

CelVitali International Policies and Procedures

SECTION 1 - CODE OF ETHICS

CelVitali International has made a commitment to provide the finest direct sales experience backed by impeccable service to its Affiliates. In turn, the company expects CelVitali International Affiliates to reflect that image in their relationships with Customers and fellow Affiliates.

As a CelVitali International Affiliate you are expected to operate your business according to the highest standards of integrity and fair practice in your role as a CelVitali International Affiliate. Failure to comply with the Code of Ethics can result in your termination as a CelVitali International Affiliate. The Code of Ethics, therefore, states:

As an Independent Affiliate:

- ◆ I will conduct my business in an honest, ethical manner at all times.
- ◆ I will make no representations about the benefits Affiliated with CelVitali International other than those contained in officially-approved corporate literature and videos.
- ◆ I will provide support and encouragement to my customers to ensure that their experience with CelVitali International is a successful one.
- ◆ I will motivate and actively work with Affiliates of my downline organization to help them build their CelVitali International business. I understand that that this support is critical to each Affiliate's success with CelVitali International.
- ◆ I will refrain from exaggerating my personal income or the income potential in general and will stress to Affiliate candidates the level of effort and commitment required to succeed in the business.
- ◆ I will not abuse the goodwill of my association with CelVitali International to further or promote other business interests (particularly those which may be competitive to CelVitali International) without the prior written consent of CelVitali International.
- ◆ I will not make disparaging remarks about other products, services, Affiliates, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow CelVitali International Affiliates.
- ◆ I will abide by all of the Policies and Procedures of CelVitali International as included herein, or as may be amended from time to time.
- ◆ I will not make any payment(s) or promise to pay any prospective or existing Affiliate in return for such Affiliate's enrollment, continued enrollment, or team building or recruiting activities with CelVitali International.

SECTION 2 - INTRODUCTION

2.1 - Policies and Compensation Plan Incorporated into Affiliate Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of CelVitali International, are incorporated into, and form an integral part of, the CelVitali International Affiliate Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the CelVitali International Affiliate Application and Agreement Form, these Policies and Procedures and the CelVitali International Compensation Plan. These documents are incorporated by reference into the CelVitali International Affiliate Agreement (all in their current form and as amended by CelVitali International).

2.2 - Purpose of Policies

CelVitali International is a direct sales company that markets products through Independent Affiliates. It is important to understand that your success and the success of your fellow Affiliates depends on the integrity of those who market our services. To clearly define the relationship that exists between Affiliates and CelVitali International, and to explicitly set a standard for acceptable business conduct, CelVitali International has established the Agreement. CelVitali International Affiliates are required to comply with all of the provisions set forth in the Agreement, which CelVitali International may amend at its sole discretion from time to time, as well as with all federal, state and local laws governing their CelVitali International business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the CelVitali International corporate office.

2.3 - Changes to the Agreement

Because laws and the business environment periodically change, CelVitali International reserves the right to amend the Agreement, compensation plan and its prices at its sole and absolute discretion. By signing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that CelVitali International elects to make. Amendments shall be effective 30 days after publication of notice of amendments in official CelVitali International materials. The Company shall provide or make available to all Affiliates a complete copy of the amended provisions by one or more of the following methods: (a) posting on the Company’s official website; (b) electronic mail (email); (c) inclusion in Company periodicals; (d) inclusion with commissions or bonus checks; or (e) special mailings. The continuation of an Affiliate’s CelVitali International business or an Affiliate’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

2.4 - Delays

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

2.5 - Policies and Provisions Severable

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

2.6 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of CelVitali International to exercise any right or power under the Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of CelVitali International's right to demand exact compliance with the Agreement. Waiver by CelVitali International can be affected only in writing by an authorized officer of the Company. CelVitali International's waiver of any particular breach by an Affiliate shall not affect or impair CelVitali International's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Affiliate. Nor shall any delay or omission by CelVitali International to exercise any right arising from a breach affect or impair CelVitali International's rights as to that or any subsequent breach. The existence of any claim or cause of action of an Affiliate against CelVitali International shall not constitute a defense to CelVitali International's enforcement of any term or provision of the Agreement.

SECTION 3 - BECOMING AN AFFILIATE

3.1 - Requirements to Become an Affiliate

To become a CelVitali International Affiliate, each applicant must:

- 3.1.1 - Be at least 18 years of age;
- 3.1.2 - Reside in the 50 United States or US Territories officially opened by the Company;
- 3.1.3 - Have a valid Social Security or Tax ID number;
- 3.1.4 - Submit an accepted CelVitali International Affiliate Application and Agreement.

The Company reserves the right to reject any applications for a new Affiliate or applications for renewal.

3.2 - Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by CelVitali International, the following benefits are available to the new Affiliate.

3.2.1 – Affiliates that enroll in CelVitali International are allowed to:

- Sell CelVitali International products to retail customers and receive profit from these sales
- Receive periodic CelVitali International literature and other CelVitali International communications
- Build a network of Independent Affiliates and participate in the CelVitali International Compensation Plan

SECTION 4 - OPERATING A CELVITALI INTERNATIONAL BUSINESS

4.1 - Adherence to the CelVitali International Compensation Plan

Affiliates must adhere to the terms of the CelVitali International Compensation Plan as set forth in official CelVitali International literature.

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

4.2 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes:

- (a) the enrollment of individuals without their knowledge and agreement and/or without execution of a Affiliate Application;
- (b) the fraudulent enrollment of an individual as an Affiliate or merchant;
- (c) the enrollment or attempted enrollment of non-existent individuals as Affiliates or merchants;
- (d) the use of a credit card by or on behalf of an Affiliate or merchant when the Affiliate or customer is not the account holder of such credit card;
- (e) purchasing CelVitali International products on behalf of another Affiliate, or under another Affiliate's ID number, to qualify for commissions or bonuses.

4.3 - Business Entities

A Partnership, LLC or Corporation may hold an Affiliate business upon completion of the Affiliate Application form, and providing on that form in the appropriate space, a Federal tax ID number. An individual may participate in multiple business centers, however, all must be under the same business name. The person signing the application on behalf of a business entity must have the authority of said entity for entering into the transaction. In addition, by signing for as a business entity, you certify that no person with an interest of debt or equity in the business has had an interest in an Affiliate business in CelVitali International within six (6) months of the date of signature.

4.4 - Changes to a CelVitali International Business

4.4.1 - General

Each Affiliate must immediately notify CelVitali International of all changes to the information contained in his or her Affiliate Application and Agreement. Affiliates may modify their existing Affiliate Agreement Form by submitting a written request and appropriate supporting documentation.

4.4.2 - Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Affiliates, CelVitali International does not allow changes in sponsorship for active Affiliates. Maintaining the integrity of sponsorship is critical for the success of every Affiliate and marketing organization. Accordingly, the transfer of a CelVitali International business from one sponsor to another is not permitted.

Exception - A request for a change in sponsor, due to CelVitali International error, will be accepted within 45 days of completion of the application.

4.4.3 - Cancellation and Re-application

An Affiliate may legitimately change organizations by:

a) Voluntarily cancelling his or her CelVitali International Agreement and remaining inactive (i.e., no purchases of CelVitali International products for resale; no sales of CelVitali International products; no sponsoring; and no attendance at any CelVitali International functions, participation in any other form of Affiliate activity, or operation of any other CelVitali International business) for 6 full calendar months.

Following the 6 calendar month period of inactivity, the former Affiliate may reapply under a new sponsor. However the former Affiliate will permanently lose any and all right to their former Affiliate downline organization.

4.5 - Unauthorized Claims and Actions

4.5.1 - Indemnification

An Affiliate is fully responsible for all of his or her verbal and written statements made regarding CelVitali International products, services, and the Compensation Plan that are not expressly contained in official CelVitali International materials. Affiliates agree to indemnify

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

4.5.2 - Income Claims

In their enthusiasm to enroll prospective Affiliates, some Affiliates are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Affiliates may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved.

Moreover, the Federal Trade Commission and all states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Affiliates may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact CelVitali International as well as the Affiliate making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Affiliates do not have the data necessary to comply with the legal requirements for making income claims, an Affiliate may NOT make income projections, income claims or disclose his or her CelVitali International income (including the showing of checks, copies of checks, bank statements or tax records).

4.6 - Conduct at CelVitali International Events

4.6.1 - No Selling or Recruiting at CelVitali International Events

Selling and recruiting at CelVitali International events is not permitted. These activities take away from the primary focus of the event, and can negatively reflect on the professional image of CelVitali International as a company. You may, however, offer a business card and/or catalog.

4.6.2 - No Selling or Recruiting for other Companies at CelVitali International Events

CelVitali International Affiliates shall not sell any products or recruit for any business during CelVitali International events. This restriction most specifically applies to sales and recruitment efforts for any other direct sales or marketing program, regardless of the product category, including those that do not compete with CelVitali International's product line.

4.7 - Conflicts of Interest

4.7.1 - Non-compete Policy

CelVitali International Affiliates are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"), with the exception of those products in the same generic category as a CelVitali International product that is deemed to be competing. Affiliates may not display CelVitali International products with any other products or services in a fashion that might in any way confuse or mislead a prospective customer, merchant or Affiliate into believing there is a relationship between the CelVitali International and non-CelVitali International products or services.

4.7.2 – Non-solicitation

During the term of this Agreement, Affiliates may not recruit other CelVitali International Affiliates or Merchants or customers for any other network marketing business. Following the cancellation of this Agreement, and for a period of one year thereafter, a former Affiliate may not recruit any CelVitali International Affiliate or customer for another network marketing business, with the exception of an Affiliate who is personally sponsored by the former Affiliate. The Affiliates and Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, the Affiliates and Company agree that this non-solicitation provision shall apply to all markets in which CelVitali International conducts business.

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

4.7.3- Downline Activity (Genealogy) Reports

Downline Activity Reports made available for Affiliate access and viewing at CelVitali International’s official website, are considered confidential. Affiliate access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to CelVitali International. Downline Activity Reports are provided to Affiliates in the strictest of confidence and are made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective Downline Organizations in the development of their CelVitali International business. Affiliates should use their Downline Activity Reports to assist, motivate and train their Downline Affiliates. The Affiliate and CelVitali International agree that, but for this agreement of confidentiality and nondisclosure, CelVitali International would not provide Downline Activity Reports to the Affiliate. An Affiliate shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- Use the information to compete with CelVitali International or for any purpose other than promoting his or her CelVitali International business;
- Recruit or solicit any Affiliate or Customer of CelVitali International listed on any report or in any manner attempt to influence or induce any Affiliate or customer of CelVitali International to alter their business relationship with CelVitali International;
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report.

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

4.8 - Cross-Sponsoring

Actual or attempted cross-sponsoring is strictly prohibited. "Cross-sponsoring" is defined as the enrollment of an individual or entity that already has a current Customer, Merchant or Affiliate Agreement on file with CelVitali International, or who has had such an agreement within the preceding 6 calendar months, within a different line of sponsorship. The use of a spouse or relative's name, trade names, assumed names or fictitious ID numbers to circumvent this policy is prohibited. Affiliates shall not demean, discredit or defame other CelVitali International Affiliates in an attempt to entice another Affiliate to become part of the first Affiliate's marketing organization. If a prohibited organization transfer occurs, CelVitali International shall take disciplinary action against the Affiliate(s) who engaged, acquiesced and/or knowingly participated in the improper cross-sponsoring. However, it shall be entirely within CelVitali International's discretion where in the genealogical structure, the cross-sponsored organization in question shall be placed or otherwise distributed.

Because equities often exist in favor of both upline organizations, AFFILIATES WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OR PLACEMENT OF THE CROSSSPONSORED ORGANIZATION.

4.9 - Errors or Questions

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Affiliate must notify the Affiliate Care Department at CelVitali International's headquarters in Irvine, California in writing, within 15 days of the date of the purported error or incident in question. CelVitali International will not be responsible for any errors, omissions or problems not reported to the Company within 15 days.

4.10 – Sales Aids Optional

Affiliates are not required to carry sales aids. Affiliates who do so must make his or her own decision with regard to these matters. To ensure that Affiliates are not encumbered with Company Sales Aids, such Sales Aids may be returned to CelVitali International upon the Affiliate's cancellation pursuant to the terms of Section 8.1.

4.11 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling program. Therefore, Affiliates shall not represent or imply that CelVitali International or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.12 - Holding Applications or Enrollments

Affiliates must not manipulate enrollments of new applicants or Merchant enrollments. All Affiliate Applications and Agreements and Service orders must be sent within 72 hours from the time they are signed by an Affiliate or placed by a merchant.

4.13 - Identification

All Affiliates are required to provide their Social Security Number or Federal Tax Identification Number to CelVitali International on the Affiliate Application and Agreement.

Upon enrollment, the Company will provide a unique Affiliate Identification Number to the Affiliate by which he or she will be identified. This number will be used to place orders and track commissions and bonuses.

4.14 - Income Taxes

Each Affiliate is responsible for paying local, state and federal taxes on any income generated as an Affiliate. If a CelVitali International business is tax exempt, the Federal Tax Identification Number must be provided to CelVitali International. Every year, CelVitali International will provide IRS Form 1099 (non-employee compensation) earnings statement to each U.S. resident who (a) had earnings of over \$600 in the previous calendar year or (b) made purchases during the previous calendar year in excess of \$5,000 wholesale. CelVitali International cannot accept a tax-exempt certificate from an Affiliate who resides in a state where tax exempt status is not granted for Direct Sales businesses. Affiliates are encouraged to check with their state government before sending a form to CelVitali International.

4.15 - Independent Contractor Status

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

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

Affiliate's Name

Independent CelVitali International Affiliate

All Affiliates may list themselves as an “Independent CelVitali International Affiliate” in the residential telephone directory (“white pages”) under their own name. Affiliates may not place telephone directory display ads in the classified directory (“Yellow Pages”) using CelVitali International’s name or logo.

Affiliates may not answer the telephone by saying “CelVitali International,” “CelVitali International Processing,” or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of CelVitali International.

Advertising is not limited to print media; it also includes internet advertising and other forms of advertising. It is prohibited for an Affiliate to use an internet or email address that utilizes the trade name CelVitali International, or includes CelVitali International in a portion of the address. It is also prohibited for an Affiliate to use any website materials on a website that references or relates to CelVitali International that is not authorized in writing by CelVitali International. It is also prohibited for an Affiliate to place links to unauthorized websites or webpages onto a website or webpage that has been authorized by CelVitali International.

4.16 - Insurance

4.16.1 - Business Pursuits Coverage

You may wish to arrange insurance coverage for your business. Your homeowner’s insurance policy may not cover business related injuries or the theft of or damage to your business. Contact your insurance agent to make sure that your business property is protected.

4.17 - International Marketing

Because of critical legal and tax considerations, CelVitali International must limit the marketing and enrollment of CelVitali International services and the presentation of the CelVitali International business to prospective customers, Merchants and Affiliates located within the 50 United States of America and any other jurisdiction officially opened by CelVitali International. Affiliates are only authorized to do business in the countries in which CelVitali International has announced are open for business in official Company literature.

4.18 - Laws and Ordinances

Affiliates shall comply with all federal, state and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him or her, the Affiliate shall comply with the law.

4.19 - Minors

Affiliates shall not enroll or recruit individuals under the age of 18 into the CelVitali International program.

4.20 - Actions of Household Members or Affiliated Individuals.

If any member of an Affiliate's household, family, or other affiliated individual engages in any activity that, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and CelVitali International may take disciplinary action pursuant to the Statement of Policies against the Affiliate.

An exception to the one-business-per-Affiliate rule will be considered on a case-by-case basis if two Affiliates marry. Requests for exceptions to this policy must be submitted in writing to the Compliance Department.

4.21 - Requests for Records

Any request from an Affiliate for copies of invoices, agreements, Downline activity reports or other records/reports will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

4.22 - Sale, Transfer or Assignment of CelVitali International Business

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

- The selling Affiliate must offer CelVitali International the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. CelVitali International shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Affiliate. Before the sale, transfer or assignment can be finalized and approved by CelVitali International, any debt obligations the selling party has with CelVitali International must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a CelVitali International Affiliate business.

Prior to selling a Business Entity interest, the selling party must notify CelVitali International's Compliance Department in writing and advise of his or her intent to sell CelVitali International's business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale.

4.23 - Separation of a CelVitali International Affiliate Business

In the event of a dissolution of marriage of a CelVitali International Affiliate, and a spouse, arrangements must be made to assure that any division of the business assets is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Affiliates

and the Company, CelVitali International may be forced to involuntarily terminate the Affiliate Agreement.

4.24 - During the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution. Under no circumstances will the Downline Organization of divorcing spouses be divided. Similarly, under no circumstances will CelVitali International split commission and bonus checks between divorcing spouses. CelVitali International will recognize only one Downline Organization and will issue only one commission check per CelVitali International business per commission cycle. Commission checks shall always be issued to the individual whose name appears on the Affiliate Agreement.

4.25- Sponsoring

All active Affiliates in good standing have the right to sponsor and enroll others into CelVitali International. Each prospective Affiliate has the ultimate right to choose his or her own sponsor. If two Affiliates claim to be the sponsor of the same new Affiliate, the Company shall regard the first application received by the Company as controlling.

4.26 - Telemarketing

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices.

Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. While you may not consider yourself a “telemarketer” in the traditional sense of the word, these regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000.00 per violation).

Therefore, Affiliates must not engage in telemarketing relative to the operation of their CelVitali International businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a CelVitali International product or service, or to recruit them for the CelVitali International opportunity. “Cold calls” made to prospective customers or Affiliates that promote either CelVitali International’s products or services or the CelVitali International opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Affiliate (a “prospect”) is permissible under the following situations:

- If the Affiliate has an established business relationship with the prospect. An “established business relationship” is a relationship between a Affiliate and a prospect based on the prospect’s purchase, rental or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the 18 months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- The prospect’s personal inquiry or application regarding a product or service offered by the Affiliate within the 3 months immediately preceding the date of such a call.

- If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) that the Affiliate is authorized to call.
- You may call family members, personal friends and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship (i.e., you have recently personally met him or her). Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.

In addition, Affiliates shall not use automatic telephone dialing systems relative to the operation of their CelVitali International businesses. The term “automatic telephone dialing system” means equipment which has the capacity to (a) store or produce telephone numbers to be called using a random or sequential number generator and (b) to dial such numbers.

SECTION 5 - RESPONSIBILITIES OF AFFILIATES

5.1 - Change of Address or Telephone

To ensure timely delivery of products, support materials and commission checks, it is critically important that CelVitali International’s files are current. Affiliates planning to move should email CelVitali International corporate office, at 8949 Irvine Center Drive, Irvine, CA 92801 their new address and telephone numbers. To guarantee proper delivery, two-weeks advance notice to CelVitali International is recommended on all changes.

5.2 - Continuing Development Obligations

5.2.1 - Ongoing Training

Any Affiliate who sponsors another Affiliate into CelVitali International must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her CelVitali International business. Affiliates must have ongoing contact and communication with the Affiliates in their Downline Organizations. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of Downline Affiliates to CelVitali International meetings, training sessions, and other functions. Upline Affiliates are also responsible to motivate and train new Affiliates in CelVitali International product knowledge, effective sales techniques, the CelVitali International Compensation Plan and compliance with Company Policies and Procedures. Communication with and the training of Downline Affiliates must not, however, violate Section 4.2 (regarding the development of Affiliate-produced sales aids and promotional materials). Affiliates cannot charge for training.

Upon request, every Affiliate should be able to provide documented evidence to CelVitali International of his or her ongoing fulfillment of the responsibilities of a sponsor.

5.2.2 - Increased Training Responsibilities

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

5.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, Affiliates have an ongoing obligation to continue to personally promote sales through the generation of new customers or merchants and through servicing their existing customers or merchants.

5.3 – Non-disparagement

CelVitali International wants to provide its Affiliates with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the CelVitali International corporate offices. While CelVitali International welcomes constructive input, negative comments and remarks made in the field by Affiliates about the Company, its products or Compensation Plan serve no purpose other than to sour the enthusiasm of other CelVitali International Affiliates. For this reason, and to set the proper example for their Downline, Affiliates must not disparage, demean or make negative remarks about CelVitali International, other CelVitali International Affiliates, CelVitali International's services, the Compensation Plan or CelVitali International's directors, officers or employees.

5.4 - Providing Documentation to Applicants

Affiliates must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Affiliates before the applicant signs an Affiliate Agreement. Additional copies of Policies and Procedures can be found on the CelVitali International website at mannasourceinternational.com, or in your business center under the forms section.

5.5 - Reporting Policy Violations

Affiliates observing a policy violation by another Affiliate should submit a written report of the violation directly to the attention of the CelVitali International Compliance Department. Details of the incident(s), such as dates, number of occurrences, persons involved and any supporting documentation, should be included in the report.

SECTION 6 - SALES REQUIREMENTS

6.1 - Product Sales

The CelVitali International Compensation Plan is based upon the sale of CelVitali International services to end user consumers. Affiliates must fulfill personal and Downline organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

6.2 – Retail Sales

CelVitali International wants to ensure that prices for its products and services are not destabilized when sold through a retailing environment. Therefore, Products sold in a retail environment will be subject to a minimum advertised retail price. The minimum advertised price of CelVitali International's products sold in a retail environment (such as a grocery store, eBay, convenience store, market, etc.) is listed on the CelVitali International website. Any Affiliate who knowingly fails to honor the minimum price set by CelVitali International for its products and services will be subject to termination.

Sales of CelVitali International products through on-line auction sites, such as Ebay are prohibited, unless such sale is done using a fixed price which is not below the minimum advertised retail price.

6.3 - Territory Restrictions

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

SECTION 7 - BONUSES AND COMMISSIONS

7.1 - Bonus and Commission Qualifications

An Affiliate must be active and in compliance with the Agreement and these policies to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement and these policies, CelVitali International shall pay commissions to such Affiliate in accordance with the Compensation Plan. The minimum amount for which CelVitali International will issue a commission payment is \$25.00.

7.2 - Commission Payments and Promotions

7.2.1 - Payments, Calculations, and Bonuses

Commissions will be mailed out in accordance with the Compensation Plan. Commissions will be calculated according to the level for which an Affiliate actually satisfied all of the requirements according to the Compensation Plan rather than the highest rank or title achieved. Commission reports will be provided to Affiliates on-line, via web access.

7.2.2 - Promotions

Promotions are determined based on business organization and sales activity for each applicable period.

7.3 - Adjustment to Bonuses and Commissions

7.3.1 - Adjustments for Returned Products

Affiliates receive bonuses and commissions based on the actual enrollment for services to merchants. When a service is cancelled and refund is authorized by the Company, the bonuses and commissions attributable to the refunded service(s) will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered from the Affiliates who received bonuses and commissions on the sales of the refunded service(s).

7.4 - Unclaimed Commissions and Credits

7.4.1 - Affiliates must deposit or cash commission and bonus checks within six months from their date of issuance. A check that remains uncashed after six months will be void. There shall be a \$25.00 charge for reissuing a check. These charges shall be deducted from the balance owed to the Affiliate.

7.5 - Reports

All information provided by CelVitali International in online or telephonic Downline Activity Reports, including but not limited to personal and group sales volume (or any part thereof), and Downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors, including the inherent possibility of human and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic check payments; returned products; and credit card and electronic check charge-backs, the information is not guaranteed by CelVitali International or any persons creating or transmitting the information. All personal and group sales volume information is provided "as is" without warranties, expressed or implied, or representations of any kind whatsoever. In particular, but without limitation, there shall be no warranties of merchantability, fitness for a particular use or non-infringement.

To the fullest extent permissible under applicable law, CelVitali International and/or other persons creating or transmitting the information will in no event be liable to any Affiliate or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity and damages that may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information), even if CelVitali International or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, CelVitali International or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

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

SECTION 8 - RETURNS AND SALES AIDS REPURCHASE

8.1 - Retail Sales

Personal service and retail sales to the customer and merchant are the foundation of CelVitali International. The entire commission structure is based upon volume of retail sales referred by the individual Affiliate as well as their entire organization.

8.2 -Voluntary Cancellation of Contract

Requests by a CelVitali International Affiliate to return their sales aids for a refund will be treated as a request to voluntarily cancel that Affiliate business. If an Affiliate wishes to return sales aids purchased within the last 3-month period, the Company shall repurchase the sales aids and the Affiliate's Agreement shall be canceled. An Affiliate may only return sales aids purchased by him or her that are in new and resalable condition.

Upon receipt of the sales aids, the Affiliate will be reimbursed 90% of the cost of the original purchase price(s), not to include shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same account.

- Affiliate must inform the company of intent to exercise the sales aid buy-back option within 10 business days of resignation notice.
- All products to be returned for refund under this provision must be approved in advance of shipment to CelVitali International, by calling the Customer Services Department.
- Affiliate will be asked to submit invoices detailing the sales aid items to be returned.
- Upon approval from the company, returns may be sent to the company's headquarters and must be accompanied by an invoice copy for each item.

8.3 - Montana Residents

A Montana resident may cancel his or her Affiliate Agreement within 15 days from the date of enrollment and may receive a full refund within such time period for good and resalable sales aids or trainings that have not been attended.

SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures or any illegal, fraudulent, deceptive or unethical business conduct by an Affiliate may result, at CelVitali International's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Affiliate to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- The withholding from an Affiliate of all or part of the Affiliate's bonuses and commissions during the period that CelVitali International is investigating any conduct allegedly in violation of the Agreement. If an Affiliate's business is canceled for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Affiliate Agreement for one or more pay periods;
- Involuntary termination of the offender's Affiliate Agreement;
- Any other measure expressly allowed within any provision of the Agreement or that CelVitali International deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach; or
- In situations deemed appropriate by CelVitali International, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2 - Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective CelVitali International businesses, the complaining Affiliate should first report the problem to his or her sponsor, who should review the matter and try to resolve it with the other party's Upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Company. The Company will review the facts and determine if a policy violation has occurred and take appropriate action.

9.3 - Arbitration

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association or other recognized arbitration service, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Affiliates waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the County of Orange, California, unless the laws of the state in which an Affiliate resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions, with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party, OR each party to the arbitration shall be responsible for its own, costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent CelVitali International from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect CelVitali International's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.4 - Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in Orange County, State of California. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of California shall govern all other matters relating to or arising from the Agreement.

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

SECTION 10 - INACTIVITY AND CANCELLATION

10.1 - Effect of Cancellation

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, CelVitali International shall pay commissions to such Affiliate in accordance with the Compensation Plan. An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a Downline Organization). Following an Affiliate's termination for inactivity, or voluntary or involuntary termination of his or her Affiliate Agreement (all of these methods are collectively referred to as "termination"), the former Affiliate shall have no right, title, claim or interest to the marketing organization that he or she operated, or any commission or bonus from the sales generated by the organization. An Affiliate whose business is terminated will lose all rights as an Affiliate. This includes the right to sell CelVitali International products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Affiliate's former Downline sales organization. In the event of termination, Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Downline organization.

Following an Affiliate's termination of his or her Affiliate Agreement, the former Affiliate shall not hold himself or herself out as a CelVitali International Affiliate. An Affiliate whose Affiliate Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary termination).

10.2 - Involuntary Termination

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by CelVitali International in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary termination of his or her Affiliate Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the Affiliate's last known address (or fax number), or to his or her attorney, or when the Affiliate receives actual notice of termination, whichever occurs first.

10.3 - Voluntary Termination

An Affiliate has a right to cancel, at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address. The written notice must include the Affiliate's signature, printed name, address and Affiliate ID number. Affiliates who have resigned may re-apply to become an Affiliate with CelVitali International after 6 months. An Affiliate's position is subject to termination due to inactivity (i.e., merchant enrollments, no commissions, no sponsoring; and no attendance at any CelVitali International functions, participation in any other form of Affiliate activity, or operation of any other CelVitali International business) after being inactive for 6 full calendar months.

10.4 - Non-Renewal

An Affiliate may also voluntarily cancel his or her Affiliate Agreement by failing to maintain the Agreement annually. The Company may also elect not to renew an Affiliate's Agreement.

10.5- Complete Agreement

These Policies and Procedures, any and all modifications made by the Company, along with the Terms and Conditions and the Compensation Plan make up the entire agreement between Affiliate and Company.