

# **Anovite Inc. Statement of Policies and Procedures - January 1st, 2023**

## **Code of Ethics**

As an Independent Associate of Anovite Inc. (hereinafter “Anovite” or “the Company”) I hereby promise and agree that:

1. I will be honest and forthright in all my transactions while acting as a Associate of Anovite and will perform all activities in a manner that will enhance my reputation and the reputation of Anovite .
2. I will not engage in any illegal or deceptive practice.
3. I will be courteous and respect the time and privacy of everyone I contact or solicit in the course of my Anovite business. I recognize that Anovite’s policies anticipate and require the highest ethical conduct of Anovite Associates in all their Anovite business dealings.
4. I will fulfill my leadership responsibilities as a Sponsor, including training and providing support to the Associates in my organization. I understand that the people I sponsor will have an increased opportunity for success in Anovite when they receive ongoing training and support.
5. I will make no income claims or representations regarding the Anovite compensation plan, except those in Anovite literature. I acknowledge that an Anovite Associate’s success depends on many variables, such as amount of time and effort committed to his or her business and his or her skills and organizational ability.
6. I will make no claims for Anovite products, services or its income opportunity except as published in official Anovite literature. I understand that even my truthful reports of personal experience of benefits received from Anovite products, services or its income opportunity may be interpreted as improper Anovite claims if I use those experiences as a sales device.
7. I understand and agree that I am solely responsible for all financial and legal obligations incurred by me in the course of my business as a Associate of Anovite products and services, including self-employment taxes, income taxes, sales taxes, license fees, etc. I understand that I am an independent contractor for all federal and state tax purposes.
8. I will compete aggressively but fairly, and I will respect the participants of other network marketing opportunities. I will not solicit from the sales representative lists or customer lists of other network marketing companies, nor focus sales or recruiting efforts solely on the customers or representatives of any other single company. I will not use sales materials that are regarded as proprietary by other companies.

## **1. OPERATIONAL POLICIES AND PROCEDURES**

The policies and procedures serve as a guide to your relationship with Anovite, Inc., hereinafter “Anovite ” Carefully review this document. We are here to support you and your efforts in your new business. Please contact your sponsor or the corporate office if you have any questions. Anovite embraces all of the principles of ethical personal and sound business conduct that makes us a company of trust and a legacy in this industry. Anovite is a direct selling, internet sales company marketing consumer services and products to its customers through Independent Associates. The Policies and Procedures herein are applicable to all Associates of Anovite. This statement of Policies and Procedures and the Compensation Plan are incorporated into the Associate Application and Agreement and constitute the entire agreement of the parties regarding their business relationship. These rules are reasonably related to the laws of the State of Utah and shall be governed in all respects thereby. These policies and all agreements between Anovite and Independent Associates shall be governed by the laws of the State of Utah, and are binding on successors and assigns of both parties. Should any portion of these rules and regulations, of the Independent Associate application and agreement, or of any other instruments referred to herein or issued by Anovite, be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

## **2. Application for Independent Associate Status**

A person may become a Anovite Associate by completing, signing and returning an Associate Agreement to Anovite corporate Headquarters, or by completing the on-line sign-up process. No person is required to purchase any Anovite products or services.

Anovite reserves the right to reject at its discretion, any application deemed unacceptable. Applicants and Associates may not submit inaccurate or false information on an Associate Agreement. Incomplete and inaccurate Associate Agreements will not be accepted by Anovite. Each Associate is responsible for informing Anovite of any changes affecting the accuracy of the Associate Agreement.

## **3. Liability.**

To the extent permitted by law, Anovite shall not be liable for and Associate releases Anovite from, and waives all claims for any loss of profits, direct or indirect, special or consequential damages or any other loss incurred or suffered by Associate as a result of (a) the breach by Associate of this Agreement, (b) the operation of Associate’s business, (c) any incorrect or wrong data or information provided by Associate, or (d) the failure to provide any information or data necessary for Anovite to operate its business, including without limitation, the enrollment and acceptance of Associate into the income opportunity or the payment of commissions and bonuses.

#### **4. Independent Contractor Status**

Anovite Associates are independent contractors. They are not franchisees, joint venture partners, employees or agents of Anovite, and are prohibited from stating or implying, whether orally or in writing, otherwise. Associates have no authority to bind Anovite to any obligation. Independent Associates will not be treated as employees with respect to such services for federal or state tax purposes. Anovite is not responsible for payment or co-payment of any employee benefits. Associates set their own hours and determine how to conduct their Anovite business, subject to the Agreement and the Policies and Procedures. Associates are responsible for liability, health, disability and workmen's compensation insurance. As the Associate, you are responsible and agree to pay your own business expenses.

#### **5. Legal Age**

All Associates must be of legal age in their state of residence to apply to become a Associate.

#### **6. Anovite Associate ID#**

Every Anovite Associate will be issued a unique Personal Identification number, which will be used by the Associate for security purposes when accessing their Anovite back office.

#### **7. Territory**

Each Anovite Associate is authorized to conduct business anywhere in the U.S.A. and its territories as well as Canada. There are no territorial restrictions.

#### **8. Associate Marriage**

If two Associates marry, they may maintain their separate, independent organizations.

#### **9. Associate Divorce**

If married Associates who share a Associate position obtain a divorce, Anovite will continue to treat the Associates pursuant to the original Associate Agreement until such time as Anovite receives written notice, signed by both parties, and notarized, or a court order or decree directing otherwise. In addition, divorced Associates should submit to Anovite a certified copy of any legal judgment or decree, specifying how future payments of commission checks are to be paid.

#### **10. Corporations, Partnerships and Trusts**

Entity applications must be signed by an authorized officer of the corporation, partnership or trustee of the trust and will become the binding Associate Agreement for such entity.

1) Corporations: The Associate Agreement must include a copy of its Articles of Incorporation and by-laws, contain the names and Social Security or Federal ID Numbers of the principal officers (president, vice-president(s), secretary, and treasurer), members of the Board of Directors and shareholders.

2) Partnerships: Partnership Applications must include a copy of the official partnership agreement, which must be signed by each of the individuals listed on the Associate Agreement. The Agreement must also contain the names and Social Security or Federal ID Numbers of all general and limited partners.

3) Trusts: For a trust to be accepted, a letter identifying the manager or trustee of the trust must be submitted, including the trustee's Social Security or Federal ID Number, the names of all persons having a beneficial interest in the Trust and a certified copy of the trust document.

## **11. Change of Status**

Associates who wish to change their status from that of an individual Associate to a participant in a corporation, partnership or trust, may do so at any time, subject to the policies outlined above, and only under the same Sponsor.

## **12. Death of Associate**

In the case of the death of a Anovite Associate, rights of that Associate position shall pass to the Associate's heirs. A certified copy of the will or court document along with a new Associate Agreement in the name of the succeeding individual must be submitted to Anovite within ninety (90) days of the death of the Associate. If Anovite does not receive appropriate instruction within ninety (90) days of the death of the Associate, Anovite will continue to send checks until ordered by the court. Transfer of ownership will take place after receiving appropriate court documents.

## **13. Fictitious and/or Assumed Names**

A person or entity shall not apply as an Associate using a fictitious or assumed name. Associates must comply with all federal, state and local statutes, regulations and ordinances concerning the operation of their business.

## **14. Qualifying Volume Requirements**

Refer to the Compensation Plan for qualifying for rank.

## **15. Commission Cycle**

With the exception of our Doubler Bonus, which is paid monthly, all other commissions are paid weekly on Friday. Occasionally holidays will require a slight shift in the schedule.

## **16. Taxation**

As independent contractors, Associates will not be treated as franchisees, partners, employees, or agents for federal or state tax purposes, including, with respect to the Internal Revenue Code Social Security Act, federal unemployment act, state unemployment acts, or any other federal, state, or local statute, ordinance, rule, or regulation. At the end of each calendar year, Anovite will issue to each Associate IRS Form 1099, or other applicable documentation required by law, for non-employee compensation of a Associate. It is the responsibility of each Associate to pay their own income taxes, usually on a quarterly basis.

## **17. Record-keeping**

Anovite encourages all its Associates to keep complete and accurate records of all their business dealings. A recommended publication is the Retail Industry ATG - Chapter 3 – Examination Techniques for Specific Industries (Direct Sellers), available from the IRS web site.

## **18. Term and Renewal**

Subject to the terms of voluntary resignation, suspension and termination discussed in later sections, the agreement shall automatically renew annually.

## **19. Confidentiality Agreement**

Any information that is contained in any genealogical printout or downline sales report, or online back office system provided by the company to the Associate is the proprietary and confidential information of the company and is transmitted to the Associate in confidence. The Associate agrees not to disclose said information whether directly or indirectly to any third party, other person, firm, or entity, nor use the information for purposes of competing with the company or for promoting any other program or products other than Anovite program and products. The Associate and the company agree that, without this agreement of confidentiality and nondisclosure, the company would not provide the information to the Associate. The Associate understands and agrees this duty to maintain the confidentiality of this information will survive the termination of their Associate Application and Agreement for a period of Twelve (12) months.

## **20. Associate Code of Ethics**

In pursuing the success of their Anovite business, Anovite Independent Associates shall safeguard and protect the reputation of Anovite and its products. Associates shall refrain from all conduct which might be harmful to the reputation of Anovite and its products and which may damage the ability of others to fairly represent the Anovite opportunity. Anovite Associates will be professional in their approach to their business activities and strictly avoid all deceptive, misleading, discourteous, unethical and immoral conduct. Anovite Associates will respect the honest efforts of fellow Associates and not engage in predatory or unethical recruitment practices. Anovite respects the business activities of all legitimate companies and strictly discourages any Anovite Associate from unfairly representing any competing opportunity. Anovite believes that the ultimate success of all Anovite Associates depends on its ability to bring important products and opportunities to the market. This will be done in a positive and honorable way.

## **21. Voluntary Resignation**

- 1) An Associate may voluntarily terminate his or her Associate position status by failing to renew or sending a written notice of resignation or termination to Anovite. Voluntary resignation is effective upon receipt of such notice by Anovite.
- 2) An Associate who resigns or terminates his or her Associate status may reapply as a Associate six (6) months after resignation.

## **22. Suspension**

Associate may be suspended for violating the terms of his or her Agreement, which includes the Policies and Procedures, the Compensation Plan and other documents produced by Anovite. When a decision is made to suspend an Associate, Anovite will inform the Associate in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). The suspension notice

will be sent to the Associate's address on file with Anovite pursuant to the notice provisions contained in the Policies and Procedures. Such suspension may or may not lead to termination of the Associate's Associate position as so determined by Anovite in its sole discretion. If the Associate wishes to appeal, Anovite must receive such appeal in writing via certified mail within fifteen (15) days from the date of the suspension notice. Anovite will review and consider the suspension appeal and notify the Associate in writing of its decision within thirty (30) days from the date of the appeal. The decision of Anovite will be final and not subject to further review. Anovite may take certain action during the suspension period, including, but not limited to, the following:

- 1) Prohibiting the Associate from holding himself or herself out as a Associate of Anovite or using any of Anovite's proprietary marks and/or materials;
- 2) Prohibiting the Associate from purchasing services and products from; and/or
- 3) Prohibiting the Associate from sponsoring new Associates, contacting current Associates or attending meetings of Associates. If Anovite, in its sole discretion, determines that the violation that caused the suspension is continuing, has not satisfactorily been resolved, or a new violation involving the suspended Associate has occurred, the suspended Associate may be terminated.

## **23. Termination**

An Associate may be terminated for violating the terms of his or her Agreement, which includes these Policies and Procedures, the Compensation Plan and other documents produced by Anovite. Anovite may terminate a violating Associate without placing the Associate on suspension, at Anovite sole discretion. When the decision is made to terminate an Associate, Anovite will inform the Associate in writing at the address in the Associate's file that the termination has occurred, effective thirty (30) days from the date of the written notification.

## **24. Appeal**

If an Associate wishes to appeal the termination, Anovite must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If an Associate files a timely notice of appeal, Anovite will review the appeal and notify the Associate of its decision within ten (10) days after receipt of the appeal. The decision of Anovite will be final and not subject to further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

## **25. Effect of Termination**

Immediately upon termination, the terminated Associate:

- 1) Is no longer authorized to sell Anovite products;
- 2) Must cease representing himself or herself as a Associate of Anovite;
- 3) Must remove and permanently discontinue the use of the trademarks, service marks, trade names, any signs, labels, stationary or advertising referring to or relating to any Anovite product, plan or program;

- 4) Loses all rights to his or her Associate position and position in the Compensation Plan and to all future commissions and earnings resulting therefrom; and
- 5) Must take all action reasonably required by Anovite relating to protection of its confidential information. Anovite has the right to offset any amounts owed by a Associate to Anovite from commissions or other compensation due to the Associate including, without limitation, any indemnity obligation incurred pursuant to the indemnity section.

## **26. Reapplication**

Any person or entity whose agreement is terminated shall not be allowed to reapply to the company.

## **27. Reentry**

Any Associate who transfers his or her Associate position must wait for six (6) months after the effective date of such transfer before becoming eligible to reapply to become a Associate. Where state laws on termination are inconsistent with this policy, the applicable state law shall apply.

## **28. Acquisition of Business**

Any Associate desiring to acquire an interest in another Associate's business must terminate his or her Associate position status and wait six (6) months before becoming eligible for such a purchase. All such transactions must be fully disclosed and must be approved by Anovite in advance.

## **29. Conditions to Transferability**

Except as expressly provided herein, a Associate may not sell, assign, merge or transfer his or her Associate position, or rights thereto, without the prior written approval of Anovite and subject to the following conditions:

- 1) Anovite possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Associate position. A Associate wishing to sell, assign, transfer or merge his or her Associate entity must first provide the upline sponsor with the option to make such a purchase or receive such transfer in writing on the terms and conditions as any outstanding or intended offer. The upline sponsor must advise the Associate within ten (10) business days after receipt of such notice of its decision to accept or reject the offer. If the upline sponsor fails to respond within the ten (10) day period, or declines such offer, the Associate may make the same offer or accept any outstanding offer which is on the same terms and conditions as offered Anovite, to any person or entity, who is not a Associate, married to, or a dependent of a Associate, or who has any interest in a Associate position.
- 2) The selling Associate must provide Anovite with a copy of all documents which detail the transfer, including without limitation, the name of the purchaser, the purchase price and terms of purchase and payment. A transfer fee of \$100.00 must accompany the transfer documents;
- 3) The documents must contain a non-compete covenant made by the selling Associate for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or

sponsor any existing Anovite Associate for a period of one (1) year from the date of the sale or transfer; and

4) Upon a sale, transfer, merger or assignment being approved in writing by Anovite , the buying Associate must assume the position of the selling Associate and must execute a current Agreement and all such other documents as reasonably may be required by the Company.

### **30. Transfers to Associates**

Except as expressly set forth herein, Associates may not sell, assign or otherwise transfer his or her Associate position (or rights thereto) to another Associate or to an individual which has an interest in an Anovite Associate position. Notwithstanding the foregoing, an Associate may transfer his or her Associate position to his or her sponsor, subject to the conditions of the transferability section. In such event, the sponsor's Associate position and the transferred Associate position shall be merged into one.

### **31. Change of Sponsorship**

Any change of Sponsor is discouraged and requires the prior written approval of Anovite (which may be withheld at its sole discretion) and is subject to the following conditions:

- 1) The notarized, signed consents of the original sponsor, the new sponsor, and the sponsored individual, must be submitted to Anovite;
- 2) A written request for transfer explaining the exact reason for the request of transfer must be submitted to Anovite;
- 3) A transfer fee of \$100.00 is paid to Anovite;
- 4) The requirements of conditions to transferability section are complied with; Personally sponsored Associates of the transferred Associate must request in writing to move with their sponsor.

### **32. Circumvention of Policies**

If it is determined, in Anovite sole discretion, that an Associate position was transferred in an effort to circumvent compliance with the Agreement of the Policies and Procedures, the Associate position will revert back to the transferring Associate who will be treated as if the transfer had never occurred from the reversion day forward. If necessary, and at Anovite sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring Associate to ensure compliance with the Agreement and Policies and Procedures.

### **33. Termination Returns**

An Associate who terminates his/her Associate Agreement may have the right to return unopened, unencumbered and currently marketable sales aids and products purchased from the Company within one year of termination (no time limit in Massachusetts, Georgia, New Jersey and Wyoming), provided the merchandise is returned in a CURRENT REUSABLE and RESALABLE CONDITION. Return will be issued in like-kind payment and may take up to 30 days to process. Anovite will refund 90% of the cost of returned items to the Associate (unless otherwise required by state law) less any appropriate setoffs and legal claims. No repayment will



be made on original shipping and handling charges. The return shipping costs will be borne by the Associate. Additionally, Montana residents who cancel within 15 days are entitled to a 100% refund of any consideration given to participate. In order to assure that refund of returned items will be issued, strict compliance to the following procedures is required:

A written return request must be submitted, stating the reason for the termination, the reason for the return of Anovite product and/or sales materials.

Proof of Anovite payment and a copy of the Purchase Order Form or packing slip must accompany this written request. Anovite merchandise returned without prior authorization will be returned to the Associate. Anovite will instruct the Associate where to ship the materials for restocking and verification, and will also provide the Associate with the appropriate quantity of authorized Anovite return merchandise shipping labels. Upon receipt and inspection of the return, Anovite will process the appropriate refund for payment. Associate must pay the cost of return freight.

### **34. Sponsoring**

Associates may sponsor other Associates into the Anovite business. Associates must ensure that each potential Associate has reviewed and has access to the current Policies and Procedures and Compensation Plan prior to or when enrolling the individual.

A spouse can NOT sponsor their spouse. A business entity can NOT sponsor the spouse of any person with part or full ownership of the business entity. An associate can NOT sponsor a business entity they have part or full ownership of, nor can a business entity sponsor an individual that has part or full ownership of the business entity. This does NOT apply to individuals or business entities that became associates prior to June 1, 2021.

### **EXECUTIVE RE-ENTRY REQUEST**

When an associate attains the rank of EXECUTIVE they can request a 2nd position below their original position at the top of their smallest binary leg. Anovite will evaluate the associate's history of compliance and supporting their downline, along with other factors. Based on Anovite's evaluation an associate may be granted a 2nd position.

### **35. Referral Policy**

From time to time, prospects will contact Anovite directly. It is always the policy of Anovite to determine if the prospect has been contacted by an Anovite Associate. If this is not the case, the prospect's information may be forwarded to the active Associate.

### **36. Multiple Agreements**

If an applicant submits multiple Agreements which list different sponsors, only the first completed Agreement to be received by Anovite will be accepted.

### **37. Training Requirement**

A Sponsor must maintain an ongoing professional leadership association with Associates in his or her organization and must fulfill the obligation of performing a bona fide supervisory role in assisting them with their business development.

### **38. Cross Selling/Cross Sponsoring**

Anovite Associates shall not sell or represent non-Anovite products or represent marketing opportunities from other companies to other Anovite Associates. Non-Anovite products or opportunities may not be promoted in any way at official Anovite events, meetings, conventions or other gatherings.

### **39. Telephone Sponsoring**

Anovite offers the convenience of signing up new Associates by telephone by dialing the toll free order line 1-877-295-1269. The Anovite agent will ask for all information contained on the Associate Application and Agreement including Personal Sponsor and Placement Information. The new Associate is now eligible for all the privileges and benefits of any other Anovite Associate. It is the responsibility of the Sponsoring Associate to acquaint the new Associate with Anovite Policies and Procedures.

### **40. Price Changes**

Prices of all Anovite products and sales materials are subject to change without notice.

### **41. Sale of Product**

The Company will provide participant access to monthly commission statements, commission checks, and annual 1099 tax forms. The Company will make available to participant, sales aids, product information, and other information.

### **42. Sales Tax**

The associate shall comply with all State, Provincial and local taxes and regulations governing the sale of Anovite products and services.

Anovite will collect and remit sales tax on associate orders unless an associate furnishes Anovite with the appropriate Resale Tax Certificate form. When orders are placed with Anovite, sales tax is prepaid based upon the suggested retail price. Anovite will remit the sales tax to the appropriate state, Provincial and local jurisdictions. The associate may recover the sales tax when he or she makes a sale. Anovite associates are responsible for any additional sales taxes due on products marked up and sold at a higher price.

Anovite encourages each associate to consult with a tax advisor for additional information for his or her business.

### **43. Training**

The participant will receive training by completing Anovite video training courses and by reading online materials found in the Anovite Back Office. Training will also be provided by the sponsor, and Company training seminars.

#### **44. Trademarks and Copyrights**

Anovite name, trademarks, service marks and copyrighted materials are owned by Anovite International, Inc. The use of such marks and materials must be in strict compliance with these Policies and Procedures.

#### **45. Use of Anovite Name**

Associates may use the name of Anovite only if they are identified as an Independent Associate of Anovite in conjunction with the use of the name Anovite and its logo or trademarks.

**Advertising and Promotional Materials:** Only the promotional and advertising materials produced by Anovite or approved in advance in writing by Anovite may be used to advertise or promote an Associate's Anovite business or to sell products and services of Anovite. Anovite literature and materials may not be duplicated or reprinted without the prior written permission of Anovite.

**Even if an Associate uses language found in official Anovite literature to create their own marketing materials they must get Anovite approval before using.**

**Stationery and Business Cards:** Associates are not permitted to create their own stationery, business cards or letterhead graphics if Anovite trade name and/or trademarks are used. Only approved Anovite graphics version and wording are permitted.

#### **46. Print and Internet Advertising**

All materials used in the placement of any advertising in any print or electronic media, including Internet web sites and social media must be approved by Anovite prior to use. Associates are not permitted to use the Anovite trade name as a web site address or in any other manner without the written approval of Anovite .

**Telephone, Yellow and White Page Listing:** Associates are not permitted to use Anovite trade name in advertising their telephone and FAX numbers in the white or yellow page sections of the telephone book except as outlined below. Associates are not permitted to list their telephone numbers under Anovite trade name without first submitting a request to Anovite for approval. If approval is granted for an 800 listing, it must be stated in the following manner: Jones, John D.

#### **47. Anovite Independent Associate Telephone Answering**

Associates may not answer the telephone by saying Anovite or in any other manner that would lead the caller to believe that he or she has reached the corporate office of Anovite International, Inc.

#### **48. Imprinted Checks**

Associates are not permitted to use Anovite trade name or any of its trademarks or service marks on their business or personal checking accounts. However, Associates may imprint their Anovite business checks with Anovite Independent Associate.

### **33. Endorsements**

### **49. Endorsements**

No endorsements by a Anovite officer or administrator or third parties may be asserted, except as expressly stated in Anovite literature. State regulatory agencies do not approve or endorse direct selling programs. Therefore, Associates may not represent or imply, directly or indirectly, that Anovite program, products or services have been approved or endorsed by any governmental agency.

### **50. Media Inquires**

Media inquiries should be referred to Anovite Corporate Office.

### **51. Recordings**

Associates may not produce or reproduce for sale or personal use products sold by Anovite or any of Anovite-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of Anovite meetings and conferences is strictly prohibited, without Company permission. Still photography is allowable at the discretion of the meeting host.

### **52. Independent Associate Communications**

Associates, as independent contractors, are encouraged to distribute information and direction to their respective downlines. However, Associates must identify and distinguish between personal communications and the official communications of Anovite .

### **53. Copyright Restrictions**

With respect to product purchases from Anovite, Associates must abide by all manufacturers' use restrictions and copyright protections.

### **54. Vendor Confidentiality**

Anovite business relationships with its vendors, manufacturers and suppliers are confidential. Associates must not contact, directly or indirectly, or speak to or communicate with any supplier or manufacturer of Anovite except at a Anovite-sponsored event at which the supplier or manufacturer is present at the request of Anovite.

### **55. Promotional Materials**

Anovite reserves the exclusive right to all uses of its trade names, trademarks, logos and copyrighted material. Anovite prohibits the unauthorized use of any of its protected names, marks or logos on any materials for personal use or for resale.

## **56. Testimonials**

One of the most effective ways to share the Anovite products is to share your personal experiences. These experiences must be your own. They cannot include income claims or serious health claims, such as healed, cured or prevented.

## **57. Income Claims**

Associates must truthfully and fairly describe the Compensation Plan. No false or misleading income claims may be made to prospective Associates. Associates may not use their own incomes as indications of the success assured to others. Commission checks may not be used as marketing materials. Associates may not guarantee commissions or estimate expenses to prospects. The power of the Anovite Compensation Plan may be accurately shown using Anovite approved materials. Each Associate understands that his or her success is dependent on their effort, dedication, resources and the time he or she commits to this enterprise.

## **58. Representations of Government Endorsements**

Anovite Associates may not represent that the Anovite Compensation Plan or any of its Products are approved by any government agency.

## **59. Advertising Guidelines**

All advertising must be approved prior to use. Failure to receive approval for advertising may result in suspension or termination of Associate position.

### **What you may use:**

- 1) Anovite corporate name and logo only when you identify yourself as a Anovite Independent Associate.
- 2) Logos, copy, etc. provided.

### **What you may not use:**

- 1) Any copyrighted image or document without prior approval.
- 2) Quotes from any corporate official or other Associate without approval.
- 3) Third party testimonials.

### **Use of Logo Sheet Provided:**

There is a logo sheet available online for Anovite Associates to use. You may not change these in any way. You may not change color or design in any manner. These are trademarked icons of Anovite.

## **60. TERMS OF INTERNET SERVICE.**

The content of the Anovite Internet service is intended for the commercial use of its Users. All materials published on Anovite's web site or self-replicating web sites (including, but not limited to news articles, information pages, product photographs, images, illustrations, merchant banners, merchant products, audio clips, flash movies, and video clips, collectively known as the Content) are protected by copyright and other intellectual property laws, and are owned or controlled by Anovite, or the party credited as the provider of the content, software or other materials. User shall abide by all additional copyright or other notices, information or restrictions appearing in conjunction with any Content accessed through the Service.

### **A. Communications**

Associate may not post, transmit, or market the following: Any material that is threatening, abusive, defamatory, obscene, or otherwise unlawful; Any material that violates the copyrights, trademarks, service marks, trade secrets, patents or other property rights of others; Any pornographic, sexually explicit or gambling material or links to similar adult content; Any material that discloses personal private matters about any person without consent; Any material posted anonymously or under a false name; or Any material which disparages Anovite or other Users.

### **B. Collective Work Copyright.**

The Anovite web pages are protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other copyright laws. Except as set forth previously, User may not modify, adapt, translate, exhibit, publish, transmit, participate in the transfer or sale of, reproduce (except as provided for previously), create derivative works from, distribute, perform, display, reverse engineer, decompile or disassemble, or in any way exploit, any of the Content, software, materials in whole or in part.

### **C. Downloads**

User may download or copy the Content and other downloadable items displayed on Anovite web pages for commercial use as a Anovite Associate, and/or an Anovite Website Owner only, provided that User maintains all copyright and other notices contained in such Content. Copying or storing of any Content for uses other than commercial use as an Anovite Associate, and/or Website Owner is expressly prohibited without the prior written permission from Anovite's Compliance Department, or the copyright holder identified in the individual Content's proprietary and/or copyright notices.

### **D. Representations and Warranties**

User represents, warrants and covenants:

(a) that no materials of any kind submitted by User (or Anovite use thereof in accordance with these Rules), will (i) violate, plagiarize or infringe upon the rights of any third party, including copyright, trademark, privacy or publicity, moral rights, contract or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; (iii) constitute false or misleading indications of origin or statements of fact; (iv) slander, libel or defame any person or entity; (v)

cause injury of any kind to any person or entity; or (vi) violate any applicable laws, rules, regulations or other governmental regulations; and

(b) that User is at least 18 years old. User hereby indemnifies, defends and holds Anovite and all officers, Managers, Associates, Website Owners, directors, owners, agents, information providers, Associates, licensors and licensees (collectively, the Indemnified Parties) harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by User of these Rules or the foregoing representations, warranties and covenants, including, without limitation, reasonable attorneys' fees. User shall cooperate as fully as reasonably required in the defense of any claim. Anovite reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User.

## **E. Software Licenses**

User shall have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to User to access Anovite web pages. User may not sublicense, assign or transfer any licenses granted by Anovite, and any attempt at such sublicense, assignment or transfer is void. User may copy such software for archival purposes only. User may not copy, distribute, modify, reverse, engineer or create derivative works from this software.

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## **F. Termination**

Anovite may, in its sole discretion, terminate or suspend User's access to all or part of the web access for any reason, including, without limitation, breach of the Terms of Service. Users of Anovite acknowledge that site administrators have the right to terminate use without notice for

any User who restricts, inhibits or disrupts any Anovite event or attempts to alter or improperly access any feature or function of the site. A User's access may also be subject to termination if the User posts or transmits any illegal content; harasses or threatens any Anovite User or Anovite employee; posts content (including the creation of usernames) that is offensive or otherwise disruptive of Anovite activities; posts unsolicited advertising; or improperly impersonates an Anovite employee or other individual.

## **G. Removal of Sites**

Anovite cannot and does not screen all content provided on Anovite self-web sites and does not assume any obligation to monitor content. HOWEVER, USER AGREES THAT Anovite MAY MONITOR SITES AND CONTENT PERIODICALLY, AND Anovite RESERVES THE RIGHT AT ITS SOLE DISCRETION TO REMOVE ANY SITE, WITHOUT NOTICE AND WITH NO OBLIGATION TO REFUND FEES PAID, WHICH IN ITS JUDGMENT IS IN VIOLATION OF THIS AGREEMENT OR OTHERWISE IS UNLAWFUL OR HARMFUL TO Anovite AND/OR OTHER USERS. Copyright and Trademark Notices.

## **H. Copyright and Trademark Notices**

All contents of the Anovite web site and/or self-replicating web site are Copyright © Anovite . All rights reserved. Anovite, <http://www.Anovite.com> are trademarks of Anovite, all pending or registered in U.S. Patent and Trademark Office. The material on this site may not be reproduced and may not be distributed, publicly performed, proxy cached or otherwise used, except with the prior express permission of Anovite. Other product and company names mentioned herein might be the trademarks of their respective owners.

## **I. Requesting Reproduction Permissions**

Permission is required prior to the reproduction of any material viewed on the Anovite web site and/or the self-replicating web sites. While permission is not readily granted, serious inquiries will be considered. E-mail or write the Compliance Department of Anovite at: Anovite Compliance Department: Anovite 14512, Center Point Way #100, Bluffdale, UT 84065, USA. (Attention Compliance Department), or e-mail: [compliance@Anovite.com](mailto:compliance@Anovite.com).

## **J. Custodian of Records**

Custodian of records is Katie Kleinsmith, President. All records required by law to be maintained by Publisher are located in the city of Bluffdale, Utah, USA.

## **K. Opt-Out**

The Anovite web site and/or self-replicating web sites provide Users the opportunity to opt-out of receiving communications from Anovite and our Associates at the point where we request information about the visitor.

## **L. Delete/ Deactivate**

The Anovite web site and/or self-replicating web sites provide Users with the following options for removing their information from our database, to not receive future communications, or to no longer receive our service. You can send e-mail to [info@anovite.com](mailto:info@anovite.com) You can enter your



email address and enter UNSUBSCRIBE in the subject line. You can send mail to the following postal address: Anovite 14512, Center Point Way #100, Bluffdale, UT 84065, USA. (Attention Customer Support), phone: 877-295-1269.

### **M. Correct/Update**

Anovite gives users the following options for changing and modifying information previously provided. You can modify editable information through your back office. You can send email to [info@anovite.com](mailto:info@anovite.com). You can contact Anovite Headquarters: 877-295-1269

### **N. General Provisions Usability**

To the extent permitted by law, Anovite shall not be liable for, and the Associate releases Anovite from and waives all claims to, lost profits, indirect, direct, special or consequential damages, or any other loss incurred or suffered by the Associate as a result of (a) the breach by Associate of the Associate Agreement and/or the terms and conditions of the Rules and Regulations and Policies and Procedures, (b) the operation of Associate's business, (c) any incorrect or wrong data or information provided by Associate, or (d) the failure to provide any information or data necessary for Anovite to operate its business, including without limitation, the enrollment and acceptance of Associate into the Compensation Plan or the payment of Commissions, Overrides and Bonuses.

### **O. Security**

Each Associate must keep any Anovite passwords and other secure access information confidential and notify promptly if the Associate believes that the security of his/her account has been compromised. Anovite has taken reasonable steps to protect the security of online transactions. HOWEVER, Anovite CANNOT AND DOES NOT WARRANT SUCH

## **61. Social Media**

Anovite believes that social media is an important form of communication. Web content created through collaboration on Facebook, Twitter, LinkedIn, blogs, and other online technologies, makes it easier for Associates to identify, connect and share information with customers, prospects, and the Anovite family. What exactly is Social Media?

### **Social Media Definition**

Social media includes all types of online media that invites, expedites, or promotes conversation, comment, rating, or user-generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content or the comment or response to content. Examples of Social Media include but are not limited to discussion forums, blogs, Facebook, Twitter, LinkedIn, Craig's List, Monster, Vine, Pinterest, and YouTube.

### **A. Social Media Use**

Associates may use social media. However, Associates who elect to use Social Media must adhere to the requirements set forth in this subsection and policies relating to Social Media, advertising, and promotional activities found in the Policies and

Procedures. If you use Social Media in any aspect of your Anovite business, you need to be intimately familiar with **all** the Policies and Procedures. Otherwise, you may inadvertently violate them. Associates may not use any noncompliant verbiage as usernames on any email addresses, URLs, or social media websites. Associates may follow Anovite Corporate pages on Social Media.

Associates may host their own private (closed) Facebook group. Anovite Compliance must be invited into the group from the beginning and must be able to access the group whenever desired. At the request of Anovite, we may require a user name and password to review the group in detail.

## **B. Official Corporate Website & Self Replicated Customized Web Page**

The Company maintains an official corporate website. Independent Associates can advertise on the Internet through an authorized Company program which allows Independent Associates to personalize with the Independent Associate's message and the Independent Associate's contact information (the "Associates Website.")

## **C. Associates Are Responsible for Postings**

Associates are personally responsible for any of their postings and all other online activity that relates to Anovite. Therefore, even if an Associate does not own or operate a blog or Social Media site, and if an

Associate post to any such site that relates to Anovite or can be traced to Anovite, the Associate is responsible for the posting. Associates are also responsible for postings on any blog or Social Media site that the Associates owns, operates or controls.

## **D. Identification as an Anovite Independent Associates**

You must disclose your first name on all Social Media sites and conspicuously identify yourself as an Anovite Independent Associate regardless of it being a fan page or a personal page. (For example, Sally, Anovite Independent Associate.) Anonymous postings or the use of an alias is prohibited. You must not identify yourself as the Anovite corporate office or employee on any Social media websites such as the Facebook domain name of Anovite Corporate.

The use of the company name Anovite may only be used when it is followed by an Independent Associate. (For example, Sally Johnson, Anovite Independent Associate. Independent Associates may not use the trademarks of Anovite, any derivative or abbreviation as a domain name or email address.

Independent Associates may not use the name Anovite or company product names in the title of a Facebook page. Anovite reserves the right to request the title of any Facebook page to be changed if it infringes on the Anovite trade name and copyright.

## **E. Spamming**

Do not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process; spamming or distribution of chain letters or junk mail is not allowed.

## **F. Social Media as a Sales and Promotion Forum**

Social Media sites are relationship-building sites. While building relationships is an important part of the sales process, Social Media sites may not be used for generating sales or explaining the Anovite income opportunity. Online sales may only be generated from an Associate's Anovite self-replicated website. Likewise, Associates shall not use any Social Media site to explain the Anovite compensation plan or any component of the compensation plan.

Associates may not use auction websites to publicize or sell Anovite products such as eBay or Amazon unless otherwise authorized by Anovite prior to posting. Associates may not advertise jobs on classified ad websites, for example, Monster, Craig's List, or Yahoo jobs.

Independent Associates may not advertise or promote their Anovite business or the Company's products, marketing plan, or use the Company's name in any electronic media, including on the Internet (such as eBay, Amazon, Craigslist, Twitter, etc.) except through an associate's self-replicated website unless media or transmission is authorized by Anovite.

Independent Associates may not have a third-party act as a go-between to sell products on eBay, Amazon, Craigslist, or other online sales websites. No Independent Associates may use "blind" ads on the Internet making product or income claims which are ultimately Associates with Company products or services or the Company's business plans. The use of PayPal is strictly prohibited.

## **G. Posting Links to Replicated Web Sites**

Associates may link to their replicated website within a post. If in question, Associates may also submit their text for authorization before posting to a Social Media site in order to uphold these policies.

## **H. Use of Anovite Logo**

Associates may use the Anovite Independent Associate logo in their postings as long as they use authorized content. Associates may also use the Anovite Independent Associate logo as one of their images or in an image that represents their account if it conforms to the policies and procedures. The Anovite Independent Associate logo is in the Anovite Associate Back Office.

## **I. Posting Photos and Videos**

An Associate may not post any copyrighted photos without expressed consent from the owner. Posting photos of others without their expressed permission is prohibited. You may post or "pin" photographs or repost videos or photos provided on our corporate

social media site if you do not edit the video in any way. You may describe the video if the description is in accordance with our Policies and Procedures.

## **J. Media Outlets**

You may not coordinate, appear in, or solicit any media such as radio or TV on behalf of Anovite. All media requests, such as Facebook live, YouTube Videos, or self-created online interviews, are acceptable but must uphold the current Policies and Procedures and then need to be submitted to Compliance PRIOR to use. You must receive written approval from Anovite before such interviews may be used or posted on Social Media.

## **K. Deceptive Postings**

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to false or deceptive postings relating to the Anovite income opportunity, products, or your biographical information and credentials.

## **L. Use of Third Party Intellectual Property**

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property and paid the appropriate license fee. All third-party or other companies other than Anovite, as intellectual property, must be properly referenced as the property of the third party. You must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

## **M. Respecting Privacy**

Always respect the privacy of others in your postings. Associates must not engage in gossip or advance rumors about any individual, company, or competitive products. Associates may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

## **N. Professionalism**

Associates must ensure that your postings are truthful, accurate, and in a professional manner. Abide by all laws and regulations regarding electronic communications. This may require that you fact-check all material you post online. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

## **O. Prohibited Postings**

Associates may not make any posting or link to any postings or other material:

1. That is sexually explicit, obscene, vulgar, or pornographic.
2. That is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender,

sexual orientation, physical disability, or otherwise).

3. That is graphically violent, including any violent video game images.

4. That is solicitous of any unlawful behavior.

5. That makes offers or solicitations in the name of research, surveys, or informal communication, when the real intent is to sell products or sponsor Independent Associates.

6. That engages in personal attacks on any individual, group, or entity.

7. That is in violation of any intellectual property rights of the Company or any third party.

## **P. Responding to Negative Posts**

Do not communicate with anyone who places a negative post against you, other Independent Associates, or Anovite. Report negative posts to the Company at [Anovitecompliance@gmail.com](mailto:Anovitecompliance@gmail.com) Responding to such negative posts often fuels a discussion with a volatile individual who does not hold themselves to the same high standards as Anovite, and therefore damages the reputation and goodwill of Anovite. Anovite may respond to negative posts. Associates are encouraged not to respond to such negative posts.

## **Q. Cancellation of Your Anovite Business**

If your Associate Agreement is canceled for any reason, you must discontinue the use of Anovite name, as well as all Anovite 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 Anovite Associate, you must conspicuously disclose that you are no longer an Independent Anovite Associate.

## **62. Amendments**

Anovite reserves the right to amend the Rules set forth herein, its wholesale or suggested retail prices, Anovite product availability and Compensation Plan, as it deems appropriate.

Amendments will be communicated to all Associates in one or more of the following forms: online newsletters, email or email blast, written or published materials, circulated or made available to all Associates or publication on the Anovite web site. Amendments are effective and binding on all Associates as of the date of issuance. In the event of any conflict between the agreement of the Rules and any such amendment, the amendment shall control.

## **63. Non-Waiver Provision**

No failure of Anovite to exercise any power or right under these Rules or to insist upon strict compliance by an Associate with any obligation or provision herein, and no custom or practice of the parties at variance with these Rules, shall constitute a waiver of Anovite right to demand exact compliance with these Rules. An authorized officer of Anovite may affect waiver by Anovite only in writing. Anovite waiver of any particular default by an Associate shall not affect or impair Anovite rights with respect to any subsequent default, nor shall it affect in any way the

rights or obligations of any other Associate. Nor shall any delay or omission by Anovite to exercise any right arising from default affect or impair Anovite's rights as to that or any subsequent default.

#### **64. Arbitration**

A. All disputes and claims relating to Anovite, its products, the Associate Agreement, or the Anovite Compensation Plan, including but not limited to (1) the rights and obligations of the Associate and Anovite, (2) any other claims or causes of action relating to the performance of either the Associate or Anovite under the Associate Agreement or the Rules and Regulations, and/or (3) the Associate's purchase of Anovite products shall be settled totally and finally by arbitration in Bluffdale, Utah, or such other location as Anovite prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association. Louisiana residents may arbitrate in New Orleans. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Association provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If the Associate files a claim or counterclaim against Anovite, the Associate shall do so on an individual basis and not with any other Associate or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may if need be, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Associate Agreement.

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

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

D. The existence of any claim or cause of action of the Associate against Anovite, whether predicated on the Associate Agreement or otherwise, shall not constitute a defense to Anovite's enforcement of the Associate's covenants and agreements contained in the Associate Agreement or the Rules.

#### **65. Jurisdiction and Venue**

The Associate Agreement and the Rules shall be construed enforced in accordance with the laws of the State of Utah without reference legal principles that would cause the law of another

jurisdiction to be applied. Causes of action between the parties hereto of any type, whether on the Associate Agreement, on fraud or any other tort, or grounded in principles of strict liability or statutes of any kind, shall be heard exclusively in a court of competent jurisdiction in Bluffdale, Utah, each party hereby submitting to the jurisdiction of such courts and expressly waiving the right to bring suit in all other courts. In any cause of action the winner shall be entitled to recovery of all reasonable attorney fees, court costs and other costs of the action. Louisiana residents may choose Louisiana law, jurisdiction, and venue, and may arbitrate in New Orleans.

## **66. Limitations of Damages**

To the extent permitted by law, Anovite and its affiliates, officers, directors, employees, and other Associates shall not be liable for, and the Associate hereby releases the foregoing from and waives any claim for loss of profit, incidental, special, consequential, or exemplary damages which may arise out of any claim whatsoever relating to Anovite's performance, non-performance, act, or omission with respect to the business relationship or other matters between the Associate and Anovite whether sounding in contract, tort, or strict liability. Furthermore, it is agreed that any damage to the Associate shall not exceed, and is hereby expressly limited to the amount of unsold Anovite products and services owned or held by the Associate and commissions owing.

## **67. Official Language/Definitions**

The English version of these Rules, as maintained by Anovite, is the official version and shall control over any other language version(s), which may be made available for ease of reference for some Associates. As used in the Anovite materials, when the term, sell and words of similar import are used to describe the sales activities of an Associate, this is an abbreviated reference to the promotional activities of Associate with respect to sales and it is understood that all are between Anovite and the purchaser, not between the Associate and the purchaser.

## **68. Official Correspondence**

Official correspondence must be sent via postal mail to: Anovite 14512, Center Point Way #100, Bluffdale, UT 84065, USA. Phone: 877-295-1269

## **69. Entire Agreement**

This statement of Policies & Procedures, and the Compensation Plan are incorporated into the Associate Application and Agreement and together they constitute the entire agreement of the parties regarding their business relationship. No other promises, representations, guarantees or agreements of any kind shall be valid unless in writing. If any provision herein is held to be invalid, all other provisions shall remain valid and enforceable.