder shall not permit other Visionary Builder or Retail Customers or Customers to use his or her credit cards, or permit debits to his or her checking accounts, to enroll or to make purchases from the Company. We have a strict 1 person per card rule. All persons found to be using 1 card for multiple transactions will result in immediate suspension.

### 9.2 – SALES TAXES

Visionary Builders shall also not be treated as an employee for purposes of the taxes and other like sales taxes. If NVISIONU is required to charge any such taxes in respect of its supplies of goods or services to Visionary Builders or to NVISIONU's direct retail customers, NVISIONU will collect and remit these taxes in respect of its sales as appropriate. However, NVISIONU is not responsible for collecting or remitting any sales taxes on Visionary Builders' behalf. Rather, all Visionary Builders shall be responsible for collecting and remitting all applicable local, and federal sales taxes, and for all other federal tax compliance obligations imposed on their business, although, as set out below, NVISIONU may at its discretion enter into sales tax collection agreements with the federal taxing authorities.

In creating the NVISIONU opportunity, one of our guiding philosophies has been to free our Visionary Builder from as many administrative, operational, and logistical tasks as possible. In doing so, Visionary Builder are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, NVISIONU relieves Visionary Builder of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales tax.

Accordingly, NVISIONU reserves the right to enter into sales tax collection agreements with the federal taxing authorities which could relieve Visionary Builders of the burdens of collecting and remitting sales taxes. Where applicable, NVISIONU will notify Visionary Builders of the implementation of such agreements, and will charge and collect sales taxes accordingly.

Where COMPANY chooses to enter into a sales tax collection agreement Visionary Builders agree that NVISIONU may jointly elect on the Visionary Builders' behalf to have the applicable procedures, including all sales and goods tax, apply where approval has been granted by the applicable tax authority.

Where NVISIONU has been approved to operate under any such agreements, Visionary Builders shall follow the appropriate procedures.

By virtue of its business operations, NVISIONU is required to charge sales taxes on all purchases made by Visionary Builders, Customers and Retail Customers, and remit the taxes charged to the respective states. Accordingly, all orders submitted to the Company must include the appropriate sales taxes. As of right now the tax has been incorporated into the cost of the pack. If for any reason the amount of tax changes the Company reserves the right to adjust all pricing to accommodate the changes.

#### 9.2.1 SALES TAXES INTERNATIONAL (NFR)

NVISIONU is required to collect and remit the sales tax based on the purchase price of the products, according to the applicable tax rates in the state to which the shipment is destined.

## INTERNATIONAL COUNTRIES

NVISIONU offers shipping throughout the United States and countries internationally. NVISIONU offers shipments of products on a Not For Resale (NFR) basis in countries where NVISIONU is not officially operating, provided it is permitted and legal to do so. Packages that get held up by the local customs in a country is at the responsibility of the customer. NVISIONU is not liable for Duties, Taxes, or other fees required for you to receive your package. Carriers may vary depending on your location.

Any questions concerning retail sales tax requirements should be directed to your tax advisor.

### 9.3 – SHIPPING POLICY

NVISIONU will normally ship products within 2-3 weeks from the date on which it receives an order. NVISIONU will 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 NVISIONU receives additional inventory. Please refer to the Shipping, Returns, Refunds and Cancellation Policy found on the website.

### 9.4 – NFR (NOT FOR RESALE)

In some countries, Visionary Builders, or Customers may purchase NVISIONU products on a not-for-resale (NFR) basis as retail customers. If you purchase NFR products, you may not resell them.

## SECTION 10 – INACTIVITY AND CANCELLATION

### 10.1 – EFFECT OF CANCELLATION

As long as a Visionary Builder remains active and complies with the terms of the Agreement, NVISIONU shall pay commissions and bonuses to such Visionary Builder in accordance with the Compensation Plan. A Visionary Builder's bonuses and commissions constitute the entire consideration for the Visionary Builder's efforts in generating sales and all activities related to the generating of sales (including building an Organization) shall be considered incidental thereto. Following a Visionary Builder's non-renewal of his or her Visionary Builder Agreement, or voluntary or involuntary cancellation of his or her Visionary Builder Agreement (all of these methods are collectively referred to as "cancellation"), the former Visionary Builder shall have no right, title, claim or interest to the Organization which he or she operated, or any commission or bonus from the sales generated by the organization. A Visionary Builder whose business is cancelled will lose all rights as a Visionary Builder. This includes the right to sell NVISIONU products and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Visionary Builder's former Organization. In the event of cancellation, Visionary Builders agree to waive all rights they may have, including but not limited to; property rights to their former Organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Organization.

Following a Visionary Builder's cancellation of his or her Visionary Builder Agreement, the former Visionary Builder shall not hold himself or herself out as a NVISIONU Visionary Builder and shall not have the right to sell NVISIONU products. A Visionary Builder whose Visionary Builder Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

All requests must be received in writing to [support@nvisionu.com](mailto:support@nvisionu.com) all requests must include:

1. Username and ID
2. Date of Resignation
3. Reason for Resignation

## 10.2 – INVOLUNTARY CANCELLATION

A Visionary Builder's violation of any of the Terms of the Agreement, including any amendments that may be made by NVISIONU in its sole discretion, may result in any of the sanctions listed in 8.1, including the involuntary cancellation of his or her Visionary Builder Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed or delivered to an express courier for delivery to the Visionary Builder's last known address, email address, or fax number, or to his or her attorney, or when the Visionary Builder receives actual notice of cancellation whichever occurs first.

NVISIONU reserves the right to terminate all Visionary Builder Agreements upon thirty (30) days written notice in the event that it elects to:

- a) Cease business operations;
- b) Dissolve as a corporate entity; or
- c) Terminate the distribution its products via direct selling.

## 10.3 – VOLUNTARY CANCELLATION

A participant in this Direct Selling program has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The written notice must include the Visionary Builder's signature, printed name, address and Visionary Builder ID Number.

## 10.4 – NON RENEWAL

A Visionary Builder may also voluntarily cancel his or her Visionary Builder Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew a Visionary Builder's Agreement upon its anniversary date.

## SECTION 11 – GLOSSARY OF TERMS



## **ACTIVE VISIONARY BUILDER**

A Visionary Builder who satisfies the minimum Personal Retail requirements, as set forth in the NVISIONU Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions for particular month

## **ACTIVE RANK**

The term "active rank" refers to the current rank of a Visionary Builder, as determined by the NVISIONU Compensation Plan, for any pay period. To be considered "active" relative to a particular rank, a Visionary Builder must meet the criteria set forth in the NVISIONU Compensation Plan for his or her rank. (see the definition of Rank below)

## **ADVANCEMENT BONUS**

Bonuses achieved for reaching pre-determined ranks in the compensation plan. These bonuses may be subject to required timelines and at times will include matching bonuses to uplines

## **AFFILIATED PARTY**

A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

## **AGREEMENT**

The contract between the Company and each Visionary Builder includes the Visionary Builder Application and Agreement, the NVISIONU Policies and Procedures, the NVISIONU Compensation Plan and the Business Entity Registration Form (where appropriate), all in their current form and as amended by NVISIONU in its sole discretion . These documents are collectively referred to as the Agreement.

## **BUSINESS ENTITY**

A corporation, partnership, trust, limited liability company, or other type of entity that enrolls as a Visionary Builder.

## **CANCEL**

The termination of a Visionary Builder's business. Cancellation may be either voluntary or involuntary through non-renewal or inactivity.

## **COMMISSIONABLE PRODUCTS**

All NVISIONU Products on which commissions and bonuses are paid. Visionary Builder Starter Kits and Sales Aids are not commissionable products.

## **COMMISSIONABLE VOLUME**

This is the volume on which commissions are paid

## **COMPANY**

The term "Company" as it is used throughout the Agreement refers to NVISIONU.

## **DOWNLINE LEG**

Each one of the individuals enrolled immediately underneath you and their respective Organizations represents one “leg” in your marketing organization

## **DOWNLINE**

See “Organization” below

## **DYNAMIC COMPRESSION**

The method by which a vacancy in a Organization left by a Visionary Builder who’s Visionary Builder Agreement has been cancelled is filled.

## **GROUP**

All of the Visionary Builders sponsored below a particular Visionary Builder, down to the first Visionary Builder of the rank of Lead Consultant or above in each Downline leg.

## **GROUP VOLUME**

The Personal Volume of a Visionary Builder and each of the Visionary Builders in the Visionary Builder’s Group. See the definitions of “Volume” and “Group” above and “Personal Volume”.

## **IMMEDIATE HOUSEHOLD**

All individuals who are living at or doing business at the same residential address, and who are related by blood or marriage, or who are living together as a family unit or in a family-like setting. A household includes, but is not limited to, spouses, heads-of-household, and dependent family members residing in the same residence.

## **INACTIVE**

An individual can be enrolled only once in 12 months. If any Visionary Builder does not place pay for their monthly \$19.99 for 12 consecutive months, that Visionary Builder is considered inactive. Please read further for detailed information.

## **LEVEL**

The layers of downline Visionary Builders in a particular Visionary Builder’s Organization. This term refers to the relationship of a Visionary Builder, relative to a particular upline Visionary Builder, determined by the number of Visionary Builders between them who are related by Sponsorship. For example if A sponsors B, who sponsors C, who sponsors D, who sponsors E; then E is on A’s fourth level.

## **ORGANIZATION**

The Visionary Builders sponsored below a particular Visionary Builder.

## **OFFICIAL NVISIONU MATERIAL**

Literature, audio or video presentations, and other materials developed, printed, published and distributed by NVISIONU to Visionary Builders.

## **PERSONAL SPONSOR**

The Visionary Builder directly above another Visionary Builder in the genealogy is considered to be the Personal Sponsor

## **PERSONAL VOLUME**

The total Volume of products sold in a calendar month: a) By the Company to a Visionary Builder

- b) By the Company to the Visionary Builder's Retail Customers
- c) By the Company to the Visionary Builder's Customers

## **RANK**

The title that a Visionary Builder has achieved pursuant to the NVISIONU Compensation Plan. "Title Rank" refers to the highest rank a Visionary Builder has achieved in the NVISIONU compensation plan at any time. "Paid-As Rank" refers to the rank at which a Visionary Builder is qualified to earn commissions and bonuses during the current pay period.

## **RECRUIT**

For purposes of NVISIONU's Conflict of Interest Policy (3.10), the term recruit means the actual or attempted sponsorship, solicitation, enrollment, encouragement or effort to influence in any other way, either directly, indirectly or through a third party another NVISIONU Visionary Builder or Customer to enroll or participate in another multilevel marketing, network marketing or Direct Sales opportunity.

## **REPLICATED WEBSITE**

A website provided by NVISIONU to Visionary Builders which utilizes website templates developed by NVISIONU. The cost of the Replicated Website is included in the Visionary Builder Starter Kit purchase.

## **RESALABLE**

Products and Sales aids shall be deemed Resalable if each of the following elements is satisfied a) They are unopened and unused

- b) Packaging and labeling has not been altered or damaged
- c) They are in a condition such that it is a commercially reasonable practice with in the trade to sell the merchandise at full price and
- d) They are returned to NVISIONU within one year from the date of purchase

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

## **RETAIL SALES**

Sales to Customers and Retail Customers. If a sale is made to a Customer or Retail Customer who subsequently submits a NVISIONU Visionary Builder Agreement within 30 days from the date of the sale or if an immediate household family member of the Customer or Retail Customer submits a NVISIONU Visionary Builder Agreement within 30 days of the sale, such sale shall not constitute a Retail Sale.

## **RETAIL CUSTOMER**

An individual who purchases NVISIONU products from NVISIONU as arranged by a Visionary Builder but who is not a participant in the NVISIONU Compensation Plan. A Retail Customer may participate in the NVISIONU Visionary Builder Program by registering as a Customer at his or her Visionary Builder's NVISIONU website. Any person wishing to become a Visionary Builder and receive remunerations for building an organization must purchase a Visionary Builder Kit to get involved and earn from the Compensation Plan.

## **SELLING BONUSES**

Bonuses received as a result of arranging for the sale of products to others.

## **SOCIAL MEDIA**

Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, Myspace, Twitter, LinkedIn, Instagram, Pinterest, Delicious, and YouTube.

## **SPONSOR**

A Visionary Builder who enrolls another Visionary Builder into the Company and is listed as the Sponsor on the Visionary Builder Application and Agreement. The act of enrolling others and training them to become Visionary Builders is called "sponsoring"

## **VISIONARY BUILDER STARTER KIT**

A selection of NVISIONU Training Material, product samples and business support literature that each new Visionary Builder is required to purchase.

## **VISIONARY FOUNDER'S "FOUNDER'S"**

Visionary Builders that joined the organization and purchased the Founders Pack will be included in the Founders vision. These packages are limited to 10,000 founder packs. Once they are all sold this packager will no longer be available. You will then be recognized as a Founder.

## **VISIONARY BUILDER REPORT**

An online report generated by NVISIONU that provides critical data relating to the identities of Visionary Builders, Sales Information, and enrollment activity of each Visionary Builder's Organization. This report contains confidential and trade secret information which is proprietary to NVISIONU and is accessible to Visionary Builders through the Back Office.

#### **UNI-LEVEL BONUSES**

These are the bonuses paid on the sales of Visionary Builders below you. The percentages you are paid and the number of levels you are paid are based on your Paid As Title regardless of the titles of the people below you.

#### **UPLINE**

This term refers to the Visionary Builder or Visionary Builders above a particular Visionary Builder in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Visionary Builder to the Company