

Videri Operations LLC.
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Effective February 14, 2018

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VIDERI OPERATIONS LLC.

STATEMENT OF POLICIES AND PROCEDURES

Effective February 14, 2018

SECTION 1 – INTRODUCTION

1.1 – Code of Ethics

Videri Operations LLC. (hereafter “Videri” or just the “Company”) is a values-based company that prides itself on the quality of its products and services offering and the integrity of its sales organization. In order for the Company to go above and beyond and achieve a standard of excellent throughout its corporate and sales structure, the Company asks all of its Independent Business Owners (“IBO(s)”) to adhere to practices and principles found throughout this document. In particular, Videri expects you to practice the following ethical behavior when acting in the name of the company:

- A. I will be respectful of every person I meet in the conduct of my Videri business.
- B. At all times, I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.
- C. I will refrain from activities that would bring disrepute to Videri, any Videri corporate officer or employee, myself, or other IBOs.
- D. I will refrain from the utterance of any discouraging or disparaging claims concerning the Company or other Videri IBOs. I will ensure that in all Videri business dealings, I will abstain from engaging in negative language or any other type of slanderous statements.
- E. I will provide support and encouragement to my customers (“Customers”) so as to ensure that their experience with Videri is both successful and enjoyable. Moreover, I understand the importance of providing my Customers and downline IBOs an appropriate level of support and assistance.
- F. I will correctly represent all the bonus/compensation plans available through Videri and the income potential represented therein. I understand I may not use my own income as an indication of others’ potential success, or use compensation checks as marketing materials. I further understand that the disclosure of my Videri-earned income in the recruitment of a prospective IBO(s) may *only occur after I provided such prospect with a copy of the Income Disclosure Statement.*
- G. I will abide by all of the Company’s Policies & Procedures -- now and as they may be amended in the future.

1.2 – Policies Incorporated into the Independent Business Owner Agreement

These Policies and Procedures (“Policies”), in their present form and as amended by and in the sole discretion of the Company, are incorporated into, and form an integral part of, the Videri Independent Business Owner Agreement (“IBO Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the following: (i) the Videri IBO Agreement, (ii) these Policies, and (iii) the Videri Compensation Plan. These documents are incorporated by reference into the IBO Agreement (all in their current form and as amended at a later date). It is the responsibility of each IBO to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new IBO, it is

the responsibility of the sponsoring IBO to provide the most current version of these Policies *prior to his or her execution of the IBO Agreement.*

1.3 – Changes to the IBO Agreement, Policies and Procedures, or Compensation Plan

Because local, state, and federal laws, as well as the business environment, periodically change, Videri reserves the right to amend the Agreement and the prices in its Corporate Product Price List in its sole and absolute discretion. Notification of any amendments shall appear in Official Corporate Materials. Amendments shall be effective upon publication in such Official Corporate Materials, including but not limited to, any posting on the Corporate website, e-mail distribution, publication in Corporate newsletters, product inserts, or any other commercially reasonable method. The continuation of an IBO's Videri business or an IBO's acceptance of bonuses or commissions constitutes acceptance of any and all amendments. *The ability to modify the agreement does not extend to the dispute resolution section in these Policies (Section 9), as those provisions can only be modified by way of mutual consent.*

1.4 – Delays

Videri 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, riot, war, fire, flood, and death, curtailment of a party's source of supply, or government decrees or orders.

1.5 – Policies and Provisions Severable

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

1.6 – Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure on the part of the Company to exercise any right or power under this Agreement, no failure on the insistence of strict compliance by an IBO 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 Videri's right to demand exact compliance. Waiver by Videri can be effectuated only in writing by an authorized officer of the Company.

SECTION 2 – BECOMING AN IBO

2.1 - Requirements to Become an Independent Business Owner

To become a Videri IBO, each applicant must:

- A. Be 18 years of age or older;
- B. Reside in the United States, excluding Alaska and Hawaii;
- C. Have a valid Social Security Number or Federal Tax Identification Number;
- D. Submit a properly completed and signed IBO Agreement to the Company; and
- E. The successful completion of a mandatory training program prior to the successful qualification for commission payments.

2.2 – Terms and Renewal of a Videri Business

An IBO must renew their business status annually. Should an IBO allow his or her business to expire due to a failure to renew the IBO Agreement, the loss of any and all rights to his or her downline organization shall immediately occur.

Following the expiration of the IBO Agreement, an IBO is not eligible to reapply for a Videri business for twelve (12) months. Similarly, any IBO terminated by the Company may not reapply to do business for twelve (12) months from the termination date.

The downline of the expired IBO will roll up to the immediate, active upline sponsor.

SECTION 3 – INCOME DISCLOSURE POLICY

In an effort to conduct best business practices, Videri has developed the Income Disclosure Statement (“IDS”). The Videri IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Videri IBOs earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective IBOs.

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

The terms “income claim” and/or “earnings representation” (collectively “income claim”) includes the following: (i) statements of average earnings; (ii) statements of non-average earnings; (iii) statements of earnings ranges; (iv) income testimonials; (v) lifestyle claims; and (vi) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one IBO earned over eight hundred thousand dollars last year” or “Our average-ranking IBO makes two thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher-ranking IBOs is six thousand dollars a month on the low end to twenty-five thousand dollars a month on the high end.”

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 IBO with a copy of the IDS. Copies of the IDS may be printed or downloaded without charge from the company website.

SECTION 4 – ADVERTISING

4.1 - Adherence to the Videri Compensation Plan

IBOs must adhere to the terms of the Videri Compensation Plan as set forth in Official Corporate Materials. IBOs shall not offer the Videri opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official Corporate Materials. IBOs shall not require or encourage other current or prospective Customers or IBOs to participate in Videri in any manner that varies from the program as set forth in Official Corporate Materials. IBOs shall not require or encourage other current or prospective customers or IBOs to execute any agreement or contract other than official Videri agreements and contracts in order to become a Videri IBO. Similarly, IBOs shall not require or encourage other current or prospective Customers or IBOs to make any purchase from, or payment to, any individual or other entity to participate in the Videri Compensation Plan other than those purchases or payments identified as recommended or required in Official Corporate Materials.

4.2 - Use of Sales Aids

To promote both the services and the opportunity Videri offers, IBOs may only use the sales aids and support materials produced and provided by the Company. If Videri IBOs develop their own sales aids and promotional materials (which includes all forms of Internet advertising), notwithstanding any good intentions, they may unintentionally violate any number of statutes or regulations affecting the Videri business. These violations, although they may be relatively few in number, could jeopardize the Videri opportunity for all. ***Accordingly, IBOs must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for prior written approval before use.***

Unless the IBO receives specific written approval to use the material, the request shall be deemed denied. All IBOs shall safeguard and promote the good reputation of Videri and its products and services. The marketing and promotion of Videri, the Videri opportunity, the Compensation Plan, and Videri products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

4.3 -Intellectual Property

Videri will not allow the use of its trade names, trademarks, designs, or symbols outside of corporate produced and approved sales aids by any person, including Videri IBOs, without prior written authorization from the Company. Furthermore, no IBO may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another IBO without prior written consent from the named IBO. This consent must be on file with the Videri Compliance Department prior to any use.

4.4 –Web Policy

If an IBO desires to utilize an Internet web page to promote his or her business, he or she may do so through Company authorized services only.

A. General

It is your obligation to ensure your online marketing activities are truthful, not deceptive nor mislead Customers or potential IBOs in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include representation in any manner that you are an authorized representative for Videri, spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e., having the display URL of a PPC campaign appear to resolve to an official Videri Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. Videri will be the sole determinant of truthfulness as to whether specific activities are misleading or deceptive.

B. Domain Names, Email Addresses and Online Aliases

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 the Company by showing up as the sender of an email.

Examples of the improper use include but are not limited to:

VideriInc. @msn.com; www.VideriCorporate.com; www.facebook.com/VideriInc. or derivatives as described herein.

Examples of permitted URLs, email addresses, and online aliases might appear as follows:

www.facebook.com/iloveVideri; jimsmith@VideriIBO.net.

Determinations as to what could cause confusion, mislead or be considered deceptive is at the sole discretion of the Company. If you have a question whether your chosen name is acceptable, you may submit it to the Videri Compliance Department to review before use.

C. Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or promote specific Videri services. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring, and informing the public about the Videri opportunity provided you follow the other requirements of this agreement such as by identifying yourself as an independent business owner of Videri, only using approved images and versions of any trademarked logos and without using fraudulent or misleading product or income claims. If a link or URL is provided, it must link to your IBO Website or your Social Media website.

D. Banner Advertising

You may place banner advertisements on a website provided you use Corporate-approved template(s) and image(s). All banner advertisements must link to your Videri IBO Website. You may not use *blind* ads or web pages that make non-compliant product or income claims that are ultimately associated with Videri products or the Videri business opportunity.

E. Social Networking Sites

You may use social networking websites (Facebook, Twitter, LinkedIn, blogs, forums and other social shared interest sites) to share information about the Videri product, mission and business opportunity and for prospecting and sponsoring. However, these sites may not be used to sell or offer to sell specific Videri products or services.

Profiles you generate in any social community where you mention or discuss Videri must clearly identify you as a Videri Independent Business Owner and must appear as described herein. When you participate in those communities you must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at the Company's sole discretion, and offending IBOs will be subject to disciplinary action and/or termination.

You agree that you will immediately take down a non-compliant site at the request of Videri. Appeals regarding compliance may be submitted after the site has been taken down. Appeals should be directed to the email address set forth in the policy addressing dispute resolutions.

F. Videri IBO Image Mandate

When using a Social Media or external website, the site must contain:

- a) A Videri IBO Logo from the approved templates.
- b) Your Name and Title (example: Joan Arc, Independent Business Owner, Videri).
- c) A link to your IBO Replicated website.

Although Videri brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an IBO's site -- not a Videri Corporate page.

4.5 -Media and Media Inquiries

IBOs must not initiate any interaction with the media or attempt to respond to media inquiries regarding Videri, its products or services, or their independent Videri business. All inquiries by any type of media must be immediately referred to Videri's Compliance Department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

4.6 - Unsolicited Email Communication

Videri does not permit IBOs to send unsolicited emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act. Any email sent by an IBO that promotes Videri, the Videri opportunity, or Videri products and/or services, must comply with the following:

- A. There must be a functioning return email address to the sender.
- B. There must be a notice in the email that advises the recipient that they may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- C. The email must include the IBO's physical mailing address.
- D. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- E. The use of deceptive subject lines and/or false header information is prohibited.
- F. All opt-out requests, whether received by email or regular mail, must be honored. If an IBO receives an opt-out request from a recipient of an email, the IBO must forward the opt-out request to the Company. Videri may periodically send commercial emails on behalf of IBOs. By entering into the IBO Agreement, you agree that the Company may send such emails and that your physical and email addresses will be included in such emails as outlined above. All IBOs shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section, IBOs may not use or transmit unsolicited faxes or use an automatic telephone dialling system relative to the operation of their Videri businesses.

SECTION 5 – OPERATING A VIDERI BUSINESS.

5.1 - Business Entities

A corporation, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a Videri IBO by submitting a Videri IBO Application and Agreement along with its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the "Entity Documents") to Videri. A Videri business may change its status under the same Sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. To do so, the IBO(s) must provide the Entity Documents to Videri. The IBO Application must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Videri.

5.1.1 - Changes to a Business Entity

Each IBO must immediately notify Videri of any changes to the type of business entity they utilize in operating their Videri business, and the addition or removal of business associates. A Videri business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. The IBO Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Videri.

5.1.2 - Change Of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all IBOs, Videri rarely allows changes in sponsorship, with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made by submitting a completed Sponsor Change Request Form within the first seven (7) days from the date of enrollment, and must come from the current listed sponsor.

5.1.3 - Change Of Placement

A request for change of placement must be submitted within the first seven (7) days from the date of enrollment and must be requested by the current listed sponsor. An IBO can only be moved inside of the same sponsor's organization. If approved, an IBO is placed in the first available open bottom position on the date that the change is made. IBOs who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (sponsor or placement) are at the sole discretion of Videri.

5.2 - Unauthorized Claims and Action

5.2.1 - Indemnification

An IBO is fully responsible for all of his, her or its verbal and/or written statements made regarding both Videri products and services and the Compensation Plan, which are not expressly contained in Official Corporate Materials. IBOs agree to indemnify Videri and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Videri as a result of the IBO's unauthorized representations or actions. This provision shall survive the cancellation of the IBO Agreement.

5.2.2 – Endorsements of Videri Services

No claims as to any services offered by Videri may be made except those contained in Official Corporate Materials.

5.2.3 – No Right to Resell Videri Products

The Company strictly prohibits an IBO's right to resell meat after product delivery. The sale of Videri products is point of sale (POS) only. A violation of this provision may result in disciplinary measures including, but not limited to, suspension and/or termination of one's business. Moreover, an IBO who resells Videri products to another agrees to indemnify the Company and hold it harmless from any liability that may arise out of the resale of such products.

5.3 - Conflicts

5.3.1 – Non-solicitations

Videri IBOs are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, during the term of this Agreement, IBOs may not directly or indirectly recruit other Videri IBOs or Customers *other than those they have personally sponsored for any other Network Marketing business*. Following the cancellation of the IBO Agreement, and for a period of one (1) calendar year thereafter, with the exception of an IBO who is personally sponsored by the former IBO, a former IBO may not recruit any Videri IBO or Customer for another Network Marketing business.

5.3.2 - Sale of Competing Goods or Services

During this agreement and for six (6) months thereafter, IBOs must not sell, or attempt to sell, any competing non-Videri programs or services to Videri Customers or IBOs. Any program, product, service, or direct selling opportunity in the same generic categories as the Videri services are deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

5.3.3 - Targeting Other Direct Sellers

Should IBOs engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Videri products/services, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an IBO alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, Videri will not pay any of IBO's defense costs or legal fees, nor will Videri indemnify the IBO for any judgment, award, or settlement.

5.3.4 - Privacy and Confidentiality

All IBOs are required to abide by the Company's Privacy Policy with regard to Customer and IBO information.

5.3.5- The Data Management Rule

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all IBOs, as well as Videri. LOS information is information compiled by Videri that discloses or relates to all or part of the specific arrangement of sponsorship within the Videri business, including, without limitation, IBO lists, sponsorship trees, and all IBO information generated therefrom, in its present and future forms. The Videri LOS, constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. Videri is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by Videri and its IBOs. Through this Rule, IBOs are granted a personal, non-exclusive, non-transferable and revocable right by Videri to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies and Procedures. The Company reserves the right to deny or revoke this right, upon reasonable notice to the IBO stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Videri, such is necessary to protect the confidentiality or value of Proprietary Information. All IBOs shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.

5.4 -Cross Sponsoring

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross-group sponsoring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or IBO Agreement on file with Videri, or who has had such an agreement within the preceding twelve (12) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Videri business in accordance with the "Sale, Transfer or Assignment of Videri Business" section of these Policies and Procedures.

5.5 -Governmental Approval or Endorsement

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

5.6 -Identification

All IBOs are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to Videri either on the IBO Agreement or at the company's request. Upon enrollment, the Company will provide a unique IBO Identification

Number to the IBO by which they will be identified. This number will be used to place orders and track commissions and bonuses.

5.7 - Income Taxes

Every year, Videri will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Each IBO is responsible for paying local, state and federal taxes on any income generated as an IBO. If a Videri business is tax exempt, the Federal Tax Identification Number must be provided to Videri. Any IBO that does not provide a valid social security number or FEIN is not eligible to become a Videri IBO.

5.8 - Independent Contractor Status

You are an independent contractor. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an IBO. You have no authority to bind Videri to any obligation. You are responsible for paying your own self-employment taxes, federal income taxes and other taxes required by law. You must obey any federal, state, and local laws, as well as Company rules and regulations pertaining to your independent Videri Business or the acquisition, receipt, holding, selling, distributing or advertising of Videri's services or opportunity.

IBOs may not answer the telephone by saying "Videri," "Videri Incorporated," "Videri Corporate" or by any other manner that would lead the caller to believe that they have reached Videri's corporate offices. An IBO may only represent that he/she is a Videri IBO. Therefore, all correspondence and business cards relating to or in connection with an IBO's Videri business shall contain the IBO's name followed by the term "Videri Independent Business Owner"

5.9-Bonus Buying

The purchase of Videri services or products solely for the purpose of collecting bonuses or achieving rank is prohibited.

5.10 – Void

5.11 - Void

5.12 - Succession

Upon the death or incapacitation of an IBO, their business may be passed to a designated heir(s). Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever a Videri business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased IBO's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute an IBO Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased IBO's rank/status;
- Provide Videri with an "address of record" to which all bonus and commission checks will be sent. Bonus and commission checks of a Videri business transferred pursuant to this section will be paid in a single check jointly to the successor(s).
- Form a business entity and acquire a federal Taxpayer Identification Number, if the business is bequeathed to joint successors. Videri will issue all bonus and commission checks and one 1099 to the business entity.

5.13 - Sale, Transfer, or Assignment of a Videri Business

Although a Videri business is a privately owned, independently operated business, the sale, transfer or assignment of a Videri business is subject to certain limitations. If an IBO wishes to sell their Videri business, the following criteria must be met:

- A. Protection of the existing line of sponsorship must always be maintained so that the Videri business continues to be operated in that line of sponsorship;
- B. The buyer or transferee must become a qualified Videri IBO. If the buyer is an active Videri IBO, they must first terminate their Videri business and wait six (6) calendar months before acquiring any interest in the new Videri business;
- C. Before the sale, transfer, or assignment can be finalized and approved by Videri, any debt obligations the selling IBO has with Videri must be satisfied; and
- D. The selling IBO 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 Videri business.

Prior to selling a Videri business, the selling IBO must notify Videri's Compliance department of their intent to sell the Videri business. No changes in line of sponsorship can result from the sale or transfer of a Videri business. An IBO may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

5.14 - Separation of a Videri Business

Videri IBOs sometimes operate their Videri businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as "entities") 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. If the separating parties fail to provide for the best interests of other IBOs and the Company in a timely fashion, Videri will involuntarily terminate the IBO Agreement.

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

- A. One of the parties may, with consent of the other(s), operate the Videri business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize Videri to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- B. The parties may continue to operate the Videri business jointly on a "business-as-usual" basis, whereupon all compensation paid by Videri 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. The Company will never remove a party to a position from an IBO account without that party's written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will Videri split commission and bonus checks between divorcing spouses or members of dissolving entities. Videri will recognize only one downline organization and will issue only one commission check per Videri business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the IBO Agreement shall be involuntarily cancelled. If a former spouse has completely relinquished all rights in the original Videri business pursuant to a divorce, they are thereafter free to enroll under any sponsor of their choosing without waiting six (6) 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 six calendar months from the date of the final dissolution before re-enrolling as an IBO. In either case, however, the former spouse or business affiliate shall have no rights to any IBOs in their former organization or to any former customer. They must develop the new business in the same manner as would any other new IBO.

5.15- Sponsoring

All Active IBOs in good standing have the right to sponsor and enroll others into Videri. Each prospective Customer or IBO has the ultimate right to choose his or her own Sponsor. If two IBOs claim to be the Sponsor of the same new Customer or IBO, the Company shall regard the first application received by the Company as controlling.

SECTION 6 – RESPONSIBILITIES OF AN IBO

6.1 - Change of Address, Telephone Number, Email-Address

To ensure timely communications, delivery of support materials and commission payments, it is critically important that the Videri's files are current. IBOs planning to move or change their email address must submit an amended IBO Agreement complete with the new information.

6.2 – Sponsoring IBO Responsibilities

6.2.1 – Initial Training

Any IBO who sponsors another IBO into Videri must perform a bona fide assistance and training function to ensure that their downline is properly operating their Videri business. IBOs must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to individuals whom they are sponsoring to become IBOs before the applicant signs the IBO Agreement.

6.3 – Non-disparagement

IBOs must not disparage, demean, or make negative remarks about Videri, other Videri IBOs, Videri's products and/or services, the Compensation plan, or Videri's owners, board members, directors, officers, or employees.

6.4- Reporting Policy Violations

IBOs observing a Policy violation by another IBO should submit a written report of the violation directly to the attention of the Videri Compliance Department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

SECTION 7 – AUTOMATIC BILLING

7.1 - Billing

The business is automatically renewed annually with a credit or debit card maintained on file with Videri. The IBO may make adjustments to their annual subscription in the back office of the Videri website.

SECTION 8 – COMMISSIONS AND REFUND POLICY

8.1 - Bonus and Commission Qualifications

In order to qualify to receive commissions and bonuses, an IBO must be in good standing and comply with the terms of the Agreement and these Policies and Procedures.

8.2 - Errors or Questions

If an IBO has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the IBO must notify Videri in writing within thirty (30) days of the date of the purported error or incident in question. Videri will not be responsible for any errors, omissions, or problems not reported to the Company after thirty (30) days.

8.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (i) the enrollment of individuals or entities without the knowledge of and/or execution of an IBO Agreement by such individuals or entities; (ii) the fraudulent enrollment of an individual or entity as an IBO or Customer; (iii) the enrollment or attempted enrollment of non-existent individuals or entities as IBOs or Customers (“phantoms”); (iv) purchasing Videri services on behalf of another IBO or Customer, or under another IBO’s or Customer’s ID number, to qualify for commissions or bonuses; and/or (v) any other 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.

8.4 - Reports

All information provided by Videri, including but not limited to personal 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 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 Videri 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 NONINFRINGEMENT.

8.5 – Refund Policy

Videri offers a three (3) business days satisfaction guarantee on an IBO’s initial enrollment fee. Should IBO wish to cancel his or her business and obtain a refund, such refund request must occur within three (3) business days from the date of payment.

As for Customer and/or IBO purchase orders, the Company does not offer any refund on account that Videri products are perishable. As a result, all orders are final.

In the event any Videri order becomes spoiled or damaged during transit, the Company will work with Customers and/or IBOs on providing replacement product.

SECTION 9 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - 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 an IBO that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to an independent Videri business), may result, at Videri’s discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the IBO 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;
- Withholding from an IBO all or part of bonuses and commissions awarded during the period that Videri is investigating any conduct allegedly contrary to the Agreement. If an IBO’s Videri business is cancelled for disciplinary reasons, the IBO will not be entitled to recover any commissions withheld during the investigation period;

- Suspension of the individual's IBO Agreement for one or more pay periods;
- Involuntary termination of the offender's IBO Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which Videri deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IBO's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of Videri.

9.2 - Mediation

Prior to instituting 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 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 attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Richland, Washington, and shall last no more than two (2) business days.

9.3 - 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 confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. IBOs waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Richland, Washington. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

Nothing in these Policies and Procedures shall prevent Videri 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 Videri's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.4 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Richland, Washington. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of Washington shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in this Agreement, residents of the

State of Louisiana shall be entitled to bring an action against Videri in their home forum and pursuant to Louisiana law.

SECTION 10 – EFFECT OF CANCELLATION

10.1- Effect of Cancellation and Termination

So long as an IBO remains active and complies with the terms of the IBO Agreement and these Policies, Videri shall pay commissions to such IBO in accordance with the Compensation Plan. An IBO's bonuses and commissions constitute the entire consideration for the IBO's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following an IBO's non-continuation of his or her IBO Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her IBO Agreement (all of these methods are collectively referred to as "Cancellation"), the former IBO shall have no right, title, claim or interest to the downline organization which he or she operated, or any commission or bonus from the sales generated by the organization. IBOs waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. Following an IBO's cancellation of his, her or its IBO Agreement, the former IBO shall not hold him, her or itself out as a Videri IBO and shall not have the right to sell Videri products or services. An IBO whose IBO Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he, she or it worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

A Videri participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in electronic notice to the Company via email. The notice must include the IBO's signature, printed name, address, and IBO ID Number.

10.2- Non-Renewal

An IBO may also voluntarily cancel their IBO Agreement by failing to pay the renewal fee. A failure to pay at the time the administrative fee becomes due will result in the automatic cancellation of the IBO's business.

SECTION 11 – DEFINITIONS

AGREEMENT: The contract between the Company and each IBO, which includes the following: the IBO Agreement, the Videri Policies and Procedures, and the Videri Compensation Plan, all in their current form and as amended by Videri in its sole discretion. These documents are collectively referred to as the "IBO Agreement."

CANCEL: The termination of an IBO's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMPENSATION PLAN: The guidelines and referenced literature for describing how IBOs can generate commissions and bonuses.

CUSTOMER: A Customer who purchases Videri services and does not engage in building a business or selling the service.

INDEPENDENT BUSINESS OWNER (IBO): An individual who purchases product, generates sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Videri that provides critical data relating to the identities of IBOs, sales information, and enrollment activity of each IBO's organization. This report contains confidential and trade secret information which is proprietary to Videri.

ORGANIZATION: The Customers and IBOs placed below a particular IBO.

OFFICIAL CORPORATE MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Videri Operations Inc.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of Videri's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Videri IBO or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

SPONSOR: An IBO who enrolls a Customer or another IBO into the Company, and is listed as the Sponsor on the IBO Agreement. The act of enrolling others and training them to become IBOs is referred to as "sponsoring."

UPLINE: This term refers to the IBO(s) above a particular IBO in a sponsorship line up to the Company. It is the line of sponsors that links any particular IBO to the Company.