

TRIVANI

POLICIES AND PROCEDURES

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SECTION 1- INTRODUCTION

1.1-Policies and Compensation Plan Incorporated into Distributor Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of TRIVANI, LLC, (hereafter “TRIVANI” or the Company) are incorporated into, and form an integral part of, the TRIVANI Distributor Agreement. Throughout these Policies, when the term “Agreement” is used it collectively refers to the TRIVANI Distributor Application and Agreement, these Policies and Procedures, the TRIVANI Compensation Plan, and the TRIVANI Business Entity Application (if applicable). These documents are incorporated by reference into the TRIVANI Distributor Agreement (all in their current form and as amended by TRIVANI). It is the responsibility of each Distributor to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures.

1.2- Purpose of Policies

TRIVANI is a direct sales company that markets products and services through Independent Distributors. It is important to understand that your success and the success of your fellow Distributors are dependent upon the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Distributors and TRIVANI, and to explicitly set a standard for acceptable business conduct, TRIVANI has established this Agreement.

TRIVANI Distributors are required to comply with all of the Terms and Conditions set forth in the Agreement which TRIVANI may amend at its sole discretion from time to time, as well as all federal, state, provincial, territorial, and local laws governing their TRIVANI business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this manual carefully. It explains and governs the relationship between you, as an independent contractor, and TRIVANI. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from anyone in your up line or from TRIVANI. To find the most current edition of these Policies & Procedures, see the company's official Distributor web site.

1.3- Changes to the Agreement

Because federal, state, provincial, territorial and local laws, as well as the business environment, periodically change, TRIVANI reserves the right to amend the Agreement and its prices at its sole and absolute discretion. By signing the Distributor Agreement, a Distributor agrees to abide by all amendments or modifications that TRIVANI elects to make. Amendments shall be effective upon notice to Distributors that the Agreement has been modified. Notification of amendments shall be published in official TRIVANI materials. TRIVANI shall provide or make available to all Distributors a complete copy of the amended provisions by one or more of the following methods at the discretion of TRIVANI: (a) posting on the TRIVANI official web site; (b) electronic mail (e-mail); (c) fax -on-demand; (d) inclusion in TRIVANI periodicals; (e) inclusion in product orders or bonus checks; or (f) special mailings.

The continuation of a Distributor's TRIVANI business or a Distributor's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.4- Delays

TRIVANI shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's sources of supply, and/or government decrees or orders.

1.5- Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.

1.6- Waiver

TRIVANI never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of TRIVANI to exercise any right or power under the Agreement or to insist upon strict compliance by a Distributor 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 TRIVANI's right to demand exact compliance with the Agreement.

Waiver by TRIVANI can be effectuated only in writing by an authorized officer of the Company. TRIVANI's waiver of any particular breach by a Distributor shall not affect or impair TRIVANI's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Distributor. Nor shall any delay or omission by TRIVANI to exercise any right arising from a breach affect or impair TRIVANI's rights as to that or any subsequent breach.

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

SECTION 2- BECOMING A DISTRIBUTOR

2.1- Requirements to Become a Distributor

The Company reserves the right to reject any applications for a new Distributor. To become a TRIVANI Distributor, each applicant must:

- 2.1.1- Be of the age of majority (usually eighteen) in his or her state, province, or territory of residence;
- 2.1.2- Have a valid Social Security, Federal Tax ID, Business Entity, or Social Insurance number;
- 2.1.3- Submit a properly completed and signed Distributor Application and Agreement to TRIVANI.

2.2- No Product Purchase Required

No person is required to purchase TRIVANI products or services, or to pay any charge or fee to become a Distributor.

2.3- New Distributor Registration by Telephone, Fax or Online submission

2.3.1- Online Applications

Distributors may sign up on line on TRIVANI official websites.

2.3.2- Fax Applications

Faxed applications must include the Application and Agreement in its entirety.

2.3.3- Telephone Enrollments

An Enroller or the potential new Distributor may call TRIVANI Customer Service to receive their Distributor Identification Number. The new Distributor's ID number and authorization will be valid for 30 days, pending receipt of the completed and signed Distributor Application and Agreement by TRIVANI. If the new Distributor Application and Agreement is not received within the 30-day time period, the authorization shall expire. In this situation, if the applicant wishes to reapply, he or she may do so immediately so long as his or her Direct Upline is the same individual who enrolled him/her. If the applicant wishes to reapply with a new Direct Upline, the applicant must wait six calendar months before reapplying. See Section 3.5.3.

2.4- Distributor Benefits

Once a Distributor Application and Agreement has been accepted by TRIVANI, the benefits of the Compensation Plan and the Distributor Agreement are available to the new Distributor. These benefits include the right to:

2.4.1- Purchase TRIVANI products and services at the Distributor price;

2.4.2- Retail TRIVANI products or resell services, which are described in the TRIVANI product catalog and profit from these sales;

2.4.3.-Participate in the TRIVANI Compensation Plan (receive bonuses and commissions, if eligible);

2.4.4- Enroll other individuals as Distributors or Customers into the TRIVANI business and thereby build a marketing organization and progress through the TRIVANI Compensation Plan;

2.4.5- Receive periodic TRIVANI literature and other TRIVANI communications;

2.4.6- Participate in TRIVANI support, service, training, motivational and recognition functions; and

2.4.7- Participate in TRIVANI promotional and incentive contests and programs.

SECTION 3- OPERATING A TRIVANI BUSINESS

3.1- No Modification to TRIVANI Programs

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

3.2- Advertising

3.2.1- General

All Distributors shall safeguard and promote the good reputation of TRIVANI and its products. The marketing and promotion of TRIVANI, the TRIVANI opportunity, the Compensation Plan, and TRIVANI products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Accordingly, Distributors must submit to the TRIVANI Compliance department and receive specific written approval prior to using any written sales aids, promotional materials, advertisements, and other literature (including proposed Internet advertising).

3.2.2- Distributor Web Sites

If a Distributor desires to use an Internet web page to promote his or her business, he or she may do so with prior written permission from TRIVANI Distributor Compliance.

3.2.3-Domain Names and E-mail Addresses

Distributors may not use or attempt to register any of TRIVANI's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. Similarly, Distributors may not use any such marks in any portion of any e-mail address.

3.2.4- Trademarks and Copyrights

TRIVANI will not allow the use of its trade names, trademarks, designs, or symbols by any person, including TRIVANI Distributors, without its prior, written permission. Distributors may not produce for sale or distribution any recorded Company events and/or speeches without written permission from TRIVANI. Neither may Distributors reproduce for sale nor for

personal use any recording of Company-produced audio or video tape presentations.

The name of TRIVANI and other names as may be adopted by TRIVANI are proprietary trade names, trademarks and service marks of TRIVANI. As such, these marks are of great value to TRIVANI and are supplied to Distributors for their use only in an expressly authorized manner. Use of TRIVANI names on any item not produced by the Company is prohibited except as follows:

Distributor's Name

Independent TRIVANI Distributor

All Distributors may list themselves as an "Independent TRIVANI Distributor" in the white or yellow pages of the telephone directory under their own name. No Distributor may place telephone directory display ads using TRIVANI's name or logo. Distributors may not answer the telephone by saying "TRIVANI", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of TRIVANI.

3.2.5- Media and Media Inquiries

Distributors must not attempt to respond to media inquiries regarding TRIVANI, its products or services, or their independent TRIVANI business. All inquiries by any type of media must be immediately referred to TRIVANI's public relations Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

3.2.6- Help Wanted Ads

Distributors shall not advertise in the "Help Wanted" section of newspapers, periodicals, websites, or other media. Under no circumstances shall a Distributor place an advertisement seeking to attract new Distributors that states or implies that an employment opportunity exists. All advertisements, regardless of the media used, must specify that the TRIVANI program is an opportunity to run an independent business.

3.2.7- Spamming and Unsolicited Faxes

Except as provided in this section, Distributors may not use or transmit unsolicited faxes, mass e-mail distribution, unsolicited e-mail, or "spamming" relative to the operation of their TRIVANI businesses. The terms "unsolicited faxes" and "unsolicited e-mail" mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting TRIVANI, its products, its compensation plan or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax or e-mail: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Distributor has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between a Distributor and a person, on the basis of: (1) an inquiry, application, purchase or transaction by the person regarding products offered by such Distributor; or (2) a personal familial relationship, which relationship has not been previously terminated by either party.

3.28 – Enrolling

All active Distributors in good standing have the right to enroll others into TRIVANI. Each prospective Distributor or Customer has the ultimate right to choose his or her own Direct Upline, subject to the following provisions:

3.28.1 If two Distributors claim to be the Direct Upline of the same new Distributor or Customer, the first properly completed application received by TRIVANI, whether by fax, mail, telephone, or online submission, shall be controlling.

3.28.2 If two Distributors claim to be the Direct Upline of the same new Distributor or Customer, and no application is on file, the first Distributor who attempted to Recruit the new Distributor or Customer shall be the sponsor of the new Distributor or Customer.

3.28.3 In no event shall a Distributor or Customer be sponsored by TRIVANI directly without first applying with the company to be directly sponsored, which application must be approved by the Chief Executive Officer of TRIVANI. In the event that a prospective Distributor or Customer have been Recruited by another Distributor, the prospective Distributor or Customer is not eligible to be sponsored by TRIVANI.

3.3- Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited.

“Bonus buying” includes: (a) *the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Distributor Application and Agreement by such individuals or entities;* (b) *the fraudulent enrollment of an individual or entity as a Distributor or Customer;* (c) *the enrollment or attempted enrollment of non-existent individuals or entities as Distributors or Customers (“phantoms”);* (d) *Purchasing TRIVANI merchandise or services on behalf of another Distributor or Customer, or under another Distributor's or Customer's I.D. number, to qualify for commissions or bonuses; or* (e) *purchasing more product than a Distributor and his or her family can reasonably sell or consume in a month.*

3.4- Business Entities

A Corporation, limited liability Company, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to become a TRIVANI Distributor by submitting its Certificate of Incorporation, Certificate of Existence, Partnership Agreement or trust documents (these documents are collectively referred to as the “Entity Documents”) to TRIVANI, along with a properly completed TRIVANI Form #9006. This form is to be used by new Distributor applicants as well as existing Distributors who wish to change the organizational structure of their TRIVANI business. Members of the Business Entity are jointly and severally liable for any indebtedness or other obligation to TRIVANI.

3.5- Changes to Ownership of a TRIVANI Business

3.5.1- Addition of Co-Applicants

When adding a co-applicant (either an individual or a business entity) to an existing TRIVANI Business, the Distributor must submit a written request and a properly completed Distributor Application and Agreement containing the applicants and co-applicant's Social Security

Numbers and signatures. To prevent the circumvention of Section 3.26 (regarding transfers and assignments of TRIVANI Business), the original applicant must remain as a party to the original Distributor Application and Agreement. If the original Distributor wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her TRIVANI Business in accordance with Section 3.26. If this process is not followed, the TRIVANI Business shall be cancelled upon the withdrawal of the original Distributor. All bonus and commission checks will be sent to the address of record of the original Distributor. Please note that the modifications permitted within the scope of this paragraph do not include a change of Direct Upline. Changes of Direct Upline are addressed in Section 3.5.3, below. TRIVANI may, at its discretion, require notarized documents before implementing any changes to a TRIVANI Business. Please allow 30 days after the receipt of the request by TRIVANI for processing.

3.5.2- Change of Direct Upline

Direct Upline changes are not permitted except pursuant to Section 3.5.3.

3.5.3- Cancellation and Re-application

A Distributor may legitimately change organizations by voluntarily canceling his or her TRIVANI Business by submitting TRIVANI Form #9001 and remaining inactive (i.e., no purchase of TRIVANI products for resale, no enrolling, no attendance at any TRIVANI functions, participation in any other form of TRIVANI Business activity, or operation of any other TRIVANI business) for six full calendar months. Following the six-month period of inactivity, the former Distributor may reapply under a new Direct Upline.

3.6- Unauthorized Claims and Actions

3.6.1- Indemnification

A Distributor is fully responsible for all of his or her verbal and written statements made regarding TRIVANI products, services, and the Compensation Plan which are not expressly contained in official TRIVANI materials. Distributors agree to indemnify TRIVANI and TRIVANI's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court cost, or lost business incurred by TRIVANI as a result of the Distributor's unauthorized representations or actions. This provision shall survive the termination of the Distributor Agreement.

3.6.2- Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by TRIVANI may be made except those contained in official TRIVANI literature. In particular, no Distributor may make any claim that TRIVANI products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Not only do such claims violate TRIVANI policies, but they potentially violate federal and local laws and regulations, including the Federal Food, Drug and Cosmetic Act and Federal Trade Commission Act.

3.6.3- Income Claims

In their enthusiasm to enroll prospective Distributors, some Distributors are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Distributors may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. Moreover, the Federal Trade Commission and several states and provinces have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. Therefore, Distributors may not make income projections, income claims, representations, or disclose his or her TRIVANI income or the income of any other TRIVANI Distributor (including the showing of checks, copies of checks, bank statements, or tax records).

3.7- Commercial Retail Outlets

TRIVANI strongly encourages the retailing and selling of its products and services through person to person contact. In an effort to reinforce this method of marketing and to help provide a standard of fairness for its Distributor base, Distributors may not display or sell TRIVANI products, services, or literature in any retail or service establishment. Notwithstanding the foregoing, TRIVANI products may be displayed in health spas, hair, nail and skin salons, tanning salons, gyms or health clubs, and offices of health care practitioner's who are licensed to practice their profession in the state or province in which their office is located.

3.8- Trade Shows, Expositions and Other Sales Forums

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

3.9- Conflict of Interest

3.9.1- Nonsolicitation

TRIVANI Distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, and for one year thereafter, regardless of the reason for termination or cancellation, Distributors may not recruit other TRIVANI Distributors or Customers for any other network marketing business. Notwithstanding the foregoing, Distributors may recruit their personally enrolled downline Distributors and immediate family members (parents, siblings, and children). The term "recruit" means actual or attempted solicitation, enrollment,

encouragement, or effort to influence in any other way, either directly or through a third party, another TRIVANI Distributor or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Distributor's actions are in response to an inquiry made by another Distributor or Customer. Distributors may not offer the TRIVANI opportunity, products or services to prospective or existing Customers or Distributors in conjunction with any non-TRIVANI approved program, opportunity, product or service. Distributors may not offer any non-TRIVANI approved opportunity, product or services at any TRIVANI-related meeting, seminar, convention, or immediately following such event.

3.10- Cross-Enrolling

Actual or attempted cross enrolling is strictly prohibited. "Cross enrolling" is defined as the enrollment of an individual who or entity that already has a current Distributor or Customer Agreement on file with TRIVANI, or who has had such an agreement or other relationship with TRIVANI within the preceding six calendar months, with a different Enroller. The use of a spouse's or relative's name, trade names, DBA's, assumed names, corporations, partnerships, trusts, federal ID numbers or fictitious ID numbers to circumvent this policy is prohibited. Distributors shall not demean, discredit or defame other TRIVANI Distributors or Customers in an attempt to entice another Distributor or Customer to become part of the first Distributor's marketing organization. This policy shall not prohibit the transfer of a TRIVANI Business in accordance with Section 3.26.

3.11- Errors or Questions

If a Distributor has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Distributor must notify TRIVANI's Distributor Relations Department in writing within 60 days of the date of the purported error or incident in question. TRIVANI will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

3.12- Excess Inventory Purchases Prohibited

Distributors are not required to carry inventory of products or sales aids. Distributors who do so may find making retail sales and building a business somewhat easier because of the decreased response time in fulfilling customer orders. Each Distributor must make his or her own decision with regard to these matters. To ensure that Distributors are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to TRIVANI upon the Distributor's cancellation pursuant to the terms of Section 7.2

TRIVANI strictly prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for commissions, bonuses or advancement in the Compensation Plan. Distributors may not purchase more inventory than they can reasonably resell or consume in a month nor may they encourage others to do so.

3.13-Governmental Approval or Endorsement

Neither federal nor local regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Distributors shall not represent or imply that

TRIVANI or its Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.

3.14- Holding Applications or Orders

Distributors must not manipulate enrollments of new applicants and purchases of products. All Distributor Applications and Agreements, and product orders must be sent to TRIVANI within five working days from the time they are signed by a Distributor or placed by a Customer, respectively.

3.15- Identification

All Distributors are required to provide a correct Social Security Number, Social Insurance Number, Business Entity or Federal Employer Identification Number to TRIVANI on the Distributor Application and Agreement.

3.16- Income Taxes

Each Distributor is responsible for paying local, state/provincial, and federal taxes on any income generated as an Independent Distributor. If a TRIVANI business is tax exempt, the Federal tax identification number must be provided to TRIVANI. Every year, TRIVANI will provide the appropriate United States or Canadian tax forms to Distributors based upon the respective government requirements.

3.17- Independent Contractor Status

Distributors are independent contractors and are not purchasers of a franchise or a business opportunity. The agreement between TRIVANI and its Distributors does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Distributor. Distributors shall not be treated as an employee for his or her services or for Federal or local tax purposes. All Distributors are responsible for paying local, state (provincial), and federal taxes due from all compensation earned as a Distributor of the Company. The Distributor has no authority (expressed or implied), to bind the Company to any obligation. Each Distributor shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Distributor Agreement, these Policies and Procedures, and applicable law.

3.18- Insurance – Business Pursuits Coverage

You may wish to arrange insurance coverage for your TRIVANI Business. Your Homeowner's insurance policy likely does not cover business-related injuries or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple “Business Pursuit” endorsement attached to your present home owner's policy.

3.19- International Marketing

Distributors who wish to enroll individuals in other countries must complete an international

Enrollment Form, and must comply with the applicable laws and policies and procedures of such countries.

3.20- Adherence to Laws and Ordinances

3.20.1- Local Ordinances

Many cities and counties have laws regulating home-based businesses. Distributors must obey those laws that apply to them. If a city or county official tells a Distributor that an ordinance applies to him or her, the Distributor shall be polite and cooperative and immediately send a copy of the ordinance to the Compliance Department of TRIVANI. In most cases there are exceptions to the ordinance that may apply to TRIVANI Distributors.

3.20.2- Compliance with Federal, State, Provincial, and Local Laws

Distributors shall comply with all federal, state, provincial, and local laws and regulations in the conduct of their businesses.

3.21- Minors

Distributors shall not enroll or recruit individuals under the age of majority (usually 18 years of age) in the recruit's respective state, province, or territory.

3.22- One TRIVANI Business per Distributor

TRIVANI Distributors may own, operate, or have equitable interest in only one TRIVANI Business. Distributors shall not use business entities, trusts, or other devices to avoid this policy. Spouses must jointly hold one TRIVANI Business. An exception to this policy will be considered on a case by case basis if two Distributors marry or in cases of a Distributor receiving an interest in another TRIVANI Business through inheritance from an immediate family member. Requests for exceptions to this policy must be submitted in writing to the Distributor Compliance Department.

3.22.1- Children Living At Home

A Distributor's child who is over the age of majority (usually 18) and residing in the same household as the Distributor may own a TRIVANI Business independently from his or her parent. However, the TRIVANI Business owned and operated by the child must be a bona fide TRIVANI Business separate and apart from the parent's TRIVANI Business. A Distributor's child need not be enrolled by his or her parent, nor be in the same line of enrollment as his or her Distributor parent.

3.22.2- Actions of Household Members or Affiliated Individuals

If any member of a Distributor's immediate household engages in any activity which, if performed by the Distributor, would violate any provision of this Agreement, such activity will be deemed a violation by the Distributor and TRIVANI may take disciplinary action pursuant to the Policies and Procedures against the Distributor. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated

individual”) violates this Agreement, such action(s) will be deemed a violation by the TRIVANI Business, and TRIVANI may take disciplinary action against the TRIVANI Business.

3.23- Re-packaging and Re-labeling Prohibited

Distributors may not re-package, re-label, refill or alter the labels on any TRIVANI product, information, material or program in any way. TRIVANI products must be sold in their original containers only. Such re-labeling or repackaging would likely violate federal and local laws, which could result in severe criminal penalties. You should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labeling of products, the persons using the product suffer any type of injury or their property is damaged.

3.24- Research Fees

Any request from a Distributor for copies of invoices, applications, downline activity reports, or other records will require a fee as periodically determined by TRIVANI.

3.25- Roll-up of Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of a TRIVANI Business, each Distributor in the first level immediately below the terminated Distributor on the date of the cancellation will be moved to the first level (“front-line”) of the terminated Distributor's Direct Upline. TRIVANI reserves the right to not roll up a TRIVANI Business, or delay a roll up, in contested cases, in cases where the beneficiary of the roll up is not in compliance with TRIVANI's policies, or in other circumstances deemed appropriate by TRIVANI.

3.26- Sale, Transfer or Assignment of TRIVANI Business

Although a TRIVANI Business is a privately owned, independently operated Business, the sale, transfer or assignment of a TRIVANI Business is subject to certain limitations. If a Distributor wishes to sell his or her TRIVANI Business, the following criteria must be met:

3.26.1- Protection of the existing line of enrollment must always be maintained so that the TRIVANI Business continues to be operated in line of enrollment.

3.26.2- The buyer or transferee must become a qualified TRIVANI Distributor and must complete and submit to TRIVANI's Distributor Compliance Department TRIVANI Form #9007- Sale and Purchase of TRIVANI Business. If the buyer is an active TRIVANI Distributor, he or she must first sell his or her TRIVANI Business before the purchase of any interest in the new TRIVANI Business. An exception to this provision exists if a Distributor purchases the TRIVANI Business of a Distributor on his or her immediate frontline. If a Distributor purchases the TRIVANI Business of one of his or her frontline Distributors, there will be a roll up of the downline organization.

3.26.3- Before the sale, transfer or assignment can be finalized and approved by TRIVANI, any debt obligations the selling Distributor has with TRIVANI must be satisfied.

3.26.4- The selling Distributor 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 a TRIVANI Business.

Prior to selling a TRIVANI Business, the selling Distributor must notify the TRIVANI Compliance Department of his or her intent to sell the TRIVANI Business by submitting TRIVANI Form #9007 and receive written approval for the transfer or sale. No changes in line of enrollment can result from the sale or transfer of a TRIVANI Business. TRIVANI retains the discretion to reject any TRIVANI Business sale or transfer.

3.27- Separation of a TRIVANI Business

TRIVANI Distributors often operate their TRIVANI Business as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as “entities”) may dissolve, arrangements must be made to assure that any separation or division of the TRIVANI Business is accomplished so as not to adversely affect the interest and income of other TRIVANI Businesses up or down the line of enrollment. If the separating parties fail to provide for the best interests of other Distributors and the Company, TRIVANI will involuntarily terminate the Distributor Agreement and roll-up their entire organization pursuant to Section 3.25. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

3.27.1- One of the parties may, with written, notarized consent of the other(s), operate the TRIVANI Business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustee authorize TRIVANI to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee. In this situation all bonuses and commissions shall be paid to the party receiving the TRIVANI Business.

3.27.2- The parties may continue to operate the TRIVANI Business jointly on a “business-as-usual” basis, whereupon all compensation is paid by TRIVANI according to the status quo as existed prior to the filing of the divorce or dissolution proceedings.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving TRIVANI Business entity be divided. Similarly, under no circumstances will TRIVANI split commission and bonus checks between divorcing spouses or members of dissolving entities. TRIVANI will recognize only one Downline Organization and will issue only one commission check per TRIVANI Business per commission cycle. Commission checks 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 TRIVANI Business within six calendar months from the date on which the divorce action was filed or the dissolution proceedings instituted, the Distributor Agreement shall be involuntarily cancelled.

If a former spouse has completely relinquished all rights in their original TRIVANI Business, they are thereafter free to immediately enroll under any Distributor of their choosing. Former entity affiliates must wait six calendar months before they may re-enroll under a different Distributor, but may re-enroll immediately under the same Distributor who had been the Direct Upline of the dissolved entity. In such case, however, the former spouse or partner shall have no rights to any Distributors in their former organization or any former Customer.

3.28- Enrolling

All active Distributors in good standing have the right to enroll others into TRIVANI. Each prospective Distributor or Customer has the ultimate right to choose his or her own Direct Upline. If two Distributors claim to be the Direct Upline of the same new Distributor or Customer, the first properly completed application received by TRIVANI, whether by fax, mail, telephone, or online submission, shall be controlling.

3.29- Stacking

“Stacking” is strictly prohibited. The term “stacking” includes:

(a) providing financial assistance to Distributors for the purpose of maximizing the compensation plan; (b) violating the one TRIVANI Business per household rule (rule 3.22) and/or (c) enrolling fictitious individuals or entities into the TRIVANI compensation plan (rule 3.3).

3.30- Succession

Upon the death or incapacitation of a Distributor, his or her TRIVANI Business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. If a will or other testamentary document is contested, and the Distributorship is not awarded within six calendar months from the date of the Distributor's death, or if the successor does not complete all of the requirements listed below within a six calendar month period, the TRIVANI Business shall be involuntarily cancelled. Accordingly, a Distributor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a TRIVANI Business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Distributor's marketing organization provided the following qualifications are met. The successor(s) must:

- 3.30.1- Execute a Distributor Agreement;
- 3.30.2- Submit an original death certificate to TRIVANI;
- 3.30.3- Submit to TRIVANI a notarized copy of the will or other instrument establishing the successor's right to the TRIVANI Business;
- 3.30.4- Comply with terms and provisions of the Agreement;
- 3.30.5- Meet all of the qualifications for the deceased Distributor's status; and
- 3.30.6- If the TRIVANI Business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer identification number. TRIVANI will issue all bonus and commission checks and one 1099 to the business entity.

3.31- Transfer upon Incapacitation of a Distributor

To affect a transfer of a TRIVANI Business because of incapacity, the successor must provide the following to TRIVANI;

- (1) A notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the TRIVANI business; and*
- (3) a completed Distributor Agreement executed by the trustee.*

3.32- Telemarketing Techniques

The use of any automated telephone solicitation equipment or “boiler-room” telemarketing operations in connection with the marketing or promotion of TRIVANI, its products, or the opportunity is prohibited.

SECTION 4- RESPONSIBILITIES OF DISTRIBUTORS

4.1- Change of Address or Telephone

Distributors may change their telephone number, mailing address, street address, or e-mail address on the TRIVANI website, by contacting TRIVANI Customer Service, and/or by submitting a written request to TRIVANI using form #9010.

4.2- Continuing Development Obligations

4.2.1- Ongoing Training

Any Distributor who enrolls another Distributor into TRIVANI must perform a bona fide assistance and training function to ensure that his or her downline is properly operating. Distributors must have ongoing contact and communication with the Distributors in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Distributors to TRIVANI meetings, training sessions, and other functions. Upline Distributors are also responsible to motivate and train new Distributors in TRIVANI product knowledge, effective sales techniques, the TRIVANI Compensation Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline Distributors must not, however, violate Section 3.6 (regarding the development of Distributor-produced sales aids and promotional materials). Distributors must monitor the Distributors in their Downline Organizations to ensure that downline Distributors do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Distributor should be able to provide documented evidence to TRIVANI of his or her ongoing fulfillment of the responsibilities of Distributor.

4.2.2- Increased Training Responsibilities

As Distributors progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the TRIVANI program. They will be called upon to share this knowledge with lesser experienced Distributors within their organization.

4.2.3- Ongoing Sales Responsibilities

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

4.3- Nondisparagement

TRIVANI wants to provide its independent Distributors with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticism and comments. All such comments should be submitted in writing to TRIVANI's Distributor Relations Department.

Remember, to best serve you, we must hear from you. While TRIVANI welcomes constructive input, negative comments and remarks made in the field by Distributors about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other TRIVANI Distributors. For this reason, and to set the proper example for their downline, Distributors must not disparage, demean, or make negative remarks about TRIVANI, other TRIVANI Distributors, TRIVANI's products, the Compensation Plan, or TRIVANI's directors, officers, or employees.

4.4- Reporting Policy Violations

Distributors observing a Policy violation by another Distributor should submit a written report of the violation directly to the attention of the TRIVANI Distributor Compliance. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

SECTION 5 – SALES REQUIREMENTS

5.1- Product Sales

The TRIVANI Compensation Plan is based upon the sale of TRIVANI products and services to end consumers. Distributors must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of leadership. The following sales requirements must be satisfied for Distributors to be eligible for commissions:

5.1.1- At least 70% of a Distributor's total monthly personal sales volume must be sold to Customers or used by the Distributor and his or her immediate family.

5.1.2- Distributors must develop or service at least five Customers every month. These customers can be either Retail Customers, Retail Accounts, Preferred Customers, or a combination thereof.

5.2- No Price or Territory Restrictions

Distributors are not required to sell TRIVANI products at the suggested retail prices set by TRIVANI on the TRIVANI's Price List. Distributors may sell TRIVANI products at any price they choose. There are no exclusive territories granted to anyone. No franchise fee is required.

5.3- Sales Receipts

All Distributors must provide their retail customers with two copies of an official TRIVANI sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee for TRIVANI products, as well as any consumer protection rights afforded by federal or local law.

Distributors must maintain all retail sales receipts for a period of two years and furnish them to TRIVANI at the Company's request. Records documenting the purchases of Distributors' Direct Customers will be maintained by TRIVANI. Distributors must ensure that the following information is contained on each sales receipt: (1) The date of the transaction; (2) Name and address of the selling Distributor. Customers must receive two copies of the sales receipt. In addition, Distributors must orally inform the buyer of his or her cancellation rights.

SECTION 6- BONUSES AND COMMISSIONS

6.1- Bonus and Commission Qualifications

A Distributor must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Distributor complies with the terms of the Agreement, TRIVANI shall pay bonuses and commissions to such Distributor in accordance with the Compensation Plan. The minimum amount for which TRIVANI will issue a check is \$5.00.

6.2- Adjustment to Bonuses and Commissions

6.2.1- Adjustments for Returned Products

Distributors receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to TRIVANI for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Distributors who received bonuses and commissions on the sales of the refunded products.

6.2.2- Other Deductions

TRIVANI will deduct fees from Distributor's bonus and commission checks for genealogy reports requested by a Distributor, label fees, transfer request fees, maintenance fees, and fees for other services provided by TRIVANI, and for any other outstanding balance on Distributor's TRIVANI account. The Company further reserves the right to deduct sums from a Distributor's commission and bonus check that constitute disciplinary sanctions.

6.3- Reports

All information provided by TRIVANI in online or telephonic downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline enrolling activity is believed to be accurate and reliable. Nevertheless, due to various factors, including: the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs, the information is not guaranteed by TRIVANI 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 REPRESENTATIONS OF ANY KIND

WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT.

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

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

SECTION 7- PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

7.1- Product Guarantee

TRIVANI offers a 100% 30-day money-back satisfaction guarantee (less shipping and handling charges) to all Distributors and Customers. TRIVANI Distributors shall honor this guarantee on all products that they sell to their Customers (Distributors must submit TRIVANI Form #9008 when returning products sold to their Retail Customers). Distributors may return no more than \$300 (at wholesale) worth of merchandise to TRIVANI for a refund annually. Any returns over \$300 annually shall be considered an inventory repurchase and the TRIVANI Business shall be cancelled. The Company shall deduct from the Distributor's subsequent commission checks and/or from the refund paid to the Distributor any commissions, bonuses, rebates or other incentives received by the Distributor that were associated with the merchandise that is returned.

7.1.1- Cooling off Period

Distributors must orally inform Retail Customers of their right to rescind a purchase or an order within 72 hours, and ensure that the date of the order or purchase is entered on the order form. All Retail Customers must be provided with two copies of an official TRIVANI sales receipt at the time of the sale. The back of the receipt provides the Retail Customer with written notice of his or her rights to cancel the sales agreement.

A Retail Customer who makes a purchase of \$25.00 or more has three business days (Saturdays constitute business days) (72 hours) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on TRIVANI receipt forms (Alaska residents have ten days). When a Distributor makes a sale or takes an order from a Retail Customer who cancels or requests a refund within the 72 hour period, the Distributor must promptly refund the Retail Customer who cancels or requests a refund within the 72 hour period, the Distributor must promptly refund the Retail Customer's money as long as the products are returned to the Distributor in substantially as good condition as when received.

7.1.2- Returns by Distributors (Products Returned by Retail Customers)

If a Retail Customer returns a product to the Distributor from whom it was purchased, the Distributor may return it to the Company for an exchange or refund (less shipping and handling). All products returned by Retail Customers must be returned to the Company within ten days from the date on which it was returned to the Distributor along with the sales receipt that the Distributor gave to the Retail Customer. Distributors must submit TRIVANI Form #9008 when returning products sold to their Retail Customers.

7.2- Return of Inventory and Sales Aids by Distributors

Upon cancellation of a Distributor's Agreement, the Distributor may return inventory and sales aids for a refund if he or she is unable to sell or use the merchandise. A Distributor may only return products and sales aids purchased by him or her that are in resalable condition. Upon receipt of the products and sales aids, the Distributor will be reimbursed 90% of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit or debit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the Distributor any commissions, bonuses, rebates or other incentives received by the Distributor which were associated with the merchandise that is returned.

7.3- Returns Procedure from Distributors to TRIVANI.

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

7.3.1- All merchandise must be returned by the Distributor or Customer who purchased it directly from TRIVANI.

7.3.2- All products to be returned must have a Return Goods Authorization Number which is obtained by calling the TRIVANI Sales and Service Department. The Return Goods Authorization Number must be written on each carton returned.

7.3.3- The return is accompanied by a completed and signed Distributor Product Return/ Exchange Form (TRIVANI Form #9009), a copy of the original dated retail sales receipt, and the unused portion of the product in its original container.

7.3.4- Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to TRIVANI, shipping pre-paid. TRIVANI does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Distributor. If returned product is not received by the Company, it is the responsibility of the Distributor to trace the shipment.

7.3.5- If a Distributor is returning merchandise to TRIVANI that was returned to him or her by a personal Retail Customer, the product must be received by TRIVANI within ten days from the date on which the Retail Customer returned the merchandise to the Distributor, and must be accompanied by both the sales receipt the Distributor gave to the Customer at the time of the sale and TRIVANI Form #9008.

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

SECTION 8- DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1- Disciplinary Sanctions

Violation of this Agreement, these Policies and Procedures, or any illegal, fraudulent, deceptive or unethical business conduct by a Distributor may result, at TRIVANI's discretion, in one or more of the following corrective measures:

8.1.1- Issuance of a written warning or admonition;

8.1.2- Requiring the Distributor to take immediate corrective measures, including but not limited to personally refunding Customers who may have been harmed by the Distributor's improper conduct;

8.1.3- Imposition of a fine, which may be withheld from bonus and commission checks;

8.1.4- Requiring an offending Distributor to pay for all refunds, rebates, or damages that TRIVANI incurs as a result of the Distributor's improper conduct. Such sums may be deducted from the Distributor's commission and bonus checks;

8.1.5- Loss of rights to one or more bonus and commission checks;

8.1.6- TRIVANI may withhold from a Distributor all or part of the Distributor's bonuses and commissions during the period that TRIVANI is investigating any conduct allegedly violating the Agreement. If a TRIVANI Business is cancelled for disciplinary reasons, the Distributor will not be entitled to recover any commissions withheld during the investigation period;

8.1.7- Suspension of the individual's Distributor Agreement for one or more pay periods;

8.1.8- Involuntary termination of the offender's Distributor Agreement;

8.1.9- Any other measure expressly allowed within any provision of the Agreement or which TRIVANI deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Distributor's policy violation or contractual breach;

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

8.2- Grievances and Complaints

When a Distributor has a grievance or complaint with another Distributor regarding any practice or conduct in relationship to their respective TRIVANI businesses, the complaining Distributor should first report the problem to his or her Direct Upline who should review the matter and try to resolve it with the other party's Direct Upline. If the matter cannot be resolved, it must be reported in writing to the Distributor Compliance Department at the Company. The Distributor Compliance Department will review the facts and attempt to resolve it.

8.3- Appeals of Disciplinary Sanctions

If a Distributor wishes to appeal a disciplinary sanction, the Distributor's appeal must be in writing and sent via Certified Mail, Return Receipt Requested and received by the Company within 15 days from the date of TRIVANI's disciplinary notice. If the appeal is not received by TRIVANI within the 15-day period, the sanction will be final. The Distributor must submit all supporting documentation with his or her appeal correspondence. If the Distributor files a timely appeal of cancellation, TRIVANI will review and reconsider the disciplinary sanction, consider any other appropriate action, and notify the Distributor in writing of its decision.

8.4- Arbitration

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled 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.

Distributors waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Springville, State of Utah. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Association provides. Each party to the arbitration shall be responsible for its own 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.

Nothing in these Policies and Procedures shall prevent TRIVANI 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 TRIVANI'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.

8.5- Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any controversy or claim not subject to arbitration shall be in Utah County, state of Utah. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the state of Utah shall govern all other matters relating to or arising from the Agreement.

SECTION 9- ORDERING

9.1- Retail Customers

Distributors are encouraged to promote TRIVANI's Retail Customer Program to Retail Customers. The Retail Customer Program allows Retail Customers to purchase their products directly from TRIVANI. Customers simply call TRIVANI's Toll Free Order Number to place their orders, which they can charge to their credit or debit card. TRIVANI will send the ordered products directly to the Customer. To ensure that Distributors receive the appropriate commission, Customers may not place an order without a valid ID number.

9.2- Wholesale Members

Even more efficient than the Retail Customer Program is TRIVANI's Wholesale Members Program. Under the Wholesale Members Program, an individual may sign up to have a pre-selected package of TRIVANI's products delivered to his or her home, purchase TRIVANI product at wholesale price, but will not be allowed privileges of enrolling or otherwise participating in TRIVANI's lucrative compensation plan.

9.3- Purchasing TRIVANI Products

Each Distributor should purchase his or her products directly from TRIVANI. If a Distributor purchases products from another Distributor or any other source, the purchasing Distributor will not receive the personal sales volume that is associated with that purchase.

9.4- General Order Policies

On mail orders with invalid or incorrect payment, TRIVANI will attempt to contact the Distributor by phone and/or mail to try to obtain another payment. If these attempts are unsuccessful after five working days the order will be returned unprocessed. No C.O.D. orders will be accepted. TRIVANI maintains no minimum order requirements. Orders for products and sales aids may be combined.

9.5-Shipping and Back Order Policy

TRIVANI will expeditiously ship any part of an order currently in stock. If, however, an ordered item is out-of-stock, it will be placed on back order and sent when TRIVANI produces additional inventory. Distributors will be charged and given Personal Sales Volume on back ordered items unless notified on the invoice that the product has been discontinued. TRIVANI will notify Distributors and Customers if items are back-ordered and are not expected to ship within 60 days from the date of the order. Back ordered items may be cancelled upon a Customer's or Distributor's request. Distributors and customers may request a refund, credit on account, or replacement merchandise for cancelled back orders. If a refund is requested, the Distributor's Personal Sales Volume will be decreased by the amount of the refund in the month in which the refund issued.

9.6- Confirmation of Order

A Distributor, Customer, and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify TRIVANI of any shipping discrepancy or damage within 30 days of shipment will cancel a Distributor's right to request a correction.

SECTION 10- PAYMENT AND SHIPPING

10.1- Insufficient Funds

It is the responsibility of each Distributor to ensure that there are sufficient funds or credit available in his or her account to cover all payment, including orders, fees, etc. Insufficient funds may result in a Distributor's failure to meet his or her Personal Sales Volume requirements for the month.

10.2- Returned Checks

All checks returned by a Distributor's bank for insufficient funds will be re-submitted for payment. A \$25.00 returned check fee will be charged to the account of the Distributor. After receiving a returned check from a Customer or a Distributor, all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to TRIVANI by a Distributor for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.

10.3- Restrictions on Third Party Use of Credit Cards and Checking Account Access

Distributors shall not permit other Distributors or Customers to use his or her credit card, or permit debits to their checking accounts, to enroll or make purchases from the Company.

10.4- Sales Taxes

To free Distributors from as many administrative, operational, and logistical tasks as possible. TRIVANI relieves Distributors of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes.

By virtue of its business operations, TRIVANI is required to charge sales taxes on all purchases made by Distributors and Customers and remit the taxes charged to the respective states and/or local governments. Accordingly, TRIVANI will collect and remit sales taxes on behalf of Distributors, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If a Distributor has submitted, and TRIVANI has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Distributor. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state or province for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state/province. Any sales tax exemption accepted by TRIVANI is not retroactive. Distributors who do not want sales tax charged on their orders must submit the appropriate Sales Tax Exemption Certificate for the state or province in which they reside. The taxability of products and sales tax rates differ by state. Additionally, an increasing number of local taxes (county and city) are being initiated throughout the country. This could result in a disparity in what TRIVANI charges a Distributor and what the

Distributor in turn can charge a Retail Customer depending upon where the sale occurs. It is the responsibility of each Distributor to know what products are taxable and at what rate. If you have questions regarding taxability and rates, contact your state or local department of revenue for assistance.

SECTION 11- INACTIVITY AND CANCELLATION

11.1- Effect or Cancellation

So long as a Distributor remains active and complies with the terms of the Distributor Agreements and these Policies and Procedures, TRIVANI shall pay bonuses and commissions to such Distributor in accordance with the Compensation Plan. A Distributor's bonuses and commissions constitute the entire consideration for the Distributor's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Distributor's cancellation for inactivity or voluntary or involuntary cancellation of his or her Distributor Agreement (collectively referred to as "cancellation"), the former Distributor shall have no right, title, claim or interest to the Downline Organization that he or she operated, or any commission or bonus from the sales generated by the organization. A Distributor whose TRIVANI Business is cancelled will permanently lose all rights as a Distributor. This includes the right to sell TRIVANI products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Distributor's former downline sales organization. In the event of cancellation, Distributors agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization. Following a Distributor's cancellation of his or her Distributor Agreement, the former Distributor shall not hold himself or herself out as a TRIVANI Distributor and shall not have the right to sell TRIVANI products or services. A Distributor whose Distributor Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

When a TRIVANI Business is cancelled, unless pursuant to 11.3 (see below), the Distributor's downline organization is immediately and permanently moved to the Distributor's Direct Upline organization.

11.2- Cancellation Due to Inactivity

If a Distributor has not made at least one personal product purchase during six consecutive commission periods (and thus become "inactive"), his or her Distributor Agreement shall be cancelled for inactivity. Personal product purchase includes purchases, by the Distributor, of commissionable TRIVANI product. Written confirmation of the cancellation will not be provided by TRIVANI. A Distributor whose TRIVANI Business is cancelled for inactivity shall be reclassified as a Wholesale Member and shall be entitled to purchase TRIVANI products at the wholesale price, but will not be entitled to participate in the TRIVANI compensation plan.

11.3- Involuntary Cancellation (Termination)

A Distributor's violation of any of the terms of the Agreement, including any amendments that may be made by TRIVANI at its sole discretion, may result in any of the sanctions listed in Section 8.1,

including the involuntary cancellation (termination) of his or her Distributor Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed, or delivered to an express courier, to the Distributor's last known address (or fax number), or to his or her attorney, or when the Distributor receives actual notice of cancellation, whichever occurs first.

If a TRIVANI Business is involuntarily cancelled pursuant to this section, the TRIVANI Business will remain in its current position, and its downline organization will remain intact until the Company has recouped all costs and losses associated with the TRIVANI Business cancellation. Once the Company has recouped all costs and losses, the cancelled TRIVANI Business shall be terminated from the system, and the downline organization will "roll up".

11.4- Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing on TRIVANI Form #9001- Cancellation by Action of Distributor, to the Company at its principal business address. The written notice must include the Distributor's signature, printed name, address, and Distributor I.D. Number.

SECTION 12- DEFINITIONS

Retail Customer- Consumer who buys TRIVANI product from a TRIVANI Wholesale Member or Distributor/Sponsor, or buys direct from TRIVANI without an individual who referred her/him to the company (in which case she/he is put into a prospect pool and allocated to a revolving pool of Masters).

Wholesale Member- Consumer who has enrolled with TRIVANI and enjoys TRIVANI's wholesale prices. A Wholesale Member does not sponsor a child in the TRIVANI Purpose program or receive bonuses or commissions.

Distributor- Distributor who has enrolled with TRIVANI, enjoys TRIVANI's wholesale prices, and, if qualified, participates in the TRIVANI Compensation Plan.

Sponsor- Distributor who has enrolled with TRIVANI, enjoys TRIVANI's wholesale prices, and also enrolls in TRIVANI's AutoShip program for an amount equal to or exceeding 100 PV, and thus is able to sponsor a child in the TRIVANI Purpose program.

Inactive Distributor- Wholesale Member or Sponsor who has not made a purchase in six consecutive months (in which case they are still held by TRIVANI's computer system, but are eligible to be enrolled again in a new downline should they so desire). Inactive status is immediately resolved when the individual again makes a purchase.

Terminated- Wholesale Member, Distributor, or Sponsor who is removed from the TRIVANI computer data base and communications list due to violations of TRIVANI Policies and Procedures or at the discretion of TRIVANI.

End Consumer- A person who purchases TRIVANI products for the purpose of personally consuming them rather than for resale. .

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

Cancellation- The termination of a Distributor's business; cancellation may be either voluntary or involuntary.

CV (Commissionable Volume) – The portion of the purchase price of each TRIVANI product upon which commissions is paid. Sales aids have no CV.

PV (Personal Volume) - Volume of sales personally generated by individual Sponsors, Wholesale Members or Retail Customers.

PGV (Personal Group Volume) - Volume of sales generated by an individual's entire downline volume *as well as* her/his own purchase.

AS (Autoship) - Orders that have been authorized by the Wholesale Member, Distributor or Sponsor to be automatically processed and sent on a monthly basis.

Company- The term “Company” as it is used throughout the Agreement means TRIVANI International and its subsidiaries and affiliates.

Downline Report - A monthly report generated by TRIVANI that provides critical data relating to the identities of Distributors, sales information, and enrollment activity of each Distributor's Marketing Organization up to twelve generations. This report contains confidential and trade secret information which is proprietary to TRIVANI.

Official TRIVANI Material - Literature, audio or video tapes, and other materials developed, printed published and distributed by TRIVANI.

Personal Volume (PV) - The commissionable value of services and products sold in a calendar month: (1) by the Company to a Distributor; and (2) by the Company to the Distributor's personally enrolled Preferred Customers and Retail Accounts.

Personal Group Volume - The commissionable value of TRIVANI products generated by a Distributor's Marketing Organization. (Distributor Kits and sales aids have no Sales Volume.)

Rank- The “title” that a Distributor has achieved pursuant to the TRIVANI Compensation Plan.

Recruit - For purposes of TRIVANI's Conflict of Interest Policy (Section 3.9), the term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another TRIVANI Distributor or Customer to enroll or participate in another multilevel marketing, network marketing, and/or direct sales opportunity. This conduct constitutes recruiting even if the Distributor's actions are in response to an inquiry made by another Distributor or Customer.

Resalable - 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) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) products are returned to TRIVANI within one year from the date of purchase; 5) the product expiration date has not elapsed; and 6) the product contains current TRIVANI labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

Retail Price – The price at which TRIVANI suggests distributors sell a particular product or service to Retail Customers. Distributors are always free to sell TRIVANI products at any price they choose.

Roll Up – The method by which a vacancy in a Marketing Organization left by a Distributor whose Distributor Agreement has been cancelled is filled.

Wholesale Price (Wholesale) - The reduced price of products and services that is paid by Distributors and Wholesale Members.