



INTRODUCTION

The Vemma Nutrition Company is a direct sales company based in the United States. It is a family-oriented business built upon the highest ethical standards. It combines some of the best direct sales features based upon its founders' years of experience in the industry.

A Vemma Brand Partner is an independent contractor, and like any other independent business person, his or her success or failure depends on his or her personal efforts. No direct sales company can legitimately guarantee its independent contractors any particular income, profit or success. The Company provides an opportunity for Brand Partners and Customers to enrich the quality of their lives by using the Vemma products. The Company also provides access to financial success for any Vemma Brand Partner willing to properly work the program.

Any company which represents that a Brand Partner will achieve financial success without working the program or by relying solely on the efforts of others should be disregarded. Furthermore, any company that ties compensation and financial success solely to recruiting efforts rather than actual sales for ultimate use by Customers is likely an illegal pyramid scheme and ultimately destined to collapse.

EQUAL OPPORTUNITY

The Vemma opportunity is open to people from all walks of life, regardless of sex, race, nationality, religious beliefs, political affiliations or age, as long as the Applicant is at the legal age in the country in which he or she participates and is otherwise legally capable of entering into a contractual agreement, with the exception of the "Becoming A Brand Partner" section as shown below.

POLICY PROVISIONS

In order to maintain the integrity of the Vemma program and to assist and ensure compliance with federal, state, provincial, local and applicable non-U.S. national, state, federal or local laws, policies or regulations, the following policies have been adopted and will be strictly enforced.

BRAND PARTNER POLICIES

BECOMING A BRAND PARTNER

There is no fee to become a Brand Partner of Vemma. Products are available for purchase at the time of sign-up in all available markets. A person can sign-up to become a Brand Partner of Vemma online at an existing Brand Partner's corporately-hosted Web site, by telephone, facsimile or by mailing a Registration Form to the address listed in the "Contact Details" section of these policies, or in person in Vemma Store North or Vemma Store South where available. Once Vemma processes the Registration Form, that individual automatically achieves "Brand Partner" status and all of the advantages that go along with it. Applications mailed and faxed will be placed at the bottom of the organization indicated on the paperwork. Brand Partners at "Brand Partner" level are eligible to earn bonuses as well as enroll other individuals into their network organization. The Application date will be the date that the Application is processed by Vemma. Once Vemma accepts the Application, Vemma will contact each Brand Partner with a courtesy phone call. As a Vemma Brand Partner, you agree to receive varied forms of Communications (i.e., emails, pre-recorded messages, etc.) from Vemma. Vemma reserves the right to accept or reject anyone as a Brand Partner.

If a U.S. minor (age 14-17) chooses to become a Brand Partner of Vemma, they can do so by signing up online at an existing Brand Partner's Vemma Web site, by telephone, or by mailing the original Registration Form and Acceptance Form to the Company. The Vemma minor Brand Partner **must** mail the **original** U.S. Minor Registration Form, the **original and notarized** Parent/Legal Guardian Acceptance Form and W-9 Form to: Vemma Nutrition Company, 8322 East Harford Drive, Scottsdale, AZ 85255, **Attention: Legal Department**. All information requested on the Vemma Minor Registration Form and Acceptance Form must be provided in full or the approval of the Vemma minor account will be delayed and possibly suspended. All orders for product will be placed on hold until verification of Registration Form and Acceptance Form has been reviewed and approved by the

Vemma Legal Department. Once the Legal Department has reviewed and approved all of the required documentation, orders will be released and shipped accordingly. All Vemma minor Brand Partners must be in the same organization as their Parent/Legal Guardian if the Parent/Legal Guardian is currently a Vemma Brand Partner. All Vemma minor Brand Partners must have the same Enroller as the Parent/Legal Guardian or the Parent/Legal Guardian must be the Enroller of the Vemma minor Brand Partner. If the mailed original Registration Form and Acceptance Form have not been received by the Vemma Legal Department after 14 days of the initial signup, the account will be suspended. Once Vemma processes all of the documentation, the minor automatically achieves "Brand Partner" status and all of the advantages that go along with it. Registration Forms and Acceptance Forms received after the 14-day time period will be placed at the bottom of the organization, indicated on the Registration Form if the original position is no longer available. Brand Partners are eligible to earn bonuses as well as enroll other individuals into their network organization. The registration date will be the date that the documentation is processed by Vemma. Once Vemma accepts the documentation, Vemma will contact each Brand Partner with a courtesy phone call.

If a U.S. Brand Partner chooses to operate their Membership as a business in the name of the business entity, he or she must complete a duly executed Operating Under A Business Name Form and other appropriate documentation as requested and/or required by Vemma. "Membership" is defined as a Brand Partner's account with Vemma. The Operating Under A Business Name Form maybe obtained online in your Back Office at vemmas.com/backoffice. By submitting such application, the Brand Partner is acknowledging that all officers, directors, shareholders, members, employees, agents and other related persons are bound by this application, agreement and Policies. Any change in the officers, directors, shareholders, members, managers, partners, owners or other individuals listed on the Operating Under A Business Name Form shall be deemed a sale of the Membership and subject to the Sale of Membership Rules contained herein. No Membership may be in the form of a trust.

Asia Brand Partners operating their business other than as an individual must complete and deliver a duly executed Operating Under A Business Name Form and other appropriate documentation as requested and/or required by Vemma Asia. By submitting such application, the applicant is acknowledging that all officers, directors, shareholders, members, employees, agents and other related persons are bound by this application, agreement and Policies. No Membership may be in the form of a trust (except with Vemma Asia's prior written approval). Vemma Asia reserves the right to accept or reject anyone as a Brand Partner.

VEMMA IDENTIFICATION NUMBER (VID)

Vemma Brand Partners who sign-up via online, telephone, facsimile, mail, or in person will automatically be issued a personal Vemma Identification Number (VID). Thereafter, the VID will be used for all Brand Partner correspondence and inquiries.

SOCIAL SECURITY NUMBER / FEDERAL ID NUMBER REQUIREMENTS

U.S. Brand Partners are not required to submit their Social Security Number or Federal ID Number at the time of sign-up. However, if a U.S. Brand Partner's earnings meet or exceed \$600 during the calendar year, Vemma must obtain a Social Security Number or Federal ID Number for purposes of reporting income earned to the IRS.

Vemma will first contact the Vemma Brand Partner by e-mail and/or letter to obtain the required information from the Brand Partner. If the Brand Partner has reached \$600 in earnings and Vemma has not received the Social Security Number and/or Federal Identification Number from the Brand Partner on a completed and signed W-9 Form, Vemma will begin withholding 28% from earnings, beginning with the bonus payment that puts the cumulative earnings over \$600, until the required information is received. Once Vemma receives the Brand Partner's Social Security Number or Federal ID Number on a completed and signed W-9 Form, Vemma will stop the 28% withholding from Brand Partner's future earnings. Brand Partners who do not provide accurate Social Security Number or Federal ID Number information may be subject to a penalty fee.

Brand Partners joining Vemma in Singapore and Malaysia must submit their Foreigner Identity Card or National Registration Identity Card at the time of sign-up. Brand Partners joining Vemma in the Philippines must submit their Social Security Number. Brand Partners joining in Indonesia must submit either their National Identity Card (also known as "KTP") or their passport number.

European Brand Partners are required to submit their Tax ID number and indicate if they are registered for VAT. European Brand Partners operating as a business must indicate the geographical address of their business. On request, European Brand Partners operating as a business must provide Vemma with their business registration number and name of a registry together with a scanned copy of an extract from the appropriate registry. Where appropriate and at Vemma's request European Brand Partners are required to submit a proof of tax residence.

Vemma Brand Partners joining in Aruba and the Netherlands Antilles (Bonaire, Curacao, St. Eustatius, Saba and St. Martin) must submit their Personal Identity Number (also known as "Persoons Nummer"). Brand Partners Operating As A Business must indicate the geographical address of their business. On request, Caribbean Brand Partners Operating As A Business must provide Vemma with their business Registration Number and name of a Registry together with a scanned copy of an extract from the appropriate Registry.

NO PRODUCT PURCHASE REQUIRED

No product or inventory purchase by the Vemma Brand Partner is required and there are no other fees or costs, except as may be specifically set forth herein. Data processing fees, if any, will be deducted from commissions and bonuses.

BRAND PARTNER STATUS AS AN INDEPENDENT CONTRACTOR

Vemma Brand Partners are independent contractors and are not to be considered purchasers of an intangible franchise or a distributorship. The agreement between Vemma and its Brand Partners does not create an employer/employee relationship, partnership, or joint venture between Vemma and the Brand Partners. Vemma Brand Partners have no authority to bind Vemma to any obligation. It is each Brand Partner's responsibility to pay all income, social security, local or applicable taxes. Brand Partners are not eligible for employee benefits, such as unemployment compensation, worker's compensation or minimum wages. Each Brand Partner is encouraged to set his or her their own hours and to supply all of his or her their own equipment and tools for operating his or her their business, such as telephones, transportation, professional services, office equipment and supplies. Further, each Brand Partner should determine his or her own methods of sale, so long as he or she complies they comply with the policies and procedures of Vemma.

BRAND PARTNER OPPORTUNITIES

Active Vemma Brand Partners are in good standing have the opportunity to:

1. Sell and market Vemma products and profit from these sales
2. Participate in the Vemma Compensation Plan
3. Enroll individuals into their network organization
4. Receive a FREE corporately-hosted Brand Partner Web site for marketing purposes as long as they are active

There are no exclusive territorial restrictions granted to any Brand Partner.

PRODUCT LIABILITY INSURANCE

Vemma carries a product liability insurance policy that covers all Brand Partners in good standing. For an annual Administrative Fee of \$125, Vemma will provide the Brand Partner with a Certificate of Liability Insurance showing them as a Vemma Brand Partner and an additional insured. The policy period is effective from August 1 through August 1 (12:01 a.m./Mountain Time) the following year. August 1 is the renewal date for Vemma's policy. Vemma recommends that Brand Partners consult with their own insurance experts to obtain insurance to meet their own needs. For more details regarding this program, please call the Insurance line at 480-927-8644.

AGREEMENT TO BE FAMILIAR WITH AND ABIDE BY CURRENT VEMMA POLICIES AND MARKETING PLAN

Vemma has implemented Company policies, rules, regulations and Referral Bonus Plan requirements (as found on our corporate Web site, vemmas.com) for proper sales and marketing procedures and to prohibit improper, abusive or illegal acts. The Referral Bonus Plan policies are deemed to be part of Vemma's policies and procedures. Each Brand Partner shall be familiar with all current and subsequently amended Company policies and the Referral Bonus Plan and shall conduct their

Membership in strict compliance therewith. As a Brand Partner, you must review the current Company policies and Referral Bonus Plan policies located on vemma.com on a regular basis to ensure your familiarity. The placing of orders for product with Vemma is a reaffirmation of such commitment to abide by all existing Company policies and Referral Bonus Plan policies. A Brand Partner shall have the opportunity to receive commissions, rebates, bonuses or other compensation only as long as he or she is an active Brand Partner in good standing and is conducting his or her business in compliance therewith.

SIGN-UP ONLINE / BY FAX / TELEPHONE / IN PERSON

This program allows a Brand Partner to give a prospect their VID along with their Web site address so that the prospect can sign-up online, by fax, telephone or in person. The prospective Brand Partner must provide his or her Enroller and placement information, shipping and mailing address, and proper method of payment. The new Brand Partner is then able to place orders and sign-up other Brand Partners. A Brand Partner must complete a Registration Form and submit it to Vemma, unless he or she signed up online. If the completed application is not received following enrollment, any royalties earned may be held by the Company according to policy, pending receipt of the application. All Vemma Brand Partners must have an active Auto-delivery base order on file, with a 60 QV minimum order. A 60 QV order will activate your account for four (4) volume periods, including the volume week in which the order is placed, plus one (1) volume week grace period. The Auto-delivery processing date will be assigned by Vemma at the time of sign-up. Brand Partners will have the ability to change their Auto-delivery batch date in their Back Office. Brand Partners may only choose new batch dates that do not make their account inactive for any period of time.

A new Vemma Brand Partner can request a placement change within five (5) days from the date of sign-up under certain circumstances only (i.e., clerical error, etc.). Vemma will review the placement change request and make its decision based on the facts of each case. Ultimately, Vemma, in its sole discretion, has the final decision to accept or reject any and all placement changes. These changes may be received by hardcopy application or by email. Please note, when placement changes are made after bonuses pay out, no recalculations will be done.

There is a \$20 (USD) processing fee for each placement request. Vemma reserves the right to charge a higher processing fee for complex requests.

A Brand Partner is required to fill out the Registration form with current, complete, and accurate information. Enroller changes may be requested within ten (10) days from the entry date of the person on whom the Enroller is changing. These changes must be requested by the current Enroller. Enroller changes on VemmaBuilder participants and requests made after the 10-day period will be evaluated based on the facts of each case. Vemma has the final decision to accept or reject any Enroller change requests, regardless of when the request is placed.

There is a \$20 (USD) processing fee for each Enroller change request. Vemma reserves the right to charge a higher processing fee for complex requests.

It is the sole responsibility of the sponsoring and/or enrolling Brand Partner to inform applicants who sign-up online or by fax that they are joining the Vemma team as an independent Brand Partner, subject to all the terms and conditions set forth in the Company policies and procedures, terms and conditions of the Application and Agreement and the Compensation Plan policies.

LEGAL AGE

Except as otherwise stated in these Policies, all Vemma Brand Partners must be the age of majority and meet all other criteria in the state/province/country in which they distribute Vemma products.

SIMULTANEOUS INTERESTS

Vemma Brand Partners and/or their spouses may not have an interest, directly or indirectly, in more than one (1) Membership. However, there are exceptions to this rule based on Vemma's review, discretion and approval: 1) If you were an original founding Brand Partner in Vemma, Vemma Asia or Vemma Europe; 2) if you were eligible for a second Membership during the New Vision to Vemma transition according to the policy in place at that time; 3) if you qualify under the "Married Couples" section; 4) if you qualify under the "Succession" section; or 5) if your primary place of residence is in

Europe and you qualify as a shareholder under the "Corporations" section. If a Vemma Europe Brand Partner has more than one (1) Membership, the additional Memberships must be within the same organization. In addition, the Memberships must have the same Enroller or one must be the Enroller of the other. Vemma will make determinations regarding whether or not one or more of these exceptions apply, based on its sole discretion and review.

GRANDFATHERED RULES:

Active Vemma Brand Partners, who had an active New Vision Membership as of January 1, 2011, will be inserted into the Vemma tree according to the New Vision line of sponsorship. If the New Vision Team Member already had an active Membership in the Vemma tree, a second Membership may be inserted. Parameters for all grandfathered second Memberships include the following mandatory requirements and rules:

- One of the two Memberships must be qualified with a 120 point Auto-delivery order. You cannot combine points from both Memberships in order to earn bonuses (i.e., Membership #1 has 60QV and Membership #2 has 60QV).
- Each Membership must be qualified by personally enrolling one (1) Brand Partner on your left side and one (1) Brand Partner on your right side.
- You cannot transfer banked volume from one membership to the other.
- You cannot combine the earnings from one membership to the other in order to earn cycle volume and/or rank advance.
- The "paid as" rank for the second membership will be determined at the end of the February 2011.
- Fast Start Bonuses will not be paid on the first orders of New Vision Team Members that are imported into the Vemma Organization.

MARRIED COUPLES

Vemma wants every person to have the opportunity to benefit from its marketing program. Therefore, husbands and wives, common-law couples or domestic partners (collectively, "spouses") have the option to maintain one (1) joint Membership or they are permitted to each possess their own separate Membership, as long as both Memberships are within the same organization. In addition, the spouses must have the same Enroller or one spouse must be the Enroller of the other.

Spouses who wish to maintain one (1) Membership must be jointly sponsored on the application. If only one (1) spouse chooses to participate in the Vemma business opportunity, he or she understands that the active spouse's Membership may be terminated for any actions taken by the non-Brand Partner spouse that would violate Company policies if he or she was a Brand Partner. In addition, if each Spouse owns their own separate Membership, he or she understands that both Memberships may be terminated for any actions taken by one or the other Spouse that would violate Company policies.

If a married couple obtains one (1) Membership and notifies Vemma of a divorce, they should contact Vemma as to how the Membership is to be managed thereafter. Otherwise, Vemma will consider the person who was originally listed as the Brand Partner as the continuing Brand Partner. In the event of divorce or legal separation of a joint Membership, legal court documents relating to such action, as requested by the Company, must be submitted to the Company. Vemma may, but is not required to, withhold payment of commissions until sufficient legal documentation is provided.

ACTIONS OF HOUSEHOLD MEMBER AND/OR AFFILIATED INDIVIDUALS

If any member of a Brand Partner's immediate household engages in any activity which, if performed by the Brand Partner, would violate any provision of these policies, such activity will be deemed a violation by the Brand Partner and Vemma may take disciplinary action pursuant to the policies against the Brand Partner. A Brand Partner's "immediate household" is defined as spouses (as defined in the Married Couples section) and dependents living at home or doing business at the same address. Similarly, if any individual associated in any way with a corporation, partnership, or other entity that is Brand Partner (collectively, "affiliated individual") violates the policies, such action(s) will be deemed a violation by the entity, and Vemma may take disciplinary action against the entity. A Brand Partner terminated for failure to follow Company policies may not reapply to become a Brand Partner or

Customer of Vemma as well as the household member and/or affiliated individual(s) whose actions were the basis for termination.

PRICE CHANGES

The prices of all Vemma products and sales aids are subject to change without prior notice.

RETAIL RECEIPTS

Vemma Brand Partners are allowed to retail product in countries where Vemma has an official corporate presence. Vemma Brand Partners are prohibited from retailing the product in countries where Vemma is open as a Not for Resale opportunity. European countries are open as a "Not for Resale" opportunity only. Vemma will publish notice in the Company's publication and/or on the corporate Web site when a country is opened and whether it is a Not for Resale opportunity. Vemma Brand Partners in countries that allow for retail sales must provide their retail customers with an official Vemma sales receipt, a copy of which may be found on its corporate Web site, vemma.com. Brand Partners may duplicate the form and must provide one to the retail customer and retain a copy for their records. These receipts outline the Customer refund warranty, as well as Customer protection rights where required by law.

SALE OF MEMBERSHIP

A Vemma Brand Partner may not sell, assign or otherwise transfer his or her Membership, marketing position or other Brand Partner rights unless:

1. The Brand Partner follows Vemma's policy regarding Sale of Membership (a copy of which may be obtained by contacting Home Office), and
2. Vemma, in its sole and absolute discretion, approves the transfer in writing as in the best interests of the parties involved, Vemma and its Brand Partners.

SUCCESSION

Upon the death or incapacity of the Vemma Brand Partner, his or her rights to bonuses and marketing position, together with Brand Partner responsibilities, shall pass to his or her successor in interest upon written application and upon Vemma's receipt of all necessary documentation required by Vemma. The successor Brand Partner must execute a Brand Partner Application and Agreement and fulfill all responsibilities of the Brand Partner. The successor Brand Partner may be an existing Brand Partner as long as he or she complies with all Vemma Policies and Procedures, including fulfilling all supervisory functions.

VOLUNTARY RESIGNATION

The Brand Partner Agreement may be voluntarily cancelled at any time and for any reason by a Brand Partner or Customer notifying Vemma of the election to cancel, or it may be cancelled by Vemma if a Membership, whether it is a Brand Partner or Customer, has no activity for twenty-four (24) consecutive weeks. Brand Partners may cancel their Membership by sending in a written resignation letter or by calling Member Services. If the Brand Partner chooses to cancel via telephone, for security purposes, they will be required to provide information regarding their account (i.e., Brand Partner's Social Security Number or equivalent thereto, password, etc.). Vemma will send a confirmation e-mail notifying the Brand Partner that their request to resign, via telephone, has been completed. If the Brand Partner chooses to resign by written correspondence, the letter must be signed by all parties listed on the Membership. Once a Brand Partner has voluntarily resigned, his or her Membership will be terminated and no longer exist. A Brand Partner who resigns by written notice may re-apply as a Brand Partner under the original Enroller or may re-apply under a new Enroller after a twenty-four (24) week waiting period. If the Brand Partner chooses to re-apply, whether under their original Enroller or a new Enroller, he or she will be placed at the bottom of that Enroller's line of sponsorship. In each case, the Brand Partner must complete an Application and Agreement Form, and receive the Company's approval.

Voluntary resignation shall be retroactive to the beginning of the volume period in which the resignation occurred. Therefore, there will be no payment of royalties, bonuses or awards for this volume period.

SUSPENSION AND TERMINATION

Vemma reserves the right to suspend and/or terminate any Vemma Brand Partner at any time for cause if Vemma determines that the Brand Partner may have violated the provisions of the Brand Partner Agreement, including the provisions of these policies and procedures and/or the Referral Bonus Plan as they may be amended, or the provisions of applicable laws and standards of fair dealing. Such suspension and/or termination shall be made by Vemma at its discretion.

Upon an involuntary suspension and/or termination, Vemma shall notify the Brand Partner, in writing, at the last address listed with Vemma for the Brand Partner. In the event of a suspension and/or termination, the suspended and/or terminated Brand Partner agrees to immediately cease representing himself or herself as a Brand Partner.

Any suspension notice will be sent by Postal Service, first class mail, electronic mail or fax to the Brand Partner's address, e-mail address or fax number on file with Vemma. Any termination letter will be sent by U.S. Postal Service certified mail, first class mail or electronic mail to the Brand Partner's address or e-mail address on file with Vemma. For Brand Partners outside the U.S., other delivery methods may be used.

The Brand Partner will be given a specified amount of time from the date of notification in which to appeal the suspension and/or termination in writing. The Brand Partner's appeal correspondence must be received by Vemma within that time frame. If the appeal is not received within that time period, the suspension and/or termination will be deemed final. If the Brand Partner files a timely appeal of suspension, Vemma will review and reconsider the suspension, consider any other appropriate action, and notify the Brand Partner of its decision. Response time from Vemma may vary depending upon individual circumstances or severity of the violation. Vemma's decision will be final and subject to no further review.

EFFECT OF SUSPENSION OR TERMINATION

A Vemma Brand Partner placed under suspension shall not have the right to represent himself or herself as a Brand Partner, purchase products from Vemma, receive any royalties, bonuses, awards, nor be eligible to attend Vemma functions until such time as the suspension has been lifted. If any previously accrued volume is flushed during the suspension or as a result of a suspension, it will not be restored. The term "flushed" is defined as a loss of cycle volume due to inactivity and/or non-qualification.

Suspension is retroactive to the beginning of the volume period in which the alleged wrongful conduct occurred for which the suspension is imposed by Vemma. Therefore, there will be no payment of royalties, bonuses or awards in the suspension period.

Termination is retroactive to the beginning of the volume period in which the first misconduct serving in whole or in part as the basis for the termination occurred. In addition to the indemnification obligation set forth herein, a Brand Partner who is terminated for violation of Company policies shall, upon demand by Vemma, be liable to repay, return or compensate Vemma for any benefit program, prizes, inventories, bonuses or other compensation received from Vemma after the date of the activities causing such termination, as well as any other damages resulting to Vemma from such conduct.

A Brand Partner terminated for failure to follow Company policies, or otherwise for cause, may not reapply to become a Brand Partner or Customer of Vemma. If a Brand Partner's Membership is terminated for a policy violation, Vemma reserves the right to terminate any of the Brand Partner's minor children, affiliated household members and affiliated individuals as well, if applicable.

ENROLLING POLICIES

ENROLLMENT OPPORTUNITIES

All Vemma Brand Partners in good standing have the opportunity to enroll others as Brand Partners. In addition, every person has the ultimate opportunity to choose his or her own Enroller. If two (2) (or more) Brand Partners should claim to be the Enroller of the same new Brand Partner, Vemma shall investigate the dispute and make an independent determination as to the proper Enroller. All Vemma

Brand Partners agree to accept and abide by this decision and understand that the decision of Vemma is deemed final.

ENROLLER RESPONSIBILITIES

There is no "secret" involved in Vemma or in any business. Those who enroll, but who do not help new Brand Partners develop their business, meet with limited success. Therefore, the responsibility of the Enroller is to work with new Brand Partners, helping them learn the business and encouraging them during the critical early months, and thereafter. Enrollers are not required to carry inventory of products or sales aids for new Brand Partners.

Any Brand Partner who enrolls other Brand Partners must fulfill the obligation of performing a bona fide supervisory, distribution and selling function in the sale or delivery of product to the ultimate customer and in the training of those enrolled. A Brand Partner must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision includes, but are not limited to: product presentation, retail sales training (in the countries where retail selling is allowed), newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions and accompanying individuals to Vemma training. Brand Partners must be able to provide evidence to Vemma, as requested by Vemma, of ongoing fulfillment of sponsor responsibilities, including training.

REFERRAL POLICY

Vemma's policy encourages prospects to contact the Brand Partner who first introduced them to Vemma. If a prospect does not have a Brand Partner contact, Vemma will provide him or her with an active Brand Partner contact.

ORDERING / PAYMENT OPTIONS & POLICIES

ORDERING METHODS

Online orders may be placed twenty-four (24) hours a day, seven (7) days a week. All orders must be received at Home Office on or before the close of the volume period. The Vemma volume week runs from Friday at 12:00 a.m. to Thursday at 11:59 p.m. (Arizona time). Orders are processed for the day they are received at Home Office and the volume credit will count for the volume period in which the order is received and the next four (4) volume periods.

It is the responsibility of the Brand Partner to confirm payment acceptance and processing of his or her order. To ensure confirmation, a Brand Partner can log into their Vemma Back Office through vemma.com. Vemma strongly recommends that Brand Partners document each order number processed.

European Brand Partners must place orders through the vemmaeurope.com Web site only.

U.S./ASIA/AUSTRALIA "WILL CALL"

U.S., Asia and Australian Brand Partners have the option to place "will call" orders. All U.S. "will call" orders can be picked up at Vemma Store North located at Home Office and Vemma Store South located in Tempe, Arizona. "Will call" orders for Asia and Australia can be picked up at the location in the Contact Details section incorporated in these policies. If the order has not been picked up within one (1) week, Vemma will make a courtesy call to the Brand Partner indicating the same. If the order has not been picked up within two (2) weeks of the original order date, Vemma will ship the order, via standard shipping, to the Brand Partner and will debit the Brand Partner's credit card on file with Vemma. If Vemma has shipped a Brand Partner's will call order for three (3) consecutive months, Vemma will change the Brand Partner's account to reflect that all orders be sent directly the Brand Partner's address on file.

PAYMENT OPTIONS

Orders may be paid by VISA, AMEX, Discover, MasterCard, money order, certified/cashier's check and bank drafts (U.S. funds) will also be accepted. Asian orders (excluding Japan) may be paid using money order, NETS, bank deposit or e-wallet. For orders paid using NETS, bank deposit or e-wallet payments must be made within forty-eight (48) hours of the order date. If payment is not verified within forty-eight (48) hours, the order will be cancelled. European orders may be paid by VISA,

MasterCard or using bank deposit. In Austria, Belgium, Germany and the Netherlands orders may be paid using direct debits. Japan orders may be paid using VISA, AMEX, MasterCard or JCB. Australian orders may be paid for by VISA, Mastercard, AMEX, cheques, direct debit or bank deposit. New Zealand orders may be paid for by using VISA, Mastercard or AMEX. Vemma Africa (Ghana, Uganda, Tanzania and Kenya) accepts only cash as a payment method. South Africa orders may be made using VISA or cash payment. If payment is received, the order will count for the volume period in which it was placed. Brand Partners who choose to pay by bank draft (U.S. funds) can call 800-577-0777, Monday through Friday, from 7:00 a.m. to 6:00 p.m. (Arizona time). The company will need your name, address, the Company Identification Number (VID), bank name, account number and routing number in order to process your bank draft. Please allow up to thirty (30) days for initial bank draft processing. If for any reason the transaction is returned unpaid by your bank, it will result in a \$15 service fee debited to your Company account. The Brand Partner will be notified by e-mail, phone, or mail regarding their returned payment. Vemma will not ship any product until the bank draft has been cleared and paid in full. At the Company's discretion, the Brand Partner will no longer be able to purchase product using a bank draft. Any purchases from this point forward must be by certified funds, cashier's check, credit card or money order. In addition, the Brand Partner must clear the balance on his/her/their account before he/she/they will be able to order again. Any Brand Partner found submitting false banking information (e.g., credit card holder, checking account name) with regards to credit card, bank draft, etc., will be subject to immediate termination of their Vemma Membership, forfeit any and all commissions owed and in holding at that time and may be subject to further legal action.

A bank draft returned by any financial institution to the Company will be regarded as an "outstanding debt" and, as such, is owed to the Company. Failure to pay an outstanding debt owed to the Company by the end of the current volume period will result in that amount being debited on your Company account. Any commission earned on your Company account will be reduced by the amount of the outstanding debt. A check will be re-issued for any amount that is \$3 or more and will be sent to the Brand Partner via regular mail. If the amount is less than the amount of the outstanding debt, such debt will rollover to the next volume period and will continue until the debt is paid in full. Any overpayment of an order will be credited to your Company account and indicated on the invoices associated with that order. Any and all credits must be applied to future orders and spent within ninety (90) days from the date of the overpayment. Failure to do so will result in the Brand Partner's interest in or rights to the amount of the overpayment being forfeited and the Company will be entitled to the forfeited funds.

Vemma orders from Aruba, Netherlands Antilles and the Bahamas may be paid by VISA and MasterCard or by using a bank deposit. In Aruba, Curacao and the Grand Bahama Island, Vemma orders may also be paid locally at the local Vemma office.

Vemma will not acknowledge product volume, without payment in full. The Brand Partner must use their own credit card in order to place any orders on their account. Vemma will not accept payment on a Brand Partner's order from a non-Brand Partner. Any Brand Partner found submitting false banking information with regard to credit card information will be subject to immediate termination of their Membership, forfeit any and all royalty income owed and in holding at that time and may be subject to further legal action.

All returned payments will incur a total of \$15 in service charges per each returned item. Brand Partner whose checks are dishonored will, at the Company's sole discretion, be put on payment restriction. It is the responsibility of the Brand Partner to confirm payment acceptance and order processing by logging into the Back Office of the vemma.com Web site. Full payment of orders must be received at Home Office by the close of the last business day of the volume period in order to be considered part of the respective volume period.

AUTO-DELIVERY

Vemma offers a monthly Auto-delivery Program for your convenience. The program's main benefit is that you can receive a customized order at a predetermined time each and every month!

All Vemma Brand Partners are required to have an Auto-delivery order on file with Vemma. This program allows Brand Partners to design their own product order for the volume period. Payment is

automatically deducted from an authorized VISA, MasterCard, Discover, JCB or AMEX credit card, or paid by NETS, bank deposit or e-wallet in Asia, Austria, Germany or Slovenia. Each month your account will be debited on the date selected as your Auto-delivery processing date. (Please note, if you chose the 29th or 30th as your Auto-delivery processing date, for the month of February, your credit card and order will be processed on the 28th of that month.) Product will be shipped usually within twenty-four (24) to forty-eight (48) hours of each billing. Vemma reserves the right to process Auto-delivery orders a couple of days prior to the Brand Partner's batch date due to holidays, corporate events, etc. Vemma will notify its Brand Partners in advance by posting an announcement in the Vemma Back Office through vemma.com and/or sending an e-mail to all Brand Partners who have an e-mail address on file with Vemma. It is the responsibility of the Brand Partner to insure that a valid payment option is provided for processing. Vemma is not responsible for a Brand Partner not attaining qualifications or earnings resulting from declined or invalid payment options.

Auto-delivery changes can be made through your Back Office. Auto-delivery cancellations can be made by calling Member Services or faxing Member Services. Cancellations must be received no later than seven (7) calendar days prior to the billing date. Cancellations received after this date may be processed for the following month. Vemma reserves the right to process changes and cancellations as necessary. It is the responsibility of the Brand Partner to ensure their changes have been made.

DELAYS

Vemma 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, fire, death, curtailment or interruption of a source of supply, government decrees or orders, or when performance becomes impracticable.

SHIPPING RATES

To obtain the current shipping and handling rates, please contact Member Services or visit your Back Office. European Brand Partners can find current shipping and handling rates on vemmaeurope.com.

SATISFACTION GUARANTEE FOR YOUR RETAIL CUSTOMERS (only in countries where applicable)

Vemma offers its retail Customers, through its Brand Partners, a 100%, unconditional, 30-day, full money-back guarantee. If for any reason a Customer is not entirely satisfied with the product, they may return the product or any unused portions to the Brand Partner within thirty (30) days after the purchase. Retail Customers in Singapore have a 100%, unopened, 60-day, full money-back guarantee. Customers in Indonesia have a 100%, unopened, 10-day, full money back guarantee. Customers in the Philippines have a 100%, unopened, 7-day, full money back guarantee.

Aruba, the Netherlands Antilles and the Bahamas also offer its Vemma Brand Partners, a 100%, unconditional, 30-day, full money-back guarantee.

Vemma Africa (Kenya, South Africa, Uganda, Ghana and Tanzania) also offers its Vemma Brand Partners, a 100%, unconditional, 30-day, full money-back guarantee.

It is the responsibility of the Brand Partner to immediately provide any of his or her retail customers who request a refund with a full refund in accordance with Vemma's refund policy. Vemma will replace returned product, refund the purchase price or provide a credit to the Brand Partner's Vemma account when appropriate documentation (i.e., retail receipts) have been received at Home Office, accompanied by the empty bottle(s) or package(s) bearing the lot number. Brand Partners have thirty (30) days after the original sale date to its retail customers and sixty (60) days for Asia Brand Partners (unopened product only) to submit their claim for the replacement of the goods. Brand Partners who purchase products for personal consumption shall enjoy the same 100%, unconditional, 30-day, full money-back guarantee for such product. At the Company's request, Brand Partners may be required to provide evidence of the date of sale to its retail customers for refund purposes (i.e., retail receipts).

The Brand Partner's account will receive a "negative sale" for the returned order(s). The Brand Partner will not be qualified to earn bonuses until the "negative sale" has been replaced by another sale. Any advancements in the Vemma Compensation Plan, bonuses or awards achieved as a result of these

purchases by the returning Brand Partner will be reversed and the amount(s) deducted from the Brand Partner's refund. The Company will place a debit on the account(s) of the upline Brand Partners for any commissions, rebates, bonuses or awards received or paid on product returned from a Brand Partner. All products returned under this guarantee must be sent pre-paid by the Brand Partner. In addition, the Brand Partner must obtain a Return Merchandise Authorization Number (RMA) from Vemma prior to returning the merchandise. For assistance, please call Member Services.

RETURN POLICY

A Brand Partner who encounters a situation that might merit a return should immediately contact Member Services. Vemma offers a 30-day, unconditional, 100% product money-back guarantee on its Vemma products. Vemma products sold to Singapore Brand Partners have a 60-day, unopened, 100% product money-back guarantee. Vemma products sold to Indonesia Brand Partners have a 10-day, unopened, 100% product money-back guarantee. Vemma products sold to Philippine Brand Partners have a 7-day, unopened, 100% product money back guarantee. Vemma products sold to the European Territory Brand Partners have a 14-day, unopened and in restockable condition, 100% product money-back guarantee. For Japan returns, please refer to Addendum A incorporated herein. Vemma products sold to Australian and New Zealand Brand Partners have a 30-day, unopened and in restockable condition, 100% product money-back guaranty.

A Member Services agent will assist you with the proper procedure for returning product. To insure accurate processing of returned orders, in no case should a Brand Partner return a shipment before speaking with a Member Service representative. To eliminate errors in processing, any product returned not accompanied by a Return Merchandise Authorization Number (RMA) will result in the Brand Partner's account being temporarily placed in a "hold" status pending resolution of the issue. Your cooperation is appreciated.

Once you have contacted Member Services and received your RMA number, please mail your return to the appropriate Vemma Returns Centers. Locations can be found in the Contact Details section incorporated in these policies. Please ensure that you clearly mark the RMA number outside of each returned box.

Any merchandise being returned to our Vemma Returns Centers must be sent pre-paid. Brand Partners are encouraged to use a traceable means of transport, as Vemma is not responsible for items lost in transport. A credit will be issued for 100% of the product purchase price, less shipping and handling, to the credit card originally used for payment or by the original payment method.

When a Brand Partner pays for product with a bank draft and then returns the product, there will be a minimum of thirty (30) days before a refund check will be issued unless the Brand Partner provides a copy of the paid bank draft from his or her financial institution. The 30-day waiting period will begin the day the order is shipped. After the waiting period has expired and Vemma has received the returned product, a refund check will be issued for 100% of the product order, less shipping and handling, provided the bank draft has cleared.

The Brand Partner's account will receive a "negative sale" for the returned order(s). The Brand Partner will not be qualified to earn bonuses until the "negative sale" has been replaced by another sale of equal or higher volume points. Any advancements in the Vemma Compensation Plan, bonuses or awards achieved as a result of these purchases by the returning Brand Partner will be reversed and the amount(s) deducted from the Brand Partner's refund. The Company will place a debit on the account(s) of the upline Brand Partners for any commissions, rebates, bonuses or awards received or paid on product returned from a Brand Partner.

If an order has been returned by the carrier due to insufficient address, undeliverable, etc., Vemma will contact the Brand Partner, either by phone or email, within twenty-four (24) hours to advise them of the returned order. If Vemma does not receive a response from the Brand Partner within forty-eight (48) hours, the order will be cancelled and the money refunded back to the Brand Partner.

DAMAGED GOODS

Vemma is dedicated to shipping quality products. However, some goods may become damaged during the course of shipment. It is the responsibility of the Vemma Brand Partner to verify the condition of

each item upon receipt of the order and refuse to accept any damaged goods. If a damaged shipment is left at the door or if a Brand Partner discovers after the fact that any part of their shipment has arrived in less than satisfactory condition, the Brand Partner must immediately contact Member Services.

To insure accurate processing of damaged orders, in no case should a Brand Partner return a shipment before speaking with Vemma's Member Services Department. If the Brand Partner discovers that one (1) to six (6) cans of Verve are damaged in shipping, the Brand Partner must contact Vemma's Member Services Department. Vemma will replace the number of damaged cans to the Brand Partner. If the Brand Partner discovers that more than six (6) cans of Verve are damaged in shipping, the Brand Partner must retain the damaged product and contact Member Services. Vemma will contact the shipping company to assess the damaged product. The Brand Partner's account will be temporarily placed in a "hold" status pending resolution of the issue. Your cooperation is appreciated.

BUY-BACK POLICY

Any Vemma Brand Partner who resigns and wishes to return product to the Company should notify Vemma of his or her intention by contacting Member Services. Vemma will repurchase the products that are in restockable and resalable condition at a price equal to 90% of the original sales price, minus shipping and handling and a 10% restocking fee, provided that the Brand Partner has complied with all the terms and conditions contained in these policies. The U.S. Brand Partner has thirty (30) days from the date of resignation to return product. The Asia Brand Partner has sixty (60) days from the date of resignation to return product. The European Brand Partner has fourteen (14) days from the date of receipt of the Vemma product(s). The Australian and New Zealand Brand Partner has fourteen (14) days from the date of receipt of the Vemma product(s). The letter must list all the items to be returned, the quantities of each item and the sales order number(s) under which each of the items was most recently purchased. Products will not be considered resalable if they are unusable (i.e., shelf life has passed, the product has been opened or the product or version of the product is no longer carried by Vemma).

Once the Brand Partner contacts Member Services regarding buy-back, he or she will be provided with a Return Merchandise Authorization Number (RMA), as well as the address to which the merchandise should be shipped. This Return Merchandise Authorization Number must be clearly marked on the outside of each box being returned. Any merchandise being returned must be sent prepaid. Brand Partners are encouraged to use a traceable means of transport, as Vemma 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 original payment (i.e., a credit will be issued on the credit card originally used for the product purchase).

Any advancements in the Vemma Compensation Plan, bonuses or awards achieved as a result of these purchases by the returning Brand Partner will be reversed and the amount(s) deducted from the Brand Partner's refund. The Company will place a debit on the account(s) of the upline Brand Partners for any commissions, rebates, bonuses or awards received or paid on product returned from a Brand Partner.

REPLACEMENT ORDERS

In the rare case that a Vemma Brand Partner does not receive his or her order, the Brand Partner must report the missing shipment to Member Services within fifteen (15) days from the date of their original order and Vemma will issue the replacement order.

INCOMPLETE ORDERS

Incomplete orders or shipping discrepancies should be reported to Vemma Member Services immediately.

BACK-ORDERS

Items that are on back-order will be shipped as soon as stock becomes available. Credit for the products on back-order will be applied to the volume period during which the products were ordered and paid for.

TRACING SHIPMENTS

If a Vemma Brand Partner has not received his or her order within fifteen (15) days from the date of shipment (five (5) days for Postal Priority), it must be immediately reported to Vemma Member Services. Vemma will attempt to trace the shipment. To trace the shipment, Member Services will require the sales order number, as well as the item(s) missing from the order. Brand Partners may also trace their own shipments online in the Vemma Back Office of vemma.com, depending on the shipping method chosen.

Please note that every package is considered a separate shipment by the transport company, and consequently, all of the packages in a particular order may not arrive on the same day. Brand Partners 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.

SALES AND USE TAX

Vemma will collect and remit to the various national, state, provincial, or other taxing authorities, sales taxes due on sales of Vemma products, on behalf of Brand Partners, in accordance with its written sales tax policy. To obtain a copy of the policy, contact Member Services. For purchases made by European Brand Partners, Vemma Europe will add the appropriate VAT amount to the price in the event the purchase is subject to taxation. In such cases, the European Brand Partner shall be obligated to pay the amount of the fee plus VAT. This obligation, however, does not include those who are registered for the purposes of intra-community supply of goods and provided a valid EU-VAT ID number. For purchases made by Australian and New Zealand Brand Partners, Vemma Australia will add the appropriate GST tax amount to the price in the event the purchase is subject to taxation. In such cases, the Australian and New Zealand Brand Partner shall be obligated to pay the amount of the fee plus GST. This obligation, however, does not include those who are registered for the purposes of GST Exemption and have provided Vemma Australia with appropriate documentation.

INVENTORY LOADING

Inventory loading is prohibited. Vemma is a company built on the quality of its products and their use by Brand Partners and Customers are strictly prohibited from purchasing products or encouraging other Brand Partners to purchase products solely for the purpose of qualifying for commissions or bonuses.

To insure that no inventory loading occurs, each Brand Partner wishing to receive commissions under Vemma's Referral Bonus Plan must certify that seventy percent (70%) of products previously purchased have been sold to or consumed by end users, and keep accurate records of monthly sales to specific Customers. These records will be subject to inspection and audit by the Company upon reasonable notice. Each order placed by a Brand Partner constitutes the Brand Partner's certification to the Company of the foregoing.

Each Brand Partner acknowledges that Vemma is relying on such certifications in paying Brand Partner commissions.

Vemma will not repurchase products or issue refunds on products certified as having been consumed or sold. Falsely representing the amount of product sold or consumed to advance in the Vemma Referral Bonus Plan shall be grounds for termination.

To discourage any Brand Partner from encouraging other Brand Partners to circumvent the inventory loading prohibition, the Company will recover any bonuses made to a Brand Partner's upline related to any violation of this policy.

REFERRAL BONUS PLAN

Our business model is designed to reward those people that promote Vemma brand products. This is accomplished by devoting almost our entire marketing budget to fund the Vemma Referral Bonus Plan. This plan is based on the simple two (2) team building concept - a left side team and a right side team. Since there are just two (2) teams to build, this creates excitement as new Brand Partners join, one after the other, down team lines, helping more people benefit from the volume and creating greater leverage within the plan.

When you enroll as a Brand Partner and place an Auto-delivery order for any Vemma product worth at least sixty (60) Qualifying Volume (QV) points, or as we like to call 'reward points', you will receive access to your Back Office and a free marketing Web site. When you encounter someone wanting to become a Brand Partner, you can enroll them through this marketing Web site. As soon as you qualify your business by enrolling at least one (1) active Brand Partner on each of your left and right sides (active is defined as having an active sixty (60) reward point minimum Auto-delivery order on file), you are then eligible to earn immediate income.

Best yet, the Vemma Referral Bonus Plan pays out a true fifty percent (50%) of the Commissionable Volume (CV) weekly, so you have the opportunity to get paid every week! Your monthly Auto-delivery order will activate your Brand Partner Account for four (4) weeks including the volume week in which the order is placed, plus a one (1) week grace period. For more details on Vemma's Compensation Plan, please visit your Back Office at vemma.com/backoffice.

EARNINGS PROCESSING

Bonus earnings will be processed on a weekly basis (for the prior two (2) week period). U.S. Brand Partners who sign-up for direct deposit will have their bonus checks deposited directly to their bank account free of charge. Brand Partners outside the U.S. may be charged a direct deposit fee. Brand Partners who wish to receive a check will be charged a maintenance fee for each bonus check. Brand Partners who earn a royalty of less than the minimum earnings* will be issued a credit for that amount on their Vemma account, which can be used towards the maintenance fee, purchase of products and/or sales aids. The following is a chart of the minimum earnings*, direct deposit fees and maintenance fees for each country:

Country	Minimum Earnings*	Direct Deposit Fee	Check Fee
Aruba	\$10.00	\$1.00	\$5.00
Africa	\$3.00	No charge	No charge
Australia	\$5.00	\$4.00	\$4.00
Bahamas	\$10.00	\$1.00	\$5.00
Canada	\$3.00	N/A	No charge
Europe	€10.00	€1.50	N/A
Indonesia	\$3.00	\$0.50	\$2.00
Ireland	\$5.00	N/A	No charge
Japan**	\$35.00	\$6.00	N/A
Netherlands Antilles (Bonaire, Curacao, St. Eustatius, Saba and St. Martin)	\$10.00	\$1.00	\$5.00
New Zealand	\$5.00	\$4.00	\$4.00
Malaysia	\$3.00	\$0.50	\$2.00
Philippines	\$3.00	\$0.50	\$2.00
Singapore	\$3.00	\$0.50	\$2.00
Taiwan	\$3.00	\$0.50	\$2.00
United States of America	\$3.00	No charge	\$2.00

*Minimum Earnings refers to the amount remaining after all fees are deducted.

**Japan Brand Partners will have their earnings automatically credited to their Vemma account. This credit can be used for future orders. If a Japan Brand Partner has reached the minimum earnings and would like to have a wire sent to them, they will need to email japan@vemma.com to request a wire. The direct deposit fee will then apply.

In the event a Brand Partner has lost or misplaced a royalty check, a request for replacement of royalty checks under \$50 will result in a credit to the Brand Partner's account. If the royalty check is \$50 or over, the Brand Partner can request a replacement check to be issued for a fee of \$3 or the Brand Partner can have the amount credited to his or her account. If a replacement check is requested, Vemma must receive the \$3 fee before a new check will be issued.

Requests from Brand Partners for checks never received will require a fifteen (15) business day waiting period from the date of the original mailing. Brand Partners agree that if they do not present any bonus check(s) for payment within ninety (90) days from the date of issuance, the bonus check(s) will be null and void, the Brand Partner's interests in or right to the bonus check(s) will be forfeited.

For three (3) months during each calendar year, Vemma will donate a portion of the proceeds from every purchase of Vemma NEXT™ to the Children's Miracle Network®. Children's Miracle Network is a non-profit organization raising funds for 170 children's hospitals. During this three (3) month period of each calendar year, Vemma will donate the Fast Start Bonus on any first order of Vemma NEXT to Children's Miracle Network. The donation by Vemma from every sale of Vemma NEXT to Children's Miracle Network is not a tax-deductible donation which can be claimed by Vemma Brand Partners. The donation by Vemma will not be added to the Vemma Brand Partner's earnings as reported on their 1099. In addition, during this three month period, Vemma Brand Partners will have the opportunity to help Children's Miracle Network with an individual gift amount donation of their choice, by simply adding the donation amount to his or her Vemma order. If a Brand Partner chooses to make an individual donation to the Children's Miracle Network by adding a gift amount of their choice to their Vemma order, a receipt will be issued for such donation and it will be considered a tax-deductible donation on behalf of the Brand Partner for income tax purposes. The three (3) month period designated for donations to Children's Miracle Network will be determined by Vemma.

ERRORS OR QUESTIONS

If a Brand Partner has questions about or believes any errors have been made regarding bonuses, downline activity, charges, or changes, the Brand Partner must notify Vemma within fifteen (15) days of the date of the purported error or incident in question. Vemma is not responsible for any errors, omissions or problems not reported within fifteen (15) days.

LOCAL LAWS, REGULATIONS AND REQUIREMENTS

Each Brand Partner must be familiar with and comply with all specific laws, regulations and requirements applicable to the operation of his or her business in his or her relevant jurisdiction(s), and is responsible for complying with these laws and regulations.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Downline reports and all other reports and genealogical information, including, but not limited to, downline sales organization information and commission recap statements, are trade secrets, proprietary and confidential to Vemma (collectively, "Confidential Information").

Every Vemma Brand Partner who is provided with such information must treat it as confidential and take care to maintain its secrecy and refrain from making any use thereof for any purpose other than the management of his or her downline sales organization.

As a result of your Membership in Vemma, you will have access to Confidential Information which you acknowledge to be proprietary, highly sensitive and valuable to Vemma's business and is being made available to you solely and exclusively for purposes of furthering the sale of Vemma products and prospecting, training and sponsorship of third parties who may desire to become Vemma Brand Partners and to further build and promote your Vemma business. You specifically warrant and represent to Vemma that you have become a Brand Partner for the sole purpose of building a Vemma business and have no ulterior motives for becoming a Brand Partner, including but not limited to gaining access to the Confidential Information for business purposes not associated with running a Vemma business.

DEFINITIONS

In addition to those materials described above, "Trade Secret" 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.

CONFIDENTIAL INFORMATION

1. Whenever Vemma makes available to the Brand Partner Confidential Information, it shall be for the sole purpose of conducting Vemma business.
2. You shall not use, disclose, duplicate or otherwise make any Confidential Information available to anyone other than Vemma Brand Partners, without the prior written consent of Vemma.
3. You shall not directly or indirectly use, capitalize upon or exploit any Confidential Information for your own benefit, or for the benefit of anyone else, other than for the purpose of conducting your business for Vemma.
4. You 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 Vemma's rights.

FURTHER RESTRICTIVE COVENANTS

In consideration to Vemma for the receipt of Confidential Information, you further agree that for the term of your Brand Partner Membership, you 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 Vemma's contractual relationships with any Vemma Brand Partner. Without limiting the generality of the foregoing, for the term of your Brand Partner Membership, **you agree not to directly or indirectly, contact, solicit, persuade, enroll, sponsor or accept any Vemma Brand Partner, Vemma Customer or anyone who has been a Vemma Brand Partner or Customer 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.** Furthermore, during the term of your Membership, you are prohibited from appearing in, being referenced in, or allowing your name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials or activities for any direct sales company other than Vemma. This includes, but is not limited to, sending e-mails, maintaining a Web site, attending meetings or participating in conference calls or other recruiting, field or company-related events or activities for any direct sales company other than Vemma.

In addition, any action taken by a Brand Partner while building their organization that is found to be detrimental to Vemma will be subject to disciplinary action, up to and including suspension and/or termination of his or her Membership. This type of action includes, but not limited to, manipulative building of super nodes and placement manipulation.

Violation of any provision of this policy constitutes a Brand Partners voluntary resignation and cancellation of his or her Agreement, effective as of the date of the violation, and forfeiture by the Brand Partner of all commissions or bonuses payable for and after the calendar month in which the violation occurred. If Vemma pays any bonuses or commission to the Brand Partner 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 Vemma.

In addition to being entitled to a refund of bonuses and commissions and to any damages arising hereunder, in the event a person or entity violates this policy, Vemma and any Brand Partner that experiences an adverse financial impact as a result of such person's or entity's violation of this policy shall be entitled to an accounting and repayment of all compensation, financial or other benefits which the person or entity directly or indirectly received and/or may receive as a result of, arising out of, or in connection with any violation of this Policy. Such remedy shall be in addition to and not a limitation on any damages, injunctive relief or other rights or remedies to which Vemma is or may be entitled to at law or in equity.

Violations of this policy are especially detrimental to the growth and success of other Vemma Brand Partners' businesses. In addition to relief sought by harmed Brand Partners, Vemma may also seek

and obtain from the violating Brand Partner damages for violations of this policy. If litigation or arbitration is undertaken to recover commissions, bonuses or damages as specified herein, the prevailing party shall be entitled to an award of attorney's fees and expenses.

TERM

The agreements contained in the "Confidentiality Information" section of these policies and procedures shall remain forever and in perpetuity. The agreements contained in the "Further Restrictive Covenants" section of these procedures shall remain in full force and effect during the term of the previously executed Membership Agreement between Vemma and you, and thereafter until the latter of one (1) year from your latest receipt of any Confidential Information or nine (9) months after the expiration, resignation or termination of such Membership Agreement.

RETURN OF INFORMATION

Upon termination of the Membership Agreement between Vemma and you, you shall return all copies of the Confidential Information in the Brand Partner's possession or control. Upon request by Vemma, you shall certify to Vemma, by sworn affidavit that you have returned all copies of the Confidential Information in your possession or control and that no other copies of the Confidential Information exist in your possession or control.

BREACH AND REMEDIES

You acknowledge that Vemma would suffer irreparable harm as a result of any unauthorized disclosure or use of the Confidential Information and that monetary damages are insufficient to compensate Vemma for such harm. Therefore, if you are in breach of these policies and procedures, Vemma is entitled to a temporary restraining order or injunction, without notice to you, restraining any unauthorized disclosure or use of the Confidential Information in addition to any other available remedy, including damages. In any such action, if Vemma prevails, you agree you are to reimburse Vemma for its costs and reasonable attorneys' fees incurred in connection with taking the legal action.

ADVERTISING & PROMOTIONAL GUIDELINES

TRADEMARKS, TRADE NAMES, COPYRIGHT MATERIALS AND ADVERTISING

The name and symbols of Vemma and other names as may be adopted by Vemma are proprietary trade names and trademarks of the Company.

LIMITED LICENSE TO USE COMPANY MARKS

Each Brand Partner is hereby licensed by the Company to use the Company's Federally registered trademarks, service marks, and other marks (hereinafter collectively referred to as "Marks"), in conjunction with the performance of the Brand Partner duties and obligations under the Brand Partner Agreement and the corresponding policies and procedures. All Marks are and shall remain the exclusive property of Vemma. The Marks may only be used as authorized by the Brand Partner Agreement and the Company's corresponding policies and procedures. The license granted herein shall be effective only as long as the Brand Partner is in good standing and in full compliance with the Company's policies and procedures. It is expressly prohibited for a Brand Partner to claim any ownership of the Company's Marks (i.e., registering for a business name using the Company's Marks, etc.) unless it has been approved in writing by the Company.

Any Vemma Brand Partners with a domain name utilizing any of the Company's Marks (i.e. "Vemma", "V2 Fridge Brick", "Verve", etc.) are subject to the Company's right to request the Vemma Brand Partner domain name be transferred to the Company. All Vemma Brand Partners must continue to adhere to all other Vemma policies and procedures and the Advertising & Promotional Guidelines. Vemma Brand Partners must also state on their Web site(s) that they are an Independent Brand Partner. Testimonials, health/medical claims, income claims or disparaging domain names, comments, remarks, etc. will not be allowed. Vemma reserves the right to take appropriate actions for any violations of this policy.

These Marks are of great value to Vemma and are supplied to each Brand Partner for each Brand Partner's use in an expressly authorized manner only. Brand Partners agree not to advertise Vemma products in any way other than the advertising or promotional materials made available to Brand Partners by Vemma and materials pre-approved by Vemma's Compliance Department. Brand Partners

agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or Vemma marketing program, or in any other manner, any material which has not been copyrighted and supplied by Vemma, unless such material has been submitted to Vemma and approved in writing by Vemma before being disseminated, published or displayed. Vemma Brand Partners agree to make no false or fraudulent representations about Vemma, the products, the Vemma Compensation Plan or income potentials.

In addition, Vemma Brand Partners are allowed a limited license to download approved Company images from its Web site in conjunction with the performance of the Brand Partner duties and obligations under the Brand Partner Agreement and corresponding policies and procedures. However, Vemma has certain images on its Web site that are prohibited from downloading. These images will be specifically marked as "copyrighted" and cannot be downloaded. A violation of this policy will be subject to disciplinary action, up to and including suspension and/or termination of your Brand Partner Membership.

INTERNET ADVERTISING

All Vemma Brand Partners agree and acknowledge that all Internet advertising, Web sites and listing pages must be approved in writing by Vemma and must comply with all Vemma policies and procedures. If a Brand Partner chooses to create his or her own Web site, he or she must ensure the Web site is for informational purposes only and must be represented as an independent Brand Partner Web site. All product purchases and transactions must be done through Vemma's corporate Web site, including, but not limited to, its sign-up process and shopping cart feature (with the exception of VemmaBuilder). Selling Vemma products online through a non-company hosted or non-approved Web site is strictly prohibited.

PROMOTIONAL MATERIALS

A Vemma Brand Partner may develop his or her own marketing techniques, so long as they are not in violation of any Company, state, federal or local rules, regulations or statutes. Unless the Company's prior written approval is received, the use, production or sale of any sales aid or materials, other than those provided by, or approved in writing by, the Company, to other Vemma Brand Partners for use in promoting Vemma products is prohibited.

MEDICAL CLAIMS AND PRODUCT TESTIMONIALS

No claims as to the therapeutic, safety or curative properties of the products, or regarding the products, may be made except those officially approved by Vemma or as contained in the official Vemma literature. No Brand Partner may make any claims that Vemma products are useful in the treatment, prevention, diagnosis or cure of any disease. Medical claims regarding Vemma products are strictly prohibited. Brand Partners should recommend to any customer who is currently under a physician's care, or any medical treatment, to seek the advice of their healthcare provider before altering their nutritional regimen.

INCOME REPRESENTATIONS

Unless the Company's prior written approval is obtained, projections of income earnings and any potentially misleading income representations are strictly prohibited. The financial success of a Brand Partner depends entirely upon that Brand Partner's individual effort, dedication, and the training and supervision the Brand Partner provides to his or her downline and Vemma business.

REPRESENTATION OF STATUS

Any and all references the Brand Partner makes to him or her must clearly set forth the Brand Partner's independent contractor status. For example, if the Brand Partner has a business telephone, the telephone may not be listed under Vemma's name or in any other manner that does not disclose the independent contractor status of the Brand Partner.

PROHIBITION AGAINST PROMOTING OTHER PRODUCTS OR COMPANIES TO VEMMA BRAND PARTNERS/CUSTOMERS

Regardless of what type of product is sold by another direct sales company or network marketing company, Brand Partners shall not directly or indirectly solicit any Brand Partner or Customer to another direct sales company or network marketing company. This includes, but is not limited to, soliciting to join, sell or purchase products or services other than the Company products or services.

Brand Partners agree that the Company shall determine, in its sole and absolute discretion, whether any activity violates the provisions set forth in the above paragraph.

TELEPHONE / FAX / COMPUTER SOLICITATION

The use of Vemma's name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit Brand Partners or retail customers. Brand Partners agree to comply with the Telephone Customer Protection Act (TCPA), including but not limited to the Federal Communications Commission's prohibition against unsolicited telephone marketing calls, faxes, and text messages.

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.

Vemma does not engage in telemarketing activities and none of its Brand Partners are authorized to engage in telemarketing activities on Vemma's behalf. In addition, Vemma cannot give you legal advice. If you, as a Brand Partner 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.

Furthermore, although Vemma's policies and procedures, which are applicable to all Brand Partners, have always required you to fully comply with all federal, state and local laws, and Vemma has previously issued Rules and Regulations relating to telemarketing, we have recently concluded that even more restrictions on telemarketing activities are appropriate. Effective immediately, the following policies must be adhered to:

1. Autodialers. Brand Partners may not use autodialers to offer Vemma products, or the earnings opportunity.
2. Prerecorded or artificial voice messages. Brand Partners may not use prerecorded or artificial voice messages to offer Vemma products, or the earnings 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 messages. Brand Partners may not send a fax message or an e-mail 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 message.
4. Do Not Call Lists. Brand Partners 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. You must also maintain your own "Do Not Call" list that records the number(s) of any person or entity that requests that they not be contacted by you. Furthermore, you must maintain a written policy governing the "Do Not Call" list, and all personnel engaged in telephone solicitation on your behalf must be trained in the existence and use of the list. It is your 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 Brand Partners who promote the sale of Vemma products or the earnings opportunity by sending email, regardless of whether the Brand Partner 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.

Brand Partners may not send unsolicited commercial email or unsolicited bulk email (spam). Brand Partners are prohibited from sending messages unless the Brand Partner 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 Brand Partner 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 Brand Partner. "Affirmative consent" means that the recipient has expressly consented to receive the message, either in response to the Brand Partner's clear and conspicuous request for such consent or at the recipient's own initiative. Consent must specifically address receipt of messages regarding Vemma products or the earnings opportunity. It is the Brand Partner'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 a Brand Partner, it is your responsibility to abide by all applicable laws, as well as Vemma's policies and procedures, and to make sure that those who you supervise do so as well.

COMMERCIAL OUTLETS

Vemma products may not be displayed and/or sold to the general public in any office or business/commercial outlet, online, eBay, Internet store fronts (with the exception of Vemma's corporately-hosted Brand Partner Web sites) or through home shopping network programs (i.e., HSN, QVC). Exceptions to this rule are in the "Trade Shows and Expositions" section and the "Bulk Pack Orders" section as defined below. Owners of commercial establishments may be sponsored into the business, but must conduct their Vemma business outside their store or in a private office/room that is not accessible to, or in view of the general public. This policy assures all Vemma Brand Partners an equal opportunity to be successful in their Vemma business.

Vemma Brand Partners may display and/or sell Vemma products in:

1. Offices and other areas located in private clubs that are not accessible to, or in view of, the general public; or
2. The private offices of professionals that operate by appointment only (e.g., doctors, dentists, chiropractors, etc.).

SOCIAL NETWORKING

All Vemma Brand Partners and/or Affiliates agree, acknowledge and affirmatively accept anything placed (photos, testimonials, statements, marketing materials, etc.) on a social networking Web site such as myspace.com, youtube.com, facebook.com, Blogger, etc. must adhere to the Advertising & Promotional Guidelines policy as well as all Vemma policies and procedures incorporated herein. Testimonials, health/medical claims, income claims, or disparaging comments, remarks, etc. are expressly prohibited and will not be approved or allowed.

TRADE SHOWS AND EXPOSITIONS

Vemma Brand Partners are encouraged to display and/or sell Vemma products at trade shows and expositions. Before submitting a deposit for an event, it is the sole responsibility of the Brand Partner

to contact the event sponsor to determine whether another Brand Partner has reserved a booth at such event. Accordingly, Brand Partners must be aware that more than one (1) Brand Partner may attend an event. All marketing materials displayed at the event must be company-provided literature or approved by Vemma, in advance, in writing, and must clearly identify the individual(s) as Vemma Brand Partners.

Vemma Brand Partners are not allowed to display and/or sell Vemma products in places where the sale is prohibited by State, federal, or local laws.

Vemma Brand Partners may not display and/or sell Vemma products at swap meets, garage sales or flea markets as these events are not conducive to Vemma's professional and high quality image.

BULK PACK ORDERS (U.S. only)

Brand Partners have an opportunity to purchase certain Vemma products in 40-Packs ("Bulk Packs"). Vemma products offered under this section are as follows:

- Vemma THIRST 40-Pack
- Verve Energy Drink or Verve Zero Sugar Energy Drink 40-Pack
- Verve Combo 40-Pack (Verve Energy Drink, Verve Zero Sugar Energy Drink and Verve Energy Shot)
- Verve Variety 40-Pack (combination of all Verve products)

For more information on the Bulk Packs, pricing, payment options, shipping and handling, please contact Member Services at 1-800-577-0777 or info@vemmagroup.com.

Vemma has established certain criteria that Brand Partners must abide by when purchasing these Bulk Packs:

- All Bulk Pack purchases must be authorized by your upline ("paid as" Presidential rank or higher). Authorizations must be submitted to Member Services by e-mail, facsimile and/or phone and must include the Brand Partner's VID and contact information as well as the authorizing upline VID and contact information.
- Retailing in big box stores or through food distributors is prohibited.
- Store owners of retail establishments must be an active Brand Partner of Vemma in order to retail the product
- Verve Energy Drinks are available for individual resale and must be sold at the suggested retail price of \$3 or higher.
- Verve Energy Shots are available for individual resale and must be accompanied by a sheet or card that includes the supplement facts panel, other ingredients, usage instructions, warnings, and storage instructions at the time purchase. In addition, the product must be sold at the suggested retail price of \$3 or higher.
- Vemma THIRST packets are not available for individual resale; each box of Vemma THIRST must be sold at the suggested retail price of \$65 per box.
- Damaged and/or incomplete orders should be reported to Member Services immediately.
- All Bulk Pack purchases are final. No returns will be accepted.

If a Brand Partner violates these policies, the Brand Partner and its upline Presidential or higher, who authorized the Bulk Pack order, will be subject to disciplinary action, up to and including suspension and/or termination of their Vemma Memberships.

AUDIO AND VIDEO RECORDINGS

All Vemma materials, whether printed, electronically produced, computer generated on film, or produced by sound recording, are copyrighted and may not be reproduced, in whole or in part, by Vemma Brand Partners or any other person, except as authorized by Vemma. Permission to reproduce any materials will be considered only in exceptional circumstances.

Brand Partners are prohibited from making audio or video recordings of speeches, discussions, conference calls, or other presentations made by any Vemma company officer, authorized agent, representative or employee, unless specifically authorized in writing by a Vemma company officer.

A Brand Partner may not produce, sell or distribute literature, films, electronic or computer generated print media, or sound recordings that are similar in nature to those produced, published and provided by Vemma for its Brand Partners. Nor may a Brand Partner purchase, sell or distribute non-company materials, that imply or suggest that said materials originate from Vemma.

DISPLAY ADS

Any display ads or trademark advertising copy, other than covered in the foregoing rules, must be submitted to Vemma’s Compliance Department and approved by Vemma, in writing, prior to publication.

MEDIA INQUIRIES

Any inquiries by the media must be referred immediately to Vemma. The purpose of this policy is to ensure an accurate and consistent public image. Vemma Brand Partners may not act as spokespersons for Vemma without prior written approval from Home Office.

TELEPHONE/ONLINE DIRECTORY LISTINGS

White Pages. Brand Partners may list themselves in the white pages under "Vemma" provided that the words "Independent Distributor" or "Independent Brand Partner" immediately precede their name and/or telephone number.

Vemma	Doe, John--Vemma
Independent Distributor	Independent Brand Partner
Doe, John	987 Right Street 555-4321
987 Right Street 555-4321	

Yellow Pages. A Brand Partner is also permitted to place a pre-approved Vemma advertisement in the yellow pages at the Brand Partner's expense. Vemma suggests that these advertisements be placed in the Health and/or Nutrition products sections of the directory.

LABELING AND PACKAGING

Vemma Brand Partners may not re-label, modify or re-package any Vemma products, sales aids or Company provided materials under any circumstances.

NON-USE OF SPEAKER AND CELEBRITY LIKENESS

Vemma Brand Partners 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. Vemma Brand Partners are prohibited from altering, modifying and/or transferring press releases and/or celebrity photos to benefit their personal advertising purposes. Vemma Brand Partners 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 Vemma Nutrition Company.

Brand Partners found in violation of this policy will be suspended effective immediately. Brand Partners will be notified of the policy violation via e-mail and they will have forty-eight (48) hours to remove the non-compliant information from all web postings and marketing materials. Failure to comply may result in termination of the Vemma Membership.

THIRD PARTY VENDORS

As Vemma continues to grow and the Vemma brand continues to develop, it is imperative that Vemma maintain full control of how everything associated with Vemma is positioned in the marketplace. All Vemma merchandise and the manner in which it is sold, is strictly controlled by Vemma corporate office. Vemma will address any unapproved Vemma Brand Partner vendors as they are brought to the attention of Vemma corporate.

ADDITIONAL POLICIES

AMENDMENTS

In order to maintain a viable marketing program and to comply with changes in federal, state, jurisdictional, local laws or economic conditions, the Vemma Brand Partner acknowledges that Vemma may modify or amend Company policies or its Compensation Plan at any time. Such modification or change shall be binding on the Brand Partner, except for the Dispute Resolution Agreement contained herein. Any modification or change to the Dispute Resolution Agreement contained herein shall not apply to a dispute of which Vemma has actual notice on the date of the modification or change. Any termination of the Dispute Resolution Agreement contained herein by Vemma shall not become effective until ten (10) days after Vemma gives notice of the termination to all Brand Partners, as provided below, or as to disputes which arose prior to the date of termination. All Brand Partners have a duty to keep current on policy and marketing changes. Receipt of notice of such changes shall be conclusively presumed when Vemma has posted such changes on its Web site at vemma.com.

NON-WAIVER PROVISION

Vemma reserves the right to waive any provision of these policies. However failure of Vemma to exercise any rights in its Policies and Procedures, Brand Partner Agreement or Compensation Plan shall not constitute a waiver of Vemma's right to demand compliance therewith. Waiver of any requirement may only occur by express written waiver executed by an authorized officer of Vemma. Any such waiver shall not constitute or operate as a waiver of any prior or subsequent breach of that term or any other terms or conditions.

ETHICS, COMPLIANCE WITH APPLICABLE LAWS

Vemma is a family-oriented business that expects its Brand Partners to conduct themselves with the highest ethics and integrity. Each Brand Partner confirms that he or she has never been convicted of a felony, charged with any crime involving moral turpitude or violated any court order. If a question arises regarding the propriety of a Brand Partner's current or past conduct which might reflect negatively on Vemma, or constitute a violation of Vemma's policies and procedures, or present a potential danger to other Brand Partners or customers, Vemma shall be notified immediately. Such notification should be in writing and include specific facts.

Each Brand Partner shall abide by all federal, state, jurisdictional, county and local laws and will conduct his or her Vemma business with the utmost integrity and honesty. The making of false or misleading statements regarding the Company, its products, Referral Bonus Plan or other opportunities shall be grounds for immediate termination.

NONDISPARAGEMENT

During the term of a Vemma Brand Partners Agreement and for a period of twelve (12) calendar months following the termination of such Agreement for any reason, a Vemma Brand Partner shall not disparage other Vemma Brand Partners, Vemma's products, services, Referral Bonus Plan, or Vemma's employees or officers to other Vemma Brand Partners or third parties. "Disparage" shall mean making statements, whether true or false, that: (i) discredit or detract from the reputation of Vemma, its products, services, Referral Bonus Plan, employees or Vemma Brand Partners; or (2) that present any of the foregoing in a negative light. Any questions, suggestion or comments regarding these issues should be directed in writing to Vemma's Corporate Offices only.

INDEMNITY AGREEMENT

In the conduct of Brand Partner business, each Brand Partner shall refrain from all conduct that might be illegal, or harmful to the reputation of Vemma or its products, including but not limited to, conduct inconsistent with the public interest, that is discourteous, deceptive, misleading, unethical or immoral or any action that constitute such Brand Partner's breach of any of the terms of this Agreement. Each Brand Partner shall:

1. Hold harmless and indemnify Vemma, its officers, directors, employees and agents for any claims, damages or liabilities arising out of Brand Partner's business practices, including such Brand Partner's breach of any terms of these Policies and Procedures, and this Agreement. This indemnity specifically includes any attorneys' fees incurred by Vemma as a result of the foregoing; and

2. Specifically authorize Vemma to offset any such claims, costs, expenses, legal fees, damages or liabilities against any and all commissions payable to such Brand Partners. Brand Partners found to be engaged in unethical, deceptive or misleading practices can be subject to disciplinary action up to and including termination of their Membership.

NON-PROFIT ORGANIZATIONS

Non-profit organizations must meet the same requirements as all other Vemma Brand Partners, and must agree to abide by all Vemma's policies and procedures. In addition, a U.S. or Asian non-profit organization must complete an Operating Under A Business Name Form and a W-9 Tax Form (U.S. only) and one (1) person must be designated the representative to transact business with Vemma on behalf of the organization. That designated representative is prohibited from having a simultaneous interest in any other Membership, in compliance with Vemma's existing policies. The non-profit organization must submit a certified copy of its Articles of Incorporation (or equivalent) evidencing that it is a non-profit organization, and any other documents requested by Vemma. Furthermore, the organization agrees that it shall have sole responsibility for ensuring compliance with existing federal, state and all applicable laws governing non-profit organizations, all required filings, payment of any required taxes and the maintenance of its tax status.

DISPUTE RESOLUTION AGREEMENT / WAIVER OF JURY TRIAL

If a dispute arises relating to any relationship between or among Vemma, its Brand Partners, officers, employees, distributors or vendors, or arising out of any products or services sold by Vemma, the parties agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory matter.

In the event such efforts are unsuccessful, either Party may serve a Notice of Mediation/Arbitration on the other Party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier, and shall be effective upon receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by an officer or responsible official of the Party to whom it is addressed. The Notice of Mediation/Arbitration shall be dated, and without prejudice to any right under the applicable rules permitting subsequent modifications, it shall specify the claims or issues that are to be addressed in the mediation/arbitration. The Parties shall thereafter schedule a mediation to occur in Maricopa County, Arizona, within forty-five (45) days of receipt of the Notice of Mediation/Arbitration.

If the dispute cannot be resolved by mediation, the Parties 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 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 all Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure.

The Parties shall attempt to select a mutually agreeable mediator/arbitrator. If no agreement on a mediator/arbitrator can be reached within fourteen (14) days of the first written notice of intent to mediate/arbitrate, and the parties do not mutually agree to waive this provision, a mediator/arbitrator shall be selected in accordance with the Commercial Rules of the A.A.A. from A.A.A.'s panel of mediators/arbitrators. Either Party may elect to participate in the mediation and/or arbitration telephonically.

This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the State of Arizona, exclusive of its conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this agreement 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 thereof. The arbitration shall be conducted on an individual, not class-wide basis, and 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 further expressly agree: (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, (iii) the sole and exclusive jurisdiction and venue for the arbitration shall be in Maricopa County, Arizona, (iv) the Party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of the arbitration including, but not limited to, attorneys' fees and the cost and expense of administering the arbitration proceedings, as well as any costs and attorneys' fees incurred in executing or enforcing the arbitration award; and (v) the arbitral award shall be issued in Maricopa County, Arizona, USA. Except as provided in the following sentences, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter has been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this dispute resolution policy, either Party may apply to a court of competent jurisdiction in Maricopa County, Arizona, to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any Party to submit any claim seeking relief, other than injunctive relief, to arbitration. Judgment upon the award may be entered by the United States District Court or Maricopa County Superior Court located in the State of Arizona, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be if the arbitrator's award or decision is not complied with within seven (7) days of the issuance of the arbitrator's award or decision. Arbitration shall be the sole and exclusive procedure for resolution of disputes between the parties, including any disputes that might arise after termination of this agreement.

POLICIES AND PROVISIONS SEVERABLE

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

CUSTOMER PROGRAM

To allow individual to participate in this opportunity, Vemma has created a Customer Program for individuals who choose not to become a full-time Vemma Brand Partner.

As a Vemma Customer, you will be allowed to purchase the Vemma products directly from the Company. The advantages you have as a Vemma Customer:

- Access to the Vemma line of wellness products;
- Choose to participate in the Auto-delivery Program;
- Commissions will be paid to your Enroller as long as the Enroller is qualified to earn bonuses according to the Vemma Compensation Plan;
- Have their orders paid to qualified upline Brand Partners, beginning with their sponsor or count towards cycle bonuses of qualified upline Brand Partners;
- Participate in the Vemma Compensation Plan by converting to Brand Partner status.

A Customer may elect to become a Vemma Brand Partner. To apply for Brand Partner status, a Customer must:

1. Contact the Member Services Department.
2. Express their intention to change status. Please note, the new Brand Partner must maintain the line of sponsorship. The Customer is bound to his or her original Sponsor and Enroller and may not elect to change sponsorship.
3. Once Vemma receives and processes the request, the status of Customer is changed to Brand Partner status.

As a Customer of Vemma, you agree to abide by Vemma's policies and procedures as incorporated herein.

CONTACT DETAILS

United States and Canada

8322 East Hartford Drive
Scottsdale, AZ 85255
Phone: 1-800-577-0777
Facsimile: 1-888-314-9827
E-mail: info@vemma.com

Returns address (**United States**)

Vemma Returns Center
407 S. 107th Avenue
Suite C52
Tolleson, AZ 85353 USA

Returns address (**Canada**)

Vemma Returns Center
1615 Clark Boulevard
Brampton, ON L6T 4W1

Australia

3/92 Township Drive
West Burleigh, Queensland 4219
AUSTRALIA
Phone: +61-7-55200731
Facsimile: +61-7-55200944
E-mail: ms@vemmaaustralia.com

Returns address

3/92 Township Drive
West Burleigh, Queensland 4219
AUSTRALIA

Caribbean

Paradera 151-C, Suite #1
Paradera, ARUBA
Phone: 297-583-8588
E-mail: vemmacaribe@gmail.com

Returns address: (Caribbean N.V.)

Paradera 151-C, Suite #1
Paradera, ARUBA

Europe

The Harbour
Kilcock
Co. Kildare
Ireland
Company Number 423877
Phone: 00 353 (0) 1 685 2455
Facsimile: 00 353 (0) 1 651 9596
E-mail: support@vemmaeurope.com

Returns Address:

c/o Timmermans Logistics BV
De Buskes 14
5087 MA Diessen
The Netherlands

Ghana

No. B34/10, Reindorf Crescent, W3,
Kaneshie
Accra, Ghana

Returns Address:

No. B34/10, Reindorf Crescent, W3,
Kaneshie
Accra, Ghana

Indonesia

Menara BCA 50th Floor, Grand Indonesia
Jl. M.H. Thamrin No.1
Jakarta 10310, Indonesia
Phone : +62 21 2358 4718
Facsimile : +62 21 2358 4401
E-mail: ms.indonesia@vemmasia.com

Returns Address:

Menara BCA 50th Floor, Grand
Indonesia
Jl. M.H. Thamrin No.1
Jakarta 10310, Indonesia

Japan

8322 East Hartford Drive
 Scottsdale, AZ 85255
 Phone: 0120-948-142
 Facsimile: 0120-948-142
 E-mail: japan@vemma.com

Returns Address:
 Vemma Returns Center
 407 S. 107th Avenue
 Suite C52
 Tolleson, AZ 85353 USA

Kenya

Vemma K Ltd
 Mombasa Trade Centre
 2nd Floor, South Tower
 Kenya

Returns Address:
 Vemma K Ltd
 Mombasa Trade Centre
 2nd Floor, South Tower
 Kenya

Malaysia

23-3, Block D, Jaya One
 72-A Jalan University
 46200 Petaling Jaya
 Selangor, Malaysia
 Phone: (603) 7955 2222
 Facsimile: (603) 7956 2222
 E-mail: ms.malaysia@vemmaasia.com

Returns Address:
 23-3, Block D, Jaya One
 72-A Jalan University
 46200 Petaling Jaya
 Selangor, Malaysia

New Zealand

3/92 Township Drive
 West Burleigh, Queensland 4219
 AUSTRALIA
 Phone: +64-9-889-0209
 E-mail: ms@vemmanzl.com

Returns address
 3/92 Township Drive
 West Burleigh, Queensland 4219
 AUSTRALIA

Philippines

Unit 208, 2nd Floor, Strata 2000 Bldg.
 F. Ortigas Jr. Road (formerly Emerald Ave.)
 Ortigas Center, Pasig City 1605, Philippines
 Phone: (632) 638 2455, 638 2456, 6382457
 Facsimile: (632) 638 2458
 E-mail: info.ph@vemmaasia.com

Returns Address:
 Unit 208, 2nd Fl, Strata 2000 Bldg.
 F. Ortigas Jr. Road (formerly
 Emerald Ave.)
 Ortigas Center Pasig City 1605,
 Philippines

Singapore,

Blk 1004 Toa Payoh North, #05-09
 Singapore 318995
 Phone: (65) 6396 3789
 Facsimile: (65) 6396 3787
 E-mail: asia@vemma.com; ms@vemmaasia.com

Returns Address:
 Blk 1004 Toa Payoh North, #05-09
 Singapore 318995

South Africa

13 Petunia Crescent
 Welgedacht, Bellville 7530
 Western Cape
 South Africa

Returns Address:
 13 Petunia Crescent
 Welgedacht, Bellville 7530
 Western Cape
 South Africa

Taiwan

5th Floor, No.36, Section 3
 Bade Road, Songshan District
 Taipei City 105, Taiwan
 Phone: (886) 22570 0032
 Facsimile: (886) 22578 2925
 E-mail: asia@vemma.com

Returns Address:
 5th Floor, No.36, Section 3
 Bade Road, Songshan District
 Taipei City 105, Taiwan

Uganda

Quality Hill Complex
1202 Gaba Road
Kampala, Uganda

Returns Address:

Quality Hill Complex
1202 Gaba Road
Kampala, Uganda

ADDENDUM A

ADDITIONAL POLICIES AND PROCEDURES FOR JAPAN

The statements below are required by Japanese law in the Gaiyo-shomen and Keiyaku-shomen. This regulation applies only to the Gaiyo-shomen and Keiyaku-shomen.

PROHIBITED ACTIVITIES

Brand Partners are prohibited from:

1. Enrolling a person without explaining the purpose of enrolling and explaining the Vemma products.
2. Enrolling a person or signing an application in a private setting without explaining the intent of the meeting. The exception would be enrolling a person in a public forum.
3. Neglecting to completely explain the products, performance, quality and price or misrepresenting the facts.
4. Neglecting to explain the cost of sign-up to a new Brand Partner and neglecting to inform the new Brand Partner of the type of bonus qualifications which a Brand Partner has to meet in order to be eligible to earn bonuses and neglecting to explain the types of bonuses and the amounts a Brand Partner could receive.
5. Enrolling prospective Brand Partners by making false income representations or misrepresenting the facts.
6. Neglecting to explain the return policies and the policies regarding resignation and, more specifically, about the "cooling-off" period.
7. Neglecting to explain important matters which influence the judgment of a prospective Brand Partner.
8. Intimidating or confusing a prospect in order to make them sign an application or discouraging them from terminating their Membership.
9. Enrolling or introducing Vemma opportunities at an inappropriate time.
10. Using the Vemma trademark (logo) or any symbols of Vemma without the permission of the Company.
11. Advertising Vemma by way of mass media and to a large number of the general public.
12. Violating any other related laws, rules and regulations and/or engage in any behavior suspected of such violations.

COOLING-OFF

Once a new Brand Partner has signed up, either on the day of receipt of the Keiyaku-shomen sent by Vemma or the day of receipt the initial products were shipped, whichever comes later, each new Brand Partner has a 20-day period during which they can cancel their Membership. This is a "No Questions Asked" right and is only valid during the first twenty (20) days and must be requested by fax, letter or postcard. This "Cooling-Off" period is simply a way to resign if a Brand Partner is not completely satisfied with their Membership, products, performance, quality or any other reason. Furthermore, the resigning Brand Partner will not be required to pay for their initial product order. If a Brand Partner has already paid the full or partial price of the products, Vemma will issue a full refund immediately by the original payment method. Vemma will not seek restitution or penalize the Brand Partner due to its "Cooling-Off" policy. The Brand Partner's account will receive a "negative sale" for the returned order(s). The Brand Partner will not be qualified to earn bonuses until the "negative sale" has been satisfied. Any advancements in the Vemma Compensation Plan, bonuses or awards achieved as a result of these purchases will be reversed and the amount(s) deducted from the Brand Partner's refund. The Company will place a debit on the account(s) of the upline Brand Partners for any commissions, rebates, bonuses or awards received or paid on product returned from a Brand Partner.

If a Brand Partner is threatened by someone because of their choice to terminate their Membership and the "Cooling Off" period has lapsed, Vemma will honor the request after the 20-day "Cooling Off" period if a written explanation is sent.

RETURN POLICY (AFTER "COOLING-OFF" PERIOD EXPIRES)

Brand Partners or Customers requesting a return may do so according to the following guidelines:

1. The Brand Partner's application date must be within one (1) year of the date of the return request.
2. The request for return must be from the person who purchased the product.
3. The Brand Partner has ninety (90) days from the date of the original product purchase in order to request a return. In addition, the product must be in good, restockable, resalable condition and not opened, used or damaged.

Brand Partners or Customers must contact the Company in order to receive a Return Merchandise Authorization ("RMA") Number to return product. Please see the Company's Returns Policy section as incorporated herein. All returns must be sent pre-paid and the Brand Partner or Customer is responsible for the cost of shipment. Brand Partners or Customers are encouraged to use a traceable means of transport, as Vemma is not responsible for items lost in transport. A credit will be issued for one hundred percent (100%) of the purchase price, less shipping and handling, to the method originally used for payment. Any bonuses achieved as a result of these purchases will be deducted from that Brand Partner's refund. The difference will be levied in case the bonuses achieved are more than the refund.

The Brand Partner's account will receive a "negative sale" for the returned order(s) and a refund will be processed immediately after Vemma receives the returned product.

HANDLING PRODUCTS (HEALTH SUPPLEMENT)

Name of Product and pricing information are available on a separate sheet.

RIGHT TO REFUSE CREDIT PAYMENT

If a Brand Partner or Customer has been charged for product they have not received or a material misrepresentation has been made, Brand Partners and/or Customers can refuse to pay for the charge and payment from the credit company can be refused.