

IYOVIA Statement of Policies & Procedures

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STATEMENT OF POLICIES & PROCEDURES

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

1.0 INTRODUCTION

1.1 IYOVIA Policies & Procedures and Compensation Plan Incorporated into the IBO Agreement

Throughout these Policies & Procedures, when the term “Agreement” or “IBO Agreement” is used, it collectively refers to the online application, electronic signature process, the IBO Agreement Terms and Conditions, these Policies and Procedures, and any addendums thereto, the IBO Social Media Policy, and the Compensation Plan, incorporated herein for all purposes, and any and all other guidelines that may be implemented from time to time and any amendments thereto.

1.2 Mutual Commitment Statement

International Markets Live, Inc. (hereinafter referred to as “**IYOVIA**”) recognizes that in order to develop a long-term and mutually rewarding relationship with its independent business owners (“**IBOs**”), IBOs must acknowledge and respect the true nature of the relationship and support IYOVIA’s customers (“**Customers**”).

In the spirit of mutual respect and understanding, IYOVIA expects that its IBOs will:

- I. Conduct themselves in a professional, honest, and considerate manner;
- II. Comply with all applicable laws and regulations;
- III. Present information about IYOVIA and its services in an accurate and professional manner;
- IV. Present the Compensation Plan, services, and refund policies contained herein in a complete and accurate manner;
- V. Not make exaggerated income or service claims;
- VI. Not make any product or income claims related to replacement of income impacted by coronavirus;
- VII. Not state or infer that IYOVIA sells or promotes the sale of financial services, broker services, or provides investment advice of any kind;
- VIII. Make reasonable effort(s) to support and train other IBOs and Customers in their sales and marketing organization;
- IX. Not engage in crossline sponsoring, solicitation of competing services, unhealthy competition, or unethical business practices;
- X. Provide positive guidance and training to IBOs and Customers in their sales and marketing organizations;
- XI. Support, protect, and defend the integrity of the IYOVIA income opportunity.

1.3 Code of Ethics

The IYOVIA Code of Ethics states as follows:

- I. An IBO must show fairness, tolerance, and respect to all people associated with IYOVIA, regardless of race, gender, social class, or religion, thereby fostering a positive atmosphere of teamwork, good morale, and community spirit.

- II. An IBO shall strive to resolve business issues, including situations and disputes with other IBOs, by emphasizing tact, sensitivity, and goodwill, taking care not to create additional problems.
- III. IBOs must be honest, responsible, professional, and conduct themselves with integrity.
- IV. IBOs shall not make disparaging statements about IYOVIA, other IBOs, IYOVIA officers, employees, contractors, suppliers, or agents, services, strategies, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead, or coerce others.
- V. IBOs shall not represent IYOVIA's services other than as an educational and information platform and service. Under no circumstances shall an IBO represent that IYOVIA, any IBO, or IYOVIA educator provides investment or trading advice or is affiliated with a broker or investment advisor.
- VI. IBOs shall not recommend brokers or investment advisors to IYOVIA Customers or to other IBOs.

(b) IYOVIA may take appropriate action against an IBO if IYOVIA determines, in its sole unfettered discretion, that an IBO's conduct is detrimental, disruptive, or injurious to IYOVIA or to other IBOs.

(c) Negative and disparaging comments about IYOVIA, its services, strategies, the Agreement, or Compensation Plan, made to IM, or to the field, or at any IYOVIA meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other IBOs and Customers. IBOs must not belittle, disparage, or speak negatively of IYOVIA, fellow IBOs, IYOVIA services or strategies, the Compensation Plan, or any and all IYOVIA directors, officers, or employees, contractors, suppliers or agents. Such conduct represents a material breach of the Agreement and may be subject to sanctions as deemed appropriate by IYOVIA.

1.4 Purpose of the Policies & Procedures

- A. IYOVIA is a direct-to-consumer, subscription-based training and education company that markets its services and strategies through a network of IBOs. To clearly define the relationship that exists between IBOs and IYOVIA and to explicitly set a standard for acceptable business conduct, IYOVIA has established the Agreement, including these Policies and Procedures.
- B. IBOs are required to comply with: (i) all the terms and conditions set forth in the Agreement, which IYOVIA may amend from time to time in its sole and unfettered discretion in accordance with the terms hereof; and (ii) all federal, state, and/or local laws governing his, her, and/or its IYOVIA business.
- C. IBOs must carefully review the information in the Agreement, including these Policies and Procedures. Should an IBO have any questions regarding a policy, rule, or guideline, they are encouraged to seek an answer from the Company FAQs found in the IBO back office, their personal Sponsor, or the IYOVIA Customer Service Team by

submitting an e-mail to: support@iyovia.com.

- D. It is the responsibility of the Sponsor to provide the most current version of the Agreement, including these Policies and Procedures (published at www.iyovia.com and in the IBO back office), the Income Disclosure Statement, the IYOVIA Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from me to me and any amendments thereto to their downline IBOs.

1.5 Changes, Amendments & Modifications

(a) Because applicable laws, as well as the business environment, periodically change, IYOVIA reserves the right to amend the Agreement and the prices for its services at its sole discretion.

(b) Any such amendment, change, or modification shall be effective ten (10) days following notice by one of the following methods:

(i) Posting in the IBO back office and on www.iyovia.com;

(ii) Electronic mail (e-mail); or

(iii) Any IYOVIA communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or the IYOVIA app).

2.0 BASIC PRINCIPLES

2.1 Becoming An IBO

To become an IBO, an applicant must comply with the following requirements:

(i) Be of the age of majority (not a minor) in the IBO's country, state, province, or territory of residence, and at least 18 years old.

(ii) Reside or have a valid address in the United States, U.S. territory, Canada, Australia, or a country wherein IYOVIA operates its business.

(iii) Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number (TIN), federal business number, or proper personal identification number of the respective country).

(iv) Provide a verified mobile phone number or e-mail address, which is not in use or associated with any other IYOVIA account.

2.2 New IBO Registration

- (a) A potential new IBO may self-enroll on any IBO or Sponsor's IYOVIA replicated website by entering his, her, or its personal information and accepting the terms of the Agreement.
- (b) If one applicant enrolls, creating an account listing a certain Sponsor, and enrolls a second time listing multiple Sponsors, only the first completed form received by IYOVIA will be accepted. IYOVIA reserves the right, at its sole discretion, to make the final decision with respect to all such registrations.

3.0 IYOVIA'S IBO RESPONSIBILITIES

3.1 Correct IBO Information

- (a) It is the responsibility of the IBO to make sure IYOVIA has the correct contact information for all correspondence and in the IBO account profile.
- (b) An IBO must allow up to seventy-two (72) hours for processing after any change to the information in the IBO's account profile has been received by the IYOVIA Support Team.

3.2 Training and Leadership

- (a) Any IBO who sponsors another IBO into IYOVIA must perform an authentic assistance and training function to ensure the IBO's sales and marketing organization is properly operating the IBO's IYOVIA business. Sponsoring IBOs should have ongoing contact and communication with the IBOs in their sales and marketing organizations. (Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, direct contact, team conference calls, voicemail, e-mail, personal meetings, accompaniment of downline IBOs to IYOVIA meetings, training sessions, events, workshops, and any other related functions).
- (b) A Sponsor IBO should support, educate, and mentor the IBOs in his, her, or its sales and marketing organizations to ensure that IBOs do not make improper business claims or engage in any illegal or inappropriate conduct.
- (c) Sponsoring IBOs are encouraged to educate and train new IBOs about IYOVIA's services, strategies, effective sales techniques, the IYOVIA Compensation Plan, along with compliance with the Agreement, and any and all social media guidelines or any other guidelines and amendments thereto implemented at that time.
- (d) IYOVIA emphasizes and encourages all IBOs to sell IYOVIA's services and strategies to Customers. IBOs are not compensated other than for sales to Customers.
- (e) Use of sales and marketing collateral. To promote the services, strategies, and opportunities IYOVIA offers, IBOs must use the sales and marketing collateral and

support materials produced by IYOVIA. If IBOs develop their own sales and marketing collateral and promotional materials, which includes Internet advertising, those materials must comply with these Policies and Procedures and applicable law. All IBOs shall safeguard and promote the good reputation of IYOVIA and its services and strategies. The marketing and promotion of IYOVIA, the IYOVIA business opportunity, the Compensation Plan, and IYOVIA services and strategies shall be consistent with the IYOVIA code of ethics and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

3.3 Sponsorship

(a) A Sponsor introduces IBOs or Customers to IYOVIA, helps them complete their enrollment, and supports and trains those in their sales and marketing organization.

(b) IYOVIA recognizes the Sponsor as the name(s) shown on the first IBO online application submitted to IYOVIA.

(c) IYOVIA recognizes that each new prospect has the right to ultimately choose his, her, or its own Sponsor, but IYOVIA will not allow IBOs to engage in unethical sponsoring activities.

(d) All Active IBOs in good standing have the right to sponsor and enroll others into IYOVIA. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one IBO will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first IBO who presented a comprehensive introduction to IYOVIA services, strategies, or opportunities.

3.4 Unethical Sponsoring

(a) Unethical sponsoring activities include, but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new IBO away from a fellow IBO or influencing another IBO to transfer to a different Sponsor.

(b) Allegations of unethical sponsoring must be reported in writing to the IYOVIA Compliance Team within the first thirty (30) days of a new IBO's enrollment. If the reports are substantiated, IYOVIA may, but is not obliged to, transfer the IBO or the IBO's downline to another Sponsor or organization, and any such transfer may be effected without approval from the current upline Sponsor or Placement IBOs. IYOVIA remains the final authority in such cases.

(c) IYOVIA prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the IYOVIA marketing system and/or the Compensation Plan in order to trigger commissions or cause a promotion off a direct or indirect IBO in their sales and marketing organization in an unearned manner. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the

termination of the independent IBO positions of all individuals and/or entities found to be directly involved.

(d) Should IBOs engage in solicitation and/or enticement of members of another direct sales company to sell or distribute IYOVIA services or strategies, such IBOs bear the risk of being sued by the other company. If any lawsuit, arbitration, mediation, or other action is brought against an IBO relating to allegations that such IBO engaged in inappropriate sponsoring/recruiting activity of another company's sales force or customers, IYOVIA will not pay, and will not be responsible for paying, any of the IBO's defense costs or legal fees, nor will IYOVIA indemnify the IBO for any judgment, award, or settlement.

3.5 Cross Sponsoring Prohibited

(a) For the purposes of this section, "Cross Sponsoring" or "Cross Recruiting" is defined as the enrollment into a different line of sponsorship of an individual or Business Entity that already has a signed IBO Agreement. Actual or attempted Cross Sponsoring is not allowed. If Cross Sponsoring is verified by IYOVIA, sanctions up to and including termination of an IBO's position may be imposed. If an IBO Cross Sponsors, they must return to their original position or wait six (6) months before rejoining IYOVIA.

(b) Cross Recruiting IYOVIA members into an IBO's organization may result in suspension, fines, and possible termination. The use of a spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, federal business numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.

(c) This policy does not prohibit the transfer of an IYOVIA business in accordance with IYOVIA Sale or Transfer Policy set forth in these Policies and Procedures.

3.6 Solicitation for Other Companies or Services

- A. An IBO may participate in other direct sales, multi-level marketing, network marketing, or relationship marketing business ventures or marketing opportunities as long as they are for non-competing services, strategies, or products. However, during the term of the Agreement and for one (1) year thereafter, an IBO may not solicit or recruit any fellow IBO or Customer to whom the IBO has marketed IYOVIA services or strategies within the immediately prior two (2) years to: (i) participate, personally or through any entity or other medium, in another multi-level marketing, network marketing, or other direct selling business opportunity, (ii) move their business away from IYOVIA, or (iii) purchase products or services that are the same as or similar to any IYOVIA Services and/or strategies unless expressly approved in writing by IYOVIA.
- B. For purposes of this Section, the terms "sponsor" or "recruit" mean the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any

other way (either directly or indirectly) another IBO or Customer to enroll or participate in any other direct sales or network marketing opportunity. Such conduct represents recruiting even if the IBO's actions are in response to an inquiry made by another IBO or Customer.

- C. Due to the nature of network marketing, the parties to the Agreement agree that it is reasonable that the foregoing solicitation prohibition extends to all markets in which IYOVIA conducts business.
- D. All Customers solicited by an IBO for the promotion or sale of IYOVIA Services and strategies are deemed to be Customers of IYOVIA and not of the IBO, whether or not the IBO originally introduced such Customer to IYOVIA.
- E. During the term of this Agreement, IBOs must not sell or entice others to sell any competing services or strategies, including training materials, to IYOVIA Customers or IBOs. Any product or service in the same category as an IYOVIA strategy or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality).
- F. An IBO may sell non-compeng services or strategies to the IYOVIA Customers and IBOs that they personally sponsored.
- G. An IBO may not display or bundle IYOVIA services or strategies, in sales literature, on a website, on social media platforms or in sales meetings, with another business's services, products, or strategies in order to avoid confusing or misleading a prospective Customer or IBO into believing there is a relationship between IYOVIA and non-IYOVIA services or strategies.
- H. An IBO may not offer a non-IYOVIA opportunity, strategy, service, or product at any IYOVIA-related meeting, event, seminar, or convention, or immediately following an IYOVIA event.
- I. An IBO may not be affiliated with a broker or investment advisor and bundle or associate IYOVIA products, services, or strategies with the services of a broker or investment advisor.
- J. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between IYOVIA and its IBOs and would inflict irreparable harm on IYOVIA and its IBOs. In such event, IYOVIA may, at its sole discretion, impose any sanction it deems necessary and appropriate against such IBO or such IBO's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

4.0 AGREEMENT & GENERAL UNDERSTANDINGS

4.1 Rights Granted

IYOVIA hereby grants to the IBO a non-exclusive right, based upon the terms and conditions contained in the Agreement, to:

- (i) Promote and sell IYOVIA services and strategies; and
- (ii) Sponsor new IBOs and Customers in countries where IYOVIA is currently operating or operates in the future.

No feature of the Compensation Plan constitutes a personal purchase requirement to become an IBO, move up in rank, or otherwise fully participate in the Compensation Plan. No purchase is required of anyone at any time to fully participate as an IBO, outside of the monthly administrative fee which is payable for the administrative support of the IBO's business, the IBO back office, and support services.

4.2 Renewals and Expiration of the IYOVIA Agreement

If the IBO allows his, her, or its IBO account to become inactive due to non-payment, the IBO will lose any and all rights to his, her, or its downline organization during any period of inactive status until the IBO re-activates the account.

- (i) If the former IBO re-activates the account, IYOVIA may permit the IBO to resume the rank and position held immediately prior to expiration. However, such IBO's paid-as level will not be restored unless the IBO qualifies at that payout level in the new month. The IBO is not eligible to receive commissions for the time period that the IBO's position was inactive.
- (ii) Any IBO who was terminated or has canceled their account is not eligible to re-apply for an IYOVIA business for six (6) months following the expiration of the IBO Agreement, except with the express written consent of IYOVIA.
- (iii) The sales and marketing organization of the terminated or canceled IBO account may, at the option of IYOVIA, compress up to the immediate, Active IBO in the hierarchy.

4.3 Effect of Cancellation

Following an IBO's cancellation for voluntary or involuntary termination (collectively, a "Cancellation"), such IBO:

- (i) Shall have no right, title, claim, or interest to any commission or bonus from the sales generated by the IBO's former sales and marketing organization or any other payments in association with the IBO's former position;

(ii) Waives any and all claims to property rights or any interest in or to the IBO's former sales and marketing organization; and

(iii) Shall receive commissions and bonuses only for the last full pay period in which the IBO was active prior to cancellation, less any amounts withheld during any period of suspension or during an investigation preceding an involuntary cancellation and less any other amounts owed to IYOVI A.

4.4 Modification of the IBO Agreement

An IBO may add a spouse or partner to the account or change the form of ownership from an individual to a Business Entity owned by the IBO by submitting a written request accompanied by a new IBO Agreement completed and signed by the authorized representatives of the Business Entity and a Business Registration Form if applicable, and any appropriate supporting documentation.

4.5 Unauthorized Transfer & Re-Enrollment

An IBO may not sell, assign, or otherwise transfer his, her, or its IBO business, marketing organization, or downline (or any rights thereto) without prior written approval of IYOVI A.

4.6 Change of Sponsor or Placement for IBOs

(a) Placement changes/corrections may be requested within a ten-day (10) period from the enrollment date. Such adjustments require a request for written permission directed to the IYOVI A Customer Support Team submitted from the personal back office of the Sponsor as well as the IBO to be moved and, in some cases, additional IBOs ranked above the IBO.

(b) Sponsor changes are generally not permitted. However, Sponsor corrections can be made if they are reported to the IYOVI A Compliance Team within twenty-four (24) hours from the time of enrollment. Sponsor corrections must be requested from the IBO back office of the current (original) Sponsor and must state the reason that the correction needs to be made.

(c) At the discretion of IYOVI A, IBOs who have been inactive for at least six (6) months, and who have not tendered a letter of voluntary termination, are eligible to request to transfer to a new Sponsor or Placement of their choice.

(d) When an IBO transfers in accordance with this Section 4.6, a new IYOVI A ID number will be issued to the IBO.

(e) The transferring IBO does not retain former rank, downline, or rights to commission from the IBO's former sales and marketing organizations. The existing downline sales and marketing organization of the transferring IBO shall remain in its original line of sponsorship or placement.

(f) IYOVIA reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

4.7 Change of Organizations

(a) An IBO may only transfer between IYOVIA sales and marketing organizations if he, she, or it submits a letter of voluntary termination to the IYOVIA Customer Service Team and remains inactive with, or in, IYOVIA for six (6) months from the receipt by IYOVIA of the request letter. After six (6) months, the IBO will be eligible to re-enroll under a different Sponsor or receive a different Placement.

(b) IYOVIA retains the right and discretion to approve or deny any request to re-enroll after an IBO's termination.

(c) If an IBO re-enrolls after voluntary termination, the IBO will be issued a new IYOVIA ID number. The IBO will not be entitled to keep any former rank, sales and marketing organization, or rights to commission from any prior organization.

4.8 Voluntary Termination

(a) An IBO may immediately terminate his, her, or its position by submitting a written notice or e-mail to the IYOVIA Customer Support Team at support@iyovia.com. The written notice must include the following:

(i) The IBO's intent to terminate their IBO account;

(ii) Date of termination;

(iii) IYOVIA Identification Number; and

(iv) The IBO's signature.

(b) An IBO may not use termination as a way to immediately change Sponsor and Placement. Instead, the IBO who has voluntarily terminated is not eligible to reapply for a position or have any financial interest in any IYOVIA business for six (6) months from the receipt of the written notice of termination. They may also not promote IYOVIA, hold themselves out as affiliated in any way with IYOVIA, or attend IYOVIA events after termination.

4.9 Involuntary Termination

(a) IYOVIA reserves the right to suspend or terminate an IBO for any reason, including, but not limited to:

(i) Violation of any terms or conditions of the Agreement, including these Policies and Procedures in effect at the time the violation occurred or was discovered;

(ii) Violation of any provision in the Compensation Plan;

(iii) Violation of any applicable law, ordinance, or regulation affecting the IYOVIA business; or

(iv) Engaging in unethical business practices or violating standards of fair dealing.

(b) IYOVIA will notify the IBO in writing through the e-mail on file or mail at the IBO's last known address of IYOVIA's intent to suspend or terminate the IBO's position and the reasons for suspension or termination. The IBO will have fifteen (15) calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for suspension or termination as stated in the notice. IYOVIA will then have thirty (30) calendar days from the date of receipt of the IBO's response to render a final decision as to suspension or termination. During the notice period, the IBO's account will be suspended and will not earn commissions under the Compensation Plan.

(c) After the expiry of the notice period, if a decision is made by IYOVIA to suspend or terminate the IBO's position, IYOVIA will inform the IBO that the position is suspended or terminated effective as of the date of the notification.

(d) Where justified by the gravity of the allegations against an IBO, IYOVIA may accelerate or omit any part of the process set out in this Section 4.9.

(e) If the suspension or termination is not rescinded by IYOVIA, the suspension or termination will be effective as of the date of the original notice. The former IBO shall thereafter be prohibited from using the names, marks, or signs, labels, stationery, advertising, or business material referring to or relating to any IYOVIA service or strategies. IYOVIA will notify the active Sponsor within ten (10) days after suspension or termination. The volume associated with the sales organization of a terminated IBO will "roll up" permanently to the next immediate active direct Sponsor on record.

(f) The IBO who is involuntarily terminated by IYOVIA may not reapply for a position, either under his, her, or its present name or any other name or entity, without the express written consent of an officer of IYOVIA, following a review by the IYOVIA Compliance Team. In any event, such IBO may not reapply for a position for twelve (12) months from the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

(a) A corporation or partnership (collectively referred to as a "Business Entity") may apply to be an IBO.

(b) An IBO may change their status under the same Sponsor from an individual to a partnership, or corporation, or from one type of Business Entity to another.

5.2 Independent Business Relationship; Indemnification for Actions

(a) IBOs are independent contractors acting in the capacity of wholly independent marketing representatives who establish and service retail customers for IYOVIA services and strategies. IBO status, as such, does not constitute either a sale of a security, franchise, or distributorship (exclusive or otherwise), and no fees have been or will be required from IBO for the right to market and sell IYOVIA services or strategies pursuant to the IBO Agreement outside of the monthly IBO administrative fee. The IBO Agreement is not intended to and shall not be construed to create an employer-employee relationship, agency, partnership, or joint venture between IBO and any other participant in the IYOVIA Compensation Plan and/or IYOVIA. As independent contractors, IBOs must: (i) Comply with all applicable federal, state, provincial, and local laws, rules, and regulations pertaining to the Agreement, including the sale, distribution, and advertising of IYOVIA services and strategies; and (ii) At an IBO's own expense, complete all filings and obtain such licenses as are required by applicable federal, state, provincial, and local laws, rules, and regulations with respect to the Agreement and the IBO's activities as an IBO.

(b) IBOs have no authority to bind IYOVIA to any obligation. It is each IBO's responsibility to pay all income, local, or applicable taxes as an independent contractor, and IBOs are not eligible for employee benefits such as unemployment compensation, worker's compensation, or minimum wages. IBOs are responsible for setting their own hours and supplying all of their own equipment and tools for operating their IYOVIA business, such as telephones, transportation, professional services, office equipment, and supplies. Further, IBOs should determine their own methods of sale so long as they comply with the Agreement. Without limiting the foregoing, IBOs shall be fully responsible for: (i) All applicable federal, state, and local withholding taxes, worker's compensation contributions, license requirements, and fees related to the IBO's earnings and activities as an IBO; and (ii) All expenses incurred in connection with the operation of the IBO's IYOVIA-related business, including but not limited to travel, meals, accommodation, secretarial, office, telephone, and other business expenses.

(c) The IBO is fully responsible for all of his, her, or its verbal and written communications made regarding IYOVIA services and strategies and the Compensation Plan. IBOs shall indemnify and hold harmless IYOVIA, its directors, officers, employees, contractors, suppliers, and agents from and against all liability, including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by IYOVIA as a result of the IBO's unauthorized representations or actions. This provision shall survive the termination of the Agreement.

5.3 Insurance

IYOVIA encourages IBOs to arrange insurance coverage for their business. A homeowner's insurance policy normally does not cover business-related injuries or the theft of or damage to inventory or business equipment. IBOs need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violations

An IBO who observes a policy violation by another IBO associated with IYOVIA should submit an e-mail to the IYOVIA Compliance Team at compliance@iyovia.com. Any and all violations should be reported directly to the IYOVIA Compliance Team, including the following:

- (i) The nature of the violation;
- (ii) Specific facts to support the allegations;
- (iii) Dates;
- (iv) Number of occurrences;
- (v) Persons involved; and
- (vi) Supporting documentation.

6.2 Adherence to the IYOVIA Compensation Plan

- (a) An IBO must adhere to the terms of the IYOVIA Compensation Plan, including as set forth in the Agreement and in official IYOVIA literature. Deviation from the Compensation Plan is prohibited.
- (b) An IBO shall not offer the IYOVIA opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official IYOVIA literature.
- (c) An IBO shall not require or encourage a current or prospective IBO to participate in IYOVIA in any manner that varies from the Agreement and as set forth in official IYOVIA literature.

(d) An IBO shall not require or encourage a current or prospective IBO to make a purchase from or payment to any individual or other entity as a condition to participating in the IYOVIA Compensation Plan.

6.3 Adherence to Laws and Ordinances

(a) Many countries, cities, counties, and townships have laws regulating certain home-based businesses. IBOs must check their local laws and obey the laws that apply to them.

(b) An IBO or Customer shall comply with all federal, state, provincial, and local laws, regulations, and licensing requirements relating to the conduct of the IBO or Customer's IYOVIA business.

(c) IBOs and Customers accept sole responsibility for and agree to pay all fines and incur all liabilities for their actions that violate any laws, regulations, or ordinances.

6.4 Compliance with Applicable Income Tax Laws

(a) An IBO accepts sole responsibility for and agrees to pay all federal, state, provincial, and local taxes on any income generated as an IBO, and further agrees to indemnify IYOVIA from any failure to pay such tax amounts.

(b) If an IBO's business is requested to do so, he, she, or it shall provide IYOVIA with his, her, or its federal Tax Identification Number, federal Social Security Number, or other tax identifier in writing, or by uploading the same to the IBO profile in the IYOVIA back office.

(c) IYOVIA encourages all IBOs to consult with a tax advisor for additional information for their business.

6.5 One IYOVIA Business Per IBO

An IBO may operate, or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, or beneficiary, in only one (1) IYOVIA business unless expressly authorized by IYOVIA to operate or have an ownership interest in more than one (1) IYOVIA business. Individuals of the same family unit, excluding spouses, may each enter into or have an interest in their own separate IYOVIA businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as parents or dependent children living at or doing business at the same address. Each position must build their position separate and independent of the other or the position will be deemed to be Stacking.

6.6 Actions of Household Members or Affiliated Parties

If any member of an IBO's immediate household engages in any activity that, if performed by the IBO, would violate any provision of the Agreement, such activity will be deemed a violation by the IBO, and IYOVIA may take disciplinary action pursuant to the Agreement against the IBO. Similarly, if any individual associated in any way with a Business Entity violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and IYOVIA may take disciplinary action against the Business Entity. Likewise, if an IBO enrolls in IYOVIA as a Business Entity, each affiliated party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

6.7 Identification Numbers and Pay-Out

(a) IYOVIA pays commissions only to an e-wallet account held in the name of the IBO. Each IBO will receive an invitation to activate their e-wallet account upon enrollment as an IBO, and commissions shall not be paid or due until the IBO activates the e-wallet account. The e-wallet account is provided by a third-party provider, and the IBO's use of the e-wallet is subject to the terms and conditions of the third-party provider, which shall be supplied to the IBO prior to e-wallet account activation. Once IYOVIA has transferred any commissions due to the IBO to the IBO's e-wallet account, IYOVIA shall have no further liability to the IBO in respect of such funds.

(b) Each IBO is required to provide his, her, or its federal Social Security Number or Federal Tax Identification Number, if located in the United States or any of its territories, to IYOVIA at the time the IBO initiates a transfer of monies or earnings to the IBO's e-wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a Pay-Out, and IYOVIA reserves the right to withhold Pay-Out from any IBO who fails to provide such information or who provides false information.

(c) Upon enrollment, IYOVIA will provide an IYOVIA Identification Number to the IBO. This number will be used to place orders, structure organizations, and track commissions and bonuses.

6.8 Sell, Assign, or Delegate Ownership

(a) In order to preserve the integrity of the hierarchical structure, it is necessary for IYOVIA to place restrictions on the transfer, assignment, or sale of a position.

(b) An IBO may not sell or assign his, her, or its rights or delegate his, her, or its position as an IBO without prior written approval by IYOVIA. Any attempted sale, assignment, or delegation without such written approval may be voided at the unfettered discretion of IYOVIA.

(c) Should the sale be approved by IYOVIA, a buyer assumes the position of the seller at the current qualified title, but at the current "paid as" rank at the time of the sale and acquires the seller's downline.

(d) To request authorization for a sale or transfer of an IYOVIA position, the following items must be submitted to the IYOVIA Compliance Team:

- (i) A Sale or Transfer Form properly completed, with the requisite signatures;
- (ii) A certified or notarized copy of the executed sale agreement;
- (iii) An IBO Agreement completed and signed by the Buyer and proof of good standing;
- (iv) Payment by seller of the \$250 administration fee;
- (v) Any additional supporting documentation requested by IYOVIA.

(e) An IBO who sells his, her, or its position or his, her, or its interest in a Business Entity that holds an IYOVIA position is not eligible to re-enroll as an IBO in any IYOVIA sales organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in the Agreement.

6.9 Separating an IYOVIA Business

(a) Pending a divorce or dissolution of a partnership or other Business Entity, the parties to the divorce or owning that Business Entity must adopt one of the following methods of operation:

(i) One of the parties may, with the written consent of the other(s), operate the IYOVIA business whereby the relinquishing spouse (which term herein means either an individual that is legally married or an individual that is party to a legally recognized common law relationship), shareholders, partners, or members authorize IYOVIA to deal directly and solely with the other spouse, non-relinquishing shareholder, partner, or member;

(ii) The parties may continue to operate the IYOVIA business jointly on a "business as usual" basis, whereupon all compensation paid by IYOVIA will be paid in the name designated as the IBO or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, IYOVIA will pay compensation to the name on record, and in such event, the IBO named on the account shall indemnify IYOVIA from any claims from the other business owner(s) or the other spouse with respect to such payment.

(b) IYOVIA recognizes only one sales organization for an IBO, and IYOVIA will issue only one commission payment per IYOVIA business per commission cycle. Under no circumstances will the hierarchy of an organization be divided, nor will IYOVIA split commissions and/or bonuses.

(c) If a relinquishing spouse, partner, or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original IYOVIA business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his, her, or its choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any IBO or active Customer in his, her, or its former organization, and must develop a new business in the same manner as any other new IBO. An IBO in the Relinquishing Party’s former downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization must comply with the requirements of the Agreement.

6.10 SUCCESSION

(a) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(b) Upon the death or incapacity of an IBO, the IBO’s business may be passed on to his or her legal successors in interest (the “Successor”). Whenever an IYOVIA business is transferred by will or other testamentary process, the Successor acquires the right to collect all bonuses and commissions of the deceased IBO’s sales organization. The Successor must:

- (i) Provide evidence of entitlement to assume the position;
- (ii) Complete and sign a new Agreement;
- (iii) Comply with the terms and conditions of the Agreement; and
- (iv) Meet all of the qualifications for the last rank achieved by the former IBO.

(c) Bonuses and commissions of an IYOVIA business transferred based on this section will be paid in a single transfer to the Successor. The Successor must establish an e-wallet account to which all bonus and commission payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.

(d) If the business is bequeathed to joint devisees (“Successors”), they must form a Business Entity and acquire a federal business number. IYOVIA will issue all bonus and commission payments to the managing Business Entity only.

(e) Appropriate legal documentation must be submitted to the IYOVIA Compliance Team to ensure the transfer is done properly. To affect a testamentary transfer of an IYOVIA business, the Successor must provide the following to the IYOVIA Compliance Team:

- (i) A certified copy of the death certificate; and

(ii) A notarized copy of the will or other appropriate legal documentation establishing the Successor's right to the IYOVIA business.

(f) To complete a transfer of the IYOVIA business because of incapacity, the Successor must provide the following to the IYOVIA Compliance Team:

(i) A notarized copy of the documentation establishing the Successor's right to administer the IYOVIA business; and

(ii) A completed IBO Agreement executed by the Successor.

(g) If the Successor is already an existing IBO, IYOVIA will allow such IBO to keep the IBO's own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the IBO must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.

(h) If the Successor wishes to terminate the IYOVIA position, the Successor must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.

(i) Upon written request, IYOVIA may grant a one (1) month bereavement waiver and pay out to the Successor at the last "paid as" rank.

7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action - Purpose

It is the spirit of IYOVIA that integrity and fairness should pervade among its IBOs, thereby providing everyone with an equal opportunity to build a successful business. Therefore, IYOVIA reserves the right to impose disciplinary sanctions at any time when it has determined that an IBO has violated the Agreement, including these Policies and Procedures as they may be amended from time to time by IYOVIA.

7.2 Consequences and Remedies of Breach

Disciplinary actions for breach of the Agreement may include any one or more of the following:

(i) Counseling the IBO on compliance;

(ii) Monitoring an IBO's conduct to assure compliance;

(iii) Issuance of a warning or requiring the IBO to take immediate corrective action;

(iv) Imposition of a fine (which may be imposed immediately or withheld from future commission payments as they are earned) or the withholding of commission payments

(“Commission Hold”) until the matter causing the Commission Hold is resolved or until IYOVIA receives adequate additional assurances from the IBO to ensure future compliance;

(v) Suspension from participation in IYOVIA or IBO events, rewards, or recognition;

(vi) Suspension of the IBO’s position for one or more pay periods;

(vii) Involuntary termination of the IBO’s Agreement and position;

(viii) Any other measure which IYOVIA deems feasible and appropriate to justly resolve injuries caused by the IBO’s Policy violation or contractual breach; or

(ix) Legal proceedings for monetary or equitable relief.

7.3 Suspension Procedures

(a) IYOVIA may, but is not required to, follow the following suspension procedures (the “Discipline Policy”):

(b) First Violation: Counseling and initial warning.

(i) A first violation may occur because the IBO is not familiar with the Agreement or obligations of an IBO. Counseling and the initial warning provide an opportunity for the IYOVIA Compliance Team to bring to the attention of the IBO the Agreement and the specific violation, and to provide counseling on compliance with the Agreement. The IYOVIA Compliance Team may also describe expectations and steps the IBO must take to resolve the violation. Within three (3) days of this notice, IYOVIA’s Compliance Team will determine if the non-compliant material or other policy violation has been remediated. If so, the IYOVIA Compliance Team may close the file. If not, the IYOVIA Compliance Team may proceed to the Second Violation procedure.

(c) Second Violation: Second warning and temporary suspension.

(i) Although it is hoped that the IBO will promptly correct the violation(s), IYOVIA recognizes that this may not always occur. The second warning may indicate the seriousness of repeated violations and may prompt a temporary suspension of the IBO’s account. During the suspension period, the IBO waives any and all rights to Pay-Out. Once the violation has been remedied, the suspension may be lifted. The IBO may be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.

(d) Third Violation: Termination.

As described above, IYOVIA will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final warning, suspension, and commissions forfeiture before proceeding to termination; however, IYOVIA reserves the right to combine and omit steps

depending on the circumstances of each situation and the nature of the violation. Furthermore, an IBO may be suspended or terminated without prior notice or disciplinary action.

(e) Serious Violations.

As described above, IYOVIA will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final warning, suspension, and commissions forfeiture before proceeding to termination; however, IYOVIA reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, an IBO may be suspended or terminated without prior notice or disciplinary action.

IYOVIA treats the posting of non-compliant content on social media as a serious breach of the Agreement and will accelerate the disciplinary process for such breaches.

8.1 Grievances Between IBOs

(a) If an IBO has a grievance or complaint against another IBO regarding any practice or conduct relating to their respective IYOVIA businesses, that IBO is encouraged to resolve the issue directly with the other party. If resolution cannot be reached, it should be reported directly to the IYOVIA Compliance Team as outlined below in this Section.

(b) The IYOVIA Compliance Team will be the final authority on settling any grievance or complaint between IBOs in matters relating to the IYOVIA business, and its decision shall be final and binding on all IBOs.

(c) IYOVIA will confine its involvement to disputes regarding IYOVIA business matters only. IYOVIA will not decide issues that involve personality conflicts or unprofessional conduct by or between IBOs outside the context of an IYOVIA business. These issues go beyond the scope of IYOVIA and may not be used to justify a Sponsor or Placement change or a transfer to another IYOVIA organization.

(d) IYOVIA does not consider, enforce, or mediate third-party agreements between IBOs, nor does IYOVIA provide names, funding, or advice for obtaining outside legal counsel.

(e) Process for Grievances:

(i) The IBO should submit a letter of complaint (e-mail will be accepted) directly to the IYOVIA Compliance Team. The letter shall set forth the details of the incident as follows:

(e) Process for Grievances:

(i) The IBO should submit a letter of complaint (e-mail will be accepted) directly to the IYOVIA Compliance Team. The letter shall set forth the details of the incident as follows:

- (A) The nature of the violation;
- (B) Specific facts to support the allegations;
- (C) Dates;
- (D) Number of occurrences;
- (E) Persons involved; and
- (F) Supporting documentation.

(ii) Upon receipt of the written complaint, IYOVIA may conduct an investigation according to the following procedures:

(A) The IYOVIA Compliance Team may send an acknowledgment of receipt to the complaining IBO;

(B) The IYOVIA Compliance Team may provide a verbal or written notice of the allegation to the IBO under investigation. If a written notice is sent to the IBO, the IBO will have ten (10) business days from the date of the notification letter to present all information relating to the incident for review by IYOVIA;

(C) The IYOVIA Compliance Team will investigate the complaint and consider submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary;

(D) During the course of the investigation, the IYOVIA Compliance Team may only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. IBO calls, letters, and requests for progress reports during the course of the investigation will not be answered or returned;

(E) IYOVIA will make a final decision and timely notify the IBOs involved.

8.2 Dispute Resolution

PLEASE READ THIS SECTION OF THE IBO AGREEMENT CAREFULLY, AS IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES THROUGH BINDING ARBITRATION AND INCLUDES CERTAIN WAIVERS, INCLUDING CLASS ACTION, CLASS ARBITRATION AND JURY TRIAL WAIVERS.

(a) IBOs, Customers, and IYOVIA (for the purposes of this section, collectively “the Parties”) recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise.

(b) All disputes and claims relating to IYOVIA, the IBO Agreement, or IYOVIA services and strategies, the rights and obligations of an IBO and IYOVIA, or any other claim or causes of action relating to the performance of either an IBO and IYOVIA under the Agreement (“Dispute”) shall be settled totally and finally by arbitration in Las Vegas, Nevada, or such other location as IYOVIA prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure, subject to all limitations contained therein. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. Nothing in the Agreement shall prevent IYOVIA 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 IYOVIA’s interest prior to, during, or following the filing of any arbitration or other proceeding pending the rendition of a decision or award in connection with any arbitration or other proceedings. For the avoidance of doubt, the claims of different IBOs shall be heard in separate, bilateral arbitration proceedings. Arbitration proceedings and any award shall be kept confidential. No amendment to this arbitration provision shall apply to a Dispute of which IYOVIA had actual notice on the date of the amendment. Any termination of this arbitration provision shall not be effective until ten (10) days after reasonable notice of termination is given to IBOs or as to Disputes which arose prior to the date of termination.

(c) **CLASS ACTION WAIVER.** IN THE EVENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, FOR ANY REASON, EACH OF THE IBO AND IYOVIA AGREE THAT SUCH DISPUTE WILL ONLY BE RESOLVED ON AN INDIVIDUAL BASIS. EACH OF THE IBO AND IYOVIA SPECIFICALLY AGREE THAT IT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR GROUP PROCEEDING.

(d) **JURY TRIAL WAIVER.** TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, FOR ANY REASON, IF NOT PROHIBITED BY APPLICABLE LAW, EACH OF THE IBO AND IYOVIA HEREBY WAIVE ANY RIGHT TO A JURY TRIAL TO THE MAXIMUM EXTENT PERMITTED BY LAW.

(e) **Delegation to Arbitrator.** Except as provided in this Section 8, I acknowledge and agree that the arbitrator(s), and not any federal, state, or local court, shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or validity of these Dispute Resolution Provisions, including without limitation any claim that these Dispute Resolution Provisions are void or voidable.

(f) **Severability.** If any provision contained in these Dispute Resolution Provisions is deemed invalid or unenforceable, such provision shall be modified automatically to the minimum extent necessary to render the parties’ agreement to arbitrate valid and enforceable. If a provision

conflicts with a mandatory provision of Applicable Law, the conflicting provision shall be severed automatically, and the remainder construed to incorporate the mandatory provision. In the event of such severance or modification, the remainder shall not be affected.

(g) **Termination.** The Dispute Resolution Provisions shall remain in effect even after termination of the Agreement or the termination of the IBO's business association with IYOVI A.

8.3 Severability

If any provision of the Agreement is found to be invalid or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of the Agreement.

8.4 Waiver

- (a) Only an officer of IYOVI A can, in writing, affect a waiver of the Agreement.
- (b) IYOVI A's waiver of any particular breach by an IBO shall not affect IYOVI A's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other IBO.
- (c) The existence of any claim or cause of action of an IBO against IYOVI A shall not constitute a defense to IYOVI A's enforcement of any term or provision of the Agreement.

8.5 Governing Law

Subject to and without waiving the terms set above, jurisdiction and venue of any controversy or claim arising from the Agreement or between IYOVI A and IBO shall be in Las Vegas, Nevada. The laws of the State of Nevada shall govern all matters relating to or arising from the Agreement or between IYOVI A and IBOs.

9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications

- (a) An IBO must be active and in compliance with the Agreement to qualify for commissions. So long as an IBO complies with the terms and conditions set forth in the Agreement, IYOVI A shall pay commissions to such IBOs in accordance with this Agreement, the Compensation Plan, and any amendments thereto.

(b) IYOVIA will not issue a payment, in any form, to an IBO without first receiving all administrative fees and a completed electronic IYOVIA application, which includes an executed copy of this Agreement.

(c) IYOVIA reserves the right to postpone commission payments until the cumulative amount of bonuses and commissions owed to an IBO exceeds \$50.00.

9.2 Computation of Commissions and Discrepancies

(a) Commissions, bonuses, overrides, and achievement levels are calculated each month.

(b) An IBO must review his, her, or its earnings certificate in their back office promptly and report any discrepancies within thirty (30) days of receiving a commission payment. No additional requests will be considered after thirty (30) days.

(c) For additional information on payment of commissions, please review the Compensation Plan.

9.3 Adjustments to Bonuses and Commissions for Returned Services or IBO Memberships

(a) An IBO receives commissions based on the actual sales of services and strategies to Customers through service and strategy purchases. When services or strategies are canceled by a Customer and a refund is paid by IYOVIA to the Customer, the commissions attributable to the refunded service will be deducted from the IBO who received commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

(b) In the event that an IBO terminates his, her, or its position, and the amounts of the bonuses or commissions attributable to the refunded services or strategies have not yet been fully recovered by IYOVIA, the remainder of the outstanding balance may be offset against any other amounts that may be owed by IYOVIA to the terminated IBO.

If an IBO has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, genealogy, orders, or charges, the IBO must notify IYOVIA in writing within thirty (30) days of the date the error or incident in question occurred. Any such errors, omissions, or problems not reported within thirty (30) days shall be deemed waived by the IBO.

10.0 ORDERING SERVICES

10.1 General Service Ordering Policies

(a) "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes: (i) The enrollment of individuals or Business Entities without the knowledge of and/or completion of an online enrollment by such individuals or Business Entities; (ii) The fraudulent enrollment of an individual or Business Entity as an IBO or Customer; (iii) The enrollment or attempted enrollment of non-existent individuals or Business Entities as IBOs or Customers ("phantoms"); (iv) Purchasing IYOVIA services or strategies 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 service or strategy purchases by end consumers.

(b) IYOVIA requires that IBOs use their own payment method and not allow others to use them. An IBO shall not use another IBO's or Customer's credit card or debit account to enroll in IYOVIA or purchase services without the account holder's written permission.

(c) Where an IBO's payment method is invalid or payment cannot be processed, IYOVIA will attempt to contact the IBO by phone, mail, or e-mail in order to obtain another form of payment. If these attempts are unsuccessful, any service order related to the invalid payment method may be canceled.

(d) Prices are subject to change without notice.

(e) Any errors or incorrect charges to an IBO payment method must be reported to IYOVIA within three (3) calendar days from the date of the transaction.

10.2 Sales to Customers

(a) Sales to Customers must be done directly through an IBO's replicated website.

(b) IBOs must comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return services) afforded to consumers.

10.3 Insufficient Funds

(a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.

(b) Any outstanding balance owed to IYOVIA by an IBO from NSF (non-sufficient funds) or insufficient fund fees (ACH), will be withheld by IYOVIA from that IBO's future bonus and commission funds.

(c) All transactions involving insufficient funds, which are not resolved in a timely manner by the IBO, constitute grounds for disciplinary sanctions or termination of the account.

(d) If a credit card order or automatic debit is declined the first time, the IBO will be contacted directly, and a request for an alternate form of payment will be made. If these attempts are unsuccessful, any service order related to the invalid payment method may be canceled.

10.4 Credit Card Purchases

(a) Credit card purchases may only be made by the individual whose name and address are on the credit card. Any IBO who uses another individual's credit card to pay for purchases risks having his, her, or its IYOVIA account suspended pending an investigation and resolution of any complaints regarding unauthorized charges. IYOVIA considers such transactions fraudulent and will report them to the proper authorities.

(b) Under no circumstance may any IBO unreasonably charge back any credit card purchases. If an IBO charges back any payments due to IYOVIA, such IBO will immediately lose all credit card ordering privileges until the disputed charges are resolved. If the disputed charges are found to be valid and/or the chargeback is found to be unreasonable and/or unjustified, IYOVIA may terminate the IBO's position. If an erroneous charge is applied to an IBO's credit card, the IBO should immediately contact the IYOVIA Support Team via e-mail at support@iyovia.com to initiate an investigation and resolution.

10.5 Sales Tax Obligation

(a) The IBO shall comply with all federal and local taxes and regulations governing the sale of IYOVIA services or strategies.

(b) IYOVIA encourages each IBO to consult with a tax advisor for additional information for his, her, or its business.

(c) IYOVIA may be required to charge and remit sales tax to the various states and U.S. territories based on the retail price of services.

10.6 Refund Policy

IYOVIA Customers:

(i) If within the first seven (7) days, a Customer is not satisfied with the service, he, she, or it must contact support@iyovia.com for a full refund of the amounts paid to IYOVIA, with the exception of Bitcoin purchases.

(ii) All purchases are charged and refunded in U.S. Dollars. All refunds and exchanges will be made to the payment method used for the original purchase and will be refunded or exchanged in U.S. Dollars. IYOVIA is not responsible for any losses due to fluctuating exchange rates.

11.0 IYOVIA Opportunity

11.1 Presentation of Compensation Plan – Income Claims

In presenting the IYOVIA opportunity to potential IBOs, an IBO is required to comply with the following provisions:

- (i) An IBO shall not misquote or omit any significant material fact about the Compensation Plan.
- (ii) An IBO shall make it clear that the Compensation Plan is based upon sales of IYOVIA services and not upon the sponsoring of other IBOs.
- (iii) An IBO shall make it clear that success can be achieved only through substantial and diligent independent efforts.
- (iv) An IBO shall not make income projections, claims, or guarantees while presenting or discussing the IYOVIA opportunity or Compensation Plan to prospective IBOs. An IBO should inform all prospective IBOs that success requires substantial work. Income claims include, but are not limited to, copies of payment checks, bank statements, rank earnings, tax documents, trading profits, lifestyle claims, or photos (i.e., cash, exotic cars, yachts, etc.). Income claims are prohibited at events and/or posting on social media, websites, or videos. If found to have posted income or lifestyle claims on social media, an IBO will receive a notice to remove the post immediately. Failure to remove a post on request may result in suspension. Repeated offenses will result in suspension or possible termination.
- (v) An IBO may not make any income or profit claims or show trading results based on or regarding services or strategies offered by IYOVIA.
- (vi) An IBO may not recommend or be affiliated with brokers or investment advisors or make any claim that IYOVIA is offering any products or services other than an educational platform and services.
- (vii) An IBO may not make any claim or infer that the IYOVIA opportunity or Compensation Plan can replace or exceed income impacted by Coronavirus Disease 2019 (COVID-19).

11.2 Events

- (a) IBOs are limited to charging a reasonable seat charge per person for events to cover the cost of venue hire and associated out-of-pocket event costs.

(b) All marketing materials created by an IBO to support an IBO event and all on-stage content must comply with the Agreement, including these Policies and Procedures, and all applicable laws and regulations.

11.3 Trading Policies

(a) IBOs are strictly prohibited from selling Signals, Trading Bots, Auto-traders, or taking investments to trade. Any violation of these will result in immediate termination.

(b) Trading challenges or projected growth charts are prohibited.

11.4 Sales Requirements Are Governed by the Compensation Plan

There are no exclusive territories granted to anyone. No franchise fees are applicable to an IYOVIA business.

12.0 PROPRIETARY INFORMATION & TRADE SECRETS

12.1 Business Reports, Lists, and Proprietary Information

By agreeing to the Agreement, IBOs and Customers acknowledge that business reports, the identity and contact information of Customers, IBOs, and potential Customers or IBOs (including as available on group chats), information about IYOVIA's or an IBO's genealogy, and any other financial, technical, or other information that is not generally known and/or is of a sensitive nature and that is circulated by IYOVIA or pertains to the business of IYOVIA, both written or otherwise, whether that information is received directly from IYOVIA or from other IBOs are confidential and proprietary information and trade secrets belonging to IYOVIA. Such information shall be referred to collectively as "IYOVIA Confidential Information and Trade Secrets."

12.2 Obligation of Confidentiality

IBOs shall not use IYOVIA's Confidential Information and Trade Secrets for any purpose other than to promote an IBO's IYOVIA business. An IBO may never disclose IYOVIA's non-public Confidential Information and Trade Secrets to anyone outside IYOVIA without the written consent of IYOVIA management. This Agreement, among other things, prohibits the replication of IYOVIA's or an IBO's genealogy in another network marketing company. This provision survives the termination of this Agreement. To reduce the risk of intentional or inadvertent misuse of IYOVIA's Confidential Information and Trade Secrets, during the term of the Agreement and for a period of one (1) year after the termination or expiration of this Agreement, IBOs shall not:

1. Use any information obtained from IYOVIA or its affiliates (whether or not the IBO believes that it is IYOVIA Confidential Information and Trade Secrets) to compete with IYOVIA or for any purpose other than promoting an IBO's IYOVIA business; or
2. Disclose to any person or entity any Confidential Information and Trade Secrets obtained from IYOVIA or its affiliates during the life of this Agreement (whether or not the IBO believes that it is IYOVIA Confidential Information and Trade Secrets).

12.3 Breach and Remedies

IBOs acknowledge that IYOVIA's non-public Confidential Information and Trade Secrets are of such character as to render them unique, and that disclosure or use thereof in violation of §12.1 et seq. will result in immediate and irreparable harm to IYOVIA and to IBO's IYOVIA businesses. In addition to recovering any damages, IYOVIA and its IBOs will be entitled to expedited injunctive relief against any IBO who violates this provision in any action to enforce its rights under this section. IYOVIA may seek such injunctive relief on an expedited basis under the federal Defend Trade Secrets Act and/or the laws of the State of Nevada. The prevailing party shall be entitled to an award of lawyer's fees, court costs, and expenses.

12.4 Return of Materials

An IBO shall immediately return to IYOVIA the original and all copies of all IYOVIA Confidential Information and Trade Secrets in such person's possession upon (1) termination of this Agreement, or (2) demand by IYOVIA.

13.0 PRIVACY POLICY

13.1 Introduction

All IBOs shall understand and adhere to the basic principles of confidentiality and data privacy, and their use of the IYOVIA website is subject to the terms of the IYOVIA Privacy Policy ("Privacy Policy") published at the iyovia.com website as amended from time to time. Without limiting the terms of this section, all IBOs must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow IBO information.

13.2 Expectation of Privacy

(a) IYOVIA recognizes and respects the importance its Customers and IBOs place on the privacy of their financial and personal information. IYOVIA will safeguard the privacy of, and maintain the confidentiality of, its Customers' and IBOs' financial and account information and non-public personal information in accordance with the terms of its Privacy Policy.

(b) By entering into the Agreement, an IBO authorizes IYOVIA to disclose his, her, or its name and contact information to Upline IBOs solely for activities related to the furtherance of the IYOVIA business. An IBO hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his, her, or its downline organization and conducting the IYOVIA business.

13.3 Restrictions on the Disclosure of Account Information

IYOVIA will not share non-public personal information or financial information about current or former Customers or IBOs with third parties, except in accordance with the Agreement, the Privacy Policy, as permitted or required by laws and regulations, court orders, or to serve the Customers' or IBOs' interests, or to enforce its rights or obligations under the Agreement, or with written permission from the account holder on file.

14.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

14.1 Displaying Services

(a) An IBO may not re-brand electronically or otherwise any IYOVIA services, strategies, information, materials, or program(s) in any way. IYOVIA services and strategies must only be sold through the IYOVIA ecosystem of replicated websites, hosted on IYOVIA servers.

(b) An IBO shall not cause any IYOVIA service, strategy, or any IYOVIA trade name to be promoted, sold, or displayed in retail establishments except where the retail establishment is owned or managed by the IBO and the establishment does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer establishments under common ownership or management.

(c) An IBO may sell IYOVIA services or strategies and display the IYOVIA trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of IYOVIA subject to the following:

(i) An IBO is prohibited from selling IYOVIA services or strategies or displaying the IYOVIA trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, including, without limitation, a mall or retail facility.

(ii) IYOVIA reserves the right, within its unfettered discretion, to refuse to provide authorization for an IBO to participate in any function that IYOVIA does not deem a suitable forum for the promotion of IYOVIA's services and strategies, or the IYOVIA business opportunity.

14.2 Use of Company Names and Protected Materials

(a) An IBO must safeguard and promote the good reputation of IYOVIA and the services they market. The marketing and promotion of IYOVIA, its services, the IYOVIA business opportunity, and the Compensation Plan must be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices.

(b) All promotional materials supplied or created by IYOVIA must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the IYOVIA Compliance Team.

(c) The name of IYOVIA, each of its service names, and other names that have been adopted by IYOVIA, in connection with its business, are proprietary trade names, trademarks, and service marks of IYOVIA. As such, these marks are of great value to IYOVIA and are supplied to IBOs for their use only in an expressly authorized manner.

(d) An IBO's use of the name "IYOVIA" is restricted to protect IYOVIA's proprietary rights and to ensure that the IYOVIA protected names will not be lost or compromised by unauthorized use. Use of the IYOVIA name in relation to any product, service, or strategy not produced or offered by IYOVIA is prohibited except as follows:

(i) [IBO's name] Independent IYOVIA IBO or IYOVIA Independent Business Owner.

(ii) [IBO's name] Independent IBO of IYOVIA Services.

(e) Additional restrictions on the use of the IYOVIA name include:

(i) All stationary (i.e., letterhead, envelopes, and business cards) bearing the IYOVIA name or logo intended for use by the IBO must be submitted via e-mail to the IYOVIA Compliance Team for approval. Submit to: compliance@iyovia.com.

(ii) IBOs may list "Independent IYOVIA IBO" in the white pages of the telephone directory and equivalent online directories under his, her, or its own name.

(iii) IBOs may not use the name IYOVIA in answering his, her, or its telephone, creating an outgoing voice message, or in relation to the use of an answering service in such a way as to give the impression to a caller that he or she has reached IYOVIA's corporate office. IBOs may answer calls by describing themselves as an "Independent IYOVIA IBO."

(f) Certain photos and graphic images used by IYOVIA in its advertising, packaging, and websites are the result of paid contracts with third parties that do not extend to or cover IBOs. If an IBO wants to use such materials, they must negotiate individual contracts with the third parties for a fee.

(g) An IBO shall not appear on, or make use of, television, radio, or any other media to promote or discuss IYOVIA or its programs, services, products, or the IYOVIA business opportunity without prior written permission from the IYOVIA Compliance Team.

(h) An IBO may not produce for sale or distribution any IYOVIA event or speech, nor may an IBO reproduce IYOVIA audio or video clips for personal use or sale without prior written permission from the IYOVIA Compliance Team.

(i) An IBO shall not promote non-IYOVIA services, strategies, or products in conjunction with IYOVIA services or strategies on the same social media site or same advertisement without prior approval from the IYOVIA Compliance Team.

(j) IBOs may not make claims, including personal testimonials, relating to any services or strategies offered by IYOVIA, except as contained in official IYOVIA literature. For the avoidance of doubt, IBOs are prohibited from making any claims that IYOVIA services or strategies, or the IYOVIA business opportunity, guarantee financial or investment growth, profits, or any other statement that could be understood to guarantee a return on investment.

14.3 Faxes and E-mail - Limitations

(a) Except as provided in this section, an IBO may not use or transmit unsolicited e-mail, mass e-mail distribution, other commercial electronic messages, or "spamming" that advertises or promotes the operation of his, her, or its IYOVIA business. The exceptions are:

(i) E-mailing any person who has given prior permission or invitation; and/or

(ii) E-mailing any person with whom the IBO has established a current business or personal relationship.

(b) In all states or U.S. or international territories where prohibited by law, an IBO may not transmit, or cause to be transmitted through a third-party (by telephone, facsimile, computer, or other device), an unsolicited advertisement to any equipment that has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1, or any other signal carrying device, except as set forth in this section.

(c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:

(i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;

(ii) A clear return path or routing information;

(iii) The use of a legal and proper domain name;

(iv) A clear and obvious notice of the opportunity to decline to receive further commercial

facsimile or e-mail messages from the sender;

(v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;

(vi) The true and correct name of the sender, valid sender's fax or e-mail address, and a valid sender physical address;

(vii) The date and time of the transmission;

(viii) Upon notification by the recipient of his or her request not to receive further faxed or e-mailed documents, an IBO shall not transmit any further documents to that recipient.

(d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:

(i) Use of any third-party domain name without permission; or

(ii) Sexually explicit materials.

14.4 Internet and Third-Party Website Restrictions

(a) An IBO is prohibited from creating or registering any third-party website to promote, sell, or advertise their IYOVIA business. An IBO is prohibited from using or attempting to register any of IYOVIA's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the IYOVIA name, or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third-party websites, e-mail addresses, web pages, or blogs.

(b) An IBO may not sell IYOVIA services or strategies, or offer the business opportunity using "online auctions," such as eBay®, Amazon, Etsy, or other external retail websites, or auction sites.

(c) Social media sites may be used to market, sell, or offer to sell IYOVIA services or strategies.

PROFILES AN IBO GENERATES IN ANY SOCIAL COMMUNITY WHERE IYOVIA IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE IBO AS AN INDEPENDENT IYOVIA IBO, and when an IBO participates in any such communities, IBOs must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. IYOVIA reserves the right to determine what is considered acceptable within its sole and unfettered discretion, and IBOs who violate this provision may be subject to disciplinary action.

(d) Banner ads and images used on websites must be current and must come from the IYOVIA-approved library, official IYOVIA website, or social media outlet. If a link is provided, it must link to the posting IBO's replicated website.

(e) Anonymous postings or the use of an alias on any social media site is prohibited, and offending IBOs may be subject to disciplinary action.

(f) IBOs may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments IBOs create or leave must be useful, unique, relevant, and specific to the blog's article.

(g) IBOs must disclose their full name on all social media postings and conspicuously identify themselves as an Independent IYOVIA IBO for IYOVIA.

(h) Postings that are false, misleading, or deceptive are prohibited, including in relation to the IYOVIA income opportunity, IYOVIA's services, strategies, and/or an IBO's biographical information and credentials.

(i) IBOs are personally responsible for their postings and all other online activity, even if an IBO does not own or operate a blog or social media site.

(j) IBOs are responsible for any postings on any platform that the IBO owns, operates, or controls, regardless of who made the post.

(k) As an IBO, it is important not to contact or participate in communications with any persons or entities that publish potentially negative posts against an IBO or IYOVIA. Negative posts should be reported to IYOVIA at support@iyovia.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as IYOVIA, and therefore damages the reputation and goodwill of IYOVIA.

(l) The distinction between a social media site and a third-party website may not be clear, because some social media sites are particularly robust. IYOVIA therefore reserves the sole and exclusive right to classify certain social media sites as third-party websites, which are herein prohibited.

(m) If an IBO's IYOVIA business is terminated for any reason, that IBO must discontinue using the IYOVIA name, and all of IYOVIA's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all social media sites. To the extent an IBO has posted on any social media or other Internet site identifying the IBO as affiliated with IYOVIA, the IBO must immediately and conspicuously disclose on all such websites or social media sites that the IBO is no longer an IBO.

(n) Failure to comply with the Agreement for conducting business online may result in the IBO losing their right to advertise and market IYOVIA services, strategies, and the IYOVIA business opportunity online in addition to any other disciplinary action available under the Agreement.

14.5 Advertising and Promotional Materials

Advertising and all forms of communications must adhere to principles of honesty and propriety.

14.6 Testimonial Permission

IYOVIA may use without compensation an IBO's testimonial or image and likeness in any and all corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the IYOVIA business opportunity, an IBO waives any right to be compensated for the use of his, her, or its testimonial or image and likeness, even though IYOVIA may be paid for items or sales materials containing such image and likeness, and represents that any testimonial represents the IBO's current, original, honest opinion, thoughts, beliefs, findings, or experiences, based on the IBO's actual experience with IYOVIA and any stated use of IYOVIA services and/or strategies. IBOs agree to notify IYOVIA immediately of any changes in the views expressed in the testimonial. In some cases, an IBO's testimonial may appear in another IBO's advertising materials.

14.7 Telemarketing - Limitations

(a) An IBO must not engage in telemarketing in relation to any work performed for or in relation to IYOVIA in breach of applicable laws, regulations, and codes. The term "telemarketing" means the placing of one or more telephone calls or facsimile transmissions to any individuals or entities with the purpose of inducing those individuals or entities to purchase IYOVIA services or strategies or to recruit them for the IYOVIA opportunity.

(b) The United States federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on a "Do-Not-Call" list (DNCL) and/or people who tell the caller directly not to call/fax in the future.

(c) While an IBO may not consider himself or herself a "telemarketer" in the traditional sense, regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on a "Do-Not-Call" registry could be a violation of the law. These regulations must not be taken lightly, as they carry significant penalties.

(d) "Cold calls" or unsolicited calls/faxes made to prospective Customers or IBOs to promote IYOVIA services, strategies, or the IYOVIA opportunity are considered telemarketing and are prohibited.

(e) An IBO shall not use automatic telephone dialing systems in the operation of his, her, or its IYOVIA businesses.

(f) Failure to abide by the Agreement or applicable laws, regulations, or codes regarding telemarketing may lead to sanctions against the IBO by IYOVIA, up to and including termination of the IBO.

(g) By accepting the Agreement, or by accepting commissions, other payments, or awards from IYOVIA, an IBO gives permission to IYOVIA and other IBOs to contact them as permitted under the Federal Do-Not-Call regulations.

(h) In the event an IBO violates this section, IYOVIA reserves the right to institute legal proceedings to obtain monetary or equitable relief.

(i) Exceptions to Telemarketing Regulations: An IBO may place telephone calls or faxes to prospective Customers or IBOs under the following limited situations:

(i) If the IBO has an established current business relationship with the prospect;

(ii) In response to the prospect's personal inquiry or application regarding a service or strategy offered by the IBO, but only for a period of three (3) months following that inquiry or application;

(iii) If the IBO receives written and signed permission from the prospect authorizing the IBO to call or fax;

(iv) If the call/fax is to family members, personal friends, and acquaintances. However, if an IBO makes a habit of collecting business cards from everyone he, she, or it meets and subsequently calls or faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption;

(v) IBOs engaged in calling "acquaintances," must make such calls or faxes on an occasional basis only and not as a routine practice.

15.0 INTERNATIONAL MARKETING

Each IBO shall comply with all applicable laws and regulations in the country, state, or province where he, she, or it is marketing the IYOVIA services, strategies, or business opportunity outside of the United States.

16.0 IYOVIA GLOSSARY OF TERMS

ACTIVE IBO: An IBO who is in good standing with respect to the Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan.

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

COMPLIANCE TEAM: The IYOVIA Compliance Team, which can be contacted at compliance@iyovia.com.

CUSTOMER: An end consumer who purchases IYOVIA services and does not engage in building a business or promoting the sale of IYOVIA services and strategies.

CUSTOMER SERVICE TEAM: The IYOVIA Customer Service Team, which can be contacted at: support@iyovia.com.

DOWNLINE: IBO or IBOs located beneath another IBO in any IYOVIA sales or marketing organization network or Genealogy.

SPONSOR OR SPONSORING IBO: An IBO who enrolls a Customer, retailer, or another IBO into IYOVIA and is listed as the Sponsor on the IBO Agreement. The act of enrolling others and training them to become IBOs is called “sponsoring.”

INDEPENDENT BUSINESS OWNER (“IBO”): An individual or entity who actively promotes, markets, and sells IYOVIA services and/or strategies for profit and who actively seeks and recruits others to do the same in accordance with the Agreement.

LINE OF SPONSORSHIP (“LOS”): A report generated by IYOVIA 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 IYOVIA.

ORGANIZATION or MARKETING NETWORK or GENEALOGY: The Customers and IBOs located above or below a particular IBO in IYOVIA’s marketing and sales structure or genealogy.

IYOVIA MATERIAL: Literature, audio or video tapes, and/or any other materials developed, printed, published, or otherwise distributed by IYOVIA, including to IBOs and Customers.

PLACEMENT: An IBO’s position inside his, her, or its Sponsor’s organization.

RECRUIT or RECRUITING: The actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another IBO or Customer to enroll or participate in a multi-level marketing, network marketing, or direct sales opportunity.

SUPPORT TEAM: The IYOVIA Support Team, which can be contacted at support@iyovia.com.

UPLINE: An IBO or IBOs located above another IBO in any IYOVIA marketing network or genealogy.

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