



## **Policies and Procedure**

### **1. General**

The Independent Brand Partner (“IBP”) Application, Agreement, and the Marketing Plan (collectively the “Agreement”) explains and governs the relationship between each IBP with ATTEVA (the “COMPANY”). Each IBP is required to read, understand, and comply with all terms and conditions of the Agreement. The Agreement shall constitute the entire understanding of the parties. All parts of this Agreement shall apply to the Registered Representative.

The Agreement is subject to revision by ATTEVA from time to time at its sole discretion. The Agreement shall govern all aspects of the relationships between ATTEVA and its IBP and Registered Representatives. The current Agreement is available on the ATTEVA website.

### **2. Becoming An IBP**

To become an IBP, a new applicant is required to read and agree to the terms of the Application and Agreement. The application should be accurately completed in its entirety and the applicant(s), including all partners, shareholders and equity owners, must agree to the terms of the Application and Agreement personally. Electronically submitted applications are considered as a received document. ATTEVA reserves the right to reject any Application at its sole discretion. Upon notification of acceptance by ATTEVA, the new IBP will be entered into the company computer and electronic business files. If there are any errors on an Application, IBPs should verify with the Company Support Department as soon as the error is discovered to avoid delays in any rights under the Agreement.

IBP/RAD UNDERSTANDS THAT ATTEVA’S PRIMARY OBJECTIVE IS CUSTOMER SALES AND CUSTOMER ACQUISITION AND THAT ALL COMMISSIONS ARE PAID ON PRODUCT SALES AND NOT RECRUITING.

Eligibility requirements to become an IBP are as follows:

A. Legal Age. Any individual who is of legal age and residing in a country where ATTEVA is doing business is eligible to become an IBP.

B. ID Number. An Identification Number is to be inserted on the Application. This number should be either the Individuals Social Security Number, a Federal Tax Identification Number, if applying as a business, or a government I.D., such as a



passport number. Incorrect Tax I.D. Numbers can result in a \$100 fine and/or termination.

C. Legal Entity. If an Applicant is a corporation, partnership or other legal entity, all shareholder(s) of the corporate applicant, all partner(s) of the partnership or all owners of the legal entity applicant must agree to the Application, a list of the names of each shareholder of the corporate Applicant, each partner of the partnership Applicant, or each owner if another legal entity must accompany the Application. All legal documentation should be submitted with the Application, including but not limited to, articles of incorporation or organization, partnership agreements, regulations, charters, licenses, shareholder agreements, partnership agreements, and other pertinent legal information. The Application can be rejected without such documentation.

D. Change of your enrolling. IBPs wishing to change their registering can do so only by resigning and then waiting one (6) months before reregistering with a different IBP.

E. Independent Contractors. IBPs are Independent Contractors. They are not franchisees, joint ventures, partners, employees, or agents of ATTEVA, and are prohibited from stating or implying whether orally or in writing, otherwise. IBPs have no authority to bind ATTEVA to any obligation. ATTEVA is not responsible for payment or co-payment of any employee benefits. IBPs are responsible for liability, health, disability, workmen's compensation and other insurance and for any other registration required by the laws of the country of residence of the IBP. IBPs set their own hours and determine how to conduct their COMPANY business and are responsible for their own management decisions subject to the Agreement. The reference to "position" is as it applies to IBP's participation in the Universal Plan (the Global compensation structure) and adherence to the Agreement.

### **3. Changes in IBP Status**

A. Death. Upon the death of an IBP, the rights and responsibilities of the IBP are passed on to the rightful heir(s) as determined by a court of competent jurisdiction. The heir(s) must also confirm in writing within ninety (90) days that he or she shall be bound by the terms and conditions of the Agreement.

B. Divorce. Upon divorce, ATTEVA must be notified as to which former spouse will assume ownership of the IBP position as determined by a court of competent jurisdiction. A change in the ownership of the IBP position will not take place until ATTEVA receives a copy of the divorce documentation. Should the party who does



not assume ownership of the IBP position desire to remain an IBP; he/she may do so by submitting a new IBP Application at the time the divorce documentation is submitted to ATTEVA. He/she shall then be entered as a new IBP under the original Enroller.

C. Marriage. If two (2) existing IBPs marry, they may maintain their separate IBP positions.

D. Dissolution of Corporate or IBP position. Upon the dissolution of a corporation or termination of a partnership which owns the IBP position, the ownership of the IBP position will be transferred pursuant to the agreement among the shareholders or partners or upon order of a court of competent jurisdiction upon written notification to ATTEVA. If one or more of the partners or shareholders in an IBP position terminates his/her on-going relationship with ATTEVA by leaving the partnership or disposing of his/her share of equity holdings, such parties, including the departing party, shall continue to be bound by the terms of the IBP Agreement. If a dispute arises over the disposition of the partnership interest, or assets, or share holdings or corporate assets, or the income from the IBP position, ATTEVA may suspend the IBP position and hold all commissions until the dispute over the disposition is resolved by agreement between the parties or by an order from a court of competent jurisdiction.

E. Sale of an IBP position or any rights, direct or indirect, relating to an IBP position may not be transferred by the IBP without prior written approval from ATTEVA, in its sole and absolute discretion. No sale will be approved unless it includes a covenant by the seller not to solicit his/her prior Group of IBPs for at least six (6) months after the effective date of the sale.

An IBP position or any right thereto which is under suspension, on probation, or subject to any disciplinary action or any investigation by or on behalf of ATTEVA, may not be sold or otherwise transferred while such condition continues.

The Purchase and Sale Agreement must include a provision in which the parties agree upon the ownership of the inventory of the IBP position upon the sale. ATTEVA shall not grant a refund on inventory from a person who sold his/her interest in an IBP position.

The seller may not reapply or purchase another company position for a period of twelve (12) months, either as an individual, partnership or corporation or other legal entity.



The purchaser of an IBP position shall be responsible for all acts or omissions of the seller in contravention of the Agreement for a period of six (6) months after the date of ATTEVA's approval of the sale or transfer. For purposes of this provision, the seller will be required to continue to comply with all post-termination obligations of the Agreement.

F. Mergers; Addition of Co-IBPs, Partners, Shareholders and/or Owners. Mergers will be permitted only between enroller and its first level. ATTEVA reserves the right in its sole and absolute discretion to approve or disapprove any proposed merger or admission of Co-IBPs, partners, shareholders, or other owners. The admission of a Co-IBP, partner, shareholder, or other owner must create a bona fide business relationship and must not involve the addition of inactive persons or of entities or other persons or entities which "pass through" income to others.

G. Withdrawal or Removal of Co-IBPs, Partners and/or Owners. If a Co-IBP, Partner or Owner is removed or withdrawn from the IBP position, the remaining IBP position shall be responsible for all acts or omissions in contravention of the Agreements, of those who have left the IBP position, for a period of six (6) months after the date of the departure of the Co-IBP, Partner, or Owner for purposes of this provision, the seller will be required to continue to comply with all terms post-termination obligations of the Agreement.

H. Name Change. An IBP may change the operating name of the IBP position by forwarding written notification to ATTEVA. The company reserves the right to request the Articles of Incorporation of a corporation or Partnership Agreement of a partnership, or any amendments pertaining thereto, as well as any other relevant documents or corporate or partnership documentation relating to ownership or control.

I. Changing your registering Representative. Except as set forth in Section 2 D, changing your registering Independent Licensed Distributor is not allowed. IBP marketing is a business built upon sales of products for consumption and upon the creation of relationships. Once an IBP is sponsored, ATTEVA believes in protecting this relationship to the fullest extent possible.

J. Suspension of Commission Payments. If there is any question over the disposition of the IBP position or the income from the IBP position (whether by reason of an event described in A through J or otherwise), ATTEVA may suspend the IBP position and hold all commissions and bonuses until the dispute over the disposition is resolved by agreement between the parties or by an order from a court of competent jurisdiction.



#### **4. Taxes and Governmental Reports**

A. Taxes. All IBP are personally responsible for all taxes due on any earnings from ATTEVA or on sales proceeds or earnings from selling ATTEVA's products. ATTEVA will provide a record of any and all moneys paid by company to each IBP and will issue and file such reports to governmental agencies or others as may be required by law. IBPs will not be treated as an employee of ATTEVA for US federal or state tax or National income tax purposes. To safeguard that no tax evasion can occur, the IBP, who is not a US resident, must give the Company a bank account in their country of residence to which ATTEVA can make payments of any amount due by ATTEVA to the IBP.

B. Sales Tax. ATTEVA provides the service of collecting sales tax at the time of purchase. No sales tax or VAT is foreseen on sales outside of the US. If such tax would be levied, the IBP will immediately inform ATTEVA, which will take appropriate action, including remitting, if needed the sales tax/VAT to the appropriate authority.

#### **5. ATTEVA Sale and Recruitment Policy**

A. Every IBP must have a Registered Representative. Each new prospect has the right to choose who he/she buys his/her ATTEVA products from. And shall IBP not unduly influence or in any way entice prospects with representations as to possible income or business development, or payment of any compensation by an IBP.

B. Dispute. ATTEVA recognizes the Registered Representative as the IBP shown on the first entered original IBP Application completed, dated, and electronically entered into ATTEVA's computer system.

C. Training. IBPs who sell ATTEVA products creating other IBPs must thereafter use their best efforts to provide an on-going basis, bona fide supervision and training of these IBPs and their sales group. This should include ongoing contact, communication, encouragement, and support of his/her sales organization.

#### **6. Placement Policy**

An IBP is solely responsible for allocating the priority of new Independent ATTEVA Distributors that they sell in the chain of distributorship. The distributor management tool is available in each IBP personalized Online Office. It is critical that the placement of a new IBP is correct at the time of the sale.



THE ORDER IN WHICH YOU RECORD THE IBP YOU SELL IS FINAL. THEY WILL NOT BE CHANGED.

ALL IBP PLACEMENTS ARE FINAL. THEY WILL NOT BE CHANGED.

## **7. Compensation Plan and Terms**

See corporate web site "Universal Compensation Plan" and future additions.

A. Commission Check Processing Fees A processing fee will be charged on all commission checks in the following amounts:

Check amount from \$1 to \$25.00 (\$2.00 Processing Fee)  
Check amount from \$26.00 and up (\$3.00 Processing Fee}

## **8. Limited Return Policy**

IBPs are not required to purchase.

Upon written request of the IBP made no later than the 30TH day from the date of purchase by IBP, COMPANY will refund the product purchase price minus all commissions earned by IBP and a check processing fee.

In order to start the refund process, please submit a ticket to [support@atteva.com](mailto:support@atteva.com).

## **9. Limited License**

ATTEVA has certain trademarks, service marks, trade names, slogans, symbols, and color schemes that are proprietary. Except for marketing materials, sample products, and advertising provided or sold to the IBPs by ATTEVA, the IBP shall not use or display such trademarks, service marks, trade names, slogans, symbols, and color schemes without ATTEVA's prior written permission. IBP acknowledges that any right to use ATTEVA's Marks and copyrighted materials in non-exclusive, and ATTEVA has the right and sole discretion to grant others the right to use such Marks and materials. IBP expressly recognizes that any and all good will affiliated with the Marks and copyrighted materials (including goodwill arising from IBPs use) inures directly and exclusively to the benefit of ATTEVA and is the property of ATTEVA, and that, on expiration or termination of this Agreement, no monetary amount shall be attributable to any goodwill affiliated with IBPs use of the Marks or copyrighted materials.



## 10. Advertising

Trademarks/Service Marks. IBPs shall not advertise ATTEVA's product or business opportunity in any way other than by use of authorized advertising or promotional materials made available to the IBP by ATTEVA.

A. IBPs are prohibited from using ATTEVA's trademarks, service marks, trade names, slogans, symbols, and color schemes in advertising in a manner that would suggest or imply that they are employed by or are agents of ATTEVA. All advertisements must provide the name of an IBP only. IBPs shall not make any representations as to potential income to be received by a prospective IBP.

B. No Reproduction. All ATTEVA materials, whether printed, on film or produced by audio or video recording are copyrighted and may not be reproduced in whole or in part by IBP or any other person unless authorized in writing by ATTEVA.

C. No Distribution. IBPs may not produce, use, or distribute any information relative to the contents, characteristics, or properties of company products which has not been provided directly by ATTEVA.

This includes but is not limited to print, audio, or online media.

D. Deceptive Materials. IBPs may not produce, sell, or distribute literature, films, audio recordings or video recordings which are deceptively similar in nature to those produced, published, and provided by ATTEVA for its IBPs. An IBP may not purchase, sell, or distribute non-company materials that imply or suggest that said materials originate from ATTEVA.

E. Approved Vendors. Any and all support materials, e.g. promotional and premium items are to be sold and/or distributed only by ATTEVA or company approved vendors.

F. Telephone Use. IBPs may not answer the telephone and/or use any telephonic message device in a way that would represent or imply that they are employed by or are agents of ATTEVA.

G. Listing of Name. IBP may be listed in telephone directories white or yellow pages as follows:

"Smith, Jane and John, Best In U, Inc., Inc.  
Independent Business IBPs, Address and/or Telephone Number"



H. 800 Numbers. An IBP may list any 1-800 number under the name of his/her IBP position, as an IBP, and must not represent that he/she is employed by or is an agent of ATTEVA.

I. Further Restrictions. ATTEVA prohibits the use of its trademarks, service marks, trade names, slogans or symbols or any of its product trade names or any copyrighted materials through telephonic devices, including computer networks, facsimile machines or other automatic calling devices for the purpose of soliciting potential IBPs or customers.

J. Media Opportunities. Media opportunities are not individual sales opportunities. All media opportunities must be referred to IBP Relations department. IBPs must not have any contact with the media unless prior written authorization is received from ATTEVA.

K. Donations. IBPs are permitted to make personal donations of product or funds to an organization or program provided they do not represent the donation as being from ATTEVA.

L. Media Coverage. Donations may not be made for the purpose of soliciting media coverage. If the media solicits coverage of an event, ATTEVA's IBP Relations department must be notified immediately to review the media opportunity.

M. Business Cards. An IBP may order business cards using the sample provided on the IBP Training Site. If an IBP's relationship with ATTEVA has terminated, he/she must immediately cease using and destroy all business cards utilizing ATTEVA trademarks, trade names, services marks, logos or color schemes.

N. Repackaging. IBP may not re-label, repackage, or modify ATTEVA's packaged or shipped materials in any way.

O. No Endorsements. No endorsements by a company officer or administrator or third parties may be asserted, except as expressly communicated in company literature and communications. Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, IBPs may not represent or imply, directly or indirectly, that ATTEVA's products or services have been approved or endorsed by any governmental agency.

P. Internet Policy. IBPs may not advertise or promote their IBP's business or ATTEVA's business, products or marketing plan or use ATTEVA's name in any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior





written approval of ATTEVA, whose approval may be withheld at its sole discretion. If written approval is given, IBPs must abide by the guidelines set forth by ATTEVA, including but not limited to the following: (i) IBPs shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor IBPs; (ii) IBPs operating on-line websites, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used and must follow any laws regulating the handling of personal data; (iii) IBPs sharing personal information collected on-line should provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, IBPs shall refrain from sharing such information; (iv) IBPs shall provide individual consumers the option to terminate any further communication between the IBPs and the consumer and if any consumer requests that an IBP cease communication, the IBP should immediately stop communicating upon such request; (v) IBPs must abide by all laws and regulations regarding electronic communications, including but limited to any provision requiring prior consent for unsolicited contacts via electronic media; (vi) IBPs may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed; (vii) IBPs may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or which could otherwise give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation; and (viii) IBPs/RADs may not send bulk unsolicited e-mails to persons who have not requested information. Spam is strictly prohibited.

Q. Sales Presentations. At sales presentations, IBPs shall truthfully identify themselves, their products, and the purpose of their business to prospective customers. IBPs may not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of products offered shall be accurate and complete including, but not limited to, with regard to price, terms of payment, right of withdrawal, refund rights, guarantees, and after-sales services and delivery. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. IBPs must immediately discontinue a demonstration or sales presentation upon the request of the consumer. IBPs shall not directly or by implication, denigrate any other company or product. IBP shall refrain from using comparisons which are likely to mislead, and which are incompatible to the principles of fair competition. Points of comparison shall not be unfairly selected and shall be based on facts which can be substantiated. IBP shall not abuse the trust of individual



consumers, shall respect the lack of commercial experience of consumers and shall not exploit a customer's age, illness, lack of understanding or lack of language expertise. RAD's may not systematically entice or solicit direct sellers from other direct selling organizations.

## **11. Delays**

ATTEVA shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riots, wars, fires, death, curtailment of Company's source of supply or services or government decrees.

## **12. Renewal**

The term of the IBP Agreement is one (1) year from the date of its acceptance by ATTEVA and will be automatically renewed at 39 USD additional charge each year as long as an IBP is active. The IBP Agreement must be renewed each year.

## **13. Conflicts of Interest And Confidentiality**

Conflict of Interest. Distributors are free to participate in other multilevel or network marketing business ventures. However, during the term of this agreement, distributors may not recruit other Company distributors or customers for any other network marketing business except their personally enrolled Distributors. Distributors may not engage in raiding of the Company or setting up mass migration of distributors into another Company. This will be considered tortuous business interference and the distributor will be liable for the economic damages incurred by the Company. Following the cancellation of this agreement for any reason, and for a period of six months thereafter, a former Distributor may not recruit any Company distributor or customer for another network marketing business if that distributor or customer was not a personally enrolled Distributor. The term recruit means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly or through a third party, another Company Distributor or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the Distributors actions are in response to an inquiry made by another Distributor or customer.

Confidentiality. During the term of the Agreement, ATTEVA may supply to IBPs confidential information, including, but not limited to customer lists, customer information developed by company or developed for and on behalf of ATTEVA by



IBPs, (including, but not limited to, customer and IBP profiles and product purchase information), IBP lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which ATTEVA may designate as confidential. All such information (whether in written or electronic form) is proprietary and confidential to company and is transmitted to IBPs in strictest confidence on a "need to know" basis for use solely in IBPs business with ATTEVA. IBPs must keep such information confidential and must not disclose any such information to any third party, directly, or indirectly. IBPs must not use the information to compete with company or for any purpose other than promoting ATTEVA's program and its products and services. Upon expiration, non-renewal or termination of the Agreement, IBPs must continue to keep such information confidential, discontinue the use of such confidential information and promptly return any confidential information in their possession and all copies thereof to ATTEVA.

#### **14. Product Order/Sales & Returns**

A. Cooling-Off Laws. Federal law grants a buyer the right to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers retail consumer sales of \$25 or more that occur away from the seller's main office. ATTEVA's online sales order form contains all legally required notices. In addition, IBPs site informs the buyer of the 30 day right to cancel at the time the buyer purchases the goods. Other countries may have other cooling-off regulations. IBPs must grant a right of withdrawal during the period required by such regulations, if longer than 30 days.

B. Other States. The following only applies to IBPs who are residents of Georgia, Louisiana, Maryland, Massachusetts, Wyoming, and any other state that may require the following:

An IBP in this IBP Marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to ATTEVA at its principal business address.

If an IBP have purchased products from the company or paid for administrative services during the term of Agreement, ATTEVA shall repurchase all unencumbered products and sales literature which are in reasonably resalable or reusable condition. (For residents in Maryland, ATTEVA's obligation to repurchase is only for three (3) months after receipt of unopened goods which are to be returned.) Such repurchase shall be at a price not less than 90 percent (90%) of the original net cost to the IBP returning the items. Original net cost shall mean the amount paid for the items less any consideration received by the IBP for sales of the items being returned made by



or through the IBP. Items are deemed “resalable or reusable” if they are returned in unused, commercially resalable condition upon return, and items no longer marketed must be returned within one (1) year of discontinuance unless ATTEVA informs the IBP of such discontinuance prior to purchase.

The repayment of all administrative fees and cost of services shall be at not less than 90 percent (90%) of the cost to the IBP of such fees and services and shall reflect all administrative services that have not, at the time of termination been provided to the IBP. ATTEVA shall further refund at not less than 90 percent (90%) of the cost to the IBP any other consideration paid by the IBP/RAD in order to participate in the program. The IBP shall be held responsible for all shipping expenses incurred in returning sales aid or literature to the company.

## **16. Errors or Questions**

If an IBP has questions about or believes any errors have been made regarding commissions, bonuses, Sales Group Activity Reports, or charges, the IBP must notify ATTEVA within thirty (30) days of the date of the unreported error or incident in question. ATTEVA will not be responsible for any errors, omissions or problems not reported to it within 30 days.

## **17. Roll-up of Vacated Id**

Upon cancellation or termination of IBP position, all individuals on the first level of the canceling or terminating IBP may move into the vacated position. Provided, however, in the event the IBP is involuntarily terminated for violation of company policies or other wrongful conduct, ATTEVA may first recoup any losses arising from the terminated IBPs conduct before all individuals on the first level of the terminated IBP move in to the vacated IBP position.

## **18. Continuing Development Obligations**

Any IBP who wishes to participate in ATTEVA’s IBP Marketing Plan must perform a bona fide supervisory function to ensure that his or her sales group is properly operating his or her ATTEVA business. IBP must have ongoing contact, communication, and management supervision with the IBPs in their Sales Organizations. Examples of such contact and supervision may include, but not limited to newsletters, written correspondence, personal meetings, telephone contact, voice mail and electronic mail and these contacts must not violate any part of the Agreement.



## **19. Non-disparagement**

IBPs must not disparage other company IBPs, ATTEVA's products/services, the Marketing and Compensation Plan, or ATTEVA's employees.

## **20. Objectionable Activity or Conduct**

IBPs may not distribute material, have written correspondence, telephone contact, voice mail and/or electronic mail that is or contains unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or which could otherwise give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.

## **21. Reporting Policy Violations**

IBPs observing a Policy or Agreement violation by another IBP should submit a written report of the violation directly to the attention of ATTEVA's Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

## **22. Dispute Resolution and Disciplinary Proceedings**

A. Disciplinary Sanctions. Violation of the Agreement, fraudulent, deceptive, or unethical business conduct by any IBP may result, at ATTEVA's discretion, in one or more of the following corrective measures:

1. Issuance of a written warning or admonition;
2. Requiring the IBP to take immediate corrective measures;
3. Imposition of a fine, which may be withheld from commission checks;
4. Loss of rights to one or more commission checks;
5. Any other measure which ATTEVA deems practicable to implement to equitably resolve injuries caused partially or exclusively by the IBPs policy violation or contractual breach.
6. Suspension of the individuals IBP position for one or more pay periods;



7. Involuntary cancellation of the offending IBP position;
8. Immediate removal of the IBP web site(s);
9. Any other measures expressly allowed within any provision of the Agreement or allowed by law;

The IBP is only entitled to a commission if he or she is not in violation of the Agreement.

B. Reconsideration. In the event an IBP is terminated and desires for his or her termination to be reconsidered, ATTEVA must receive the request for reconsideration in writing within 15 days from the date of notice of termination. If no request for reconsideration is received within the 15-day period, the termination will automatically be deemed final. If an IBP files a timely notice of request for reconsideration, ATTEVA will review the request for reconsideration and notify the IBP and the Ethics Committee of its decision within 10 days after receipt of the request for reconsideration. The decision of ATTEVA will be final and subject to no further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice. The Ethics Committee will consist of officers of the company and at times, as determined in ATTEVA's sole discretion, other IBP selected by ATTEVA.

C. Grievances and Complaints. When an IBP has a grievance or complaint with another IBP regarding any practice or conduct in relationship to their respective ATTEVA businesses, the complaining IBP should first report problem to their registering Distributor who should review the matter. If the matter cannot be resolved it must be reported in writing to the IBP Services Department at ATTEVA. The company will review the facts and resolve it.

D. Cost Effective Dispute Resolution/Waiver of Jury Trial.

1. If a dispute arises relating to any relationship between or among ATTEVA, its Officers, Employees, IBPs, Customers, or Vendors or arising out of any products or services provided by ATTEVA, it is expected that the parties will attempt in good faith to resolve any such dispute in amicable and mutually satisfactory manner.

In the event such efforts are unsuccessful, either Party may serve a notice of mediation on the other Party. Notice of Mediation shall be personally delivered or sent by prepaid registered airmail or air courier and shall be effective on receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed



by an officer or responsible official of the Party to whom it is addressed. The Notice of Mediation shall be dated, and without prejudice to any right under the Rules permitting subsequent modifications and shall specify the claims issues that are to be addressed in the mediation.

If differences cannot be resolved by mediation, the Parties agree that, in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to a trial by jury and settle their dispute by submitting the controversy to arbitration in accordance with the commercial rules of the American Arbitration Association ("A.A.A."), except that all Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure as those rules exist in the United States Federal Court for the District of Nevada.

The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. 1 et al, and the judgment upon the award rendered by the arbitrator may be entered by a court of competent jurisdiction thereof. If an IBP/RAD files a claim or counterclaim against ATTEVA, he or she may only do so on an individual basis through arbitration and not with any other IBP or as part of a class or consolidated action. Any substantive or procedural rights other than the enforceability of the arbitration agreement shall be governed by Nevada, without regard to Nevada conflict of law principles.

The Parties further expressly agree (a) the arbitrator shall only reach his or her decision by applying strict rules of law to the facts; (b) the arbitration shall be conducted in the English language, in Nevada;(c) the Party in whose favor the arbitration, including, but not limited to, attorneys fees and the cost and expense of administering the arbitration proceedings, as well as any costs and attorney's fees incurred in executing on or enforcing the arbitration award; and (d) the arbitral award shall be issued in Nevada, U.S.A.

Except as provided in this Section 21, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this dispute resolution policy, either Party may apply to a court of competent jurisdiction in Nevada to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive relief.



Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any mark, copyright, or other intellectual property or proprietary or confidential information of company without ATTEVA's prior written consent. ATTEVA may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to company. In addition to monetary damages, ATTEVA may obtain injunctive relief against any violation of the Agreement or misuse of ATTEVA's trademarks, copyrights, or confidential information.

Nothing in this rule shall prevent ATTEVA from terminating the Agreement or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect ATTEVA's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies or Procedures, Marketing Plan or the Agreement.

E. Governing Law, Jurisdiction and Venue. Sole and exclusive jurisdiction and venue of any matter shall reside in Nevada, except to the extent invoking the jurisdiction of another court is necessary to enforce any judgment or order entered by the arbitrator or court located in Nevada. Judgment upon the award may be entered by the United States Federal District Court of appropriate County Superior Court located in the State of Nevada or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be if the Arbitrators award or decision is not complied with within seven (7) days of the Arbitrators decision, except as expressly set forth herein. Except as set forth herein, Arbitration shall be the sole and exclusive procedure for resolution of disputes between the parties, including any disputes that might arise after termination of this Agreement.

### **23. Notices**

All notices to be given pursuant to the Agreement shall be deemed to have been properly given by depositing the notice in the mail, addressed to the subject IBP at the last address on file with ATTEVA, postpaid and registered or certified; or delivery by hand or by a recognized overnight delivery service; or by facsimile transmission; or by email. All notices shall be deemed given; three (3) business days from the date of postmark, if sent by mail; two (2) days after notice is deposited with a delivery





service; or same day if delivered by hand or upon transmission by facsimile or by email.

## **24. Non-Waiver Provision**

Failure of ATTEVA to exercise any right stated in the Agreement shall not constitute a waiver of ATTEVA's right to demand exact compliance therewith. Waiver by ATTEVA of any breach of any provision of the Agreements shall not constitute a waiver of any prior, concurrent, or subsequent breach by the IBP. Waiver by ATTEVA must be issued in writing by an authorized officer.

## **25. Severability**

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement is held to be invalid or enforceable, ATTEVA shall have the right to modify the invalid or unenforceable provision or any portion thereof, to the extent required to be valid and enforceable, and the IBP shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

## **26. Limitation of Damages**

TO THE EXTENT PERMITTED BY LAW, COMPANY AND ITS IBPs, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND IBPs HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO COMPANYS PERFORMANCE, NON-PERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY IBP AND COMPANY, WHETHER SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY. Furthermore, it is agreed that any damages to an IBP shall not exceed, and is hereby expressly limited to, the amount of unsold company programs, services and/or products of company owned by the IBP and any commissions owed to the IBP.

Income Statement

An IBP's success depends in great part upon his or her skills, efforts, dedication, desire, and motivation. Becoming an Independent Distributor is NOT a guarantee of income. An IBP income depends on product sales to the end customers.



Average income from the IBP Compensation System has not been established and false income claims as well as income claims on social media are grounds for termination

## **Advertising Policies**

### **ATTEVA Internet and Print Advertising Policy**

Internet and Print Advertising Policy. An IBP may not advertise or promote their IBP, business or, ATTEVA's business, products or marketing plan using the company logo, or images with any electronic media or transmission, including on the Internet via web sites or otherwise, without the prior written approval of the company, which approval may be withheld at its sole discretion. If written approval is given, IDs/ RRs must abide by the use guidelines set forth by the company. This policy applies to all forms of print media and advertising.

### **Privacy Policy**

Except as described in this section, we will not sell, rent or disclose your personally identifying information to third parties without notifying you of our intent to share the information and giving you an opportunity to prevent your information from being shared.

We occasionally use other companies, agents or contractors to perform services necessary to our operations. For example, we have partnered with companies to provide online products and services, process credit card transactions, analyze customers buying habits and process Associate Member and customer responses. We provide postal addresses to the U.S. Post Office, Courier Services, and International Post Offices for delivery purposes. In the course of providing such services, these companies may have contact with your personal information. By contractual agreement, these companies must treat your information in accordance with this Policy. We will not be liable for any damages that may result from the misuse of your personal information by these companies.

From time to time, we may partner with companies whose products we believe will interest our users. We may occasionally send promotional announcements to our Independent Distributors.



Any exceptions to this policy of sharing your name, address or email address with a partner company will be done only with your permission. ATTEVA also reserves the right to disclose information when required by law. We may also disclose, on an anonymous basis, literal statements made by our IA and customers. At no time will we disclose personal information about these statements without their permission.

Customers and IAs should check back for updates to this policy. ATTEVA will obtain email consent from any user if the company is going to be using the information collected in a manner different from that stated when the user registered.

## **Security Policy**

When transmitting your personal information to us, we use a secure server (SSL), which protects all your personal information. This process ensures that the information you give us is protected against unauthorized access.

You can access your account from every page on the site to update and correct your name, email address, password, postal address, and other personal profile information. Please note that you must be signed into your online office to access this information.

We have technology and security features, as well as strict internal guidelines, that help safeguard the privacy of your personal information from unauthorized access or improper use. We will continue to enhance our security guidelines as new technology becomes available.

## **Spam Policy**

The abuse and misuse of e-mail by an IBP is a serious problem. ATTEVA will not tolerate spam.

Definition of UCE (Unsolicited Commercial E-mail), or SPAM:

The bulk UCE, promotional material, or other forms of solicitation sent via e-mail that advertise any IP address belonging to ATTEVA or any URL (domain) that is linked to [www.shoppingAtteva.com](http://www.shoppingAtteva.com) or other web sites owned or operated by Best In U, Inc. The use of web pages set up on ISPs that allow SPAM (also known as "ghost sites") that directly or indirectly reference customers to domains or IP addresses linked by



www.shoppingAtteva.com or other web sites owned or operated by Best In U, Inc. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to facilitate a means to SPAM.

Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.

For further information on mail abuse, please visit <http://www.ftc.gov/>

### **Repercussions of SPAM:**

Across the Web, it is generally accepted that SPAM is an inconsiderate and improper business practice. SPAM is not only harmful because of its negative impact on consumer attitudes toward Best In U, Inc., but it can also overload Best In U, Inc., resources, and other services.

### **Our Providers:**

Since it is unsolicited, users who receive SPAM often become angry and send complaints to our service providers. It can cause negative consumer attitudes and drain resources. We strive to maintain favorable business relationships in the Web community and obviously will not allow any practice that threatens these relationships.

### **Consequences For Use of SPAM:**

ATTEVA reserves the right to terminate, without warning, any account that violates this policy. Usage of ATTEVA services constitutes acceptance and understanding of this policy. ATTEVA reserves the right to decide what it considers "SPAM", "UCE", "mail bombing", or "bulk e-mail", and to determine from all of the evidence whether or not the e-mail recipients were from an "opt-in" e-mail list.

If your Web site or capture page is mentioned in a spam complaint you may be subject to immediate termination.

We will not allow the actions of a spammer to compromise those of our compliant members. We believe there is NO EXCUSE FOR SPAM! Spamming is a serious problem, costing all Internet users a great deal of time and money.

Have your account AND Web site/capture page immediately terminated without a refund of any kind.

Forfeit use of all ATTEVA services.

Face a possible fine of \$250.



Open yourself to all civil and criminal liabilities in the jurisdictions applicable.

Please Note: You must pay \$250 to \$500 to our service providers for excessive spam complaints. If you are the user who is violating the spam policy that results in Atteva\$250 to \$500 penalty, then YOU WILL BE HELD RESPONSIBLE AND MUST PAY THE FINE.

We reserve the right to determine what violates our No SPAM Policy.

\*This SPAM (UCE) Accepted Use Policy and all other ATTEVA policies are subject to change by ATTEVA without notice. Continued usage of the services after a change to this policy is implemented and posted on the ATTEVA site constitutes your acceptance of such change or policy. We encourage you to regularly check the [www.shoppingAtteva.com](http://www.shoppingAtteva.com) site for any changes or additions.

### **Cancellation Policy**

All refund requests must be made within 30 days of enrollment/purchase.

Return of initial order will cancel the Distributors activation and position in the Compensation System. Any commissions paid to returnee during the first 30 days will be deducted from the return refund.

### **Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be modified to the extent necessary so that it is valid, legal, and enforceable.