

**TAVA VENTURES, INC.**

**Statement of Policies &  
Procedures**

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## 1.0 **INTRODUCTION**

### 1.1 **Mutual Commitment Statement**

Tava Ventures, Inc. (hereinafter referred to as “**Tava**”) recognizes that to develop a long-term and mutually rewarding relationship with its Compensation Plan participants (hereinafter referred to as “Associate(s)”) must acknowledge and respect the true nature of the relationship and support the “Customers”.

- a) In the spirit of mutual respect and understanding, Tava is committed to:
  - (i) Provide prompt, professional, and courteous service and communications to its Associates and Customers;
  - (ii) Provide the highest level of quality products, at fair and reasonable prices;
  - (iii) Exchange or refund the purchase price of any product or service as provided in our return policies contained herein;
  - (iv) Deliver orders promptly and accurately;
  - (v) Pay commissions accurately and on a timely basis;
  - (vi) Expedite orders if an error or unreasonable delay occurs;
  - (vii) Maintain a mutually beneficial Compensation Plan;
  - (viii) Support, protect, and defend the integrity of the Tava Business Opportunity;
  
- b) In return, Tava expects that its Associates will:
  - (i) Conduct themselves in a professional, honest, and considerate manner;
  - (ii) Present Tava Corporate and Tava product information in an accurate and professional manner;
  - (iii) Present the Compensation Plan and return and exchange policies in a complete and accurate manner;
  - (iv) Not make exaggerated income or product claims;
  - (v) Make reasonable effort(s) to support and train other Associates and Customers in their downline;
  - (vi) Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;
  - (vii) Provide positive guidance and training to Tava Associates and Customers in their downline while exercising caution to avoid interference with other downlines. As such, an Associate is discouraged from providing cross-line training to other Associates or Customers in a different organization without first obtaining consent of the Associate’s or Customer’s upline leader;

- (viii) Support, protect, and defend the integrity of the Tava business opportunity.

## **1.2 Code of Ethics**

- a) Tava desires to provide its independent Associates with the best products and Compensation Plan in the industry. Accordingly, Tava values constructive criticism and encourages the submission of written comments addressed to the Tava Compliance Department.
- b) Associate's negative and disparaging comments about Tava, its products, these Policies, or Compensation Plan, made to Tava, or to the field or at any Tava meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other Associates and Customers. Tava Associates must not belittle Tava, fellow Tava Associates, Tava products or services, the Compensation Plan, or any and all Tava directors, officers, or employees, product suppliers, or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Tava.
- c) Tava endorses the following code of ethics:
  - (i) A Tava Associate must show fairness, tolerance, and respect to all people associated with Tava, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale, and community spirit.
  - (ii) An Associate shall strive to resolve business issues, including situations with upline and downline Associates, by emphasizing tact, sensitivity, and goodwill; and taking care not to create additional problems.
  - (iii) Tava Associates must be honest, responsible, professional, and conduct themselves with integrity.
  - (iv) Tava Associates shall not (a) make disparaging statements about Tava, other Associates, Tava employees, product suppliers or agents, products, services, sales, and marketing campaigns, or the Compensation Plan, or (b) make statements that unreasonably offend, mislead or coerce others.
- d) Tava may take appropriate action against an Associate if it determines, in its sole discretion, that an Associate's conduct is detrimental, disruptive, or injurious to Tava or to other Associates.

## **1.3 Tava Statement of Policies & Procedures and Compensation Plan Make Up the Associate Agreement**

- a) Throughout these Policies & Procedures, when the term "Agreement" is used, it collectively refers to the most current version of the Policies and Procedures in effect and any addendums thereto, the Compensation Plan, Terms & Conditions, Privacy Policies, Refund Policy, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto. The Compensation Plan is attached as Addendum 1 and is incorporated herein by reference for all purposes.
- b) It is the responsibility of the Sponsoring Associate to provide the most current version of these Policies and Procedures (available on the Tava website [www.Tavalifestyle.com](http://www.Tavalifestyle.com)), the

Income Disclosure Statement, the Tava Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline Associates. The Income Disclosure Statement is attached as Addendum 2 and is incorporated by reference for all purposes.

#### **1.4 Purpose of Policies & Procedures**

- a) Tava is a direct sales-based networking company that markets products and services through a network of independent business owners. To clearly define the relationship that exists between Associates and Tava, and to explicitly set a standard for acceptable business conduct, Tava has established these Policies and Procedures.
- b) Tava Associates and Customers are required to comply with; (i) all of the Terms and Conditions set forth in the Agreement which Tava may amend from time to time in its sole discretion; and (ii) all Federal, State, and/or local laws governing his, her and/or its Tava business.
- c) Tava Associates must review the information in these Policies and Procedures carefully. Should an Associate have any questions regarding a policy or procedure, the Associate is encouraged to seek an answer from their Sponsor or any other upline Associate. If further clarification is needed, the Associate may contact the Tava Customer Support Team by submitting an email to: support@tavalifestyle.com.

#### **1.5 Changes, Amendments, and Modifications**

- a) Because Federal, state, and local laws, as well as the business environment, periodically change, Tava reserves the right to amend the Tava Agreement as set forth on its website in its sole and absolute discretion. Notification of amendments shall appear in official Tava materials, Tava website, social media outlets, or Associate's back office.
- b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
  - (i) Posting on the official Tava website;
  - (ii) Electronic mail (e-mail); or
  - (iii) Any Tava communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or Tava App).

### **2.0 BASIC PRINCIPLES**

#### **2.1 Becoming A Tava Associate**

- a) To become an Associate, an applicant must comply with the following requirements:
  - (i) Be of the age of majority (not a minor) in his or her state of residence;
  - (ii) Reside or have a valid address in the United States or U.S. territory in which Tava is licensed to operate.

- (iii) Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number (TIN), or federal Business Number;
- (iv) Enter a verified mobile phone number, which is not in use or associated with any other Tava accounts, which will be verified through a verification code sent to the number.
- (v) Acknowledge and agree to all communication sent by Tava, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to “opt-out” of these communications.

## **2.2 New Associate Registration**

- a) A potential new Associate may self-enroll on any Associate/Sponsor’s website, subject to acceptance by Tava of the Tava Enrollment Application (the “Application”) and “electronic signature” stating the new Associate has agreed to all terms and conditions of the Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Associate and Tava.
- b) Signed documents, including, but not limited to, Associate personal agreements, are legally binding contracts which must not be altered, tampered with, or changed in any manner after they have been signed. False or misleading information, forged signatures, or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Associate’s position.
- c) If one applicant enrolls creating an Account listing a certain sponsor and enrolls a second time listing multiple sponsors, only the first completed form to be received by Tava will be accepted. Tava reserves the right, at its sole discretion, to make the final decision with respect to all such disputes.

## **3.0 TAVA’S ASSOCIATE RESPONSIBILITIES**

### **3.1 Correct Address**

- a) It is the responsibility of the Associate or Customer to make sure Tava has the correct shipping address before any orders are shipped.
- b) An Associate and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by Tava Customer Support Team.

### **3.2 Training and Leadership**

- a) Sponsoring Associates should have ongoing contact and communication with the Associates in their downline 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 Associates to Tava meetings, training sessions, events, workshops, and any other related functions.



- b) A Sponsoring Tava Associate should monitor the Associates in his or her downline organizations to ensure that downline Associates do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such Associate should be able to provide documented evidence to Tava of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- c) Upline Associates are encouraged to educate and train new Associates about Tava's products and services, effective sales techniques, the Tava Compensation Plan, along with compliance with Tava's Policies and Procedures, and any and all social media guidelines or any other guidelines and amendments thereto implemented at that time. Marketing product is a required activity in Tava and must be emphasized in all recruiting presentations.
- d) Use of Sales Aids. To promote both the products and the opportunity Tava offers, Associates are encouraged to use the sales aids and support materials produced or expressly authorized by Tava. Associates may use and publish marketing materials they design only after such materials have been approved by Tava. Unauthorized sales aids or promotional materials, including but not limited to Internet advertising, social media marketing on Facebook, Instagram, and the like, notwithstanding Associates' good intentions, is a violation of these Policies and Procedures. Additionally, publishing marketing materials that violate any number of statutes or regulatory laws that govern how Tava's products or business opportunity may be marketed is a violation of these Policies and Procedures and could be grounds for immediate termination of the publisher's Tava Agreement. These violations, although they may be relatively few in number, could jeopardize the Tava opportunity for all Associates. Accordingly, Associates must submit via email all sales aids, promotional materials, advertisements, websites, training material, flyers, along with any other literature to Tava's Compliance Department for approval prior to use at: [compliance@tavalifestyle.com](mailto:compliance@tavalifestyle.com). Unless the Associate receives specific written approval to use the material, the request shall be deemed denied. All Associates shall safeguard and promote the good reputation of Tava and its products. The marketing and promotion of Tava, the Tava opportunity, the Compensation Plan, and Tava products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

### **3.3 Sponsorship**

- a) The Sponsor is the person who introduces an Associate or Customer to Tava, helps them complete their enrollment, and supports and trains those in their downline.
- b) Tava recognizes the Sponsor as the name(s) shown on the first:
  - (i) Physically signed Associate Agreement on file; or
  - (ii) Electronically signed Associate Agreement from a website or a Tava Associate website.
- c) An Associate Agreement that contains notations such as "by phone" or the signatures of other individuals (i.e., Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Tava.
- d) Tava recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Tava will not allow Associates to engage in unethical sponsoring activities.

- e) All active Associates in good standing have the right to Sponsor and enroll others into Tava. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Associate will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Associate who presented a comprehensive introduction to Tava products or business opportunity.
- f) In the event of controversy, Tava reserves the right to designate a prospect's Sponsor and all such determinations are final.

### **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 Associate away from a fellow Associate or influencing another Associate to transfer to a different sponsor.
- b) Allegations of unethical sponsoring must be reported in writing to the Tava Compliance Department within the first 30 days of the new Associate enrollment in question. If the reports are substantiated, Tava may transfer the Associate or the Associate's downline to another sponsor or organization without approval from the current up-line Sponsor. Tava remains the final authority in such cases.
- c) Tava prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the Tava compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Associate in an unearned manner. One example of stacking occurs when a Sponsor places Associate(s) under an inactive downline without his or her knowledge in order to trigger unearned qualifications for commissioning purposes. 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 Associate positions of all individuals and/or entities found to be directly involved.
- d) Should Associates engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Tava products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Associate alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, Tava will not pay any of Associate's defense costs or legal fees, nor will Tava indemnify the Associate for any judgment, award, or settlement.

### **3.5 Cross Sponsoring Prohibition**

- a) "Cross sponsoring" is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Associate Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Tava, sanctions up to and including termination of an Associate's position may be imposed.
- b) The use of a Spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal Business Numbers, or fictitious ID numbers to evade or circumvent this Cross Sponsoring Policy is not permitted.
- c) This Policy does not prohibit the transfer of a Tava business in accordance with the Tava Transfer of Sale or Transfer Policy set forth in these Policies.

### **3.6 Solicitation for Other Companies or Products**

- a) A Tava Associate and/or Customer may participate in other direct sales, multilevel, network marketing, or relationship marketing businesses or marketing opportunities, as long as it is not a Competing Product as defined herein. However, during the Term of this Agreement and for six (6) months thereafter, a Tava Associate may not recruit any fellow Tava Associate or Customer for any other direct sales or network marketing business, unless that fellow Associate or Customer was personally sponsored by such Associate.
- b) The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Associate or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Associate’s actions are in response to an inquiry made by another Associate or Customer.
- c) During the term of this Agreement, any Tava Associate must not sell or entice others to sell, any competing products or services, including training materials, to Tava Customers or Associates. Subject to the definition of Competing Products in the Glossary below, any product or service in the same category as a Tava product or service is deemed to be competing regardless of differences in cost or quality.
- d) An Associate may sell non-competing products or services to the Tava Customers and Associates that they personally sponsored.
- e) An Associate may not display or bundle Tava products or services, in sales literature, on a website, or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Associate into believing there is a relationship between Tava and non-Tava products and services.
- f) A Tava Associate may not offer any non-Tava opportunity, products, or services at any Tava-related meeting, live or virtual, event, seminar, or convention that other Tava Associates or Customers are known to be attending, or immediately following a Tava event.
- g) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Tava and its Associates and would inflict irreparable harm on Tava. In such event, Tava may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Associate or such Associate’s positions including termination, or seek immediate injunctive relief without the necessity of posting a bond in addition to any other legal remedies to which Tava may be entitled.

## **4.0 AGREEMENTS & GENERAL UNDERSTANDINGS**

### **4.1 Rights Granted**

- a) Tava hereby grants to the Associate a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
  - (i) Purchase Tava products and services;
  - (ii) Promote and sell Tava products and services; and

- (iii) Sponsor new Associates and Customers in countries where Tava is currently authorized to do business or becomes authorized to do business in the future.
- b) No feature of the Compensation Plan constitutes a personal purchase requirement to become an Associate, move up in rank, or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as an Associate.

#### **4.2 Renewals and Termination of the Associate Agreement**

- a) If the Associate allows his or her Associate Agreement to expire due to nonpayment, the Associate will lose any and all rights to his, her, or its downline organization unless the Associate re-activates within sixty (60) days following the expiration of the Application.
  - (i) If the former Associate re-activates within the sixty (60) day time limit, and Tava accepts the renewal, the Associate will resume the rank and position held immediately prior to the expiration of the Associate Agreement. However, such Associate's paid as level will not be restored unless he, she, and/or an entity qualifies at that payout level in the new month. The Associate is not eligible to receive commissions for the time period that the Associate's position was expired.
  - (ii) Any Associate who was terminated or whose Agreement has expired and lapsed the sixty (60) day grace period is not eligible to re-apply for a Tava business for six (6) months following the expiration of the Associate Agreement.
  - (iii) Upon termination of the Associate Agreement, the downline of the expired Associate will roll up to the immediate, active upline Sponsor, and the expired Associate's account information will be purged from Tava's database. The act of purging an account is not reversible.

#### **4.3 Effect of Termination**

- a) Following an Associate's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Associate:
  - (i) Shall have no right, title, claim, or interest to any commission or bonus, including Tava bucks, from the sales generated by the Associate's former organization or any other payments in association with the Associate's former independent position;
  - (ii) Effectively waives any and all claims to property rights or any interest in or to the Associate's former Downline organization; and
  - (iii) Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, less Tava bucks which are not redeemable for cash, and less any other amounts owed to Tava.

#### **4.4 Modification of the Associate Agreement**

A Tava Associate may modify his or her existing Associate Agreement (i.e., add a Spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Associate) by submitting a written request, accompanied by a new Associate Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation.

#### **4.5 Unauthorized Transfer & Re-Enrollment**

In the event an Associate discovers that an Associate in their downline has re-enrolled under a different Associate, the Associate has thirty (30) days from the date the downline Associate enrolled under a new Associate to notify the Tava Compliance department and request the downline Associate be transferred back to his/her downline. Upon the expiration of the thirty (30) day notice period, the right to re-claim a new Associate to his or her downline will be waived.

#### **4.6 Change of Sponsors or Placement for Associates**

- a) Placement changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the sponsor as well as the Associate to be moved and in some cases the upline distributor.
- b) Sponsor changes are generally not permitted. However, sponsor corrections can be made if they are reported to the Support Department within 72 hours from the time of enrollment. Sponsor corrections must be requested from the distributor back office of the current (original) sponsor, stating the reason that the correction needs to be made.
- c) At the discretion of Tava, Associates who have not ordered products or services for at least 12 months, and who have not tendered a letter of termination resignation, are eligible to re-enroll in Tava under the Sponsor/Placement of their choice.
- d) Upon written notice to Tava that a former Associate wishes to re-enroll, Tava will “compress” (close) the original account. A new Tava ID number will then be issued to the former Associate.
- e) Such Associate does not retain former rank, downline, or rights to commission from his or her former organizations.
- f) Tava reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary in its sole discretion.

#### **4.7 Change Organizations**

- a) If a Tava Associate wishes to transfer organizations, he or she must submit a letter of termination resignation to the Tava Customer Support Department and remain inactive (place no orders or be on a smart ship) with or in Tava for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.
- b) Tava retains the right to approve or deny any request to re-enroll after an Associate’s termination.

- c) If re-enrollment is approved, the former Associate will be issued a new Tava ID number and will be required to submit a new Associate Agreement. The Associate will not be entitled to keep any former rank, downline, or rights to commission from any prior organization.
- d) Once an Associate has resigned from Tava, the former Associate is prohibited from selling any remaining products online or otherwise and will be subject to a fine for any violations.

#### **4.8 Voluntary Termination**

- a) An Associate may immediately terminate his or her position by submitting a written notice or email to the Tava Compliance Department at [compliance@tavalifestyle.com](mailto:compliance@tavalifestyle.com). The written notice must include the following:
  - (i) A statement of the Associate's intent to terminate the Agreement and the date of termination
  - (ii) Tava Identification Number
  - (iii) Reason for terminating
  - (iv) A Tava Associate may not use termination as a way to immediately change Sponsor and Placement. Instead, the Associate who has voluntarily terminated is not eligible to reapply for a position or have any financial interest in a or any Tava business for 6 months from the receipt of the written notice of termination
  - (v) Associate's Signature.

#### **4.9 Involuntary Termination**

- a) Tava reserves the right to terminate an Associate's position for, but not limited to, the following reasons:
  - (i) Violation of any provision of the Associate Agreement, which includes the most current version of these Policies & Procedures then in effect, and the most current version of the Compensation Plan then in effect; or
  - (ii) Violation of any applicable law, ordinance, or regulation related to the Associate's Tava business; or
  - (iii) Engaging in unethical business practices or violating standards of fair dealing; or
  - (iv) Returning over \$500 worth of products, services, and/or sales tools for a refund within a 12-month period.
- b) Tava will notify the Associate in writing by certified mail, return receipt requested, or overnight documented mail, at his or her last known address of its intent to terminate the Associate's position and the reasons for termination. The Associate will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Tava will then have 30 calendar

days from the date of receipt of the Associate's response to render a final decision as to termination.

- c) If a decision is made by Tava to terminate the Associate's Agreement, Tava will inform the Associate in writing that the Associate Agreement is terminated effective as of the date of the written notification.
- d) If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Tava. The former Associate shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Tava products or services. Tava will notify the active Upline Sponsor within 10 days after termination. The organization of the terminated Associate will "roll-up" to the active Upline Sponsor on record.
- e) The Tava Associate who is involuntarily terminated by Tava may not reapply for a position, either under his or her present name or any other name or entity, without the express written consent of an officer of Tava, following a review by the Tava Compliance Committee. In any event, such Associate may not re-apply for a position for 12 months from the date of termination.

## **5.0 BUSINESS ENTITIES**

### **5.1 Definition**

- a) A corporation, partnership, or trust (collectively referred to as a ("Business Entity")) may apply to be a Tava Associate.
- b) A Tava Associate may change their status under the same Sponsor from an individual to a partnership, corporation, trust, or from one type of business entity to another.

### **5.2 Indemnification for Actions**

The Tava Associate is fully responsible for all of his or her verbal and written communications made regarding Tava products, services, and the Compensation Plan that are not expressly contained within official Tava materials. Associates shall indemnify and hold harmless Tava, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by Tava as a result of the Associate's unauthorized representations or actions. This provision shall survive the termination of the Tava Associate Agreement.

### **5.3 Insurance**

Business Pursuits Coverage. Tava encourages Associates to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Tava Associates 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 Violation**

- a) An Associate who observes a policy violation by another Associate, Associate, or Customer associated with Tava should submit an e- mail to [compliance@tavalifestyle.com](mailto:compliance@tavalifestyle.com) stating all violations directly to the Tava Corporate office. The message shall set forth the details of the incident as follows:
  - (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.
- b) Once the matter has been presented to Tava, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.

### **6.2 Adherence to the Tava Compensation Plan**

- a) An Associate must adhere to the terms of the Tava Compensation Plan as set forth in these Policies and Procedures as well as in official Tava literature. Deviation from the Compensation Plan is prohibited.
- b) An Associate shall not offer the Tava opportunity through or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Tava literature.
- c) An Associate shall not require or encourage a current or prospective Associate to participate in Tava in any manner that varies from the Compensation Plan as set forth in official Tava literature.
- d) An Associate shall not require or encourage a current or prospective Associate to make a purchase from or payment to any individual or other entity as a condition of participating in the Tava Compensation Plan.

### **6.3 Adherence to Laws and Ordinances**

- a) Many cities, counties, and townships have laws regulating certain home-based businesses. Associates must check their local laws and obey the laws that do apply to them.
- b) A Tava Associate or Customer shall comply with all Federal and local laws and regulations in the conduct of his or her Tava business.



- c) An Associate accepts sole responsibility for and agrees to pay all fines and incur all liabilities for his or her actions that violate any laws or ordinances.

#### **6.4 Compliance with Applicable Income Tax Laws**

- a) An Associate accepts sole responsibility for and agrees to pay all Federal, Provincial and local taxes on any income generated as an Independent Associate, and further agrees to indemnify Tava from any failure to pay such tax amounts when due.
- b) If an Associate's business is tax-exempt, the Federal Business Number must be provided to Tava in writing.
- c) Tava encourages all Associates to consult with a tax advisor for additional information for their business. Tava is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes, or awards in the amount of \$600.00 or more.

#### **6.5 One Tava Business Per Associate**

An Associate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Tava business. No individual (together with their spouse) may have, operate or receive compensation from more than one Tava business. Individuals of the same family unit, excluding spouses, may each enter into or have an interest in their own separate Tava 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 Associate's immediate household engages in any activity which, if performed by the Associate, would violate any provision of the Agreement, such activity will be deemed a violation by the Associate and Tava may take disciplinary action pursuant to these Policies and Procedures against the Associate. Similarly, if any individual associated in any way with a corporation, partnership, trust, or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Tava may take disciplinary action against the Business Entity. Likewise, if an Associate enrolls in Tava 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) Each Associate is required to provide his or her federal Social Security Number or Federal Tax Identification Number if located in the United States or any of its territories to Tava at the time Associate initiates a transfer of monies or earnings accumulated in the Associate's Wallet. The transferring and disbursement of commission payments or bonuses acquired are known as a Pay- Out and Tava reserves the right to withhold Pay-Out from any Associate who fails to provide such information or who provides false information.

- b) Upon enrollment, Tava will provide a Tava Identification Number to the Associate. 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 Tava to place restrictions on the transfer, assignment, or sale of aposition.
- b) A Tava Associate may not sell or assign his or her rights or delegate his or her position as an Associate without prior written approval by Tava, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Tava.
- c) Should the sale be approved by Tava, the Buyer of the selling Associate's position ("Seller") 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 corporate authorization for a sale or transfer of a Tava position, the following items must be submitted to the Tava Compliance Department:
  - (i) Tava's Sale/Transfer of Position Form properly completed, with the requisite signatures.
  - (ii) A copy of the Sales Agreement between Buyer and Seller, signed, dated, and notarized by both the buyer of Seller's position ("Buyer") and Seller.
  - (iii) A Tava Associate Agreement completed and signed by the signed by the Buyer and proof of good standing;
  - (iv) Payment of the \$100 administration fee paid by Seller;
  - (v) Any additional supporting documentation requested by Tava.
- e) Any debt obligations that either Seller or Buyer may have with Tava must be satisfied prior to the approval of the sale or transfer by Tava.
- f) A Tava Associate who sells his or her position is not eligible to re-enroll as a Tava Associate in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

## **6.9 Separating a Tava Business**

- a) Pending a divorce or dissolution of a Business Entity, the parties 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 Tava 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, members or trustees

("Relinquishing Party") authorize Tava to deal directly and solely with the other Spouse, non- relinquishing shareholder, partner, member or trustee;

- (ii) The parties may continue to operate the Tava business jointly on a "business as usual" basis, whereupon all compensation paid by Tava will be paid in the name designated as the Associates or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Tava will pay compensation to the name on record and in such event, the Associate named on the account shall indemnify Tava from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- b) Tava recognizes only one Downline Organization and will issue only one commission payment transfer per Tava business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Tava split commission and/or bonuses.
- c) If a relinquishing Spouse, partner, or owner of the business has completely relinquished, in writing, all rights to the original Tava business, he or she may immediately thereafter re-roll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Associate or active Customer in the former organization, and must develop a new business in the same manner as any other new Tava Associate. An Associate 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 in Section 4.0.

#### **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 Associate, the Associate's business may be passed on to his or her legal successors in interest ("Successor"). Whenever a Tava business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Associate's sales organization. The Successor must:
  - (i) Complete and sign a new Tava Associate Agreement;
  - (ii) Comply with the terms and provisions of the Associate Agreement; and
  - (iii) Meet all of the qualifications for the last rank achieved by the former Associate.
- c) Bonus and commission of a Tava business transferred based on this section will be paid in a single transfer to the successor. The successor must provide Tava with an "address of record" 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, they must form a business entity and acquire a federal Business Number. Tava will issue all bonus and commission payments to the managing business entity only.

- e) Appropriate legal documentation must be submitted to the Tava Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Tava business, the Successor must provide the following to the Tava Compliance Department:
  - (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 Tava business.
- f) To complete a transfer of the Tava business because of incapacity, the Successor must provide the following to the Tava Compliance Department:
  - (i) A notarized copy of an appointment as trustee;
  - (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Tava business; and
  - (iii) A completed Associate Agreement executed by the trustee.
- g) If the Successor is already an existing Associate, Tava will allow such Associate to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Associate 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 Tava position, he or she 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, Tava may grant a one-month bereavement waiver and pay out at the last "paid as" rank.

## **7.0 DISCIPLINARY ACTIONS**

### **7.1 Imposition of Disciplinary Action - Purpose**

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

### **7.1 Consequences and Remedies of Breach**

- a) Disciplinary actions may include one or more of the following:
  - (i) Monitoring an Associate's conduct over a specified period of time to assure compliance;
  - (ii) Issuance of a written warning or requiring the Associate to take immediate corrective action;

- (iii) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments (“Commission Hold”) until the matter causing the Commission Hold is resolved or until Tava receives adequate additional assurances from the Associate to ensure future compliance;
- (iv) Suspension from participation in Company or Associate events, rewards, or recognition;
- (v) Suspension of the Tava Associate Agreement and position for one or more pay periods;
- (vi) Involuntary termination of the Associate’s Agreement and position;
- (vii) Any other measure which Tava deems feasible and appropriate to justly resolve injuries caused by the Associate’s Policy violation or contractual breach; or
- (viii) Legal proceedings for monetary or equitable relief.

## 7.2 Suspension Procedures

### a) First Violation: Counseling and initial warning letter.

A first violation usually occurs because the Associate is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Associate the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance will also describe expectations and steps the Associate must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to 2nd Violation notice described below.

### b) Second Violation: Second warning letter and temporary suspension

Although it is hoped that the Associate will promptly correct the violation(s), Tava recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a temporary suspension of the Associate’s account. During the suspension period, the Associate waives any and all rights to Pay-Out and must submit a signed reinstatement letter wherein the Associate acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by Tava, the suspension will be lifted, and the Associate will be able to request a Pay-Out. The Associate may be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.

### c) Third Violation: Suspension and final written warning

Repeated violations of the Policies and Procedures are very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Associate and forfeiture of commissions for at least a month. The final written warning letter will

include notification of such suspension, the extent of the commission forfeiture, and an indication that if the Associate violates the Policies and Procedures again, the Associate will be terminated immediately.

d) Fourth Violation: Termination

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

## **8.0 DISPUTE RESOLUTION**

### **8.1 Grievances Against Another Associate**

- a) If a Tava Associate has a grievance or complaint against another Associate regarding any practice or conduct relating to their respective Tava businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Tava Compliance Department as outlined below in this Section.
- b) The Tava Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Associates involved.
- c) Tava will confine its involvement to disputes regarding Tava business matters only. Tava will not decide issues that involve personality conflicts or unprofessional conduct by or between Associates outside the context of a Tava business. These issues go beyond the scope of Tava and may not be used to justify a Sponsor or Placement change or a transfer to another Tava organization.
- d) Tava does not consider, enforce, or mediate third-party agreements between Associates, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- e) Process for Grievances:
- (i) The Tava Associate should submit a letter of complaint (e-mail will be accepted) directly to the Tava Compliance Department. 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, Tava will conduct an investigation according to the following procedures:
  - A. The Compliance Department will send an acknowledgment of receipt to the complaining Associate;
  - B. The Compliance Department will provide a verbal or written notice of the allegation to the Associate under investigation. If written notice is sent to the Associate, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by Tava.
  - C. The Tava Compliance Department will thoroughly investigate the complaint, and consider all the 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 Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Associate calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- f) Tava will make a final decision and timely notify the Tava Associates involved.

## **8.2 Mediation Disputes Between an Associate and Tava**

- a) Associate and Tava (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. Mediation of a dispute may allow the parties to avoid the cost and inconvenience of litigation in court.
- b) The Parties should exchange all documents pertinent to the relief requested. The Mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the Mediator in a separate communication.
- c) The Mediator shall not be a legal representative of any party.
- d) Unless otherwise agreed to by the Parties, the mediation shall take place in Collin County, Texas, on a date that is mutually agreeable among the Parties and mediator. Participation in the mediation by telephone will be permitted to prevent inconvenience to a party.
- e) The mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (pro se).
- f) Mediation sessions and related mediation communications are private proceedings. For this reason, only the Parties and their legal representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the mediator.

- g) Each Party will pay its own costs and expense of the mediation unless the Parties agree otherwise.
- h) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.
- i) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation pursuant to the Agreement.

### **8.3 Severability**

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

### **8.4 Waiver**

- a) Only an officer of Tava can, in writing, affect a waiver of the Tava Policies and Procedures. Tava's waiver of any particular breach by an Associate shall not affect Tava's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Associate.
- b) The existence of any claim or cause of action of an Associate against Tava shall not constitute a defense to Tava's enforcement of any term or provision of these Policies and Procedures.

### **8.5 Governing Law**

The Parties agree that jurisdiction and venue of any controversy or claim arising from the Agreement or between Tava and Associate shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Agreement or between Tava and Associate.

### **8.6 Class Action Waiver**

- a) The parties expressly intend and agree that:
  - (i) Class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any court or arbitration; and
  - (ii) The parties will only submit their own, individual claims in any court or arbitration and will not seek to represent the interests of any other person.
- b) The court or arbitrator is not empowered to consolidate claims of different individuals into one proceeding, to hear any litigation or arbitration as a class action.



- c) I agree that I will not assert class or collective action claims against the Company in arbitration, court, or otherwise, nor will I join or serve as a member of a class or collective action in arbitration, court, or otherwise.
- d) I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or the Company.

## **9.0 PAYMENT OF COMMISSIONS & BONUSES**

### **9.1 Bonus and Commission Qualifications**

- a) An Associate must be active and in compliance with any and all Tava Policies and Procedures set forth herein, along with all guidelines implemented to qualify for bonuses and commissions. So long as an Associate complies with the terms and conditions set forth in the Agreement, Tava shall pay commissions to such Associates in accordance with the Compensation Plan and any amendments thereto.
- b) Tava will not issue a payment earned of any form to an Associate without the receipt of the annual membership fee and completed electronic Application and Associate Agreement.
- c) Tava reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.
- d) Bonuses in the form of Tava Bucks are not redeemable for cash.

### **9.2 Computation of Commissions and Discrepancies**

- a) In order to qualify to receive commissions and/or bonuses, an Associate must be in good standing and comply with the terms of the Application. Commission, bonuses, overrides, and achievement levels are calculated on a daily, monthly, or yearly basis.
- b) A Tava Associate must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- c) For additional information on payment of commissions, please review the Compensation Plan.
- d) Tava reserves the right, in its sole discretion, to modify or amend the terms or conditions of any Bonus or Bonus Pool. Furthermore, Tava may amortize the payment of proceeds from a Bonus or Bonus Pool.

### **9.3 Adjustments to Bonuses and Commissions for Returned Products or Associate Memberships**

- a) An Associate receives bonuses and commissions based on the actual sales of products and services to end consumers and to Associates through product and service purchases. When a product or service is returned to Tava for a refund from the end consumer or by an Associate, the bonuses and commissions attributable to the returned product or service will be deducted from the Associate who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.

- b) In the event that an Associate terminates his or her position and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Tava, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Tava to the terminated Associate.

## **10.0 ORDERING PRODUCT**

### **10.1 General Product Ordering Policies**

- a) “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Application by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as an Associate or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Associates or Customers (“phantoms”); (d) purchasing Tava products or services on behalf of another Associate or Customer, or under another Associate’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or smart ships that cannot reasonably be used or resold in a month; and/or (f) 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 consumers.
- b) Tava requires that Associates use their own credit cards and not allow others to use them. An Associate shall not use another Associate’s or Customer’s credit card or debit account to enroll in Tava or purchase products, services, or smart ship without the account holder’s written permission. Such documentation must be kept by the Associate indefinitely in case Tava needs to reference this.
- c) Regarding an order with an invalid or incorrect payment, Tava will attempt to contact the Associate by phone, mail, or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled.
- d) Prices are subject to change without notice.
- e) An Associate or Customer who is a recipient of a damaged or incorrect order must notify Tava within thirty (30) calendar days from receipt of the order and follow the Procedures as set forth in these Policies and Procedures, along with the Return/Exchange Policies and any and all guidelines instated and effective and any amendments thereto.

### **10.2 Sales to Customers**

- a) Sales to retail customers may be done directly through Associates’ replicated websites or directly using product that Tava has in inventory.
- b) Associates will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded to consumers under applicable consumer protection legislation.
- c) When making a sale to an end customer, an Associate must provide him/her with an official Tava retail receipt at or prior to the time of the initial sale and every sale thereafter. An Associate will need to customize the template with his/her personal information. If the

customer exercises the right to cancel the sale, the Associate shall follow the refund procedures described in this section.

- d) The customer should return all unused product to Tava. These sales receipts set forth the consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the end customer receives a copy of the receipt or invoice.

### 10.3 Insufficient Funds

- a) All electronic payments that are declined for insufficient funds will be automatically re-submitted for payment.
- b) Any outstanding balance owed to Tava by an Associate or Customer of an Associate from NSF (non- sufficient funds) or insufficient fund fees (ACH), will be withheld by Tava from that Associate's future bonus and commission funds.
- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Associate, 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 Customer or Associate will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a third time, the Customer or Associate may be deemed ineligible to purchase Tava products or services or participate in the monthly smart ship. **Note: Participation by Associates in Tava's monthly smart ship, which is a recurring product order program, is entirely optional, and is not required in order to become an Associate, move up in rank, or otherwise, fully participate in the Rewards Program.**

### 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 Associate or Customer who uses another individual's credit card to pay for purchases risks having his/her Account being placed on suspension pending an investigation and resolution of any complaints regarding unauthorized charges. Tava considers such transactions fraudulent and will report them to the proper authorities for settlement.
- b) Under no circumstance will any Associate and/or Customer charge back any credit card purchases. Any Associate and/or Customer associated with any credit card chargeback request will be terminated immediately without notice to the Associate or Customer. If an erroneous charge is applied to an Associate and/or Customer's credit card, the Associate or Customer should immediately contact the Tava Support Team via email at [support@tavalifestyle.com](mailto:support@tavalifestyle.com) to initiate an investigation and resolution.
- c) Upon termination of the Associate's account, the Associate's Tava Bucks balance will be cleared, as they are not redeemable for cash.
- d) All Associate or Customer requests for refunds or returns must be done in accordance with these Policies.

## 10.5 Sales Tax Obligation

- a) The Associate shall comply with all federal and local taxes and regulations governing the sale of Tava products and services.
- b) Tava will collect and remit sales tax, on Associate orders. When orders are placed with Tava, sales tax is prepaid based upon the suggested retail price. Tava will remit the sales tax to the appropriate Provincial and local jurisdictions. The Associate may recover the sales tax when he or she makes a sale. Tava Associates are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- c) Tava encourages each Associate to consult with a tax advisor for additional information for his or her business.
- d) Tava is required to charge and remit sales tax to the various states and U.S territories based on the retail price.

## 10.6 Refund Policy

- a) Tava Customers:
  - (i) If within the first thirty (30) days you are not satisfied with the product you must contact [support@tavalifestyle.com](mailto:support@tavalifestyle.com) to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post-purchase, you must [support@tavalifestyle.com](mailto:support@tavalifestyle.com) to return the remaining sellable portion of the product for a full refund, minus shipping and handling charges incurred. Because Tava cannot guarantee the quality of Tava products that are sold to Customers by non-Associates, Tava's Refund Policy is not available for products that Customers purchase from anyone other than an Associate or Tava itself or that are purchased in any unauthorized channel.
  - (ii) Properly returned product purchased completely or partially with Tava Bucks will be credited Tava Bucks, pro-rata, back to their Customer account. Tava Bucks are not redeemable for cash.
- b) Tava Associates:
  - (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact [support@tavalifestyle.com](mailto:support@tavalifestyle.com) to return the unused portion of the product for a full refund, minus shipping and handling charges. Your Associate account will then be subject to six (6) months suspension.
  - (ii) Between thirty (30) and ninety (90) days, if you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in resalable condition. (\*Resaleable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be 70% percent of the original price for all returned product. Any shipping and handling charges incurred will not be refunded.

- (iii) If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.
  - (iv) Properly returned product purchased completely or partially with Tava Bucks will be credited Tava Bucks, pro-rata, back to their Customer account. Tava Bucks are not redeemable for cash.
- c) Terminating Tava Associates.
- If a terminating Associate has purchased products, Tava will issue a refund or credit for any products purchased by the terminating Associate provided that: (i) the products are unopened and returned to Tava within twenty (20) days from the date of termination; (ii) the terminating Associate provides proof of purchase of the products; (iii) the products were purchased within 12 months preceding the date of termination, and (iv) the products are undamaged and are current and resalable (Note: the 12-month requirement not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico). Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.
- d) Problems with Shipments:
- (i) If within thirty (30) days of the expected reported delivery date, you do not notify [support@tavalifestyle.com](mailto:support@tavalifestyle.com) of a problem with the receipt of your order, including but not limited to, failure to receive the product, improper sealing, damage to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.
- e) All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. Tava is not responsible for fluctuating exchange rates.

## 10.7 Return Process

- a) All returns, whether by a Customer, or Associate, must be made as follows:
- (i) Obtain a Return Merchandise Authorization (“RMA”) from Tava by contacting [support@tavalifestyle.com](mailto:support@tavalifestyle.com) and submit a request.
  - (ii) Ship items to the address provided by Tava Customer Support Team when you receive your Return Merchandise Authorization.
  - (iii) Provide a copy of the sales receipt or invoice with the returned products or services. Such invoice must reference the RMA and include the reason for the return.
  - (iv) Ship product back in the original manufacturer’s box exactly as it was delivered.
  - (v) All returns must be shipped to Tava pre-paid, as Tava does not accept shipping collect packages. Tava recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Associate. If returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Associate to trace the shipment of the product wherein no credit will be applied.

- (vi) The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by an Associate, may constitute grounds for involuntary termination.

## 11.0 TAVA OPPORTUNITY

### 11.1 Presentation of Compensation Plan

- a) In presenting the Tava opportunity to potential Customers and Associates, an Associate is required to comply with the following provisions:
  - (i) An Associate shall present a copy of the Tava Income Disclosure Statement when presenting the opportunity to prospective Associates and take special to not misquote or omit any significant material fact about the Compensation Plan.
  - (ii) An Associate shall make it clear that the Compensation Plan is based upon sales of Tava products and services.
  - (iii) A Tava Associate shall not make income projections, claims, or guarantees while presenting or discussing the Tava opportunity or Compensation Plan to prospective Associates or Customers. A Tava Associate **MUST** inform all prospective Associates that success requires substantial work and make available the Tava Income Disclosure Statement to prospective Associates.
  - (iv) An Associate may not make any claims regarding products or services of any products offered by Tava, except those contained in official Tava literature.
  - (v) An Associate may not use official Tava material to promote the Tava business opportunity in any country where Tava is not duly authorized to conduct business.

### 11.2 Sales Requirements Are Governed by the Compensation Plan

- a) Tava Associates may purchase Tava products and then re-sell them at any price they choose unless otherwise specified by Tava or by any/its product suppliers on a per-product basis. Tava will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Tava business. Tava products may only be sold where Tava is licensed or otherwise authorized to conduct business.
- b) The Tava program is built on sales to the ultimate consumer or end-user. Tava encourages its Associates to only purchase inventory, in reasonable quantities, that they and their families will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Associates must never attempt to influence any other Associate to buy more products than they can reasonably use or sell to retail Customers in a month.
- c) Each Tava Associate commits to personally use, sell, or use in business building at least 70% of every order placed with Tava prior to placing another order, and must be able to certify as much if demanded by Tava or by any regulatory agency. **Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited.** Tava retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

## **12.0 PROPRIETARY INFORMATION & TRADE SECRETS**

### **12.1 Business Reports, Lists, and Proprietary Information**

By agreeing to the Tava Associate Agreement, the Associate acknowledges that business reports, lists of Customer and Associate names and contact information, and any other information, which contains financial, scientific, or other information both written or otherwise circulated by Tava or pertaining to the business of Tava (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Tava.

### **12.2 Obligation of Confidentiality**

- a) During the term of the Tava Associate Agreement and for a period of two (2) years after the termination or expiration of the Associate Agreement between the Associate and Tava, the Associate shall not:
  - (i) Use the information in the Reports to compete with Tava or for any purpose other than promoting his or her Tava business;
  - (ii) Use or disclose to any person or entity any confidential information contained in the reports, including the replication of the genealogy in another network marketing company.

### **12.3 Breach and Remedies**

The Associate acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Tava and to Independent Tava businesses. Tava and its Associates will be entitled to injunctive relief or to recover damages against any Associate who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of lawyer's fees, court costs, and expenses.

### **12.4 Return of Materials**

Upon demand by Tava, any current or former Associate will return the original and all copies of all "Reports" to Tava together with any Tava confidential information in such person's possession.

## **13.0 PRIVACY POLICY**

### **13.1 Introduction**

This Privacy Policy is to ensure that all Customers and Associates understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section, all Associates must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow Associate information.

### **13.2 Expectation of Privacy**

- a) Tava recognizes and respects the importance its Customers and Associates place on the privacy of their financial and personal information. Tava will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Associates' financial and account information and nonpublic personal information.

- b) By entering into the Associate Agreement, an Associate or Customer authorizes Tava to disclose his or her name and contact information to upline Associates solely for activities related to the furtherance of the Tava business. An Associate hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the Tava business.

### **13.3 Employee Access to Information**

Tava limits the number of employees who have access to Customer's and Associates' nonpublic personal information.

### **13.4 Restrictions on the Disclosure of Account Information**

Tava will not share non-public personal information or financial information about current or former Customers or Associates with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Associates' interests or to enforce its rights or obligations under these Policies and Procedures, or Associate's Agreement or for the furtherance of the Tava Business conducted through Tava solely, partners, investors or designated third parties with written permission from the account holder on file.

## **14.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS**

### **14.1 Inspection, Product Care, and Quality Controls**

- (a) Promptly upon receipt, Associates shall inspect Tava products and their packaging for damage, broken seals, evidence of tampering, or other product defects. If a product is defective or damaged, Associates shall not sell the product and must report the defect or damage to Tava. Associates may return products that are damaged or otherwise defective within thirty (30) days of receipt for a full refund or replacement.
- (b) Associates must comply with all instructions provided by Tava regarding the proper care, storage, and handling of Tava products. Additionally, Associates shall store all Tava products in a dry place at room temperature, away from direct sunlight. Members shall also regularly inspect inventory for products that are expired or that will expire within 60 days and shall not sell any such products.
- (c) If Tava discovers that an Associate is not properly inspecting products upon receipt, not properly storing and caring for Tava products, and/or selling products that are damaged or otherwise defective, Tava will investigate the Associate and take remedial and disciplinary action up to and including involuntary termination of the Associate Agreement.

### **14.2 Labeling, Packaging, and Displaying Products**

- a) A Tava Associate and/or Customer may not re-label, re-package, refill or alter labels of any Tava product, or service, information, materials, or program(s) in any way. Tava products and services must only be sold in their original containers from Tava. Such re-labeling or re-packaging violates federal and regulatory laws, which may result in criminal or civil penalties or liability.



- b) A Tava Associate shall not cause any Tava product or service or any Tava trade name to be sold or displayed in retail establishments except:
  - (i) Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons);
  - (ii) Where the retail establishment is owned or managed by the Tava Associate and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- c) An Associate may sell Tava products and services and display the Tava trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of Tava.
- d) An Associate or Customer is prohibited to sell Tava products and services and display the Tava trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
- e) Tava reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Tava opportunity.

#### **14.3 Use of Company Names and Protected Materials**

- a) A Tava Associate must safeguard and promote the good reputation of Tava and the products and services it markets. The marketing and promotion of Tava, the Tava opportunity, the Compensation Plan, and Tava products and services will 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 Tava must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the Tava Compliance Department.
- c) The name of Tava, each of its product and service names, and other names that have been adopted by Tava, in connection with its business are proprietary trade names, trademarks, and service marks of Tava. As such, these marks are of great value to Tava and are supplied to Associates for their use only in an expressly authorized manner.
- d) A Tava Associate's use of the name "Tava" is restricted to protect Tava's proprietary rights, ensuring that the Tava-protected names will not be lost or compromised by unauthorized use. Use of the Tava name on any item not produced by Tava is prohibited except as follows:
  - (i) [Associate's name] Independent Tava Associate or Distributor.
  - (ii) [Associate's name] Independent Associate of Tava products and services.
- e) Further procedures relating to the use of the Tava name are as follows:
  - (i) All stationery (i.e., letterhead, envelopes, and business cards) bearing the Tava name or logo intended for use by the Tava Associate must be submitted via email to

the Tava Compliance Department for approval. Submit to; [compliance@tavalifestyle.com](mailto:compliance@tavalifestyle.com).

- (ii) Tava Associates may list "Independent Tava Associate" in the white pages of the telephone directory under his or her own name.
- (iii) Tava Associates may not use the name Tava or Tava in answering his or her telephone, creating a voice message, or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Tava Associate."
- f) Certain photos and graphic images used by Tava in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Associates. If an Associate wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- g) A Tava Associate shall not appear on or make use of television or radio or make use of any other media to promote or discuss Tava or its programs, products, or services without prior written permission from the Tava Compliance Department.
- h) An Associate may not produce for sale or distribution any Company event or speech, nor may an Associate reproduce Tava audio or video clips for sale or for personal use without prior written permission from the Tava Compliance Department.
- i) Tava reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Associate.
- j) An Associate shall not promote non-Tava products or services in conjunction with Tava products or services on the same social media site or same advertisement without prior approval from Tava Compliance Department.
- k) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Tava may not be made except those contained in official Tava literature. In particular, no Associate may make any claim that Tava products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Tava policies, but they also potentially violate federal and provincial laws and regulations.
- l) An Associate and/or Customer may not make any claims regarding products or services of any products offered by Tava], except those contained in official Tava literature.

#### **14.4 Faxes and E-mail - Limitations**

- a) Except as provided in this section, an Associate may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or "spamming" that advertises or promotes the operation of his or her Tava business. The exceptions are:
  - (i) E-mailing any person who has given prior permission or invitation;
  - (ii) E-mailing any person with whom the Associate has established a current business or personal relationship.

- b) In all states or U.S. or International territories where prohibited by law, an Associate may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other devices), an unsolicited advertisement to any equipment, which 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 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's physical address;
  - (vii) The date and time of the transmission; and
  - (viii) Upon notification by the recipient of his or her request not to receive further faxed or e-mailed documents, a Tava Associate 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; and
  - (ii) Sexually explicit materials.

#### **14.5 Internet and Third-Party Website Restrictions**

- a) An Associate and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell or advertise their Tava business. An Associate and/or Customer is prohibited to use or attempt to register any of Tava's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Tava 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 Associate may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Tava products or services

or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include, but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of an Associate's Associate Agreement with Tava.

- c) Social Media sites may be used to sell or offer to sell Tava products or services. PROFILES AN ASSOCIATE OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE TAVA IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE ASSOCIATE AS AN INDEPENDENT TAVA ASSOCIATE, and when an Associate and/or Customer participates in those communities, Associates and/or Customers 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 Tava's sole discretion, and the offending Associate and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Tava-approved library, official Tava website, or social media outlet. If a link is provided, it must link to the posting Associate's Replicated website.
- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Associates will be subject to disciplinary action.
- e) Associates and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Associates or Customers create or leave must be useful, unique, relevant, and specific to the blog's article.
- f) Associates and/or Customers must disclose their full name on all Social Media postings, and conspicuously identify themselves as an Independent Tava Associate for Tava. Anonymous postings or the use of an alias are prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Tava income opportunity, Tava's products and services, and/or your biographic information and credentials.
- h) Associates and/or Customers are personally responsible for their postings and all other online activity that relates to Tava. Therefore, even if an Associate does not own or operate a blog or Social Media site, if an Associate and/or Customer posts to any such site that relates to Tava or which can be traced to Tava, the Associate is responsible for the posting. Associate and/or Customer are also responsible for postings which occur on any blog or Social Media site that the Associate and/or Customer owns, operates, or controls.
- i) As a Tava Associate, it is important to not converse with any person who places a negative post against you, other Associates, or Tava. Report negative posts to Tava at [support@tavalifestyle.com](mailto:support@tavalifestyle.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 Tava, and therefore damages the reputation and goodwill of Tava.
- j) The distinction between a Social Media site and a website may not be clear-cut because some Social Media sites are particularly robust, Tava, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- k) If your Tava business is canceled for any reason, you must discontinue using the Tava name, and all of Tava'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 that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Tava Associate, you must conspicuously disclose that you are no longer an Independent Tava Associate.

- l) Failure to comply with these Policies for conducting business online may result in the Associate losing their right to advertise and market Tava products, services, and Tava's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.
- m) Associates are prohibited from selling Tava products to individuals or entities that they know or should know, intend to resell the products. Associates must sell Tava products only to end-user customers, and Associates shall not sell to any person any quantity of Tava products greater than that generally purchased by an individual for personal use. Associates must take reasonable steps to ensure that they do not violate these prohibitions.

#### **14.6 Advertising and Promotional Materials**

- a) You may not advertise any Tava products or services at a price LESS than the highest company published, established retail price of ONE offering of the Tava product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- b) Advertising and all forms of communication must adhere to principles of honesty and propriety.
- c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., is subject to prior written approval by the Tava Compliance Department.
- d) All requests for approvals with respect to advertising must be directed in writing to the Tava Compliance Department.
- e) Tava reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Associate.

#### **14.7 Testimonial Permission**

By agreeing to the Tava Associate Agreement, an Associate gives Tava permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the Tava Business Opportunity, an Associate waives any right to be compensated for the use of his or her testimonial or image and likeness even though Tava may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents Associate's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on Associate's actual experience with Tava and any stated use of Tava products and/or services, and agrees to notify Associate immediately of any changes in the views expressed in the testimonial. In some cases, an Associate's testimonial may appear in another Associate's advertising materials. If an

Associate does not wish to participate in Tava sales and marketing materials, he or she should provide a written notice to the Tava Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

#### **14.8 Telemarketing - Limitations**

- a) A Tava Associate must not engage in telemarketing in relation to the operation of the Associate's Tava business. The term "telemarketing" means the placing of one or more telephone calls, text messages, emails, or facsimile transmissions to an individual or entity to induce the purchase of Tava products or services or to recruit them for the Tava opportunity.
- b) The 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 the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- c) While an Associate may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Associate to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- d) "Cold calls" or unsolicited calls/texts/emails/faxes made to prospective Customers or Associates in order to promote Tava products, services, or the Tava opportunity is considered telemarketing and is prohibited.
- e) Exceptions to Telemarketing Regulations

A Tava Associate may place telephone calls or faxes to prospective Customers, or Associates under the following limited situations:

- (i) If the Associate has an established current business relationship with the prospect;
  - (ii) In response to the prospect's personal inquiry or application regarding a product or service offered by the Tava Associate, within 3 months immediately before the date of such a call/fax;
  - (iii) If the Associate receives written and signed permission from the prospect authorizing the Associate to call/fax;
  - (iv) If the call/fax is to family members, personal friends, and acquaintances. However, if an Associate makes a habit of collecting business cards from everyone he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and
  - (v) Tava Associates engaged in calling "acquaintances," must make such calls/faxes on an occasional basis only and not as a routine practice.
- f) An Associate shall not use automatic telephone dialing systems in the operation of his or her Tava businesses.

- g) Failure to abide by Tava policies or regulations as set forth by the federal government regarding telemarketing may lead to sanctions against the Associate's position, up to and including termination of the position.
- h) By signing the Associate Agreement, or by accepting commissions, other payments, or awards from Tava, an Associate gives permission to Tava and other Associates to contact them as permitted under the Federal Do Not Call regulations.
- i) In the event an Associate violates this section, Tava reserves the right to institute legal proceedings to obtain monetary or equitable relief.

## 15.0 **INTERNATIONAL MARKETING**

### 15.1 **International Marketing Policy**

- a) A Tava Associate is authorized to sell Tava products and services, to Customers and Associates only in the countries in which Tava is authorized to conduct business, according to the Policies and Procedures of each country. Tava Associates may not sell products or services in any country where Tava products and services have not received applicable government authorization or approval.
- b) An Associate may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll or attempt to enroll potential Customers or Associates, nor conduct any other activity for the purpose of selling Tava products and services, establishing a sales organization, or promoting the Tava business opportunity.

## 16.0 **GLOSSARY OF TERMS**

**ACTIVE ASSOCIATE:** An Associate 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, to ensure that they are eligible to receive bonuses and commissions.

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

**CUSTOMER:** Any person who purchases Tava products and does not engage in the Tava business opportunity.

**ASSOCIATE'S/ASSOCIATE'S WALLET:** Is a secure website that manages an Associate's commissions.

**SPONSOR:** An Associate who enrolls a Customer, or another Associate into the Company, and is listed as the Sponsor on the Associate Agreement. The act of enrolling others and training them to become Associates is called "sponsoring." **\*Note: Any reference to "personally enrolling/sponsoring" herein is simply descriptive of the method of building a community of Associates, i.e., personally enrolling other participants into Tava. The phrase is not intended to imply any connection between the simple act of recruitment, sponsorship, or enrollment, and payment of compensation.**

**COMPETING PRODUCT(S):** Any product or service that is sold in competition with, or is being developed and will compete with, a product or service developed, manufactured, or offered by TAVA.

**ASSOCIATE OR ASSOCIATE:** An individual or entity who actively promotes, markets and sells Tava products for profit and who actively seeks and Recruits others to do the same in accordance with the Agreement.

**ASSOCIATE AGREEMENT:** Tava Independent Associate Enrollment Agreement in its current version that is available for download in the Associate's back office.

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

**ORGANIZATION:** The Customers and Associates placed below a particular Associate.

**OFFICIAL TAVA MATERIAL:** Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by Tava to Associates and Customers.

**PLACEMENT:** Your position inside your Sponsor's organization.

**RESALABLE:** Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling have not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Tava labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**SALE/TRANSFER POSITION FORM:** Tava's Sale/Transfer Position Form in its current version that is available for download in the Associate's back office.

**UPLINE:** This term refers to the Associate or Associates above a particular Tava Associate or Sponsor in a sponsorship line up to the Company. It is the line of sponsors that links any particular Associate to the Company.



# **ADDENDUM 1**

## **TAVA Compensation Plan**

# **ADDENDUM 2**

## **TAVA**

# **Income Disclosure Statement**

## **INCOME DISCLOSURE STATEMENT**

The Tava Compensation Plan is an exciting opportunity that rewards you for selling products and services and sponsoring other participants who do the same. Although the opportunity is unlimited, individual results will vary depending on the commitment levels and sales skills of each participant. Since Tava has recently launched, it lacks enough statistical data to prepare reliable income disclosures. There will be certain participants who will earn less while others will earn much more. We're excited about the Tava Compensation Plan and we're confident it will provide you a solid foundation to help you achieve your financial goals. As with all endeavors, hard work and the time you dedicate impact outcomes.

If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with Tava results only from hard work, dedication, and leadership.

