



## **Policies & Procedures**

*Updated: 10/30/2024*

Welcome to the Viágo! We are glad you're here and that you've joined an Independent Viágo Direct Ambassador (hereinafter "Viágo Ambassador" or "Ambassador"). We look forward to a long, rewarding relationship with you.

Viágo is a family-oriented business built upon the highest ethical standards. We will not compromise the integrity of our brand in any way, ever! We believe in doing the right thing for the right reason all the time; whether it's in dealings with our Ambassadors, our Members, our Employees or our Community.

### **VIÁGO POLICIES & PROCEDURES**

#### **United States**

#### **SECTION 1 – INTRODUCTION**

##### **1.1 - Policies and Compensation Plan Incorporated into Ambassador Agreement**

These Policies and Procedures (including the Compensation Plan), in their present form and as amended from time to time at the sole discretion of Seacret Direct, LLC d.b.a (hereinafter "Viágo" or the "Company"), are incorporated into, and form an integral part of, the Viágo Ambassador Agreement, which sets forth Viágo's and each Ambassador's legal rights and obligations. Throughout these Policies and Procedures, where the term "Ambassador Agreement" is used, it refers to the legally binding agreement between Viágo and each Ambassador, consisting of (a) properly completed and submitted Ambassador Application that has been accepted by Viágo; (b) these Policies and Procedures that are incorporated into and form an integral part of the Ambassador Agreement; and, if applicable, (c) a properly completed Business Entity Addendum that has been accepted by Viágo. In the event of any conflict between the applicable Ambassador Application or the Business Entity Addendum, on the one hand, and these Policies and Procedures shall control. It is the responsibility of each Ambassador to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current versions of these Policies and Procedures.

##### **1.2 Policies and Provisions Severable**

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only in the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

### **1.3 – Waiver**

The Company shall never give up its rights to insist on compliance with the Agreement and with applicable laws governing the conduct of a business. No failure of Viágo to exercise any right or power under the Agreement or to insist upon strict compliance by an Ambassador with any obligation or provision of the Agreement, and no Member or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Viágo's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an Ambassador against Viágo shall not constitute a defense to Viágo's enforcement of any term or provision of the Agreement.

## **SECTION 2 – BECOMING AN AMBASSADOR**

### **2.1 – To Become an Ambassador, one must:**

- Be legally competent and of legal age (at least 18 years old or age of majority) to enter into a binding contract in the jurisdiction in which they reside.
- Complete and submit an Ambassador Application that is accepted by Viágo.
- Be a citizen or taxpaying resident of a country in which Viágo, officially promotes the opportunity to earn income through the Compensation Plan.
- Have legal authority to conduct business and earn income in the state, country, or jurisdiction in which they reside.
- Have an address to which products, correspondence and other items may be sent, in the country, state, territory, or a U.S. military bases, as permitted by the base commander.
- Provide Viágo with their valid Social Security or Federal Tax ID number. If a valid SSN/EIN is not received by the Company within 30 days from the date of the applicant's enrollment, the enrollment process will not be finalized, and the applicant shall not be permitted to become an Ambassador.
- Not be a current employee, officer or director of Viágo and/or its affiliates, or the spouse or registered domestic partner of any of the foregoing.
- Provide a valid email address as well as any other forms of electronic communication not already associated with another Viágo Ambassador and a valid credit card.
- Pay the Initial Ambassador Registration Fee.
- Not currently hold or have previously held any interest in any Viágo position (directly or indirectly through a family member, business entity or otherwise) within the six (6) month period immediately prior to submitting an Ambassador Agreement application.

### **2.2 – Independent Contractor Status**

Viágo Ambassadors shall not be treated as employees of Viágo for all purposes including, without limitation, all federal, state or local statutes, rules, regulations, directives, ordinances, guidance and other laws, including without limitation, the Internal Revenue Code and all state tax, revenue and employment laws and regulations. Ambassadors are not entitled to the benefits that Viágo may make available to its employees. Ambassadors are self-employed, non-exclusive independent contractors who are authorized by Viágo to market and sell the Viágo products and sponsor other Ambassadors in the 50 United States, the District of Columbia, Puerto Rico and Guam, and in any authorized country subject to having legal authorization to run a business and work in the applicable jurisdiction.

Ambassadors are not employees, partners, franchisees, or legal representatives of any Viágo Company. Except to the extent necessary to comply with legal requirements and/or protect the Company's intellectual property and brand reputation, Viágo does not exercise control over the manner or means by which Ambassadors sell Viágo products, enroll others into the program or otherwise operate the Ambassador Agreement. As an Ambassador, you ultimately rely on your own independent skills in conducting your business and bear the full risk of loss in your business.

Ambassadors shall establish their own goals, hours, place of business and method of sale, so long as they comply with the Ambassador Agreement. You may not state (expressed or implied) that you are an employee of Viágo, and you must not state to any

prospective Ambassador that they will become an employee of any Viágo Company. Ambassadors have no authority, and shall not represent that they have any authority, to bind Viágo to any obligation, contract or agreement. Ambassadors are responsible for paying all applicable local, state, and federal taxes due from any amounts earned through the Ambassador Agreement. There is no guarantee that there is or ever will be a market for the Viágo Products or that Ambassadors will earn an income or will not lose money.

### **2.3 – Ambassador Application and Acceptance**

Once an Applicant has submitted a properly completed Ambassador Application, paid the Initial Ambassador Registration Fee, submitted any other documents that Viágo may require, created a password and Viágo has accepted and processed the Ambassador Application, the Applicant will become an Ambassador and will be assigned a unique Identification Number. Ambassador Identification Numbers are intended for use by the Ambassador to which it was assigned. Ambassadors are responsible for any activity that is conducted using the identification Number. As such, it is important to monitor and protect against unauthorized use of your Identification Number. Similarly, Passwords are considered Confidential Information and should not be shared with anyone, as it unlocks the Ambassador Back Office where all pertinent and key organizational reports, performance history and records are kept. Additionally, it is the responsibility of the Ambassador to provide the correct Identification Number in all communications, verbal and written, to Viágo. The Ambassador Identification Number must be used by that Ambassador to identify herself or himself to Viágo and is required for most transactions. Note: Individuals do not need to purchase Viágo Products or Business Tools to become an Ambassador.

If the Ambassador Application is incomplete or inaccurate, or if Viágo does not receive the Initial Ambassador Registration Fee, the Ambassador Application may be rejected or Viágo may provisionally accept the Application pending receipt of all required information or the payment, but the Applicant will not be entitled to any Compensation unless and until the Ambassador Application is finally accepted by Viágo. An Ambassador Application may be accepted or rejected for any reason, or no reason, in Viágo's sole discretion. If Viágo rejects the Ambassador Application, then the Applicant will not become an Ambassador and any position created will be terminated. In these cases, a refund will be issued for the Initial Ambassador Registration Fee, as described in these Policies & Procedures.

### **2.4 – Provision of Ambassador Information**

Ambassadors are responsible for ensuring that all information submitted to Viágo is kept accurate and complete. Ambassadors are required to promptly notify Viágo of any changes to this information, including changes to name, address, telephone number, email address, and/or payment options. It is especially important that an Ambassador provides Viágo with his or her current email address, since email is a primary way Viágo will communicate with the Ambassador.

### **2.5 – Ambassador Advantages**

Once an Ambassador Agreement has been accepted, the Ambassador is able to participate in, and make good use of, the opportunities and advantages provided by the Opportunity. "Opportunity" refers to the functions of the Viágo Compensation Plan. These advantages include the following:

- Promote and Sell Viágo products and services;
- Purchase the Viágo products and services at Ambassador prices;
- Qualify and participate in the Compensation Plan (receiving commissions, bonuses and rewards, if eligible);
- Sponsor Members and other potential Ambassadors into the Viágo Opportunity and thereby, build a sales organization of Member-getters and progress through the Viágo Compensation Plan;
- Receive periodic Viágo literature and other Viágo communications; and
- Voluntarily participate in Viágo sponsored support, service and training, and in motivational, promotional, incentive and recognition programs sponsored by Viágo for its Ambassadors.

## **2.6 – Back Office Access**

Viágo makes online back offices available to its Ambassadors. The Ambassador Back Office provides Ambassadors access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Ambassador's Viágo Business and the marketing of Viágo Products. Access to the Back Office is a privilege, and not a right. Viágo reserves the right to deny Ambassadors access to the back office at its sole discretion.

## **SECTION 3 – AMBASSADOR REQUIREMENTS AND RESTRICTIONS**

### **3.1 – Business Kits, Sales Tools and Product Purchases**

While product purchases are not required to become an Ambassador, it is recommended that new Ambassadors familiarize themselves with Viágo products, services, sales techniques, sales aids, and other matters. To that end, Viágo recommends that Ambassadors review the Compensation Plan and any current offers for Ambassadors at the time of joining. In the event that a Business Kit (optional in North Dakota) is offered and available, an Ambassador may return the initial Business Kit at any time within one year after activation and receive a full refund of the purchase price (not including any shipping costs). The return of a Business Kit will be deemed a voluntary Termination by the Ambassador.

### **3.2 – No Inventory Requirements**

Ambassadors must never purchase more products than they can reasonably use or sell to retail Customers in a month, and must not influence or attempt to influence any other Ambassador to buy more products than they can reasonably use or sell to retail Customers in a month. Viágo Ambassadors are not required or encouraged to purchase or carry any amount of inventory for Viágo products. Ambassadors may earn Commissions and Rewards without the need to carry any inventory. Orders may be transacted directly with Viágo and Ambassadors receive full credit for all such sales without the need to carry any inventory.

The Viágo program is built on sales to the ultimate consumer. Viágo encourages its Ambassadors to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. **Purchasing products solely for the purpose of collecting bonuses or achieving rank is prohibited.** Viágo retains the right to limit the number 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. Furthermore, falsely representing the sale or use of Viágo Products is grounds for termination of the applicable Ambassador Agreement. Viágo reserves the right to require further documentation concerning any bulk or large orders to ensure compliance with this Section.

#### **3.2.1 – Inventory Handling**

Viágo Ambassadors may not repackage, re-label, alter, or tamper with any Viágo products, and shall not sell or distribute Viágo products that have been opened, tampered with, altered or damaged in any way. Ambassadors shall properly store any Viágo products intended for sale to avoid any damage or degradation to the Viágo products and shall not sell any Viágo product after the printed expiration or "best before" date, should there be one. Re-labeling or re-packaging can violate federal and state laws, which may result in criminal or civil penalties or liability.

#### **3.2.2 – Purchase Limitations**

All Viágo Ambassador purchases of Viágo Products more than \$1000 during any calendar month are subject to review by Viágo. Such orders must be supported by receipts retained by an Ambassador demonstrating they were sold to at least three (3) different Retail Members and/or provided as incentives to at least three (3) different individuals. Also, as part of this review, and in addition to the sales receipts, Ambassadors may be required to provide a monthly sales record detailing the date of the sale to a Member, the Member's name, the products sold, the method of payment and the total sale amount. Viágo reserves the right to rescind qualifications for Recognition, Rank Advancements, Achievement Rewards, including incentive trips, or to claw back Commissions, in

instances in which the Ambassador is found to have placed excessive orders, whether those orders are placed in his or her own Ambassador Business Account or in a Member account.

### **3.2.3 – Retail Sales Receipts**

In the event of a Product resale conducted directly between an Ambassador and a Member, the Ambassador must provide his or her Member with two copies of a retail sales receipt at the time of the sale. The retail sales receipt sets forth certain Customer protection rights afforded by federal law. An Ambassador is required to inform his or her Member that they are entitled to cancel any purchase of \$25 or more within three (3) business days from the date of the sale (five (5) business days for Alaska residents who purchase \$10 or more, fifteen (15) business days for North Dakota residents aged 65 or older who purchase \$50 or more and fifteen (15) days after enrollment for Montana Ambassadors). Ambassadors must retain copies of their retail sales receipts for a period of two (2) years and furnish them to Viágo at the Company's request.

### **3.3 – Cooling-Off Period**

Per the FTC Cooling-Off Rule, if you notify Viágo by midnight (Arizona time) on the third business day following enrollment that you do not wish to be a Secret Ambassador, then the Ambassador Agreement will be canceled, and the Ambassador Business Account terminated. The Ambassador will receive a full refund of the Startup Fee, any business tools purchased, and any products purchased and returned in new condition (not including shipping and handling or the 10% restocking charges).

### **3.4 – Stacking**

“Stacking” is strictly prohibited. Stacking occurs when Ambassadors place new enrollments under others in the downline to help quickly advance and rank through the Compensation Plan. Stacking includes: (a) providing financial assistance to new Ambassadors for the purpose of maximizing compensation pursuant to Viágo's Compensation Plan; (b) violating section 3.5 below; and/or (c) placing a new Ambassador in any downline organization with the intent of manipulating the compensation plan through “gaming” thus acquiring financial gain in a manner not intended or permitted.

### **3.5 – Advancement and Bonus Buying**

Each Ambassador must directly join the Company and purchase products on his or her own volition. Advancement and Bonus Buying, along with the action of Stacking, is strictly and absolutely prohibited in all circumstances. This includes:

- a) The enrollment of individuals or entities without the permission and/or knowledge of such individuals or entities (“Slamming”).
- b) The fraudulent enrollment of an individual or entity as an Ambassador or Member.
- c) The enrollment or attempted enrollment of nonexistent individuals or entities as Ambassadors or Members (“phantoms”).
- d) Purchasing Viágo products on behalf of another Ambassador or Member, or under another Ambassador's or Members ID number to qualify for commissions or bonuses.
- e) The purchase of products or other items on behalf of another Ambassador or Member or under another Ambassador's or Member's I.D. number for any purpose including, without limitation, to qualify for commissions or bonuses.
- f) Any purchase of product for a reason that is unrelated to bona fide resale or use, or any mechanism used to solely qualify for rank advancement, maintenance, achievement of incentives, prizes, commissions or rewards that are not driven by bona fide product purchases by end users for actual use.
- g) Any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bonafide product purchases by Members.

Upon discovery of any Advancement or Bonus Buying, Viágo, at its sole discretion, may impose sanctions against the Ambassador, which may include but is not limited to, a fine that will be deducted from the Ambassador's upcoming commission(s), suspension and/or termination. If a fine is assessed,

all

commissions will be forfeited until the fine is paid in full. Additionally, the Ambassador will forfeit the right to participate in any Leadership Bonus or earned trip.

Additionally, the use of any individual's credit cards, debit cards or other payment instruments to purchase Viágo products or pay for service fees on the account of any other Ambassador or Member is expressly prohibited. Any exceptions to this rule will be reviewed by Compliance on a case-by-case basis to help safeguard against these being used for the benefit of rank advancements or bonus buying. All determinations will be final.

### **3.6 – Use of Viágo's Identity and Intellectual Property**

Viágo's brand identity and relationships with Ambassadors and Members are among its most valuable assets. This asset and other Viágo Intellectual Property are protected by law and exclusively owned or licensed by the Viágo Companies. Ambassadors have no ownership in or any other right to any Viágo Intellectual Property other than as expressly stated in writing by Viágo. Ambassadors may not use or alter any Viágo Intellectual Property in any way without Viágo's express written permission. Viágo reserves the right, in Viágo's sole discretion, to limit or revoke at any time any license or other right granted to the Ambassador by Viágo to use any Viágo Intellectual Property, and any such right shall end automatically upon termination of the Ambassador Agreement.

Subject to the Ambassador Agreement and any other applicable terms and conditions, Ambassadors may (1) identify that you are an "Independent Viágo® Direct Ambassador" (however, may not state or imply that an employee/employer relationship exists or that you represent Viágo); and (2) Ambassadors may use the business tools created by Viágo for use by Ambassadors from time to time for their intended purpose and found in the Back Office.

Viágo Ambassadors are strictly prohibited from using Viágo logos, names, trademarks, or other proprietary information belonging to Viágo or other Viágo Companies. This includes, but is not limited to, within an email address (for example [John@iamViago.com](mailto:John@iamViago.com)) social account names (for example; Facebook page; iloveViágo) online content, marketing materials, photography, signage, offices, storefronts, business cards, letterheads etc. Only Viágo and the Viágo Companies are authorized to use such logos, names, trademarks, and other proprietary information. If use by an Ambassador is found that violates this section 3.5, the Ambassador will be required to immediately remove the infringing material.

Website URLs obtained by an Ambassador cannot contain reference to the Viágo Intellectual Property or the names, trade names, or other Intellectual Property owned by Viágo or the Viágo Companies. If a website URL contains such references, Viágo may require the Ambassador to immediately release the URL to Viágo at no cost to Viágo.

#### **3.6.1 - Consent to Use of Ambassador Likeness and Testimonial**

As an Ambassador, you consent to the use by Viágo of your name, testimonial (and/or other statements about the Viágo Companies, the Viágo Products or the Viágo Opportunity in printed or recorded form, including translations, paraphrases and electronic reproductions of the same), and image or likeness (as produced or recorded in photographic, digital, electronic, video or film media) in connection with advertising, promoting, and publicizing the Viágo Opportunity, Viágo Products or any Viágo-related or sponsored Events, and no further permission or any payment of royalties is required in connection with such use. Any such image or likeness taken, created, produced or recorded or commissioned by Viágo is considered Viágo Intellectual Property, and all rights thereto are solely owned by Viágo. An Ambassador may not use such materials without the prior written approval of Viágo. Further, any image or recording in any media that contains Viágo Intellectual Property may not be used by an Ambassador without the prior written approval of Viágo, which approval may be withheld, conditioned or delayed at Viágo's sole discretion. The consents and restrictions contained in this Section will survive the termination of the Ambassador Agreement.

#### **3.6.2 – Non-Use of Speaker and Celebrity Likeness**

Viágo Ambassadors are prohibited from recording, filming, taping or otherwise capturing or broadcasting in any form whatsoever any Speaker or Celebrity presentations or appearances at any event. Viágo Ambassadors are prohibited from altering, modifying and/or transferring press releases and/or celebrity photos to benefit the Ambassadors personal advertising purposes. Ambassadors are prohibited from using, reusing, broadcasting, displaying, reproducing, distributing, and reprinting, in any form and through any media, the image or likeness in a photograph, videotape, film, digital medium, illustration or art work, the name, voice and biographical information of any Speaker or Celebrity, in which it may be construed as a celebrity endorsed product advertisement, unless otherwise approved in writing by Viágo. Ambassadors are prohibited from posting on any internet site, social media or application, any video or audio content created by, produced by, belonging to or relating to Viágo, the Viágo Companies, the Viágo Products or the Viágo Opportunity, unless the Ambassador has received express, written authorization from Viágo, which authorization may be withheld, conditioned or delayed in Viágo's sole discretion.

Ambassadors found in violation of this policy will be suspended effective immediately. Ambassadors will be notified of the policy violation via e-mail and the Ambassador will have forty-eight (48) hours to remove thenon-compliant information from all web and Social Media postings and marketing materials. Failure to comply may result in termination of the Ambassador Agreement.

### **3.7 – One Viágo Business Per Ambassador and Per Household**

A person or entity may not be a party to more than one Ambassador Agreement or hold, directly or indirectly, any interest in additional Ambassador businesses, including Ambassador Agreements operated by a Business Entity. No Ambassador may receive compensation from more than one Viágo Business Account.

Spouses and common law married couples (collectively “spouses”) must operate under a single Ambassador Agreement. Spouses may neither sponsor each other directly or indirectly, nor have different Sponsors. Additionally, dependents, even those over the age of eighteen (18), residing with their parents are considered part of the “Household” policy.

If Ambassadors with separate Ambassador Business Accounts become Spouses or Life Partners, they must notify Viágo within 30 days. At that time, one of the Ambassadors must sell or terminate its Ambassador Business Account and (1) be added to the other Ambassador's Business Account or (2) remain inactive/terminated. Any wallet dollars or commissions in the sold/terminated Business Account will be transferred to the active Business Account. The sale of an Ambassador Business account is subject to the requirements of Section 3.13. The Downline Organization will remain with the sold or terminated Ambassador Business Account in the original Sales Organization. Viágo may terminate either or both Ambassador Accounts if the Ambassadors do not comply with this requirement.

Ambassadors whose credit card information appears on an Ambassador Business Account other than their own will be in violation of this policy and subject to termination.

### **3.8 – Actions of Household Members, Employees, Ambassadors**

Each Ambassador is responsible for the actions of her or his immediate household. Each Ambassador is also responsible for the actions of the Ambassador's employees, contractors and Ambassadors, and each Ambassador Agreement that is a Business Entity is responsible for the actions of its owners, officers, directors, employees, contractors and Ambassadors. If any such household member or such owner, officer, director, employee, contractor or Ambassador engages in any activity which, if performed by the Ambassador, would violate the Ambassador Agreement, including a failure to adhere to these Policies and Procedures, such activity will be deemed a breach by the Ambassador and Viágo may terminate the Ambassador Agreement and/or seek other appropriate remedies against such Ambassador as decided by Viágo in their sole discretion. In appropriate circumstances, Viágo may elect to first provide notice to the Ambassador allowing time to cure the breach prior to taking further action.

### **3.9 – Business Entities**



A permitted Business Entity may apply to operate a Secret Ambassador position subject to certain requirements, including the submission of the Business Entity Form and properly completed IRS form W-9 to Viágo for approval. A corporation, limited liability company, partnership of any nature or trust is referred to in these Policies and Procedures as a "Business Entity." All owners of the Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity are individually, jointly and severally liable for, and shall indemnify and hold harmless Secret from and against any breach of the Ambassador Agreement by such Business Entity or any indebtedness or other obligation to Viágo by such Business Entity. All Owners of the Business Entity must be identified on the Business Entity Registration Form.

All Owners of the Business Entity are responsible for the conduct of their employees, contractors or Ambassadors and will be held accountable for any violation of the Ambassador Agreement, including the failure of their employees, contractors or Ambassadors to adhere to these Policies and Procedures.

For the purposes of enrolling as a Business Entity with Viágo, a corporation, limited liability company, partnership, or trust must:

- be incorporated or organized in the United States, the District of Columbia, Puerto Rico, Guam, or Saipan;
- have its principal place of business in the United States, the District of Columbia, Puerto Rico, Guam, or Saipan;
- have a valid Federal Tax Identification Number;
- complete, sign, and submit a Business Entity Form that is accepted by Viágo;
- submit a true and complete copy of the organizational and charter documentation (e.g., certificate of incorporation, articles of organization, certificate of formation, operating agreement, trust agreement, etc.) of such corporation, limited liability company, partnership or trust; and
- have a valid email address and valid credit card.

To prevent the circumvention of Sections 3.13 (regarding transfers and assignments of a Viágo Ambassador Business Account) and 3.9 (Sponsorship Changes), if any Owner of the Business Entity wants to terminate his or her affiliation with the Business Entity or Viágo, the Owner must first terminate his or her affiliation with the Business Entity, notify Viágo in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section 3.9.1 (Cancellation and Re-Application). In addition, the Owner foregoing their interest in the Business Entity, may not participate in any other Viágo Business for six (6) full months in accordance with Section 3.9.1. If the Business Entity wishes to bring on any new Owner, it must adhere to the requirements outlined above, subject to company approval.

### **3.10 – Changing Sponsors**

Viágo strongly believes it is important to protect the relationship between Ambassador and Sponsor. Therefore, an Ambassador may have only one Sponsor. Except as set forth in this section, Viágo prohibits change of sponsorship in order to uphold the integrity of the Compensation Plan and downline.

#### **3.10.1 – Cancellation and Re-application**

An Ambassador may only change his or her Sponsor by voluntarily resigning his or her Ambassador Agreement and remaining inactive (i.e., no promotion or sale of products, no sponsoring of new Ambassadors, no attendance at any Viágo function, no participation in any other form of Ambassador activity, no operation of any other Viágo Business (as a partner, silent or otherwise), and no income from the Viágo Compensation Plan) for six (6) full calendar months after resignation. All resignations must be provided to Viágo in writing from the email address on file or via USPS. Following the six-month period of inactivity, the former Ambassador may reapply under a new Sponsor. In that event, the former Ambassador's Downline Organization will remain in the original line of sponsorship and the former Ambassador

will rejoin as a new Ambassador with no downline. If a second account is created in violation of this policy, the second account will be closed and the Ambassador, along with any created Downline, will be moved back to the original Sponsor/Sales Organization.

Viágo, at its sole discretion, may correct errors made by an Ambassador after the Ambassador submits an Enroller Change Request Form; however, the request for correction **must** take place within five (5) business days of account creation. In addition, if a change in the Binary is needed due to a mistake upon enrollment, the Binary Change Request Form must be submitted within five (5) business days of account creation.

### **3.10.2 – Non-Compliance with Sponsorship Change Policy**

In the event a second Ambassador Business Account is found, the Ambassador will have only two choices: (a) return to the first position and continue working that Ambassador Business Account, or (2) remain inactive for six (6) months as outlined in Section 3.9. In cases where the appropriate sponsorship change procedures noted in Section 3.9.1 have not been followed, and a Sales Organization has been developed in a second Ambassador Business Account developed by an Ambassador, Viágo reserves the sole and exclusive right to investigate the circumstances surrounding the second account and then, determine the final disposition of the Sales Organization. Resolving conflicts over the proper placement of a downline that was developed under a Downline organization that improperly switched sponsors is often extremely difficult. Therefore, Ambassadors waive any and all claims against Viágo, its Officers, Directors, Managers, Members, Owners, and Employees that relate to or arise from Viágo's decision regarding the disposition of any Downline or Sales Organization.

### **3.10.3 – Multiple Ambassador Business Accounts**

An Individual may own, manage, or participate in only one Ambassador Business Account at any given time, except as permitted by these Policies and Procedures and with written approval from Viágo. In furtherance of this rule:

- a person may only be entered once as a Primary Contact for an Ambassador Business Account;
- a bank account used for Compensation to an Ambassador may be used for only a single Ambassador Business Account;
- a person may not submit an Ambassador Application for an Ambassador Business Account or be a joint owner with a Spouse or in a Business Entity if the Ambassador has an existing Ambassador Business Account or had an active Ambassador Business Account in the past six (6) months.
- An Ambassador Business Account must contain verifiable and accurate information. Any Ambassador Business Account that is created to circumvent the policies or manipulate the Viágo Compensation Plan will be immediately terminated and any commissions forfeited.

### **3.10.4 – Ambassador Member Accounts**

All individuals must make a choice when enrolling with Viágo; either (1) as an Ambassador looking to operate an independent business and sell products to consumers, or (2) as a Member purchasing products for their own use without the desire to operate an independent business. Ambassadors are prohibited from creating a separate Member account beneath their own Ambassador Business Account or under another Ambassador Business Account. It is required that everyone be coded appropriately for Viágo business purposes. The creation of these accounts manipulates the Viágo Compensation Plan and any Member Promotions that Viágo routinely offers. All Ambassador product purchases must be made through their Ambassador Business Account. In addition, Ambassador Business Accounts are not to be created simply to obtain Ambassador pricing. If there is no intention of operating the Ambassador Business Account as an independent business, the account is to be opened as a Member Account. Any accounts found in violation of this policy will be immediately closed and any pending orders will be cancelled.

### **3.11 – Ambassador Agreement Annual Renewal**

The Renewal Date of your Ambassador Agreement is twelve (12) months from your Start Date and every anniversary of your Start Date occurring thereafter. An Ambassador's failure to renew his or her Ambassador Agreement upon the anniversary of the activation date will result in the termination of his or her Ambassador Agreement. In addition to the annual renewal fee, Renewal indicates the Ambassador's agreement to be bound by the terms and conditions of the then-current Ambassador Agreement. Viágo reserves the right, in Viágo's sole discretion, to approve or deny any renewal request.

If an Ambassador fails to pay the Renewal Fee on the Renewal Date, the Ambassador Business Account and Replicated Website will be suspended and will go into a non-renewed status or "grace" for thirty (30) days. The Ambassador must immediately stop operating the Viágo Business and will not earn any Compensation for any activity conducted while the Ambassador Business Account is non-renewed. An Ambassador may reinstate a non-renewed Ambassador Business Account by paying the Renewal Fee within six (6) months of the Renewal date; however, again, the Ambassador will not earn any Compensation for activity that occurred between the Renewal Date and the date the Renewal Fee is actually paid. If the Renewal Fee is not paid within six (6) months of the Renewal Date, the Ambassador Agreement will be terminated and may not be reinstated. In this event, the Ambassador Business Account will be classified as a Club Viágo Member, unless and until, the former Ambassador requests the Club Viágo Member account be closed. If a former Ambassador wishes to re-enroll after an Ambassador Agreement is terminated, the former Ambassador may do so in accordance with Section 3.10.1 (Cancellation and Re-Application).

Upon one's Renewal Date, the Company reserves the right to reject an Ambassador's attempt to renew. Such rejection constitutes the immediate termination of the Ambassador Agreement.

### **3.12 – Ending the Ambassador Agreement**

An Ambassador may end the Ambassador Agreement at any time by notifying Viágo in writing. If an Ambassador wishes to rescind a termination request, the Ambassador has three (3) business days in which to provide notification, in writing, of the desire to rescind the Ambassador Agreement and Account termination request. After the three (3) days, the Ambassador Agreement and Account will be terminated, and reinstatement will be impossible.

#### **3.12.1 – Post Termination Rights and Obligations**

Following the termination of the Ambassador Agreement for any reason, the Ambassador will forfeit all rights as an Ambassador and will not be entitled to payment of Compensation after the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). Further, the now former Ambassador is released from all obligations under the Agreement except for (a) liabilities relating to overpayments made by the Ambassador to Viágo; (b) amounts owed by the Ambassador for Viágo Products or Viágo Business Tools that are not eligible for refund or are not returned to Viágo, and (c) surviving obligations as set for in the Agreement.

Viágo reserves the right to determine the treatment of a terminated Ambassador Business Account, including but not limited to whether to leave the vacated Ambassador position in its current position in the sales organization or to remove it from the sales organization. No Sponsor, Upline or Ambassador has any right or claim to a terminated account, its downline or placement in the sales organization.

#### **3.12.2 – Re-joining Viágo after Termination of Ambassador Agreement**

An Ambassador who terminates its Ambassador Agreement during the Cooling Off Period (Section 3.3) may re-join Viágo at any time under the same or a different Sponsor. An Ambassador who terminates after the Cooling Off Period may re-join Viágo only under the same Sponsor (or if the original Sponsor is no longer active, the first active Upline Ambassador) unless more than six (6) months has passed since the termination date. Any rewards, rank qualifications or compensation previously earned by the Ambassador will not be reinstated. A re-joining Ambassador must submit a new Ambassador Application and pay the then applicable Start-up Fee. These rules also apply to Business Entities.

### **3.13 – Cancellation Due to Inactivity**

Cancellation of an Ambassador Business Account may occur for one or both of the following:

1. Failure to Meet Personal Volume (PV) Quota – if an Ambassador fails to personally generate at least 420 PV for twelve (12) consecutive months, his or her Ambassador Agreement shall be canceled for inactivity and downgraded to a VIP Customer account.
2. Failure to Earn Commissions – If an Ambassador has not earned a commission for six (6) consecutive months (and thus becomes “inactive”), his or her Ambassador Agreement shall be canceled for inactivity and downgraded to a VIP Customer account.

### **3.13.1 – Reclassification Following Cancellation**

If an Ambassador Business Account is cancelled for inactivity, his or her Ambassador Agreement will be canceled, as well and the account will be downgraded to a VIP Customer account. If the Ambassador is on the

Company’s Easy Re-Order program, the program will be canceled. Additionally, the former Ambassador will not be entitled to continue purchasing products at Ambassador prices.

### **3.14 – Sale or Transfer of Ambassador Business Accounts**

To protect the integrity of the Opportunity, Viágo restricts the sale of Ambassador Business Accounts. All requests for the sale or transfer of an Ambassador Business Account must be reviewed and approved by Viágo in advance. To request approval, the transferring or selling Ambassador must complete the “Request for Consent to Transfer or Sell Distributorship” form to Viágo that includes the names, addresses, and contact details of the proposed buyer or transferee and a description of the transaction, including any amount to be paid to the selling Ambassador. Upon receipt of a request, Viágo will send the Ambassador the documentation to be completed by the parties to the proposed transaction. A proposed buyer or transferee must meet all the eligibility requirements for becoming an Ambassador and may be required to enter into a new Ambassador Agreement or assume the obligations of the Ambassador Business Account. Viágo reserves the right to reject a proposed sale or transfer for any reason.

Viágo will not recognize the sale of an Ambassador Business Account unless the sale is approved by Viágo. Therefore, DO NOT accept any funds from the potential buyer until the sale has been approved and finalized. Viágo charges a \$250 fee to process any approved sale or transfer of an Ambassador Business Account (the “Transfer Fee”). Do not send the Transfer Fee until Viágo has approved the transfer/sale.

#### **3.14.1 Limitations of Sales or Transfers of Ambassador Business Accounts**

Although a Viágo business is a privately owned and independently operated business, the sale, transfer or assignment of a Viágo business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a Viágo business, is subject to certain limitations. If an Ambassador wishes to sell his or her Viágo business, or interest in a Business Entity that owns or operates a Viágo business, the following criteria must be met:

- The business must have reached and maintained at least the Diamond rank or higher for the three consecutive months immediately preceding the request.
- The selling Ambassador must offer Viágo the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Viágo shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal. Viágo shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Viágo Ambassador. If the buyer is an active Viágo Ambassador, he or she must first terminate his or her Viágo business and wait one full year before acquiring any interest in a different Viágo business.

- Before the sale, transfer or assignment can be finalized and approved by Viágo, any debt obligations the selling party has with Viágo must be satisfied.
  - The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Viágo business.
  - The selling Ambassador must pay a \$250.00 processing fee to Viágo.
  - Prior to selling an independent Viágo business or Business Entity interest, the selling Ambassador must notify Viágo's Compliance Department in writing and advise of his or her intent to sell his/her Viágo business or Business Entity interest. The selling Ambassador must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a Viágo business.

### **3.15 – Separation of a Viágo Ambassador Business Account**

Viágo Ambassadors sometimes operate their Viágo businesses as husband-wife partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

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

- One of the parties may, with consent of the other(s) operate the Viágo Ambassador Business Account pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize Viágo to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the Viágo Ambassador Business Account jointly on a "Business-as-usual" basis, whereupon all compensation paid by Viágo will be paid according to the status quo, as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Viágo split commission and bonus payments because of divorcing spouses or members of dissolving entities. Viágo will recognize only one Downline Organization and will issue only one commission payment per Viágo business per commission cycle. Commission payments shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion (90-days or as determined by Viágo), the Ambassador Agreement shall be involuntarily cancelled.

If a former spouse has completely relinquished all rights in the original Viágo Ambassador Business Account pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting the required six (6) months. In the case of business entity dissolution, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six (6) months from the date of the final dissolution before re-enrolling as an Ambassador. In either case, the former spouse or business affiliate shall have no rights to any Ambassadors in their former sales organization or to any former Customer. They must develop the new business in the same manner as any other new Ambassador would.

### **3.16 – Death or Incapacity of a Viágo Ambassador**

If an Ambassador dies or becomes incapacitated, the rights of the Ambassador Business Account may be transferred to the Ambassador's designated successor on a permanent or temporary basis. Viágo will require documentation in connection with such occurrence, and the successor must meet all of the

eligibility requirements for becoming an Ambassador and may be required to enter into a new Ambassador Agreement and assume the obligations of the Ambassador Business Account. If the proposed successor is under the Legal Age, the Ambassador Business Account may, with the written consent of Viágo, be operated by a trustee approved by Viágo until the proposed successor reaches the Legal Age. In the event of a temporary transfer of an Ambassador Business Account due to incapacity, responsibility for the Ambassador Business Account will be returned to the original Ambassador upon notice to Viágo that the incapacity has ended.

If an Ambassador dies or becomes incapacitated and has not designated a successor, or if there are competing claims regarding the incapacity or the identity of the successor, the Ambassador Business Account may be suspended until Viágo receives a court order or other request documentation advising of the disposition of the Ambassador Business Account. Viágo will not be liable for any treatment of the position prior to Viágo's receipt of notice regarding the disposition, or for any losses, claims, or expenses arising from such treatment.

In the case of a proposed successor that has an existing Ambassador Business Account, is the joint owner, or part of a Business Entity of an existing Ambassador Business Account, the individual should contact Viágo to discuss his or her options.

### **3.17 – Responsibility for Taxes, Expenses and Contractual Obligations**

#### **a. Taxes**

As an Ambassador, you are self-employed and thus are solely responsible for compliance with all applicable tax laws, including but not limited to, fulfilling any applicable legal requirements for reporting, deducting, or paying taxes on any Compensation you receive as an Ambassador and making all requisite tax filings to the appropriate tax authority. Viágo shall not be liable for such payments or any associate fines, penalties, liabilities, or interest for late payments or unpaid balances. As such, you agree to indemnify and hold the Viágo Companies harmless from all local, state, federal and other taxes, penalties, and/or interest on any income, commissions, or other earnings derived from the sale of Viágo products or other monetary or non-monetary Compensation earned from Viágo or as an Ambassador.

Viágo will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions or obtain worker's compensation insurance on behalf of an Ambassador as they are independent Ambassadors. For each tax year, Viágo will send a Form 1099 to all Ambassadors who earn at or above the threshold applied by the Internal Revenue Service for the relevant tax year, which threshold can be found at [www.IRS.gov](http://www.IRS.gov). An Ambassador's business enrolled as a Business Entity may be subject to different or additional obligations. It is the Ambassador's responsibility to understand the tax obligations applicable to the independent Ambassador business, in any jurisdiction the business is operated.

#### **b. Expenses and Contractual Obligations**

As an Ambassador, you operate, conduct business and are solely responsible for all expenses, debts, and liabilities incurred in connection with your Ambassador Business Account. In addition to the initial enrollment fee and annual renewal fee (if applicable), the costs and expenses an Ambassador may incur in operating the independent business include, but is not intended to be an exhaustive list, the following:

- travel, meal, entertainment, and accommodation expense;
- costs associated with hosting or attending events;
- expenses associated with learning about, marketing or presenting Viágo products to Members or potential Ambassadors; and/or
- fees for legal, tax, or other professional advice.

Viágo will not be responsible for these, or any other costs or expenses incurred in connection with operating an independent Ambassador Business Account. Additionally, Ambassador's may not involve Viágo in any contractual relationships. Ambassadors cannot and shall not sign contracts, rent or lease office space or equipment, open bank accounts, secure credit, case negotiable instruments, make purchases or enter into agreements of any kind in the name of Viágo, in reliance on any inferred relationship with Viágo, or that in any manner directly, indirectly, intentionally, or unintentionally, imposes any obligation, burden, liability, or negative impact on Viágo.

c. Tax Consequences for Ambassador Business Activities Outside of Home Country

In some circumstances, U.S. Ambassadors who conduct business activities in other Authorized Countries may be subject to certain tax consequences. Ambassadors should seek advice from their own tax advisors with respect to the tax implications for working in other Authorized Countries.

### **3.18 – Use of Viágo Facilities**

Viágo may make Viágo Facilities available for the use by Ambassadors in connection with their Ambassador Business Accounts. Ambassadors must comply with any rules and instructions established by Viágo in the use of Viágo Facilities. Ambassadors may not interfere in any manner with the use of Viágo Facilities by Viágo, other Ambassadors, Members or third parties. Viágo Facilities may only be used for Ambassador activities as an Ambassador, and for no other purpose. Viágo is under no obligation to offer any Ambassador access to Viágo Facilities and reserves the right to limit or prohibit the use of Viágo Facilities.

### **3.19 – Assumption of Risk**

There are risks inherent in operating any business. As a Viágo Ambassador you may wish to consult with professional advisors regarding the purchase of insurance and other ways to mitigate these risks for yourself and your business. An Ambassador is not obligated to participate in Conventions or Events. If, however, an Ambassador chooses to participate in Conventions or Events, then the Ambassador assumes all risk and responsibility for traveling to and from and participating in the Conventions or Events, and for the use of any equipment or facilities related to the travel and participation in the Conventions or Events. An Ambassador's participation in a Convention or Event is conducted for the management of your own independent business and is not performed in any manner as an employee, Ambassador, or representative of Viágo. This assumption of risk and responsibility is not affected by whether your attendance at a Convention or Event is based on an invitation from or agreement with. In connection with your assumption of this risk, you shall indemnify and hold Viágo, and each of their respective shareholders, directors, officers, Ambassadors, and employees harmless from any and all claims, damages, and expenses, including any attorneys' fees, arising out of or related to your participation in or travel to and from Conventions or Events.

## **SECTION 4 – AMBASSADOR REQUIREMENTS AND BEST PRACTICES**

### **4.1 – Professional, Lawful and Ethical Conduct**

Viágo believes strongly in the commitment to being of service, having integrity in all things and fostering positivity. Ambassadors are expected to conduct themselves in a professional, lawful and ethical manner at all times and not to engage in any activity that could damage the Company's good reputation, unlawfully interfering with any other Ambassador's business or otherwise creating legal liability for Viágo or for others who participate in the Opportunity. Ambassadors must adhere to the highest ethical standards in dealings with Members, other Ambassadors and Viágo. Ambassadors are required to follow the letter and spirit of these Policies and Procedures, and to use their best efforts to ensure that all Ambassadors in their Sales Organization do so as well. Ambassadors will, under no circumstances, disparage or infringe upon the Viágo name or reputation in connection with the marketing of Viágo products or misappropriate any confidential or proprietary information or trade secrets (including Ambassador names and address lists) of Viágo for use by the Ambassador or others.



While it is not possible to provide a comprehensive list of behaviors that fall outside the level of professional, lawful and ethical conduct expected of Viágo Ambassadors. Ambassadors should recognize that the following forms of misconduct, without limitation, are examples of actions Viágo considers disruptive:

- providing false information to Viágo or placing a signature on any document submitted to Viágo that is not your own;
- pressuring a Member to purchase Viágo products when you know or have reason to know that the Member does not desire to complete the purchase;
- submitting a Member order or an Ambassador Agreement without the knowledge and consent of the Member or Ambassador;
- making false or misleading statement or representations to a current or prospective Member or Ambassador regarding Viágo products or the Viágo Opportunity;
- making disparaging comments about Viágo, company directors, officers, or employees, the Viágo products, Compensation Plan, or other Ambassadors,
- taking advantage of persons who may be vulnerable, such as the elderly and the disabled;
- manipulation of the Viágo Compensation Plan, including purchasing unreasonable amount of products or encourages others to purchase Viágo product solely for the purpose of qualifying for various rewards, positions or commissions in the Viágo Compensation Plan and not for any legitimate purpose;
- any activity that advocates, promotes or incites hatred, violence or discrimination in any form;
- verbal abuse,
- inappropriate sexual behavior,
- racial, religious, gender, or sexual orientation discrimination, intolerance or abuse;
- misleading or deceptive conduct; and
- failure to cooperate with an investigation conducted by the Viágo Compliance Department, including not responding to emails or phone calls.

#### **4.2 – Compliance with Laws and Regulations**

The Direct Selling industry is subject to laws, regulations, and industry codes that are different and often more restrictive than those that apply to other industries. These obligations include:

- complying with all applicable laws and regulations relating to the promotion and sale of Viágo products and the Viágo Opportunity, including relevant consumer protection laws and privacy requirements;
- maintaining all records, such as order forms, receipts, and invoices, required in connection with the operation of the Ambassador Business Account;
- following FTC guidelines related to marketing and advertising of Viágo products (e.g., “truthful, not misleading and, when appropriate, backed by scientific evidence”); and
- adhering to the Federal Food, Drug and Cosmetic Act (FD&C) and any subsequent registries or monographs regulating Viágo products.

#### **4.3 – Conducting Business Outside a Home Country**

A key advantage of the Viágo Opportunity is that Ambassadors may operate an independent business as an Ambassador in every country in which Viágo operates, if the Ambassador meets all Ambassador requirements for that country, subject to the Policies and Procedures applicable to that country and applicable law. Each Ambassador has the non-exclusive right to promote Viágo Products and the Viágo Opportunity in any country in which Viágo offers such Viágo Products and the Viágo Opportunity (an “Authorized Country”).

The laws and regulations applicable to the promotion of Viágo products and the Viágo Opportunity vary among countries. An Ambassador who operates as an Ambassador in other countries is responsible for understanding and adhering to all applicable laws and regulations in those countries, including but not limited to customs and immigration laws, licensing requirements, direct sales rules,

consumer protection laws, and accepted marketing practice. The Ambassador must also be familiar with and adhere to the Viágo Policies and Procedures governing activities in such countries.

Certain Viágo products or services may be sold only in specific countries or locations. The sale of Viágo Products in locations where such a sale is not authorized can result in legal liability for Ambassadors and Viágo. As such, Ambassadors are prohibited from promoting or selling Viágo Products in any location where they are not authorized for sale (an "Unauthorized Country"). Ambassador may not ship or arrange the shipment of Viágo Products where the product is not authorized for sale. The Viágo Ecommerce website for each country provides a description of the Viágo Products available in the country.

Ambassadors may not promote or sell Viágo products and services or the Viágo Opportunity in countries in which Viágo does not operate. The countries in which Viágo operates are available to Viágo Ambassadors in the Back Office.

#### **4.4 – Third Party Claims**

In the event of any allegation or actual or threatened claim or lawsuit brought or made against an Ambassador by a third party arising from or relating to Viágo, Viágo products and services, the Viágo Opportunity, Viágo Intellectual Property, an individual's conduct as a Viágo Ambassador, or the independent business operated by a Viágo Ambassador, the Ambassador must advise Viágo in writing immediately prior to taking any action that may damage Viágo or limit Viágo's ability to respond to the issue. Viágo may take whatever action it deems appropriate including, but not limited to controlling any litigation or settlement discussions, to protect itself, its reputation, and its tangible and intangible property. Viágo Ambassadors agree to cooperate in good faith with Viágo in responding to any allegation, claim, or suit and agree to take any action related to any allegation, claim or suit without Viágo's prior consent.

#### **4.5 – Crossline Recruiting or Cross Sponsoring Prohibited**

Ambassadors are encouraged to work and collaborate with other Ambassadors, including those in other sales organizations, for the development of their respective teams. It is important that such activities are done with integrity and based on mutual respect. Attempting to recruit Ambassadors from another organization is unethical and damages Viágo and other Ambassadors. Accordingly, you may not recruit, solicit, or encourage, either directly or indirectly, another Ambassador to leave one Sponsor or sales organization to join another while that Ambassador holds an active position and for one year thereafter. In addition, Ambassadors are prohibited from unethically recruiting prospective Ambassadors away from an Ambassador that is actively prospecting them. Unethical recruitment includes but is not limited to (1) making false or misleading statements in connection with another Ambassador or organization, (2) demeaning, discrediting or disparaging another Ambassador or organization, or (3) offering incentives to entice or attempt to entice a prospective Ambassador to become part of one team over another.

##### **4.5.1 – Sponsoring of Other Direct Sellers**

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

#### **4.6 – Non-Solicitation**

During the term of the Ambassador Agreement and for one (1) year after the expiration or earlier termination thereof, an Ambassador may not recruit any Viágo Ambassador or Member for another network marketing business, unless such Ambassador/Member was personally sponsored by the Ambassador in question. Attempts to recruit active Viágo Ambassadors into another network marketing business will result in immediate suspension of the Ambassador Business Account and a full compliance investigation. At no time may a Viágo Ambassador use any confidential information, including but not limited to Viágo

systems, services, downline lineage or back office to send communications regarding a non-Viágo business or opportunity. If the allegations of solicitation prove to be true, the Ambassador's Business Account will be immediately terminated, all commissions and bonuses to be paid or held will be forfeited to pay for the cost of the investigation and the Ambassador will not be eligible to re-enroll at any future time without specific written permission from the Viágo Legal Team.

The term recruit includes the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way an Ambassador to participate in another networkmarketing or direct sales company. The term also includes general solicitations in social media platforms where "friends" include persons who are Viágo Ambassadors. It also includes merely mentioning participation in another network marketing business.

Ambassador's and Viágo recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and Internationally, and because business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Ambassadors and Viágo agree that this provision shall apply to all markets in which Viágo conducts business.

A violation of any of the provisions found in this section or Section 9.1.2 shall constitute unreasonable and unwarranted contractual interference between you and the Company and would inflict irreparable harm on Viágo Direct, LLC. In such event, the Company may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Ambassador or Ambassador's business, including termination, or seek immediate injunctive relief without the necessity of posting a bond.

#### **4.6.1 – Non-Compete**

Due to the visibility of our higher-ranking Ambassadors, **Viágo Ambassadors at the rank of Emerald or above agree not to participate in any Network Marketing, Direct Sales, or Affiliate company, regardless of if the company sells competing products or not.**

#### **4.7 – Security of Information**

In connection with your activities as an Ambassador, you may have access to personal and confidential information of Members and other Ambassadors. In handling such information, the Ambassador shall abide by all applicable data protection and privacy laws when safeguarding the information. Some measures of appropriate means to safeguard information include but are not limited to: (i) encrypting data before transmitting electronically, (ii) storing records in a secure, locked location; (iii) password-protecting computer files and securely shredding paper files containing Confidential Information or Member Data.

Confidential or Personal data includes information like names, addresses, telephone numbers, credit card numbers, social security numbers, bank account, email addresses or any other means by which an individual can be identified. This type of information is subject to strict legal protection and failure to handle such data appropriately can lead to liability for the Ambassador and Viágo.

#### **4.8 – Indemnity Agreement**

In the conduct of Ambassador business, each Ambassador shall refrain from all conduct that might be illegal, orharmful to the reputation of Viágo or its products, including but not limited to, conduct inconsistentwith the public interest, that is discourteous, deceptive, misleading, unethical or immoral or any action that constitutes such Ambassador's breach of any of the terms of these Policies and Procedures. Each Ambassador shall:

1. Hold harmless and indemnify Viágo, its officers, directors, employees and Ambassadors for any claims, damages or liabilities arising out of the Ambassador's business practices, including such Ambassador's breach of any terms of these Policies and Procedures, and the Ambassador Agreement. This

indemnity specifically includes any attorneys' fees incurred by Viágo because of the foregoing; and

2. Specifically, authorize Viágo to offset such claims, costs, expenses, legal fees, damages or liabilities against all commission's payable to such Ambassadors. Ambassadors found to be engaged in unethical, deceptive or misleading practices can be subject to disciplinary action up to and including termination of his or her Ambassador Agreement.

#### **4.9 – Media Inquiries**

Ambassadors may not respond to media inquiries regarding Viágo, Viágo products, the Program or any other aspect of Viágo. Conveying an accurate, consistent and positive public image is important to preserve the reputation of Viágo and the value of the Opportunity. All such media inquiries should be immediately referred to Viágo's Corporate Marketing and Communications team at [mediainquiries@Viagodirect.com](mailto:mediainquiries@Viagodirect.com). This policy is designed to ensure that only accurate, compliant and consistent information is shared with the public.

Additionally, Ambassadors may not seek out their own media opportunities that relate to Viágo without first gaining written permission from the Viágo Corporate Marketing and Communications team. If an Ambassador wishes to discuss their own independent business, the Ambassador must communicate only in respect to his or her own activities and business but may not speak on behalf of Viágo or present themselves as a spokesperson for Viágo. If an Ambassador is approved to communicate with the media regarding their independent Viágo Business, they are not to provide personal contact information (replicated site, phone number, twitter handle, etc.) The only reference should be to the official Viágo Corporate Website.

Ambassadors are not to converse with anyone who places a negative post against the Ambassador, other Viágo Ambassadors, or Viágo. Report negative commentary to the Viágo Compliance Department at [compliance@Viagodirect.com](mailto:compliance@Viagodirect.com). Responding to such negative posts often fuels a discussion with an individual carrying a grudge and does not hold themselves to the same high standards as Viágo and could therefore damage the reputation and goodwill of Viágo.

### **SECTION 5 – AMBASSADOR MARKETING AND ADVERTISING**

All Ambassadors shall safeguard and promote the good reputation of Viágo and its products. The marketing and promotion of Viágo, the Viágo Opportunity, the Compensation Plan must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

#### **5.1 – Product Claims**

Ambassadors shall not make any claims or representations regarding the Viágo Products other than those claims, and representations found in the Viágo Marketing Materials. A Viágo Ambassador may not state, directly or indirectly, that any Viágo product is approved by the FDA or other governmental agency. If Viágo Ambassadors develop their own sales aids and promotional materials (including posts in social media), notwithstanding an Ambassadors' good intentions, the material may unintentionally violate any number of regulations affecting the Viágo Opportunity. These violations could jeopardize the Viágo Opportunity for all Ambassadors.

All claims regarding Cosmetic Products must focus exclusively on appearance changes. If “active ingredients” are specifically included on the product label in the Drug Facts Box, then the product contains OTCs (Over-the-Counter drugs) and the claims associated must be strictly limited to the claims found in Viágo Marketing Materials and product labeling. Cosmetic products may not state, either expressly or by implication, that they change the structure or function of the skin or body. Additionally, cosmetic products are never to be touted as a cure for, treatment of or remedy for any medical condition (e.g., eczema, rosacea).

Example:

Structure/Function Claim: “Product X eliminates fine lines and wrinkles.” (Eliminating a fine line or wrinkle would constitute a change in the structure of the skin).

Cosmetic Claim: “Product X reduces fine lines and wrinkles for a younger appearance.”

### **5.1.1 – Medical Claims and Product Testimonials for Nutrition “Life by Viágo” Products**

No claims as to the therapeutic, safety or curative properties of the products may be made except those officially approved by Viágo or as contained in official Viágo literature. No Viágo Ambassador may make any claims that Viágo Products are useful in the treatment, prevention, diagnosis or cure of any disease. Medical claims regarding any Viágo products are strictly forbidden. Ambassadors and Members should recommend to any Member who is currently under a physician’s care, or any medical treatment, to seek the advice of their healthcare provider before using any nutritional product line.

## **5.2 Before and After Photos and Comparisons**

Pictures cannot demonstrate a benefit that the product itself can’t support. “Before and After” photos claiming results for conditions other than those indicated on product labeling or in Viágo Product Features and Benefits may not be used for any purpose. For example, showing photos where a cosmetic product has treated a medical condition is strictly prohibited.

Use of Before and After photos that were not created and approved by Viágo should be avoided. If an Ambassador wishes to use their own “before and after” photo, the following guidelines must be adhered to:

- Ambassador must be Diamond level or above;
- photos must be taken under the same conditions (lighting, distance from camera, etc.);
- facial expressions in the before must be the same in the after (i.e., no smiling in before to accentuate wrinkles and then not smiling in the after to show they’ve been decreased/removed);
- no use of photoshop, editing, or touchups may be used;
- no use of makeup in either before or after (unless demonstrating the mascara or tinted moisturizer)
- if demonstrating results of products on an area other than the face (arms, legs), the before and after photos must be consistent with the claims allowed for the product and no manipulation of the skin is permitted to demonstrate effectiveness.

Again, showing a medical condition (for which the product is not approved) and then the treatment of that condition, is prohibited in all cases.

Prior to dissemination by the Diamond Ambassador of self-created “before and after” photos in any medium (i.e., social media, blog posts, websites), they are to be submitted to Viágo Compliance at [compliance@Viagodirect.com](mailto:compliance@Viagodirect.com) for review and authorization. Once the material has been reviewed, written acknowledgement for use will be provided to the Ambassador.

## **5.3 – Earnings, Income Claims / Lifestyle Representations Prohibited**

Anytime a Viágo Ambassador makes any direct or indirect claims/earnings representations about amounts earned by them or other Ambassadors, any representation about earnings must be based on documented facts, placed in the appropriate context, and accompanied by the appropriate disclosures, including the income disclaimers. The Company requires a copy/link of the Viágo Income Disclosure Statement (see your Ambassador Back Office, or at ([Viagodirect.com/IDS](http://Viagodirect.com/IDS))) to accompany such representations. This information is to be shared with any prospective Ambassador regardless of venue (home meeting, one-on-one, regional event, convention, etc.), along with a copy of the Income Disclosure Statement.

Claims representations, earnings representations, or lifestyle claims (collectively “income claims”) include (a) statements of actual earnings, (b) statements of projected earnings, (c) perks/rewards received, (d) income testimonials, (e) lifestyles afforded, and (f) hypothetical claims. Ambassadors may not display in any manner for recruiting purposes or any other reason, commission checks or make specific income claims or representations.

Lifestyle claims are typically statements or pictures involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one’s dreams, retiring from a corporate position, becoming your own boss, or allowing a spouse to quit his or her job. Claims like, “my Viágo income exceeded my salary after three months in the business,” or “my Viágo business has allowed my wife to come home and be a full-time mom” all fall under the purview of lifestyle claims that are to be avoided.

Hypothetical earnings scenarios may imply that the assumptions made are consistent with the actual experience of the average participants. If the assumptions are not typical of the average participant, it would likely be false or misleading to consumers. As such, hypotheticals should ideally be avoided; however, if used, a clear and conspicuous disclaimer stating that the information is hypothetical in nature is required.

The income, bonuses and rewards earned by an Ambassador through the Compensation Plan is based solely on the sale of Viágo Products to end consumers. Ambassadors are not paid on recruitment or the sponsorship of other Ambassadors. Ambassadors must truthfully and fairly describe the Compensation Plan. No past, potential or actual income claims may be made to prospective Ambassadors, nor may Ambassadors use their own income as indications of what is possible. The Federal Trade Commission (FTC) and several states have laws and/or regulations that prohibit certain types of income claims and testimonials, as such it is mandatory that all Ambassadors comply with this policy. Viágo does not guarantee any level of success or income.

#### **5.3.1 – Earnings Statement / Income Disclosure Statement**

The earnings statement is designed to convey a snapshot of information regarding the income that Viágo Ambassadors may earn. see your Ambassador Back Office, or at ([Viagodirect.com/IDS](http://Viagodirect.com/IDS)) for the most current version.

#### **5.3.2 – Required Disclosures and Disclaimers**

Before an Ambassador may sponsor a new Ambassador, the Ambassador must confirm that the prospective Ambassador understands that the earnings and success of an Ambassador is not guaranteed and depends largely upon their skills, work effort, commitment, leadership skills and market conditions. Ambassadors must also make it clear that each Ambassador incurs expenses in operating their Business, such as the start-up fee and renewal fees paid to Viágo, as well as other operating expenses, and that these expenses may offset or exceed any income earned.

#### **5.3.3 – The Viágo Opportunity**

Only Viágo Ambassadors may solicit prospective Ambassadors. When doing so, Ambassadors must provide truthful and clear information and must not use deceptive, unfair, high-pressure practices or make false, misleading or exaggerated claims about the Viágo Opportunity. Viágo Ambassadors may not state, imply or represent to potential Ambassadors that there is a requirement to purchase Viágo products or Viágo tools to become or succeed as an Ambassador. Nor may an Ambassador, at any time, require a prospective Ambassador to purchase any product as a condition to Sponsoring the new Ambassador.

All new Ambassadors must complete their own enrollment. His/her sponsor, or another Ambassador, may provide guidance to prospective Ambassadors at his/her request, but the prospective Ambassador must provide and enter his/her own information, review and agree to the applicable terms and conditions, and submit the Application on his/her own volition.

### **5.4 – No Co-Branding or Co-Marketing**

Viágo strictly prohibits the co-marketing or co-branding of any other business, product, service, seminar or program in conjunction with the Viágo Opportunity. This limitation applies to all promotional activities including, but not limited to marketing materials, events, presentations, verbal solicitations, etc. This provision is intended to prevent any unintended perception of affiliation between Viágo and such other product, business, organization, association or cause, and to prevent Viágo from being used as a platform to advance such other product, business, organization, association, or cause. The restrictions set forth will survive any termination of the Ambassador Agreement.

## **5.5 – Permitted Marketing Materials**

When presenting to prospective Ambassadors or Members with written marketing materials, Ambassadors must only use those current materials approved by Viágo, except as otherwise specified in this Section

5.5. The Viágo Marketing team has created a variety of marketing materials for use by Ambassadors in promoting the Viágo Products and the Viágo Opportunity. Many of these materials are available to Ambassadors free of additional charge in the Ambassador Back Office, while others are available for purchase. The purchase of marketing material is not required to become an Ambassador, or to earn Commission or qualifications under the Viágo Compensation Plan. Ambassadors may not sell or otherwise profit from the creation or distribution of marketing materials.

Viágo understands that there may be times when it may be appropriate for Ambassadors with the status of Diamond or above to create and distribute self-created marketing materials; however, all such promotions or marketing must be authorized in writing by Viágo prior to any use.

### **5.5.1 – Social Media**

All Viágo Ambassadors agree, acknowledge and affirmatively accept anything placed (photos, testimonials, statements, marketing materials, etc.) on a Social Media site such as Facebook, Twitter, YouTube, Pinterest, LinkedIn, Instagram, etc. must adhere to the conditions outlined in these Policies & Procedures.

For Ambassadors to promote authentically and with transparency online in social media these guidelines have been established:

1. If you are using your social media sites to promote Viágo products or the opportunity, you must clearly identify yourself as an Independent Viágo® Direct Ambassador, along with your given name on the home page. For example, Tom Smith, Independent Viágo® Direct Ambassador. Under no circumstance may an Ambassador imply that they are Viágo Corporate/HQ.
2. Only Viágo and its wholly owned subsidiaries are authorized to use Viágo logos, brand names, trademarks, copyrights and other proprietary information.
3. Your profile or cover photo should not include images or graphics from Viágo websites. The Independent Viágo® Direct Ambassador logo is recommended and encouraged, which you can find in the Ambassador Back Office.
4. Employment claims are not allowed. This is especially important on LinkedIn, which is a job-related social media site.
  - a. Not allowed: Works at Viágo, Owner at Viágo, Executive at Viágo.
  - b. Allowed: Independent Viágo® Direct Ambassador, Entrepreneur at Viágo, or simply Entrepreneur.
5. All posts containing business and product claims must be accurate and commentary substantiated. It is a mandatory requirement that Ambassadors share only business and product information supplied by Viágo, without modification, on social media.
6. It is the sole responsibility of each Viágo Ambassador to ensure their online material fully complies with Viágo's Policies & Procedures, as well as with all applicable Federal and State rules and regulations.
7. Be respectful of the privacy of other Ambassadors and Members, especially in relation to their personal information.
8. No promotion of products, services or opportunities of any other direct selling company.

9. If for any reason the Ambassador Agreement is cancelled or terminated, any created Social Mediapage made specifically for their Viágo business will be immediately deactivated.

### **5.5.2 – Access and Content Removal or Revision**

Viágo will conduct research, either via a third-party partner or internal staff, on the activities of Viágo Ambassadors. As such, Ambassadors must allow Viágo to access and monitor content included in any online presence used for Viágo business. Viágo reserves the right to require immediate removal or revision of content that Viágo determines is in violation of the Ambassador Agreement or becomes inaccurate or problematic for any reason, including without limitation due to changes in Viágo's business, applicable law, or industry standards.

### **5.6 – Internet and Mobile Applications (“APPS”)**

Viágo Ambassadors are prohibited from developing and marketing any type of “APPS” for internet-enabled tablets, mobile phones or electronic devices, utilizing Viágo's Brand, Products and/or Opportunity. This includes, but is not limited to, developing applications for iOS (iPhones and iPads), Android, Blackberry, Twitter and Facebook.

### **5.7 – Sales Methods**

The promotion and sale of Viágo Products to Members is the key to operating a successful independent business as an Ambassador. Viágo is a direct sales company, which means that Ambassador sales must result from solicitation by the Ambassador of individuals with whom the Ambassador has a relationship. For this reason, Viágo Products may only be sold in person by the Ambassador or through submission of an order by the Member directly to Viágo. Ambassadors may not acquire Members through telemarketing, direct mail, mass mail, email, or fax communications, or other similar techniques, and may not use any third party to promote or sell Viágo Products. Online sales may be made only through an Ambassador's replicated site or by directing Members to a Viágo ECommerce Website. No other Internet sales are permitted, including the use of third-party websites, auction sites (such as eBay), or other means of online retailing (such as Amazon, walmart.com, Tmall, JD, Lazada, shopee, Craigslist, Drugstore.com). Other than where expressly allowed by Viágo and this section, Ambassadors are prohibited from promoting or selling Viágo Products through Facebook Marketplace, Facebook Groups, OfferUp, storefronts, kiosks, and/or any other retail outlets. Ambassadors may not knowingly enlist or allow a third party to sell Viágo products on any online retail store or ecommerce site, as restricted above.

You may only promote, offer, and sell Viágo Products in accordance with the terms, conditions, and prices established by Viágo (excluding the prices of Viágo Products sold by an Ambassador directly to Members where permitted). Viágo has the right to accept or reject orders for Viágo Products and to establish and change terms, conditions, and prices applicable to them. Viágo may discontinue any product or service without notice and without liability or obligation to Ambassadors or Members.

#### **5.7.1 – Trade Shows and Expositions**

Viágo Ambassadors are encouraged to display and/or sell Viágo products at trade shows and expositions. Before submitting a deposit for an event, it is the sole responsibility of the Ambassador to contact the event sponsor to determine whether another Ambassador has reserved a booth at such event. Accordingly, Ambassadors must be aware that more than one (1) Ambassador may attend an event. All marketing materials displayed at the event must be company-approved literature or authorized by Viágo, in advance, in writing, and must clearly identify the individual(s) as Independent Viágo® Direct Ambassadors.

Ambassadors are not allowed to display or sell Viágo products in places where the sale is prohibited by State, federal or local laws. Viágo Ambassadors are not permitted to display or sell Viágo products at swap meets, garage sales, or flea markets, as these events are not conducive to Viágo's professional and high-quality image.

#### **5.7.4 – Emails and Other Electronic Messages**



There are strict laws that govern the sending of commercial electronic messages, including emails, SMS text messages, facsimiles, and direct messages sent through social media. Ambassadors may not use or transmit unsolicited commercial electronic messages ("spam") except in compliance with the Federal CAN-SPAM Act and these Policies and Procedures and may not in any event send unsolicited "spam."

Federal and state laws severely restrict, and in some cases prohibit, certain types of telemarketing, that is, the initiation of telephone calls or messages to encourage the purchase of, or investment in, property, goods or services. Depending upon the circumstances, the law prohibits or restricts live calls, prerecorded or artificial voice messages, and the use of automatic telephone dialing machines ("autodialers") and fax machines. Effective August 25, 2003, the Federal Communications Commission ("FCC") adopted additional rules and regulations further restricting telemarketing pursuant to the federal Telephone Customer Protection Act ("TCPA"). State laws may be more restrictive than federal law. No Viágo Ambassadors are authorized to engage in telemarketing activities on Viágo's behalf. In addition, Viágo cannot give you legal advice. If you, as an Ambassador decide to engage, on your own behalf, in the very limited types of telemarketing activities permitted by law, it is your responsibility to consult with an attorney who is knowledgeable about this area of law and familiarize yourself with applicable federal law and the laws of any state in which you conduct business. The following policies must be adhered to:

1. Auto dialers. Ambassadors may not use auto dialers to offer Viágo products, or the Viágo Opportunity.
2. Prerecorded or artificial voice messages. Ambassadors may not use prerecorded or artificial voice messages to offer Viágo products, or the Viágo Opportunity, unless: (a) you have an established business relationship with the recipient, or (b) you have obtained the prior express consent of the recipient to the use of such prerecorded or artificial voice messages.
3. Unsolicited Faxes & Unsolicited E-mail and Text Messages. Ambassadors may not send a fax message, an e-mail or text message to anyone with whom you do not have an established business relationship, or who has not given you prior express permission to send them a fax, email, text or IM message.
4. Do Not Call Lists. Ambassadors may not contact, either by telephone or by fax, any person or entity whose telephone number is on any government sponsored "Do Not Call" list, unless one of the FCC's exemptions is applicable to the specific person or entity. Additionally, Ambassadors must also maintain a "Do Not Call" list that records the number(s) of any person or entity that requests they not be contacted by you. Furthermore, Ambassadors must maintain a written policy governing the "Do Not Call" list, and all personnel engaged in telephone solicitation on the Ambassador's behalf must be trained in the existence and use of the list. It is the Ambassador's responsibility to consult with your attorney to determine the requirements of federal and any state laws relating to "Do Not Call" lists, and to comply with those requirements.
5. Further restrictions. Federal law requires that any person or entity making a telephone solicitation must, at the beginning of the message, provide the called party with the name of the individual caller and the name of the person or entity on whose behalf the call is being made. The person or entity on whose behalf the call is made must also provide a telephone number or address at which such person or entity may be contacted. In addition, no calls may be made before 8:00 a.m. or after 9:00 p.m. (local time at the called party's location).
6. Electronic Communications. The CAN-SPAM Act of 2003, a federal law that governs the use of email messages to advertise or promote a commercial product or service, including content on an Internet website operated for commercial purposes, applies to all Ambassadors who promote the sale of Viágo products or the Viágo Opportunity by sending email, regardless of whether the Ambassador has a pre-existing business or personal relationship with the recipient. Failure to obey the requirements of the CAN-SPAM Act could result in criminal and civil enforcement actions, imprisonment and severe financial penalties. Ambassadors may not send unsolicited commercial email or unsolicited bulk email (spam). Ambassadors are prohibited from sending messages unless the Ambassador has a prior existing business or personal relationship with the recipient; or the recipient has provided prior affirmative

consent to receive the message. "Prior existing business relationship" means a relationship formed by a voluntary,

two-way communication between the Ambassador and the recipient based on the recipient's prior purchase, transaction, or inquiry. "Personal relationship" means a relationship based on the recipient's status as a family member, friend or acquaintance with respect to the Ambassador.

"Affirmative consent" means that the recipient has expressly consented to receive the message, either in response to the Ambassador's clear and conspicuous request for such consent or at the recipient's own initiative. Consent must specifically address receipt of messages regarding Viágo products or the Viágo Opportunity. It is the Ambassador's responsibility to ensure his or her compliance with all laws and regulations. The policies set forth above must be adhered to in all cases. As an Ambassador, it is your responsibility to abide by all applicable laws, as well as these Policies and Procedures, and to make sure that those who you supervised do so as well.

The policies set forth above must be adhered to in all cases without exception. As an Ambassador, it is your responsibility to abide by all applicable laws, as well as Viágo Policies and Procedures, and to make sure those that you supervise do so, as well.

#### **5.7.5 – Telephone Directory Listings**

Ambassadors may list themselves as an Independent Viágo® Direct Ambassador in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Ambassador may place

telephone or online directory display ads using Viágo's name or logo. Ambassadors may not answer the telephone by saying "Viágo," "Viágo Incorporated," or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Viágo.

#### **5.7.6 – Venues**

a. Commercial Outlets – Viágo is a relationship marketing company and as such does not allow the Viágo Products to be sold or displayed in, or otherwise distributed through, any permanent retail establishment open or available to the general public or otherwise available to "walk-in" customers. This includes department stores, health food stores, beauty supply outlets, schools, supermarkets, pharmacies, mall booths, kiosks, discount establishments, swap meets, drugstores, flea markets, specialty gift shops, or any other business or commercial establishment that is open or available to the general public. No Ambassador shall:

- sell, display, distribute any Viágo in or through any such establishment,
- sell any Viágo Products to any Member that the Consultant knows or has reason to believe may resell such Viágo Products in or through any such establishment, or
- solicit or encourage any third party to do any of the foregoing.

b. Personal Service Facilities – Subject to the requirements set forth in this Section, Viágo may be sold or displayed in personal service facilities if owned and operated by an Ambassador or with the permission of the owner of the facility. Personal service facilities may include but are not limited to the following:

- offices and other areas located in private clubs that are not accessible to or in view of the general public,
- the private offices of professionals who operate by appointment only (e.g., doctors, dentists, chiropractors, etc.), and
- beauty salons or spas that operate by appointment only.

Viágo allows the sales of Viágo Products in such personal service facilities, consistent with local laws and regulations, so long as there are no signs, flyers, advertisements or products visible from outside of the personal service facility. Any owner of any such personal service facility where the Viágo Products are sold or displayed must be an Ambassador in good standing and provide confirmation that his or her business complies with the foregoing requirements. In addition, each Ambassador with a

personal service facility is responsible for the action of his or her non-Ambassador employees and independent contractors. As stated in Section 3.8 (regarding Business Entities), if any such non-Ambassador employee or independent contractor engages in any activity which, if performed by the Ambassador, would violate the Ambassador Agreement, including failure to adhere to these Policies and Procedures, such activity will be deemed a breach by the Ambassador and Viágo may terminate the Ambassador Agreement and/or seek other appropriate remedies against said Ambassador. In some instances, when appropriate, Viágo may elect to provide notice to the Ambassador allowing him or her to cure the breach prior to taking further action.

## **SECTION 6 – SPONSORING AND TRAINING**

### **6.1 – Building a Sales Team**

Building a sales team is a common feature of network marketing companies and Viágo encourages Viágo Ambassadors to promote the Viágo Opportunity and build a Downline. In that regard, Viágo permits Ambassadors to sponsor other individuals in any jurisdiction where Viágo is authorized to do business. Sponsoring Ambassadors is not required for success with Viágo and Ambassadors earn Commissions and Rewards based only on the sale of Viágo Products, not from sponsoring other Ambassadors. Being a Sponsor requires hard work and imposes additional obligations on the Sponsor and the Upline.

### **6.2 – Training, Supervision and Responsibility of Sponsors**

As a Sponsor or Upline Ambassador, one of the responsibilities is to train Ambassadors in your Downline with respect to Viágo Products, the Viágo Opportunity and the requirements of these Policies and Procedures. Communication is a key component of building a successful team of Member-Getters and must be done ethically and compliantly in order to comply with various legal requirements. If you choose to build a sales team and become a Sponsor, some of these requirements include:

- Monitoring the activities of your Downline to ensure that all Ambassadors operate their Ambassador positions professionally and ethically and in compliance with all Viágo policies and applicable laws, rules, and regulations,
- Providing consistent training, supervision and support, while sharing best practices with your Downline,
- Educating Downline Ambassadors about, and answer questions regarding, the Policies and Procedures and direct them to the Compliance Department at [compliance@Viagodirect.com](mailto:compliance@Viagodirect.com) for additional assistance,
- Notifying Viágo of any suspected compliance issues in your Downline and cooperating with Viágo in any investigations of your Downline, and
- Ensuring that the prospective Ambassador completes and submits the Ambassador Agreement on his/her own volition. In extenuating circumstances only, an Ambassador may submit the new Ambassador Agreement, as long as the prospective Ambassador completes and signs a hard copy of the Ambassador Application in advance, and is provided access to the Ambassador Agreement, the Policies and Procedures, the Earnings Statement/Income Disclosure Statement, and the Terms and Conditions before enrolling. The hard copy Agreement is to be sent to the Customer Care Department via USPS at Viágo Headquarters, 15160 N Hayden Rd, Unit 200, Scottsdale, AZ 85260.

## **SECTION 7 – COMPLIANCE INVESTIGATIONS AND DISCIPLINARY ACTION**

As a Viágo Ambassador you are expected to adhere to the highest ethical and legal standards. Ambassadors, and anyone working on behalf of an Ambassador, are required to adhere to the Ambassador Agreement, which includes these Policies and Procedures and the Compensation Plan, and to comply with applicable laws and regulations.

### **7.1 – Compliance Violations and Investigations**

The Compliance Department at Viágo strongly believes in partnering with Ambassadors to promote their success, while ensuring that Viágo and Ambassadors operate ethically and in compliance with

applicable

laws, regulations, and ethical guidelines. The Compliance Department is committed to investigating potential violations of the Ambassador Agreement in a thorough, efficient and fair manner. Viágo may initiate an investigation on its own initiative or based on information received from a Member, Ambassador, consumer protection organization, governmental agency, or any other entity or person.

Viágo commits to treating all Ambassadors who are involved in an investigation fairly and respectfully. At the same time, Ambassadors are required to cooperate fully with investigations and to respond to all inquiries from the Compliance Department, promptly, truthfully, and completely. Failure to respond or cooperate with an investigation or by providing false or incomplete information may lead to disciplinary action.

#### **7.1.1 – Reporting Violations and Unethical Conduct**

Ambassadors who become aware that another Ambassador has violated the Ambassador Agreement or believe that an employee or representative of Viágo has engaged in conduct that violates the professional standards, should promptly notify the Viágo Compliance Department. Details of the incident and any supporting documentation should be included in the report. The responsibility to report misconduct applies to everyone, regardless of rank or title. Once the details and documentation have been gathered, please submit to [compliance@Viagodirect.com](mailto:compliance@Viagodirect.com).

#### **7.1.2 – Harassment**

Viágo is committed to providing Ambassadors with a work environment free from harassment, intimidation, and abuse from other Ambassadors, employees, vendors, and any other individuals in the workplace. At Viágo, harassment of any kind will not be tolerated and is strictly prohibited, such as: derogatory or threatening comments, inappropriate sexual behavior including but not limited to unwelcome sexual advances or requests for sexual favors, displaying visual image of a sexual nature, physical or verbal harassment, or violent behavior. Ambassadors are encouraged to report any type of harassment incidents immediately. The Company will not tolerate acts or threats of violence and will investigate all reports. You have a responsibility to act when you are aware of a threat or risk to any of our employees.

#### **7.1.2 – Investigation Process**

Reported or suspected violations will be investigated following the internal procedures established by Viágo. Ambassadors suspected of a compliance violation and any other parties who may have knowledge of the violation will be contacted by Viágo in order to attempt to determine the facts. Ambassadors are required to respond fully, accurately, and within the time frame stated in communications from Viágo. An Ambassador's failure to respond to a compliance inquiry is deemed an admission of the facts known to Viágo and shall be subject to the Ambassador to disciplinary actions, up to and including termination of the Ambassador Agreement.

Upon review of all the available facts and substantiation regarding the alleged violation, Viágo will determine whether the Ambassador will be subject to disciplinary action. Viágo will communicate its decision to the Ambassador via email or telephone, advising of the results of the investigation and the intended corrective action, if any.

#### **7.1.3 – Appealing a Compliance Decision**

An Ambassador may request a review of a Compliance decision by submitting an appeal no later than 15 days following the date on which the Ambassador was advised of the results of the investigation. However, for an appeal to be considered, the Ambassador must provide relevant information that was not provided to Viágo during the initial investigation. No exceptions. Appeals will not be considered if the Ambassador failed to respond during the compliance investigation. In matters where the foregoing is respected, Viágo will promptly review the appeal and respond in writing to the Ambassador with its decision.

#### **7.2 – Grievances and Complaints**

When an Ambassador has a grievance or complaint with another Ambassador regarding any practice or conduct in relationship to his or her Ambassador Agreement, the complaining Ambassador should first report the issue to

his or her Sponsor. If the matter cannot be resolved, it may be reported in writing to the Compliance Department. The Compliance Department will review the facts and may attempt to assist the Ambassador to resolve the issue. If the issue is such that the Ambassador feels threatened with serious bodily harm or believes he or she is the victim of financial fraud or other criminal activity, then the Ambassador should contact law enforcement authorities and file a police report. If the fraud or criminal activity is allegedly being conducted by another Viágo Ambassador, please notify the Compliance Department with a copy of the filing of the police report.

### **7.3 – Disciplinary Action**

A finding by Viágo that an Ambassador has committed a compliance violation may result in disciplinary action. The disciplinary action in each case will depend on the nature and severity of the violation, the facts surrounding the violation, the degree of cooperation shown by the Ambassador, whether the violation was intentional or inadvertent, the Ambassador's compliance history, and the experience level of the Ambassador.

Potential disciplinary actions include verbal and written warnings, temporary suspension of compensation or the Ambassador Business Account, fines or other financial penalties, revocation of earned ranks in the Compensation Plan, repayment of previously paid compensation that was not legitimately earned, removal of the Ambassador's Downline, and termination of the Ambassador Agreement.

Ambassadors may be requested to acknowledge the disciplinary action in writing. Ambassadors who commit repeated compliance violations may be required to pay cost or expenses incurred by Viágo as a result of the Ambassador's actions, including any settlement payments or credits to Members, other Ambassadors, or third parties, fines or penalties imposed by government agencies, attorneys' fees, and investigation expense. Viágo may deduct these amounts from future compensation due to the Ambassador or pursue payment by other means. The appropriate disciplinary action in a given case is within the sole discretion of Viágo.

#### **7.3.1 – Suspension**

Viágo may suspend payment of Compensation or suspend an Ambassador's Account as a result of a compliance violation. Viágo may also impose a temporary suspension while a compliance investigation is pending.

An Ambassador subject to a suspension of Compensation may continue to operate their Viágo Business and earn qualification and Compensation but will not be paid Compensation unless and until the suspension is lifted. An Ambassador Business Account that has been suspended may not conduct any activities as an Ambassador, must cease promoting Viágo products and may not hold themselves out as a Viágo Ambassador until the suspension is lifted.

#### **7.3.2 - Termination**

Termination of an Ambassador's Agreement and the permanent deactivation of the Ambassador Business Account is the most severe disciplinary action to which an Ambassador may be subject. All rights and benefits of the Ambassador, including any claim to unpaid Compensation, and all obligations of Viágo under the Ambassador Agreement shall cease on the date of termination. If the Ambassador was previously suspended, termination is retroactive to the date of such suspension. Ambassadors that are terminated for disciplinary reasons shall not be entitled to a refund of Enrollment Fees or Renewal Fees.

### **7.4 – Upline Responsibility**

As mentioned in Section 6 of these Policies and Procedures, if an Ambassador chooses to Sponsor other Ambassadors and establish a sales team, the Ambassador is responsible for ensuring that they understand and comply with the Ambassador Agreement. Failure to adequately train and advise your Downline or to monitor their compliance may be considered a violation.

If an Ambassador is found responsible for a compliance violation, any benefits earned by the Ambassador's Upline, as a result of the violation, may be revoked. This includes revocation of any earned level in the Compensation Plan and withholding reversal and repayment of any Compensation

due or paid to



any Upline Ambassador. Upline Ambassador's may also be required to reimburse the costs incurred by Viágo if Viágo is unable to recover such amounts from the Ambassador who committed the compliance violation.

#### **7.5 – Cooperation with Law Enforcement**

Viágo cooperates fully with law enforcement agencies, courts, and other governmental authorities investigating alleged violation of law by Ambassadors. Ambassadors may not be notified of requests by law enforcement or other authorities. If an Ambassador commits a compliance violation that Viágo believes may also violate the law, Viágo reserves the right to report the incident to the relevant authorities.

#### **7.6 – Dispute Resolution**

If a dispute arises between or among Viágo, its Ambassadors, officers, employees, distributors, or vendors arising from or relating in any way to the Ambassador Agreement or these Policies & Procedures, their relationship with Viágo (contractual or otherwise), or the purchase or sale of any products or service sold by Viágo, the parties agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.

IN THE EVENT SUCH EFFORTS ARE UNSUCCESSFUL FOR ANY REASON THE PARTIES SPECIFICALLY AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF THE DISPUTE IN A TIMELY, EFFICIENT AND COST-EFFECTIVE MANNER, THEY WILL WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SETTLE THEIR DISPUTE SOLELY BY SUBMITTING THE CONTROVERSY TO BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“A.A.A.”)

THEN IN EFFECT, EXCEPT THAT (i) ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE. The arbitration shall occur in Maricopa County, Arizona, U.S.A.

The Parties shall attempt to select a mutually agreeable arbitrator from A.A.A.'s Panel of Arbitrators. If an arbitrator is not selected by agreement within ten (10) days of the first written notice of intent to mediate/arbitrate, a mediator/arbitrator shall be selected in accordance with the Commercial Rules of A.A.A.

The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction to enter the judgment. Either Party may elect to participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of this Dispute Resolution Policy shall be governed by Arizona law, without regards to Arizona's conflict of laws principles.

The Parties agree that any arbitration proceeding will be conducted on an individual, not a class-wide basis, and that any proceeding between the Parties may not be consolidated with another proceeding between one of the Parties and any other entity or person. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO CLASS-WIDE TREATMENT OF ANY CLAIM COVERED BY THIS DISPUTE RESOLUTION POLICY.

The Parties further expressly agree that (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, in Maricopa County, Arizona, (iii) the Party in whose favor the arbitration award is rendered shall be entitled to recover all costs and expenses of the arbitration including, but not limited to, attorneys' fees, expert or other professional fees, and the cost and expense of administration of the arbitration proceedings, and any costs and attorney's fees incurred in executing on or enforcing the arbitration award, and (iv) the arbitral award shall be issued in Maricopa County, Arizona, U.S.A.

The Parties A.A.A., and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose to any other person not directly involved in the arbitration process: (i)

the substance of, or basis for, the controversy, dispute, or claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration; or (iii) the terms or amount of any arbitration award. AAA and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary.

**Nothing in the arbitration provision prohibits either party from obtaining a temporary injunction, preliminary injunction, or other equitable relief available to safeguard and protect the party's interests prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with an arbitration or other proceeding. The arbitrator(s) will have the authority to continue injunctive relief and to enter a permanent order granting such relief. If you do not wish to be bound by the arbitration provisions herein, you must notify Viágo in writing 30 days from the date of acceptance of the Ambassador Agreement and these Policies and Procedures, or revision of this Dispute Resolution Agreement, by email at [compliance@Viagodirect.com](mailto:compliance@Viagodirect.com) or by mail to Viágo Direct, LLC, 8125 86<sup>th</sup> Place, Scottsdale, AZ 85258. By opting out, your Ambassador Business Account will be changed from an Ambassador to a Member, which will still allow you to purchase Viágo's products. If a current or former Influencer breaches any of his/her/its obligations contained in the Application terms or Policies, the applicable post-cancellation restrictions will be extended by and tolled for the length of time that the current or former Ambassador is in breach.**

#### **7.7 – Class Action Waiver**

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

#### **7.8– Damages**

In any case which arises from or relates to the wrongful termination of the Ambassador Agreement and/or

an Ambassador's Viágo business, the Company and you agree that damage will be extremely difficult to ascertain. Therefore, both parties stipulate that if the involuntary termination of the Ambassador Agreement and/or loss of the Ambassador's Viágo business is proven and held to be wrongful under any theory of

law, the Ambassador's sole remedy shall be liquidated damages calculated as follows:

- I. For an Ambassador at the "Paid As" rank of Ambassador to Blue Diamond, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Viágo Compensation Plan in the six (6) months immediately preceding the termination.
- II. For an Ambassador at the "Paid As" rank of Red Diamond or above (with the exception of paragraph II below), liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Viágo Compensation Plan in the twelve (12) months immediately preceding the termination.
- II. For an Ambassador at the "Paid As" rank of Crown Royale, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Viágo Compensation Plan in the twenty-four (24) months immediately preceding the termination.

In any action arising from or relating to the Agreement, the Viágo business, or the relationship between the Company and Ambassador, both parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The company and Ambassador further waive all claims to exemplary and punitive damages.

## **SECTION 8 – COMMISSION AND COMPENSATION**

## **8.1 - General Description**

It takes dedication and hard work to succeed with any business endeavor. The success of a Viágo Ambassador is largely dependent upon his/her skills, work effort, commitment, leadership skills, market conditions and the competitive environment. Success and earnings as an Ambassador are not guaranteed and, unfortunately, some Ambassadors do not succeed.

Qualifications and earnings under the Compensation Plan are based solely on the sale of Viágo products and services to Members, and the usage of and payment of those products by Members. Ambassadors do not earn qualifications or Compensation for the recruitment of new Independent Viágo Direct Ambassadors.

Ambassadors earn qualifications and other Compensation for sales made in the Ambassador's Home Country based on the Compensation Plan for the Ambassador's Home Country. If an Ambassador operated its Ambassador Business Account outside of its Home Country, the Ambassador's commission and bonuses for sales made in other countries will be calculated based on the Compensation Plan of the country where the sales are made, and then converted into the currency of the Ambassador's Home Country for payment. The current Compensation Plans for all countries in which Viágo operates are available in the Ambassador Back Office for that country. Contact Customer Care if you have specific questions about the impact of international operations on your Compensation.

## **8.2 – Eligibility for Compensation**

Maintenance of the Ambassador Business Account as an active Ambassador until the time of payment of Compensation is a condition for earning and receiving Compensation, and the Ambassador will not be eligible to receive any Compensation payments following termination of the Ambassador Agreement. To receive Compensation, (i) the Ambassador Agreement must be in full effect on the date the Compensation is paid; (ii) the Ambassador Business Account must have a status of "active" and not be subject to a Compensation hold; and (iii) the Ambassador must be in compliance with the Agreement. If the Ambassador has not provided a payment option, tax identification numbers, or other information required by Viágo, a revenue hold will be placed on the account and no commissions will be paid until the required information is received. If after 30 days the correct information has not been provided, the account will be suspended and after 90 days it will be terminated. At that time, all commissions will be forfeited.

## **8.3 – Compensation Calculations and Adjustments**

Commissions are calculated based on the commissionable revenue on Viágo Products used by an Ambassador's Members and the Members in the Ambassador's sales organization, according to the Compensation Plan for the country in which the Viágo Products are provided. Commissionable revenue is billed revenue less taxes, non-revenue surcharges and an allowance for bad debt.

Only completed Member orders for Viágo Products purchased from Viágo will be considered for purposes of qualifications or Compensation. Member orders for which payment has not been received or for which a chargeback, refund, or return request has been made will not be included in qualification or Compensation. Viágo may reverse qualifications or Compensation based on a Member order that is later rejected, deemed invalid, cancelled, or returned. Viágo is not required to use the compliance process set forth in Section 7 to adjust qualifications and Compensation.

A Payment Processing Fee will be deducted from each commission payment to cover processing costs relating to the issuance of the payment and the statement. A payment will not be issued until the total amount (less the Payment Processing Fee) is greater than \$20. The Ambassador will be responsible for a \$15 Re-Issue Fee anytime payment is returned to Viágo and/or requested to be re-issued. If a stop payment must be placed and a new payment issued, the Ambassador will be responsible for a \$25 Stop Payment Fee. The Ambassador will also be responsible for a \$30 Administrative Fee (for each payment) if their payment(s) remain un-cashed for more than 120-days.

Viágo may reduce Compensation to an Ambassador based on sales that are deemed uncollectible based on the overall bad debt ratio for Viágo in a country or on a specific Member account. If an Ambassador

purchases Viágo Products from Viágo and fails to pay for them as required, or the Ambassador owes Viágo any other amount, Viágo may collect such amount directly or offset by deducting it from any Compensation, refunds, or other amounts due to the Ambassador from Viágo. For chargebacks filed by Customers for product purchases, Viágo Ambassadors agree that he or she shall reimburse Viágo the \$15 fee associated with the filed chargeback. The amount of said chargeback fee will be offset against future commissions to the Ambassador in the Company's sole discretion.

#### **8.4 – Payment of Compensation**

Commissions are paid weekly to all levels of the Viágo Compensation Plan so long as an Ambassador complies with the terms of the Ambassador Agreement. Commissions will be paid the Friday following the finalization of Commission Review and Approval on the Wednesday the week prior to payment to ensure accuracy of Member orders, refunds, and chargebacks to all Ambassadors meeting the \$20 minimum requirement noted above. If an Ambassador's bonuses and/or commissions do not exceed \$20 (as per Section 8.3), Viágo will accrue the commissions and bonuses until it meets the minimum requirement. Payment will be issued once the minimum has been accrued.

#### **8.5 – Compensation Errors or Questions**

Unfortunately, errors sometimes happen in reporting or calculations. If an Ambassador has questions or believes that Viágo has made an error in the calculation of Compensation or qualifications, or in properly attributing sales, Members, or Ambassadors to the correct sales organization, Ambassadors must report it to Viágo within thirty (30) days of the date the error first occurred. Failure to do so will be deemed waived by the Ambassador of its right to contest the qualification or Compensation or attribution.

### **SECTION 9 – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

#### **9.1 – Confidentiality**

As an Ambassador, you may receive Confidential Information, and you agree to treat such Confidential Information as strictly confidential and wholly owned by Viágo. During the term of your Ambassador Agreement, and for a period of no less than five (5) years thereafter and longer as permitted by applicable law (including perpetuity for Confidential Information that is also personal data or Confidential Information protected pursuant to Viágo's Privacy Policy or that constitutes a protected trade secret), you must keep confidential and may not, directly or indirectly use, sell, lend, lease, distribute, license, give, transfer, disclose, disseminate, reproduce, or otherwise communicate any Confidential Information to any third party unless authorized by Viágo in writing. All reports that are provided by Viágo, including but not limited to reports obtained through the Ambassador Back Office, including genealogy reports (downline information), are the proprietary and Confidential Information of Viágo, whether or not an Ambassador pays a fee to access such reports. Ambassadors must take reasonable steps to safeguard and maintain the confidentiality of all Confidential Information, including without limitation by not making extra copies, storing them in a secure location, and not sharing login credentials. Ambassadors specifically warrant and represent to Viágo that you have become an Ambassador for the sole purpose of building a Viágo business and have no ulterior motives for becoming an Ambassador, including but not limited to gaining access to the Confidential Information for business purposes not associated with running a Viágo Business.

#### **Trade Secrets and Confidential Information**

In addition to those materials described above, "Trade Secrets" or "Confidential Information" shall mean information, including a formula, pattern, compilation, program, device, method, technique or process that:

1. Derives independent economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and
2. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

#### **A. Obligations regarding Trade Secrets and Confidential Information**

1. Whenever Viágo makes available to the Ambassador Confidential Information, it shall be for the sole purpose of conducting Viágo business.
2. Ambassadors shall not use, disclose, duplicate or otherwise make any Confidential Information available to anyone other than Viágo Ambassadors, without the prior written consent of Viágo.
3. Ambassadors shall not directly or indirectly use, capitalize upon or exploit any Confidential Information for the Ambassador's benefit, or for the benefit of anyone else, other than for the purpose of conducting business for Viágo.
4. Ambassadors shall maintain the confidentiality and security of the Confidential Information in your possession and protect against disclosure, misuse, misappropriation or any other action inconsistent with Viágo rights.
5. Upon termination Ambassador shall return all confidential information to the ownership of Viágo and cease all usage of said information.

### **9.1.2 – Further Restrictive Warranties**

In consideration to Viágo for the receipt of Confidential Information, Ambassadors further agree that for the term of the Ambassador Agreement, Ambassadors shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of Viágo's contractual relationships with any Viágo Ambassador or Member. Without limiting the generality of the foregoing, for the term of the Ambassador Agreement and for a period of five (5) years after termination of the Ambassador Agreement, the former Ambassador agrees not to directly or indirectly, contact, solicit, persuade, enroll, sponsor or accept any Viágo Ambassador or anyone who has been a Viágo Ambassador for the last six months, into, or to encourage any such person in any way to promote opportunities in marketing programs of any direct sales company. This includes, but is not limited to, soliciting Viágo Ambassadors to sell or purchase products or services other than the Company products or services, regardless of what type of product is sold by the other direct sales company or network marketing company. The former Ambassador is prohibited from recruiting or soliciting any Ambassadors identified in the Confidential Information to participate in other multi-level or networking marketing opportunities.

Any breach of this policy constitutes an Ambassadors voluntary resignation and cancellation of the Ambassador Agreement, effective as of the date of the violation, and forfeiture by the Ambassador of all commissions or bonuses payable for and after the calendar month in which the violation occurred. If Viágo pays any bonuses or commissions to the Ambassador after the date of the violation, all bonuses and commissions for and after the calendar month in which the violation occurred shall be refunded to Viágo as well as any other penalties as described at section 4.6.

### **9.2. – Privacy**

In connection with the promotion and sale of Viágo Products and the Viágo Opportunity, Viágo and Ambassadors may have access to personal data and confidential information about Members and other Ambassadors. Personal data includes information like names, addresses, gender, or e-mail addresses, which relate to identified or identifiable persons. Confidential information is a broader category and can include bank accounts, credit cards, and other sensitive information. The failure to handle personal and confidential information appropriately can lead to liability for Viágo and Ambassadors.

Viágo collects, maintains, and processes personal data and confidential information from Ambassadors and Members in accordance with the Privacy Policy. The Privacy Policy is available on all Viágo Websites and in the Back Office. In connection with an Ambassador's activities, the potential to have access to personal and confidential information of Members and other Ambassadors is high. In handling such information, the Ambassador shall abide by all applicable data protection and privacy laws. The Ambassador shall maintain the confidentiality of Member and Ambassador information and shall ensure that it is secured against access or taking by unauthorized persons, that it is processed in accordance with applicable laws, and that it is protected from alteration, loss, damage or destruction. These obligations survive the non-renewal, cancellation, or termination of the Ambassador Agreement.

### **9.3 – Collection of Information**

Members want to know why an Ambassador is collecting their Personal Information and what you plan to do with it, so an Ambassador should advise why and with whom the information will be shared. Advise of this requirement prior to the collection of Personal Information and be sure you uphold your promise to keep the information confidential.

Data Collection is to be handled with integrity and its collection should cover only what you need to facilitate a sale. Ambassadors should review the forms used and ensure the fields required are the only areas completed. For example, an Ambassador should not collect credit card information unless the Member is making a purchase. A Member's information is a valuable asset. Protect it from unauthorized access or disclosure.

#### **9.4 – Member Control**

Ambassadors should provide Members with the right of contact. For instance, Ambassadors should ask the Member how he/she would like to be contacted in the future regarding Viágo Products, promotions and other marketing messages. If a Member does not wish to be contacted via email, phone or another method of communication, respect that Member's wishes and try to find another way to communicate with him or her.

### **SECTION 10 – PRODUCT GUARANTEES, RETURNS AND BUY-BACK**

#### **10.1 – Return of Inventory and Sales Aids by Ambassadors Upon Cancellation**

Any Viágo Ambassador who resigns and wishes to return product to the Company should notify Viágo of his or her intention by contacting Customer Care. Viágo will repurchase the products that are in restockable and resalable condition (as defined below). Ambassadors can return marketable products purchased within one (1) year of cancellation for a 90% refund of the net cost of the original purchase price(s), less shipping and handling fees, provided that the Ambassador has complied with all the terms and conditions contained in these Policies & Procedures. Products are not marketable if they are unusable (shelf life has expired or product has been opened or damaged), or they were sold as seasonal, discontinued, or special promotion products. Ambassadors have thirty (30) days from the date of resignation to return product. The letter of resignation must list all the items to be returned and the quantities of each. Products will not be considered resalable if they are unusable (see definition of "resalable" below).

Once an Ambassador contacts Customer Care regarding a buy-back, the Ambassador will be provided with a Return Authorization Number (RMA), as well as the address to which the merchandise should be shipped. The RMA must be written on each item returned. Any merchandise being returned by an Ambassador must be sent prepaid. Ambassadors are encouraged to use a traceable means of transport, as Viágo is not responsible for items lost in transit. Once the merchandise has been processed, the account will be credited, or a refund processed in the manner of the original payment. For example, if the purchases were made through a credit card, the refund will be credited back to the same account. If the credit card is no longer active, a check will be issued. If a check is required, the time frame for receipt will be longer.

If an Ambassador was paid commissions, bonuses or awards as a result of these purchases, and such product(s) is subsequently returned for a refund, the commissions, bonuses or awards that was paid based on that product purchase will be deducted from the amount of the refund. The Company will place a debit on the Upline Ambassador Business Accounts for any commissions, bonuses or awards received or paid on produce returned from an Ambassador.

#### **10.1.2 – Resalable Items**

Viágo Products are considered "resalable" only if they meet all of the following requirements:

- the items are unopened and unused;
- the packing and labeling are current and have not been altered or damaged;
- the items have a current shelf life;

- the items and their packaging are in such condition that it is commercially reasonable within the trade to sell the items at full price;
- the items, at the time of purchase, are not identified as non-returnable, discontinued, expired or season items; and
- all components of the kit are included in the return.

### **10.1.3 – Montana Ambassadors**

A Montana resident may cancel his or her Ambassador Agreement within 15 days from the date of enrollment and may return his or her Business Kit for a full refund within such period.

### **10.1.4 – Replacement Orders / Tracking Shipments**

In the rare case that a Viágo Ambassador or Member does not receive his or her order, the Ambassador must report the missing shipment to Customer Care within fifteen (15) days from the date of the original order. Viágo will attempt to track the shipment. To track the shipment, Customer Care will require the order number and the item(s) missing from an order. Ambassadors and Members may also track their own shipments online, depending on the shipping method chosen.

Please note that every package is considered a separate shipment by the transport company, and consequently, all the packages in a particular order may not arrive on the same day. Ambassadors and Members have a maximum of fifteen (15) days from the date of an order to report that items have not been received. After this period, the order will be considered as delivered in full.

### **10.1.5 – Refunds and/or Exchanges**

We are so sure Viágo Ambassadors will be satisfied with his/her purchase, that we offer a money back guarantee. Outside of the 3-day FTC Cooling Off Period (Section 3.3), Ambassadors may return any unopened or unused product within the first thirty (30) days from the date of delivery for a 100% refund (less shipping and handling and 10% restocking fee) and sales tax on the credit card used to make the purchase. If the products returned have been used (for example, for demos), a 50% refund within the first thirty (30) days from the date of delivery will be provided (less shipping and handling).

### **10.1.6 – Easy Reorder**

Viágo offers an optional monthly Easy Reorder Program for the convenience of Ambassadors and Members. The program's main benefit is that an Ambassador or Member can receive a customized order at a predetermined time each month. Easy Reorder may be canceled at any time. If an Ambassador has selected Easy Reorder, authorization has been granted to Viágo Direct LLC to charge the credit card information provided by the Ambassador at the frequency selected when he/she enrolled into the Program. A verification email is sent when the automatic payment is originally set up and then prior to shipments being sent. Ambassadors may change shipment frequency through the Back Office or by calling Customer Care at 1.877.680.9622. For changes or cancellation of an Easy Reorder, it must be received no later than five (5) business days prior to the billing date. Changes or cancellations received after this date may be processed for the following month. Viágo reserves the right to process changes and cancellations, as necessary. It is the Ambassador's responsibility to ensure requested changes have been made.

### **10.1.7 – Delays**

Viágo shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as acts of God, strikes, labor difficulties, riots, war, pandemics, terrorist attacks, fire, death, curtailment or interruption of a source of supply, government decrees or orders, or when performance becomes impracticable.

## **SECTION 11 – AMENDMENTS**

In order to sustain a viable company, Viágo specifically reserves the right to make any amendments or adjustments it deems necessary with respect to these Policies and Procedures, Compensation Plan, any supplements and/or guidance documents (“Supplemental Policies”), and any other materials



pertaining to your Viágo business, including any other agreements entered into between you and Viágo, and thereby amend the Ambassador Agreement at its discretion, which shall be exercised reasonably and in good faith. Ambassadors are responsible for regularly reviewing Viágo's notices to maintain awareness of any Supplemental Policies and amendments to the Ambassador Agreement.

Upon notification through any Viágo official channels of communication you will be bound by any amendments effective three (3) days after the posting of such notice (except where a longer notice period is required by law, in which case such notice period applies). Those channels of communication include, but are not limited to, posting of information to the Viágo website or Back Office, e-mail to your account or email address on file, announcements in any official Viágo newsletter or other publication, or mailed to you at the address on file.

You understand and agree that you will be bound by the most current versions of the documents that comprise the Ambassador Agreement, including any updates or revisions since the date of your enrollment, upon any of the following occurrences: (a) completing the enrollment process to become an Ambassador;  
(b) renewing your annual Membership; (c) each time you personally enroll a new Ambassador or Member;  
(d) each time you accept any bonuses or promotional compensation (in any form); and (e) each time you accept commissions or other payments under the Compensation Plan.

**Please note that this provision on amendments DOES NOT apply to the dispute resolution portion of these Policies in Section 7.6, as that can only be modified via mutual consent.**

#### **SECTION 12 – GOVERNING LAW**

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Arizona. You and the Company irrevocably and unconditionally agree that it will not commence any action, litigation, or proceeding of any kind whatsoever against one another way arising from or relating to this Agreement in any forum other than the US District Court of Arizona or, if such court does not have subject matter jurisdiction, the courts of the State of Arizona sitting in Maricopa County, Arizona and any appellate court from any thereof.

[END]