Statement of Policies & Procedures

PRÜVIT VENTURES, INC.
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STATEMENT OF POLICIES & PROCEDURES

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

Pruvit Ventures, Inc. (hereinafter referred to as “Pruvit”) recognizes that in order to develop a long-term and mutually rewarding relationship with its Compensation Plan participants (hereinafter referred to as “Promoter(s)” or “Pruvers”) must acknowledge and respect the true nature of the relationship and support the Customers.

(a) In the spirit of mutual respect and understanding, Pruvit is committed to:

(i) Provide prompt, professional and courteous service, and communications to all of its Promoters and Customers;

(ii) Provide the highest level of quality products at fair and reasonable prices;

(iii) Exchange or refund the purchase price of any product, service or membership as provided in our return policies contained herein;

(iv) Deliver orders promptly and accurately;

(v) Pay commissions accurately and on a timely basis;

(vi) Expedite orders if an error or unreasonable delay occurs;

(vii) Roll out new products and programs with Promoters input and planning;

(viii) Implement changes in the Compensation Plan or this Statement of Policies and Procedures (the “Policies and Procedures”) that affect the Promoters with input from the Customers (note: such changes will be effective thirty (30) days after the date such changes are published by Pruvit);

(ix) Support, protect and defend the integrity of the Pruvit business opportunity;

(x) Offer Promoters an opportunity to grow with Pruvit with such growth guided by the principles of servant leadership.

(b) In return, Pruvit expects that its Promoters will:

(i) Conduct themselves in a professional, honest, and considerate manner;

(ii) Present Pruvit corporate and product information in an accurate and professional manner;

(iii) Present the Compensation Plan and return and exchange policies contained herein in a complete and accurate manner;

(iv) Not make exaggerated income or product claims;

(v) Make reasonable effort(s) to support and train other Promoters and Customers in their downline;

(vi) Not engage in cross-line recruiting, unhealthy competition or unethical business practices;
(vii) Provide positive guidance and training to Pruvit Promoters and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Promoter is discouraged from providing cross-line training to other Promoters or Customers in a different organization without first obtaining written consent of the Promoter’s or Customer’s upline leader;

(viii) Support, protect, and defend the integrity of the Pruvit business opportunity;

1.2 Code of Ethics

(a) Pruvit desires to provide its independent Promoters with the best products and services and Compensation Plan in the industry. Accordingly, Pruvit values constructive criticism and encourages the submission of written comments addressed to Pruvit’s Compliance Department.

(b) Pruver’s negative and disparaging comments about Pruvit, its products, the Agreement or the Compensation Plan made to Pruvit, to the field, or at any Pruvit meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other Promoters and Customers. Pruvit Promoters must not belittle Pruvit, fellow Pruvit Promoters, Pruvit products or services, the Compensation Plan, or any Pruvit directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Pruvit.

(c) Pruvit endorses the following code of ethics:

(i) A Pruvit Promoter must show fairness, tolerance, and respect to all people associated with Pruvit, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.

(ii) A Promoter shall strive to resolve business issues, including situations with upline and downline Promoters, by emphasizing tact, sensitivity, and good will and taking care not to create additional problems.

(iii) Pruvit Promoters must be honest, responsible, professional and conduct themselves with integrity.

(iv) Pruvit Promoters shall not (a) make disparaging statements about Pruvit, other Promoters, Pruvit employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Compensation Plan, or (b) make statements that unreasonably offend, mislead or coerce others.

(d) Pruvit may take appropriate action against a Promoter if it determines, in its sole discretion, that a Promoter’s conduct is detrimental, disruptive, or injurious to Pruvit or to other Promoters.
1.3 Pruvi Policies & Procedures and Compensation Plan Incorporated into the Pruver Independent Pruver Agreement

(a) Throughout these Policies & Procedures, when the term “Agreement” is used, it collectively refers to the Pruver Agreement, the most current version of these Policies and Procedures in effect and any addendums thereto, the Compensation Plan, also referred to as the ‘Pruvit Prüformance Rewards, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto. The Compensation Plan is attached hereto as Addendum 1 and is incorporated herein by reference for all purposes.

(b) It is the responsibility of the Sponsoring Promoter to provide the most current version of these Policies and Procedures (available on the Pruvit website), the Income Disclosure Statement, the Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline Promoters and prospects. The Income Disclosure Statement is attached hereto as Addendum 2 and is incorporated herein by reference for all purposes.

1.4 Changes, Amendments, and Modifications

(a) Because Federal, state and local laws, as well as the business environment, periodically change, Pruvit reserves the right to amend the Agreement as well as the prices in its ‘Pruvit Product Price List’, which is attached hereto as “Addendum 3” and incorporated herein by reference for all purposes in its sole and absolute discretion. Notification of amendments shall appear in all official Pruvit materials, Pruvit website, social media outlets or the Pruver’s back office.

(b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:

(i) Posting on the official Pruvit website;

(ii) Electronic mail (e-mail); or

(iii) Any Pruvit communication channels or social media outlets (i.e., Facebook, Instagram, Twitter and/or Pruvit Pulse App).

(c) Amendments shall not apply retroactively.

2.0 BASIC PRINCIPLES

2.1 Becoming A Pruvit Promoter

(a) To become a Promoter, an applicant must comply with the following requirements:

(i) Be of the age of majority (not a minor) in his or her province or territory of residence;

(ii) Reside or have a valid address in the United States or U.S. territory, Canada, Australia or country wherein Pruvit is licensed to operate.

(iii) Have a valid tax payer identification number (i.e. Social Security Number, Federal Tax ID Number (TIN) or federal Business Number;
Enter a verified mobile phone number, which is not in use or associated with any other Pruvit accounts. Pruvit will verify such mobile phone number verified through a verification code sent to the number.

2.2 New Promoter Registration

(a) A potential new Promoter may self-enroll on any Promoter/Sponsor’s website, subject to acceptance by Pruvit of the Pruvit Enrollment Application (the “Application”) and “electronic signature” stating the new Promoter has agreed to all terms and conditions of the Agreement, including these Policies & Procedures.

(b) Signed documents, including, but not limited to, the Application, automated credit card processing authorization documents, and the Pruvit Agreement, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of Promoter’s position.

(c) If one applicant enrolls creating an account listing a certain Sponsor and enrolls a second time listing multiple Sponsors, only the first completed form to be received by Pruvit will be accepted. Pruvit reserves the right, at its sole discretion, to make the final decision with respect to all such disputes.

3.0 PRUVIT’S PROMOTER RESPONSIBILITIES

3.1 Correct Address

(a) It is the responsibility of the Promoter or Customer to make sure Pruvit has the correct shipping address before any orders are shipped.

(b) A Promoter and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by Pruvit’s Support Team.

3.2 Training and Leadership

(a) Sponsoring Promoters must have ongoing contact and communication with the Promoters in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, direct contact, team conference calls, voice-mail, e-mail, personal meetings, accompaniment of downline Promoters to Pruvit meetings, training sessions, events, workshops, and any other related functions.

(b) A Sponsoring Pruvit Promoter should monitor the Promoters in his or her downline organizations to ensure that downline Promoters do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such Promoter should be able to provide documented evidence to Pruvit of his or her ongoing fulfillment of the responsibilities of a Sponsor.

(c) Upline Promoters are encouraged to educate and train new Promoters about Pruvit’s products and services, effective sales techniques, the Compensation Plan, along with compliance with these Policies and Procedures, any and all social media guidelines, and any other guidelines and amendments thereto implemented at that time. Marketing a product is a required activity in Pruvit and must be emphasized in all recruiting presentations.
(d) **Use of Sales Aids.** To promote both the products and the opportunity Pruvit offers, Promoters are encouraged to use the sales aids and support materials produced or expressly authorized by Pruvit. Promoters may use and publish marketing materials they design only after such materials have been approved by Pruvit. Unauthorized sales aids or promotional materials, including but not limited to Internet advertising, social media marketing on Facebook, Instagram and the like, notwithstanding Promoters’ good intentions, is a violation of these Policies and Procedures. Additionally, publishing marketing materials that violate any number of statutes or regulatory laws that govern how Pruvit’s products or business opportunity may be marketed is a violation of these Policies and Procedures and could be grounds for immediate termination of the publisher’s Pruvit Agreement. These violations, although they may be relatively few in number, could jeopardize the Pruvit opportunity for all Promoters. Accordingly, Promoters must submit via email all sales aids, promotional materials, advertisements, websites, training material, flyers, along with any other literature to Pruvit’s Compliance Department for approval prior to use at: COMPLIANCE EMAIL: compliance@pruvithq.com. Unless the Promoter receives specific written approval to use the material, the request shall be deemed denied. All Promoters shall safeguard and promote the good reputation of Pruvit and its products. The marketing and promotion of Pruvit, the Pruvit opportunity, the Compensation Plan, and Pruvit products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.3 **Sponsorship**

(a) The Sponsor is the person who introduces a Promoter or Customer to Pruvit, helps them complete their enrollment, and supports and trains those in their downline.

(b) Pruvit recognizes the Sponsor as the name(s) shown on the first:

(i) Physically signed Pruvit Pruver Agreement on file; or

(ii) Electronically signed Pruver Agreement from a website or a Pruvit Pruver website.

(c) A Pruver Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Pruvit.

(d) Pruvit recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Pruvit will not allow Promoters to engage in unethical sponsoring activities.

(e) All active Promoters in good standing have the right to Sponsor and enroll others into Pruvit. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Promoter will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Promoter who presented a comprehensive introduction to Pruvit products or business opportunity.

(f) In the event of controversy, Pruvit reserves the right to designate a prospect’s Sponsor and all such determinations are final.

3.4 **Unethical Sponsoring**

(a) Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition by attempting to acquire a prospect or new Promoter away from a fellow Promoter or influencing another Promoter to transfer to a different Sponsor.
Allegations of unethical sponsoring must be reported in writing to Pruvit’s Compliance Department within the first 30 days of the new Promoter enrollment in question. If the reports are substantiated, Pruvit may transfer the Promoter or the Promoter’s downline to another Sponsor or organization without approval from the current up-line Sponsor or Placement Promoters. Pruvit remains the final authority in such cases.

Pruvit prohibits the act of “Stacking.” Stacking is the unauthorized manipulation of the Pruvit compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Promoter in an unearned manner. One example of stacking occurs when a Sponsor places Promoter(s) under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent Promoter positions of all individuals and/or entities found to be directly involved.

Should Promoters engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Pruvit products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Promoter alleging that they engaged in inappropriate recruiting activity of another company’s sales force or Customers, Pruvit will neither pay any of Pruver’s defense costs or legal fees, nor indemnify the Promoter for any judgment, award, or settlement.

3.5 Cross Sponsoring Prohibition

(a) “Cross Sponsoring” is defined as the enrollment into a different line of sponsorship of an individual or Business Entity that already has a signed Pruver Agreement. Actual or attempted Cross Sponsoring is not allowed. If Cross Sponsoring is verified by Pruvit, sanctions up to and including termination of a Promoter’s position may be imposed.

(b) The use of a spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal Business Numbers, or fictitious ID numbers to evade or circumvent this Cross Sponsoring Policy is not permitted.

(c) This Policy does not prohibit the transfer of a Pruvit business in accordance with Pruvit’s Transfer of Sale or Transfer Policy set forth in these Policies.

3.6 Solicitation of Non-Pruvit Products, Services, Opportunities for Other Companies

(a) A Pruvit Promoter and/or Customer may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities, as long as it is not a Competing Product as defined herein. Additionally, during the term of the Pruver Agreement and for six (6) months thereafter, a Pruvit Promoter may not recruit any fellow Pruvit Promoter or Customer for any direct sales or network marketing business, unless that fellow Promoter or Customer was personally sponsored by such Promoter.

(b) 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 Promoter or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Promoter’s actions are in response to an inquiry made by another Promoter or Customer.

(c) During the term of the Pruver Agreement any Pruvit Promoter must not sell, or entice others to sell, any Competing Products or services, including training materials, to Pruvit Customers or Promoters. Subject to the definition of Competing Product in the Glossary below, any product or service determined by Pruvit in its sole discretion, to be in the same
category as a Pruvit product or service is deemed to be a competing product regardless of differences in cost or quality.

(d) A Promoter may sell non-competing products or services to the Pruvit Customers and Promoters that they personally sponsored.

(e) A Promoter may not display or bundle Pruvit products or services in sales literature, on a website, on social media posts, or in sales meetings with any other products or services to avoid confusing or misleading a prospective Customer or Promoter into believing there is a relationship between the Pruvit and non-Pruvit products and services.

(f) A Pruvit Promoter may not offer any non-Pruvit opportunity, products or services, educational or otherwise, at any live or virtual meeting, event, that other Pruvit Promoters or Customers are known to be attending, or immediately following a Pruvit event. This prohibition includes charging admission to any opportunity or business building events/parties, educational event, seminar, webinar, or convention put on by the Promoter, unless it is a pre-approved, Pruvit-sanctioned event (eg. Playbook). Furthermore, Promoters may not sell any “swag” (shakers, shirts, etc.) at Promoter sponsored events/parties that is not a branded, authentic product of Pruvit.

(g) A Pruvit Promoter shall not engage in business related training, including but not limited to, sales training, marketing training, Multilevel Marketing or Direct Sales training, or any similar type of training or educational services to any person or entity outside of Promoter’s sales organization, without prior written authorization from Pruvit. Any Promoter seeking authorization to conduct training under this provision (g) must submit a written request to Compliance@Pruvithq.com that fully describes the nature of training, the training curriculum, the date of the proposed training, remuneration, if any, and the people or entity that will receive the training. Any approval granted by Pruvit terminates at the conclusion of the specific training event described in Promoter’s written request and Promoter must seek approval under this provision (g) for any and all future training events.

(h) A Pruvit Promoter may not offer or advertise any non-Pruvit opportunity, product or service via Facebook, Instagram or any other social media platform even if the offer of advertisement is separate and distinct from their personal social media page or their Pruvit social media page.

(i) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Pruvit and its Promoters and would inflict irreparable harm on Pruvit. In such event, Pruvit may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Promoter or such Promoter’s positions including termination, or seek immediate injunctive relief without the necessity of posting a bond in addition to any other legal remedies that it may be entitled.

4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

4.1 Rights Granted

(a) Pruvit hereby grants to the Promoter a non-exclusive right, based upon the terms and conditions contained in the Agreement to:

(i) Purchase Pruvit products and services;

(ii) Promote and sell Pruvit products and services; and

(iii) Sponsor new Pruers and Customers in countries where Pruvit is currently authorized to do business or becomes authorized to business in the future.
(b) No feature of the Compensation Plan constitutes a personal purchase requirement to become a Promoter, move up in rank in or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as a Promoter.

4.2 Renewals and Termination of the Pruver Agreement

(a) If the Pruver allows his or her Pruver Agreement to expire due to nonpayment, the Pruver will lose any and all rights to his, her or its downline organization unless the Pruver renews his or her Agreement within sixty (60) days following the expiration of the Pruver Agreement.

(i) If the former Pruver renews the Pruver Agreement within the sixty (60) day time limit, and Pruvit accepts the renewal, the Pruver will resume the rank and position held immediately prior to the expiration of the Pruver Agreement. However, such Pruver’s paid as level will not be restored unless he, she and/or an entity qualifies at that payout level in the new month. The Pruver is not eligible to receive commissions for the time period that the Pruver’s position was expired.

(ii) Any Pruver who was terminated or whose Pruver Agreement has expired and lapsed the sixty (60) day grace period is not eligible to re-apply to become a Pruver for six (6) months following the expiration of the Pruver Agreement.

(iii) Upon termination of the Pruver Agreement, the downline of the expired Promoter will roll up to the immediate, active upline Sponsor, and the expired Promoter’s account information will be purged from Pruvit’s database. The act of purging an account is not reversible.

4.3 Effect of Termination

(a) Following a Promoter’s termination due to inactivity or voluntary or involuntary termination (collectively, a “termination”) such Promoter:

(i) Shall have no right, title, claim or interest to any commission or bonus, including Pruvit Bucks, from the sales generated by the Promoter’s former organization or any other payments in association with the Promoter’s former independent position;

(ii) Effectively waives any and all claims to property rights, if any, or any purported interest in or to the Promoter’s former Downline organization; and

(iii) Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, less Pruvit Bucks which are not redeemable for cash, and less any other amounts owed to Pruvit.

4.4 Modification of the Pruver Agreement

(a) A Pruvit Promoter may modify his or her existing Pruver Agreement (i.e., add a Spouse or partner to the account, or change the form of ownership from an individual to a business entity owned by the Promoter) by submitting a written request, accompanied by a new Pruver Agreement and Pruvit’s business registration form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Pruver Agreement), and any appropriate supporting documentation.

4.5 Unauthorized Transfer & Re-Enrollment
In the event a Promoter discovers that a Promoter in their downline has re-enrolled under a different Promoter, the Promoter has thirty (30) days from the date the downline Promoter enrolled under a new Promoter to notify Pruvit’s Compliance Department and request the downline Promoter be transferred back to his/her downline. Upon the expiration of the thirty (30) day notice period, the right to re-claim a new Promoter to his or her downline will be waived.

4.6 Change of Sponsors or Placement for Promoters

(a) Placement changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to Pruvit’s Support Department submitted from the personal back office of the Sponsor as well as the Promoter to be moved and in some cases the upline distributor.

(b) Sponsor changes are generally not permitted. However, Sponsor corrections can be made if they are reported to Pruvit’s Support Department within 72 hours from the time of enrollment. Sponsor corrections must be requested from the distributor back office of the current (original) Sponsor, stating the reason that the correction needs to be made.

(c) At the discretion of Pruvit, Promoters who have not ordered products or services for at least 12 months, and who have not tendered a letter of termination resignation, are eligible to re-enroll in Pruvit under the Sponsor/Placement of their choice.

(d) Upon written notice to Pruvit that a former Promoter wishes to re-enroll, Pruvit will “compress” (close) the original account. A new Pruvit ID number will then be issued to the former Promoter.

(e) Such Promoter does not retain former rank, downline, or rights to commission from his or her former organizations.

(f) Pruvit reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary in its sole discretion.

4.7 Change Organizations

(a) If a Pruvit Promoter wishes to transfer organizations, he or she must submit a letter of termination resignation to the Pruvit Customer Service Department and remain inactive (place no orders or be on an auto ship) with or in Pruvit for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.

(b) Pruvit retains the right to approve or deny any request to re-enroll after a Promoter’s termination.

(c) If re-enrollment is approved, the former Promoter will be issued a new Pruvit ID number and will be required to submit a new Pruver Agreement. The Promoter will not be entitled to keep any former rank, downline, or rights to commission from any prior organization.

4.8 Placement Lounge

(a) When you personally enroll Promoters or Customers, they are automatically placed in your Placement Lounge as described in Addendum 2 attached hereto, for up to sixty (60) days.

(b) Promoter has up to sixty (60) days to place the new Promoter or Customer into an open position in their placement tree. Upon the expiration of sixty (60) days this option expires indefinitely. Once the Promoter or Customer in your Placement Lounge have been placed they cannot be moved again.
4.9 Voluntary Termination

(a) A Promoter may immediately terminate his or her Pruver Agreement by submitting a written notice or email to the Pruvit Compliance Department at compliance@pruvithq.com. The written notice must include the following information:

(i) A statement of the Promoter’s intent to terminate the Pruver Agreement and date of termination;

(ii) Pruvit Identification Number;

(iii) Reason for terminating;

(iv) A Pruvit Promoter may not use termination as a way to immediately change Sponsor and Placement. Instead, the Promoter who has voluntarily terminated is not eligible to reapply for a position or have any financial interest in a or any Pruvit business for 6 months from the receipt of the written notice of termination; and

(v) Promoter’s signature.

4.10 Involuntary Termination

(a) Pruvit reserves the right to terminate a Promoter’s position for, but not limited to, the following reasons;

(i) Violation of any provision of the Pruver Agreement which includes the most current version of these Polices & Procedures then in effect, and the most current version of the Compensation Plan then in effect; or

(ii) Violation of any applicable law, ordinance, or regulation related to the Promoter’s Pruvit business;

(iii) Engaging in unethical business practices or violating standards of fair dealing; or

(iv) Returning over $500 worth of products, services and/or sales tools for a refund within a 12-month period.

(b) Pruvit will notify the Promoter in writing by certified mail, return receipt requested or overnight documented mail, at his or her last known address of its intent to terminate the Promoter’s position and the reasons for termination. The Promoter will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Pruvit will then have 30 calendar days from the date of receipt of the Promoter’s response to render a final decision as to termination.

(c) If a decision is made by Pruvit to terminate the Promoter’s Pruver’s Agreement, Pruvit will inform the Promoter in writing that the Pruver Agreement is terminated effective as of the date of the written notification.

(d) If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Pruvit. The former Promoter shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Pruvit products or services. Pruvit will notify the
active Upline Sponsor within 10 days after termination. The organization of the terminated Promoter will "roll up" to the active Upline Sponsor on record.

(e) The Pruvit Promoter who is involuntarily terminated by Pruvit may not reapply to become a Promoter, either under his or her present name or any other name or entity, without the express written consent of an officer of Pruvit, following a review by the Pruvit Compliance Committee. In any event, such Promoter may not re-apply for a period of 12 months from the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

(a) A corporation, partnership, or trust (collectively referred to as a ("Business Entity") may apply to be a Pruvit Promoter.

(b) A Pruvit Promoter may change their status under the same Sponsor from an individual to a Business Entity or from one type of Business Entity to another.

5.2 Indemnification for Actions

(a) The Pruvit Promoter is fully responsible for all of his or her verbal and written communications made regarding Pruvit products, services, and the Compensation Plan that are not expressly contained within official Pruvit materials. Promoters shall indemnify and hold harmless Pruvit, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees and court costs incurred by Pruvit as a result of the Promoter’s unauthorized representations or actions. This provision shall survive the termination of the Pruvit Promer Agreement.

5.3 Insurance

(a) Business Pursuits Coverage. Pruvit encourages Promoters to arrange insurance coverage for their business. A homeowner’s insurance policy does not cover business related injuries, or the theft of, or damage to, inventory or business equipment. Pruvit Promoters need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a “Business Pursuit” endorsement to an existing homeowner’s policy.

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violation

(a) A Promoter who observes a policy violation by another Promoter, Promoter or Customer associated with Pruvit should submit an e- mail to compliance@pruvithq.com stating all violations. The message shall set forth the details of the incident as follows:

(i) The nature of the violation;
(ii) Specific facts to support the allegations;
(iii) Dates;
(iv) Number of occurrences;
(v) Persons involved; and
(vi) Supporting documentation.

(b) Once the matter has been presented to Pruvit, it will be researched thoroughly by the Pruvit Compliance Department and appropriate action will be taken if required.

6.2 Adherence to the Pruvit Compensation Plan

(a) A Promoter must adhere to the terms of the Pruvit Compensation Plan as set forth in these Policies and Procedures, as well as, in official Pruvit literature. Deviation from the Compensation Plan is prohibited.

(b) A Promoter shall not offer the Pruvit opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Pruvit literature.

(c) A Promoter shall not require or encourage a current or prospective Promoter to participate in Pruvit in any manner that varies from the Compensation Plan, as set forth in official Pruvit literature.

(d) A Promoter shall not require or encourage a current or prospective Promoter to make a purchase from or payment to any individual or other entity as a condition to participating in the Pruvit Compensation Plan.

6.3 Adherence to Laws and Ordinances

(a) Many cities, counties and townships have laws regulating certain home-based businesses. Promoters must check their local laws and obey the laws that do apply to them.

(b) A Pruvit Promoter/Promoter or Customer shall comply with all Federal and local laws and regulations in their conduct of his or her Pruvit business.

(c) A Promoter accepts sole responsibility for and agrees to pay all fines and incur all liabilities for his or her actions that violate any laws or ordinances.

6.4 Compliance with Applicable Income Tax Laws

(a) A Promoter accepts sole responsibility for and agrees to pay all Federal, Provincial and local taxes on any income generated as an independent Promoter, and further agrees to indemnify Pruvit from any failure to pay such tax amounts when due.

(b) If a Promoter’s business is tax exempt, the Federal Business Number must be provided to Pruvit in writing.

(c) Pruvit encourages all Promoters to consult with a tax advisor for additional information for their business. Pruvit is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes, or awards in the amount of $600.00 or more.

6.5 One Pruvit Business Per Promoter

(a) A Pruver may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Pruvit business. No individual (together with their spouse) may have, operate, or receive compensation from more than one Pruvit business. Individuals of the same family unit, excluding spouses, may each enter into or have an interest in their own separate Pruvit businesses, only if each subsequent family position is placed frontline to the first family
member enrolled. A “family unit” is defined as parents and dependent children living at or doing business at the same address. Each position must build their position separate and independent of the other or the position will be deemed to be stacking.

6.6 Actions of Household Members or Affiliated Parties

(a) If any member of a Promoter’s immediate household engages in any activity which, if performed by the Promoter, would violate any provision of the Agreement, such activity will be deemed a violation by the Promoter and Pruvit may take disciplinary action pursuant to these Policies and Procedures against the Promoter. Similarly, if any individual associated in any way with a Business Entity violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Pruvit may take disciplinary action against the Business Entity. Likewise, if a Promoter enrolls in Pruvit as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with this Agreement.

6.7 Identification Numbers and Pay-Out

(a) Each Promoter is required to provide his or her federal Social Security Number or Federal Tax Identification Number, if located in the United States or any of its territories to Pruvit at the time Promoter initiates a transfer of monies or earnings accumulated in the Promoter’s Pruvit Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a Pay-Out and Pruvit reserves the right to withhold Pay-Out from any Promoter who fails to provide such information or who provides false information.

(b) Upon enrollment, Pruvit will provide a Pruvit Identification Number to the Pruver. This number will be used to place orders, structure organizations, and track commissions and bonuses.

6.8 Sell, Assign or Delegate Ownership

(a) In order to preserve the integrity of the hierarchical structure, it is necessary for Pruvit to place restrictions on the transfer, assignment, or sale of a position.

(b) A Pruvit Promoter may not sell or assign his or her rights or delegate his or her position as a Promoter without prior written approval by Pruvit, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Pruvit.

(c) Should the sale be approved by Pruvit, the buyer of the selling Promoter’s position (“Seller”) assumes the position of the Seller at the current qualified title, but at the current “paid as” rank, at the time of the sale and acquisition of the Seller’s Downline.

(d) To request corporate authorization for a sale or transfer of a Pruvit position, the following items must be submitted to the Pruvit Compliance Department:

(i) Pruvit’s Sale/Transfer of Position Form properly completed, with the requisite signatures.

(ii) A copy of the Sales Agreement between Buyer and Seller signed, dated and notarized by both the buyer of Seller’s position (“Buyer”) and Seller.

(iii) A Pruvit Pruver Agreement completed and signed by the signed by the Buyer and proof of good standing;

(iv) Payment of the $100 administration fee paid by Seller; and
(v) Any additional supporting documentation requested by Pruvit.

(e) Any debt obligations that either Seller or Buyer may have with Pruvit must be satisfied prior to the approval of the sale or transfer by Pruvit.

(f) A Pruvit Promoter who sells his or her position is not eligible to re-enroll as a Pruvit Promoter in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

6.9 Separating a Pruvit Business

(a) Pending a divorce or dissolution of a Business Entity, the parties must adopt one of the following methods of operation:

(i) One of the parties may, with the written consent of the other(s), operate the Pruvit business whereby the relinquishing Spouse (which term herein means either an individual that is legally married or an individual that is party to a legally recognized common law relationship), shareholders, partners, members or trustees (“Relinquishing Party”) authorize Pruvit to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee;

(ii) The parties may continue to operate the Pruvit business jointly on a “business as usual” basis, whereupon all compensation paid by Pruvit will be paid in the name designated as the Promoters or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Pruvit will pay compensation to the name on record and in such event, the Pruvit named on the account shall indemnify Pruvit from any claims from the other business owner(s) or the other Spouse with respect to such payment.

(b) Pruvit recognizes only one Downline organization and will issue only one commission payment transfer per Pruvit business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Pruvit split commission and/or bonuses.

(c) If a Relinquishing Party has completely relinquished, in writing, all rights to the original Pruvit business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Promoter or active Customer in the former organization, and must develop a new business in the same manner as any other new Pruvit Promoter. A Promoter in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 4.0.

6.10 Succession

(a) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(b) Upon the death or incapacity of a Promoter, the Promoter’s business may be passed on to his or her legal successors in interest (“Successor”). Whenever a Pruvit business is transferred by will or other testamentary process, the Successor acquires the right to collect all bonuses and commissions of the deceased Promoter’s sales organization. The Successor must:

(i) Complete and sign a new Pruvit Pruver Agreement;
(ii) Comply with the terms and provisions of the Pruver Agreement; and

(iii) Meet all of the qualifications for the last rank achieved by the former Promoter.

(c) Bonus and commission of a Pruvit business transferred based on this section will be paid in a single transfer to the Successor, except for Pruvit Bucks which hold no cash value. The Successor must provide Pruvit with an “address of record” to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.

(d) If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a federal Business Number. Pruvit will issue all bonus and commission payments to the managing Business Entity only.

(e) Appropriate legal documentation must be submitted to Pruvit Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Pruvit business, the Successor must provide the following to Pruvit Compliance Department;

(i) A certified copy of the death certificate; and

(ii) A notarized copy of the will or other appropriate legal documentation establishing the Successor’s right to the Pruvit business.

(f) To complete a transfer of the Pruvit business because of incapacity, the Successor must provide the following to the Pruvit Compliance Department;

(i) A notarized copy of an appointment as trustee;

(ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee’s right to administer the Pruvit business; and

(iii) A completed Pruver Agreement executed by the trustee.

(g) If the Successor is already an existing Promoter, Pruvit will allow such Promoter to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Promoter must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.

(h) If the Successor wishes to terminate the Pruvit position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.

(i) Upon written request, Pruvit may grant a 1month bereavement waiver and pay out at the last “paid as” rank.

7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action - Purpose

It is the spirit of Pruvit that integrity and fairness should pervade among its Promoters, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Pruvit reserves the right to impose disciplinary sanctions at any time, when it has determined that a Promoter has violated the Agreement, as it may be amended from time to time by Pruvit in accordance herewith.
7.2 Consequences and Remedies of Breach

(a) Disciplinary actions may include one or more of the following:

(i) Monitoring a Promoter’s conduct over a specified period of time to assure compliance;

(ii) Issuance of a written warning or requiring the Promoter to take immediate corrective action;

(iii) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments (“Commission Hold”) until the matter causing the Commission Hold is resolved or until Pruvit receives adequate additional assurances from the Promoter to ensure future compliance;

(iv) Suspension from participation in Pruvit or Promoter events, rewards, or recognition;

(v) Suspension of the Pruvit Pruver Agreement and position for one or more pay periods;

(vi) Involuntary termination of the Pruver’s Agreement and position;

(vii) Any measure or combination of measures above which Pruvit deems feasible and appropriate to justly resolve injuries caused by the Pruver’s policy violation or contractual breach; or

(viii) Legal proceedings for monetary or equitable relief.

7.3 Suspension Procedures

(a) First Violation: Counseling and initial warning letter.

(i) A first violation usually occurs because the Promoter is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance Department to bring to the attention of the Promoter the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance Department will also describe expectations and steps the Promoter must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three days of such notice, Compliance Department will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance Department will close the file. If not, Compliance Department will proceed to 2nd violation notice described below.

(b) Second Violation: Second warning letter and temporary suspension.

(i) Although it is hoped that the Promoter will promptly correct the violation(s), Pruvit recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a temporary suspension of the Promoter’s account. During the suspension period, the Promoter waives any and all rights to Pay-Out and must submit a signed a reinstatement letter wherein the Promoter acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by Pruvit, the suspension will be lifted and the Promoter will be able to request a Pay-Out. The Promoter may
be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.

(c) Third Violation: Suspension and final written warning.

(i) Repeated violations of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Promoter and forfeiture of commissions for at least a month. The final written warning letter will include notification of such suspension, the extent of the commission forfeiture, and an indication that if the Promoter violates the Policies and Procedures again, the Promoter will be terminated immediately.

(d) Fourth Violation: Termination.

(i) As described above, Pruvit will try to exercise the progressive nature of the discipline policy by first providing warnings, a final written warning and suspension, and commissions forfeiture before proceeding to termination; however, Pruvit reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, Promoter may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

8.0 DISPUTE RESOLUTION

8.1 Grievances Against Another Pruver

(a) If a Pruvit Promoter has a grievance or complaint against another Promoter regarding any practice or conduct relating to their respective Pruvit businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Pruvit Compliance Department as outlined below in this Section.

(b) The Pruvit Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Promoters involved.

(c) Pruvit will confine its involvement to disputes regarding Pruvit business matters only. Pruvit will not decide issues that involve personality conflicts or unprofessional conduct by or between Promoters outside the context of a Pruvit business. These issues go beyond the scope of Pruvit and may not be used to justify a Sponsor or Placement change or a transfer to another Pruvit organization.

(d) Pruvit does not consider, enforce, or mediate third party agreements between Promoters, nor does it provide names, funding, or advice for obtaining outside legal counsel.

(e) Process for Grievances:

(i) The Pruvit Promoter should submit a letter of complaint (e-mail will be accepted) directly to the Pruvit Compliance Department. The letter shall set forth the details of the incident as follows:

(A) The nature of the violation;

(B) Specific facts to support the allegations;

(C) Dates;
(D) Number of occurrences;

(E) Persons involved; and

(F) Supporting documentation.

(ii) Upon receipt of the written complaint, Pruvit will conduct an investigation according to the following procedures:

(A) The Pruvit Compliance Department will send an acknowledgment of receipt to the complaining Promoter;

(B) The Pruvit Compliance Department will provide a verbal or written notice of the allegation to the Promoter under investigation. If a written notice is sent to the Promoter, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by Pruvit;

(C) The Pruvit Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary; and

(D) During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Promoter calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

(f) Pruvit will make a final decision and timely notify the Pruvit Promoters involved.

8.2 Mediation of Disputes Between a Promoter and Pruvit

(a) Promoter and Pruvit (collectively “the Parties”) recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Mediation of a dispute may allow the parties to avoid the cost and inconvenience of litigation in court.

(b) The Parties should exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the mediator in a separate communication.

(c) The mediator shall not be a legal representative of any party.

(d) Unless otherwise agreed to by the Parties, the mediation shall take place in Collin County, Texas, on a date that is mutually agreeable among the Parties and mediator. Participation in the mediation by telephone will be permitted to prevent inconvenience to a party.

(e) The mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (pro se).

(f) Mediation sessions and related mediation communications are private proceedings. For this reason, only the Parties and their legal representatives may attend mediation sessions.
Other persons may attend only with the permission of the Parties and with the consent of the mediator.

(g) Each Party will pay its own costs and expense of the mediation unless the Parties agree otherwise.

(h) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.

(i) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims or controversy submitted to mediation pursuant to the Agreement.

8.3 Severability

If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised

8.4 Waiver

(a) Only an officer of Pruvit can, in writing, affect a waiver of these Policies and Procedures. Pruvit’s waiver of any particular breach by a Promoter shall not affect Pruvit’s rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Promoter.

(b) The existence of any claim or cause of action of a Promoter against Pruvit shall not constitute a defense to Pruvit’s enforcement of any term or provision of these Policies and Procedures.

8.5 Governing Law

(a) The Parties agree that jurisdiction and venue of any controversy or claim arising from the Agreement or between Pruvit and Promoter, shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Agreement or between Pruvit and Promoter.

8.6 Class Action Waiver

(a) The parties expressly intend and agree that:

(i) Class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any court or arbitration; and,

(ii) The parties will only submit their own, individual claims in any court or arbitration and will not seek to represent the interests of any other person.

(b) The court or arbitrator is not empowered to consolidate claims of different individuals into one proceeding, to hear any litigation or arbitration as a class action.
(c) I agree that I will not assert class or collective action claims against the Company in arbitration, court or otherwise, nor will I join or serve as a member of a class or collective action in arbitration, court or otherwise.

(d) I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or the Company.

9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications

(a) A Promoter must be active and in compliance with any and all Pruvit Policies and Procedures set forth herein, along with all guidelines implemented to qualify for bonuses and commissions. So long as a Pruver complies with the terms and conditions set forth in the Agreement, Pruvit shall pay commissions to such Promoters in accordance with the Compensation Plan and any amendments thereto.

(b) Pruvit will not issue a payment earned of any form to a Pruver without the receipt of the annual membership fee and completed electronic Application and Pruver Agreement.

(c) Pruvit reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds $25.00.

(d) Bonuses in the form of Pruvit Bucks are not redeemable for cash.

9.2 Computation of Commissions and Discrepancies

(a) In order to qualify to receive commissions and/or bonuses, a Pruver must be in good standing and comply with the terms of the Agreement. Commissions, bonuses, overrides, and achievement levels are calculated on a daily, monthly or yearly basis.

(b) A Pruvit Promoter must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day “grace period” no additional requests will be considered for commission recalculations.

(c) For additional information on payment of commissions, please review the Compensation Plan.

(d) Pruvit reserves the right, in its sole discretion, to modify or amend the terms or conditions of any Bonus or Bonus Pool. Furthermore, Pruvit may amortize the payment of proceeds from a Bonus or Bonus Pool.

9.3 Adjustments to Bonuses and Commissions for Returned Products or Promoter Memberships.

(a) A Promoter receives bonuses and commissions based on the actual sales of products and services to end consumers and to Promoters through product and service purchases. When a product or service is returned to Pruvit for a refund from the end consumer or by a Promoter, the bonuses and commissions attributable to the returned product or service will be deducted from the Promoter who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
In the event that a Promoter terminates his or her position, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Pruvit, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Pruvit to the terminated Promoter.

10.0 ORDERING PRODUCT

10.1 General Product Ordering Policies

(a) “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 Application by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as a Promoter or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Promoters or Customers (“phantoms”); (d) purchasing Pruvit products or services on behalf of another Promoter or Customer, or under another Promoter’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or smartships that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.

(b) Pruvit requires that Promoters use their own credit cards and not allow others to use them. A Promoter shall not use another Promoter’s or Customer’s credit card or debit account to enroll in Pruvit or purchase products, services or smartships without the account holder’s written permission. Such documentation must be kept by the Promoter indefinitely in case Pruvit needs to reference this.

(c) Regarding an order with an invalid or incorrect payment, Pruvit will attempt to contact the Promoter by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled.

(d) Prices are subject to change without notice.

(e) A Promoter or Customer who is a recipient of a damaged or incorrect order must notify Pruvit within thirty (30) calendar days from receipt of the order and follow the Procedures as set forth in these Policies and Procedures, along with Pruvit’s Return/Exchange Policies and any and all guidelines instated and effective and any amendments thereto.

10.2 Sales to Customers

(a) Sales to retail customers may be done directly through Promoters’ replicated websites or directly using product that Pruvit has in inventory.

(b) Promoters must comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation.

(c) When making a sale to an end customer, a Promoter must provide him/her with an official Pruvit retail receipt at or prior to the time of the initial sale and every sale thereafter. Promoter will need to customize the template with his/her personal information. If the customer exercises the right to cancel the sale, Promoter shall follow the refund procedures described in this section.
(d) The customer should return all unused Product to Pruvit. The sales receipts sets forth the consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) a sales receipt up to ten (10) days after the end customer receives a copy of the receipt or invoice.

10.3 Insufficient Funds

(a) All electronic payments that are declined for insufficient funds will be automatically re-submitted for payment.

(b) Any outstanding balance owed to Pruvit by a Promoter or Customer of a Promoter from NSF (non-sufficient funds) or insufficient fund fees (ACH), will be withheld by Pruvit from that Promoter’s future bonus and commission funds.

(c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Promoter, constitute grounds for disciplinary sanctions or termination of the account.

(d) If a credit card order or automatic debit is declined the first time, the Customer or Promoter will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Promoter may be deemed ineligible to purchase Pruvit products or services or participate in the monthly auto ship. **Note: Participation by Promoters in Pruvit’s monthly auto ship, which is a recurring product order program, is entirely optional, and is not required in order to become a Promoter, move up in rank or otherwise, fully participate in the Rewards Program described in the Compensation Plan.**

10.4 Credit Card Purchases

(a) Credit card purchases may only be made by the individual whose name and address are on the credit card. Any Promoter or Customer who uses another individual’s credit card to pay for purchases risks having his/her account being placed on suspension pending an investigation and resolution of any complaints regarding unauthorized charges. Pruvit considers such transactions fraudulent and will report them to the proper authorities for settlement.

(b) Under no circumstance will any Promoter and/or Customer charge back any credit card purchases. Any Promoter and/or Customer who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds. If an erroneous charge is applied to a Promoter and/or Customer’s credit card, the Promoter or Customer should immediately contact the Pruvit Support Team via email at support@pruvithq.com to initiate an investigation and resolution.

(c) If a Promoter or Customer notifies his/her banking institution and requests a chargeback for the amount of the purchase, the person’s account will be automatically closed indefinitely upon Pruvit’s notification of the disputed purchase.

(d) Upon closing of Promoter’s account, Promoter’s Pruvit Bucks balance will be cleared, as they are not redeemable for cash.

10.5 Sales Tax Obligation

(a) The Pruver shall comply with all federal and local taxes and regulations governing the sale of Pruvit products and services.
(b) Pruvit will collect and remit sales tax on Prvver orders. When orders are placed with Pruvit, sales tax is prepaid based upon the suggested retail price. Pruvit will remit the sales tax to the appropriate Provincial and local jurisdictions. The Prvver may recover the sales tax when he or she makes a sale. Pruvers are responsible for any additional sales taxes due on products marked up and sold at a higher price.

(c) Pruvit encourages each Prvver to consult with a tax advisor for additional information for his or her business.

(d) Pruvit charges and remits sales tax to the various states and U.S territories based on the retail price.

10.6 Refund Policy

(a) Pruvit Customers.

(i) If within the first thirty (30) days from the date of purchase you are not satisfied with a Pruvit product for any reason, you may contact support@pruvithq.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post purchase, you may contact support@pruvithq.com to return the remaining sellable portion of the product for a full refund of the sellable portion you return, minus shipping and handling charges incurred. Because Pruvit cannot guarantee the quality of Pruvit products that are sold to Customers by non-Promoters, Pruvit’s Refund Policy is not available for products that Customers purchase from anyone other than a Promoter or Pruvit itself or that are purchased in any unauthorized channel.

(ii) Properly returned product purchased completely or partially with Pruvit Bucks will be credited Pruvit Bucks, pro rata, back to their Customer account. Pruvit Bucks are not redeemable for cash.

(b) Pruvit Promoters.

(i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact support@pruvithq.com to return the unused portion of the product for a full refund, minus shipping and handling charges. Your promoter account will then be subject to six (6) months suspension.

(ii) Between thirty (30) and ninety (90) days, if you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in resalable condition. (*Resalable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be 70% percent of the original price for all returned product. Any shipping and handling charges incurred will not be refunded.

(iii) If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.

(iv) Properly returned product purchased completely or partially with Pruvit Bucks will be credited Pruvit Bucks, pro rata, back to their Promoter account. Pruvit Bucks are not redeemable for cash.

(c) Terminating Pruvit Promoters.

(i) If a terminating Promoter has purchased products, Pruvit will issue a refund or credit for any products purchased by the terminating Promoter provided that: (i) the products are unopened and returned to Pruvit within twenty (20) days from the date of termination;
(ii) the terminating Promoter provides proof of purchase of the products; (iii) the products were purchased within 12 months preceding the date of termination, and (iv) the products are undamaged and are current and resalable (Note: the 12 month requirement not applicable to residents of Maryland, Wyoming, Massachusetts and Puerto Rico). Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.

(d) Problems with Shipments.

(i) If within thirty (30) days of the expected reported delivery date, you do not notify support@pruvithq.com of a problem with the receipt of your order, including but not limited to, failure to receive the product, improper sealing, damaged to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.

(e) All purchases are charged and refunded in U.S. Dollars. All returns, refunds and exchanges will also be refunded or exchanged in U.S. Dollars, except for Pruvit Bucks, which are not redeemable for cash. Prüvit Ventures, Inc. is not responsible for fluctuating exchange rates.

10.7 Return Process

(a) All returns, whether by a Customer or Promoter, must be made as follows:

(i) Obtain a Return Merchandise Authorization (“RMA”) from Pruvit by contacting support@pruvithq.com and submit a request.

(ii) Ship items to the address provided by Pruvit customer service when you receive your RMA.

(iii) Provide a copy of the sales receipt or invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.

(iv) Ship product back in the original manufacturer’s box exactly as it was delivered.

(v) All returns must be shipped to Pruvit pre-paid, as Pruvit does not accept shipping collect packages. Pruvit recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Promoter. If returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Promoter to trace the shipment of the product wherein no credit will be applied.

(vi) The return of $500 or more of products accompanied by a request for a refund within one (1) calendar year by a Promoter, may constitute grounds for involuntary termination.

11.0 PRUVIT OPPORTUNITY

11.1 Presentation of Compensation Plan

(a) In presenting the Pruvit opportunity to potential Customers and Promoters, a Promoter is required to comply with the following provisions:

(i) A Promoter shall present a copy of the Pruvit Income Disclosure Statement when presenting the opportunity to prospective Promoters and take special to not misquote or omit any significant material fact about the Compensation Plan.
(ii) A Promoter shall make it clear that the Compensation Plan is based upon sales of Pruvit products and services.

(iii) A Pruvit Promoter shall not make income projections, claims, or guarantees while presenting or discussing the Pruvit opportunity or Compensation Plan to prospective Promoters or Customers. A Pruvit Promoter MUST inform all prospective Promoters that success requires substantial work and make available the Pruvit Income Disclosure Statement to prospective Promoters.

(iv) A Promoter may not make any claims regarding products or services of any products offered by Pruvit, except those contained in official Pruvit literature.

(v) A Promoter may not use official Pruvit material to promote the Pruvit business opportunity in any country where Pruvit is not duly authorized to conduct business.

11.2 Sales Requirements Are Governed by the Compensation Plan

(a) Pruvit Promoters may purchase Pruvit products and then re-sell them at any price they choose, unless otherwise specified by Pruvit or by any/its product suppliers on a per product basis. Pruvit will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Pruvit business. Pruvit products may only be sold where Pruvit is licensed or otherwise authorized to conduct business.

(b) The Pruvit program is built on sales to the ultimate consumer or end user. Pruvit encourages its Promoters to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Promoters must never attempt to influence any other Promoter to buy more products than they can reasonably use or sell to retail Customers in a month.

(c) Each Pruvit Promoter commits to personally use, sell, or use in business building at least 70% of every order placed with Pruvit prior to placing another order, and must be able to certify as much if demanded by Pruvit or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited. Pruvit retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

12.0 PROPRIETARY INFORMATION & TRADE SECRETS

12.1 Business Reports, Lists, and Proprietary Information

(a) By agreeing to the Pruvit Pruver Agreement, the Promoter acknowledges that business reports, lists of Customer and Promoter names and contact information and any other information, which may or may not appear in a Promoter’s Back Office, which contain financial, scientific or other information both written or otherwise circulated by Pruvit or pertaining to the business of Pruvit (collectively, “Reports”), are confidential and proprietary information and trade secrets belonging to Pruvit.

12.2 Obligation of Confidentiality

(a) During the term of the Pruvit Pruver Agreement and for a period of two (2) years after the termination or expiration of the Pruver Agreement between the Promoter and Pruvit, the Promoter shall not:
(i) Use the information in the Reports to compete with Pruvit or for any purpose other than promoting his or her Pruvit business; and

(ii) Use or disclose to any person or entity any confidential information contained in the reports, including the replication of the genealogy in another network marketing company.

12.3 Breach and Remedies

(a) The Promoter acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Pruvit and to independent Pruvit businesses. Pruvit and its Promoters will be entitled to injunctive relief or to recover damages against any Promoter who violates this provision in any action to enforce its rights under this section as well as any other remedies or monetary damages available at law. The prevailing party shall be entitled to an award of lawyer’s fees, court costs and expenses in addition to any award of damages.

12.4 Return of Materials

(a) Upon demand by Pruvit, any current or former Promoter will return the original and all copies of all “Reports” to Pruvit together with any Pruvit confidential information in such person’s possession.

13.0 PRIVACY POLICY

13.1 Introduction

(a) This Privacy Policy is to ensure that all Customers and Promoters understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section 13, all Promoters must comply with applicable privacy laws governing the collection, use and disclosure of Customer and fellow Promoter information.

13.2 Expectation of Privacy

(a) Pruvit recognizes and respects the importance its Customers and Promoters place on the privacy of their financial and personal information. Pruvit will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of, its Customers’ and Promoters’ financial and account information and nonpublic personal information.

(b) By entering into the Pruver Agreement, a Promoter or Customer authorizes Pruvit to disclose his or her name and contact information to upline Promoters solely for activities related to the furtherance of the Pruvit business. A Promoter hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the Pruvit business.

13.3 Employee Access to Information

(a) Pruvit limits the number of employees who have access to Customer’s and Promoters’ nonpublic personal information.

13.4 Restrictions on the Disclosure of Account Information

(a) Pruvit will not share non-public personal information or financial information about current or former Customers or Promoters with third parties, except as permitted or required by laws and regulations, court orders, to serve the Customers’ or Promoters’
interests, or to enforce its rights or obligations under these Policies and Procedures, or the Pruver Agreement, or with written permission from the accountholder on file.

14.0 **PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS**

14.1 **Inspection, Product Care, and Quality Controls**

(a) Promptly upon receipt, Promoters shall inspect Pruvit products and their packaging for damage, broken seals, evidence of tampering, or other product defects. If a product is defective or damaged, Promoters shall not sell the product and must report the defect or damage to Pruvit. Promoters may return products that are damaged or otherwise defective within thirty (30) days of receipt for a full refund or replacement.

(b) Promoters must comply with all instructions provided by Pruvit regarding the proper care, storage, and handling of Pruvit products. Additionally, Promoters shall store all Pruvit products in a dry place at room temperature, away from direct sunlight. Members shall also regularly inspect inventory for products that are expired or that will expire within 60 days, and shall not sell any such products.

(c) If Pruvit discovers that a Promoter is not properly inspecting products upon receipt, not properly storing and caring for Pruvit products, and/or selling products that are damaged or otherwise defective, Pruvit will investigate the Promoter and take remedial and disciplinary action up to and including involuntary termination of the Pruver Agreement.

14.2 **Labeling, Packaging, and Displaying Products**

(a) A Pruvit Promoter and/or Customer may not re-label, re-package, refill, or alter labels of any Pruvit product, or service, information, materials or program(s) in any way. Pruvit products and services must only be sold in their original containers from Pruvit. Such re-labeling or re-packaging violates federal and regulatory laws, which may result in criminal or civil penalties or liability.

(b) A Pruvit Promoter shall not cause any Pruvit product or service or any Pruvit trade name to be sold or displayed in retail establishments, except;

   (i) Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor’s offices, clinics, health clubs, spas and beauty salons); and

   (ii) Where the retail establishment is owned or managed by the Pruvit Promoter and the store does not exceed $1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership or management.

(c) A Promoter may sell Pruvit products and services and display the Pruvit trade name at any appropriate display booth (such as trade shows, expositions, conferences etc.) with the express written consent of Pruvit.

(d) A Promoter or Customer is prohibited to sell Pruvit products and services and display the Pruvit trade name, trademark or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.

(e) Pruvit reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Pruvit opportunity.
14.3 Use of Company Names and Protected Materials

(a) A Pruvit Promoter must safeguard and promote the good reputation of Pruvit and the products and services it markets. The marketing and promotion of Pruvit, the Pruvit opportunity, the Compensation Plan, and Pruvit products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.

(b) All promotional materials supplied or created by Pruvit must be used in their original form and cannot be changed, amended or altered, except with prior written approval from the Pruvit Compliance Department.

(c) The name of Pruvit, each of its product and service names and other names that have been adopted by Pruvit, in connection with its business are proprietary trade names, trademarks and service marks of Pruvit. As such, these marks are of great value to Pruvit and are supplied to Promoters for their use only in an expressly authorized manner.

(d) A Pruvit Promoter’s use of the name “Pruvit” is restricted to protect Pruvit proprietary rights, ensuring that the Pruvit protected names will not be lost or compromised by unauthorized use. Use of the Pruvit name on any item not produced by Pruvit is prohibited except as follows:

(i) [Promoter’s name] Independent Pruvit Promoter or Distributor; and

(ii) [Promoter’s name] Independent Promoter of Pruvit products and services.

(e) Further procedures relating to the use of the Pruvit name are as follows:

(i) All stationary (i.e. letterhead, envelopes, and business cards) bearing the Pruvit name or logo intended for use by the Pruvit Promoter must be submitted via email to the Pruvit Compliance Department for approval. Submit to: compliance@pruvithq.com.

(ii) Pruvit Promoters may list “Independent Pruvit Promoter” in the white pages of the telephone directory under his or her own name.

(iii) Pruvit Promoters may not use the name Pruvit in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, “Independent Pruvit Promoter.”

(f) Certain photos and graphic images used by Pruvit in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Promoters. If a Promoter wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.

(g) A Pruvit Promoter shall not appear on or make use of television or radio or make use of any other media to promote or discuss Pruvit or its programs, products or services without prior written permission from the Pruvit Compliance Department.

(h) A Promoter may not produce for sale or distribution any Company event or speech, nor may a Promoter reproduce Pruvit audio or video clips for sale or for personal use without prior written permission from the Pruvit Compliance Department.

(i) Pruvit reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal
from the marketplace of such materials without financial obligation to the affected Promoter.

(j) A Promoter shall not promote non-Pruvit products or services in conjunction with Pruvit products or services on the same social media site or same advertisement without prior approval from Pruvit Compliance Department.

(k) Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Pruvit may not be made except those contained in official Pruvit literature. In particular, no Promoter may make any claim that Pruvit products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Pruvit policies, but they also potentially violate federal and provincial laws and regulations.

(l) A Promoter shall not state or imply that the KETO//OS product can be taken as part of a weight loss strategy. The KETO//OS product is primarily intended to help elevate blood ketones, which can lead to a decrease in food cravings, increased satiety and improved energy levels. As stated above, a Promoter and/or Customer may not make any claims regarding products or services of any products offered by Pruvit, except those contained in official Pruvit literature.

14.4 Faxes and E-mail - Limitations

(a) Except as provided in this section, a Promoter may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages or “spamming” that advertises or promotes the operation of his or her Pruvit business. The exceptions are;

(i) E-mailing any person who has given prior permission or invitation; and

(ii) E-mailing any person with whom the Promoter has established a current business or personal relationship.

(b) In all states or U.S. or International territories where prohibited by law, a Promoter may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.

(c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:

(i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;

(ii) A clear return path or routing information;

(iii) The use of legal and proper domain name;

(iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;

(v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
(vi) The true and correct name of the sender, valid senders fax or e-mail address, and a valid sender physical address;

(vii) The date and time of the transmission; and

(viii) Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a Pruvit Promoter shall not transmit any further documents to that recipient.

(d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:

(i) Use of any third-party domain name without permission; and

(ii) Sexually explicit materials.

14.5 Internet and Third-Party Website Restrictions

(a) A Promoter and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell or advertise their Pruvit business or Pruvit products without Pruvit’s express written approval. A Promoter and/or Customer is prohibited from using or attempting to register any of Pruvit’s trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Pruvit logo or the Pruvit name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.

(b) A Pruvit Promoter may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Pruvit products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include, but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of a Promoter’s Pruver Agreement with Pruvit.

(c) Social Media sites may be used to advertise Pruvit products or services. PROFILES A PROMOTER OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE PRUVIT IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE PROMOTER AS AN INDEPENDENT PRUVIT PROMOTER, and when a Promoter and/or Customer participates in those communities, Promoters and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Pruvit’s sole discretion, and an offending Promoter and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Pruvit approved library, official Pruvit website or social media outlet. If a link is provided, it must link to the posting Promoter’s Replicated website. Promoters may not direct social media followers to any other website where Pruvit products are sold on the Internet unless the website has been specifically approved in writing by Pruvit as a third-party website where the Promoter may offer Pruvit products for sale.

(d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Promoters will be subject to disciplinary action.

(e) Promoters and/or Customers may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Promoters or Customers create or leave must be useful, unique, relevant and specific to the blog’s article.
Promoters and/or Customers must disclose their full name on all Social Media postings, and conspicuously identify themselves as an Independent Pruvit Promoter for Pruvit. Anonymous postings or use of an alias is prohibited.

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Pruvit income opportunity, Pruvit's products and services, and/or your biographical information and credentials.

Promoter and/or Customer are personally responsible for their postings and all other online activity that relates to Pruvit. Therefore, even if a Promoter does not own or operate a blog or Social Media site, if a Promoter and/or Customer posts to any such site that relates to Pruvit or which can be traced to Pruvit, the Promoter is responsible for the posting. Promoter and/or Customer are also responsible for postings which occur on any blog or Social Media site that the Promoter and/or Customer owns, operates, or controls.

As a Pruvit Promoter, it is important to not converse with any person who places a negative post against you, other Promoters, or Pruvit. Report negative posts to Pruvit at support@pruvithq.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Pruvit, and therefore damages the reputation and goodwill of Pruvit.

The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Pruvit therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.

If your Pruvit business is cancelled for any reason, you must discontinue using the Pruvit name, and all of Pruvit’s trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Pruvit Promoter, you must conspicuously disclose that you are no longer an Independent Pruvit Promoter.

Failure to comply with these Policies for conducting business online may result in the Promoter losing their right to advertise and market Pruvit products, services and Pruvit’s business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

Promoters are prohibited from selling Pruvit products to individuals or entities that they know, or should know, intend to resell the products. Promoters must sell Pruvit products only to end user customers, and Promoters shall not sell to any person any quantity of Pruvit products greater than that generally purchased by an individual for personal use. Promoters must take reasonable steps to ensure that they do not violate these prohibitions.

Advertising and Promotional Materials

You may not advertise any Pruvit products or services at a price LESS than the highest company published, established retail price of ONE offering of the Pruvit product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through Pruvit.

Advertising and all forms of communications must adhere to principles of honesty and propriety.
(c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Pruvit Compliance Department.

(d) All requests for approvals with respect to advertising must be directed in writing to the Pruvit Compliance Department.

(e) A Promoter who is currently paid at the Circle of Champions rank may create his or her own ads or promotional materials including the development of commercials or infomercials. However, all such materials, and any subsequent changes thereto, shall be submitted to the Pruvit Compliance Department for approval.

(f) Circle of Champions are encouraged to work with the Compliance Department prior to the production of commercials, infomercials, or websites.

(g) Pruvit reserves the right to rescind its prior approval advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Promoter.

14.7 Testimonial Permission

(a) By agreeing to the Pruvit Pruver Agreement, a Promoter gives Pruvit permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Pruvit Business Opportunity, a Promoter waives any right to be compensated for the use of his or her testimonial or image and likeness even though Pruvit may be paid for items or sales materials containing such image and likeness, and represents that any testimonial represents Promoter’s current, original, honest opinion, thoughts, beliefs, findings or experiences, based on Promoter’s actual experience with Pruvit and any stated use of Pruvit products and/or services, and agrees to notify Promoter immediately of any changes in the views expressed in the testimonial. In some cases, a Promoter’s testimonial may appear in another Promoter’s advertising materials. If a Promoter does not wish to participate in Pruvit sales and marketing materials, he or she should provide a written notice to the Pruvit Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

14.8 Telemarketing - Limitations

(a) A Pruvit Promoter must not engage in telemarketing in relation to the operation of the Promoter’s Pruvit business. The term “telemarketing” means the placing of one or more telephone calls or facsimile transmissions to an individual or entity to induce the purchase of Pruvit products or services, or to recruit them for the Pruvit opportunity.

(b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national “Do-Not-Call” list (DNCL) and or people who tell the caller directly not to call/fax in the future.

(c) While a Promoter may not consider himself or herself a “telemarketer” in the traditional sense, these regulations broadly define the term “telemarketer” and “telemarketing” so that the unintentional action of calling someone whose telephone number is listed on the Federal “Do Not Call” registry could cause the Promoter to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
“Cold calls” or unsolicited calls/faxes made to prospective Customers or Promoters in order to promote Pruvit products, services or the Pruvit opportunity is considered telemarketing and is prohibited.

Exceptions to Telemarketing Regulations.

A Pruvit Promoter may place telephone calls or faxes to prospective Customers, or Promoters under the following limited situations:

(i) If the Promoter has an established current business relationship with the prospect;

(ii) In response to the prospect’s personal inquiry or application regarding a product or service offered by the Pruvit Promoter, within 3 months immediately before the date of such a call/fax;

(iii) If the Promoter receives written and signed permission from the prospect authorizing the Promoter to call/fax;

(iv) If the call/fax is to family members, personal friends, and acquaintances. However, if a Promoter makes a habit of collecting business cards from everyone he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and

(v) Pruvit Promoters engaged in calling “acquaintances,” must make such calls/faxes on an occasional basis only and not as a routine practice.

A Promoter shall not use automatic telephone dialing systems in the operation of his or her Pruvit businesses.

Failure to abide by Pruvit policies or regulations as set forth by the federal government regarding telemarketing may lead to sanctions against the Promoter’s position, up to and including the Promoter’s involuntary termination.

By signing the Pruver Agreement, or by accepting commissions, other payments or awards from Pruvit, a Promoter gives permission to Pruvit and other Promoters to contact them as permitted under the Federal Do Not Call regulations.

In the event a Promoter violates this section, Pruvit reserves the right to institute legal proceedings to obtain monetary or equitable relief.

15.0 INTERNATIONAL MARKETING

15.1 International Marketing Policy

A Pruvit Promoter is authorized to sell Pruvit products and services to Customers and Promoters only in the countries in which Pruvit is authorized to conduct business, and in accordance with the Policies and Procedures of each country. Pruvit Promoters may not sell products or services in any country where Pruvit products and services have not received applicable government authorization or approval.

A Promoter may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Promoters, nor conduct any other activity for the purpose of selling Pruvit products and services, establishing a sales organization, or promoting the Pruvit business opportunity.
16.0 PRUVIT GLOSSARY OF TERMS

ACTIVE PROMOTER: A Promoter who is in good standing with respect to the Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Promoters can generate commissions and bonuses.

CUSTOMER: Any person who purchases Pruvit products and does not engage in the Pruvit business opportunity.

COMPETING PRODUCT: Is any dietary supplement or product containing exogenous ketones, or a combination of exogenous ketones and medium chain triglycerides, or medium chain triglycerides and purported to induce, support or maintain the metabolic state of ketosis.

PROMOTER’S/PRUVER’S WALLET: Is a secure website that manages a Pruver’s commissions.

SPONSOR: A Promoter who enrolls a Customer, or another Promoter into the Company, and is listed as the Sponsor on the Pruver Agreement. The act of enrolling others and training them to become Promoters is called “sponsoring.”

*Note: Any reference to “personally enrolling/sponsoring” herein is simply descriptive of the method of building a community of Promoters, i.e. personally enrolling other participants into Pruvit. The phrase is not intended to imply any connection between the simple act of recruitment, sponsorship, or enrollment, and payment of compensation.

COMPETING PRODUCT(S): Any dietary supplement that contains Beta Hydroxybutyrate (BHB) in any form, or Medium Chain Triglycerides (MCTs) marketed for the purpose of achieving or maintaining a metabolic state known as ketosis.

PROMOTER OR PRUVER: An individual or entity who actively promotes, markets and sells Pruvit products for profit and who actively seeks and recruits others to do the same in accordance with the Agreement.

PRUVER AGREEMENT: Pruvit Independent Promoter Enrollment Agreement in its current version that is available for download in the Promoter’s back office.

LINE OF SPONSORSHIP (LOS): A report generated by Pruvit that provides critical data relating to the identities of Promoters, sales information, and enrollment activity of each Promoter’s organization. This report contains confidential and trade secret information which is proprietary to Pruvit.

ORGANIZATION: The Customers and Promoter placed below a particular Promoter.

OFFICIAL PRUVIT MATERIAL: Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by Pruvit to Promoters and Customers.

PLACEMENT: Your position inside your Sponsor’s organization.

RESALABLE: Products shall be deemed “resalable” if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling has not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Pruvit labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.
**SALE/TRANSFER POSITION FORM:** Pruvit's Sale/Transfer Position Form in its current version that is available for download in the Promoter's back office.

**SALES AGREEMENT:** Pruvit's Sales Agreement in its current version that is available for download in the Promoter's back office.

**UPLINE:** This term refers to the Promoter or Promoters above a particular Pruvit Promoter or Sponsor in a sponsorship line up to the Company. It is the line of sponsors that links any particular Promoter to the Company.
ADDENDUM "1"

'Pruvit Product Price List'
Promoters & Customers
(USA)
# PRODUCT GUIDE

<table>
<thead>
<tr>
<th>Product</th>
<th>20 Servings (OTG)</th>
<th>30 Servings (KAN)</th>
<th>20 Servings (OTG)</th>
<th>12 Servings (OTG)</th>
<th>20 Servings (OTG)</th>
<th>n/a</th>
<th>20 Servings (OTG)</th>
<th>30 Servings (OTG)</th>
<th>60 Servings (AM/PM)</th>
<th>60 Hour Keto Reboot System</th>
<th>20 Servings (OTG)</th>
<th>15 Servings (OTG)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>KETO//OS® NAT</strong></td>
<td>✅</td>
<td>✅</td>
<td>$130 USD</td>
<td>$101.40 USD</td>
<td>$343.20 annual savings</td>
<td>80</td>
<td>52</td>
<td><strong>KETO//OS® PRO + MCT</strong></td>
<td>✅</td>
<td>✅</td>
<td>$160 USD</td>
<td>$124.80 USD</td>
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<td><strong>KETO//OS® NAT UNLEASHED</strong></td>
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<td>$414.48 annual savings</td>
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<td><strong>KETO//UP</strong></td>
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<td>$72.93 USD</td>
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<td>$82 USD</td>
<td>$63.96 USD</td>
<td>$216.48 annual savings</td>
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<td>32.50</td>
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<td><strong>MITOPLEX</strong></td>
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<td>$38.22 USD</td>
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<td>19.50</td>
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<td><strong>SIGNAL//OS</strong></td>
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<td>COMING SOON</td>
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<td></td>
<td></td>
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<tr>
<td><strong>KETO REBOOT SYSTEM</strong></td>
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<td></td>
<td>$94 USD</td>
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<tr>
<td><strong>BETTER//BROTH</strong></td>
<td></td>
<td></td>
<td>$89 USD</td>
<td>$69.42 USD</td>
<td>$234.96 annual savings</td>
<td>60</td>
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<tr>
<td><strong>MCT//143</strong></td>
<td></td>
<td></td>
<td>$49 USD</td>
<td>$38.22 USD</td>
<td>$80.26 annual savings</td>
<td>35</td>
<td>22.75</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CAFFEINE FREE** | **CHARGED (CAFFEINE)** | **ONE-TIME** | **SMARTSHIP SAVE 22%** | **ONE-TIME** | **SMARTSHIP**

**COST (+ TAX AND SHIPPING)** | **BONUS VALUE (BV)**

**OTG:** ‘On-the-go’ individual packets. Easy to carry with you and drink anywhere.
**KAN:** 30 servings in 1 tub, supplied with scoop.

*Prices do NOT include shipping and tax.*

*New products are NOT available with Prüvit Bucks for the first 60 days following their official launch.*
KETO//OS® NAT OTG 200 SERVINGS

**NAT EXPERIENCE PACK**

- 40% LEVEL 1 BONUS FOR FIRST 30 DAYS
- RANK 5 PASS FOR 1 YEAR

**KETO//OS® NAT OTG 200 SERVINGS**

**CHOOSE FROM 3 OPTIONS**
- 50/50 Mix
- All Charged
- All Caffeine Free

$1300 /800BV

*Rewards program perks are only available if purchased before you start your Go Challenge. 40% Level 1 Bonus commences when you start your Go Challenge. You can earn these perks by accumulating 2000PQV in your first 48 hours.*
ADDENDUM "2"

'Pruformance Rewards'
Pruvit Compensation Plan
PRÜFORMANCE REWARDS


V2.0
Prüver partner,

Welcome to Prüvit Prüformance Rewards.

Our cloud based company is designed to be more efficient and effective with less overhead, which enables us to pay out more commissions to our community. Prüvit believes that the strength of the company is our community and the people that drive our message, products and programs. This is where we want the rewards to go.

Our philosophy is very simple. We don't want to sell our product, we want to inspire people to pursue better with stories that you create. Selling a product is one thing, however, building a brand is another. To build a competitive, relevant brand, we knew we had to look further than just a product; we had to envision a larger purpose, a deeper reason for what we were doing.

The Prüvit Prüformance Rewards is designed to incentivize you to help socialize our stories and product with others and reward you for your reach and the ripple effect that you create. We all have value in today’s marketplace and should be rewarded for our influence.

We designed the program for the average person that wants to make a full time income. Our goal is to help more people go full time faster than any other company in the marketplace and in that same spirit, we’ve designed multiple Go Challenge resources to support your ambition as you launch your new business.

The power of the Prüformance Rewards includes incentives to get everyone to “GO” and get started. Let's dive in, learn more, and pursue better together everyday.

Simple, aggressive and powerful!

All the best,
Your Prüvit Team

I AM GUIDED AND UNSTOPPABLE.
I AM INSPIRING THE LIVES OF OTHERS.
I AM AN ACHIEVER.
I AM A CHAMPION.
I AM IN THE PURSUIT OF BETTER.
I AM READY FOR MÔRE.
I AM PRÜVIT.
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CUSTOMERS

Anyone can join Prüvit as a customer by purchasing a product. Customers can also take advantage of the Free Product Program (Endorsement Bonus) as detailed on page 16.

NOTE: There is a limit of 1 customer account per household.

Smartship Customers

Customers with a recurring order will achieve Smartship Customer status, which carries these additional benefits:

- Discount off retail prices (22% off with SmartShip orders)

PROCKET

Anyone who wants to earn rewards by referring customers and Promoters can enroll as a Promoter by paying the annual membership fee of $37 USD. Your annual Promoter membership unlocks the Prüvit Promoter Cloud which allows you to track your progress in the Prüformance Rewards Program, plus the associated business tools.

QUALIFICATION TO EARN

A Promoter is qualified to earn if they meet a minimum of 50PQV*, during the current Qualifying Cycle and maintain Engaged status:

A Promoter is Engaged, if they HAVE qualified for minimum PQV in the current qualifying month.

A Promoter is NOT Engaged, if they have NOT qualified in the previous 31-day qualification cycles.

*No more than 40% of PQV requirement can come from Promoter’s own orders, including initial, one-time and Smartship orders...

Some bonuses have specific qualification requirements that a Promoter must meet to qualify for that specific bonus.

PAY PERIODS

All bonuses are calculated on either a daily, weekly, monthly, quarterly or annual period (depending on the bonus).

A pay “week” begins at 12:00am Monday morning and ends at 11:59pm the following Sunday. Times are based on Prüvit Rewards Time Zone (RTZ) as displayed inside the Prüvit Cloud (cloud.justpruvit.com).

A pay “month” is based on a calendar month.

- All monthly commissions will be calculated and paid on the 15th of the following month.
- All volume adjustments due to failed credit card charges, product refunds, etc. that occur during this 15 day period, and that are applicable to orders processed during the previous month, will be factored into all commission calculations for that month.

RANKS

Achieved Rank: The highest rank ever achieved by a Promoter. A Promoter will always be referenced by this rank, which is permanently assigned for as long as they remain engaged.

Paid Rank: The rank the Promoter qualified for in that particular week or month, which is the rank they are paid at. NOTE: Your monthly Paid Rank is confirmed on the 15th of the following month, after the 15 day Pending Period to process any refunds on orders placed in the previous month.

Current Rank: The rank a Promoter is currently qualified at DURING the pay period, before it ends. This rank could go up or down once the period and Pending period ends.

POSITION

Sponsorship Tree: The entire downline hierarchy based on all personally enrolled Promoters being put on only the first level. Therefore, does not include those sponsored by an Upline Promoter.

Placement Tree: The entire downline hierarchy based on how all Promoters are positioned, including those who have been sponsored by an upline Promoter and “placed”.

VOLUME

BV (Bonus Value): The points assigned to all commissionable products.

PQV (Personal Qualifying Volume): The total amount of Bonus Value (BV) produced by the Promoter from his/her personal purchases and from sales to their Customers. PQV is one of the primary factors in determining personal income qualifications. PQV is calculated by looking back 31 days, providing members with a 1 day grace period.

Leg Volume (LV): The total amount of BV in each of a Promoter’s Placement legs. All those on a Promoter’s first level within the Placement Tree are considered the top of that leg.

NV (New Volume): The BV produced by all orders placed during the first 30 days of all new personally enrolled Customers and Promoters. Used only as a qualifier for certain bonuses.

GV (Group Volume): The total BV within a given qualification period in the Placement Tree.

TV (Team Volume): The total BV within a given qualification period in the first three levels of a Promoter’s Sponsorship Tree, in addition to BV from the Promoter’s own personally enrolled Customers. TV also includes BV from orders of Customers enrolled by Promoters on your first three levels). TV does NOT include BV from a Promoter’s own purchases.

PTV (Personal Team Volume): The total BV within a given qualification period in the first level of a Promoter’s Sponsorship Tree. Includes volume from personally enrolled Customers and Promoters. But NOT volume from the Customers of personally enrolled Promoters. TV does NOT include BV from a Promoter’s own purchases.
WAYS TO GET PAID

KICK-OFF REWARDS (FIRST 30 DAYS)

Go Pro Bonus (GPB)
Pays a cash bonus, Prüvit Bucks and additional Go Fast Bonuses, based on a Promoter’s Personal Team Volume (PTV) and Team Volume (TV) within the first 14 days following the start of their Go Challenge.

Go MVP Bonus (GMB)
Pays a cash bonus, Prüvit Bucks and additional Bonus Pool shares, based on the Promoter’s Personal Team Volume (PTV) and Team Volume (TV) within the first 30 days following the start of their Go Challenge.

GAMEPLAY REWARDS

MVP Multiplier Bonus (MM)
Hit the Go MVP qualifiers in any month following your original Go MVP period to earn additional cash. Hit it for 3 consecutive months to double the cash.

MVP Mentor Bonus (MMB)
Pays a cash bonus based on developing MVPs (Promoters who achieve the Go MVP bonus).

Go All-Star Bonus (GAB)
Pays a cash bonus and unlocks additional levels on the MVP Mentor Bonus, based on developing 5 MVPs within 120 days following the start of the Go Challenge.

Retailer Bonus (RB)
Pays a percentage of all BV produced by personally enrolled Customers, based on the number of Customers enrolled.

Endorsement Bonus (EB)
Get your product FREE every month by directly referring 2 Smartship Customers. Both Promoter AND Customer accounts can participate.

Go Fast Bonus (GFB)
A weekly bonus that pays on all commissionable orders placed during the first 30 days of new, personally enrolled Promoters. *Promoters can qualify for Daily Pay

RESIDUAL REWARDS

Residual Commission (RC)
A monthly commission based on the percentage of BV that occurs on each of the first one to eleven levels of the Placement Tree.

Champion Bonus (RCB)
In addition to the Residual Commission, the Champion Bonus offers a percentage of BV that occurs from unlimited levels of Promoters one to five Generations deep following the Sponsorship Tree.

Residual Match (RM)
A percentage of the RC earned by all those Promoters which contribute towards a Promoter’s Team Volume (TV). That is, within the Promoter’s first three levels, based on Sponsorship Tree.

LEADERSHIP REWARDS

Champion Car Bonus (CCB)
Pruvit will pay up to $800 towards a luxury car for all Promoters who achieve, and maintain, at least Rank 6 for 2+ consecutive months.

PARTNER REWARDS

Ownership Pools L7 - L10 (Quarterly)
Four separate pools for all Promoters who reach the L7, L8, L9 and L10 ranks, each based on 1% of total company BV.

CONTESTS AND PROMOTIONS

Prüvit runs exciting, regular contests and promotions. Make sure you download the Prüvit Pulse App to keep in the loop. Available on iPhone and Android.
All rank qualifications and commissions in Prüvit Prüformance Rewards are based on the BV (Bonus Value) assigned to all commissionable products sold.

**Personal Qualifying Volume (PQV) is earned from:**
1. The Promoter’s own initial purchase of products.
2. The accumulation of PQV from more than one of the Promoter’s own orders.
3. The sale of products to Customer.
4. Any combination of the above three scenarios.

**Team Volume (TV) is calculated by:**
5. The total BV within a given qualification period in the first three levels of a Promoter’s Sponsorship Tree, in addition to BV from the Promoter’s own personally enrolled Customers.
6. TV is compressed based on Promoter membership.
7. TV does not include personal orders.

**Group Volume (GV) is recalculated based on a calendar month, based on a Promoter’s Placement Tree at the conclusion of the month:**
8. GV is based on the BV within a given qualification period in the Placement Tree.
9. All GV is reset at the beginning of each new month.
10. No GV is ever carried over.
11. Refunded items that produce GV are deducted from the monthly GV total of the month in which the refund is issued.

70% RULE:
No more than 70% of your GV can come from one team. A team is any personally enrolled Promoter and their entire Community volume.

PENDING PERIOD:
Your monthly Paid Rank is confirmed on the 15th of the following month, after a 15 day true-up (Pending Period). All volume adjustments due to failed credit card charges, product refunds, etc. that occur during this 15 day period, and that are applicable to orders processed during the previous month, will be factored into all rank qualification and commission calculations for that month.
The Placement Lounge feature is an incredible tool, providing strategic team building placement. The Placement Lounge allows you to create collaborative synergies with Prüvers that you think would benefit from being on the same team. Reward those that deserve it by helping them grow their teams as well as advance to higher ranks.

The key to using your Placement Lounge is to sponsor personally every month and create new Prüver's that you can hold in the Placement Lounge. Create momentum by helping them GO FAST so you build volume that you can then place on the team of your choice. This also allow the new Prüver Promoters to to gain additional support by teams that are already in place. Remember, take your time. Once the Prüver Promoters in your Placement Lounge are placed they CAN NOT be moved again. NO EXCEPTIONS!

**HOW IT WORKS**

When you personally enroll Prüver Promoters, they are automatically placed in your Placement Lounge for up to 60 days, which is also on your 1st level of your Residual Commissions. During that time, you (the sponsor) has the option to place the new Promoter into an open position in an existing leg in their Placement Tree. Allowing you to place a new Promoter in an open position in the Placement Tree provides an opportunity to increase the sales volume in an existing leg that is already in place. Any volume associated with the Promoter, at the time of the move, also moves with the that person.

If you decide to not move any of your Promoters in the Placement Lounge, or if the 60 days expires, they will be permanently left on your 1st level. Rank advancement and Residual Commissions are based on the sales volume in the Placement Tree. Again, All moves are FINAL.
The Go Challenge is the fastest way to kick-off your Prüvit Promoter journey. It gives you quick cash and a solid foundation for a prosperous, long-term business.

We also have you covered with an optional 14 day ‘settling in’ period while you learn the ropes and receive your first shipment of product. You can choose to GO at any time during this 14 days.

When you Join or Upgrade as a Promoter, you have 14 full days to start your Go Challenge. If you have not started it by the end of your 14th full day, it will automatically begin. Daily Pay becomes available after 30 days, provided you have met the qualifiers.

PURCHASE AN EXPERIENCE PACK TO UNLOCK THESE LIMITED TIME OFFERS:

### 40% Go Fast Bonus

Purchase the Experience Pack to receive 30 days of 40% on Level 1.

**Note:** Purchase must be made BEFORE your Go Challenge starts. 30 days begin when you start your Go Challenge.

You can earn the 30 day 40% Go Fast Bonus by accumulating 2000PQV in your first 48 hours.

### Rank 5 Pass

Purchase the Experience Pack to unlock the Rank 5 Pass for 1 year.

This means you can earn like a Rank 5 Promoter in your first month!

You can earn the Rank 5 Pass by accumulating 2000PQV in your first 48 hours.
GO PRO BONUS (GPB)

Pays a cash bonus, Prüvit Bucks and additional Go Fast Bonuses, based on a Promoter’s Personal Team Volume (PTV) and Team Volume (TV) within the first 14 days following the start of their Go Challenge.

<table>
<thead>
<tr>
<th>Who is eligible</th>
<th>Qualified and Engaged Promoters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifying cycle</td>
<td>14 full days following the start of the Go Challenge</td>
</tr>
<tr>
<td>What you will receive</td>
<td>One-time $250 cash bonus</td>
</tr>
<tr>
<td></td>
<td>100 Prüvit Bucks</td>
</tr>
<tr>
<td></td>
<td>Level 2 and 3 of Go Fast Bonus doubled (Level 2 = 10%, Level 3 = 20%)</td>
</tr>
<tr>
<td></td>
<td>Level 4 at 5% will be added to Go Fast Bonus</td>
</tr>
<tr>
<td>Eligibility requirements</td>
<td></td>
</tr>
<tr>
<td>- Minimum Personal Qualifying Volume (PQV)</td>
<td>100 PQV</td>
</tr>
<tr>
<td>- Personal Team Volume (PTV)</td>
<td>800 BV</td>
</tr>
<tr>
<td>- Unique personally enrolled Customers (who place a commissionable order)</td>
<td>Qty 2 (no minimum volume)</td>
</tr>
<tr>
<td>- Team Volume</td>
<td>1000 TV</td>
</tr>
</tbody>
</table>

1. $250 cash bonus is paid the following weekly pay period within which the GPB was achieved.
2. The Go Fast Bonus increase will commence at the conclusion of the first calendar week that does not contain any of the Promoter’s first 14 days, after the GPB was achieved.

a. This additional Go Fast Bonus will be permanent for as long as the Promoter remains Engaged.

b. If a Promoter goes not Engaged, and then becomes Engaged again, the extra percentage on levels two, three and four of the Go Fast Bonus will not be reinstated.
GO MVP BONUS (GMB)

Pays a cash bonus, Prüvit Bucks and additional Bonus Pool shares, based on the Promoter’s Personal Team Volume (PTV) and Team Volume (TV) within the first 30 days following the start of their Go Challenge.

<table>
<thead>
<tr>
<th>Who is eligible</th>
<th>Qualified and Engaged Promoters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifying cycle</td>
<td>30 full days following the start of the Go Challenge</td>
</tr>
<tr>
<td>Pay period</td>
<td>Weekly</td>
</tr>
<tr>
<td>What you will receive</td>
<td>One-time $500 cash bonus</td>
</tr>
<tr>
<td>2 additional shares of the Ownership Pool (in the highest rank Ownership Pool you qualify for)</td>
<td>100 Prüvit Bucks</td>
</tr>
</tbody>
</table>

- If Go Pro Bonus was not achieved
  - Level 4 at 5% will be added to Go Fast Bonus
  - Level 2 and 3 of Go Fast Bonus doubled (Level 2 = 10%, Level 3 = 20%)

<table>
<thead>
<tr>
<th>Eligibility requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Personal Qualifying Volume (PQV)</td>
</tr>
<tr>
<td>Personal Team Volume (PTV)</td>
</tr>
<tr>
<td>Unique personally enrolled Customers (who place a commissionable order)</td>
</tr>
<tr>
<td>Team Volume</td>
</tr>
</tbody>
</table>

*If you miss the 100 PQV qualifier in a given week, after qualifying for the Go MVP Bonus, you will need to requalify for the MVP Multiplier in order to regain MVP status.

1. $500 cash bonus is paid the following weekly pay period within which the Go MVP Bonus was achieved.

2. The Accelerated Go Fast Bonus and additional Ownership Pool share eligibility will commence at the start of the next weekly qualifying cycle, following the week in which the Accelerated Go Fast Bonus was earned.

3. The Accelerated Go Fast Bonus and additional Ownership Pool share eligibility will be permanent for as long as the Promoter maintains MVP status.

4. If you miss the 100 PQV qualifier in a given week, after qualifying for MVP status, you will need to requalify for the MVP Multiplier in order to regain MVP status.
**MVP MULTIPLIER (MM)**

Hit the Go MVP qualifiers in any month following your original Go MVP period to earn additional cash. Hit it for 3 consecutive months to double the cash.

<table>
<thead>
<tr>
<th>Who is eligible</th>
<th>Qualified and Engaged Promoters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifying cycle</td>
<td>Monthly</td>
</tr>
<tr>
<td>Pay period</td>
<td>Weekly</td>
</tr>
<tr>
<td>What you will receive</td>
<td>$250 cash bonus</td>
</tr>
</tbody>
</table>

- **If you do not already have MVP status:**
  - 2 additional shares of the Ownership Pool (in the highest rank Ownership Pool you qualify for)
  - Level 4 at 5% will be added to Go Fast Bonus
  - Level 2 and 3 of Go Fast Bonus doubled (Level 2 = 10%, Level 3 = 20%)

**Eligibility requirements**

- Minimum Personal Qualifying Volume (PQV) 100 PQV*
- New Personal Team Volume (PTV) 1600 BV
- New unique personally enrolled Customers (who place a commissionable order) Qty 4 (no minimum volume)
- Team Volume 2000 TV

*If you miss the 100 PQV qualifier in a given week, after qualifying for the MVP Multiplier, you will need to requalify for the MVP Multiplier in order to regain MVP status.

**Power-ups (optional)**

<table>
<thead>
<tr>
<th>Eligibility requirements</th>
<th>3 consecutive months (can include original Go MVP Bonus period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>What you can earn</td>
<td>$750 cash bonus in addition to the $250 earned in each of the 3 months</td>
</tr>
</tbody>
</table>

1. $250 cash bonus is paid the following weekly pay period within which the MVP Multiplier was achieved.
2. $750 cash bonus is paid the following weekly pay period within which the 3rd consecutive MVP Multiplier Bonus was achieved.
3. The Accelerated Go Fast Bonus and additional Ownership Pool share eligibility will commence at the start of the next weekly qualifying cycle, following the week in which the Accelerated Go Fast Bonus was earned.
   a. The Accelerated Go Fast Bonus and additional Ownership Pool shares will be permanent for as long as the Promoter maintains MVP status.
   b. If you miss the 100 PQV qualifier in a given week, after qualifying for the MVP Multiplier, you will need to requalify for the MVP Multiplier in order to regain MVP status.
4. The MVP Multiplier cannot be achieved in the same period that you hit your original Go MVP Bonus.
5. The MVP Multiplier can only be achieved once per month.
GO ALL-STAR BONUS (GAB)

Pays a cash bonus and unlocks additional levels on the MVP Mentor Bonus, based on developing 5 MVPs within 120 days following the start of the Go Challenge.

<table>
<thead>
<tr>
<th>Who is eligible</th>
<th>Qualified and Engaged Promoters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifying cycle</td>
<td>120 full days following the start of the Go Challenge</td>
</tr>
<tr>
<td>Pay period</td>
<td>Weekly</td>
</tr>
<tr>
<td>What you will receive</td>
<td>One-time $1000 cash bonus</td>
</tr>
<tr>
<td></td>
<td>Unlock Accelerated MVP Mentor Bonus</td>
</tr>
</tbody>
</table>

- Develop personally enrolled MVPs (Promoters who achieve Go MVP) Qty 5

1. Promoters must maintain 5 unique personally enrolled customers in order to maintain the Accelerated MVP Mentor Bonus. Refer page 14.
2. The Accelerated MVP Mentor Bonus increase will commence at the start of the next weekly qualifying cycle, following the week in which the Accelerated MVP Mentor Bonus was earned (via either option).

a. This additional MVP Mentor Bonus will be permanent for as long as the Promoter remains Engaged.
b. If a Promoter is not Engaged, and then becomes Engaged again, the extra percentage on levels 4, 5, 6, 7, and 8 of the Go Fast Bonus will not be reinstated.
GO FAST BONUS (GFB)

A weekly bonus that pays on all commissionable orders placed during the first 30 days of new, personally enrolled Promoters.

Who is eligible
Qualified and Engaged Promoters

Qualifying cycle
Ongoing bonus with no time limit

Pay period (default)
Weekly

Pay period (optional - requires qualification)
Daily

- Daily pay requirements
  Minimum Personal Qualifying Volume (PQV): 100 PQV in the last month
  Personal or personally enrolled Smartship order processed during last 30 days
  Personal or personally enrolled Active Smartship order

  At least Rank 2

Accelerated GFB Eligibility Requirements

Option 1: Pro status
Achieve Go Pro Bonus

Option 2: MVP status
Achieve Go MVP Bonus, or MVP Multiplier Bonus, and maintain 100PQV (verified weekly)

Option 3: Unique personally enrolled customer orders
Qty 10 (Based on unique households)

Power-up GFB Eligibility Requirements

- Unique personally enrolled Customers (who place a commissionable order)
  Qty 10 (no minimum volume)

- Personal Team Volume (PTV)
  1500 BV

What you will receive
Based on BV produced from commissionable orders during the first 30 days of new, personally enrolled Promoters.

- Standard GFB
  20% of BV on Level 1, 5% of BV on Level 2, 10% of BV on Level 3

- Accelerated GFB
  20% of BV on Level 1, 10% of BV on Level 2, 20% of BV on Level 3, 5% of BV on Level 4

- Power-up GFB
  20% of BV on Level 1, 10% of BV on Level 2, 20% of BV on Level 3, 5% of BV on Level 4, 2% on Level 5, 6, 7, 8

*Purchase BEFORE your Go Challenge starts. The 30 days begins when you start your Go Challenge.

1. Refer page 22 for conditions and footnotes.
2. Unique personally enrolled Customers qualifier:
   a. Refer footnotes on page 22.
3. If you miss the 100 PQV qualifier for MVP status in a given week, after qualifying for the Go MVP Bonus or MVP Multiplier, you will need to qualify for the MVP

Multipler in order to regain the Accelerated Go Fast Bonus and additional Ownership Pool share eligibility.
Pays a cash bonus based on developing MVPs (Promoters who achieve the Go MVP bonus).

### MVP MENTOR BONUS (MMB)

<table>
<thead>
<tr>
<th>Level</th>
<th>Standard</th>
<th>Accelerated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>2</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>3</td>
<td>$50</td>
<td>$50</td>
</tr>
<tr>
<td>4</td>
<td>-</td>
<td>$20</td>
</tr>
<tr>
<td>5</td>
<td>-</td>
<td>$20</td>
</tr>
<tr>
<td>6</td>
<td>-</td>
<td>$20</td>
</tr>
<tr>
<td>7</td>
<td>-</td>
<td>$20</td>
</tr>
<tr>
<td>8</td>
<td>-</td>
<td>$20</td>
</tr>
</tbody>
</table>

Who is eligible: Qualified and Engaged Promoters

Qualifying cycle: Ongoing bonus with no time limit

Pay period: Weekly

What you will receive:
- Standard MVP Mentor bonus: $50 for each new MVP on Level 1, 2, and 3
- Accelerated MVP Mentor bonus: In addition to $50 on Level 1, 2, and 3, get $20 for each new MVP on Levels 4, 5, 6, 7, and 8

Eligibility requirements:
- MVP status: Hit the Go MVP Bonus or MVP Multiplier Bonus, and maintain 100PQV (verified weekly)

Accelerated MMB Eligibility requirements - Option 1:
- Achieve the Go All-Star bonus
- Unique personally enrolled Customers (who place a commissionable order): Maintain Qty 5 (Based on unique households)

Accelerated MMB Eligibility requirements - Option 2:
- Unique personally enrolled Customers (who place a commissionable order): Qty 10 (Based on unique households)
- Personal Team Volume (PTV): 1500 BV

1. Unique personally enrolled Customers qualifier:
   a. Refer footnotes on page 26
2. The MVP Mentor Bonus does not roll up.
3. The Accelerated MVP Mentor Bonus increase will commence at the start of the next weekly qualifying cycle, following the week in which the Accelerated MVP Mentor Bonus was earned (via either option).
**RETAILER BONUS (RB)**

The Retailer Bonus pays 40% on 50% of the BV produced by your personally enrolled Customers, plus an additional percentage on 50% of the BV produced by Level 1 - 3 Customers in your Sponsorship Tree.

<table>
<thead>
<tr>
<th>RETAILER BONUS</th>
<th>50% Retail BV applied</th>
<th>Bonus Rate</th>
<th>Accelerated Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Customers</td>
<td>40%</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>Level 1 Customers</td>
<td>5%</td>
<td></td>
<td>4 Personally Enrolled Customers*</td>
</tr>
<tr>
<td>Level 2 Customers</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 3 Customers</td>
<td>15%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Qualifying Customers must place order during qualifying period. No minimum volume.

<table>
<thead>
<tr>
<th>Who is eligible</th>
<th>Qualified and Engaged Promoters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifying cycle</td>
<td>Monthly</td>
</tr>
<tr>
<td>Pay period</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What you will receive</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% Bonus Rate on personally enrolled Customers—applied to 50% of BV</td>
</tr>
<tr>
<td>5% on Level 1, 10% on Level 2 and 15% on Level 3—applied to 50% of BV</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eligibility Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>- To earn on Level 1, 2 and 3</td>
</tr>
<tr>
<td>- Unique personally enrolled Customers (who place a commissionable order) Qty 4 (No minimum volume)</td>
</tr>
</tbody>
</table>

1. If the Promoter who has earned a RB is not qualified, his/her RB will roll up (based on line of sponsorship) to find the next qualified Promoter.  
2. Applicable BV does not include Promoter's own order/s  
3. Unique personally enrolled Customers qualifier:  
4. Note: RB can be received by as little as one person and as many as 4.  
5. The RB is based on number of unique household Customers who place an order, not number of Customer orders.  
   a. 'Unique household' is based on the address profile of qualifying Customers.  
6. The Endorsement Bonus, which pays on personally enrolled Customer orders, takes precedence over the Retailer Bonus. However those Customers will count towards the RB Qualifier.
ENDORSEMENT BONUS (EB)

Get your product FREE every month by directly referring 2 Smartship Customers. Both Promoter AND Customer accounts can participate in this bonus!

How do Prüvit Bucks work?
Promoters and Customers can use their Prüvit Bucks on approved products for one-time and recurring Smartship orders*. You just pay for the tax and shipping.

Partial Prüvit Bucks can be applied to the sub total (excluding tax and shipping), with the balance being paid via credit card on file, along with tax and shipping. Credit card on file is required to process tax and shipping.

*Your Smartship order will automatically use Prüvit Bucks if you have the entire, or partial value in your wallet, up to a maximum of $500; ONLY IF you have 2 Active Smartship Customers.

Who is eligible
All Customers and Promoters

Qualifying cycle
Monthly

Pay period
1st day of month

Eligibility requirements
- Personally enrolled Customer orders - New Volume and Smartship Orders only Qty 2 (different customers, 1 order applied per customer)
- Personal active Smartship order No minimum volume

What you will receive
- Prüvit Bucks Equal to the average of your two highest Customer orders

1. Endorsement Bonus does not cover the cost of sales tax or shipping.
2. For Eligibility Requirement, orders placed by Customers within 30 days of joining (Customer NV), and Smartship orders are valid.
3. Both (2) Customer orders must be placed in the same calendar month to earn Prüvit Bucks for a given period.
4. If you have more than two valid customers orders, the two largest orders placed within the current month will be used to calculate your Prüvit Bucks.
5. Only 1 order per customer will be applied to the qualification. In the event a customer has multiple orders, the highest value order will be used.
6. Orders that qualify towards the Endorsement Bonus do not get counted towards the Retailer Bonus or Residual Commissions.
7. Promoters and Customers must maintain Active Smartship order during the Pending Period, or the Endorsement Bonus for previous qualifying cycle will not be paid out.
8. Orders that use Prüvit Bucks for the complete value of the order will NOT count as a qualifying order towards the Endorsement Bonus. Orders that use Prüvit Bucks for partial value of the order will have the qualifying value of that order reduced in proportion.
9. Prüvit Bucks are not redeemable for cash.
Leadership Rewards

Champion Car Bonus (CCB)

Prüvit will pay up to $800 towards the monthly lease or purchase of a luxury car to all Promoters who achieve, and maintain, at least Rank 6.

Who is eligible

Qualified and Engaged Promoters

Qualifying cycle

Total of 2 consecutive calendar months

Pay period

Monthly

What you will receive

Up to $800 towards the monthly lease of a luxury car

Car Lease Tokens (CLT)

1 CLT is earned each month you qualify for payment. Upon approval of your submitted lease/purchase documentation, the CLT will be converted to dollars in your Cash Wallet, based on the amount indicated on your proof of lease/purchase documentation.

Eligibility requirements

- Paid As Rank

Achieve and maintain Rank 6 or higher

Rank 6 = 200PQV / 15,000TV / 30,000 GV

After 2 consecutive months of achieving Rank 6 or higher, you will receive your first CCB. Then just maintain Rank 6 or higher to continue receiving the CCB.

Scenario: Promoter-A earns Rank-7 in January. In February, Promoter-A earns Rank-6. At the conclusion of February, Promoter-A will earn the Champion Car Bonus. Following February, Promoter-A will continue to receive the CCB as long as they maintain Rank 6.

If Promoter-A falls to Rank-5, 50% of their payment will be covered for up to 2 months. Read details below for more information.

1. The car must be less than 3 years old at the time of purchase or lease.
2. You must submit your car information for approval to Prüvit HQ by email (support@pruvithq.com). Please fill in the form available in the cloud. We strongly suggest you do this prior to signing purchase/lease papers as payments will only commence once approved by Prüvit HQ.
3. The car, new or used, must be a new purchase or lease made no earlier than 90 prior to earning a Car Lease Token (CLT).
4. Car Lease Tokens (CLT) can be redeemed up to 30 days after they are paid out via Monthly Rewards, on the 15th of every month. Car Lease Tokens (CLT) earned more than 30 days ago cannot be redeemed.
5. Acceptance of a CCB in the form of an auto lease/purchase payment is not mandatory.
   a. There is no cash option (discounted or otherwise) available to the Promoter.
   b. However, other options, in lieu of a personal auto lease/purchase payment, are:
      i. The CCB may be transferred to a member of the Promoter’s immediate family.
6. If a CCB recipient falls to a Paid Rank of Rank-5, 50% of their payment will be covered for up to 2 months.
   a. If the Promoter has not again achieved Rank-6 after this two month period, the CCB payment will cease.
   b. If the Promoter falls to Rank-4 at any time, all 50% CCB payments will cease permanently.
      i. Example: As a “Car Qualified” Rank-6, Promoter-A receives a full CCB in January, but then falls to Rank-5 in February, then Rank-4 in March, then Rank-5 in April. Promoter-A will earn a 50% CCB in February. No further CCB will be paid. That is, gaining back to Rank-5 within two months of losing the full CCB will not regain the 50% CCB due to his previous month’s drop to Rank-4.
   c. If a Promoter ever loses their CCB (i.e. is no longer “Car Qualified”), they can requalify for the full CCB by again achieving Rank 6.
      i. Once a Promoter regains the full CCB (after having previously lost it), they are also again eligible for the two months of half-CBB as a Rank-5.
   d. Therefore, it would be possible for a Promoter to alternate between Rank-6 and Rank-5 every other month in perpetuity and receive alternating 100% and 50% Champion Car Bonuses.
   e. In those months in which a Promoter earns a 50% CCB they will be required to cover the other 50%, or may elect to return the vehicle, thus canceling all CCB payments.
7. Any Prüver that earns the Champion Car Bonus must have a valid driver’s license, maintain all insurance required by law, and is responsible for all costs associated with the qualifying vehicle, including payments, fees, insurance, taxes, gasoline and maintenance.
RESIDUAL COMMISSION (RC)

A monthly residual commission based on the percentage of BV that occurs on each of 1 to 11 levels following the Placement Tree. All one-time and Smartship orders will be paid accordingly, with the exception of orders that pay via the Go Fast Bonus and Endorsement Bonus.

<table>
<thead>
<tr>
<th>RESIDUAL COMMISSION (RC)</th>
<th>% Percentage of BV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rank 1 2 3 4 5 6 7 8 9 10</td>
<td>Level 1 5% 5% 5% 5% 5% 5% 5% 5% 5% 5%</td>
</tr>
<tr>
<td></td>
<td>Level 2 1% 5% 5% 5% 5% 5% 5% 5% 5% 5%</td>
</tr>
<tr>
<td></td>
<td>Level 3 1% 1% 5% 5% 5% 5% 5% 5% 5% 7%</td>
</tr>
<tr>
<td></td>
<td>Level 4 1% 1% 1% 5% 5% 5% 5% 5% 5% 7%</td>
</tr>
<tr>
<td></td>
<td>Level 5 1% 1% 1% 1% 1% 1% 5% 5% 5% 5%</td>
</tr>
<tr>
<td></td>
<td>Level 6 1% 1% 1% 1% 1% 1% 1% 5% 5% 5%</td>
</tr>
<tr>
<td></td>
<td>Level 7 1% 1% 1% 1% 1% 1% 1% 5% 5% 5%</td>
</tr>
<tr>
<td></td>
<td>Level 8 1% 1% 1% 1% 1% 1% 1% 5% 5% 5%</td>
</tr>
<tr>
<td></td>
<td>Level 9 - - - - -</td>
</tr>
<tr>
<td></td>
<td>Level 10 - - - - -</td>
</tr>
<tr>
<td></td>
<td>Level 11 - - - - -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPRESSION EXAMPLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>YOU Rank 6</td>
</tr>
<tr>
<td>Level 1 Promoter Not engaged</td>
</tr>
<tr>
<td>Level 2 Promoter Engaged</td>
</tr>
<tr>
<td>Level 3 Promoter Not engaged</td>
</tr>
<tr>
<td>Level 4 Promoter Engaged</td>
</tr>
<tr>
<td>Level 5 Promoter Engaged</td>
</tr>
<tr>
<td>Level 6 Promoter Engaged</td>
</tr>
<tr>
<td>Level 7 Promoter Not engaged</td>
</tr>
<tr>
<td>Level 8 Promoter Engaged</td>
</tr>
<tr>
<td>Level 9 Promoter Engaged</td>
</tr>
<tr>
<td>Level 10 Promoter Engaged</td>
</tr>
<tr>
<td>Level 11 Promoter Not engaged</td>
</tr>
<tr>
<td>Level 12 Promoter Engaged</td>
</tr>
</tbody>
</table>

Who is eligible
Qualified and Engaged Promoters

Qualifying cycle
Monthly

Pay period
Monthly

What you will receive
A % of BV on up to 11 Levels (compressed to include only Engaged Promoters)

*Percentage paid is based on Rank (refer chart above)

Power-up RC Eligibility Requirements
- Unique personally enrolled Customers (who place a commissionable order) Qty 10 (no minimum volume)
- Personal Team Volume (PTV) 1500 BV
- New Volume 1000 BV
- Achieved Rank Rank 7

1. The Cloud system will compress up from as many levels down as needed to achieve eight final levels of Engaged Promoters, or the maximum number of Engaged Promoters within that leg.
2. 50% of Customer BV is included in the RC.
3. Orders placed during the first 30 days of your personally referred Promoters will not be included in Residual Bonuses.
**CHAMPION BONUS (RCB)**

In addition to the Residual Commission, the Champion Bonus offers a percentage of BV that occurs from unlimited levels of Promoters one to five Generations deep following the Sponsorship Tree.

<table>
<thead>
<tr>
<th>CHAMPION BONUS (RCB)</th>
<th>Rank</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generation 1</td>
<td></td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>Generation 2</td>
<td></td>
<td>1%</td>
<td>2%</td>
<td>2%</td>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>Generation 3</td>
<td></td>
<td>1%</td>
<td>1%</td>
<td>3%</td>
<td>3%</td>
<td>4%</td>
</tr>
<tr>
<td>Generation 4</td>
<td></td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>3%</td>
<td>5%</td>
</tr>
<tr>
<td>Generation 5</td>
<td></td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
</tr>
</tbody>
</table>

*Generation 1-5 overrides unlimited levels of Promoters following the Sponsorship Tree through five generations of Rank 6 or higher rank.

**EXAMPLE**

```
YOU                      Rank 8
Level 1 Promoter         Rank 2
Level 2 Promoter         Rank 6
Level 3 Promoter         Rank 4
Level 4 Promoter         Rank 2
Level 5 Promoter         Rank 8
Level 6 Promoter         Rank 6
Level 7 Promoter         Rank 1
Level 8 Promoter         Rank 4
Level 9 Promoter         Rank 4
Level 10 Promoter        Rank 10
Level 11 Promoter        Rank 2
Level 12 Promoter        Rank 3
Level 13 Promoter        Rank 3
Level 14 Promoter        Rank 7
```

- **Who is eligible**: Qualified Rank 6 or above, Engaged Promoters
- **Qualifying cycle**: Monthly
- **Pay period**: Monthly

**What you will receive**

| % of BV, following the Sponsorship Tree, linearly down through unlimited levels of Rank 1-5 Promoters stopping at but including the 5th generation Rank 6 or higher rank Promoter. |

*Percentage paid for each level and generation are based on Rank (refer chart above)

1. 50% of Customer BV is included in the Champion Bonus.
2. Orders placed by personally enrolled Promoters during their first 30 days will not be included in Residual Bonuses.
3. Unique personally enrolled Customers qualifier:
RESIDUAL MATCH (RM)

Earn a percentage of the Residual Commissions earned by Engaged Promoters who contribute towards a Promoter’s Team Volume (TV). That is, within the Promoter’s first three levels, based on Sponsorship Tree.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10%</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
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<td></td>
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<tr>
<td>7</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ACCELERATED MATCH

<table>
<thead>
<tr>
<th>Level</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>20%</td>
</tr>
<tr>
<td>6</td>
<td>20%</td>
</tr>
<tr>
<td>7</td>
<td>20%</td>
</tr>
</tbody>
</table>

Maintain 800BV Personal Team Volume (PTV)

Compression Example:

- Level 1: $1000 + $1000 = $2000 x 20% = $400 RM
- Level 2: $1000 + $500 = $1500 x 20% = $300 RM
- Level 3: $500 + $500 = $1000 x 20% = $200 RM

Total RM = $900

Who is eligible

<table>
<thead>
<tr>
<th>Qualifying cycle</th>
<th>Pay period</th>
<th>What you will receive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td>Monthly</td>
<td>A % of total paid RCs on up to 3 Levels of the Sponsorship Tree (compressed to include only Engaged Promoters)</td>
</tr>
</tbody>
</table>

*Percentage and number of levels paid are based on Rank (refer chart above)

Eligibility requirements

- Personal Team Volume (PTV) 800 BV

1. The RM is paid from the RC of all Promoters (within three levels), regardless of rank. It makes no difference what rank the downline Promoter is that you earn RMs from. Your own rank is the only factor in determining the RM (per the chart above).
2. Compression rules apply as described in Point 1, in the Residual Commission section on page 11. A Promoter’s first three levels applicable to the RM should only be made up of Engaged (but not necessarily Commission Qualified) Promoters.
3. If a Promoter is not Commission Qualified but otherwise would have earned a Residual Commission, all those Promoters three levels upline to them will not receive a RM on this non-qualified Promoter’s unpaid RC.
4. Orders placed by personally enrolled Promoters during their first 30 days will not be included in Residual Bonuses.
OWNERSHIP POOLS: RANK 7 - RANK 10 (OP)

Four separate pools for all Promoters who reach the R7, R8, R9 and R10 ranks, each based on 1% of total company BV produced over a calendar quarter.

<table>
<thead>
<tr>
<th>Who is eligible</th>
<th>Qualified and Engaged Promoters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifying cycle</td>
<td>Monthly</td>
</tr>
<tr>
<td>Pay period</td>
<td>Quarterly (Every 3 months)</td>
</tr>
</tbody>
</table>

What you will receive

- Below qualifying ranks are determined by a Promoter’s Paid As rank at the end of each month
- Achieve Rank 7 during the qualifying cycle = 2 shares of R7 pool*
- Achieve Rank 8 during the qualifying cycle = 2 shares of R8 pool + 2 shares of R7 pool*
- Achieve Rank 9 during the qualifying cycle = 2 shares of the R9 pool + 2 shares of R8 pool + 2 shares of R7 pool*
- Achieve Rank 10 during the qualifying cycle = 2 shares of the R10 pool + 2 shares of the R9 pool + 2 shares of R8 pool + 2 shares of R7 pool*

*All Promoters who have achieved and maintained MVP status will receive 2 extra shares per month in the highest Rank Pool they qualified for.

Plus

- Rank 7 and above Promoters within your Team (1st 3 levels) outside your largest Sponsorship Tree leg
  - Rank 7 = 2 extra shares
  - Rank 8 = 4 extra shares
  - Rank 9 = 6 extra shares
  - Rank 10 = 8 extra shares**

**Limited to the highest ranked Promoter within each qualified leg

1% of company BV during the qualifying cycle will be divided between total number of Shares earned by all Promoters

Eligibility requirements

- Personal SmartShip order
- New and existing unique personally enrolled Customers (who place a commissionable order) Qty 5 (no minimum volume)
- Minimum Personal Qualifying Volume (PQV) 100 PQV
- New Personal Team Volume (PTV) 800 BV

Power-ups (optional) – these shares apply to the highest Rank Pool that a Promoter qualifies for

<table>
<thead>
<tr>
<th>Eligibility requirements</th>
<th>LIMITED TIME OFFER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1600 BV</td>
</tr>
</tbody>
</table>

- New Personal Team Volume (PTV)

What you can earn

- Rank stars in the highest qualifying pool
  - 1 star = 1 extra share / 2 stars = 2 extra shares / 3 stars = 3 extra shares
- New personally enrolled processed SmartShip orders
  - 5 = 1 extra share
- New and existing personally enrolled processed SmartShip orders
  - 100 = 1 extra share
- New personally enrolled All-Star
  - Every personal All-Star = 3 extra shares

1. The BV applied to the Ownership Pools is made up of the total BV of all products sold during the qualifying cycle. That is, not a pool of BV after it has been adjusted as a result of bonuses which dilute the BV, eg. GFB, RB, and EB).
3. Each rank, from Rank-7 through Rank-10, will have its own pool made up of 1% of company wide BV produced over a calendar quarter (Jan-Mar is Q1, Apr-Jun is Q2, etc.).
4. The OP is calculated monthly, but paid at the end of each quarter.

Example #1: If Promoter-A was a Rank-7 in October, a Rank-8 in November, and a Rank-9 in December, he would receive 6 shares of the Rank-7 Pool, 4 shares of the Rank-8 Pool, and 2 shares of the Rank-9 Pool.

i. If Promoter-A had achieved the Go MVP Bonus in or before October, he would receive 8 shares of the Rank-7 Pool, 6 shares of the Rank-8 Pool, and 4 shares of the Rank-9 Pool.

5. Must submit a fully executed Ownership Pool Agreement, available in the Downloads section at cloud.justpruvit.com, to support@pruvithq.com.
## Unique Personally Enrolled Customers

The footnotes below pertain to all ‘Unique Personally Enrolled Customer’ qualifiers.

1. If a Customer enrolls and places an order, then within the same month formally resigns their Customer membership, this Customer will still count towards the enrollee’s Customer total for that month.
2. Only one personally enrolled Customer from the same household is counted towards a Promoter’s total Customer count. However, more than one Promoter may count multiple Customers from the same household, as long as each Customer has a unique enrollee.
3. Unique households are based on the address profile of Customers.
4. If a Customer places an order then at least 2 hours later in the same month enrolls as a Promoter, the Customer will still count towards the Customer total of the Promoter who enrolled them as a Customer regardless of who subsequently enrolled them as a Promoter. If this Customer enrolls as a Promoter less than 2 hours after they enrolled as a Customer, then the order will be converted to a Promoter order, and will not count towards the total Customer count.
5. If an Engaged Promoter (at least 50 PQV) is converted to a Customer during the month, per the Customer status rule, this Customer will count towards their enrollee’s Customer total.

**Customer Status Rule:** All Promoters who have produced Personal Qualifying Volume but have no community volume, nor has earned any income, during three qualifying cycles, will be converted to the status of Customer.

## Go Fast Bonus

1. Smartship orders are not counted towards the Go Fast Bonus.
2. 30 days starts from date of enrollment.
3. Any product order with a BV value is applicable.
4. All Commission Qualified Promoters are eligible for the Go Fast Bonus regardless of rank.
5. Go Fast Bonus payouts are based on the Sponsorship Tree.
6. BV of all applicable orders is only applied to the Go Fast Bonus, and does not contribute BV to any other bonus, with the exception of the 1% that goes in the 30 Day Bonus Pool.
7. If the Promoter who has qualified for a Go Fast Bonus is not Engaged, his/her GFB will roll up (based on line of sponsorship) to find the next Qualified and Engaged Promoter.
   a. Example: Promoter-A sponsors Promoter-B who sponsors Promoter-C who sponsors Promoter-D. If Promoter-C does not qualify for a $40 GFB he could have earned from Promoter-D’s first order, then Promoter-B would receive this $40 GFB. If Promoter-B is not Engaged then the GFB rolls up to Promoter-A.
   b. Only the Standard % Go Fast Bonus rolls up, not the double direct bonus or increased percentages based on Go Pro Bonus or Go MVP Bonus being achieved.
8. 30 Days of 40% on Level 1: Promoter.

## Incomes Claims

Where income examples are used, they are just examples. There is no assurance you’ll do as well. If you rely upon our figures, you must accept the risk of not doing as well there can be no assurance that any prior successes, or past results, as to income earnings, can be used as an indication of your future success or results. Monetary and income results are based on many factors. We have no way of knowing how well that you will do, as we do not know you, your background, your work ethic, or your business skills or practices. Therefore we do not guarantee or imply that you will win any incentives or prizes that may be offered, get rich, that you will do as well, or make any money at all. There is no assurance that you will do as well. If you rely on our figures; you must accept the risk of not doing as well.

## Personal Purchases

No feature of the Rewards Program constitutes a personal purchase requirement to become a Pruver, move up in rank or otherwise fully participate in the Rewards Program. No product purchase is required of anyone at any time to fully participate as a Pruver. The Rewards Program is built on retail sales to Customers. Prüvit recognizes that Prüvers may wish to purchase product either for resale or, in reasonable amounts, for personal or family use. Pursuant to Pruvit’s terms, policies and procedures, the purchase of products primarily as an attempt to qualify for advancement in the Rewards Program is not permitted. Prüvers are prohibited from (1) buying excessive inventory or encouraging others to do so, and (2) representing that there is any obligation to personally purchase products.

## Personal Enrollment

Any reference to “personally enrolling/sponsoring” is simply descriptive of the method of building a community, i.e. personally enrolling other participants into the community. The phrase is not intended to imply any connection between the simple act of recruitment, sponsorship, or enrollment, and payment of compensation.”
ADDENDUM "3"

'Income Disclosure Statement'
("IDS")
The Pruvit Compensation Plan is an exciting opportunity that rewards you for selling products and services and for sponsoring other participants who do the same. Although the opportunity is unlimited, individual results will vary depending on commitment levels and sales skills of each participant. Since Pruvit has recently launched, it lacks enough statistical data to prepare reliable income disclosures. The numbers below reflect estimates prepared by the company pending a more detailed survey to be conducted after its first year. Based on industry standards and company projections, the average annual gross income for Pruvers is projected to be anywhere between $500 and $2,000. There will certainly be participants who will earn less while others will earn much more. We’re excited about the Pruvit Compensation Plan and we’re confident it will provide you a solid foundation to help you achieve your financial goals.

If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can or will earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with Pruvit results only from hard work, dedication, and leadership.