



coseva™

Coseva Policies and Procedures

3/1/2014

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The Contract

The Policies & Procedures are effective as of the date first displayed above and govern the way a Coseva Business Owner (Partner) conducts business with the Company, other Partners and Customers. Coseva attempts to enforce the Policies and Procedures on a fair and level basis. However, any failure to enforce any of the provisions of the Policies and Procedures with one Partner does not waive Coseva’s right to enforce any such provision with that same Partner or any other Partner.

These Policies and Procedures, the Coseva Easy as 1-2-3 Compensation Plan[®], the Coseva Business Owner Agreement, Coseva Notices to Brokers, Coseva Declarations & Notices to Enrollers Using Paper Membership Applications, Coseva Terms and Conditions, Coseva Privacy Policy and any other written agreement between the Partner and Coseva whether in their original forms or as may be amended from time to time at the sole discretion of Coseva, are by this reference incorporated into, and form an integral part of, what is collectively referred to as the “Contract.”

Each Partner has the responsibility to read, understand, adhere to the Contract and ensure that he is aware of the most current version of the Contract. When Enrolling a new Partner, the Enroller shall provide the most current version of the Contract to the applicant prior to his or her execution of the Partner Agreement. By signing or clicking thru a Distributor Agreement or by accepting Commissions from Coseva, a Partner demonstrates that he has read, understands and agrees to be bound by the Contract and any amendments thereto.

Coseva may amend any part of the Contract from time to time as laws and business circumstances change; however, notice of any amendment will be published by the Coseva on its website at least thirty (30) days before the change is made effective. It is the responsibility of all Partners to regularly review the most recently published Contract, located at www.coseva.com.

Section 1 – Partner Responsibilities

- 1. Partner Application Completion Process.** A person may become a Partner after
 - 1.1. Reading the Contract, completing, signing and returning a Partner Application by fax, mail or physical delivery and paying the nominal Membership fee, or
 - 1.2. Signing up with Coseva over the telephone, followed by the submission of a duly completed and signed Partner Application within two weeks thereof to Coseva, or
 - 1.3. Completing, digitally signing and submitting through Coseva’s Internet website, or other Company authorized electronic portal, an online Partner Application.

- 1.3.1. No product purchases are required to become a Partner. Partner understands and acknowledges that the Coseva opportunity is not a franchise opportunity. Coseva reserves the right, at its sole discretion, to reject any Partner Application. Incomplete, inaccurate, or unlawful Partner Applications are voidable by Coseva. If the Partner Application is rejected, the applicant will be notified and any application fee will be returned by original method of payment. A Partner is responsible for informing Coseva of any and all changes affecting the accuracy of the Partner Application.
2. **Partner ID Number** A unique identification number (“Partner ID Number”) will be assigned to all Partners. All individuals or entities (corporations, partnerships, trusts, LLCs, etc.) must provide Coseva with a valid Social Security Number, Federal Tax Identification Number or other required country specific Tax Identification Number for the individual or entity. Coseva may also require a completed and signed W-9 form from any Partner residing in the US for Tax ID confirmation or an I-9 form for any non US member. Any Customer who purchases Coseva products from Coseva may also be assigned an ID Number.
3. **Beneficial Interests.** An individual may create one (1) Coseva Distributorship. While partnerships, corporations, trusts, and other entities may enroll as a Partner, a person may not have a legal beneficial interest or be listed as an owner, partner, or participant in more than one Coseva Distributorship. The creation of “straw” (ineligible or false) positions in a Partner’s Downline is prohibited. If a member of a Partner’s immediate family or household engages in any act or activity that would violate the Contract, if such act were performed by the Partner, such act or activities will be imputed to the Partner.
4. **Corporate Entities.** Applications submitted by corporations or other business entities must be signed by a duly authorized Officer or other responsible party, and contain the name and Tax Identification Number of the corporation along with the names of the principal corporate officers, directors, and shareholders and be accompanied by the corresponding Partner Application. Coseva may require a copy of the Articles of Incorporation, Articles of Organization, a Certificate of Good Standing, or such other information about the entity as is necessary to protect the interests of Coseva and comply with its legal obligations. Beneficial Interest guidelines apply to all Corporate Entities.
5. **Partner Divorce or Partnership Dissolution.** In the unfortunate circumstance that married Partners, or partners who share in a certain Coseva Business, obtain a divorce or wish to dissolve their partnership, Coseva will continue to treat the Coseva Distributorship according to the existing Partner Application until such time as Coseva receives written notice from both parties or a certified court order directing otherwise. The written notice must be signed by all parties and notarized.
6. **Partner Status Changes and Transfers.** To convey, sell, assign, or otherwise transfer a Coseva Business or any interest therein, a Partner must contact the Coseva Compliance Department and follow its internal policies and meet any requirements, as may be amended from time to time. The same Terms and Conditions of the offer to purchase require an offer in writing to the Enroller ID. No Partner shall sell or assign a Distributorship in order to circumvent the Contract, including but not limited to cross-sponsoring rules, and/or the possession of or interest in more than one Coseva Distributorship, or any mandatory waiting period after the termination of a previous Distributorship. Coseva reserves the right to review any sale or assignment, and to impose reasonable conditions on the sale or assignment to ensure compliance with the Contract.
7. **Independent Contractor Status.** A Partner is an independent contractor and is responsible for his own business expenses, decisions, and actions. A Partner shall not represent himself as an agent, employee, partner, or in joint venture with Coseva. A Partner shall not make purchases or enter into any transactions in the Company’s name. A Partner’s work hours, business expenditures, and business plans are not dictated by Coseva. A Partner shall make no printed or verbal representations which state or imply otherwise. A Partner is fully responsible for all of his verbal and/or written statements made regarding the Coseva products, services, and the Coseva Compensation Plan which are not expressly contained in official Coseva materials. A Partner agrees to indemnify Coseva against any claims, damages, or other expenses, including attorneys’ fees, arising from any representations or actions made by the Partner that are outside the scope of the Contract. The provisions of this Section survive the termination of the Contract.
8. **Legal Age.** Partner applicants must be at least 18 years of age and/or legally able to enter into a legal contract in the jurisdiction where they reside.

9. **Territory.** Acceptance of the Partner Application by Coseva authorizes the Partner to conduct business only in authorized or open countries. Partners, consumers or any Customers residing in unopened countries may be allowed to purchase Coseva product directly from Coseva in US Dollars and strictly on a Not-For-Resale basis in accordance with applicable legal requirements in their home country and the country of destination. Acceptance of the Partner Application does NOT confer any exclusive territory to any Partner, and Partners may not indicate that they have such a relationship with Coseva.
10. **Account Changes to the Coseva Membership.** Certain Account changes or corrections may be accomplished by submitting the changes when logged into the Partner Web Office. Alternatively, the change may be requested in writing by submitting a new Partner Application with the word “Amendment” written at the top, or by submitting a detailed email from your account of record to the Coseva Compliance Department. All amended Partner Application forms must be completed in their entirety and signed by all parties in the Coseva Business. Coseva reserves the right to review all requests for changes to ensure the accuracy and validity of the new information. Certain changes will require W9, I9 or other signed paperwork as deemed necessary by Coseva. In these instances, the Partner will be contacted directly by Coseva in order to obtain the necessary documentation from the requesting Partner.
11. **Privacy of Distributor Information.** All information provided by an Applicant on a Partner Agreement will be used solely for the purposes of evaluating the Partner Agreement and for related activities of the Partner. A Partner authorizes Coseva to disclose its contact information to the Partner’s Upline, and to the Partner’s Downline Organization one (1) level. The contact information may be used only for a Partner’s Coseva Business. Coseva may also transmit a Distributor’s or Customer’s information in the course of business to fulfill orders or process other business transactions as needed. Partners are encouraged to regularly review the Privacy Center settings in their Partner Web Office for email preferences, and their Profile Contact information.

2. Section 2 – Enroller Responsibilities

1. **Enrolling.** The position of Enroller brings many benefits and responsibilities. A Partner may act as the Enroller for an applicant so long as they are in good standing with Coseva. If more than one Partner claims to be the Enroller for the same applicant, Coseva will honor the first Partner Application received and accepted by Coseva, unless specific facts dictate otherwise. A Enroller must clearly state in all presentations to prospective Partners that no product purchase is required to become a Partner, and no compensation is paid to any Partner solely for enrolling new Partners.
2. **Duties.** Duties of a Enroller include, but are not limited to: offering support, information, and assistance as well as supervisory, marketing, selling, and training support, assisting Downline Partners in understanding and complying with the most current Contract, and resolving any disputes arising between persons related to his or her organization, including any Customers and/or any Downline Partners. It is the Enroller’s responsibility to provide any prospective Partner an opportunity to fully review the Contract before they complete the Partner Application and pay their Membership Fee.
 - 2.1. Coseva may, from time to time, make changes to the Enroller and/or Placement tree, when in its sole discretion, it determines that a given team structure is counterproductive, or is creating a disruption to the success and harmony of the organization as a whole. While the company attempts to find alternative solutions to such a change, it reserves the absolute right to make such changes as it deems necessary to preserve the harmony and productivity of the entire organization.
3. **Succession.** Upon death, a Coseva Distributorship may pass to successors in interest as provided by law, and, upon Coseva receiving a signed Partner Application from the successor along with a certified copy of the death certificate (or Doctor’s Statement), and will, trust or any other legal instrument demonstrating the successor’s rights and interest. After acceptance by Coseva, a successor shall be entitled to all the rights and privileges, and subject to the duties and obligations of the Contract.
4. **International Enroller Requirements.** To participate in Coseva as an International Enroller, a Partner
 - 4.1. Must be an Active Partner in good standing in his/ her country of residence.
 - 4.2. Must have read and understand all aspects of the foreign country’s Policies and Procedures, and agree to and abide by the Coseva Compensation Plan in and for the foreign country. Violation of these policies may lead not only to Coseva

disciplinary action, but also to governmental regulatory action that may include severe fines, confiscation of property, closure of business operations, and/or imprisonment.

5. **Foreign Members, Consumers/Customers.** Consumers residing in unopened countries may apply to become a Partner or Customer provided such Partner or Customer purchase Coseva product directly from Coseva corporate offices. Purchases are strictly for their own personal consumption on a Not-For-Resale basis, in accordance with applicable legal requirements in their resident country and the country of destination.
6. **Import Export.** A Partner may not import any Coseva product into a market in where Coseva product has not been approved. A Partner may not export unauthorized Coseva product to another country. Customers or Partners who reside in an eligible foreign country must purchase their products directly from the Coseva corporate offices in their resident country or through the Coseva corporate offices in the United States on a Not-For-Resale basis. In its sole discretion, Coseva may restrict the quantity of Coseva product ordered by any one Partner or restrict the quantity being shipped to any particular location. To remain compliant with US Federal laws, under no circumstances may a Partner sell product to, or in a US trade restricted country. It is each Partner's responsibility to be aware of, and comply with all laws regarding conducting business in, and with, foreign countries and nationals.
7. **International Advertising.** Coseva promotional literature and other marketing materials (hereafter literature) are written or created specifically for each country. Partners may not distribute, display, use or create promotional literature in countries other than materials approved by Coseva for said country. Promotional statements used in one country's literature may not be appropriate or legal for use in another country. A Partner may not seek or participate in media coverage of any kind without the prior written approval from the Coseva corporate office.
8. **Foreign Sales.** A Partner does not have the right to retail Coseva product in a foreign country; that right is reserved for individuals who are Partners residing in the country. To avoid adverse tax consequences, restitution requirements and violations of foreign law, a Partner must refer Customer product orders to his/her Downline Partners residing in the foreign country. Additionally, only products approved for retail sales in that specific country may be sold. Products that are purchased as part of a Not-For-Resale program may not be offered for retail sales in any market.

3. Section 3 - Purchasing Coseva Product

1. **Product Ordering and Payment Guidelines.** A Partner may order Coseva product by placing an order with the local Coseva office and providing proper payment. This can be handled online thru the Partner's Web Office or by calling the corporate office. Funds must be available at the time the order is posted. Shipments may be subject to delay until the availability of funds have been verified. The Volume attributed to any order will be credited to the Volume Period in which the product payment is confirmed.
 - 1.1. Orders will be shipped within two business days after receipt of the order or upon the clearing of verified funds, whichever occurs later. If Coseva is temporarily out of stock on the ordered merchandise, a Partner may receive a backorder notice on that product.
 - 1.2. Shipments will be complete and in marketable condition at the time they leave the Coseva distribution center. Upon receipt of an order, Partners should immediately inspect the order to determine it is complete and undamaged. If an order is incomplete, the Partner should immediately call Coseva Customer Service. If an order is damaged upon receipt, the Partner should contact Coseva Customer Service so that a claim can be filed with the carrier for goods damaged in transit. Pictures of the damage to the product as well as to the package itself should be taken by the recipient and made available to Coseva upon request.
 - 1.3. Before assuming a shipment is lost or missing, a Partner should wait at least ten (10) business days from the placing of an order. If a shipment is lost or missing, the Partner should then notify Coseva Customer Service. Lost shipments, if later found and/or delivered, must be reported to Coseva Customer Service within five (5) days of delivery. A Partner who signs

a delivery release with a common carrier authorizing the carrier to deliver an order without a signature agrees to release Coseva from all responsibility for such delivery.

- 1.4. A Partner who has had at least one check or other type of payment declined for “insufficient funds” or “closed account” or any other non-payment reason, may lose ordering privileges and the right to receive Commissions until the sufficiency of funds is resolved. If this occurs, payment must be made with a certified or cashier’s check, or other guaranteed form of payment deemed acceptable to Coseva. Partner agrees that Coseva may assess a handling fee of twenty-five (\$25.00) USD for each rejected check and for each credit card charge back. These fees may be charged against any current or future Commission or known accounts held in the Partner’s favor.
- 1.5. Coseva may, at its discretion, reject or cancel any order for any reason, including Coseva experiencing production difficulties, change of production, failure by its suppliers to deliver, unexpected high demand, problems with logistics or shipping providers, or unforeseeable events such as force majeure, civil disturbance or terror attacks. Coseva will not be responsible for any damages resulting from such rejection or cancellation, beyond the refund of any monies received regarding that order.
2. **70% Rule.** In order to provide each Partner an opportunity to purchase high demand Coseva product, and to avoid any excessive storage or stocking of Coseva product, Coseva and its Partners subscribe to the 70% Rule. A Partner certifies with each new Product order that he has sold or consumed at least 70% of all Product purchased in prior orders. Each Partner agrees to retain documentation that demonstrates compliance with this policy, including evidence of Customer Sales, for a period of at least four (4) years. A Partner agrees to make this documentation available to Coseva on request. Failure to comply with this requirement or falsely representing the amount of product sold or consumed in order to advance in the Coseva Compensation Plan will constitute a breach of the Contract and may be grounds for termination.
3. **Product Care.** All Coseva products should be stored indoors, in a cool, dry and hygienically-safe area, or as otherwise directed by the label. As a general rule, products should be kept at least four inches (4”) above the floor. Coseva is not responsible for any product that is damaged due to improper storage.
4. **Late Carriers.** Coseva cannot issue a refund for merchandise if an order arrives late by any carrier, therefore, when ordering, Partner should always allow ample time for replacements or delivery failures. Coseva is not responsible if a Partner is unavailable to sign for a scheduled delivery. Partners should make arrangements for their package to be delivered to an alternate address where it can be signed for if they are not available. These shipping policies include anything that is drop-shipped to Customers from our suppliers as well.
5. **Compensation Plan Participation.** A Partner and/or those in the Partner’s Downline may not order product for the sole purpose of participating in the Coseva Compensation Plan, or to “Qualify”, themselves or others to earn Commission payments. When placing any product order, the Partner certifies that he/she has sold or consumed a minimum of seventy percent (70%) of all previous orders (see the “70% Rule” in this section).
6. **Order Fulfillment.** Orders submitted without payment in full will not be filled until payment in full is received by Coseva. If payment for an order is insufficient, Coseva reserves the right, at its sole discretion, to withhold items from the order until the order total is equal to, or less than, funds received. Any and all liability arising out of the non-fulfillment or partial fulfillment of an incomplete order lies with the Partner who placed the order, including non-payment of Commissions and/or loss of qualification if full payment is not received within the Volume Period. In no instance shall Coseva be liable for any damages related to an unfulfilled order, other than the refund of any monies received for that order, less order handling and shipping fees.
 - 6.1. Full payment must accompany all orders. Depending on the specific country, payment for orders should be made by personal check, cash (at events and certain will-call centers; Coseva is not responsible for cash sent through any postal or parcel delivery service), certified check, money order, or credit card. Coseva is not responsible for orders delayed in transit or orders that do not arrive at the appropriate Coseva office accompanied by a valid form of payment. To be included with a current period’s Volume, mail orders must be received by Coseva before 3:00 P.M. Mountain Time (MT), on or before the last business day of the Volume Period. Cash should never be mailed for payment.

7. **Telephonic and Electronic Orders.** Coseva product orders may be placed by telephone, facsimile, Internet website, or other electronic means. The funds for any purchase must be approved prior to a sale. If Coseva is informed that a Partner's credit card is declined or not approved, the product order may be canceled unless the Partner provides a valid alternate payment method. A Partner assumes full responsibility for any and all consequences that may result when Coseva receives notification the credit card transaction, or other payment form is declined or not approved, including failing to Qualify in the Coseva Compensation Plan.
 - 7.1. A Partner who initiates credit card charge-backs is deemed to have "Disputed Balances". Any Partner receiving benefit from the Volume for the order in question will have Commissions suspended and applied toward the disputed balance until the dispute is resolved to the satisfaction of Coseva. Partners are responsible for any errors created using online order processing such as discontinued or incorrect item codes, or other errors of omission or inclusion.
8. **Coseva Autoship.** Any changes to Autoship orders should be submitted four (4) business days before the scheduled ship date. Autoship orders may be processed and shipped one (1) to three (3) business days before or after the scheduled date depending on weekends, holidays and/or other circumstances. From time to time, Coseva may adjust Autoship dates as needed to conform to business practices or changes in the Qualification Calendar.
9. **Coseva Referrals.** Any Customer or potential Partner leads that come to Coseva directly will be referred to Partner Leaders. Coseva will make all reasonable efforts to determine how a prospect became interested in Coseva, and such leads will be given to the Partner who created that interest. Coseva reserves the right to refer any unclaimed leads to Partner Leaders, based upon Rank. The distribution of Coseva Referrals is made at the sole discretion of Coseva.
10. **Ordering Restrictions.** It is Coseva policy that products be purchased in reasonable quantities in the ordinary course of business for either sale to Retail Customers or actual personal use. Coseva reserves the right to decline or cancel any order with or without cause, at its sole discretion.
 - 10.1. In order to honor Coseva commitments with credit card companies used by Coseva to conduct its business, only orders made on behalf of the Partner's own Coseva Business will be honored by Coseva. A Partner may not use Coseva's Internet website or other electronic means to place orders on their Partner account using another Partner's credit card. If the use of another person's credit card is needed to complete a purchase, both parties must call Coseva Customer Service and speak with a Coseva Support Agent. The credit card owner must be on the call to give approval for the transaction.
 - 10.2. A Partner may not purchase more than \$3,000 USD on their Initial Order without the express written permission of Coseva. Any Partner purchases exceeding \$5,000 USD within a Monthly Volume Period must be accompanied by the Partner Retail Sales Receipts as proof the products are for retail sales transactions.
11. **Sales Tax and Exemptions.** Coseva product may be subject to sales taxes in some jurisdictions. If Coseva collects and remits tax in any jurisdiction, Coseva may advise Partners that such taxes are required to be collected on their behalf. If a Partner wishes to be Sales Tax exempt, Coseva must receive a copy of the Tax Identification Number and Sales Tax Exempt documentation for the taxing jurisdiction in which the Partner is registered. Sales Tax Exempt status begins once the Partner provides the required documentation. The collection and remission of taxes by Coseva does not relieve Partners of their responsibility and duty to comply with any and all tax regulations appropriate to the Partners jurisdiction.
12. **W-9 and 1099 Forms.** In as much as all Partners are independent contractors, Coseva does not withhold any income taxes from earnings, provided a Partner discloses their valid Social Security or Tax Identification Number by completing a W-9 form. As required by the Internal Revenue Service (IRS) or local government, Coseva will issue a Form 1099 or equivalent at the end of each calendar year, which reports all of the Coseva earnings paid to Partners residing in the US. Consequently, a Partner is required to provide all necessary information to Coseva in order to complete the 1099 or equivalent form. Partners residing outside the United States or any Partner without a valid Social Security or Tax Identification Number may be required to satisfy U.S. tax law thereby, compelling Coseva to withhold taxes on Commissions and/or other earnings. Partners who have earned \$600.00 USD (or equivalent) in a calendar year must provide Coseva with a complete and accurate W-9 (or I-9) form in order for Coseva to provide any Commission payments. In some circumstances, Coseva may be required to have non-US based Partners complete and return an I-9 or other identifying documentation to be compliant with various US regulations. Partners agree to indemnify Coseva against any and all costs incurred directly or indirectly as result of providing incorrect Tax Identification Numbers

or related information to the company. Such costs may include, but are not limited to, fines, penalties, expenses related to correcting documents or filings or gathering correct information as needed. Such indemnification may take place by any means practicable, including direct payment, withholdings from any account known to be held or managed in the Partners favor or through other legal recourse as necessary. In no way does this section constitute tax or legal advice. It is the Partner's duty to seek appropriate counsel on the tax and legal ramifications of their individual business activities.

13. **Returning Product, refunds, exchanges.** Partners may exchange resalable product that is unopened, undamaged and purchased through their own Partner account within the last 30 days. Monetary refunds may be provided to terminating Partners or Customers who return resalable, unopened, undamaged products purchased thru their own account within the last 30 days. Certain packs or promotional items may be ineligible for any refunds. In such cases, defective product may be replaced or exchanged by Coseva at its sole discretion. The method of payment for any refund is based on the original method of payment.

Partners voluntarily terminating and seeking a refund must do the following:

- Call Coseva Customer Service and request a Return Merchandise Authorization (RMA) form and/or number;
- Request in writing a refund from Coseva; and
- Return the package with the RMA number clearly marked on the outside of the package, near the return address; Shipping costs to return products must be paid by the Partner;
- Send a signed Notification of Termination to the local Coseva office. The Partner is responsible for any damage or loss during the shipping process. Goods damaged in transit, and therefore not marketable, will be rejected. After full verification of all submitted paperwork and returned items, Coseva will issue the terminating Partner a refund for the original cost of the accepted return product less 10% Restocking Fee. The original cost of shipping and handling is non-refundable

RMA Process. (Return Merchandise Authorization Process). Partners or Customers requesting to return product must first contact Coseva Customer Service to authorize each individual item for return. Certain Guidelines and restrictions may apply, as further explained in this section. If items are deemed eligible for return, a unique RMA Number will be generated by an agent of the Coseva Customer Service team and will be provided to the Partner. Information regarding each specific authorized return item is tied to each individual RMA Number. Any paperwork included inside a return shipment should include the RMA Number for that return.

Partners and Customers are responsible for cost incurred when shipping their authorized product back to Coseva. When shipping the product, the RMA number must be clearly visible on the outside of the package, preferably near the sender's return address. Packages received by Coseva without any RMA number may be rejected and returned to sender unopened. The Partner is responsible for any damage or loss when returning products. Partners returning product are encouraged to insure their shipments. Goods damaged in transit, and therefore not marketable, will be rejected and refunds cannot be issued.

NOTE: Each RMA Number authorizes very specific items for return and only for that specific Partner or Customer. This system ensures prompt and accurate processing of return shipments. Partners may not return additional unauthorized items outside of the specific items authorized by that RMA Number. Any additional Items received by Coseva that were not preauthorized under the RMA Number as marked on the outside of the package will be returned to sender.

Customers - 30 DAY SATISFACTION GUARANTEE. A Customer may cancel any transaction at any time prior to midnight of the third business day after the transaction, as mandated by the Federal Trade Commission. However, our valued customers have greater rights under the Coseva 30 Day Satisfaction Guarantee. If, for any reason, a Coseva Customer is not satisfied with their Coseva product, he or she may return the item(s) to the Partner who it was purchased from within thirty (30) days of the original purchase for either a one-time exchange or a full refund by completing the following: return the unused portion, together with a written explanation of your dissatisfaction and, a proof of purchase. Certain packs or promotional items may be ineligible for any refunds. In such cases, defective product may be replaced or exchanged by the company at its sole discretion. A repurchase of the same Coseva product will establish that Customer's satisfaction with previous purchases of that product.

Customers who paid Coseva directly for their purchase should request their exchange or refund by calling Coseva Customer Service. Customers will follow the Coseva RMA Process to pre-authorize their return items. (See RMA Process). After authorizing the items for return, Customer Service will provide the Customer with their RMA Number; this number should be clearly marked on the outside of the package near the senders return address when the items are returned to Coseva. Coseva will issue the

product exchange or the monetary refund after receiving the authorized items from the Customer. The method of payment for any refund is based on the original method of payment.

Customers who paid their Coseva Enroller directly for their product purchase should request any needed refund or exchange from that Enroller. Each Enroller in this situation is responsible for exchanging product or refunding their Customers directly, and may later submit a claim to Coseva for their own reimbursement of funds or product. In this scenario, the Customer should also provide their Enroller with proof of refund/exchange. The Enroller should then contact Coseva to follow the RMA process to authorize the return of their Customer's product and other paperwork for their own reimbursement of funds or product. (See RMA Process).

Partners - 30 DAY SATISFACTION GUARANTEE. Coseva Product purchased by a Partner within the last 30 days may be exchanged for another product of equal or lesser value. Certain packs or promotional items may be ineligible for exchange as separate items. In such cases, defective product may be replaced or exchanged by Coseva at its sole discretion. Partners should always contact Coseva Customer Service to pre-authorize any returns.

Returning a Partners First Product Purchase (Initial Order). A Partner may request to return opened or unopened items from their first Product order (Initial Order) when purchased within the last 30 days. A Partner must contact Coseva Customer Service to pre-authorize their return through the Coseva RMA Process. (See RMA Process). Unauthorized package may be rejected by Coseva and returned to sender unopened. Certain packs or promotional items may be ineligible for any refunds. In such cases, defective product may be replaced or exchanged by Coseva at its sole discretion.

- **Exchanges** - A Partner's Initial product order is eligible for exchange of product of equal or lesser value when purchased within the last 30 days.
 - Coseva will issue a product exchange for product of equal or lesser value upon receipt of the authorized RMA items.
 - The cost of shipping the new exchange product back to the Partner is generally paid by Coseva.
- **Refunds** - A Partner's Initial product order may be eligible for refund for the original cost of product when purchased within the last 30 days. Certain packs or promotional items may be ineligible for any refunds.
 - Coseva will issue a monetary refund upon receipt of the authorized RMA items.
 - The method of payment for any refund is based on the original method of payment.
 - Shipping and Handling cost - the original cost of shipping and handling may not be eligible for refund.

Returning a Partners 2nd or any subsequent product purchases. Partners must always follow the 70% Rule when placing product orders. A Partner certifies with each new product order that he has sold or consumed at least 70% of all product purchased in prior orders. With this rule in mind, product purchased within 30 days and also falling within the 70% Rule may be eligible for exchange or refund. Partners must contact Coseva Customer Care for authorization prior to returning any product. Unauthorized returns will be returned to sender. (See RMA Process). Certain packs or promotional items may be ineligible for any refunds. In such cases, defective product may be replaced or exchanged by Coseva at its sole discretion.

- For a Partners 2nd and all subsequent orders, product that is opened, unsealed, altered or otherwise in non-resalable condition may requested for exchange when the request is made within 30 days of purchase and the purchase falls within the 70% Rule and other guidelines.
- Refunds cannot be made for products that are not in resalable condition for purchases made after a Partners Initial Order.
- Certain packs or promotional items may be ineligible for refunds.
- The original cost of shipping and handling may be ineligible for refund.
- Refunds for purchases made after a Partners Initial Order are subject to a 10% Restocking Fee. This fee is deducted from the final refund amount.
- The method of payment for any refund is based on the original method of payment.

Note: If Commissions were paid on the refunded products, Upline Partners may be debited for the commissions they received or the CV may be debited from the Global Commissionable Volume for the Monthly Volume Period of the return. Additionally, if the Partner requesting the refund qualified for and received any commissions with the returned order, those commissions are considered unearned, and may be deducted from the final refund amount.

14. **Refused Shipments.** A Partner should contact Coseva Customer Care if any shipment from any carrier is refused or rejected. Any refused or rejected shipments are returned to the location of a Coseva shipping partner where that shipment originated. If a shipment was rejected due to being damaged upon receipt, the Partner should contact Coseva Customer Care so that a replacement can be sent immediately and a claim can be filed with the carrier for goods damaged in transit. Unwanted shipments being refused by the recipient will follow the same Returned Product guidelines explained in this document, including restocking fees. It is the responsibility of the Partner to contact Coseva Customer Service when rejecting any shipment. Product Exchanges or monetary refunds for refused shipments may only be processed after a Coseva return authorization has been processed through Coseva Customer Service and after receiving and inspecting the refused shipment from our shipping partners. The original cost of shipping and handling for any refused shipment is non-refundable.
15. **Customer Receipts.** All Coseva Partners are required to provide their Customers with a Customer Sales Receipt for each transaction. The Partner should include their Partner Name, Partner ID#, contact information, the date of the sale and the details of each item purchased.
16. **Excuse for non-performance.** Coseva will not be responsible for delays and/or failures in performance where performance is rendered commercially impracticable due to circumstances beyond Coseva's reasonable control. This includes, but is not limited to, strikes, labor difficulties, riot, war, force majeure, death and/or curtailment of Coseva's usual source or suppliers; or any governmental decrees or orders, or other unforeseeable circumstances that impede Coseva's ability to conduct business in a reasonable fashion.
17. **Credit Card Disputes.** Any credit card disputes will be bound by this Contract. Before submitting a credit card, ACH or EFT charge back, Partners are required to contact Coseva Customer Service and attempt to resolve the issue. If the Partner fails to follow this policy, the chargeback will be deemed as fraud, and the Partner will be subject to disciplinary action up to, and including, termination of their Membership. Further, such chargeback will be prima facie breach of the Contract.

4. Section 4 - Marketing

1. **Advertising.** Coseva encourages Partners to promote Coseva product and the Coseva Business Opportunity pursuant to the appropriate guidelines issued by Coseva. These guidelines are required in order for Coseva to ensure compliance by Partners and Coseva with the myriad of laws that govern the advertising of Coseva product and the Coseva Business Opportunity. Failure to follow these guidelines can result in violations of local and national laws, which may result in damage to the reputation of Coseva, as well as restrictions upon Coseva, Partners, and Coseva product, that could trigger undesirable publicity and possible fines, penalties and/or legal actions.
 - 1.1. Partners may sell Coseva product to Customers at a price of their choosing, however, a Partner may not advertise on the Internet, eBay, brochures, flyers, storefronts or any other advertising medium any price lower than the Manufacturer's Suggested Retail Price (MSRP) or the retail price of any Coseva product. This policy explicitly includes amounts advertised for shipping, Membership fees and/or other services and fees. In no instance may any Partner advertise "Free Shipping", "Free Membership" or "Best Offer" for Internet selling pages. No shipping prices can be advertised, rather an icon that "calculates shipping", or the words "shipping not specified" must be displayed, rather than placing a given shipping value on a web page. Coseva reserves the right to review and require modification of any and all advertising as it relates to Coseva, its products, opportunity, trademarks and other intellectual property. Partners who fail to comply with this policy are subject to disciplinary action, up to, and including, suspension or termination of their Membership, and administrative costs and/or processing fees for additional documents generated.
2. **Promotional, using Coseva Logo and trademarks.** Coseva may allow a Partner to use certain Coseva names, logos, or trademarks provided such use is in accordance with the Contract. All Coseva literature, audiotapes, videotapes, Internet website material, and programs are copyrighted by Coseva and may be duplicated only by obtaining the prior written consent of Coseva.
3. **Proprietary Names and Intellectual Property Rights.** A Partner may not use Coseva's employee names, trademarks, service marks, trade dress or trade names, domain names, logos, Coseva media or public relations events or any distinctive phrases or

sounds used by Coseva to promote the Partner's business prior to receiving written permission from Coseva. To protect the proprietary rights of Coseva, a Partner may not obtain, through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to the names, domain names, trademarks, logos, or trade names of Coseva and its products. As Coseva changes or abandons any of its trade names or marks, a Partner agrees to also change or abandon such trade names or marks. Should a Partner possess or control any Coseva intellectual property rights, or come into possession or control of said marks or other property, the Partner agrees to assign such intellectual property rights without charge or delay to Coseva.

4. **Product Claims.** A Partner may not make medicinal and/or therapeutic claims for any Coseva product or specifically prescribe Coseva product as suitable for the treatment of any ailment. No representation or sales offers may be made relating to Coseva product that is not accurate or truthful as to grade, quality, performance, and availability. Appropriate product information is contained in authorized Coseva literature and is subject to periodic review and revision by Coseva. It is the Partner's responsibility to obtain and use only current literature and materials. All product representations made by a Partner must be the same as those found in current Coseva literature.
 - 4.1. Partners are prohibited from diagnosing any medical condition or prescribing or suggesting any Coseva product as a form of treatment for any disease or condition. Additionally, testimonials in literature and websites must not contain any reference to cures, healings, miraculous recoveries and/or the suggestion to cease taking any physician prescribed medications.
 - 4.2. Coseva products are designed to be an important dietary and overall part of an individual's daily healthy lifestyle. Coseva believes in embracing health, not fighting disease. If an interested person, customer or Partner is suffering from a medical condition, it is recommended that they speak with a medical professional prior to making any nutritional or dietary changes in their lives.
5. **Sale or Promotion of Non-Coseva Product, Opportunities, or Materials.** A Partner shall not sell, promote, or advertise non-Coseva product, opportunities, or materials that are competitive with Coseva product, opportunities or materials, on Internet sites that offer the Coseva opportunity or product, or at Coseva functions to Partners or Customers. Coseva functions include, but are not limited to conventions, meetings, seminars, teleconferences, webinars or similar events prepared by a Partner of Coseva for Partners, prospective Partners, or employees of Coseva. Sales and/or recruiting in violation of this provision may constitute unfair competition against Coseva and a breach of the Contract. Such violation is subject to disciplinary action, up to and including termination of the Membership and other legal actions.
6. **Income or Opportunity Claims.** No unreasonable or misleading claims or intentional misrepresentation of earnings or potential income may be made by a Partner. Income guarantees of any kind are prohibited by the Contract and by law, as is the exhibition of actual or copies of Commission checks or earnings statements. Income representations must be honest and based on fact. In addition, income representations must include disclaimers that earnings may vary depending on the degree of effort employed. No earnings are guaranteed, and a Partner is not guaranteed to reach a certain compensation level.
7. **Future Growth Claims.** A Partner shall not imply or assert that additional products or services will be added to the products and services currently offered by Coseva, or that enhancements to the Coseva Compensation Plan are forthcoming, or that specific territories or areas will be opened or added to the Coseva business operation unless or until the change or event has been officially announced in writing by Coseva.
8. **Governmental Claims.** A Partner shall not state, suggest, or imply that the Coseva Compensation Plan or its products or business opportunities are approved by any state attorney general, government authority or agency, or any other third party.
9. **Internet Use.** A Partner may use the Internet to promote the Coseva Business Opportunity by creating a personalized Website that clearly states the site belongs to the Partner. Such Websites and all other Websites used by a Partner are subject to review and approval by the Coseva Compliance Department.
 - 9.1. A Partner may not register or use any Coseva name(s), trademark(s), logo(s), or product name(s) in any URL address or domain name. Coseva reserves the right, at its discretion, to reject, refuse, and withdraw a URL or domain name. Further,

the website shall not contain any hyperlinks to websites of competitors or competitors' products. It must be a "stand alone" Coseva website.

- 9.2. A Partner's Website may display Coseva product information as long as the information and website are approved in advance by the Coseva Compliance Department and are compliant with this Contract. The product information shall not make prescriptive, disease, medicinal, or therapeutic claims. Any product information located on the Coseva Web Office is available for use or download by a Partner on their stand-alone Coseva Website.
- 9.3. Generally speaking, a Partner's website may contain certain personal and opportunity testimonials as well as motivational information, provided the material reflects the honest and balanced expression of the true experience of the provider; the material makes no reference to cures or healings, the material does not represent that all people will have the same experience; the material is accompanied by a disclaimer acceptable to Coseva, stating the comments displayed were for information purposes only, and have not been evaluated by the Food and Drug Administration and therefore are not intended to diagnose, treat, cure or prevent any disease; product testimonials shall not be displayed on a Partner's Website without prior approval by the Coseva Compliance Department. Please submit proposed testimonials to support@coseva.com.
- 9.4. A Partner's website may not contain claims that products or programs are for sale in any country other than the country in which the products or programs have been approved by Coseva. A Partner's website shall not infringe on any third-party trademarks or copyrights. The Partner agrees to indemnify and hold Coseva, its affiliates, and subsidiary organizations and their directors, officers, employees, and agents harmless against any action or claim for infringement on a third party's intellectual property rights arising from the website.
- 9.5. A Partner's website may offer Customers Coseva product, provided the Partner displays on the website his/her telephone number, fax number, E-mail address, and/or the Coseva telephone number, with instructions explaining how to purchase Coseva product. The website may use "shopping carts" provided any sales or the exchange of information is conducted by a secure 128 bit or stronger encryption system that safeguards Partner and Customer information. Such sites must also comply with various industry requirements and standards of practice, including, but not limited to PCI Standards. The shopping carts may offer only Coseva product and must include language giving the Partner the right to refuse a transaction for any reason.
- 9.6. Partners are encouraged to follow all Internet etiquette and to be responsible Internet citizens. A Partner may not use mass e-mailings (except to those on "opt-in" lists) or E-mail spamming to promote the Coseva opportunity or product. Partners are required to comply with the CAN-SPAM Act of 1993 and any other laws governing the electronic distribution of materials.
10. **Company Recordings.** A Partner may not, without the prior written approval of Coseva, produce for sale or distribution, in personal or business use, any audio, video, or other recording of Coseva sponsored events, speeches, employees or meetings. Neither may a Partner produce or make available to others any company recordings without the express written permission of Coseva.
11. **Media Inquiries.** In order to ensure accuracy and consistency of information, a Partner who receives any inquiry from the press or other media regarding any aspect of Coseva, its products, or the Coseva Business Opportunity should refer such inquiry to Coseva at 385-474-9001. .
12. **Telephone Book and Directory Listings.** All listings for telephone publications and/or other directory type services, should read as follows: "Coseva Independent Distributor" followed by the Partner's name, address, and telephone number. A Partner may not display advertisements in telephone directories using the Coseva name(s), logo(s), image(s), or product name(s), excluding such marks approved specifically for this purpose. A Partner listing a toll-free telephone number may not use any Coseva name(s), logo(s), or product name(s) for such listing. A Partner agrees to not use 900 numbers, surcharge numbers, or other similar toll numbers for the purpose of marketing either the Coseva Business Opportunity or Coseva product.
 - 12.1. Partner may not answer the telephone in any manner that would give callers a reason to believe they have reached the corporate office or any other Coseva company offices or company employee. Specifically, a Partner shall NOT answer the

telephone by saying “Coseva” but shall answer indicating his or her status as a Partner or Distributor of Coseva. Answering machines and voicemail, emails, faxes and all other forms of communication must also comply with this policy. Partners who fail to comply with this policy are subject to disciplinary action as determined by Coseva.

13. **Repackaging.** A Partner agrees to not alter, repackage, distribute unauthorized samples of, re-label or otherwise change, any Coseva product or sell any such product under any name or label not authorized by Coseva.
14. **Retail Stores Sales.** A retail store or Partner may not advertise the sale of Coseva product for any price less than the MSRP or retail price.
15. **Service Establishment Displays.** A Partner who owns, or is employed by, a service-related establishment may provide Coseva product and services to Coseva Customers through the service establishment, so long as the Partner provides proper support to the Customers. A “service-related establishment” is one that receives revenue primarily by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists, chiropractors, and other health professionals, health clubs, gymnasiums, barber shops, beauty shops, nail boutiques, spas, counseling services, tanning centers, and other such businesses where the Customer’s use of the establishment is generally controlled by membership or appointment. In such establishments, Coseva product or banners may not be displayed in the lobby or outside the office where such products and/or materials are visible to the general public.
16. **Fairs and Special Events.** To enhance the reputation and high caliber of Coseva products, a Partner agrees to not display or advertise Coseva product at swap meets, flea markets, garage sales, or any other similar events. Upon approval, a Partner may display Coseva product in a booth at state or county fairs, trade shows or exhibits, but may not display competing products or products from any other direct-selling company with Coseva product.

5. Section 5 – Earning Commissions

1. **Partner Compensation and Fees.** A Partner is compensated pursuant to the Coseva Compensation Plan (Coseva Compensation Plan). A Partner is wholly responsible for meeting the Partner’s qualification requirements for all Volume Periods, and any other program qualification requirements. Coseva has no obligation to guarantee or assure that a Partner meets any qualification requirement of the Coseva Compensation Plan.
2. **Earnings Guarantees.** A Partner is neither guaranteed a specific income nor assured any level of profit, success or Rank. A Partners’ Commissions, income, profit, Rank and success can come only through the successful sale, use, and consumption of Coseva product and the sales, use, and consumption of Coseva product by other Partners and Customers within the Partners’ Downline.
3. **Retail Profits.** In open markets, a Partner may purchase product at the Coseva Partner price and personally sell the product at a resale price chosen exclusively by the Partner and retain any difference as Retail Profit. This process is not managed through the Coseva Compensation Plan. A Partner may refer Customers to place their orders directly with Coseva; however, any Retail Customers referred to Coseva will pay the Retail Customer price for Coseva product and the Enroller will receive the difference between the Partner wholesale price and the Retail price. This Retail Profit is paid during the Commission process for each Weekly Volume Period. Retail Customers do not earn Commissions or participate in the Coseva Compensation Plan.
4. **Customer Identification.** Coseva may issue a Customer his or her own customer identification number, which will automatically associate their Coseva product purchases to their VIP Enroller for Commission purposes.
5. **Minimum Check Amounts, Fees.** In order to reduce banking fees, Coseva may not generate a Commission check or other payment method for any Commission amount less than twenty US Dollars (\$20.00). When a Partner is eligible for a Commission payment of less than twenty US Dollars (\$20.00), this amount will be credited to the Partner’s Coseva account and a Commission payment will be issued once the accumulated balance is ten dollars or more. This process is referred to as “Bonus CarryOver”.

6. **Account Service Fees.** Due to currency exchange requirements, computer processing costs and other Partner services, a country specific processing fee may be charged for each country in which the Partner receives Commissions. If a Partner is not issued a payment in the Coseva Compensation Plan for that period, the Partner will not be charged the processing fee(s) for that period.
7. **Payment of Commissions.** Coseva may pay Commission by check, direct deposit (ACH), debit card or any other generally acceptable payment method chosen by Coseva. For the monthly elements of the Coseva Compensation Plan, Coseva will pay commissions on or before the fifteenth of the month following the month in which the commissions are earned. A Partner will be responsible for completing any applicable documentation for a payment type and for any excess processing fees or charges incurred due to the payment method. Commission payments issued to joint applicants in a Coseva business will be issued in the name of the first applicant listed on the Coseva Membership Application.
 - 7.1. Without prejudice to Coseva's right of termination, the payment of a Partner's Commission may be suspended if the Partner is in breach of any term or condition of the Contract or under investigation for such breach. All Partners explicitly agree that acceptance of any and all Commission payment is absolute acceptance of the Contract and all of its terms without limitation.
8. **Debiting of Commission Payments.** A Partner agrees that Coseva may debit or place a hold on a Partner's Commission payment(s) for any amount the Partner owes Coseva including the overpayment of Commissions, checks with insufficient funds, credit card charge backs, unpaid order balances, account service fees, refund requests where commissions are considered unearned, unpaid fees for services performed and/or government/court imposed obligations.
9. **Replacement Payments.** Upon request, Coseva will issue a replacement Payment for a lost or stolen check that has not been cashed; however, if the check was not cashed due to the Partner's inadvertence, a service fee of the greater of five percent (5%) of the value of the payment, or twenty US Dollars (\$20.00) will be assessed. Except in the case of theft or fraud, replacement and stop payment requests will not be honored until ten (10) business days after the payment was issued. All costs incurred for stop payment orders and research efforts, shall be paid in advance, or at Coseva's discretion, charged against the Partner's account.
10. **Foreign Market Instability.** The ability to make payments to Partners residing in the United States as a result of the sale of Coseva product in countries outside the United States is dependent upon the receipt by Coseva of U.S. dollars in connection with such sales. Consequently, Coseva may restrict, delay, or modify payments to Upline Partners during such time as conditions in a foreign country limit or restrict the conversion or repatriation of money to Coseva.
11. **Special Service Fees.** Service fees may be charged for requested Placement changes, sales or transfers; these fees are charged regardless of the outcome of the request. In addition, should a Partner or any third party legally request or require services necessitating additional time and expense to research and resolve, Coseva will charge a fee of one hundred US Dollars (\$100.00) per hour plus costs, with a minimum of one hour assessed for each instance. All information generated from such efforts is and will remain the sole property of Coseva, and shall be treated as confidential and proprietary information, as defined by the Contract.

6. Section 6 - Resignation and Terminations

1. **Coseva Business Ethics.** Coseva honors all applicable federal, state, and local laws and regulations governing good business practices as well as the standards set by the Direct Selling Association (DSA). Partners must adhere to the same ethical business practices to be successful. A Partner agrees to comply with the Contract, all contractual obligations, and any applicable state and federal laws. Any breach or violation of the Contract may be deemed unethical and grounds for disciplinary action, including termination, to protect Coseva, its Partners and the integrity of the Coseva Business.
 - 1.1. Examples of unethical behavior include, but are not limited to:
 - 1.1.1. Cross-sponsoring;
 - 1.1.2. Downline or Crossline Raiding;
 - 1.1.3. Writing checks on insufficient funds to Coseva;
 - 1.1.4. Unauthorized use of another person's credit card;
 - 1.1.5. Credit card charge backs;

- 1.1.6. Misrepresenting the Coseva product or Coseva Compensation Plan;
 - 1.1.7. Engaging in any deceptive or unlawful trade practice or other illegal or unlawful activity;
 - 1.1.8. Creating or publishing advertising material without prior Company approval;
 - 1.1.9. Any unauthorized use of the Coseva names, trade names, domain names, patent information, trademarks, or logos;
 - 1.1.10. Manipulating the Coseva Compensation Plan;
 - 1.1.11. Defaming, making libelous statements or impugning Coseva, its products, services, staff, executives, vendors, or other Partners.
 - 1.1.12. Failing to support downline Partners.
2. **Unfair Competition and “Cross-Sponsoring”.** A Partner may not Enroll, solicit or attempt to Enroll or solicit any other Partner into any other network marketing or direct selling company, with the exception of those individuals the Partner has personally Enrolled, and who are positioned on the Partner’s Frontline exclusively in the Enroller Tree. Further, a Partner may not solicit the participation of any other Partner, not on the Partner’s Frontline, to purchase any non-Coseva product that is competitive with Coseva product or opportunities, or to participate in any other direct sales, network marketing, or multi-level marketing company or opportunity through direct solicitation by telephone, internet, mail, in person, or any other means of communication. The foregoing prohibited activities constitute unfair competition with Coseva and are also known as “Cross-Sponsoring.” Cross-Sponsoring damages other Partners’ businesses and may be grounds for termination and/or other disciplinary action.
3. **Voluntary Resignation.** A Partner may, at any time, voluntarily resign as a Partner. A Partner who resigns loses all rights and all beneficial interests in the resigned Coseva Business and to any Downline Partners. A Partner who voluntarily resigns may not reapply for a new Coseva Business or apply to hold a beneficial interest in an existing Coseva Business until six (6) months after Coseva has finalized the termination. A Partner may resign voluntarily by submitting to Coseva a resignation letter signed by all Partners in the Coseva Business and listing the Partner name(s) and ID Number(s) and returning or destroying (including a notarized statement that they personally performed or witnessed such destruction) all Coseva Lists, or other proprietary information in the Partner’s possession or control. Any terminating Partner is responsible for returning or destroying all Coseva Lists in the Partner’s possession or control.
4. **Disciplinary Process.** Failure to abide by the Contract may lead to appropriate disciplinary action. After a disciplinary action is complete, Coseva, at its discretion, may announce details of such disciplinary action publicly. Policy violations that do not lead to immediate termination may be dealt with as detailed below. The disciplinary process may involve any one step, some, or all of these steps:
- 4.1. **Informal warning.** The Partner may be notified verbally or in writing that the Partner is in violation of the Contract.
 - 4.2. **Formal warning.** A formal written warning may be sent to the offending Partner explaining the violation, required corrective action and stating that failure to remedy the stated violation may result in further disciplinary action.
 - 4.3. **Probation.** A Partner may be placed on probation for violating the Contract. The length and conditions of the probation may vary, depending upon the circumstances, but may include the denial of access to Downline organizations, Lists, the WebOffice, any Coseva websites or other restrictions. A Partner placed on probation may appeal the probation using the same procedures for appealing a suspension.
 - 4.4. **Suspension.** Suspension is the temporary withdrawal of a Partner’s license to act as a Partner. A Partner and their Coseva Business may be suspended for serious violations or breaches of the Contract, and a suspension may last for a period of days or months, depending on each circumstance. Partners may also be suspended during investigation of potential violations or breaches of the contract. In the event of a suspension, a suspension letter will be sent to the Partner. This notice will list actions the Partner must take in order for Coseva to revoke the suspension, or the issues being investigated. These actions may include the immediate cessation of all violations; the submission of a written statement to Coseva responding to the suspension; and such other action as may be necessary or requested by Coseva.
 - 4.4.1. A Partner who fails to respond to a suspension letter may be terminated.
 - 4.4.2. A Partner may appeal a suspension in writing within the time period outlined in the suspension letter.
 - 4.4.3. Suspended Partners are not eligible to receive compensation, earned or otherwise, from Coseva or participate in any Coseva functions or programs.
 - 4.4.4. Coseva reserves the right to withhold compensation until the disciplinary process has been completed to Coseva’s satisfaction.
 - 4.4.5. Because suspended Partners may not place product orders, they will not Qualify in the Coseva Compensation Plan during their term of suspension. Coseva may, at its absolute discretion, qualify a Coseva Partner during the

suspension and retain all the earned Commissions to offset Partner-caused damages to Coseva. Additional administrative processing fees may also be assessed.

- 4.5. **Termination.** When a decision is made to protect Coseva and other Partners and/or Customers by terminating a Partner for cause, Coseva will send notification by mail to the terminated Partner at the most recent address on file. Upon receipt of notice from Coseva, the Partner shall immediately cease all Partner activities and return all Lists to Coseva. Notice will be deemed received upon delivery, but no later than ten (10) days after mailing.
5. **Disciplinary Termination.** A Partner may be terminated at any time by Coseva for cause. A Partner agrees that Coseva has the right to take quick and decisive action in limiting or terminating a Partner that is found in violation of the Contract or any state or federal laws, statutes, and/or regulations that pertain to the Coseva Business. Coseva also reserves the right to pursue reasonable legal recourse for any such violations, as well as reimbursement from the Partner for any expenses arising from the violation, including court costs and attorneys' fees. Any Partner who is terminated under this clause must perform the acts described in the Contract regarding the surrender or destruction of any and all Lists and/or other intellectual property owned by Coseva; additionally, terminated Partners are reminded that the terms of confidentiality in this Contract survive a Partner's termination.
6. **Appeal of Termination.** A Partner who has been terminated involuntarily may appeal the termination by submitting a written explanation, including any extenuating or mitigating circumstances. The Partner must submit the written appeal within the time period specified in the termination letter, but no later than ten (10) calendar days of receipt of notice of the termination. Coseva will review any timely appeal and notify the Partner of its decision. If the appeal is not received within the specified time period, the termination will be final.
7. **Finalized Termination.** Whether a Partner of a Coseva Business is terminated through voluntary resignation or through involuntary termination by Coseva, that Partner's licenses, rights, and privileges are revoked and the Partner is no longer entitled to sell Coseva product, to sponsor other prospective Partners, or represent himself/herself as an independent contractor or Partner of Coseva, or to receive Commission payments. Any Bonus CarryOver amounts on a terminated account may be converted to account credits at the time of termination. In addition, a terminated Partner loses all rights to the existing Downline and is no longer entitled to receive Commissions, awards, or any compensation or recognition whatsoever, already earned or otherwise, from Coseva, nor is the Partner entitled to any other claim for indemnification with regard to the loss of his or her customer base or any investments made. A terminated Partner also forfeits any rights to Lists. A terminated Partner must immediately return all existing Lists to Coseva including all other documents and materials made available to him or her. Involuntarily terminated Coseva Membership positions are the exclusive property of Coseva and may remain in the current Coseva Downline position to be disposed of in a manner that reflects consideration and serves the best interests of Coseva, as well as the interests of the Upline and Downline Partners of the terminated Coseva Business. A Partner who has been terminated for cause may not reapply for a Coseva Business for one year following the date of termination.

7. Section 7 - General Terms and Conditions

1. **Partner Consent.** A Partner hereby consents to Coseva's use of the Partner's image including, but not limited to: the Partner's name, professional name(s), photographs, testimonials, likeness, title, positions, voice(s), biography, and any film footage, videotapes, audiotapes, recordings, articles, and interviews of the Partner, in any form and medium whatsoever, when created in connection with any Coseva product or opportunity, any events, promotions, and/or conventions to advertise, promote, and publicize Coseva product or the Coseva Business Opportunity. A Partner may withdraw such consent by notifying Coseva in writing and providing at least six (6) months advance notice before such withdrawal takes effect.
 - 1.1. In addition, a Partner agrees that Coseva may contact the Partner by the provided telephone number, fax number, or E-mail address concerning his or her Coseva Business and Partner status during the term of this Contract. Partners also acknowledge that they agree to accept electronic copies (fax, scans, reprints or other formats) as being the same as the original documents, and that documents, requests, and authorizations submitted electronically on behalf of the Partner are explicitly deemed to have the same force in law as their manual signature. Partners also consent to having various earnings reclaimed by the company from a Partner's future earnings including, but not limited to: RMAs, fraud, credit card charge-backs, NSF check returns, Commissions paid erroneously, and/or disciplinary actions.

2. **Policy Enforcement** Coseva endeavors to enforce the Contract on a uniform and nondiscriminatory basis. However, the failure of Coseva to enforce any of the provisions of the Contract with one Partner does not waive the right of Coseva to enforce any such provision(s) with that same Partner or any other Partner.
3. **Partner Lists** Coseva desires to protect its Partners and Coseva from inappropriate and unfair competition. Lists of Partners and any Customers, activity reports, Downline organizations, and other information regarding Partners (hereinafter "Lists"), whether partial or complete, provided by or originating from Coseva or any Partner or Vendor may not be reproduced in any way or in any part by a Partner. The Lists are the confidential and proprietary property of Coseva. Coseva has derived, compiled, configured, and currently maintains Lists through the expenditure of significant time, computer programming and monetary resources. Lists, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of Coseva, which Partners agree to hold confidential. Lists shall not be disclosed by Partners to any third party or used for any purpose other than in the performance of their obligations under the Contract and for the benefit of Coseva and the Partner's Coseva Business. Lists are provided for the exclusive and limited use of the Partners to facilitate the training, support, and service of the Partner's Downline to further the Partner's Coseva Business.
 - 3.1. To access Coseva information, materials or Lists online or through other electronic or physical means, a Partner agrees to comply with all requirements designated for such access. Each Partner agrees that the use of Lists within the intended scope constitutes a separate, exclusive license agreement between the Partner and Coseva. Lists remain, at all times, the exclusive property of Coseva and must be returned to Coseva immediately upon request. A Partner who receives a List agrees to limit the use of said List to exclusively advance a Partner's Coseva Business; and to hold confidential and not disclose any List or portion thereof to any third party, including, but not limited to, other Partners, competitors, and the general public.
 - 3.2. Any unauthorized use or disclosure of Lists constitutes misuse, misappropriation, and a violation of the Contract and is acknowledged to cause irreparable harm to Coseva. Partners agree that upon any violation of this paragraph, the Partner will stipulate to injunctive relief, enjoining such use under applicable national, state or local law, and retrieve and return to Coseva all existing Lists previously provided to the Partner, and that intended or unintended misuse of a List may be cause for termination of a Partner's Coseva Business, whether or not such misuse causes irreparable harm to Coseva or one of its Partners.
 - 3.3. In addition, a Partner agrees that the obligations under this section shall survive the termination of the Contract and that Coseva reserves the right to pursue all appropriate remedies under applicable national, state or local laws to protect its rights to the Lists as proprietary and trade secrets of Coseva. Any failure to pursue such remedies will not constitute a waiver of those rights. A Partner agrees that, but for this agreement of confidentiality and non-disclosure, Coseva would not provide the Lists to the Partner. Coseva reserves the right to restrict the nature and scope of such information at its sole discretion, including the number of levels a given Partner may have access to, as well as the type and amount of information made available at any level.
4. **Gifts to Employees.** Coseva employees are dedicated professionals committed to the success of Partners. Coseva employees endeavor to treat all Partners with respect and fairness; consequently, Coseva employees may not accept any cash gifts from a Partner. Coseva employees appreciate the kindness of Partners and may accept small tokens or gifts of appreciation valued at fifty (\$50.00) USD or less, upon notifying and receiving approval from their department supervisor.
5. **Coseva Employees.** Coseva employees are responsible to support and assist Partners, to avoid conflicts of interest, and to further a Partner's respect of the confidentiality and neutrality of all Coseva employees. A Partner shall not solicit Coseva employees or members of the employee's household to become Partners or otherwise grant an employee any beneficial interest in any Partner's Coseva Business. To ensure the integrity of the Coseva Business Opportunity, during the term of their employment and according to contract, no Coseva corporate officer, director, employee, product supplier, agent, representative, or consultant is allowed to become a Partner, have a beneficial interest in any Coseva Business or build a Downline within Coseva or any other network marketing or direct selling company without the express written consent of the President of Coseva.
6. **Vendor Confidentiality.** Coseva's relationships with its vendors and suppliers are confidential and exclude Coseva Partners. Consequently, a Partner shall not contact or communicate, directly or indirectly, in any way with any Coseva vendor or supplier,

except at specific Coseva events the vendor or supplier may attend at Coseva request. Violation of this clause is grounds for termination.

7. **Non-Circumvention.** A Partner warrants that by entering into this Contract, the Partner does not violate any other agreements the Partner has entered into with a third party, and further, that the Partner has not entered into any agreement or contract that may invoke a non-competition restriction by any employer or direct selling company that will restrict or prevent the Partner from performing the Partner's duties hereunder, and that the Partner has no existing contractual or fiduciary duties that would prevent the Partner from receiving the benefits of, and performing the duties of, this Contract.
8. **Amendment/Acceptance.** Coseva may amend the Contract, which encompasses the Partner Application with its Terms and Conditions, the Policies & Procedures and the Coseva Compensation Plan, at any time, at its discretion, and such changes shall be effective and binding seven (7) days after appearance on the Coseva corporate website or in an official Coseva publication, or upon acceptance of any Commission payment or placing of any product order. A Partner's continuation of a Coseva Business and/or acceptance of any earnings pursuant to the Coseva Compensation Plan or acceptance of any other benefits under the Contract constitutes acceptance of the Contract in its entirety along with any and all amendments thereto.
9. **Limitation of Liability.** Regardless of the form of claim, whether in tort, contract, or other, Coseva and its officers, employees, and agents shall not be liable for any consequential, incidental, special, or punitive damages, including lost profits, for any claims by a Partner. No legal action may be brought by either party to the Contract more than one (1) year after the event giving rise to the cause of action has occurred.
10. **Arbitration.** Governing Law and Jurisdiction. This Contract shall be governed by the law of the State of Utah, as that law applies to contracts made and performed wholly within the State of Utah. Coseva and the Partner who enter into this Contract irrevocably consent to settle any suit, action or proceeding arising out of, or relating to, the Contract by binding arbitration in the State of Utah using the rules of the American Arbitration Association under the jurisdiction of the courts of the State of Utah and of any federal courts in the State of Utah. Each party having a concern shall first give notice of the offense and allow at least thirty (30) days for the other party to cure. In the event of dispute, the prevailing party shall be reimbursed attorneys' fees and reasonable travel and accommodation expenses by the other party.
11. **Severability.** In the event that any section or subsection of the Contract shall be found invalid or unenforceable, it shall be deemed to be removed from this Contract, and shall have no impact upon the validity or enforceability of any other section.

8. Section 8 - Terms and Definitions

Commissionable Volume (CV)	A point value attributed to the sales of product. Commission calculations are based on the CV accumulated by Partners and Customers during a Volume Period.
Compensation Plan	Coseva Compensation Plan. The means by which Partners may qualify for and receive bonuses and commissions generated from the successful sale and use of Coseva products. See Appendix B for details.
Contract	The documents describing the specific relationship between a Partner and Coseva, including the Partner Agreement, the Coseva Compensation Plan, the Policies and Procedures, any addendums, amendments and any other written agreements between a Partner and Coseva. These documents are incorporated herein by reference.
Customer	An end consumer eligible to purchase Coseva product, may not hold a downline, may not earn commissions.
Downline	Partners and Customers structured below any Partner in the genealogically structured network of Partners and Customers. This term may be used when specifically referring to either the Enroller or Placement Tree, such as Enroller Downline or Placement Downline. May also be used generically which encompasses both tree structures.
Enroll	The act of a Partner directly recruiting a new Partner or Customer into his or her Coseva organization.
Enroller	The Partner who introduced a new Partner or Customer to Coseva and is listed as Enroller for the new recruit in the Coseva system. A Partner or Customer's direct upline in the Enroller Tree is known as their Enroller and may be eligible for incentives and benefits in the Coseva Compensation Plan.
Enroller Tree	The genealogically structured network of Partners and Customers created thru Enrollment. The structural organization beginning with each Frontline Partner or Customer Node as being personally Enrolled by a Partner and including all Partners and their Customers who are Enrolled under the Frontline Partner Nodes, and so on.
Frontline Node	The first Node positioned immediately below a Partner in either tree. A position in tree structure.
Product	Any goods having Volume assigned to it and offered by Coseva. Sales tools and promotional materials are not commissionable and therefore are not referred to as Product.
Qualifying Personal Volume (QPV)	A personal qualification requirement for most elements of the Coseva Compensation Plan. The sum of QV from all funded purchases made directly on the Partner's own distributorship during a specific Volume Period.
Qualifying Volume (QV)	The point value associated with each individual product purchase for the purpose of determining qualifications in the Coseva Compensation Plan.
Rank	A qualification level in Coseva Compensation Plan. This qualification level determines how a Partner may be paid in certain elements of the Coseva Compensation Plan. Partners must meet certain criteria by the close of each Monthly Volume Period to achieve any Rank in the Plan.
Suggested Retail Price	The pricing suggested by Coseva for use when Partners are selling Coseva product to Customers. Suggested Retail Prices are available on the Coseva corporate website.
Partner	Coseva Business Owner, Distributor status.
Partner Agreement	The agreement submitted by an Applicant to become a Partner. In signing or clicking thru the Partner Agreement, an Applicant certifies that he or she has read and will abide by the terms and conditions of the Contract.
Partner Business	Activities as determined by Coseva to be a promotion of Coseva business opportunity and products. Some of these activities include: signing a Partner Agreement; enrolling new Partners and/or Customers; advertising and selling product; hosting, conducting, or speaking at meetings, conference calls or events; purchasing Coseva product at wholesale prices; participating in the Coseva Compensation Plan, receiving Coseva literature and other Coseva communications, participation in Coseva training, motivational and/or recognition events.
Placement Tree	The genealogically structured network of Partners and Customers created thru Placement. The structural organization beginning with each of the frontline Nodes positioned ("placed") frontline to a Partner and includes all Partners and their Customers who are enrolled and/or placed under the frontline Partner Nodes.
Upline	A Partner positioned above any Partner or Customer in the genealogically structured network of Partners and Customers. May be used specifically when referring to Enroller or Placement Tree structure, such as Enroller Upline or Placement Upline. May also be used generically which encompasses both tree structures.
Volume	The point values attributed to the sales of product. More specifically, Qualifying Volume (QV) and Commissionable Volume (CV) are generated when Partners or their Customers purchase Coseva products.
Volume Period, Monthly	The period of time beginning 12:00 am Mountain Time on the 1 st calendar day of each month continuing thru to 23:59 Mountain Time on the last calendar day of each month. Certain elements and requirements of the Coseva Compensation Plan are based on Monthly Volume Periods.

Volume Period, Weekly	Period of time beginning 12:00 am Mountain Time on Tuesday continuing thru to 23:59 Mountain Time on Monday with certain adjustments being made to keep these periods within a Monthly Volume Period. Certain elements and requirements of the Coseva Compensation Plan are based on Weekly Volume Periods.
Wholesale Price	The pricing for Partners when purchasing directly from Coseva.