



**eleVitae**

## **Policies & Procedures Document**

# Table of Contents

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Section 1: General Information .....	3	Section 3: Operating an Independent Elevitae Business.....	9
1.1 Overview .....	3	3.1 General Marketing Standards .....	9
1.2 Purpose of Policies .....	3	3.2 Adherence to the Elevitae Compensation Plan	9
1.3 Independent Contractor Status.....	3	3.3 "Warm Market" .....	9
1.4 Code of Ethics .....	3	3.4 Prohibited Marketing Methods and Practices	10
1.4.1 Integrity and Accountability.....	3	3.4.1 Telemarketing.....	10
1.4.2 Deceptive and Unlawful Practices .....	3	3.4.2 E-mail Solicitation (SPAM) .....	10
1.4.3 Honesty in Representing Elevitae.....	3	3.4.3 Flyers/Pamphlets.....	10
1.4.4 Compliance with Standards of Practice.....	3	3.4.4 TV/Radio Advertising.....	10
1.4.5 Compliance with Code of Ethics.....	4	3.4.5 Job/Employment Board Postings.....	10
1.5 Application, Policies and Compensation Plan Constitute the Agreement .....	4	3.4.6 Third Party Verification (TPV) .....	10
1.6 Changes to the Agreement .....	4	3.4.7 Classifieds.....	10
1.7 Delays.....	4	3.4.8 "Door-to-Door" Sales .....	10
1.8 Agreement and Provisions Severable .....	4	3.4.9 Monetized Websites .....	10
1.9 Waiver .....	4	3.4.10 Online Retail and Auction .....	10
Section 2: Becoming An Affiliate .....	5	3.5 Permitted Marketing Practices and Methods	11
2.1 Requirements to Become an Affiliate.....	5	3.5.1 E-mails.....	11
2.2 Term and Renewal of an Elevitae Business.....	5	3.5.2 Social Media.....	11
2.2.1 Affiliate Membership Fee .....	5	3.5.3 Websites .....	11
2.2.2 Annual Renewal Fee .....	5	3.5.4 Links and Banner Ads.....	11
2.3 Sponsoring.....	5	3.5.5 Search Engine Advertising .....	12
2.4 Change of Sponsor .....	5	3.5.6 Trade Shows .....	12
2.4.1 Incorrect Sponsor.....	6	3.6 Advertising.....	12
2.4.2 Reassignment of Sponsor .....	6	3.6.1 Sales Aids and Support Materials.....	12
2.5 Cross-Sponsoring.....	6	3.6.2 Domain Names and E-mail Addresses .....	12
2.6 Cancellation and Reapplication .....	6	3.6.3 Trademarks and Copyrights.....	12
2.6.1 Cancellation and Reinstatement.....	7	3.6.4 Reassignment of Trade Names .....	13
2.7 Business Entities .....	7	3.7 Unauthorized Claims and Actions .....	13
2.7.1 Multiple Business Entities .....	7	3.7.1 Indemnification .....	13
2.7.2 Corporations .....	7	3.7.2 Income Claims.....	13
2.7.3 LLCs .....	7	3.7.3 Products and Services Claims.....	13
2.7.4 Partnerships.....	8	3.7.4 Medical & Health Claims.....	13
2.7.5 Trusts.....	8	3.8 Conflicts of Interest .....	14
2.7.6 Changes to a Business Entity .....	8	3.8.1 Targeting Other Direct Sellers.....	14
2.8 Actions of Household Members or Affiliated Individuals .....	8	3.8.2 Affiliate Participation in Other Direct Selling Programs .....	14
2.9 "Team Names" .....	9		

3.9	Online Portal Access .....	14
3.9.1	<i>Organizational Activity (Genealogy) Reports</i> .....	14
3.10	Governmental Approval or Endorsement .....	15
3.11	Insurance .....	15
3.12	Restructured Markets .....	15
3.13	Adherence to Laws and Ordinances .....	15
3.14	Media Inquiries .....	15
3.15	Contacting Media Outlets .....	15
	Section 4: Responsibilities of Affiliates .....	16
4.1	Continuing Development Obligations .....	16
4.1.1	<i>Ongoing Training</i> .....	16
4.1.2	<i>Increased Training Responsibilities</i> .....	16
4.1.3	<i>Ongoing Sales Responsibilities</i> .....	16
4.2	Non-disparagement .....	16
4.3	Reporting Violations of the Agreement .....	16
4.4	Vendor Confidentiality/Communications .....	16
	Section 5: Bonuses and Commissions .....	17
5.1	Bonus and Commission Qualifications .....	17
5.2	Bonus and Commission Issuance .....	17
5.2.1	<i>Processing Fee(s)</i> .....	17
5.2.2	<i>Unclaimed Bonuses and Commissions</i> .....	17
5.2.3	<i>Direct Deposit &amp; Third-Party Debit Cards</i> .....	17
5.2.4	<i>Tax Withholdings</i> .....	17
5.3	Excess Inventory and Bonus Buying .....	17
5.4	Reports .....	17
5.5	Errors or Questions .....	18
	Section 6: Product Guarantees, Returns, and Re-Purchasing .....	18
6.1	Product Guarantee and Rescission .....	18
6.2	Rescission .....	18
6.3	Informing Customers .....	18
6.4	Return of Inventory and Sales Aid Upon Termination .....	19
6.5	Procedures for All Returns .....	19
6.6	Chargebacks and Commission Reversal .....	19
	Section 7: Dispute Resolution and Disciplinary Proceedings .....	19
7.1	Disciplinary Sanctions .....	19
7.1.1	<i>Violation Appeals</i> .....	20
7.2	Grievances and Complaints .....	20
7.3	Mediation .....	20
7.4	Arbitration .....	20
7.5	Governing Law, Jurisdiction and Venue .....	21

	Section 8: Selling or Transferring Your Elevitae Business .....	21
8.1	Sale, Transfer, or Assignment .....	21
8.2	Separation of an Elevitae Business .....	21
8.3	Succession .....	22
8.4	Transfer Upon Incapacitation of an Affiliate .....	22
8.5	Transfer Upon Death of an Affiliate .....	22
	Section 9: Inactivity and Cancellation .....	22
9.1	Effect of Cancellation .....	22
9.2	Cancellation Due to Inactivity .....	23
9.3	Involuntary Cancellation .....	23
9.3.1	<i>Involuntary Termination Due to Violation of Terms</i> .....	23
9.3.2	<i>Involuntary Termination Due to Change in Elevitae Business</i> .....	23
9.4	Voluntary Cancellation .....	23
9.5	Non-renewal .....	23
9.5.1	<i>Reassignment</i> .....	23
	Section 10: Definitions .....	24

## Section 1: General Information

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### 1.1 Elevitae Overview

Elevitae, LLC AKA EleVitae ("the Company" or "we", "us", "our") is a direct sales and network marketing company providing customized personal business development opportunities to a network of individual entrepreneurs in the USA, Canada, and European countries through the Elevitae website. Including any global expansion plans as well. Through these entrepreneurial networks and company websites, EleVitae connects to customers by offering unique products for home, health, family, and social lives.

### 1.2 Purpose of Policies

The Company employs a Direct Sales/ Multi-level Marketing model to reach residential and commercial Customers. Throughout the Policies and Procedures ("Policies"), the Compensation Plan, and the Affiliate Membership Registration (collectively the "Agreement") generally, such services are referred to as the "Products and Services." It is important that Affiliates understand that their success and the success of their fellow Affiliates depend on the integrity of the men, women, and businesses that market the Products and Services. To clearly define the relationship that exists between the Affiliates and the Company, and to explicitly set a standard for acceptable business conduct, the Company has established the Policies.

Affiliates shall comply with all the terms and conditions set forth in the Agreement, including, in particular, the Policies, all of which the Company may amend from time to time at its sole and absolute discretion. Affiliates shall review the information in the Policies carefully, as they explain and govern the relationship between Affiliates and the Company. If Affiliates have any questions or require clarification regarding the Policies, they should contact their Sponsor or the Company for more information.

### 1.3 Independent Contractor Status

Affiliates are direct sellers and independent contractors and are not purchasers of a franchise or a business opportunity. The Agreement between the Company and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Affiliates, unless set forth by the Company. Affiliates shall not be treated as an employee for his/her or its services, for tax purposes, unemployment, or workers compensation. Affiliates are responsible for paying applicable taxes due in their local region from all compensation earned as an Affiliate of the Company. The Affiliate has no authority (express or implied) to bind the Company to any obligation. Each Affiliate shall establish his/her hours of work, and goals for advancement under the Compensation Plan. The Affiliate understands that they are not eligible for any benefit typically associated with employment, including but not limited to unemployment compensation, medical benefits, sick pay, vacation pay, workers compensation, nor any type of pension plan.

### 1.4 Code of Ethics

#### 1.4.1 Integrity and Accountability

Affiliates shall conduct themselves with integrity and professionalism in all matters related to the Company. Affiliates shall be accountable for their conduct when interacting with the Company, Customers, and other Affiliates.

#### 1.4.2 Deceptive and Unlawful Practices

Affiliates shall not engage in any deceptive, unlawful, or unethical conduct, including, but not limited to, any Customer acquisition or Affiliate recruitment practice that may be detrimental to or reflect poorly on the Company or its corporate team, the Direct Selling industry, or other Affiliates.

#### 1.4.3 Honesty in Representing Elevitae

Affiliates shall read and understand the Affiliate Membership Registration (the "Application"), the Policies and Procedures (the "Policies"), the Compensation Plan, and the Terms and Conditions of any applications or agreements provided to Customers and information about Company products and services. Affiliates shall truthfully and accurately represent the rights and obligations associated with these documents, without providing misleading information or false expectations to potential Customers or Affiliates. Any claims, representations, or statements that Affiliates make regarding the Company shall be consistent with those included in the literature and materials provided by the Company.

#### 1.4.4 Compliance with Standards of Practice

Affiliates shall abide by all applicable laws and regulations, including without limitation, any and all local, state, and federal laws that govern their independent business and the markets in which the Company operates (collectively, the "Standards of Practice"). Affiliates agree that it is their responsibility to learn about, understand, and comply with the Standards of Practice and remain informed regarding the same, as they may change or be amended from time to time.

### 1.4.5 Compliance with Code of Ethics

Affiliates shall uphold this Code of Ethics and recognize that its effectiveness will require diligence and persistence to create awareness among all Affiliates. Affiliates shall not, in any way, attempt to persuade, induce, or coerce another party to breach this Code of Ethics. The Company shall consider any such action as a violation of this Code of Ethics and thereby a violation of the Policies.

## 1.5 Application, Policies and Compensation Plan Constitute the Agreement

The Policies, in their present form and as amended at the sole and absolute discretion of the Company, are incorporated into, and form an integral part of, the Agreement. Throughout the Policies, when the term "Agreement" is used, it collectively refers to the Registration, the Policies, the Compensation Plan, and the Business Entity Registration Form (where appropriate), all in their current form and as amended by the Company in its sole and absolute discretion. It is the responsibility of Affiliates to read, understand, adhere to, and ensure that they are aware of and operating under the most current version of the Agreement. When sponsoring or enrolling a new Affiliate, it is the responsibility of the sponsoring Affiliate (the "Sponsor") to ensure that the prospective Affiliate is provided with, or has online access to, the most current version of the Agreement prior to the prospective Affiliate's execution of the Registration.

## 1.6 Changes to the Agreement

Because the Standards of Practice, as well as the business environment, may periodically change, the Company reserves the right to amend the Agreement at its sole and absolute discretion. By submitting the Registration, the prospective Affiliate agrees to abide by all amendments or modifications to the Agreement that the Company elects to make.

Amendments shall take effect thirty (30) days after publication of notice that the Agreement has been modified. As described above, notice shall be made by one or more of the following methods:

- a) Posting on the Company's official web site: <https://elevitae.com>;
- b) Electronic mail (e-mail); [support@elevitae.com](mailto:support@elevitae.com)
- c) Inclusion in Company communications;
- d) Inclusion in bonus/commission mailings;
- e) Special mailings;
- f) Open conference calls to the field;
- g) Company Social Media

The continuation of an Affiliate's Elevitae business or an Affiliate's acceptance of bonuses or commissions constitutes acceptance of any and all amendments to the Agreement.

## 1.7 Delays

The Company shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond the Company's reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, or government decrees or orders. Additionally, the respective vendors/partners are independent from the Company and the Company does not control or influence independent system operators, vendors, or government agencies. These dependencies can affect commission payments, among other things. The Company shall be held harmless for delays in commissions or other consequences of circumstances beyond its reasonable control.

## 1.8 Agreement and Provisions Severable

If any provision of the Agreement, in its current form or as 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.

## 1.9 Waiver

The Company never gives up its right to insist on strict compliance with the Agreement and the Standards of Practice. No failure of the Company to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the Company's right to demand exact compliance with the Agreement. Waiver by the Company can be of the Company. The Company waiver of any particular breach by an Affiliate shall not affect or impair the Company's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Affiliate. Nor shall any delay or omission by the Company to exercise any right arising from a breach affect or impair the Company's rights as to that or any subsequent breach.

The existence of any claim or cause of action of an Affiliate against the Company shall not constitute a defense to the Company's enforcement of any term or provision of the Agreement.



## Section 2: Becoming An Affiliate

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### 2.1 Requirements to Become an Affiliate

To become an Elevitae Affiliate, each applicant must:

- a) Be at least eighteen (18) years of age;
- b) Reside in the United States (except for the states of Montana, North Dakota, South Dakota, and Wyoming) or other countries where Elevitae operates;
- c) Provide Elevitae with his/her business' valid Government Issued Identification Number (i.e. Social Security or Business Identification Number or DNI);
- d) Submit a properly completed Affiliate Registration to the Company, to be evaluated and approved at the Company's sole discretion;

Employees, immediate household members, and employees of vendors/partners of Elevitae or any of its subsidiaries are not permitted to enroll as Affiliates.

### 2.2 Term and Renewal of an Elevitae Business

#### 2.2.1 Affiliate Membership Fee

All Affiliates are required to pay the yearly Affiliate Membership Fee. Unless an Affiliate requests otherwise by submitting in writing to the Company at its principal business address at least ten (10) days prior to the renewal date, the Affiliate Membership Fee will be automatically charged to the credit card provided by the Affiliate at the time of enrollment.

#### 2.2.2 Annual Renewal Fee

The term of the Agreement is one (1) year from the date of the Company's acceptance of the Affiliate's Registration (subject to prior termination pursuant to Section 8). Affiliates wishing to continue their Independent Elevitae business following the expiration of the term of the Agreement must renew the Agreement for subsequent one (1) year terms by paying an annual renewal fee of \$99 and continuing to comply with the Agreement. In the event the Affiliate has maintained an active account for twelve (12) calendar months, the renewal fee will be automatically charged. In the event of inactivity for the last (180) days, the Affiliate's position will be automatically terminated by the Company, unless the Affiliate requests otherwise by submitting in writing to the Company, at its principal business address at least thirty (30) days prior to the renewal date. At its sole discretion, the Company may waive this fee for one or more Affiliates. The waiver of this fee in one calendar year does not indicate or guarantee the waiver of subsequent years' fees.

### 2.3 Sponsoring

All Active Affiliates in good standing have the right to sponsor others into the Company (limited to the criteria listed in section 2.1). Each prospective Affiliate has the ultimate right to choose his/her, or its own Sponsor. If two Affiliates claim to be the Sponsor of the same new Affiliate, the Company shall regard the first Affiliate Registration received by the Company as controlling.

An Affiliate may not represent that he, she, or it will provide any accounts, customers, or Affiliates to a prospective Affiliate.

This means that Affiliate may not:

- a) Offer to furnish a prospective Affiliate with existing or potential accounts, customers, or Affiliates;
- b) Require, recommend, or suggest one or more customer or Affiliate locators or lead generating companies;
- c) Provide a list of customer or Affiliate locator or lead generating companies;
- d) Collect a fee on behalf of one or more customer or Affiliate locators or lead generating companies; or
- e) Otherwise offer to assist the prospective Affiliate in obtaining his or her own accounts, customers, or Affiliates.

Advertising and general advice about business development and training shall not be considered as providing accounts, customers, or Affiliates. In addition, Affiliates may engage in the activities listed above after (but not before) an Affiliate is enrolled.

### 2.4 Change of Sponsor

Maintaining the integrity of sponsorship is critical for the success of every Affiliate and Marketing Organization. Accordingly, the transfer of an Elevitae business from one Sponsor to another is not permitted except as provided in this section.

### 2.4.1 Incorrect Sponsor

In cases in which someone sponsors new Affiliate other than the individual they were led to believe would be their Sponsor, Affiliates may request that they be transferred to another organization with their entire Marketing Organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made, in writing to the Company ([support@elevitae.com](mailto:support@elevitae.com)), within twenty-four (24) hours from the time of enrollment. Affiliates requesting the change have the burden of proving that they were placed beneath the wrong Sponsor.

### 2.4.2 Reassignment of Sponsor

Affiliates may request a change in sponsorship under the following circumstances:

- a) Affiliates can be re-assigned to another Sponsor within the lesser of
  - a. Five (5) business days from their enrollment, or
  - b. Prior to the end of the first weekly commission period

Written approval for the change in sponsorship is required from the current Sponsor, the new Sponsor, and the Company ([support@elevitae.com](mailto:support@elevitae.com));

- b) Affiliates may request a change of sponsorship after the lesser of 5 business days or the end of the first commission period with written proof of any of the following:
  - a. Misrepresentation of income potential or facts about the Company;
  - b. Sponsor has violated policies to recruit new Affiliate;
  - c. Sponsor has cancelled or been terminated from Company; or
  - d. Sponsor has cross-recruited new Affiliate for another business venture.

Written proof or other evidence will need to be sent to the Company within 14 days of enrollment. The Company will then research the information submitted and will make a decision within 30 days of submitting documentation.

Affiliates waive any and all claims against Elevitae that relate to or arise from changes in the lines of sponsorship.

## 2.5 Cross-Sponsoring

Actual or attempted Cross-Sponsoring is strictly prohibited. "Cross-Sponsoring" is defined as 1) the enrollment of an individual who, or entity that, already has a current Affiliate Agreement on file with the Company, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. 2) The enrollment of an individual or entity that has a known existing relationship with a different Affiliate. The use of a spouse or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal identification numbers, fictitious identification numbers or any strawman, or other artifice to circumvent this policy is prohibited. Affiliates shall not demean, discredit, or defame other Affiliates in an attempt to entice another Affiliate to become part of the first Affiliate's Marketing Organization. This policy shall not prohibit the transfer of an Elevitae business in accordance with section 2.4.

If an Affiliate discovers Cross-Sponsoring, that Affiliate shall bring it to the Company's attention immediately. The Company may take disciplinary action or sanctions against the Affiliate that changed organizations and/or those Affiliates who encouraged or participated in the Cross-Sponsoring. The Company may also move all or part of the offending Affiliate's Marketing Organization to his/her original line of sponsorship if the Company deems it equitable and feasible to do so. However, the Company is under no obligation to move the Cross-Sponsored Affiliate's Marketing Organization, and the ultimate disposition of the organization remains within the sole discretion of the Company.

Affiliates waive all claims and causes of action against Elevitae arising from or relating to the disposition of the cross-sponsored Affiliate's marketing organization.

## 2.6 Cancellation and Reapplication

Affiliates may legitimately change Marketing Organizations by voluntarily canceling the Agreement in written form and remaining inactive (e.g., no sales of the Services and Products, no sponsoring, no attendance at any Company events, and no participation in any other form of Affiliate activity or operation of any other Elevitae business) for:

- a) Six (6) calendar months, if the Affiliate holds a Membership Position of Regional Manager Rank or lower, or
- b) Twelve (12) calendar months if the Affiliate holds a Membership Position of Diamond Rank or higher

Following the period of inactivity, the former Affiliate may reapply under a new Sponsor; however, the Affiliate's former downline will remain in the original line of sponsorship. The Company will consider waiving the waiting period under exceptional circumstances. Such requests for waiver must be submitted in writing to the Company ([support@elevitae.com](mailto:support@elevitae.com)).

### 2.6.1 Cancellation and Reinstatement

Affiliates that cancelled their account voluntarily may request in writing ([support@elevitae.com](mailto:support@elevitae.com)) reinstatement of their Agreement with their original Sponsor within six (6) calendar months of cancellation, with an understanding of the following:

- a) Repayment of any amounts refunded as a result of the cancellation reversal
- b) The reactivation of the account does not warrant a bonus reset, nor make the Affiliate eligible for any bonuses, commissions, ranks, or promotions for which they were not eligible at initial enrollment
- c) In the event that the personally enrolled customers or Affiliates of the Affiliate have been reassigned pursuant to section 8.6, those customers and/or Affiliates will not be moved back to the reactivating Affiliate

Following receipt of request for reinstatement, please allow up to three (3) business days for processing. The Affiliate will receive communication from Elevitae Support Team following the completion of reinstatement.

## 2.7 Business Entities

A corporation, Limited Liability Company (LLC), partnership, or trust (collectively, a "Business Entity") may apply to be an Affiliate.

### 2.7.1 Multiple Business Entities

An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in up to two (2) Elevitae businesses. Each Affiliate however, may only maintain one personal Affiliate position. Elevitae does allow an individual to have interest in an additional business entity or partnership position. This additional entity will be required to provide appropriate proof of entity as described in section 2.7. Any position in which an individual maintains an interest as described above, must be maintained under the same sponsor as the initial position; unless the Affiliate follows the provisions set forth in section 2.6 of these policies. Additionally, Elevitae will not permit more than two Affiliates or Affiliate entity positions at the same address. In order to maintain the integrity of the Elevitae Agreement, Policies, and Compensation Plan, husbands and wives or common-law couples (collectively "spouses") may own and operate separate distributorships. Those who wish to do so must either: (1) be sponsored by the same Affiliate; or (2) one spouse must personally sponsor the other spouse. Entry of separate positions does not exempt either spouse from the provisions set forth in section 2.8

### 2.7.2 Corporations

In order for a corporation to become an Affiliate, the corporation shall provide the Company with the following:

- a) A completed Registration submitted by an authorized officer of the corporation;
- b) A copy of the corporate Articles of Incorporation that has been file stamped by the Secretary of State in the state of incorporation;
- c) A completed Business Entity Registration Form, including the full name, address, and Social Security number of (1) each shareholder of the corporation who owns more than 5% of the outstanding stock of the corporation; (2) each officer of the corporation; and (3) each director of the corporation;
- d) A copy of the official notification from the Internal Revenue Service issuing the Federal Employer Identification Number (FEIN) for the corporation;
- e) A copy of the corporate resolution authorizing the corporation to enter into the Agreement; and
- f) A letter from the corporation designating one individual, who must be at least eighteen (18) years of age, as the responsible party for the corporation's operations and sales.

Except as permitted by section 2.7.1, it is not permissible for any shareholder, officer, or director of a corporation that is applying to be an Affiliate to have been within six (6) calendar months preceding the execution of the Registration an Affiliate: (1) as an individual, (2) as a partner of another Affiliate partnership, (3) as a stockholder, officer, or director of an Affiliate corporation, (4) as a member of another Affiliate limited liability company, or (5) as a trustee or a beneficiary of an Affiliate trust.

### 2.7.3 LLCs

In order for an LLC to become an Affiliate, the LLC shall provide the Company with the following:



- a) A completed Registration submitted by a member or manager of the LLC with authority to enter into the Agreement;
- b) A copy of the Articles of Organization that has been file stamped by the Secretary of State in the state of organization;
- c) A completed Business Entity Registration Form, including the full name, address, and Social Security number of each member, manager and officer of the LLC along with a copy of the LLC Operating Agreement;
- d) A copy of the official notification from the Internal Revenue Service issuing the Federal Employer Identification Number (FEIN) for the LLC; and
- e) A letter from the LLC designating one individual, who must be at least eighteen (18) years of age, as the responsible party for the LLC's operations.

Except as permitted by section 2.7.1, it is not permissible for any member or manager of a limited liability company that is applying to be an Affiliate to have been within six (6) calendar months preceding the execution of the Registration an Affiliate: (1) as an individual, (2) as a partner of another Affiliate partnership, (3) as a stockholder, officer, or director of a Affiliate corporation, (4) as a member of another Affiliate limited liability company, or (5) as a trustee or a beneficiary of a Affiliate trust.

#### **2.7.4 Partnerships**

In order for a partnership to become an Affiliate, the partnership shall provide the Company with the following:

- a) A completed Registration submitted by a partner with authority to enter into the Agreement;
- b) A copy of the partnership agreement executed by all partners;
- c) A completed Business Entity Registration Form, including the full name, address, and Social Security number of each partner;
- d) A copy of the official notification from the Internal Revenue Service issuing the Federal Employer Identification Number (FEIN) for the partnership;
- e) A copy of the consent of the partnership to enter into the Agreement; and
- f) A letter from the partnership designating one individual, who must be at least eighteen (18) years of age, as the responsible party for the partnership's operations.

Except as permitted by section 2.7.1, it is not permissible for any partner or limited partner of a partnership that is applying to be an Affiliate to have been within six (6) calendar months preceding the execution of the Application an Affiliate: (1) as an individual, (2) as a partner of another Affiliate partnership, (3) as a stockholder, officer, or director of an Affiliate corporation, (4) as a member of another Affiliate limited liability company, or (5) as a trustee or a beneficiary of an Affiliate trust.

#### **2.7.5 Trusts**

In order for a trust to become an Affiliate, the trust shall provide the Company with the following:

- a) A completed Application submitted by all trustees of the trust;
- b) A complete copy of the trust agreement;
- c) A completed Business Entity Registration Form, including the full name, address, and Social Security number of each trustee and beneficiary;
- d) A copy of the official notification from the Internal Revenue Service issuing the Federal Employer Identification Number (FEIN) for the trust; and
- e) A letter from the trustees designating one individual, who must be at least eighteen (18) years of age, as the responsible party for the trust's operations and sales.

Except as permitted by section 2.7.1, it is not permissible for any trustee or beneficiary of a trust applying to be an Affiliate trust to have been an Affiliate: (1) as an individual; (2) as a partner of an Affiliate partnership; (3) as a stockholder, officer, or director of an Affiliate corporation; or (4) as a trustee or a beneficiary of another Affiliate trust, within six (6) calendar months preceding the trust's execution of the Registration.

#### **2.7.6 Changes to a Business Entity**

Affiliates may change their status under the same Sponsor from an individual to a corporation, partnership, LLC, trust, or from one type of entity to another. Affiliates seeking such a change must comply with section 2.6. There is a \$100.00 fee for the second time and each additional change requested, which must be included with a new Application in a new name. Such changes shall be processed only once per year and must be submitted by November 30 to become effective on January 1 of the following year.

### **2.8 Actions of Household Members or Affiliated Individuals**

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

in any way with a corporation, partnership, LLC, or trust ("Affiliated Individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and the Company may take disciplinary sanctions against the entity.

## 2.9 "Team Names"

The Company understands and encourages the building of teams and the cohesion associated with them. Elevitae, however, does not recognize any "Team Name" as an official entity. Matters pertaining to such things as the Agreement, events, operations, infrastructure, etc., will be done directly with the Affiliate. The Company will not address concerns with a "Team Name" on a group basis. The Company prohibits any Affiliate from using a "Team Name" to incite a group of Affiliates to operate in a manner inconsistent with the directives of the Company and/or this Agreement. In addition, "Teams" are not permitted to create any marketing or support materials except as defined in Section 3.

# Section 3: Operating an Independent Elevitae Business

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## 3.1 General Marketing Standards

When promoting the Company to any prospective Customer, Affiliates must adhere to the following general marketing standards:

- a) Identify himself or herself as an Independent Affiliate of the Company, who is neither an employee of Elevitae, nor acting on behalf of the Company or its officers.
- b) Provide clear and accurate information about:
  - a) Elevitae and other vendor service offerings including disclosures about pricing plans and appropriate terms;
  - b) Be professional and courteous to all potential and current Customers of Elevitae and all affiliate partners.
  - c) When enrolling customers, you agree to disclose the Company's policies regarding credit verification and deposit options (if applicable) and third party verification (TPV) phone calls. Prior to the execution of any enrollment by the Customer, you must orally inform the Customer of these policies, and you must direct the Customer to the terms and conditions presented on the Customer registration; under no circumstances may any TPV be assisted or completed by the Affiliate.

## 3.2 Adherence to the Elevitae Compensation Plan

Affiliates shall adhere to the terms of the Compensation Plan as set forth in official Company literature. Affiliates shall not:

- a) Offer the Elevitae Opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Company literature;
- b) Require or encourage other current or prospective Customers or Affiliates to participate in the Elevitae Opportunity in any manner that varies from the program as set forth in official Company literature;
- c) Require or encourage other current or prospective Customers or Affiliates to execute any agreement or contract other than official Company agreements and contracts; and
- d) Require or encourage other current or prospective Customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the Compensation Plan other than those purchases or payments identified as recommended or required in official Company literature.

The Company will investigate Customer inquiries and complaints concerning an Affiliate's marketing practices. Disciplinary Sanctions as provided in Section 6.1 shall be taken when deemed appropriate by the Company.

## 3.3 "Warm Market"

Elevitae Products and Services, affiliated partner services, and the Elevitae Opportunity are designed primarily to be marketed through an Affiliate's "Warm Market". For the purpose of this document, "Warm Market" is defined as an individual with whom the Affiliate has an "established business or personal relationship". This means a prior or existing relationship formed by a voluntary two-way communication between an Affiliate and a person, on the basis of:

- a) The prospect's purchase of products from the Affiliate; or a financial transaction between the prospect and the Affiliate, within the six (6) months immediately preceding the date of a solicitation to induce the prospect's purchase of Elevitae Products or enrollment in the Elevitae Opportunity;
- b) An inquiry, application, purchase or transaction by the person regarding products offered by such Affiliate; or
- c) A personal or familial relationship, which relationship has not been previously terminated by either party;

### 3.4 Prohibited Marketing Methods and Practices

Certain methods and practices may not be employed at any time to market, offer, promote, or advertise the products, services, or opportunity of Elevitae products, its compensation plan, or any other aspect of the Company. Affiliates who fail to comply with Section 3.4 will be subject to the Disciplinary Sanctions set forth in Section 6.1.

#### 3.4.1 Telemarketing

The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of an Elevitae product or service, or to recruit them for the Elevitae opportunity.

Affiliates must not engage in telemarketing in the operation of their Elevitae businesses. The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although the Company does not consider Affiliates to be "telemarketers" in the traditional sense of the word, these 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.

However, a telephone call(s) placed to a prospective Customer or Affiliate (a "prospect") in the Affiliate's "Warm Market" is not considered telemarketing and is therefore permissible, as long as the calls are on an occasional basis only and not a routine practice.

In addition, Affiliates shall not:

- a) Use automatic telephone dialing systems, AI, robots, or software relative to the operation of their Elevitae businesses;
- b) Place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the Elevitae products, services or opportunity;

#### 3.4.2 E-mail Solicitation (SPAM)

Affiliates are prohibited from sending e-mails outside of their Warm Market for the purpose of acquiring Customers or Affiliates.

#### 3.4.3 Flyers/Pamphlets

The distribution of flyers or pamphlets not produced by Elevitae (as outlined in 3.6.1) for the purpose of acquiring customers or Affiliates is prohibited.

#### 3.4.4 TV/Radio Advertising

Affiliates shall not utilize radio or television media for the advertising or promotion of the Services or the Elevitae Opportunity.

#### 3.4.5 Job/Employment Board Postings

Affiliates are strictly prohibited from marketing the Elevitae Opportunity on employment and/or job board resources, including but not limited to indeed.com, careerbuilder.com, and ziprecruiter.com.

#### 3.4.6 Third Party Verification (TPV)

Third Party Verification (TPV), if required, may only be completed by the enrolling Customer. Disciplinary sanctions as outlined in section 6.1 will be taken to the fullest extent if this policy is violated.

#### 3.4.7 Classifieds

The use of the website [www.craigslist.com](http://www.craigslist.com) or any derivative thereof is strictly prohibited from use to market the Elevitae products and opportunity.

#### 3.4.8 "Door-to-Door" Sales

"Door-to-Door" sales are prohibited for the purpose of acquiring Customers or Elevitae Affiliates. Disciplinary sanctions as outlined in section 6.1 will be taken to the fullest extent if these policies are violated.

#### 3.4.9 Monetized Websites

Affiliates may not monetize their Elevitae Personalized Website through affiliate programs, pay-per-click or cost-per-impression advertising, selling as space, accepting donations, accepting sponsored posts or articles, adSense, or similar programs. Disciplinary sanctions as outlined in section 6.1 will be taken to the fullest extent if these policies are violated.

#### 3.4.10 Online Retail and Auction

Affiliates are prohibited from listing or selling on eBay, Amazon, or any other online retail store or ecommerce site.

An Affiliate who becomes aware that a third party to whom he or she sells Elevitae Products and Services on any

online retail store or ecommerce site must immediately discontinue all sales to the third party. Disciplinary sanctions as outlined in section 6.1 will be taken to the fullest extent if these policies are violated.

### 3.5 Permitted Marketing Practices and Methods

The Company permits marketing Practices and Methods described in this section. However, Affiliates must adhere to the stated procedures for each practice when marketing the Elevitae Opportunity or its Products and Services. Affiliates who fail to comply with Section 3.5 will be subject to the Disciplinary Sanctions set forth in Section 6.1.

#### 3.5.1 E-mails

Affiliates are permitted to use E-mail to market, sell, advertise, promote, or discuss the Elevitae Opportunity and the Products and Services. Mass emails/SPAM as described in section 3.4.6 above are not permitted.

In addition to the General Marketing Standards in Section 3.1, an Affiliate using e-mail solicitation must comply with the following:

- a) Have a functioning return e-mail address to the sender;
- b) Include a notice in the e-mail that advises the recipient that they may reply or that future e-mail solicitations have an "opt-out" notice. All "opt-out" requests must be honored;
- c) Include their physical mailing address;
- d) Clearly disclose that the message is an advertisement or solicitation; and
- e) Use of deceptive subject lines or false header information is prohibited.

#### 3.5.2 Social Media

Social Media sites are relationship-building sites, and the Company recognizes their importance to the sales process. As such, Affiliates may use social media (e.g., blogs, glogs, chat rooms, etc.) or social networks (e.g., Facebook, Instagram, TikTok, YouTube, LinkedIn, etc.) to market, advertise, and promote the Elevitae Opportunity and the Products and Services. Ultimately, Social media sites should lead prospective Customers and Affiliates to an Elevitae personalized website, or a website authorized by the Company, and should not serve as a substitute for an Affiliate's Opportunity, Product or Services personalized site. In addition, Affiliates will not be allowed to use Trademarks, Company Logo, or Company Name as their primary profile names and photos.

#### 3.5.3 Websites

Affiliates of Earned Rank Position Diamond and above are permitted to create their own website to promote their Elevitae business. Websites created by Affiliates must be reviewed and approved by the Company ([support@elevitae.com](mailto:support@elevitae.com)) prior to deployment. Failure to 1) obtain approval for such a website; or 2) notify Elevitae of changes to the website, may result in a monetary fine of up to \$500 per instance and/or additional disciplinary action as set forth in Section 6.1.

All other Affiliates must use the Company's personalized website program only. This program permits Affiliates to advertise on a website that can be personalized with the Affiliate's contact information. These websites seamlessly link directly to the official Elevitae website giving the Affiliate a professional and Company-approved online presence.

Except as specifically provided in this section, the use of any other internet website or web page to in any way promote the sale of the Products and Services or to promote the Elevitae Opportunity or the Compensation Plan is a breach of the Agreement and may result in any of the Disciplinary Sanctions set forth in Section 6.1.

#### 3.5.4 Links and Banner Ads

Affiliates may place banner ads and links to their Elevitae Personalized Websites on third-party websites, provided the Affiliates

uses Company created and approved banner ads, templates, and images. The third-party website shall not:

- a) Contain links or banner ads for any other Direct Selling company;
- b) Promote in any way another Direct Selling company;
- c) Contain any content or material that could be construed as offensive, controversial, or distasteful;
- d) Contain content and materials that are inappropriate for all age groups.

In addition, Affiliates may not use "blind" ads on the Internet that make claims or representations that are ultimately presented with the Product and Services, the Elevitae Opportunity, or the Compensation Plan.

All banner ads must link to the Affiliate's Elevitae Personalized Website, or personally created website (as described in Section 3.5.3). When directing readers to an Elevitae Personalized or personally created website, it must be evident to a reasonable reader, from a combination of the link and the surrounding content that the link will go directly to an Elevitae Personalized Website. Attempts to mislead internet traffic into believing they are going to an Elevitae Personalized Website, when in fact they land at another website is prohibited. The determination as to what is misleading or what constitutes a reasonable reader will be at the Company's sole discretion.

### 3.5.5 Search Engine Advertising

Affiliates of Earned Rank Position Diamond and above are permitted to utilize search engine advertising (e.g., Google, Bing, etc.) to market the Elevitae Opportunity. However, the use of the Company's trade names, trademarks, service names, product names, the Company's name, or any derivative thereof for a search keyword is prohibited.

### 3.5.6 Trade Shows

Affiliates of Earned Rank Position Team Leader and above are permitted to market the Elevitae opportunity at Trade Shows. All Affiliates must receive written approval from the Company prior to attending a Trade Show to solicit Customers or Affiliates. A "Trade Show" means an event or exhibition where the Affiliate displays Company information to potential Customers or Affiliates. It is the Company's policy to authorize only one (1) Affiliate per Trade Show. The process for receiving approval to attend a Trade Show is as follows: (1) submit request via email to the Company ([support@elevitae.com](mailto:support@elevitae.com)); (2) receive written confirmation from the Company that the Trade Show is available to be reserved; (3) within fourteen (14) calendar days of written confirmation that the Trade Show is available to be reserved, provide an official advertisement of the event, a copy of the signed contract by both the Affiliate and event official and a receipt of a paid deposit. In the event that the Affiliate does not provide the required information within fourteen (14) calendar days, the Company will open the Trade Show for other Affiliates to attend. Affiliates marketing through Trade Shows will be required to purchase an official Elevitae Identification Badge by contacting Affiliate services prior to engaging in these activities.

In addition to the General Marketing Standards in Section 3.1, Affiliates with a display at a Trade Show must adhere to the following standards:

- a) Visibly display the official Affiliate Identification Badge at all times when soliciting Customers or Affiliates;
- b) Provide the potential Customer with approved written materials regarding Company services immediately upon request; and
- c) Provide Elevitae' telephone number and email for inquiries, verification, and complaints.

In addition, the Company further reserves the right to refuse authorization to participate in any function that it does not deem suitable for the Company.

## 3.6 Advertising

The Company has carefully designed the Compensation Plan and promotional materials intending that they be promoted in a fair and truthful manner, that they are substantiated, and that the materials comply with the requirements of applicable laws.

Affiliates shall safeguard and promote the good reputation of the Company and the Products and Services. The marketing and promotion of the Company, the Elevitae Opportunity, the Compensation Plan, and the Products and Services shall be consistent with the public interest, and must avoid all inflammatory, defamatory, discourteous, deceptive, misleading, unethical, or immoral conduct or practices. Failure to comply with the provisions of this section constitute a material breach of the Policies and Procedure, and may result in the imposition of the disciplinary sanctions set forth in Section 6.1.

### 3.6.1 Sales Aids and Support Materials

Sales aids and support materials are provided to all Affiliates by the Company. These "Corporate" materials are created and modified by the Company based on the rules and regulations of both state and federal governments. Under no circumstances can an Affiliate make any changes, additions, or deletions to such materials. These documents must be presented as they are found in the Elevitae Online Portal.

In general Affiliates are prohibited from creating their own sales aids and support materials. Special consideration will be given to Affiliates of Earned Rank Position Diamond and above as permitted by the policies and protocols of Elevitae.

All other Affiliates must exclusively use the sales aids and support materials produced by the Company. Company approved and produced sales aids and support materials are available in the Online Portal (see section 3.9).

### 3.6.2 Domain Names and E-mail Addresses

Affiliates shall not use or attempt to register any of the Company's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. Nor shall Affiliates 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 e-mail address.

### 3.6.3 Trademarks and Copyrights

The Company will not allow the use of its trade names, trademarks, designs, or symbols by any person, including Affiliates, without its prior, written permission. Affiliates may not produce for sale or distribution any recorded Company events and speeches without express written permission from the Company. Nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video presentations.

The name of Elevitae, SottileMax, Pekat Detox, and other names as may be adopted by the Company are proprietary trade names, trademarks, and service marks of the Company; and are prohibited to be used by Affiliates in any form of external website names, personal websites, social media profiles, website extensions, email addresses, personal names, or nicknames.



As such, these marks are of great value to the Company and are supplied to Affiliates for their use only in an expressly authorized manner. Use of Company name on any item not produced by the Company is prohibited except as follows:

#### Elevitae Affiliate's Name

#### Independent Affiliate ID #10007

Affiliates may list themselves as an "Independent Affiliate" in social media or telephone directory under their own name. Affiliates shall not identify themselves as an Elevitae consultant, distributor, broker, or partner other than Independent Affiliate. Affiliates shall not place digital display ads using the Company's names or logos. Affiliates shall not answer the telephone by saying "Elevitae," "Elevitae Corporate," or in any other manner that would lead the caller to believe that he/she has reached the Company offices.

### 3.6.4 Reassignment of Trade Names

Affiliates agree to immediately reassign to the Company any registration of the Company names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy. The provisions of this section survive the termination of the Agreement. Failure to do so will result in immediate termination of the Agreement.

## 3.7 Unauthorized Claims and Actions

### 3.7.1 Indemnification

Affiliates are fully responsible for all of their verbal and written statements made regarding the Company, the Products and Services, the Compensation Plan, and the Agreement that are not expressly contained in official Elevitae materials. Affiliates agree to indemnify the Company and the Company's affiliates, members, 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 the Company as arising out of or related to the Affiliate's actions or omissions. This provision shall survive the termination of the Agreement.

### 3.7.2 Income Claims

Because Affiliates do not have the data necessary to comply with the legal requirements for independently making claims regarding income level or income potential, Affiliates shall not make such claims or statements beyond what is specifically and expressly authorized by the Company. Affiliates shall not make other income projections, income claims, or disclosure of Affiliate income (including the showing of deposits, mobile screenshots of personal earnings, bank statements, or tax records). Moreover, the Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in Direct Selling. Thus, when discussing the income potential available through the Elevitae Opportunity, Affiliates may use only those materials produced by the Company, and may not make any claims inconsistent with such materials.

### 3.7.3 Products and Services Claims

Affiliates are prohibited from making deviations from the terms, pricing, and conditions set forth in Elevitae literature. Such claims include, but are not limited to, claims of general or specific savings on products and services that have not been provided by Elevitae in writing.

### 3.7.4 Medical and Health Claims

Affiliates are prohibited from making claims as to therapeutic, curative, or beneficial properties of any products offered by Elevitae, except those shared in official Elevitae literature. In particular, no Affiliate may make any claims that Elevitae products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases, symptoms of diseases or health pre-existing conditions.

### 3.8 Conflicts of Interest

Elevitae Affiliates holding an Earned Rank Position of Manager 25K and above are prohibited from participating in any other Direct Selling business or marketing opportunity that also markets any competing product or service. Elevitae Affiliates holding Earned Rank Position of Coordinator 10K and below are free to participate in other Direct Selling business ventures or marketing opportunities.

#### 3.8.1 Targeting Other Direct Sellers

The Company does not condone Affiliates consciously targeting the sales force of another specific Direct Selling company to sell the Products and Services or to become Affiliates. Nor does the Company condone the solicitation or enticement of members of the sales force of another Direct Selling company to violate the terms of their contract with such other company. Should an Affiliate engage in such activity, the Affiliate bears the risk of being sued by the other Direct Selling Company. If any lawsuit, arbitration, or mediation is brought against Affiliates alleging that they engaged in inappropriate recruiting activity of its sales force or customers, the Company will not pay any of the Affiliate's defense costs or legal fees and will not indemnify the Affiliate for any judgment, award, or settlement.

#### 3.8.2 Affiliate Participation in Other Direct Selling Programs

If Affiliates are engaged in other non-Elevitae Direct Selling programs, it is the responsibility of those Affiliates to ensure that their Elevitae business is operated entirely separate and apart from any other program in which the Affiliates participate. To this end, the following must be adhered to:

Affiliates shall not display Elevitae promotional materials or sales aids with or in the same location as any non-Elevitae promotional materials, sales aids, products or services;

Affiliates shall not offer the Products and Services or promote the Elevitae Opportunity to prospective or existing Customers or Affiliates in conjunction with any non-Elevitae program, opportunity, product, or service;

If Affiliates are participants in any competing Direct Selling program that sells or distributes competing products and services, Affiliates shall not discuss or attempt to sell such product or services to Elevitae Affiliates;

Affiliates shall not offer any non-Elevitae Opportunity, products, or services at any Affiliate related meeting, webinar, or convention, or within two (2) hours and a ten (10) mile radius of the Elevitae event. If the Elevitae meeting is held telephonically or via the video conference/webinar, any non-Elevitae meeting must conclude at least two (2) hours before or begin two (2) hours after the Elevitae meeting, and on a different webinar link, telephone number, or social media profile from the Elevitae meeting; and

Affiliates shall not directly or indirectly recruit other Elevitae Affiliates and Customers for any other Direct Selling business. 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 Affiliate or Customer to enroll or participate in another Direct Selling opportunity. The conduct described in the preceding sentence constitutes recruiting even if the Affiliate's actions are in response to an inquiry made by another direct Affiliate or Customer.

Affiliates and the Company understand and agree that because Direct Selling is conducted through networks of independent contractors dispersed across the entire United States and internationally, and because 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, Affiliates and the Company agree that this non-solicitation provision shall apply to all markets in which the Company conducts business.

### 3.9 Online Portal Access

The Online Portal provides Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Affiliate's Elevitae business and to increase sales of the Products and Services. However, access to the Online Portal is a privilege, and not a right. The Company reserves the right to deny Affiliates' access to the Online Portal at its sole discretion.

Buying or selling, or inducing others to buy or sell Affiliate, Customer, prospective Affiliate, or prospective Customer information is strictly prohibited at all times. Affiliates shall not provide any type of incentive for any action or proposed action to induce an Affiliate or third party to sell any information pertaining to an Affiliate, Customer, prospective Affiliate, or prospective Customer.

#### 3.9.1 Organizational Activity (Genealogy) Reports

Organizational Activity Reports are available for Affiliate access and viewing in the Online Portal. Access to online Organizational Activity Reports is password protected. All Organizational Activity Reports and the information contained therein are confidential and constitute proprietary information and trade secrets belonging to the Company. Organizational Activity Reports are provided to Affiliates in strictest confidence and are made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective Marketing Organizations in the development of their Elevitae business.

Affiliates should use their Organizational Activity Reports to assist, motivate, and train their Organization Affiliates. The Affiliate and the Company agree that, but for this agreement of confidentiality and nondisclosure, the Company would not provide Organizational Activity Reports to the Affiliate. Affiliates shall not, on their own behalf, or on behalf of any other person, partnership, association, corporation, or other entity:

Directly or indirectly use or disclose any information contained in any Organizational Activity Report to any third party;

- a) Directly or indirectly disclose the password or other access code to their Organizational Activity Report;
- b) Use the information contained in any Organizational Activity Report to compete with the Company or for any purpose other than promoting or supporting their Elevitae business; or
- c) Recruit or solicit any Affiliate listed on any Organizational Activity Report or in any manner attempt to influence or induce any Affiliate to alter their business relationship with the Company.

Upon demand by the Company, any current or former Affiliate will return the original and all copies of Organizational Activity Reports to the Company.

### 3.10 Governmental Approval or Endorsement

Direct Selling companies or programs are not approved or endorsed by Federal or State regulatory agencies (or their officials), or public utility companies. Therefore, Affiliates shall not represent or imply that the Company or the Compensation Plan have been approved, endorsed, or otherwise sanctioned by any government agency or public utility, unless otherwise communicated by the Company.

### 3.11 Insurance

As independent contractors of Elevitae, Affiliates are not covered by the Company's insurance. Affiliates may wish to arrange insurance coverage for their business. Even if an Affiliate has home owner's insurance, renter's insurance, or automobile insurance, certain events or accidents may not be covered if they occur within the scope of commercial activities, such as those involved in building, operating, or managing an Elevitae business. Accordingly, you should review your business insurance needs with a qualified insurance agent.

### 3.12 Restructured Markets

Affiliates are authorized to sell Elevitae products, and enroll Customers or Affiliates only in the countries in which Elevitae is authorized to conduct business, as announced in official Company literature. Elevitae products or sales aids may not be shipped into or sold in any other country beyond this official list. Also, country specific laws may further restrict available countries. Affiliates may sell, give, transfer, or distribute Elevitae products or sales aids only in their home country, or countries. In addition, no Affiliate may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Customers or enrollment or training meetings; (b) enroll or attempt to enroll potential Customers or Affiliates; or (c) conduct any other activity for the purpose of selling Elevitae products, establishing a marketing organization, or promoting the Elevitae opportunity. The violation of this policy will result in the immediate termination of the Affiliate Agreement, and may also result in criminal prosecution by U.S and international authorities. The Company makes no representation, warranty, or guarantee that the products will be available in any additional markets.

### 3.13 Adherence to Laws and Ordinances

Affiliates shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies, the Affiliate shall be polite and cooperative, and immediately send a copy of the ordinance to the Company ([support@elevitae.com](mailto:support@elevitae.com)). In many cases there are exceptions to the ordinance that may apply to Affiliates.

### 3.14 Media Inquiries

Affiliates shall not attempt to respond to media inquiries regarding the Elevitae Opportunity, the Products and Services, or their Independent Elevitae business. All inquiries by any type of media must be immediately referred to the Company ([support@elevitae.com](mailto:support@elevitae.com)). This policy is designed to assure that accurate and consistent information is provided to the public.

### 3.15 Contacting Media Outlets

Affiliates shall not contact any type of media outlet in an attempt to promote or communicate on behalf of Elevitae, its products, services or opportunity. Media outlets include, but are not limited to: newspapers, journals, periodicals, radio broadcasts, and television broadcasts.

## Section 4: Responsibilities of Independent Affiliates

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### 4.1 Continuing Development Obligations

#### 4.1.1 Ongoing Training

Any Affiliate who sponsors another Affiliate is responsible for providing a bona fide assistance and training function to ensure that his/her, or its Marketing Organization is properly operating his/her, or its Elevitae business.

Affiliates must have ongoing contact and communication with the Affiliates in their Marketing Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone calls and text message contact, voicemail, e-mail, and the accompaniment of Organization Affiliates to Company meetings, training sessions, and other functions. Upline support Affiliates are also responsible to motivate, train, and educate new Affiliates regarding the Products and Services, effective sales techniques, the Agreement, the Compensation Plan, and compliance with the Agreement. However, communication with and the training of Organization Affiliates must not violate Section 3.

Affiliates should monitor the Affiliates in their Marketing Organizations to guard against Organization Affiliates making improper income or business claims or engaging in any illegal or inappropriate conduct.

#### 4.1.2 Increased Training Responsibilities

As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, knowledge of the Products and Services, and understanding of the Elevitae Opportunity. They will be called upon to share this knowledge with lesser-experienced Affiliates within their organization.

#### 4.1.3 Ongoing Sales Responsibilities

Regardless of their level of achievement, Affiliates have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers. In order to be eligible to receive commission payment, Affiliates must remain Active and Qualified (see section 10 for definitions).

### 4.2 Non-disparagement

The Company values constructive criticisms and comments from Affiliates. All such comments should be submitted in writing to the Company ([support@elevitae.com](mailto:support@elevitae.com)). While the Company welcomes constructive input, negative comments and remarks made by Affiliates about the Company, the Products and Services, Customers, the Elevitae Opportunity, or the Compensation Plan serve no purpose other than to sour the enthusiasm of other Affiliates. For this reason, and to set the proper example for their Marketing Organizations, Affiliates shall not disparage, demean, or make negative remarks about the Company, other Affiliates, the Product and Services, the Elevitae Opportunity, the Agreement, or the Company's directors, officers, employees, or Customers. Additionally, Affiliates shall not disparage vendors or partners of the Company.

### 4.3 Reporting Violations of the Agreement

Affiliates observing a violation of the Agreement by another Affiliate should submit a written report of the violation by e-mail to the Company ([support@elevitae.com](mailto:support@elevitae.com)). Details of the incident(s) such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. All reports received by corporate will remain anonymous until such time as the Affiliate who made the report authorizes the Company to disclose his/her identity or the Company is compelled to do so by subpoena, court order, or arbitrator's instruction.

### 4.4 Vendor Confidentiality/Communications

The Company's business relationships with its marketing alliances, vendors, suppliers, company Affiliates, or former employees within or outside the corporate workplace are confidential, proprietary, and not to be circumvented by either the Affiliate or the vendor. An Affiliate shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or vendor of the Company except at a Company-sponsored event at which the affiliate is present at the request of the Company or as otherwise expressly permitted in writing by the Company. Violation of this policy may result in termination of the Affiliate and possible claims of damages against the Affiliate and/or the vendor. Questions regarding any of these businesses should be directed to the Company ([support@elevitae.com](mailto:support@elevitae.com)).

Affiliates may communicate with those vendors with which they have a Customer relationship, provided such communications concern the provision of services by the vendor to the Affiliate as a Customer. Except for such Customer communications, communication with the vendor companies with which the Company does business is prohibited. Affiliates shall not contact, either on the phone or in person, any of the vendor companies, their employees, or vendors in an attempt to represent the Company in any way. The Company shall not be mentioned in any communication to the utility in any way that would disparage its brand or good name. Disciplinary sanctions will be taken to the fullest extent if this policy is violated.

## Section 5: Bonuses and Commissions

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### 5.1 Bonus and Commission Qualifications

An Affiliate must be in full compliance with the Agreement in order for sales to qualify and earn bonuses and commissions. The Company shall pay earned commissions and bonuses to each Affiliate in accordance with the Compensation Plan. Any and all bonuses, qualifications, commissions, and promotions are subject to final review by the Company. Elevitae reserves the right to hold commissions, and/or impose disciplinary sanctions as set forth in section 6.1 based on any actions or violations alleged or perpetrated by an individual or entity while an Affiliate of the Company.

### 5.2 Bonus and Commission Issuance

The minimum amount for which the Company will issue a payment to an Affiliate is \$25.00 for Direct Deposit or for Revolut. If an Affiliate's bonuses and commissions 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 or as otherwise required by applicable law.

#### 5.2.1 Processing Fee(s)

The Company will deduct from all bonus and commission disbursements a processing fee of 2% or amount as set, when applicable, by Company at its sole discretion.

#### 5.2.2 Unclaimed Bonuses and Commissions

Affiliates must withdraw or deposit bonus and commissions within six (6) months from the last account activity. Any balance that remains uncashed after six (6) months of inactivity will be void and the bonuses and commissions forfeit.

#### 5.2.3 Direct Deposits and Third-Party Debit Cards

The company at its sole discretion will pay commissions via direct deposit into Affiliates' bank accounts or via digital wallet and debit card provided by third-party provider Revolut or other.

#### 5.2.4 Tax Withholdings

Affiliates are responsible to report and pay corresponding income tax resulting from commissions paid by the Company as required by law. Affiliates residing in the United States are required to provide their correct social security number or tax identification number when receiving \$600 or more in a year of combined bonus and commissions.

### 5.3 Excess Inventory and Bonus Buying

Affiliates must never purchase more products than they can reasonably use or sell to Retail customers in a month, and must not influence or attempt to influence any other Affiliate to buy more products than they can reasonably use or sell to Retail customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for Earned Position Rank advancement, incentives, prizes, commissions or bonus that is not driven by bona fide product or service purchase by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

### 5.4 Reports

All information provided by the Company in online Organizational Activity Reports, including but not limited to personal Customer enrollment information and Organization sponsoring activity, is believed to be accurate and reliable. Nevertheless, due to various factors including, but not limited to, the inherent possibility of human and mechanical error; denial of credit card and bank deposit payments; Product and Service refunds; credit card and bank deposit charge-backs; the information is not guaranteed by the Company or any persons creating or transmitting the information.

All personal and group sales volume information is provided "as is" without warranties, express or implied, or implied, or representations of any kind whatsoever. 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 Elevitae and/or other persons creating or transmitting the information will in no event be liable to any Affiliate or anyone else for any direct, indirect, consequential, incidental, special, or punitive damages that arise out of the use of or access to personal sales 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 Elevitae 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, Elevitae and other persons creating or transmitting the information shall have no responsibility or liability to an Affiliate or anyone else under any tort, contract, negligence, strict liability, products liability, or other theory with respect to that information.

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



reporting services and their reliance upon the information.

## 5.5 Errors or Questions

If an Affiliate has questions about or believes any errors have been made regarding bonuses, commissions, Organizational Activity Reports, or charges to their account the Affiliate must submit a review request in writing to the Company: by creating a Support ticket in the Affiliate's Online Portal; e-mail ([support@elevitae.com](mailto:support@elevitae.com)); or by mail;

Elevitae, LLC  
66 W Flagler Street,  
Suite 900  
Miami, FL 33130

within thirty (30) calendar days of the date of the purported error or incident in question. The Company will not be responsible for any errors, omissions, or problems not reported to the Company within thirty (30) calendar days. Following a submission, the error, omission, or problem will be reviewed by the Commissions Review Board within thirty (30) days of receipt. Following the review the Board's decision will be communicated to the Affiliate within ten (10) business days. All decisions of the Review Board are final.

## Section 6: Dispute Resolution and Disciplinary Proceedings

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### 6.1 Product Guarantee and Rescission

All the Elevitae products have a 60-day return policy for 100% refund, less the cost of shipping and handling. All the Elevitae services, including the membership, have a 14-day refund policy. For assistance with a return or refund, contact Elevitae Customer Support. Products shipped directly to a Customer by the Company must be returned to the Company and the refund will be issued to the Customer by the Affiliate. Every Affiliate is bound to honor the Customer guarantee. If, for any reason, a Customer is dissatisfied with any Elevitae product, the Customer may return the unused portion of the product to the Affiliate from whom it was purchased, within 30 days, for a replacement, exchange or a full refund of the purchase price (less than shipping costs), the Affiliate then has 30 additional days to return the product to the Company. This product satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping costs are not refundable.

Elevitae Affiliates and Customers have the opportunity to return one product one time. For example, if an Affiliate is not 100% satisfied with the SottileMax Cafe, they are able to return the coffee. Any further coffee purchases will not qualify as refundable. A second refund request of a previously refunded product will constitute the Affiliate's voluntary termination of his/her Affiliate Agreement, and the refund will be processed as an inventory repurchase pursuant to section 6.1 and the Affiliate's Agreement will be terminated and his or her Elevitae business will be canceled.

Elevitae reserves the right to review all matters on a case by case basis.

### 6.2 Rescission

Many jurisdictions require a rescission period whereby a Customer who makes a purchase has a specified period of time after a sale or execution of a contract to cancel the order and receive a full refund. The length of time varies between country, state/province and regions. As an Affiliate, it is your responsibility to ensure you are following the rules and regulations in your place of business. When an Affiliate makes a sale or takes an order from a Direct Customer who then cancels or requests a refund within the allotted period of time, the Affiliate must promptly refund the Customer's money as long as the product is returned in good condition. It is the responsibility of the Affiliate to ensure their business practices comply with the applicable laws and regulations in their place of business.

In the United States, Federal and state law requires that a Direct Customer who makes a purchase of \$25.00 or more has three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for Individuals age 65 and older) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the order form or sales receipt. When an Affiliate makes a sale or takes an order from a Direct Customer who cancels or requests a refund within the three-business day period, the Affiliate must promptly refund the Customer's money as long as the products are returned to the Affiliate in substantially as good condition as when received (five business days for Alaska residents).

### 6.3 Informing Customers

Affiliates MUST verbally inform their customers of this right of rescission, they MUST provide their direct customers with TWO copies of a sales receipt at the time of the sale and MUST point out this cancellation right stated on the receipt. If a Customer places an order online, the Company will provide the Customer with the receipt. Affiliates must ensure that the date of the order or purchase is entered on the Sales Receipt. The back of the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

## 6.4 Return of Inventory and Sales Aids Upon Termination

Upon termination of an Affiliate's Agreement, the Affiliate may return products and sales aids that he or she personally purchased from Elevitae (purchases from other Affiliates or third parties are not subject to refund) that are in Resalable (see Definition of "Resalable" below) condition and which have been purchased within one year prior to the date of termination. Upon receipt of a Resalable products and sales aids, the Affiliate will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping and handling charges incurred by an Affiliate when the products or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Affiliate was paid a commission, rebate, or any other form of compensation based on a product(s) that he or she purchased, and such products(s) is/are subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid 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; (4) they are still in Elevitae's current inventory; (5) the expiration date(s) for any returned products has not passed; and (6) they are returned to Elevitae 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. Funnel Website fees are not refundable except as required by applicable regional law.

## 6.5 Procedures for All Returns

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

- a) All items must be returned by the Affiliate or Customer who purchased it directly from Elevitae.
- b) All items to be returned must have a Return Authorization Number which is obtained by emailing the Return Department at ([support@elevitae.com](mailto:support@elevitae.com)). This Return Authorization Number must be written on each container returned.
- c) The return is accompanied by:
- d) The original packing slip with the completed (and signed Consumer Return Information, if applicable);
- e) The unused portion of the item(s) in its/their original container.
- f) Proper shipping carton(s) and packing materials are to be used in packaging the item(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to Elevitae shipping pre-paid. Elevitae does not accept shipping-collect packages. The risk of loss in shipping for returned items shall be on the Affiliate. If the returned items are not received by the Company's Distribution Center, it is the responsibility of the Affiliate to trace the shipment.
- g) If an Affiliate is returning merchandise to Elevitae that was returned to him or her by a Direct Customer, the product must be received by Elevitae within ten (30) days from the date on which the Customer returned the merchandise to the Affiliate and must be accompanied by the sales receipt the Affiliate gave to the Customer at the time of the sale.

No refund or replacement of any items will be made if the conditions of these rules are not met.

## 6.6 Chargebacks and Commission Reversal

When a bank forcibly reverses a credit card transaction, returning funds to the cardholder, it is known as a chargeback. Chargebacks are usually issued when fraudulent purchases have been made on a person's credit card. When Elevitae, LLC. receives notice of a chargeback, the Affiliate account is placed in an inactive status. To ensure solid banking relations, Elevitae, LLC. views chargebacks as the result of fraud and suspends all accounts until the issue is addressed.

When a chargeback is filed, it is treated as a refund. Therefore, commissions previously paid are subject to a clawback. If the chargeback was filed in error, Elevitae reserves the right to implement a reactivation fee of \$200 to cover the documentation and chargeback fees that are accrued.

# Section 7: Dispute Resolution and Disciplinary Proceedings

## 7.1 Disciplinary Sanctions

Violation of the Agreement, including these Policies, the Standards of Practice, any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that, in the sole and exclusive discretion of the Company may damage its reputation or goodwill (such act or omission need not be related to the Affiliate's Elevitae business), may result, at the Company's discretion, in one or more of the following Disciplinary Sanctions:

- a) Issuance of a written warning or admonition;
- b) Requiring the Affiliate to take immediate corrective measures;

- c) Loss of rights to one (1) or more bonus and commissions;
- d) Withholding of all or part of the Affiliate's bonuses and commissions during the period that the Company is investigating any conduct allegedly in contradiction to this Agreement. If an Affiliate's business is canceled for Disciplinary Sanctions, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
- e) Suspension of the Affiliate Agreement for one (1) or more pay periods;
- f) Transfer of a portion or all of the Affiliate's Marketing Organization;
- g) Involuntary termination of the Affiliate's Agreement;
- h) Issuance of a monetary fine;
- i) Any other measure expressly allowed within any provision of the Agreement or which the Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's violation of the Agreement; and
- j) In situations deemed appropriate by the Company, the Company may institute legal proceedings for monetary and/or equitable relief.

Each Affiliate agrees to cooperate with the Company's investigation of potential violations identified above. An Affiliate's duty to cooperate shall include, without limitation: (1) responding completely, and truthfully to any inquiries or requests for information or documents (including, but not limited to, books, records, correspondence, and electronically- stored information); (2) furnishing requested documents and information within three (3) business days of any request; (3) authenticating documents; and (4) testifying completely and truthfully. Each Affiliate agrees that this duty to cooperate with the Company also applies to any mediation, arbitration, civil litigation, or administrative proceeding.

### 7.1.1 Violation Appeals

If an Affiliate believes the Company has issued a Disciplinary Sanction in error, the Affiliate may appeal the decision within ten (10) business days to the Appeals Board by emailing a copy of the compliance incident notification and the reason for appeal to [support@elevitae.com](mailto:support@elevitae.com). Upon receipt of an appeal, the Appeals Board will review the incident in question within thirty (30) calendar days of appeal receipt and respond to the Affiliate in writing within ten (10) business days of the review. Unless and until the Affiliate receives written notification that the Company has withdrawn the Disciplinary Sanction, the incident will continue to be deemed in violation and subject to the Disciplinary Sanctions outlined in section 6.1. All decisions of the Appeals Board are final and binding.

## 7.2 Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective Elevitae business, the complaining Affiliate should first report the problem to his/her, or its Sponsor who should review the matter and try to resolve it with the other party's Sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Company ([support@elevitae.com](mailto:support@elevitae.com)). The Company will review the facts and attempt to resolve it.

## 7.3 Mediation

Prior to instituting any arbitration as provided in Section 6.4, 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 (1) individual who is mutually acceptable to the parties shall be appointed as mediator. 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 ten (10) business 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 Miami-Dade County, Florida and shall last no more than two (2) business days.

## 7.4 Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Affiliates waive all rights to trial by jury or by any court. Claims made and remedies sought as part of a class action, private attorney general or other Affiliate action (hereafter all included in the term "class action") are subject to arbitration on an individual basis, not on a class or representative basis. No class actions, joinder or consolidation of any claim with a claim of any other person or entity shall be allowable in arbitration, without the written consent of both the Company and Affiliate.

Affiliates waive all rights to trial by jury or by any court. If an Affiliate files a claim or counterclaim against the Company he or she may only do so on an individual basis and not with any other Affiliate or as part of a class or consolidated action.

All arbitration proceedings shall be held in Miami-Dade County, Florida, unless the laws of the state in which an Affiliate resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one (1) arbitrator, an attorney at law, who shall have expertise in business law with a strong preference being an attorney

knowledgeable in the Direct Selling industry, selected from the panel, which the American Arbitration Association provides. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Notwithstanding the foregoing, nothing in the Policies shall prevent the Company 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 the Company's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

## 7.5 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Miami-Dade County, Florida. The Federal Arbitration Act shall govern all matters relating to arbitration. The substantive laws of the State of Florida shall govern all other matters relating to or arising from the Agreement without regard to the principles of conflicts of law.

# Section 8: Selling or Transferring Your Elevitae Business

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## 8.1 Sale, Transfer, or Assignment

The sale, transfer, or assignment of an Elevitae business and the sale, transfer, or assignment of an Affiliated Party's interest in a Business Entity that owns or operates an Elevitae business is subject to certain procedures that are designed to facilitate the transfer, assignment or sale. If Affiliates wish to sell their Elevitae business, or an Affiliated Party wishes to sell his/her interest in a Business Entity that owns or operates an Elevitae business, the following criteria must be met:

- a) Protection of the existing line of sponsorship must always be maintained so that the Elevitae business continues to be operated in that line of sponsorship;
- b) The buyer or transferee must become a qualified Elevitae Affiliate. If the buyer is an active Elevitae Affiliate, he/she, or it must first terminate his/her, or its Elevitae business and wait six (6) calendar months before acquiring any interest in a different Elevitae business, in either case the enrollment date will be set to match that of the position being purchased;
- c) Before the sale, transfer, or assignment can be finalized and approved by the Company, any debt obligations the selling party has with the Company must be satisfied; and
- d) The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign an Elevitae business or his/her, or its interest in a Business Entity that owns or operates an Elevitae business.

Prior to selling an Elevitae business or an interest in a Business Entity, the selling party must notify the Company in writing ([support@elevitae.com](mailto:support@elevitae.com)) and advise of his/her, or its intent to sell the Elevitae business or his/her, or its interest in the Business Entity. The purchasing party must remit \$499 for the payment of the Transfer/Assignment Fee. The Company reserves the right to request additional documentation that may be necessary to analyze the transaction between the buyer and seller. The Company will, in its sole and absolute discretion, approve or deny the proposed sale, transfer, or assignment within thirty (30) calendar days after its receipt of all necessary documents from the parties.

The selling party must receive written approval from the Company before proceeding with the sale. If the parties fail to obtain the Company's approval for the transaction, the transfer shall be voidable at the Company's option. The purchaser of the existing Elevitae business will assume the obligations and position of the selling Affiliate. An Affiliate who sells his/her, or its Elevitae business shall not be eligible to reapply as an Affiliate for a period of at least six (6) calendar months after the date of the sale. No changes in line of sponsorship can result from the sale or transfer of an Affiliate business.

## 8.2 Separation of an Elevitae Business

Affiliates sometimes operate their Elevitae business as husband-wife corporations, partnerships, LLCs, or trusts. At such time as a marriage may end in divorce or an 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. If the separating parties fail to provide for the best interests of other Affiliates and the Company in a timely fashion, the Company may involuntarily terminate the Affiliate's Agreement.

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 Elevitae business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or members authorize the Company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or member; or
- b) The parties may continue to operate the Elevitae business jointly on a "business-as-usual" basis whereupon all

compensation paid by the Company 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 the Company split bonus and commission checks between divorcing spouses or members, shareholder, or partner of dissolving entities. The Company will recognize only one (1) Marketing Organization and will issue only one (1) commission payment per Elevitae 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 Company may involuntarily terminate the Agreement.

If a former spouse has completely relinquished all claims and rights in the original Elevitae business pursuant to a divorce, he/she is thereafter free to enroll under any Sponsor of his/her choosing without waiting six (6) calendar months. In the case of business entity dissolutions, the former shareholder, member, or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as an Affiliate. In either case, the former spouse or business affiliate shall have no rights to any Affiliates in their former organization or to any former Customer. They must develop the new business in the same manner, as would any other new Affiliate.

### 8.3 Succession

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

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

Bonuses and commissions of an Elevitae business transferred pursuant to this Section will be paid in a single payment jointly to the devisees. The devisees must provide the Company with an "address of record" and corresponding "bank account" to which all bonus and commissions will be paid to. If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. The Company will issue all bonus and commissions and one (1) IRS Form 1099-M ISC (Non- employee compensation) to the business entity.

### 8.4 Transfer Upon Incapacitation of an Affiliate

To effectuate a transfer of an Elevitae business because of incapacity, the trustee, conservator, or guardian of the incapacitated Affiliate must provide all necessary documentation to establish the right of the subject trustee, conservator, or guardian to the subject Elevitae business, complete and execute the Application, and meet the other requirements in Section 2.

### 8.5 Transfer Upon Death of an Affiliate

To effectuate a testamentary transfer of an Elevitae business, the estate of the deceased Affiliate must provide all necessary documentation to establish the successor's or successors' right to the subject Elevitae business, complete and execute the Application, and meet the other requirements in Section 2.

## Section 9: Inactivity and Cancellation

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### 9.1 Effect of Cancellation

So long as an Affiliate remains active and complies with the terms of the Agreement, the Company shall pay earned commissions and bonuses to such Affiliate in accordance with the Compensation Plan. An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a Marketing Organization). Following an Affiliate's non-renewal of his/her, or its Affiliate Agreement, cancellation for inactivity, voluntary or involuntary cancellation of his/her, or its Affiliate Agreement (all of these methods are collectively referred to as "Cancellation"), the former Affiliate shall have no right, title, claim or interest to the Marketing Organization which he/she, or it operated, or any bonus or commission from the sales generated by the organization. An Affiliate whose business is cancelled will lose all rights as an Affiliate. This includes the right to sell the Products and Services and the right to receive future bonuses, commissions, or other income resulting from the sales and other activities of the Affiliate's former Marketing Organization. In the event of cancellation, the Affiliate agrees to waive all rights he/she, or it may have, including but not limited to property rights, to any bonuses, commissions, or other remuneration derived from the sales and other activities of his/her, or its former Marketing Organization.



Following Cancellation of an Affiliate's Agreement, the former Affiliate shall not hold himself/herself, or itself out as an Affiliate and shall not have the right to promote the sale of the Products and Services. An Affiliate whose Agreement is canceled shall receive bonuses and commissions only for the last full pay period he/she, or it was active prior to Cancellation (less any amounts withheld during an investigation preceding an involuntary Cancellation).

## 9.2 Cancellation Due to Inactivity

If an Affiliate fails to maintain Active status (see Section 10 for Active definition), the Affiliate will become an Inactive Affiliate. The Affiliate's Membership Agreement shall remain in full force and effect for a twelve-month period. The Company, in its sole and absolute discretion, may cancel any Affiliate who is inactive for three or more consecutive months in any twelve-month period.

## 9.3 Involuntary Cancellation

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by the Company in its sole discretion, may result in any of the Disciplinary Sanctions listed in Section 6.1, including the involuntary cancellation of the Agreement.

### 9.3.1 Involuntary Termination Due to Violation of Terms

Generally, when a decision is made to cancel an Affiliate, the Company will inform the Affiliate in writing that his or her Affiliate position is subject to cancellation immediately, effective as of the date of the written notification or other specified date. The Affiliate will have ten (10) days from the date of mailing of the letter in which to respond to the cancellation. The Affiliate's written appeal must be received or postmarked within ten (10) days of his or her receipt of the cancellation letter. If the appeal is not received or post-marked within this ten (10) day period, this failure to respond in a timely fashion will be considered acceptance of the cancellation, and/or any other sanction or penalty that the Company may impose.

If an Affiliate files a timely appeal of cancellation, the Company will review the cancellation, consider any other appropriate information and notify the Affiliate of its decision. The decision will be final and subject to no further review or appeal. In the event the cancellation is not rescinded, cancellation will be effective as of the date of the Company's original designated cancellation date. In the Company's sole discretion to protect itself, Elevitae, its Affiliates and/or customers, the Company may suspend some or all of an Affiliate's access to information and services and withhold payments during the pendency of an Affiliate Compliance investigation without prior notice to the Affiliate. All reasonable efforts will be made to complete the investigation or restore access in an expeditious manner. The Company reserves the right to suspend or terminate any Affiliate without following these aforementioned procedures.

### 9.3.2 Involuntary Termination Due to Change in Elevitae Business

The company reserves the right to terminate an Affiliate's agreement upon thirty (30) days written notice in the event that the Company: (1) elects to cease business operations; (2) is dissolved as a business entity; (3) elects to terminate distribution of the products and services via direct selling;

## 9.4 Voluntary Cancellation

A participant in this Direct Selling plan 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:

Elevitae LLC  
66 W Flagler Street,  
Suite 900  
Miami, FL 33130

The written notice must include the Affiliate's signature, printed name, address, and Affiliate Identification Number.

## 9.5 Non-renewal

An Affiliate may also voluntarily cancel the Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew an Affiliate's Agreement upon its anniversary date, at the Company's sole discretion.

### 9.5.1 Reassignment

In the event that an Affiliate voluntarily or involuntarily terminates his or her position, the position ownership is then transferred to Elevitae. The Company retains the right, at its sole discretion, to sell or assign that position after six (6) months.

## Section 10: Definitions

Active Affiliate	An Affiliate who: a) has an active and paid Membership account; and b) is in good standing with Elevitae by performing all obligations under the Agreement. An Affiliate who does not meet all of these requirements is an "Inactive Affiliate." Inactive Affiliates may not be eligible to receive commissions or bonuses, they will continue to be billed Annual renewal fees, unless and until they notify the Company in writing of their request to terminate their business.
Agreement	Collectively, the Application, the Policies, the Compensation Plan, and the Business Entity Registration Form (where appropriate), Membership, all in their current form and as amended by the Company in its sole and absolute discretion.
Authorized Officer	A Corporate officer of the Company.
Back Office/ Online Portal	A web-based application available to each Affiliate that includes business building tools, information and reporting about monthly commissions, graphical genealogy, news about events and periodic updates.
Cancellation	The termination of an Affiliate's business.
Elevitae Opportunity	The sales and marketing opportunity afforded to Affiliates under the Agreement.
Elevitae Welcome Kit ("Kit")	A selection of Elevitae training materials and business support literature that is sent to each new Independent Affiliate (IA) when they purchase a Business Pack as part of their enrollment.
Customer	An individual or business that has purchased products or services with Elevitae or affiliate partner.
Customer Agreement	The enrollment form submitted by the Customer that authorizes Elevitae or affiliated partner to become their supplier of corresponding products and services.
Customer Enrollment Form	An official form provided by the Company used for new Customers to purchase the Product or Service.
Direct Selling	A retail channel for the distribution of goods and services directly to the consumer.
Direct Selling Business Venture or Marketing Opportunity	Any entity, association, organization, or program that offers, promotes, or sells consumer goods or services on a person-to-person basis, by an affiliate's website directly to consumers, generally in their homes or the homes of others, at their workplace, and other places away from permanent retail locations.
Identification Badge	An official identification badge provided by the Company.
Identification Number	A unique identification number assigned by the Company to each new Affiliate.
Immediate Household	Heads of household, dependent family members, and any other individual or entity residing at the same address.
Earned Rank Position	The title or rank that an Affiliate has achieved in the Elevitae Compensation Plan.
Level	The layers of Affiliates in a particular Affiliate's Marketing Organization. This term refers to the relationship of an Affiliate relative to a particular Upline Affiliate, determined by the number of Affiliates 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.
Line/Leg/Team	Each Affiliate/Business enrolled immediately underneath an Affiliate and their respective Binary Organization represents one "line", "team" or "leg" in an Affiliate's Marketing Organization. Usually referred to as 'Left Leg' and 'Right Leg'
Marketing Organization	The Customers and Affiliates sponsored below a particular Affiliate.
Official Elevitae Material	Literature, audio or video, social media publications, and other materials developed, printed, published, and distributed by the Company to Affiliates.

Organizational Activity Report	An online report generated by the Company that provides critical data relating to the identities of Affiliates, sales information, and enrollment activity of each Affiliate's Marketing Organization. This report contains confidential and trade secret information, which is proprietary to the Company.
Replicated Website/Funnel Website	The Company approved web presence that allows the Affiliate's contact information. All Customer and Affiliate enrollments completed on the Replicated Website will be automatically credited to the enrolling Affiliates.
Prospect	An individual or entity that is or may become interested in either the Elevitae Products, Opportunity, or both.
Representative Services	During business hours, Elevitae provides Affiliate and Customer support services for Affiliates and Customers. Representative Services can be contacted at 786-776-4007.
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, Instagram, Twitter, LinkedIn, TikTok, and YouTube.
Sponsor	An Affiliate who enrolls another Affiliate into the Company and is listed as the Sponsor on the Affiliate Application. The act of enrolling others and training them to become Affiliates is called "sponsoring."
Submitted Customer	An individual who has submitted a request for service to Elevitae and whose request has not been rejected by vendor or affiliated partner.
Third-Party Verification	The process by which a new Customer's enrollment is verified. Confirms the Customer's authorization to purchase an Elevitae product or service.
Upline	This term refers to the Affiliate or Affiliates above a particular Affiliate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Affiliate to the Company.
Warm Market	An individual with whom the Affiliate has an "established business or personal relationship". This means a prior or existing relationship formed by a voluntary two-way communication between an Affiliate and a person, on the basis of: a) The prospects purchase, rental, or lease of goods or services from the Affiliate, within the six (6) months immediately preceding the date of a solicitation to induce the prospects purchase of Elevitae Products and Services or enrollment in the Elevitae Opportunity; b) An inquiry, application, purchase or transaction by the person regarding products offered by such Affiliate; or c) A personal or familial relationship, which has not been previously terminated by either party.



# POLICIES AND PROCEDURES



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