



# NuVi Global, Inc.

## Policies and Procedures

(Effective June 1, 2017)

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## **SECTION 1 - CORPORATE MISSION STATEMENT**

### **NuVi Mission Statement**

To be an innovator and leader in health regeneration by utilizing scientific advances in the science of stem cell nutrition. We will continue to create effective, desirable, and affordable products.

### **NuVi Vision Statement**

To provide people of all backgrounds, worldwide, an opportunity for financial prosperity through our wealth generation system. Good health, culture, and values are the cornerstone of our principles.

## **SECTION 2 - INTRODUCTION**

### **2.1 - Purpose of the Representative Agreement and the Policies and Procedures**

The purposes of the Representative Agreement and the Policies and Procedures include the following:

- ❖ To assist Representatives in building and protecting their businesses;
- ❖ To protect NuVi Global and its Representatives from legal and regulatory risks;
- ❖ To establish standards of acceptable behavior;
- ❖ To set forth the rights, privileges, and obligations of NuVi Global and its Representatives; and
- ❖ To define the relationship between NuVi Global and its Representatives.

### **2.2 - Policies and Compensation Plan Incorporated into Representative Agreement**

These Policies and Procedures and the Compensation Plan, in their present form and as amended by NuVi Global, Inc. (hereafter “NuVi Global” or the “Company”), are incorporated into, and form an integral part of, the NuVi Global Independent Representative Application and Agreement (“Representative Agreement”). It is the responsibility of each Representative to read, understand, adhere to, and insure that he or she is aware of and operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the NuVi Global Representative Application and Agreement (including the Terms and Conditions), these Policies and Procedures, the NuVi Global Compensation Plan, and the NuVi Global Business Entity Addendum (if applicable). These documents are incorporated by reference into the NuVi Global Representative Agreement (all in their current form and as amended by NuVi Global).

### **Changes to the Representative Agreement, Policies and Procedures, or Life Rewards Plan**

NuVi Global reserves the right to amend the Agreement and the prices in its NuVi Global Product Price List in its sole and absolute discretion. By signing the Representative Agreement, a distributor agrees to abide by all amendments or modifications that NuVi Global elects to make. Notification of amendments shall appear in Official NuVi Global Materials. Price changes are not subject to prior notice and shall be effective upon publication. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) posting in Representatives’ back-offices; (4) inclusion in Company periodicals; (5) inclusion in product orders or bonus checks; or (6) special mailings. The continuation of a Representative’s NuVi Global business, the acceptance of any benefits under the Agreement, or a Representative’s acceptance of bonuses

or commissions constitutes acceptance of all amendments.

### **2.3 - 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. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

### **2.4 - 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 NuVi Global to exercise any right or power under the Agreement or to insist upon strict compliance by a Representative 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 NuVi Global's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of a Representative against NuVi Global shall not constitute a defense to NuVi Global's enforcement of any term or provision of the Agreement.

### **2.5 - Company Use of Information**

By submitting a Representative Application and Agreement that is accepted by NuVi Global, the Representative consents to allow NuVi Global, its affiliates, and any related company to: (a) process and utilize the information submitted in the Representative Application and Agreement (as amended from time to time) for business purposes related to the NuVi Global business; and (2) disclose, now or in the future, such Representative information to companies which NuVi Global may, from time to time, deal with to deliver information to a Representative to improve its marketing, operational, and promotional efforts. A Representative has the right to access his or her personal information via his or her respective back office, and to submit updates thereto.

## **SECTION 3 - BECOMING A REPRESENTATIVE**

### **3.1 - Requirements to Become a Representative**

To become a NuVi Global Representative, each applicant must:

- ❖ Be at least 18 years of age;
- ❖ Reside in the United States or U.S. Territories or country that NuVi Global has

- officially announced is open for business;
- ❖ Provide NuVi Global with his/her valid Social Security or Federal Tax ID number;
  - ❖ Purchase a NuVi Global Business Kit (optional in North Dakota, Massachusetts and Wyoming for residents of those states); and
  - ❖ Submit a properly completed Representative Application and Agreement to NuVi Global either in hard copy or online format.

NuVi Global reserves the right to accept or reject any Representative Application and Agreement for any reason or for no reason.

### **3.2 - Starter Kit and Product Purchases**

With the exception of a Starter Kit, no person is required to purchase NuVi Global products, services or sales aids, or to pay any charge or fee to become a Representative. In order to familiarize new Representatives with NuVi Global products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Starter Kit. NuVi Global will repurchase resalable kits from any Representative who terminates his or her Representative Agreement pursuant to the terms of Section 8.3.

### **3.3 - Representative Benefits**

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

- ❖ Sell NuVi Global products and services;
- ❖ Participate in the NuVi Global Compensation Plan (receive bonuses and commissions, if eligible);
- ❖ Sponsor other individuals as Customers or Representatives into the NuVi Global business and thereby, build a marketing organization and progress through the NuVi Global Compensation Plan;
- ❖ Receive periodic NuVi Global literature and other NuVi Global communications;
- ❖ Participate in NuVi Global-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- ❖ Participate in promotional and incentive contests and programs sponsored by NuVi Global for its Representatives.

### **3.4 - Term and Renewal of Your NuVi Global Business**

The term of the Representative Agreement is one year from the date of its acceptance by

NuVi Global (subject to reclassification for inactivity after six months pursuant to Section 10.2.2). Representatives must renew their Representative Agreement each year by paying an annual renewal fee of \$49.95 on or before the anniversary date of their Representative Agreement. If the renewal fee is not paid within thirty (30) days after the expiration of the current term of the Representative Agreement, the Representative Agreement will be automatically terminated. Representatives may elect to utilize the Automatic Renewal Program (“ARP”). Under the ARP, the renewal fee will be charged to the Representative’s credit card on file with the Company. Representatives without a credit card must renew by phone or mail.

## **SECTION 4 - OPERATING A NUVI GLOBAL BUSINESS**

### **4.1 - Adherence to the NuVi Global Compensation Plan**

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

### **4.2 - Advertising**

#### **4.2.1 - General**

All Representatives shall safeguard and promote the good reputation of NuVi Global and its products. The marketing and promotion of NuVi Global, the NuVi Global opportunity, the Compensation Plan, and NuVi Global products must avoid all discourteous, deceptive, misleading, unethical or immoral, or illegal conduct or practices.

To promote both the products and services, and the tremendous opportunity NuVi Global offers, Representatives must use the sales aids, business tools, and support materials produced by NuVi Global. The Company has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and the materials comply with the legal requirements of federal and state laws. Accordingly, Distributors must not produce or use the literature, advertisements, sales



aids, business tools, promotional materials, or Internet web pages or content of or for themselves or other third parties.

#### 4.2.2 - Trademarks and Copyrights

The name of NuVi Global and other names as may be adopted by NuVi Global are proprietary trade names, trademarks and service marks of NuVi Global (collectively “marks”). As such, these marks are of great value to NuVi Global and are supplied to Representatives for their use only in an expressly authorized manner. NuVi Global will only allow the limited non-exclusive use of its marks, designs, or symbols, or any derivatives thereof, solely by a Representative in the furtherance or operation of his or her NuVi Global business, consistent with these Policies and Procedures. NuVi Global will not allow the use of its marks, designs, or symbols, or any derivatives thereof, by any person, including NuVi Global Representatives, in any manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Representatives may not produce for sale or distribution any recorded Company events and speeches without written permission from NuVi Global, nor may Representatives reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an independent Representative, you may use the NuVi Global name in the following manner

Representative's Name  
Independent NuVi Global Representative

*Example:*

Alice Smith  
Independent NuVi Global Representative  
or  
Alice Smith  
NuVi Global  
Independent Representative

Representatives may not use the name NuVi Global in any form in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase *Independent NuVi Global Representative* in your phone greeting or on your answering machine to clearly

separate your independent NuVi Global business from NuVi Global, Inc. For example, you may not secure the domain name [www.buyNuVi Global.com](http://www.buyNuViGlobal.com), nor may you create an email address such as [NuViGlobalsales@hotmail.com](mailto:NuViGlobalsales@hotmail.com).

#### **4.2.2.1 - Independent NuVi Global Representative Logo**

If you use a NuVi Global logo in any communication, you must use the Independent Representative version of the NuVi Global logo. Using any other NuVi Global logo requires written approval. Please see examples below:

##### Logos Approved for Representative Use



##### Logos NOT Approved for Representative Use



#### **4.2.3 - Media and Media Inquiries**

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

#### **4.2.4 - Unsolicited Email**

NuVi Global does not permit Representatives to send unsolicited commercial emails unless such emails strictly comply with applicable state and federal laws and regulations including, without limitation, the federal CAN SPAM Act. The CAN-SPAM Act regulates the transmission of all commercial e-mail messages, not just unsolicited messages. A commercial e-mail message is defined as any e-mail that has a "primary purpose of . . . commercial advertisement or promotion of a commercial product or service." This includes commercial e-mails sent to business e-mail accounts, as well as those sent to individual consumers.

##### **4.2.4.1 - Requirements for All Commercial Email Messages**

The Mailing List

- ❖ The mailing list may include only persons who have affirmatively agreed (opted in) to receive commercial e-mail from you.
- ❖ The mailing list must not include any recipient who has previously asked not to receive commercial e-mail from the business (opted out).
- ❖ You must “scrub” the mailing list against available “do not e-mail” list at the last possible, commercially reasonable moment before the e-mail is sent.

### The E-mail Message

- ❖ The message must include complete and accurate transmission and header information.
- ❖ The “From” line must identify your business as the sender. This does not have to include your business’s formal name, if any. For example, it may contain your business’s name, trade name, or product or service name. The key requirement is that the “From” line provide the recipient with enough information to understand who is sending the message.
- ❖ The “Subject” line must accurately describe the message’s content.
- ❖ The message must clearly include the business’s valid, current physical postal address. This address can be a:
  - street address;
  - post office box that the business has accurately registered with the US Postal Service; or
  - private mailbox that the business has accurately registered with a commercial mail receiving agency established pursuant to US Postal Service regulations.
- ❖ The message must disclose that it is an advertisement or solicitation unless the e-mail message is sent only to recipients who have affirmatively agreed (opted in) to receive these messages from the business.
- ❖ There must be a functioning return email address to the sender.
- ❖ The use of deceptive subject lines and/or false header information is prohibited.

### The Opt-out Mechanism

- ❖ The message must clearly explain that the recipient may opt out of receiving future commercial messages from the business.
- ❖ The message must include either an e-mail address or other online mechanism that the recipient may use for this opt out. The mechanism must not require the recipient

to:

- do anything more than reply to the e-mail or visit a single web page to opt out;
  - make any payment or submit any personal information, including account information (other than e-mail address), to opt out; and
  - the opt-out mechanism must work for at least 30 days after the e-mail is sent.
- ❖ You must ensure that the explanation of how a recipient can opt out is easy to read and understand.
  - ❖ You may include a menu of opt-out options that permit the recipient to select the types of commercial messages the recipient would like to continue receiving. However, one option must permit opting out of all commercial messages from you.
  - ❖ You must honor all opt-out requests within ten business days.
  - ❖ Opt-out requests do not expire. An opt-out is overridden only by the recipient's subsequent express (opt in) request to receive commercial e-mail.
  - ❖ All opt-out requests, whether received by email or regular mail, must be honored. If you receive an opt-out request from a recipient of an email, you must forward the opt-out request to the Company.
  - ❖ You may not sell, share or use a business's opt-out list for any reason other than to comply with the law.

Monitoring Opt-out Capabilities – If you use a third-party service provider you must implement procedures to ensure that your opt-out capabilities actually work. An example of a basic procedure to test the opt-out procedure is as follows:

- ❖ Establish e-mail accounts with several major private e-mail account providers (for example, Gmail, Yahoo, Hotmail, AOL, and so on) and add these e-mail addresses to the business's mailing list. For each e-mail address created for monitoring purposes, use the business's opt-out mechanism to remove the e-mail address from the mailing list.
- ❖ Repeat this procedure on a regular basis (for example, at least every two weeks).
- ❖ Examine the e-mail received by the monitoring e-mail account to confirm that the: z opt-out mechanism works; z opt-out request is honored within 10 business days; and z monitoring e-mail account no longer receives commercial messages from the business.
- ❖ If the monitoring and testing process reveals problems, the business should immediately fix the issues.

Third-party Marketing Affiliates or Service Providers - When using third-party service providers, including affiliate marketers you should ensure that the written contract with the service provider clearly sets out each party's responsibilities for compliance with the CAN-SPAM Act and includes appropriate and adequate remedies for noncompliance.

#### **4.2.4.2 - Additional Requirements for Email Messages Sent to Wireless Devices**

When sending commercial messages to wireless devices:

- ❖ Ensure that you have the recipient's prior, affirmative consent (opt in) to send the commercial message. The consent can be oral, written or electronic.
- ❖ Ask for consent in a way that involves no cost to the recipient, for example:
  - do not send the request to the wireless device; and
  - allow the recipient to respond in a way that involves no cost (such as an online, e-mail or postal mail sign-up).
- ❖ When seeking consent, make it clear that the recipient:
  - is agreeing to receive commercial e-mail on his wireless device;
  - may be charged to receive the e-mail; and
  - can revoke his consent at any time.

#### **4.2.4.3 - Commercial Email Messages Sent on Behalf of Representatives**

NuVi Global may periodically send commercial emails on behalf of Representatives. By entering into the Representative Agreement, Representative agrees that the Company may send such emails and that the Representative's physical and email addresses will be included in such emails as outlined above. Representatives shall honor opt-out requests generated as a result of such emails sent by the Company.

#### **4.2.5 - Unsolicited Faxes**

Except as provided in this section, Representatives may not use or transmit unsolicited faxes in connection with their NuVi Global business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting NuVi Global, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Representative has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between a Representative and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such

Representative; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

#### **4.2.6 - Telephone Directory Listings**

Representatives may list themselves as an “Independent NuVi Global Representative” in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Representative may place telephone or online directory display ads using NuVi Global's name or logo. Representatives may not answer the telephone by saying “NuVi Global”, “NuVi Global Incorporated”, or in any other manner that would lead the caller to believe that he or she has reached corporate offices of NuVi Global. If a Representative wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

Representative's Name  
Independent NuVi Global Representative

#### **4.2.7 - Television and Radio Advertising**

Representatives may not advertise on television and radio except with NuVi Global's express written approval.

#### **4.2.8 - Advertised Prices**

Representatives may not create their own marketing or advertising material offering any NuVi Global products at a price less than the current Autoship price plus shipping and applicable taxes.

### **4.3 - Online Conduct**

#### **4.3.1 - Representative Web Sites**

Representatives are provided with a replicated website by NuVi Global, from which they can take orders, enroll new Customers and Representatives, place Customers on the Autoship Program, as well as manage their NuVi Global business. Representatives may use only replicated websites provided by NuVi Global to promote their NuVi Global business, and may not create their own websites to directly or indirectly promote NuVi Global's products, services, or the NuVi Global opportunity.

#### **4.3.2 - NuVi Global Replicated Websites**

Representatives receive a NuVi Global Replicated Website subscription to facilitate online buying experience for their Customers and enrollments for prospective Customers and Representatives. Representatives are solely responsible and liable for the content they add to

their Replicated Website and must regularly review the content to ensure it is accurate and relevant.

Representatives may not alter the branding, artwork, look, or feel of their Replicated Website, and may not use their Replicated Website to promote, market or sell non-NuVi Global products, services or income opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- ❖ The NuVi Global Independent Representative Logo
- ❖ Your Name
- ❖ NuVi Global Corporate Website Redirect Button
- ❖ Artwork, logos, or graphics
- ❖ Original text.

Because Replicated Websites reside on the NuVi GlobalLife.com domain, NuVi Global reserves the right to receive analytics and information regarding the usage of your website.

When choosing your NuVi Global Replicated Website URL, for example [www.Name.NuViGlobalLife.com](http://www.Name.NuViGlobalLife.com), it must be a uniquely identifiable website name that cannot:

- ❖ Be confused with other portions of the NuVi Global corporate website;
- ❖ Confuse a reasonable person into thinking they have landed on a NuVi Global corporate page;
- ❖ Be confused with any NuVi Global name;
- ❖ Contain any discourteous, misleading, or off-color words or phrases that may damage NuVi Global's image.

#### **4.3.3 - Domain Names, email Addresses and Online Aliases**

You are not allowed to use or register NuVi Global or any of NuVi Global's trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of NuVi Global. Examples of the improper use of NuVi Global include, but are not limited to any form of NuVi Global showing up as the sender of an email or examples such as:

[www.MyNuViGlobalBiz.com](http://www.MyNuViGlobalBiz.com)

[www.ISellNuViGlobal.com](http://www.ISellNuViGlobal.com)

[www.NuViGlobalDreamTeam.com](http://www.NuViGlobalDreamTeam.com)

[www.NuViGlobalbyJaneDoe.com](http://www.NuViGlobalbyJaneDoe.com)

#### **4.3.4 - Monetizing Websites**

Representatives may not monetize their Replicated Website through affiliate programs, pay-per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, adSense, or similar programs.

#### **4.3.5 - Online Classifieds**

You may not use online classifieds (including Craigslist) to list, sell or retail specific NuVi Global products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the NuVi Global income opportunity, provided NuVi Global-approved templates/images are used. These templates will identify you as an Independent NuVi Global Representative. If a link or URL is provided, it must link to your Replicated Website.

#### **4.3.6 - eBay / Online Auctions**

NuVi Global's products and services may not be listed on eBay or other online auctions, nor may Representatives enlist or knowingly allow a third party to sell NuVi Global products on eBay or other online auction. A Representative who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells NuVi Global products on eBay or any other online auctions must immediately discontinue all sales to the third party.

#### **4.3.7 - Online Retailing**

Representatives may not list or sell NuVi Global products on any online retail store or ecommerce site (such as Amazon), nor may you enlist or knowingly allow a third party to sell NuVi Global products on any online retail store or ecommerce site. A Representative who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells NuVi Global products on any online retail store or ecommerce site must immediately discontinue all sales to the third party.

#### **4.3.8 - Spam Linking**

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant.



#### **4.3.9 - Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)**

Representatives may upload, submit or publish NuVi Global-related video, audio or photo content that they develop and create so long as it aligns with NuVi Global's values, contributes to the NuVi Global community greater good, and is in compliance with NuVi Global's Policies and Procedures. All submissions must clearly identify you as an Independent NuVi Global Representative in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. Representatives may not upload, submit or publish any content (video, audio, presentations or any computer files) received from NuVi Global or captured at official NuVi Global events or in buildings owned, leased, or operated by NuVi Global without prior written permission from NuVi Global.

#### **4.3.10 - Domain Names and Email Addresses**

Except as set forth in the Representative Website Application and Agreement, Representatives may not use or attempt to register any of NuVi Global's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

#### **4.3.11 - Social Media**

In addition to meeting all other requirements specified in these Policies and Procedures, should you utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, Instagram, YouTube, or Pinterest, you agree to each of the following:

- ❖ No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your NuVi Global Replicated Website.
- ❖ It is your responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- ❖ Any social media site that is directly or indirectly operated or controlled by a Representative that is used to discuss or promote NuVi Global's products or the NuVi Global opportunity may not link to any website, social media site, or site of any other nature, other than the Representative's NuVi Global replicated website.
- ❖ During the term of this Agreement and for a period of 12 calendar months thereafter, a Representative may not use any social media site on which they discuss or promote, or have discussed or promoted, the NuVi Global business or NuVi Global's products to directly or indirectly solicit NuVi Global Representatives for another direct selling or network marketing program (collectively, "direct selling"). In

furtherance of this provision, a Representative shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Representatives relating to the Representative's other direct selling business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 4.11 (Conflicts of Interest) below.

- ❖ A Representative may post or "pin" photographs of NuVi Global products on a social media site, but only photos that are provided by NuVi Global and downloaded from the Representative's Back-Office may be used.

If a Representative creates a business profile page on any social media site that promotes or relates to NuVi Global, its products, or opportunity, the business profile page must relate exclusively to the Representative's NuVi Global business and NuVi Global products. If the Representative's NuVi Global business is cancelled for any reason or if the Representative becomes inactive, the Representative must deactivate the business profile page.

#### **4.4 - Business Entities**

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a NuVi Global Representative by submitting a Representative Application and Agreement along with a properly completed Business Entity Registration Form and a properly completed IRS Form W-9. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership (legal or equitable) interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to NuVi Global, compliance with the NuVi Global Policies and Procedures, the NuVi Global Representative Agreement, and other obligations to NuVi Global.

##### **4.4.1 - Removal of an Affiliated Party**

To prevent the circumvention of Sections 4.25 (Sale, Transfer, or Assignments of NuVi Global Business) and 4.5, (Change of Sponsor), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or NuVi Global, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify NuVi Global in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 4.25 (Sale, Transfer, or Assignments of NuVi Global Business). In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other NuVi Global business for six consecutive calendar months in accordance with Section 4.5.3 (Termination and Re-application). If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 4.25 (Sale, Transfer, or Assignments of NuVi Global Business).

The modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5 (Change of Sponsor), below. There is a \$40.00 fee for each change requested, which must be included with the written request and the completed Representative Application and Agreement. NuVi Global may, at its discretion, require notarized documents before implementing any changes to a NuVi Global business. Please allow thirty (30) days after the receipt of the request by NuVi Global for processing.

#### **4.4.2 - Changes to a Business Entity**

Each Representative must immediately notify NuVi Global of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

### **4.5 - Change of Sponsor**

NuVi Global strongly discourages changes in sponsorship. In order to protect all Sponsors, no Representative may interfere with the relationship between another Representative and his or her Sponsor in any way. A Representative may not offer, entice, encourage, solicit, recruit, or otherwise influence or attempt to persuade another Representative to change his or her Sponsor or line of sponsorship, either directly or indirectly. Accordingly, the transfer of a NuVi Global business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Representative Services Department, and must include the reason for the transfer. Transfers will only be considered in the following three circumstances:

#### **4.5.1 - Misplacement**

In cases in which the new Representative is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, a Representative may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within the commission week of the enrollment. The Representative requesting the change has the burden of proving that he or she was placed beneath the incorrect sponsor. It is up to NuVi Global's discretion whether the requested change will be implemented.

#### **4.5.2 - Upline Approval**

The Representative seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of Representative's immediate four (4) upline Representatives their marketing organization. Photocopied or facsimile signatures

are not acceptable. All Representative signatures must be notarized. The Representative who requests the transfer must submit a fee of \$40.00 for administrative charges and data processing. If the transferring Representative also wants to move any of the Representatives in his or her marketing organization, each downline Representative must also obtain a properly completed Sponsorship Transfer Form and return it to NuVi Global with the \$40.00 change fee (i.e., the transferring Representative and each Representative in his or her marketing organization multiplied by \$40.00 is the cost to move a NuVi Global business.) Downline Representatives will not be moved with the transferring Representative unless all of the requirements of this paragraph are met. Transferring Representatives must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by NuVi Global for processing and verifying change requests.

#### **4.5.3 - Termination and Re-application**

A Representative may legitimately change organizations by voluntarily canceling his or her NuVi Global business and remaining inactive (*i.e.*, no purchases of NuVi Global products for resale, no sales of NuVi Global products, no sponsoring, no attendance at any NuVi Global functions, participation in any other form of Representative activity, or operation of any other NuVi Global business, no income from the NuVi Global business) for three (3) full years. Following the three (3) year period of inactivity, the former Representative may reapply under a new sponsor, however, the former Representative's downline will remain in their original line of sponsorship. NuVi Global will consider waiving the three year waiting period under exceptional circumstances. Such requests for waiver must be submitted to NuVi Global in writing.

#### **4.5.4 - Waiver of Claims**

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by a Representative, NuVi Global reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, **REPRESENTATIVES WAIVE ANY AND ALL CLAIMS AGAINST NUVI GLOBAL, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM NUVI GLOBAL'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.**

#### **4.6 - Unauthorized Claims and Actions**

##### **4.6.1 - Indemnification**

A Representative is fully responsible for all of his or her verbal and written statements made

regarding NuVi Global products, services, and the Compensation Plan that are not expressly contained in official NuVi Global materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Representatives agree to indemnify NuVi Global and NuVi Global's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by NuVi Global as a result of the Representative's unauthorized representations or actions. This provision shall survive the termination of the Representative Agreement.

#### **4.6.2 - Product Claims**

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by NuVi Global may be made except those contained in official NuVi Global literature. In particular, no Representative may make any claim that NuVi Global products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims, and they may lack adequate substantiation. Not only are such claims in violation of the Representative Agreement, they also violate the laws and regulations of the United States and other jurisdictions.

#### **4.6.3 - Compensation Plan Claims**

When presenting or discussing the NuVi Global Compensation Plan, you must make it clear to prospects that financial success with NuVi Global requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- ❖ It's a turnkey system;
- ❖ The system will do the work for you;
- ❖ Just get in and your downline will build through spillover;
- ❖ Just join and I'll build your downline for you;
- ❖ The company does all the work for you;
- ❖ You don't have to sell anything; or
- ❖ All you have to do is buy your products every month.

The above are merely examples of improper representations about the Compensation Plan. It is important that you do not make these or any other representations that could lead a prospect to believe that they can be successful as a NuVi Global Representative without commitment, effort, and sales skill.

#### 4.6.4 - Income Disclosure Statement

NuVi Global's corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices. To this end, we have developed the NuVi Global Income Disclosure Statement ("IDS"). The NuVi Global IDS is designed to convey truthful, timely, and comprehensive information regarding the income that NuVi Global Representatives earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Representatives. The failure to comply with this policy constitutes a significant and material breach of the NuVi Global Representative Agreement and will be grounds for disciplinary sanctions, including termination, pursuant to Section 9.1 (Disciplinary Sanctions).

A Representative, when presenting or discussing the NuVi Global opportunity or Compensation Plan to a prospective Representative, may not make income projections, income claims, or disclose his or her NuVi Global income (including the showing of checks, copies of checks, bank statements, or tax records) unless, at the time the presentation is made, the Representative provides a current copy of the NuVi Global Income Disclosure Statement (IDS) to the person(s) to whom he or she is making the presentation.

A copy of the IDS must be presented to a prospective Representative (someone who is not a party to a current NuVi Global Representative Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of actual earnings; (2) statements of projected earnings; (3) statements of earnings ranges; (4) income testimonials; (5) lifestyle claims; and (6) hypothetical claims.

A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of "opportunity" or "possibility" or "chance." Claims such as "My NuVi Global income exceeded my salary after six months in the business," or "Our NuVi Global business has allowed my wife to come home and be a full-time mom" also fall within the purview of "lifestyle" claims.

A hypothetical income claim exists when you attempt to explain the operation of the compensation plan through the use of a hypothetical example. Certain assumptions are made regarding some or all of the following: (1) number of personally-enrolled Customers and Representatives; (2) number of downline Customers and Representatives; (3) average

sales/purchase volume/sales volume per Customer and Representative; and (4) total organizational volume. Applying these assumptions through the compensation plan yields income figures which constitute hypothetical income claims.

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Representative or Representatives in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDS. In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claim is made, you must provide every prospective Representative with a copy of the IDS and you must display at least one (3 foot x 5 foot poster board) in the front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDS must be displayed continuously throughout the duration of any discussion of the Compensation Plan or the making of an income claim.

Copies of the IDS may be printed or downloaded without charge from the corporate website at <http://www.NuVi Global.com/IDS>.

Representatives who develop sales aids and tools in which the Compensation Plan or income claims are present must incorporate the IDS into each such sales aid or tool prior to submission to the Company for review.

#### **4.7 - Repackaging and Relabeling Prohibited**

NuVi Global products may only be sold in their original packaging. Representatives may not repackage, re-label, or alter the labels on NuVi Global products. Tampering with labels/packaging could be a violation of federal and state laws, and may result in civil or criminal liability. Representatives may affix a personalized sticker with your personal/contact information to each product or product container, as long as you do so without removing existing labels or covering any text, graphics, or other material on the product label.

#### **4.8 - Commercial Outlets**

Representatives may not sell NuVi Global products from a commercial outlet, nor may Representatives display or sell NuVi Global products or literature in any retail or service establishment. Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell NuVi Global products.

#### **4.9 - Military Installations**

The offer, promotion, or sale of the goods and services, or the offer and promotion of the NuVi Global opportunity on a military installation is not a right – it is a privilege. Even if a Representative *lives* on a military installation, he or she does not have the right to offer our products or opportunity to anyone on that installation without the permission of the installation Commander. For the purposes of the U.S. Navy personnel and Navy Regulations, the definition of an “installation” also includes U.S. Navy vessels.

Any Representative who wants to offer, promote, or sell NuVi Global products, or the offer and promote the NuVi Global opportunity (these activities will be collectively referred to as “commercial solicitation activities”) on a military installation must make an inquiry to the office of the installation Commander to determine whether the Commander has granted permission for NuVi Global Representatives to engage in such activities on the installation. If the Commander has not done so, the Representative must contact NuVi Global's offices to ask the Company to obtain the Commander's permission. Representatives are prohibited from seeking such permission from any installation Commander. If obtained, the permission to engage in commercial solicitation activities on a military installation is granted only for one particular installation.

Any Representative who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military Regulation or Instruction. There are many activities that are permissible in a civilian environment that are not permissible on a military installation. Some of these activities include, but are not limited to:

- ❖ Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one station unit training cycle.
- ❖ Solicitation of “mass,” “group,” or “captive” audiences.
- ❖ Making appointments with or soliciting military personnel during their normally-scheduled duty hours.
- ❖ Soliciting without an appointment in areas used for housing or processing transient personnel, or soliciting in barracks areas used as quarters.
- ❖ Use of official military identification cards or vehicle decals by active duty, retired, or reserve members of the military services to gain access to Army installations for the purpose of soliciting. (When entering the installation for the purpose of solicitation, Representatives with military identification cards and/or installation vehicle decals must present documentation issued by the installation authorizing solicitations.)
- ❖ Offering rebates to promote transaction or to eliminate competition.



- ❖ Any oral or written representations which suggest or appear that the military branch sponsors or endorses the Company or its Representatives, or the goods, services, and commodities offered for sale.
- ❖ The designation of any agent or the use by any agent of titles (for example, "Battalion Insurance Counselor," "Unit Insurance Advisor," "Servicemen's Group Life Insurance Conversion Consultant") that in any manner states or implies any type of endorsement from the U.S. Government, the Armed Forces, or any State or Federal agency or Government entity.
- ❖ Entry into any unauthorized or restricted area.
- ❖ Distribution of literature other than to the person being interviewed.
- ❖ Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending e-mail to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
- ❖ Soliciting door to door or without an appointment.

The foregoing items are not an all-inclusive list. There are many more prohibited activities that are addressed in the applicable military Regulation or Instruction. The violation of military Regulations or Instructions by one Representative could jeopardize the ability of all NuVi Global Representatives to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

#### **4.10 - Trade Shows, Expositions and Other Sales Forums**

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

portray.

## **4.11 - Conflicts of Interest**

### **4.11.1 - Crossline Recruiting**

Representatives are prohibited from crossline recruiting. The use of a spouse or relative's name, trade names, DBAs, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited. A Representative shall not demean, discredit, or defame other NuVi Global Representatives in an attempt to entice another customer, Representative or prospective Representative to become part of his or her organization.

For the purposes of this Section 4.11.1, the term "crossline recruiting" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, another NuVi Global Representative or Customer to enroll, join, or otherwise participate in another NuVi Global marketing organization, downline, or line of sponsorship other than the one in which he, she, or it originally enrolled.

### **4.11.2 - Nonsolicitation**

NuVi Global Representatives are free to participate in other direct selling, multilevel marketing, or network marketing entities, businesses, organizations, opportunities, or ventures (collectively referred to as a "network marketing business"). However, during the term of this Agreement, Representatives may not directly or indirectly Recruit other NuVi Global Representatives or Customers anywhere in the United States for any other network marketing business.

Following the termination of a Representative's Independent Representative Agreement, and for a period of six calendar months thereafter, with the exception of a Representative who is personally sponsored by the former Representative, a former Representative may not Recruit any NuVi Global Representative or Customer for another network marketing business. Representatives and the 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, Representatives and NuVi Global agree that this non-solicitation provision shall apply nationwide and to all international markets in which Representatives are located. This provision shall survive the termination or expiration of the Representative Agreement.

For the purposes of this Section 4.11.2, the term "recruit" means the actual or attempted

sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, another NuVi Global Representative or Customer to enroll, join, or otherwise participate in another network marketing business.

#### **4.11.3 - Representative Participation in Other Network Marketing Programs**

If a Representative is engaged in other non-NuVi Global network marketing business, it is the responsibility of the Representative to ensure that his or her NuVi Global business is operated entirely separate and apart from any other network marketing business. To this end, the following must be adhered to:

- ❖ Representatives must not sell, or attempt to sell, any competing non-NuVi Global programs, products or services to NuVi Global Customers or Representatives. Any program, product or services in the same generic categories as NuVi Global products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
- ❖ Representatives shall not display NuVi Global promotional material, sales aids, products or services with or in the same location as, any non-NuVi Global promotional material or sales aids, products or services.
- ❖ Representatives shall not offer the NuVi Global opportunity, products or services to prospective or existing Customers or Representatives in conjunction with any non-NuVi Global program, opportunity, product or service.
- ❖ Representatives may not offer any non-NuVi Global opportunity, products, services or opportunity at any NuVi Global-related meeting, seminar, convention, webinar, teleconference, or other function.

#### **4.11.4 - Confidential Information**

“Confidential Information” includes, but is not limited to, Downline Genealogy Reports, the identities of NuVi Global customers and Representatives, contact information of NuVi Global customers and Representatives, Representatives’ personal and group sales volumes, and Representative rank and/or achievement levels. All confidential information is proprietary information of NuVi Global and constitutes a business trade secret belonging to NuVi Global. Confidential Information is, or may be available, to Representatives in their respective back-offices. Representative access to such Confidential Information is password protected, and is confidential and constitutes proprietary information and business trade secrets belonging to NuVi Global. Such Confidential Information is provided to Representatives in strictest confidence and is made available to Representatives for the sole purpose of assisting Representatives in working with their respective downline organizations in the development of their NuVi Global

business. Representatives may not use the reports for any purpose other than for developing their NuVi Global business. Where a Representative participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Representatives should use the Confidential Information to assist, motivate, and train their downline Representatives. The Representative and NuVi Global agree that, but for this agreement of confidentiality and nondisclosure, NuVi Global would not provide Confidential Information to the Representative.

To protect the Confidential Information, Representatives 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 Confidential Information to any third party;
- ❖ Directly or indirectly disclose the password or other access code to his or her back-office;
- ❖ Use any Confidential Information to compete with NuVi Global or for any purpose other than promoting his or her NuVi Global business;
- ❖ Recruit or solicit any Representative or Customer of NuVi Global listed on any report or in the Representative's back-office, or in any manner attempt to influence or induce any Representative or Customer of NuVi Global, to alter their business relationship with NuVi Global; or
- ❖ Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether a Representative's Agreement has been terminated, or whether the Representative is or is not otherwise affiliated with the Company.

#### **4.12 - Targeting Other Direct Sellers**

NuVi Global does not condone Representatives specifically or consciously targeting the sales force of another direct sales company to sell NuVi Global products or to become Representatives for NuVi Global, nor does NuVi Global condone Representatives solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Representatives engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Representative alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, NuVi Global will not pay any of the

Representative's defense costs or legal fees, nor will NuVi Global indemnify the Representative for any judgment, award, or settlement.

#### **4.13 - Errors or Questions**

If a Representative has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Representative must notify NuVi Global in writing within sixty (60) days of the date of the purported error or incident in question. NuVi Global will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

#### **4.14 - Governmental Approval or Endorsement**

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Representatives shall not represent or imply that NuVi Global or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

#### **4.15 - Holding Applications or Orders**

Representatives must not manipulate enrollments of new applicants and purchases of products. All Representative Applications and Agreements, and product orders must be sent to NuVi Global within 72 hours from the time they are signed by a Representative or placed by a Customer, respectively.

#### **4.16 - Income Taxes**

Each Representative is responsible for paying local, state, and federal taxes on any income generated as an Independent Representative. Unfortunately, we cannot provide you with any personal tax advice. Please consult your own tax accountant, tax attorney, or other tax professional. If a Representative's NuVi Global business is tax exempt, the Federal tax identification number must be provided to NuVi Global. Every year, NuVi Global will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (1) Had earnings of over \$600 in the previous calendar year; or (2) Made purchases during the previous calendar year in excess of \$5,000.

#### **4.17 - Independent Contractor Status**

Representatives are independent contractors. The agreement between NuVi Global and its Representatives does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Representative. Representatives shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Representatives

are responsible for paying local, state, and federal taxes due from all compensation earned as a Representative of the Company. The Representative has no authority (expressed or implied), to bind the Company to any obligation. Each Representative shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Representative Agreement, these Policies and Procedures, and applicable laws.

#### **4.18 - International Marketing**

Representatives are authorized to sell NuVi Global products, and enroll Customers or Representatives only in the countries in which NuVi Global is authorized to conduct business, as announced in official Company literature. NuVi Global products or sales aids may not be shipped into or sold in any foreign country. Representatives may sell, give, transfer, or distribute NuVi Global products or sales aids only in their home country. In addition, no Representative may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Customers or Representatives; or (c) conduct any other activity for the purpose of selling NuVi Global products, establishing a marketing organization, or promoting the NuVi Global opportunity.

#### **4.19 - Excess Inventory and Bonus Buying**

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

#### **4.20 - Adherence to Laws and Regulations**

Representatives must comply with all federal, state, and local laws, regulations, ordinances, and codes 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 Representatives because of the nature of their business. However, Representatives must obey those laws that do apply to them. If a city or county official tells a Representative that an ordinance applies to him or her, the Representative shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of NuVi Global.

#### **4.21 - One NuVi Global Business Per Representative and Per Household**

A Representative may operate or have an ownership interest, legal or equitable, as a sole

proprietorship, partner, shareholder, trustee, or beneficiary, in only one NuVi Global business. No individual may have, operate or receive compensation from more than one NuVi Global business.

Individuals of the same Household may maintain, own, and operate their own NuVi Global Business. A "Household" is defined as spouses and dependent adult children living at or doing business at the same address. In the event that two members of the same Household elect to become Representatives at the same time, one must be enrolled by the other. In the event that more than two members of the same Household elect to become Representatives at the same time, they must elect one Household member to enroll the others. In the event that members of the same Household elect to become Representatives at different times, the Household member who joined NuVi Global first must be the Enroller for all other Household members.

#### **4.22 - Actions of Household Members or Affiliated Parties**

If any member of a Representative's immediate household engages in any activity which, if performed by the Representative, would violate any provision of the Agreement, such activity will be deemed a violation by the Representative and NuVi Global may take disciplinary action pursuant to these Policies and Procedures against the Representative. Similarly, if any individual associated in any way with a corporation, partnership, limited liability company, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and NuVi Global may take disciplinary action against the Business Entity. Likewise, if a Representative enrolls in NuVi Global as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

#### **4.23 - Requests for Records**

Any request from a Representative for copies of invoices, applications, downline activity reports, or other records 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.

#### **4.24 - Roll-up of Marketing Organization**

When a vacancy occurs in a Marketing Organization due to the termination of a NuVi Global business, the Representative in the first level immediately below the terminated Representative on the date of the termination will not be moved to the first level ("front line") of the terminated Representative's sponsor. The position occupied by the terminated Representative shall remain permanently vacant.

#### **4.25 - Sale, Transfer, or Assignment of NuVi Global Business**

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

- ❖ The buyer or transferee must become a qualified NuVi Global Representative. The buyer must not be an active NuVi Global Representative..
- ❖ Before the sale, transfer or assignment can be finalized and approved by NuVi Global, any debt obligations the selling party has with NuVi Global 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 NuVi Global business.

Prior to selling an independent NuVi Global business or Business Entity interest, the selling Representative must notify NuVi Global's Compliance Department in writing and advise of his or her intent to sell his/her NuVi Global business or Business Entity interest. The selling Representative must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a NuVi Global business. In the event that a Representative transfers, assigns, or sells his or her NuVi Global business without the express written approval of the Compliance Department, such transfer, assignment, or sale shall be voidable in the sole and absolute discretion of NuVi Global.

#### **4.26 - Separation of a NuVi Global Business**

NuVi Global Representatives sometimes operate their NuVi Global businesses as husband-wife partnerships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, Inc., partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:



- ❖ One of the parties may, with consent of the other(s), operate the NuVi Global business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize NuVi Global to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.
- ❖ The parties may continue to operate the NuVi Global business jointly on a “business-as-usual” basis, whereupon all compensation paid by NuVi Global will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will NuVi Global split commission and bonus checks between divorcing spouses or members of dissolving entities. NuVi Global will recognize only one downline organization and will issue only one commission check per NuVi Global business per commission cycle. Commission checks shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all rights in the original NuVi Global business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait three (3) calendar months from the date of the final dissolution before re-enrolling as a Representative. In either case, the former spouse or business affiliate shall have no rights to any Representatives in their former organization or to any former Customer. They must develop the new business in the same manner as would any other new Representative.

#### **4.27 - Sponsoring Online**

When sponsoring a new Representative through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. ***However, the applicant must personally review and agree to the online application and agreement, NuVi Global's Policies and Procedures, and the NuVi Global Compensation Plan. The sponsor may not fill out the online Representative Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.***

#### **4.28 - Succession**

Upon the death or incapacitation of a Representative, his or her business may be passed

to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Representative should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a NuVi Global business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Representative's marketing organization provided the following qualifications are met. The successor(s) must:

- ❖ Execute a Representative Agreement;
- ❖ Comply with terms and provisions of the Agreement;
- ❖ Meet all of the qualifications for the deceased Representative's status;
- ❖ The devisee must provide NuVi Global with an "address of record" to which all bonus and commission checks will be sent;
- ❖ If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. NuVi Global will issue all bonus and commission checks and one 1099 to the business entity.

#### **4.28.1 - Transfer Upon Death of a Representative**

To effect a testamentary transfer of a NuVi Global business, the executor of the estate must provide the following to NuVi Global: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to NuVi Global specifying to whom the business and income should be transferred.

#### **4.28.2 - Transfer Upon Incapacitation of a Representative**

To effectuate a transfer of a NuVi Global business because of incapacity, the successor must provide the following to NuVi Global: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the NuVi Global business; and (3) a completed Representative Agreement executed by the trustee.

#### **4.29 - Telemarketing Techniques**

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although NuVi Global does not consider Representatives to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your

inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

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

- ❖ If the Representative has an established business relationship with the prospect. An “established business relationship” is a relationship between a Representative and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Representative, or a financial transaction between the prospect and the Representative, within the eighteen (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 Representative, within the three (3) months immediately preceding the date of such a call.
- ❖ If the Representative receives written and signed permission from the prospect authorizing the Representative to call. The authorization must specify the telephone number(s) which the Representative 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 within the preceding three months. Bear in mind, however, that if you engage in “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.
- ❖ Representatives shall not use automatic telephone dialing systems or software relative to the operation of their NuVi Global businesses.
- ❖ Representatives shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the NuVi Global products, services or opportunity.

#### **4.30 - Back Office Access**

NuVi Global makes online back offices available to its Representatives. Back offices provide Representatives access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Representative's NuVi Global business and to increase sales of NuVi Global products. However, access to a back office is a privilege, and not a right. NuVi Global reserves the right to deny Representatives' access to the back office at its sole discretion.

#### **4.31 - Unauthorized Communication**

In the excitement and enthusiasm of working his or her NuVi Global business, a Representative may attempt to contact the Company's vendors, suppliers, or advisors with questions or ideas. Any such communication without the Company's prior written consent is strictly prohibited. Vendors, suppliers, and advisors are often not set up to handle a large volume of contacts. Equally important, we must respect their rights to privacy. Questions regarding any of these Entities may be directed to Field Support.

## **SECTION 5 - RESPONSIBILITIES OF REPRESENTATIVES**

### **5.1 - Change of Address, Telephone, and E-Mail Addresses**

To ensure timely delivery of products, support materials, commission, and tax documents, it is important that the NuVi Global's files are current. Street addresses are required for shipping since UPS and FedEx cannot deliver to a post office box. Representatives planning to change their e-mail address or move must send their new address and telephone numbers to NuVi Global's Corporate Offices to the attention of the Customer Services Department. To guarantee proper delivery, two (2) weeks advance notice must be provided to NuVi Global on all changes. In the alternative, a Representative's whose contact information changes may amend their contact information through their Representative Back Office.

### **5.2 - Continuing Development Obligations**

#### **5.2.1 - Ongoing Training**

Any Representative who sponsors another Representative into NuVi Global must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her NuVi Global business. Representatives must have ongoing contact and communication with the Representatives 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 Representatives to NuVi Global meetings, training sessions, and other functions. Upline Representatives are also responsible to motivate and train new Representatives in NuVi Global product knowledge, effective sales techniques, the NuVi Global Compensation Plan, and compliance with Company Policies and Procedures and applicable laws. Communication with and the training of downline Representatives must not, however, violate Sections 4.1 and/or 4.2 (regarding the development of Representative-produced sales aids and promotional materials).

Representatives should monitor the Representatives in their Downline Organizations to guard against downline Representatives making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

### **5.2.2 - Increased Training Responsibilities**

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

### **5.2.3 - Ongoing Sales Responsibilities**

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

## **5.3 - Nondisparagement**

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

## **5.4 - Providing Documentation to Applicants**

Representatives must provide the most current version of the Policies and Procedures and

the Compensation Plan to individuals whom they are sponsoring to become Representatives before the applicant signs a Representative Agreement, or ensure that they have online access to these materials.

## **SALES REQUIREMENTS**

### **5.5 - Product Sales**

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

Representatives must satisfy the Personal Volume and Group Sales Volume requirements to fulfill the requirements associated with their rank as specified in the NuVi Global Compensation Plan. "Personal Sales Volume" includes purchases made by the Representative and purchases made by the Representative's personal Customers. "Group Volume" shall include the total Sales Volume of all Representatives in his or her marketing organization, but shall not include the Representative's Personal Sales Volume.

### **5.6 - No Territory Restrictions**

There are no exclusive territories granted to anyone.

### **5.7 - Sales Receipts**

All Representatives must provide their retail customers with two copies of an official NuVi Global sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Representatives must maintain all retail sales receipts for sales to their retail customers for a period of two years and furnish them to NuVi Global at the Company's request. Records documenting the purchases of Representatives' Direct and Preferred Customers will be maintained by NuVi Global.

## **SECTION 6 - BONUSES AND COMMISSIONS**

### **6.1 - Bonus and Commission Qualifications and Accrual**

A Representative must be active and in compliance with the Agreement to qualify for

bonuses and commissions. So long as a Representative complies with the terms of the Agreement, NuVi Global shall pay commissions to such Representative in accordance with the Marketing and Compensation plan. The minimum amount for which NuVi Global will issue a commission is \$20. If a Representative's bonuses and commissions do not equal or exceed \$20, the Company will accrue the commissions and bonuses until they total \$20. Payment will be issued once \$20 has been accrued. Notwithstanding the foregoing, all commissions owed a Representative, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of a Representative's business.

## **6.2 - Adjustment to Bonuses and Commissions**

### **6.2.1 - Adjustments for Returned Products**

Representatives receive bonuses, commissions, or overrides based on the actual sales of products to end consumers. When a product is returned to NuVi Global for a refund or is repurchased by the Company, any of the following may occur at the Company's discretion: (1) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) will be deducted from payments to the Representative and upline Representatives who received bonuses, commissions, or overrides on the sales of the refunded product(s), in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered; (2) the Representative or upline Representatives who earned bonuses, commissions, or overrides based on the sale of the returned product(s) will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered; or (3) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) may be deducted from any refunds or credits to the Representative who received the bonuses, commissions, or overrides on the sales of the refunded product(s).

### **6.2.2 - Commission Payments**

The Company pays commissions through a third party company, which allows for deposit into direct bank account or debit card.

## **Reports**

All information provided by NuVi Global in 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 but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by NuVi Global or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NuVi Global AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY REPRESENTATIVE 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/OR 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 NuVi Global 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, NuVi Global 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 NuVi Global's online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to NuVi Global's online and telephone reporting services and your reliance upon the information.

## **SECTION 7 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE**

### **7.1 - Product Guarantee and Rescission**

NuVi Global offers a 100% thirty (30) day money-back satisfaction guarantee (less shipping charges) to all Preferred and Direct Customers, retail customers. NuVi Global offers its Representatives a money back guarantee on products returned within thirty (30) days from the date of sale, less a 10% restocking, shipping, and handling fees. Products shipped directly to a



Preferred or Direct Customer by the Company must be returned to the Company and the refund will be issued to the Customer by the Company. Products delivered to a retail customer by a Representative must be returned to the selling Representative, and it shall be the responsibility of the Representative to issue the refund to his or her retail customer. Every Representative is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any NuVi Global product, the retail customer may return the unused portion of the product to the Representative from whom it was purchased, within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (less shipping costs). This product satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping costs are not refundable.

If a Representative returns more than five shipments or \$250 for a refund in any twelve (12) consecutive month period, the request will constitute the Representative's voluntary termination of his/her Representative Agreement, and the refund will be processed as an inventory repurchase pursuant to Section 8.3, and the Representative's Agreement will be terminated and his or her NuVi Global business will be cancelled.

## **7.2 - Rescission**

### **7.2.1 - Retail Customers**

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

### **7.2.2 - Direct and Preferred Customers**

Representatives notify their Direct and Preferred Customers that they have three business days (5 business days for Alaska residents and fifteen (15) business days in North Dakota for Individuals age 65 and older) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Representatives should also notify their Direct Customers and Preferred Customers about these time limits at the time they enroll as a Direct Customer or Preferred Customer and place their first order. Products shipped directly to a Preferred or Direct Customer by the Company must be returned to the Company and the refund will be issued to the Customer by

the Company. Direct and Preferred Customers may contact the Company for a “call tag” that will provide return shipping back to the Company at no cost to the Customer.

### **7.2.3 - Informing Customers**

Representatives ***MUST*** verbally inform their customers (retail, Direct, and Preferred) of this right of rescission, they ***MUST*** provide their retail customers with TWO copies of a retail receipt at the time of the sale, and ***MUST*** point out this cancellation right stated on the receipt. If a Customer places an order online, the Company will provide the Customer with the receipt. Representatives must ensure that the date of the order or purchase is entered on the Retail Sales Receipt. All retail customers must be provided with two copies of an official NuVi Global Retail Sales Receipt at the time of the sale. The back of the receipt provides the customer with written notice of his or her rights to cancel the sales agreement.

### **7.3 - Return of Inventory and Sales Aids by Representatives Upon Termination**

Upon termination of a Representative’s Agreement, the Representative may return Starter Kits, promotional items, and sales aids that he or she personally purchased from NuVi Global (purchases from other Representatives or third parties are not subject to refund) that are in Resalable (see Definition of “Resalable” below) condition and which have been purchased within one year prior to the date of termination. Upon receipt of a Resalable Starter Kit and/or Resalable promotional items and sales aids, the Representative will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping and handling charges incurred by a Representative when the Starter Kit, promotional items or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If a Representative was paid a commission, rebate, or any other form of compensation based on a promotional item(s) that he or she purchased, and such promotional item (s) is/are subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid based on that promotional items purchase will be deducted from the amount of the refund.

promotional items and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and (4) they are returned to NuVi Global within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

### **7.4 - Procedures for All Returns**

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

- ❖ All merchandise must be returned by the Representative or customer who purchased it directly from NuVi Global.
- ❖ The return is accompanied by:
  - A signed statement from the retail customer identifying the reason for the return;
  - A copy of the original retail sales receipt; and
  - The name, address and telephone number of the retail customer
  - The unused portion of the product in its original container.
- ❖ Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to NuVi Global shipping pre-paid. NuVi Global does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Representative. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Representative to trace the shipment.
- ❖ If a Representative is returning merchandise to NuVi Global that was returned to him or her by a personal retail customer, the product must be received by NuVi Global within ten (10) days from the date on which the retail customer returned the merchandise to the Representative, and must be accompanied by the sales receipt the Representative gave to the customer at the time of the sale.

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

### **7.5 - Refused Shipments**

If a Representative refuses delivery on any order he or she has placed with the Company and such product is subsequently returned to Company, Company shall have the right to place that Representative on suspension pending resolution of the refusal of delivery. Neither a Representative nor a consumer shall refuse any shipment from Company unless prior approval of the Company has been obtained.

## **SECTION 8 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **8.1 - Disciplinary Sanctions**

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive

or unethical business conduct, or any act or omission by a Representative that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Representative's NuVi Global business), may result, at NuVi Global's discretion, in one or more of the following corrective measures:

- ❖ Issuance of a written warning or admonition;
- ❖ Requiring the Representative 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;
- ❖ NuVi Global may withhold from a Representative all or part of the Representative's bonuses and commissions during the period that NuVi Global is investigating any conduct allegedly violative of the Agreement. If a Representative's business is canceled for disciplinary reasons, the Representative will not be entitled to recover any commissions withheld during the investigation period;
- ❖ Suspension of the individual's Representative Agreement for one or more pay periods;
- ❖ Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of a Representative (which may subsequently be re-earned by the Representative);
- ❖ Transfer or removal of some or all of a Representative's downline Representatives from the offending Representative's downline organization.
- ❖ Involuntary termination of the offender's Representative Agreement;
- ❖ Suspension and/or termination of the offending Representative's NuVi Global website or website access;
- ❖ Any other measure expressly allowed within any provision of the Agreement or which NuVi Global deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Representative's policy violation or contractual breach;
- ❖ In situations deemed appropriate by NuVi Global, the Company may institute legal proceedings for monetary and/or equitable relief.

## **8.2 - Grievances and Complaints**

When a Representative has a grievance or complaint with another Representative regarding any practice or conduct in relationship to their respective NuVi Global businesses, the complaining Representative 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 involves interpretation or violation of Company policy, it must be reported in writing to the Representative Services Department at the Company. The Representative Services Department will review the

facts and attempt to resolve it.

### 8.3 - Mediation

Prior to instituting an arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within sixty (60) days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in the City of Rancho Cucamonga, California, and shall last no more than two business days.

### 8.4 - Arbitration

If mediation is unsuccessful, **any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. The Parties waive all rights to trial by jury or to any court.** The arbitration shall be filed with, and administered by, the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures. The *Commercial Arbitration Rules and Mediation Procedures* of the AAA are available on the AAA's website at [www.adr.org](http://www.adr.org). The *Streamlined Arbitration Rules & Procedures* are available on the JAMS website at [www.jamsadr.com](http://www.jamsadr.com). Copies of AAA's *Commercial Arbitration Rules and Mediation Procedures* or JAM's *Streamlined Arbitration Rules & Procedures* will also be emailed to Representatives upon request to NuVi Global's Legal Department.

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

- ❖ The Federal Rules of Evidence shall apply in all cases;
- ❖ The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- ❖ The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- ❖ The arbitration shall occur within one hundred eighty (180) days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- ❖ The Parties shall be allotted equal time to present their respective cases, including cross-examinations.

All arbitration proceedings shall be held in Rancho Cucamonga, California. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The arbitration shall occur within one hundred eighty (180) days from the date on which the arbitration is filed, and shall last no more than five business days. The parties shall be allotted equal time to present their respective cases. 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 arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- ❖ The substance of, or basis for, the controversy, dispute, or claim;
- ❖ The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- ❖ The terms or amount of any arbitration award;
- ❖ The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either party 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 its intellectual property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

## **8.5 - Governing Law, Jurisdiction, and Venue**

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in the county and state in which the Representative resided at the time at which the alleged cause or causes of action first arose. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the state in which the Representative resided at the time at which the alleged cause or causes of action first arose shall govern all other matters relating to or arising from the Agreement.

### **8.5.1 - Louisiana Residents**

Notwithstanding the foregoing, and the arbitration provision in Section 9.4, residents of the State of Louisiana shall be entitled to bring an action against NuVi Global in their home forum and pursuant to Louisiana law.

## SECTION 9 - PAYMENTS

### 9.1 - Sales Taxes

NuVi Global is required to charge sales taxes on all purchases made by Representatives and Customers, and remit the taxes charged to the respective states. Accordingly, NuVi Global will collect and remit sales taxes on behalf of Representatives, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If a Representative has submitted, and NuVi Global has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Representative (unless the state in question does not accept a Sales Tax Exemption Certificate and Sales Tax Registration License from a direct selling independent contractor). Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by NuVi Global is not retroactive.

## SECTION 10 - INACTIVITY, RECLASSIFICATION, AND TERMINATION

### 10.1 - Effect of Termination

So long as a Representative remains active and complies with the terms of the Representative Agreement and these Policies and Procedures, NuVi Global shall pay commissions to such Representative in accordance with the Compensation Plan. A Representative's bonuses and commissions constitute the entire consideration for the Representative's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Representative's non-renewal of his or her Representative Agreement, termination for inactivity, or voluntary or involuntary termination of his or her Representative Agreement (all of these methods are collectively referred to as "termination"), the former Representative shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. **A Representative whose business is cancelled will lose all rights as a Representative. This includes the right to sell NuVi Global products and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Representative's former downline sales organization. In the event of**

termination, Representatives agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following a Representative's termination of his or her Representative Agreement, the former Representative shall not hold himself or herself out as a NuVi Global Representative and shall not have the right to sell NuVi Global products. A Representative whose business is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

## **10.2 - Termination Due to Inactivity**

### **10.2.1 - Failure to Meet PV Quota**

If a Representative fails to personally generate at least 39 PV for six consecutive months, his or her Representative Agreement shall be reclassified as a Retail Customer.

### **10.2.2 - Reclassification Following Termination Due to Inactivity**

If a Representative is cancelled for inactivity, his or her Representative Agreement will be terminated. If he or she is on the Company's autoship program, the autoship agreement shall remain in force with Representative Pricing. If the former Representative was not on autoship, he or she will be entitled to continue purchasing products directly from the company at the Customer retail price.

## **10.3 - Involuntary Termination**

A Representative's violation of any of the terms of the Agreement, including any amendments that may be made by NuVi Global in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary termination of his or her Representative Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Representative's last known address, email address, or fax number, or to his/her attorney, or when the Representative receives actual notice of termination, whichever occurs first.

NuVi Global reserves the right to terminate all Representative Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.



## **10.4 - Voluntary Termination**

A participant in this network marketing plan 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 Representative's signature, printed name, address, and Representative I.D. Number. If a Representative is also on the Autoship program, the Representative's Autoship order shall continue unless the Representative also specifically requests that his or her Autoship Agreement also be canceled.

## **10.5 - Non-renewal**

A Representative may also voluntarily cancel his or her Representative Agreement by failing to renew the Agreement on its anniversary date or by failing to pay his/her annual renewal fee. The Company may also elect not to renew a Representative's Agreement upon its anniversary date.

# **SECTION 11 - DEFINITIONS**

**Active Customer** — A Preferred or Retail Customer who purchases NuVi Global products during a particular month.

**Active Representative** — A Representative who satisfies the minimum Personal Sales Volume requirements, as set forth in the NuVi Global Policies and Procedures.

**Affiliated Party** - A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

**Agreement** - The contract between the Company and each Representative includes the Representative Application and Agreement Terms and Conditions, the NuVi Global Policies and Procedures, the NuVi Global Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by NuVi Global in its sole discretion. These documents are collectively referred to as the "Agreement."

**Cancel** — the termination of a Representative's business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

**Downline** — Your downline (or downline organization) consists of the Representatives you personally enroll or sponsor (your first level Representatives), the Representatives that first level Representatives enroll or sponsor, as well as the Representatives that are subsequently enrolled or sponsored beneath them.

**Downline Leg** — Each one of the individuals personally enrolled immediately underneath you and their respective marketing organizations represents one “leg” in your marketing organization.

**Enroll** — The act of introducing a prospective Representative to NuVi Global and assisting them to execute a Representative Application and Agreement and thereby become a NuVi Global Representative. (Also see the definition of “Sponsor.”) These activities are called “enrolling.”

**Group Volume** — The commissionable value of the products purchased by the Customers and Representatives in the downline of a particular Representative.

**Immediate Household** — Spouses, heads-of-household, and dependent family members residing in the same residence.

**Level** — The layers of downline Customers and Representatives in a particular Representative’s downline. This term refers to the relationship of a Representative relative to a particular upline Representative, determined by the number of Representatives between them who are related by sponsorship. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A’s fourth level.

**Official NuVi Global Material** — Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by NuVi Global to Representatives.

**Paid As Rank** — The term “paid as rank” refers to the current rank of a Representative, as determined by the NuVi Global Compensation Plan, for a particular pay period. To be considered “paid as” relative to a particular rank, a Representative must meet the criteria set forth in the NuVi Global Compensation Plan for his or her respective rank. (*See the definition of “Rank” below.*)

**Personal Production** — Moving NuVi Global products or services to an end consumer for actual use.

**Personal Volume** — The commissionable value of products purchased by: (1) the Representative; and (2) the Representative’s personally-enrolled Preferred Customers..

**Rank** — The “title” that a Representative holds pursuant to the NuVi Global Compensation Plan. “Title Rank” refers to the highest rank a Representative has achieved in the NuVi Global compensation plan at any time. “Paid As” rank refers to the rank at which a Representative is

qualified to earn commissions and bonuses during the current pay period.

**Recruit** — For purposes of NuVi Global's Conflict of Interest Policy (Section 4.11), the term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another NuVi Global Representative or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

**Replicated Website** – A website provided by NuVi Global to Representatives which utilizes website templates developed by NuVi Global.

**Resalable** — Promotional Items and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) it is returned to NuVi Global within one year from the date of purchase. Products shall be deemed "resalable" if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) it is returned to NuVi Global within 30 days from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**Retail Customer** — An individual who purchases NuVi Global products from or through a Representative but who is not a participant in the NuVi Global compensation.

**Retail Sales** – Sales to a Retail Customer.

**Social Media** - Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, chat rooms, Facebook, Instagram, MySpace, Twitter, LinkedIn, Delicious, and YouTube.

**Sponsor** — A Representative who enrolls a Customer or another Representative into the Company, and is listed as the Sponsor on the Representative Application and Agreement. The

act of enrolling others and training them to become Representatives is called “sponsoring.”

Starter Kit — A selection of NuVi Global training materials and business support literature, and Representative replicated website that each new Independent Marketing Representative is required to purchase.

Upline — This term refers to the Representative or Representatives above a particular Representative in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Representative to the Company.