

**TruVision Health® dba TRUVY  
Associate Terms & Policies**

**1. The Agreement.** The term “Agreement” collectively refers to these Terms and Policies, the “TRUVY” Compensation Plan, and the “TRUVY” Business Entity Addendum (the Business Entity Addendum is only applicable to Associates who enroll as a business entity, in their current form and as may be amended in the future at the Company’s discretion). Independent Associates shall be referred to herein as “Associates.” TruVision Health, LLC dba TRUVY shall be referred to as “TRUVY” or the “Company.” Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

**2. Adherence to the Agreement.** Associates must comply with the Agreement. If you have not yet reviewed the Terms and Policies at the time you execute this Agreement, they are posted in your Associate Back-Office. You must review the Terms and Policies within five days from the date on which you execute this Agreement. If you do not agree to the Terms and Policies, your sole recourse is to notify the Company and cancel your TRUVY Agreement. Failure to cancel constitutes your acceptance of the Terms and Policies. You must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from TRUVY.

**3. Amendments to the Agreement.** The Company reserves the right to amend the Agreement at its discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions in each Associate’s Back-Office, but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. If you do not agree to any amendments, your sole recourse is to cancel your TRUVY Agreement.

**4. Associates’ Rights.** Associates for TRUVY:

- a. Have the right to sell, and solicit orders for, TRUVY products in accordance with these Terms and Policies. It is within the exclusive right of TRUVY to accept or reject orders submitted by Associates;
- b. Have the right to enroll others as TRUVY Associates;
- c. If qualified, have the right to earn commissions pursuant to the TRUVY Compensation Plan.

**5. Independent Contractor Status.** Associates are independent contractors and not employees, partners, legal representatives, or franchisees of TruVision Health, LLC dba TRUVY. Associates are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other business expenses. **ASSOCIATES SHALL NOT BE TREATED AS A TRUVY EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** TRUVY is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Associates’ compensation. Associates are not entitled to workers compensation or unemployment security benefits of any kind from TRUVY.

**6. Assignment of Rights and Delegation of Duties.** Associates may not assign any rights under the Agreement without the prior written consent of TRUVY, LLC. Any attempt to transfer or assign the Agreement without the express written consent of TRUVY renders the Agreement voidable at the option of TRUVY and may result in termination of your TRUVY business.

If the assets of TRUVY, or a controlling ownership interest in TRUVY, is transferred to a third party, TRUVY may assign its

rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.

**7. Waiver.** Any waiver, by either Party, of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

**8. Waiver of Right of Publicity.** Associates grant TRUVY an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Associates waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

**9. Minimum Age.** Persons under age 18 may not be Associates and no Associate shall knowingly recruit or sponsor, or attempt to recruit or sponsor, any person under age 18.

**10. Severance.** If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of an Associate against TRUVY shall not constitute a defense to TRUVY's enforcement of any term or provision of the Agreement.

**11. Term and Renewal of a TRUVY Business.** The term of this agreement is one year (subject to prior cancellation pursuant to the Terms and Policies). TRUVY reserves

the right to terminate all Associate Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels.

**A participant in this multilevel marketing program has a right to cancel at any time, regardless of reason.** To voluntarily cancel, the Associate must submit a signed Termination letter or the Termination Form via email: [Compliance@TRUVY.com](mailto:Compliance@TRUVY.com).

**12. Maryland Residents:** A participant may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase re-sellable goods; and the repurchase price shall be at least 90% of the original price paid by the participant.

**13. Puerto Rico Residents:** You may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the dealer in the development of the market of the properties or services. Your cancellation must be sent to the Company in writing and sent via registered mail. If you cancel under these conditions, the Company shall: (a) Reacquire the total of the products that you purchased from the Company which are in your possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to you not less than ninety percent (90%) of the original net cost of any services that you acquired from the Company; (c) Return 90% of any sum paid by you for the purpose of participating in the business.

**14. General Conduct.** Associates shall safeguard and promote the good reputation

of TRUVY and its products, and must avoid all illegal, deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. Associates shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, the following list is not a limitation on the standards of conduct to which Associates must adhere pursuant to this section, the following standards specifically apply to Associates' activities:

- a. Deceptive conduct is always prohibited. Associates must ensure that their statements are truthful, fair, accurate, and are not misleading;
- b. If an Associate's TRUVY business is cancelled for any reason, the Associate must discontinue using the TRUVY name, and all other TRUVY intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material;
- c. Associates may not represent or imply that any state or federal government official, agency, or body has approved or endorses TRUVY, its program, or products;
- d. Associates must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.

**15. Social Media.** In addition to meeting all other requirements specified in these Terms & Policies, should an Associate utilize any form of social media in connection

with his/her TRUVY business, including but not limited to blogs, Facebook, Twitter, LinkedIn, YouTube, or Pinterest, the Associate agrees to each of the following:

- a. Associates are responsible for the content of all material that they produce and all of their postings on any social media site, as well as *all* postings on any social media site that they own, operate, or control;
- b. Associates shall not make any social media postings, or link to or from any postings or other material that is sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party;
- c. No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media site must link only to the Associate's TRUVY replicated website, TRUVY's corporate website or an official TRUVY corporate social media page;
- d. It is each Associate's responsibility to follow the social media site's terms of use;
- e. Any social media site that is directly or indirectly operated or controlled by an Associate that is used to discuss or promote TRUVY's products, or the TRUVY opportunity

may not link to any website, social media site, or site of any other nature that promotes the products, services, or business program of any direct selling company other than TRUVY;

- f. If an Associate uses a social media page to promote his/her TRUVY business or TRUVY products, the Associate agrees that if his/her TRUVY business is cancelled for any reason, the former Associate will deactivate the social media page upon request from TRUVY;
- g. During the term of the Agreement and for 12 calendar months after the cancellation of an Associate's business for any reason, an Associate shall not take any action on any social media site on which they discuss or present, or have discussed or presented, TRUVY's products or the TRUVY business that may reasonably be foreseen to draw an inquiry from TRUVY's Associates relating to the Associate's other direct selling business activities or products. Violation of this provision shall constitute a violation of the nonsolicitation provision in Policy 28;
- h. If an Associate creates a page on any social media site to promote or relates to TRUVY, its products, or opportunity, the page may not promote or advertise the products or opportunity of any other network marketing business other than TRUVY and its products. If the Associate's TRUVY business is cancelled for any reason or if the Associate becomes inactive, the Associate must deactivate the page;
- i. Associates shall respect the privacy of other social media users. Associ-

ates shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming or bullying others.

**16. Associate Web Sites, Mobile Applications and Collateral Sales Tools.** Except mobile applications, Associates may create their own websites and other collateral sales tools to promote their TRUVY business or TRUVY's products and services (websites and collateral sales tools shall be collectively referred to as "Tools."), but such websites must comply with the following:

- a. Any external website must be directed to the Associate's replicated website to process sales and/or enrollments;
- b. The Tools must clearly and conspicuously identify the Associate who is using the Tools and must clearly and conspicuously disclose that he/she is a **TRUVY Independent Associate, and that the Tools are not TRUVY's corporate Tools**;
- c. Upon cancellation of an independent Associate's TRUVY Agreement for any reason, the former Associate must immediately discontinue using the Tools and/or making them available to other Associates;
- d. The Tools must exclusively promote TRUVY's products and TRUVY's opportunity;
- e. An Associate may sell Tools he/she develops to other Associates so long as they are sold at the developing Associate's cost. "Cost" shall include only those expenses incurred in developing a Tool for which the developing Associate provides a receipt showing a cash outlay that is specifically and exclusively attribut-

able to creating the Tool. “Cost” shall not include items for which no receipt is available to validate an expenditure by the Associate (by way of example and not limitation, overhead shall not be included in “cost”). The Company reserves the right, but disclaims the duty, to require that an Associate validate his/her “cost” before selling a Tool to other Associates.

**f. The Tools must comply with all provisions of these Terms & Policies.**

**17. Minimum Advertised Price.** Associates may sell TRUVY products at any price they choose. However, Associates may only advertise TRUVY merchandise at the suggested retail price specified on the official TRUVY price list and may not advertise special incentives to prospective buyers (including but not limited to free shipping). Any advertising or promotional material that can reasonably lead a prospective buyer to believe that an Associate is offering a discounted price or other benefit constitutes a violation of this policy.

**18. Trademarks and Copyrights. Trademarks and Copyrights.** The name “TRUVY” and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of TRUVY. The Company grants Associates a limited license to use its trademarks and trade names in promotional media for so long as the Associate’s Agreement is in effect. Upon cancellation of an Associate’s Agreement for any reason, the license shall expire, and the Associate shall immediately discontinue all use of the Company’s trademarks and trade names.

Under no circumstances may an independent Associate utilize any mark that is confusingly similar to any TRUVY mark and Independent Associates may not use any of

TRUVY’s trademarks or trade names (or confusingly similar names) in any email address, website domain name, social media handle, social media name or address. Notwithstanding this policy, independent Associates who post on any social media site must identify him/her self as an Independent Associate for TRUVY. For example, proper disclosure is:

John Doe  
TRUVY Independent Associate

TRUVY commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Associates, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Associates may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material is also copyrighted. Associates shall not copy any such materials for their personal or business use without the Company’s prior written approval.

**19. Sales Outlets.** To support the Company’s direct selling distribution channel and to protect the independent contractor relationship, Associates agree that they will not sell TRUVY products in any wholesale, warehouse, or discount establishment, or any online auction or buy-sell site (including but not limited to eBay) without prior written approval from TRUVY. Notwithstanding the foregoing, Associates may display and sell TRUVY products at professional trade shows.

**20. Service-Related Establishments.** Associates may promote and sell TRUVY products in service-related establishments. A service-related establishment is one whose

primary revenue is earned by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists and other health professionals; health clubs or fitness centers; beauty salons; and any other business where customer use of the establishment is controlled by membership or appointment. TRUVY reserves the right to make the final determination as to whether an establishment is service-related or is a proper place for the sale of its products.

**21. Change of Sponsor.** If an Associate wishes to change his/her Sponsor, he/she must cancel his/her business in writing, engage in no business activity for six calendar months, then re-enroll under a new Sponsor.

**22. Waiver of Claims.** In cases wherein an Associate improperly changes his/her sponsor, TRUVY reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Associate in either of his/her lines of sponsorship. **ASSOCIATES WAIVE ANY AND ALL CLAIMS AGAINST TRUVY, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM TRUVY'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ASSOCIATE WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.**

**23. Product Claims.** Associates must not make claims, including but not limited to testimonials, about TRUVY's products or services that are not contained in official TRUVY literature or posted on TRUVY's official website. Under no circumstances shall any Associate state or imply that any TRUVY product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

**24. Weight Loss Testimonials.** If an Associate makes a weight loss testimonial in connection with TRUVY's products, the Associate must adhere to each of the following:

- a. The Associate making the testimonial must clearly and conspicuously disclose that he/she is an independent Associate for TRUVY;
- b. The testimonial must be true and accurate, and must disclose all additional material information that impacted his/her weight loss (*e.g.*, changes in lifestyle or exercise habits, use of diet pills, etc.);
- c. No testimonial may be made relating to use of the Company's products and their impact on the any weight-related illness suffered by the individual making the testimonial, including but not limited to diabetes claims and cholesterol reduction claims.

**25. Income Claims.** When presenting or discussing the TRUVY opportunity or Compensation Plan to a prospective Associate, Associates may not make income projections, income claims, income testimonials, or disclose their TRUVY income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other TRUVY Associate. Nor may Associates make "lifestyle" income claims. A "lifestyle" income claim is a statement or depiction that infers or states that the Associate is able to enjoy a luxurious or successful lifestyle due to the income they earn from their TRUVY business. Examples of prohibited lifestyle claims include, but are not limited to, representations (either through audio or visual medium) that an Associate was able to quit his/her job, acquire expensive or luxury material possessions, or travel to exotic or expensive destinations.

**26. Compensation Plan and Program Claims.** When presenting or discussing the TRUVY compensation plan, you must make it clear to prospects that financial success in TRUVY 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, but are not limited to:

- a. It's a turnkey system.
- b. The system will do the work for you.
- c. Just get in and your downline will build through spillover.
- d. Just join and I'll build your downline for you.
- e. The Company does all the work for you.
- f. You don't have to sell anything.
- g. All you have to do is buy your products every month.

The above are just examples of improper representations about the compensation plan and the Company's program. 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 an Associate without commitment, effort, and sales skill.

**27. Media Inquiries.** Associates must not interact with the media regarding the TRUVY business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to TRUVY's marketing department.

**28. Nonsolicitation.** TRUVY Associates are free to participate in other network marketing programs. However, during the term of this Agreement and for one year thereafter, with the exception of an Associate's personally sponsored downline, an Associate may not directly or indirectly recruit other Associates for any other network marketing business. The term "Recruit" means the di-

rect or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another Associate to enroll or participate in another network marketing opportunity. This conduct constitutes recruiting even if the Associate's actions are in response to an inquiry made by another Associate or customer.

If an Associate is engaged in another network marketing program, it is the responsibility of the Associate to ensure that his or her TRUVY business is operated entirely separate and apart from all other businesses and/or network marketing programs. To this end, the Associate must not:

- a. Display TRUVY promotional material, sales aids, or products with or in the same location as, any non-TRUVY promotional material or sales aids, products or services (Pinterest and similar social media sites are exempt from this provision);
- b. Offer the TRUVY opportunity, products or services to prospective or existing customers or Associates in conjunction with any non-TRUVY program, opportunity or products;
- c. Offer, discuss, or display any non-TRUVY opportunity, products, services or opportunity at any TRUVY-related trunk-show, meeting, seminar, convention, webinar, teleconference, or other function.

**29. Confidential Information.** "Confidential Information" includes, but is not limited to, the identities, contact information, and/or sales information relating to TRUVY's Associates and/or customers: (a) that is contained in or derived from any Associates' respective Associate Back-Office; (b) that is derived from any reports issued by TRUVY to Associates to assist them in operating and managing their TRUVY business; and/or (c) to which an Associate would not have access or would not have acquired but for

his/her affiliation with TRUVY. Confidential Information constitutes proprietary business trade secrets belonging exclusively to TRUVY and is provided to Associates in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Associate's use in building and managing his/her Independent TRUVY business. TRUVY recognizes that some Associates seek out social media "influencers" to promote TRUVY products. Associates shall not share TRUVY'S Confidential Information with any influencer.

**30. Handling Personal Information.** If you receive Personal Information from or about prospective Associates or customers, it is your responsibility to maintain its security. You should shred or irreversibly delete the Personal Information of others once you no longer need it. Personal Information is information that identifies, or permits you to contact, an individual. It includes a customer's, potential customers, Associates and prospective Associates' name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.

**31. Bonus Buying.** Bonus buying is strictly prohibited. Bonus buying is the purchase of merchandise for any reason other than *bona fide* resale or use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by *bona fide* product purchases by end user consumers for actual use.

**32. Limitations on Associate and Household Businesses.** Associates may own, operate, control, or have an interest in, only one TRUVY business, and there may be only one TRUVY business in a household. A "household" is defined as spouses or couples, and dependent children of one or both spouses or couples, living in the same home

of the spouses or member of the couple, as well as dependent children of either spouse or member of the couple, while attending school away from home.

**33. Actions of Third-Parties.** If a third party acting on behalf of, or with the active or passive assistance or knowledge of an Associate engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the Associate. "Knowledge" of misconduct is not limited to actual knowledge. If an Associate engages in acts or omissions that the Associate knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Associate, the Associate shall be deemed to have knowledge of the violation.

**34. Tampering With Product Packaging.** TRUVY products must be sold in their original packaging. Associates shall not alter the original packaging or labeling.

**35. Negative Comments.** Complaints and concerns about TRUVY should be directed to the customer Service Department. Associates must not disparage, demean, or make negative remarks to third parties or other Associates about TRUVY, its owners, officers, directors, management, other TRUVY Associates, the Marketing and Compensation plan, or TRUVY's directors, officers, or employees. Disputes or disagreements between any Associate and TRUVY shall be resolved through the dispute resolution process, and the Company and Associates agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum.

**36. Sales Receipts.** Associates must provide their retail customers that purchase merchandise directly from the Associate with **two copies** of an official TRUVY sales receipt at the time of the sale and advise them of the three day right to rescind the transaction, which is set forth on the receipt.

**37. Adjustment to Bonuses and Commissions.** Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned to TRUVY for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company. Unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commission is recovered, from the upline Associates who received bonuses and commissions on the sales of the refunded products. Likewise, it is the responsibility of an Associate to issue a refund to a customer, but TRUVY issues the refund, the Company may deduct the amount refunded to the customer from the Associate's subsequent bonuses and commissions.

TRUVY reserves the right to withhold or reduce any Associate's compensation as it deems necessary to comply with any garnishment or court order directing TRUVY to retain, hold, or redirect such compensation to a third party.

**38. Return of Merchandise and Sales Aids by Associates Upon Cancellation or Termination.** Within 30 days from the cancellation or termination of an Associate's Agreement, the Associate may return products and Sales Tools that he or she personally purchased from TRUVY within 12 months prior to the date of cancellation (the one-year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming and Puerto Rico) so long as the goods are in currently marketable condition and are returned to the Company within 30 days from the date of the Associate's cancellation or termination. Upon the Company's timely receipt of returned goods and confirmation that they are in currently marketable condi-

tion, the Associate will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently marketable condition. Back Office and Replicated website fees are not refundable except as may be required under applicable state law.

**39. Montana Residents:** A Montana resident may cancel his or her Associate Agreement within 15 days from the date on which this application is submitted and may return his or her sales kit within such time and is entitled to a full refund for the sales kit and for any other consideration he/she paid within such time period to participate in the program.

**40. Louisiana, Massachusetts and Wyoming Residents:** If you cancel your Associate Agreement, upon receipt of your written request, TRUVY will refund 90% of the costs you have incurred to participate in the program during the current year.

**41. Other Cancellation Rights.** Customers and newly enrolled Associates have three business days within which to cancel their initial purchase and obtain a full refund. Residents of Alaska have five business days and residents of North Dakota age 65 and over have 15 days to cancel and receive a full refund. An explanation of these rights is explained on the sales receipt.

**42. Disciplinary Sanctions.** Violation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any

act or omission by an Associate that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the Associate's TRUVY business, and/or any other disciplinary measure that TRUVY deems appropriate to address the misconduct. In situations deemed appropriate by TRUVY, the Company may institute legal proceedings for monetary and/or equitable relief.

**43. Indemnification.** Associates agree to indemnify TRUVY for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that TRUVY incurs resulting from or relating to any act or omission by Associate that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. TRUVY may elect to exercise its indemnification rights through withholding any compensation due the Associate. This right of setoff shall not constitute TRUVY's exclusive means of recovering or collecting funds due TRUVY pursuant to its right to indemnification.

**44. Effect of Cancellation.** An Associate whose business is cancelled for any reason will lose all Associate rights, benefits and privileges. This includes the right to represent yourself as an Independent TRUVY Associate, to sell TRUVY products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the Associate and the Associate's former downline sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable, Associate Back-Office, replicated website or renewal fees if an Associate's business is cancelled.

**45. Voluntary Cancellation.** A participant in this network-marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business ad-

dress or by cancelling his/her business via email at [Compliance@TRUVY.com](mailto:Compliance@TRUVY.com). The written notice must include the Associate's signature, printed name, address, and Associate I.D. Number.

**46. Cancellation for Inactivity.** If an Associate fails to earn a commission for six consecutive months, his/her Associate Agreement and TRUVY business may be cancelled for inactivity. If an Associate is also on the customer Smartship, the Associate's Smartship order shall continue unless the Associate specifically requests that his or her Smartship order also be canceled. The former Associate shall be reclassified as a retail customer.

**47. Business Transfers.** Associates in good standing who wish to sell or transfer their business must receive TRUVY's prior written approval before the business may be transferred. Requests to transfer a business must be submitted in writing to the Associate Education & Conduct Department at [Compliance@TRUVY.com](mailto:Compliance@TRUVY.com). It is within TRUVY's discretion whether to allow a business sale or transfer, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation may be transferred unless and until the disciplinary matter is resolved. Prior to transferring a business to a third party, the Associate must offer TRUVY the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.

**48. Transfer Upon an Associate's Death.** An Associate may devise his/her business to his/her heirs. Because TRUVY cannot divide commissions among multiple beneficiaries or transferees. The beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.), and TRUVY will transfer the business and issue commissions to the business entity. In the

case of a business transfer via testamentary instrument, the beneficiary of the business must provide TRUVY with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a TRUVY Associate Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

**49. Business Distribution Upon Divorce.** TRUVY is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. TRUVY will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the TRUVY business must also execute and submit a TRUVY Associate Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

**50. Dissolution of a Business Entity.** TRUVY is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that a business entity that operates a TRUVY business dissolves, the owners of the business entity must instruct the Company on the identity of the proper party who is to receive the business. The TRUVY business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the business entity; the Company cannot divide the business among multiple parties or issue separate commission payments. If the business entity wishes to sell or transfer its TRUVY business, it must do so pursuant to policy 48. In addition, the recipient of the TRUVY business must also execute and

submit a TRUVY Associate Agreement to the Company within 30 days from the date of the dissolution of the business entity or the TRUVY business will be cancelled.

**51. Inducing Associates to Violate the Agreement.** Associates shall not directly or indirectly induce, encourage, or assist another Associate to violate the Agreement.

**52. Reporting Errors.** If an Associate believes that TRUVY has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the Associate's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While TRUVY shall use its best efforts to correct errors reported more than 60 days after the date of the error, TRUVY shall not be responsible to make changes or remunerate Associates for losses for mistakes that are reported more than 60 days after the mistake occurs.

**53. International Activities.** Associates may not sell TRUVY products or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business.

**54. Products Containing Hemp:** All orders for products containing Hemp will be processed through TRUVY Europe. Your credit card statement will reflect a charge from TRUVY Europe, whose address is Unit 3, Office 3 8 Bessel Lane Stapleford Nottingham United Kingdom NG9 7BX.

**55. Severance.** If any policy is determined to be unenforceable, only the unenforceable policy shall be severed from the Agreement and all remaining policies shall remain in full force and effect.