



POLICIES AND PROCEDURES

VIVA Life Science™, Inc.

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VIVA Life Science, Inc., hereinafter sometimes referred to as the "Company" or "VIVA," is a nutritional company, which has direct contractual relationships with its Independent Marketing Representatives (IMRs). The Company sells its products to and through its IMRs and because of the person-to-person nature of the direct sales method employed by the Company, it is essential that the Company obtain a high degree of loyalty and motivation among its IMRs, and that its IMRs comply with all applicable statutes, laws, regulations and ordinances.

The contract between the Company and its IMRs (the "Agreement") includes the IMR Application and Agreement signed by each IMR prior to acceptance by the Company, the Policies and Procedures, the Equity Plus Compensation Plan, the (optional) Genealogy Non-Disclosure Agreement, and other publications and documents published by the Company from time to time containing rules and regulations binding upon its IMRs.

In order to maintain a viable network marketing program, the Company expressly reserves the right from time to time to make such amendments or modifications to its Agreement with its IMRs, which the Company deems necessary or advisable in its sole discretion. Such amendments or modifications shall become binding upon the Company and its IMRs upon publication by the Company or such date thereafter as the Company shall specify. The IMR's continued participation in reselling Company products, promoting the Company's business, or accepting compensation from the Company, after the publication of such modifications shall constitute the IMR's acceptance of and agreement to those modifications and shall constitute a legally binding amendment of the IMR's Agreement with the Company. The following Policies and Procedures become effective January 1, 2001. They supersede and replace any previously published Company materials, including previously published Policies and Procedures.

INDEPENDENT MARKETING REPRESENTATIVE STATUS

1. Independent Marketing Representative

An Independent Marketing Representative (IMR) is someone who has read, completed and agreed to be bound by each term and condition of the VIVA Life Science IMR Application and Agreement, and who has been accepted by the Company as an IMR. An IMR must be of legal age to enter into binding contracts under the laws of the State of California and the laws of state in which the IMR resides. The Company reserves the sole and exclusive right to decline any application submitted to be an IMR.

The term "IMR" shall refer to any and all persons at all positions in the Equity Plus Compensation Plan. These Policies and Procedures shall be applicable to any and all IMRs of the Company.

The success of the Company's business and that of

its IMRs is based on sales to the end consumer. IMRs shall not purchase or encourage other IMRs to purchase quantities of product in excess of that needed for their own personal or family use, sales to the end consumer and to service the needs of their downlines and customers. Encouraging others to purchase inventory in excess of that amount shall be considered "Inventory Loading" and shall be strictly prohibited. IMRs are not required to maintain an inventory of the Company's products. No purchases or investments are required, for the right to sponsor other IMRs or to distribute the Company's products.

The Company does not assure, guarantee nor promise any specific amount of earnings to an IMR. An IMR's earnings will depend upon his/her resale of Company products and the recruitment of others who are successful at reselling the Company's products.

No individual may participate as an IMR in more than one capacity, in any form, at any time, whether directly or indirectly, and whether legally or beneficially. A husband and wife are prohibited from having separate IMR businesses. If you choose to include a spouse or partner as a co-applicant on the Agreement, any commission checks or other payments, and recognition will include the names of both the primary applicant and the co-applicant. However, when communicating with the Company, the identification number of the primary applicant will be the only acceptable means of identification.

2. Independent Contractor

An IMR shall be an independent contractor of the Company. Each IMR shall be solely and exclusively responsible for his or her own business activities, for compliance with all laws, ordinances and regulations, and for the payment of all federal, state, local, self employment and any other applicable taxes or fees.

An IMR is not an employee of the Company for federal or state tax purposes or for any other purposes, including, but not limited to, the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, income tax withholding, income tax, or any other laws, regulations or taxes covering employees. For other tax matters, see section 6, "Taxation."

An IMR is not a franchisee, joint venturer, partner or agent of the Company and is expressly prohibited from stating or implying anything to the contrary. An IMR shall have no right or power to incur any debts, contracts, obligations or liabilities on behalf of or binding upon the Company.

3. Corporations and Partnerships

A partnership or corporation may become an IMR. A partnership applying to be an IMR shall submit proper documentation to the Company, including, but not limited to, partnership agreement, partnership authorizations, certificate of good standing, and federal employment identification number. A corporation applying to be an IMR shall submit proper documentation to the Company, including, but not

limited to, articles of incorporation and any amendments thereto, bylaws, corporate resolutions, shareholder agreements, certificate of good standing, and federal employment identification number. Each partnership or corporation IMR application shall also contain a certification that no person with an interest in the partnership or corporation has had an interest or application to be an IMR within six (6) months prior to such partnership or corporation IMR application unless it is the continuation of an existing IMR business that is changing its form of doing business. Any IMR application without such minimum information shall be rejected.

Subject to the sole and exclusive approval of the Company, an individual may change his or her IMR status to a partnership so long as the documentation required in the prior paragraph shall be provided to the Company.

To form a new IMR position as a partnership or corporation or to change status to one of these forms of businesses, all partners, stockholders, officers, or directors in the partnership or corporation, and all shareholders, partners or other holders of an equity or income interest must sign the Application and agree to be bound by the IMR's Agreement with the Company. A list of the names of each shareholder of the corporate applicant or the names of each partner of the partnership applicant must accompany the IMR Application. The partner or officer who submits this letter must be authorized to enter into binding contracts on behalf of the partnership or corporation.

If there shall be any direct or indirect change in ownership of any partnership or corporate IMR equal to or greater than fifty percent (50%), then such partnership or corporate IMR shall provide written notice to the Company within ten (10) business days of such change in ownership. Upon such change in ownership, the Company shall have the sole and exclusive right to revoke such partnership's or corporation's IMR status.

4. Fictitious Business Names

A person or entity may apply under a fictitious business name, provided all formalities and requirements under federal, state and local law are satisfied, and the IMR Application includes the signatures of all persons acting under or holding an interest in the IMR.

5. Indemnity Agreement

An IMR does hereby agree to defend, indemnify and hold harmless the Company and its officers, directors, shareholders, members, attorneys, agents, employees, contractors, other individuals, and its affiliated entities, from and against any and all claims, demands, liabilities, losses, costs, or expenses or any type or nature whatsoever, including but not limited to attorney's fees, arising or alleged to arise, or as a result from or in any way related to any act or omission of an IMR or in connection with the terms of these Policies and Procedures.

6. Taxation

Each IMR shall be solely and exclusively responsible for the reporting and payment of all local, state, and federal taxes, including, but not limited to,

taxes on sales and earnings as a reseller of the Company's products and earnings under the Company's compensation plan. Each IMR shall strictly comply with any and all federal, state, and local laws, regulations and ordinances relating to the operation of their businesses. Each IMR shall be solely and exclusively responsible for its own managerial decisions and expenditures, including, but not limited to, all estimated income and self-employment taxes. At the end of each calendar year, the Company will issue to each IMR any tax forms, including Internal Revenue Service Form 1099, as required by applicable law.

7. Annual Renewal

All IMR Agreements expire annually at the end of each calendar year, or such other date as the Company shall determine. Each IMR is required to renew its status as an IMR each year in order to maintain its status and benefits. Prior to such expiration date as an IMR, each IMR must send to the Company a completed renewal form along with the renewal fee then in effect. This fee may be deducted from commissions, if sufficient funds are available, prior to the expiration date as an IMR. Any renewal shall be processed in the IMR's country of enrollment.

The Company reserves the right in its sole discretion to accept or reject a renewal application. The first renewal fee is waived for the following year for IMRs who enroll on or after July 1st of that year.

Once an IMR attains a position within the Equity Plus Compensation Plan, that IMR shall retain that position unless it fails to renew or re-qualify for that position or is not accepted for renewal. Any IMR who is not renewed shall not retain any rights or benefits from the Company, and shall be deemed to have terminated all IMR relations with the Company, resulting in the loss of any and all rights and benefits under the Agreement, except for those provisions made under section 52, "Inventory Repurchase Policy." (See section 15, "Involuntary Termination" and section 20, "Appeal" below concerning the termination of an IMR.)

8. No Exclusive Territories

An IMR shall not have any exclusive territory for marketing or recruiting purposes, nor shall any IMR imply or state that he or she has an exclusive territory. There shall be no geographical limitations on any IMR sponsorship.

9. Social Security/Federal Employment Identification Number

Each IMR must keep a valid Social Security Number or federal employment identification number, whichever applicable on file with the Company.

10. Contractual Interference

An IMR shall not be restricted from selling other products or becoming an IMR for any other network marketing company. However, each IMR of the Company hereby agrees that so long as it remains an IMR of the Company (and thereby deriving economic benefits from such activity), it shall not, directly or indirectly, including, by encouraging others to do what they may not themselves do, solicit or otherwise attempt to persuade any Company IMR to sell, re-sell or promote the products or services or business opportunities of any other direct sales, multi-level marketing or network marketing company, or attempt to persuade any IMR to substantially decrease its activities as an IMR of the Company. Such acts directly interfere with the contractual relationships and favorable economic relations between the Company and its

IMRs. Any IMR which violates this policy shall be immediately subject to termination as an IMR, and the Company may pursue all available remedies by law and in equity, including those relating to breach of contract and tortious interference, and including those affording injunctive relief.

SPONSORING, TRAINING, AND DISCIPLINARY ACTION

11. Sponsoring

a) An IMR may sponsor other persons, partnerships or corporations to become an IMR of the Company within the United States and its possessions. The Company reserves the sole and exclusive right to approve such sponsored person, partnership or corporation. A sponsor shall only be compensated by the Company for the generation of bonus volume, and shall not receive any compensation for the sponsoring of any new IMR into the program.

b) International sponsoring will be approved by the Company in its sole and exclusive discretion, subject to the procurement of all necessary approvals and other entrance requirements have been satisfied. International sponsoring in advance of Company approval shall be grounds for immediate termination as an IMR.

12. Independent Marketing Representative's Responsibility

Each IMR shall use its active and best efforts at all times to promote and sell the Company's products and to promote the Company's business opportunity. Any IMR who chooses to sponsor any other IMRs must thereafter use its best and continuing efforts to provide bona fide guidance, encouragement, and support to any sponsored IMR and its downlines. Each IMR is responsible for supervising and supporting each IMR it sponsors and who are in its commissionable downline. Each sponsoring IMR shall maintain, at the minimum, monthly communication and support to IMRs in its downline, including, but not limited to, personal contact, telephone communication, written communication, electronic communication and attendance at IMR meetings. Any IMR who sponsors an IMR is required to ensure that such sponsored IMR is properly trained with respect to the Company's product line, Policies and Procedures, Equity Plus Compensation Plan, and sound business practices. Specifically, a sponsor's training responsibilities include, but are not limited to:

a) Spending as much time with a new IMR as is required to introduce him/her to the Company's product line, Equity Plus Compensation Plan, and Agreement with its IMRs, including the Policies and Procedures.

b) Training the new IMR to correctly complete a sale, including how to fill out order forms and IMR Applications.

c) Initiating periodic contact for the purpose of training and motivating new IMRs. New IMRs outside the sponsor's geographic area should be supported by sufficient mail, fax, e-mail, and telephone contact.

13. Transferring Sponsorship

The decision whether to allow a transfer of sponsorship will be made in the Company's sole and exclusive discretion, and such transfer of sponsorship shall be permitted only in extraordinary circumstances. The Company does not permit, except under very special circumstances, the transfer of an IMR from one sponsor to another. A request for transfer of sponsorship pertains only to the IMR making the request, and does not include any downline organization.

In order to change sponsors, the IMR must:

a) Have a valid reason for changing sponsors.

b) Submit a letter to the Company requesting the change and explaining the reason for the change. This letter must have the signatures of all upline IMRs up to the ninth generation of Directors.

c) If a request is made for change of sponsorship, the IMR will be required to pay a processing fee specified by the Company.

14. Voluntary Termination

An IMR may voluntarily terminate its status as an IMR by sending written and notarized notice to the Company (no faxes accepted). Voluntary termination is effective upon receipt of such notice by the Company at its corporate office. Notification of the termination may be forwarded to affected parties.

An IMR who has voluntarily terminated its status as an IMR, and wishes to become an IMR again, must submit a new IMR application and fee to the Company. The Company reserves the sole and exclusive right to approve such re-application to be an IMR. If such re-application is approved by the Company, then such IMR, at its election, may return under the same sponsor at any time and there is no waiting period. However if such IMR is returning under a different sponsor there is a six (6) month waiting period before such IMR may complete the re-application process. In either case such IMR must begin again as an Associate, or comparable level, and re-build a new sponsored downline.

15. Involuntary Termination

The Company reserves the right to terminate the participation of any IMR, who in the judgment of the Company, has violated the terms of the IMR's Agreement with the Company (including but not limited to the IMR Application and Agreement, the Policies and Procedures, and Genealogy Non-Disclosure Agreement as amended from time to time) or any laws, or for any other acts or omissions which the Company deems to be inimical or harmful to the best interests of other IMRs or of the Company. Involuntary termination shall be effective when mailed by certified mail (return receipt requested) or sent by air freight service to the IMR's current address as shown on the Company's corporate records, or when the IMR receives actual notice, whichever comes first.

16. Effect of Termination

Voluntary or involuntary termination results in the termination of the status, rights and benefits of the IMR under the Agreement between the IMR and the Company, including any income with respect to the sponsored downline, except for those provisions made under section 52, "Inventory Repurchase Policy." Upon termination, the IMR agrees to immediately cease and desist from selling the Company's products, sponsoring IMRs, using the Company's promotional materials, trademarks, trade names, service marks, logos and color schemes, representing itself as an IMR, or acting in any way which may be adverse or harmful to the business of the Company or its IMRs. The existing downline of the IMR will move up, however, the Company reserves the right, following an IMR termination, to hold the IMR position open for any length of time in order to provide funds for litigation, or for any other reason deemed appropriate by the Company.

17. Suspension

The Company reserves the right to suspend any IMR who violates the terms of the IMR's

Agreement with the Company (including but not limited to the IMR Application and Agreement, the Policies and Procedures, and Genealogy Non-Disclosure Agreement as amended from time to time) or for any other acts or omissions which the Company deems to be inimical to the best interests of other IMRs or to the Company. Suspension shall be effective when mailed by certified mail (return receipt requested) or sent by air freight service to the IMR's current address as shown on the Company's corporate records, or when the IMR receives actual notice, whichever comes first.

18. Effect of Suspension

Suspension of an IMR may constitute, throughout the term of the suspension, a suspension of some or all of the benefits normally accorded an IMR in good standing. The Company reserves the right in its sole discretion to determine the period of suspension. The right of a suspended IMR to receive compensation from the Company ceases immediately from the date of suspension through the end of the suspension period. A suspended IMR must cease selling the Company's products, sponsoring IMRs, using the Company's promotional materials, trademarks, trade names, service marks, logos and color schemes, representing him/herself as an IMR, and acting in any way which may be adverse to the business of the Company or its IMRs.

19. Other Disciplinary Action

The Company reserves the right to fashion and apply other disciplinary actions such as suspension of some or all of the commissions where the Company deems it appropriate in its sole and exclusive discretion.

20. Appeal

A suspended or terminated IMR may appeal the suspension or termination by submitting a letter of appeal which states the grounds of the appeal. This letter must be received by the Company within fifteen (15) days of the date of the mailing or receipt, whichever occurs first, of the Company's suspension or termination notice.

In the case of a suspension, if the Company has not received a letter of appeal by that deadline, the Company reserves the right to terminate the IMR immediately. If the appeal of a suspension is denied, the Company reserves the right in its sole discretion to determine the period of suspension, or whether to terminate the IMR.

In the case of a termination, if the Company has not received a letter of appeal by that deadline, the termination shall automatically become final. If the appeal of the termination is denied, the termination shall remain in effect as of the date of the Company's original termination notice.

21. Limits of Transferability

No IMR may sell, assign, or otherwise transfer his or her IMR entity (or rights) except as follows:

a) The sale of the IMR's business must first be offered in writing to the IMR's first immediate upline with terms and conditions, including price. The IMR's first immediate upline shall have the right of first refusal. The first immediate upline shall have ten (10) business days to accept or reject the offer. If the first immediate upline chooses not to purchase the IMR's business, the Company shall be entitled to purchase the IMR's business. If the first immediate upline chooses to purchase the IMR's business, the seller's position will be consolidated with the purchaser's position, and all existing downline will move up one level to the immediate upline of the selling IMR. This sale is subject to the Company's right of approval or disapproval, in its sole discretion.

b) If the first immediate upline declines, the sale of an IMR's business must next be offered in writing to the Company with the same terms and conditions, including price, as offered to the first immediate upline. The Company shall have a right of second refusal. The Company shall have ten (10) business days to accept or reject the offer. If the Company agrees to the specific terms of the sale, it shall be entitled to purchase the IMR's business. If the Company purchases the IMR's business, it reserves the right to hold open and retain ownership, sell or transfer ownership of the IMR's business, in its sole discretion. The IMR shall then have no further interest in the business whatsoever.

If the Company declines, the IMR's business may then be offered to any person outside the VIVA Life Science organization. It must be offered to such person(s) on the same terms and conditions, including price as offered to the first immediate upline and the Company. If the person(s) outside the VIVA Life Science organization agrees to the specific terms, the Company has the right to match the offer within ten (10) business days and shall be entitled to purchase the IMR's business. If the Company chooses not to purchase the IMR's business, the person(s) outside the VIVA Life Science organization shall be entitled to purchase the IMR's business. However, this sale to person(s) outside the VIVA Life Science organization is subject to the Company's right of approval or disapproval, in its sole discretion. The Company must first receive the proposed Purchase and Sale Agreement, including terms of payment, and an IMR Application from the purchaser of the IMR's business, as well as such further information and documentation as the Company shall require to evaluate the purchaser, terms of sale, and such other matters that the Company shall deem relevant or necessary for the exercise of its right of approval or disapproval.

c) An IMR's business or any rights, direct or indirect, relating to an IMR's business may not be sold or otherwise transferred by the IMR without prior written approval of the Company, in its sole discretion. No sale will be approved unless it includes a covenant by the seller not to solicit his/her downline IMRs for at least six (6) months after the effective date of the sale. An IMR's business or any right thereto which is under suspension, or subject to any disciplinary action or any investigation by or on behalf of the Company, may not be sold or otherwise transferred while such condition continues.

d) The purchaser of an IMR's business shall be responsible for all acts or omissions of the seller in contravention of the Agreements for a period of six (6) months after the date of the sale or transfer.

22. Changes in Independent Marketing Representative's Status

a) Death - Upon the death of an IMR, the rights and responsibilities of the IMR's business are passed on to the rightful heir(s). The heir(s) shall be bound by the terms and conditions of the original IMR Agreement and by the Company's Policies and Procedures, including all qualification requirements of the compensation plan.

b) Divorce - Upon divorce, the Company must be notified which former spouse will assume ownership of the IMR's business as determined by a court of competent jurisdiction. A change in ownership of the IMR's business will not take place until the Company receives a copy of the final divorce documentation. Should the party who does not assume ownership of the IMR's business desire to remain an IMR, he/she may do so by submitting a new IMR Application at the time the divorce documentation is submitted to the Company. He/she shall

then be entered as a new IMR under the sponsor of his/her choice. If there is any question over the disposition of the IMR's business or the income from the IMR's business, the Company may suspend the IMR's business and hold all commissions and bonuses until the dispute over the disposition is resolved by agreement between the parties or by an order from a court of competent jurisdiction.

c) Marriage - If two existing IMRs marry and one is directly sponsored by the other, they must either consolidate the two IMR businesses into one IMR business, or they must sell one IMR business. If there is not a direct sponsorship between the two IMRs who marry, they must sell one IMR business, according to the policies set forth in section 21, "Limits of Transferability."

d) Dissolution of Corporate or Partnership IMR business - Upon the dissolution of a corporation or termination of a partnership which owns the IMR business, the ownership of the IMR business will be transferred pursuant to the agreement among the shareholders or partners or upon the court of competent jurisdiction upon written notification to the Company. If one or more of the partners or shareholders in an IMR business terminates his/her ongoing relationship with the Company by leaving the partnership or disposing of his shareholdings, such parties, including the departing party, shall continue to be bound by the terms of section 10, "Contractual Interference," and section 23, "Confidentiality Agreement." If a dispute arises over the disposition of the partnership interest, assets, shareholdings, corporate assets, or the income from the IMR business, the Company may suspend the IMR business and hold all commissions and bonuses until the dispute over the disposition is resolved by agreement between the parties or by an order of a court of competent jurisdiction.

23. Confidentiality Agreement

Information contained in any downline report, bonus recap, Genealogy, or any other confidential report or document provided to an IMR by the Company is a "trade secret" of the Company and is transmitted to the IMR in confidence. The IMR agrees that for the term of the IMR Agreement and in perpetuity thereof he/she will not disclose any such information to any third party, directly or indirectly or use the information to compete with the Company or for any purpose other than supporting his/her own downline's VIVA Life Science business. By completing the IMR Agreement, the IMR and Company agree that, without this agreement of confidentiality and non-disclosure, the Company would not provide the information to the IMR. IMRs requesting a Genealogy or mailing labels will be required to sign a Genealogy Non-Disclosure Agreement, otherwise the Company will not provide the information to the IMR. The Company reserves the right, in its sole and exclusive discretion, to approve or disapprove any IMR's request for a Genealogy.

All documents, materials and other information provided to an IMR ultimately remains the property of the Company, and must be returned and surrendered to the Company immediately upon request by the Company or termination as an IMR.

24. Adding or Deleting a Co-Applicant

An IMR must request and submit a letter to the Company's IMR Services Department requesting the addition or deletion of a co-applicant. This letter must be signed by the applicant and the co-applicant, and must be properly notarized.

TRADEMARKS, LITERATURE, AND ADVERTISING

25. Limited License

The Company has certain trademarks, service marks, trade names, slogans, logos, symbols, and color schemes which are proprietary to the Company. Except for marketing materials, sample products, and advertising provided or sold to the IMRs by the Company, the IMR shall not use or display such trademarks, service marks, trade names, slogans, logos, symbols, and color schemes without express written permission from the Company. Any violation of this paragraph by an IMR shall subject the IMR to immediate termination.

26. General Advertising and Claims

a) An IMR shall not advertise the Company's products or business opportunities, including the Equity Plus Compensation Plan, in print or through any electronic medium except as specifically contained in the Company's official literature. Each IMR agrees to make no false and unsubstantiated claims, or fraudulent representation about the Company, the products, the Equity Plus Compensation Plan, or income potentials. No claims as to the Company's products, including but not limited to any therapeutic or curative properties about the products may be made, except those contained in the Company's official literature and approved by the Company. An IMR who violate the advertising policies is subject to immediate termination. Each IMR also agrees to strictly abide by the provisions of the Code of Conduct of the Code of Ethics of the Direct Selling Industry as it relates to advertising.

b) An IMR shall not advertise the Company's products or business in any way other than by use of advertising or promotional materials made available to the IMR by the Company. These materials may not be modified or enhanced other than by the insertion of the IMR's name, address and/or telephone number.

c) An IMR is prohibited from using the Company's trademarks, service marks, trade names, logos, slogans, symbols, and color schemes in advertising in a manner that would suggest or imply that they are employed by or are agents of the Company.

d) All advertisements must provide the name of only active IMRs.

27. Literature and Sales Aids

a) All the Company's materials, whether printed, on computer disk, on film or produced by audio or video recording are copyrighted and may not be reproduced in whole or in part by any IMR or any other person unless specifically authorized in writing by the Company. Television and radio broadcasts are expressly prohibited unless approved in writing by the Company.

b) An IMR may not produce, use or distribute any information relative to the contents, characteristics, or properties of the Company's products which has not been provided directly by the Company via any means, including, but not limited to, print, audio, video, or electronic media.

c) An IMR may not produce, sell or distribute literature, films, audio recordings, video recordings, or computer disks or other media which are deceptively similar in nature to those produced, published, and provided by the Company for its IMRs without express written consent from the Company. An IMR may not purchase, sell, or distribute non-VIVA materials which imply or suggest that said materials originate from the Company.

d) An IMR must abide by the terms and conditions of the Company's Internet Policy.

28. Telephone Answering/Messages

Each IMR is an independent contractor and prohibited from answering the telephone and/or using any telephonic message device that would in any way represent or imply that they are employed by or are the agents of the Company.

29. Telephone Listing

An IMR may be listed in telephone directories only as follows:

"Smith, Jane and John, Independent
VIVA Life Science Marketing Representatives,
Address and/or Telephone Number"
OR

"VIVA Life Science, Inc., Independent
Marketing Representative, Name,
Address, and/or Telephone Number"

30. Toll-free Numbers

An IMR may list any toll-free number under the name of his/her IMR business, as an Independent Marketing Representative, and must not represent he/she is employed by or is an agent of the Company.

31. Telephone Solicitation

The Company prohibits the use of its trademarks, service marks, trade names, slogans, logos, symbols or any of its product trade names or any copyrighted materials through telephonic devices, including computer networks, facsimile machines or other automatic calling devices for the purpose of soliciting any potential IMR or end consumers without express written consent from the Company.

32. Media

Media opportunities are not individual sales opportunities. All media opportunities must be referred to the Company's Sales and Marketing department. An IMR must not have any contact with the media without prior written authorization from the Company.

33. Donations

a) An IMR is permitted to make personal donations of product or funds to an organization or program provided they do not represent the donation as being from the Company.

b) Donations may not be made for the purpose of soliciting media coverage. If coverage of an event is solicited by the media, the Company's Sales and Marketing department must be notified immediately to review the media opportunity.

34. Business Cards

An IMR may order business cards using an independent printer who uses a format approved by VIVA or through VIVA's contracted printer. If an IMR's relationship with the Company has been terminated, that IMR must immediately cease the use of, and destroy all business cards using the Company's trademarks, trade names, service marks, logos, slogans, or color schemes.

35. Labeling and Packaging

An IMR may not re-label, re-package, or modify the Company's products in any way.

36. Fairs, Trade Shows

An IMR is permitted to promote, display and retail the Company's products at fairs, and trade shows. However, each IMR is responsible for contacting the authorities regarding any required permit or

like document with regard to participating in a trade show and/or convention. Each IMR is also responsible for any local, state, or federal taxes, fees or other such requirements pertaining to their participation and exhibit. If a permit or like document is required, a copy of the specific permit or like document must be submitted to the Company for our permanent records.

REBATES AND BONUSES

37. Application and Agreement

Rebates, bonuses and commissions are not earned and will not be paid for activities until the Company has received and approved signed IMR Application and Agreement forms from the IMR and his/her sponsor.

38. Calendar Month

Rebates, bonuses, and achievement levels are calculated on a calendar month basis. The last business day of the month is considered month-end.

39. Payment Date

Rebate and bonus checks for the Equity Plus Compensation Plan are paid on or about the 15th of the month following the month in which the rebates and bonuses were earned. For example, rebates and bonuses earned during the month of August are paid on or about September 15th. Commissions earned on international volume are paid on or about the 25th of the following month in which they were earned.

40. Bonus Recap Report

The Bonus Recap Report should be reviewed immediately by the IMR and any discrepancies must be reported within thirty(30) days. In the event the IMR fails to do so, it will be presumed that he/she agrees with the correctness, accuracy, and fairness of the statement rendered to him/her.

41. Keeping Track of Volume

IMRs are responsible for keeping track of their actual Personal and Group Volume during any given month and should not rely on the Company for interim reports. Information on Volume that is provided to you by the Company any time during the month is subject to change due to returns, non-payment, breakaways, etc. Purchase of sales aids and literature do not count towards Personal or Group Bonuses. Shipping, handling, sales tax, special handling charges and individual unit charges do not apply towards Personal or Group Volume.

42. Accounts Receivable Balances

The Company reserves the right to deduct any accounts receivable balance or any other amount owed by the IMR to the Company from the IMR's bonus and/or rebate checks.

PURCHASE AND SALE OF PRODUCTS

43. Stockpiling and Inventory Loading Prohibited

Each IMR will be subject to the terms contained on each purchase order and the procedures for placing such orders. The Company encourages each IMR to keep accurate sales records. The program is based upon sales to the ultimate consumers; therefore, all forms of stockpiling or inventory loading are prohibited. The Company recognizes that an IMR may wish to purchase products in reasonable amounts for personal consumption. However, the Company strictly prohibits the purchase of products in unreasonable amounts, or otherwise, for the purpose of qualification or advancement in the Equity Plus Compensation Plan.

44. Seventy Percent Rule

The success of the Company's business is based

upon an IMR's sales of product to the end consumer and on the IMR's own reasonable personal consumption. An IMR must sell at least Seventy Percent (70%) of the total amount purchased during any given month in order to receive any Bonuses. Each IMR is required to maintain the receipts of sales activity and produce proof of these receipts to the Company upon random checks. The Company's purpose is to ensure that these products are purchased for the purpose of reselling and reasonable personal consumption and not for the purpose of qualifying for any Bonuses. The Company reserves the right to withhold the payment of all Bonuses to any IMR who does not adhere to the Seventy Percent (70%) Rule.

45. Payment Options

Purchases may be paid by money order, cashier's check, personal check (if approved), Mastercard, VISA, American Express, and Discover Card.

46. Sales Tax

With some exceptions, most of the Company's merchandise is subject to sales tax. To ensure that state sales tax requirements are met, it is the policy of the Company to collect and remit all applicable sales tax. The amount of sales tax is based upon the Company's highest published price of the product calculated at the local tax rate of the location where the products are being shipped, or if the products are not being shipped, at the point of purchase. However, an IMR who wishes to personally collect and remit sales tax must furnish the Company with a true and correct copy of a current state Resale Tax Certificate showing a Resale Tax Number. Upon receipt, the Company will no longer collect and remit sales tax from that IMR.

47. Receipts and Pricing

Each IMR is required to provide all purchasers of products with written receipts. Although the Company provides a guideline for setting prices, an IMR may sell the Company's products at whatever price above wholesale they and their customers agree upon.

48. Price Changes

All VIVA product and marketing material prices are subject to change without prior notice.

RETAIL GUARANTEE AND REFUND POLICY

49. Customer Returns

Each IMR agrees to abide by the provisions governing the acceptance of customer returns as provided in the Responsibilities and Duties of the Code of Ethics of the Direct Selling Association. Each IMR is required to offer a thirty (30) day, 100% unconditional money-back guarantee to all customers, excluding shipping charges. Each IMR is responsible for honoring this guarantee. If a customer is dissatisfied with any VIVA product for any reason, he or she may return that product to the IMR from whom it was purchased within thirty (30) days for either a replacement or a full refund of the purchase price, excluding shipping charges. When an IMR receives the product back, that IMR may exchange the product with the Company for a new packaged unit within thirty (30) days. Exchanges for product other than what was ordered will be subject to a 10% re-stocking charge. To return any VIVA product, the IMR should call IMR Services for a Return Merchandise Authorization number ("RMA"). The package should be labeled "Attention: IMR Services," and shall include the sales slip showing date of purchase and state the reason for return.

50. Buyer's Right to Cancel

Federal law empowers a buyer to cancel certain

sales without penalty prior to midnight of the third business day after the transaction. The receipt of the Company contains all legally required notices; see section 47 "Receipts and Pricing." In addition, each IMR agrees to verbally inform the buyer of the three-day right to cancel at the time the buyer signs the contract and/or receipt. If the buyer has taken delivery of any goods, they may be returned with the notice in resalable condition. As soon as practically possible after receiving the notice, the IMR must refund all payments made under the contract or sale.

51. IMR Exchanges

IMRs may exchange products, literature, and sales aids in reusable and resalable condition at any time within thirty (30) days of purchase. Shipping costs for returned items shall be borne by the IMR. Exchange of products will be subject to a 10% restocking charge. Prior to the exchange of any products, literature or sales aids, IMRs must call IMR Services to obtain an RMA number. Merchandise must be returned within ten (10) days of receipt of the RMA number.

52. Inventory Repurchase Policy

An IMR who terminates his/her participation in the Equity Plus Compensation Plan may return unopened inventory (products and sales aids) in resalable condition (freight at IMR's expense). The Company will refund to the terminating IMR the net cost less a 10% restocking fee and all bonuses already paid to the IMR for merchandise returned by that IMR and less appropriate claims and set-offs which the Company has against that IMR, including bonuses paid to the IMR upon the volume of downlines upon or following the return of their merchandise. The Company will deduct from upline IMRs bonuses previously paid to them for merchandise returned by downline IMRs. The Company is not required to repurchase products after their commercially reasonable usable or shelf-life period has passed, nor seasonal, discontinued, or special promotion products if the Company disclosed prior to the IMR's purchase of them that they are not subject to the Company's repurchase obligation.

The Company's repurchase obligation is not intended to apply as a means of facilitating the movement of established individuals from one company's selling program to another, nor will it apply in cases involving the proselytizing of sales people from one company to another. Rather, the repurchase provision is solely intended to cover the individual who wishes to leave the business and believes that they were ill advised to purchase more inventory than they can sell.

The Company is not required to repurchase inventory from a person who in order to qualify for a bonus or other benefit has falsely certified that previously ordered inventory has been resold.

On a monthly automatic purchase plan, section 52, "Inventory Repurchase Policy" does not apply, the maximum refund allowable is the most recent month's autopurchase amount, excluding shipping, less a 10% restocking fee. Any IMR who wishes to discontinue the auto-purchase and terminate its IMR business must notify IMR Services in writing, and cancellation shall be effective thirty (30) days after receipt of the written notice by the Company.

All IMRs must call IMR Services to obtain an RMA number prior to returning merchandise. Merchandise must be returned within ten (10) days of receipt of the RMA number. Refund payment will be made as soon as practically possible after the

actual receipt of the returned items. If the auto-purchase was made by credit card the refund will be made to that credit card account. If the auto-purchase was made by check the refund will be paid by check to the IMR.

In any state in which a buy-back requirement has been enacted which is more beneficial to the IMR, the Company shall repurchase products in accordance with that state's enactment.

53. IMR Returns

An IMR may return their first product order (maximum one unit per item) for a full refund, excluding all bonuses already paid to that IMR for merchandise returned, and shipping charges, provided the Company receives notice of request for refund within thirty (30) days from the date of purchase. The Company will deduct from upline IMRs' bonuses previously paid to them for merchandise returned. IMRs must call IMR Services to obtain an RMA number prior to returning merchandise. Merchandise must be returned within ten (10) days from the receipt of the RMA number. Refund payment will be made as soon as practically possible after the actual receipt of the returned items. If the purchase was made by credit card the refund will be made to that credit card account. If the purchase was made by check the refund will be paid by check to the IMR.

54. Ordering

Subject to the terms and policies contained on each purchase order, the Company will fill orders when these guidelines are followed:

a) Mail Orders

For an IMR to receive actual Personal Volume on mail orders in a given month, the IMR's mail order and payment must be received by the Company no later than the last business day of the month (see definition under section 38, "Calendar Month"). Due to variable delivery times, mail orders must be sent far enough in advance of the cut-off date to ensure that they arrive in time.

Order forms: To eliminate confusion and expedite shipments, products should be ordered on the "VIVA Life Science Product Order Form."

Form of payment: Always staple payment to the order form when mailing orders. Acceptable forms of payment for mail orders are: VISA, Mastercard, American Express, Discover, money order, cashier's check, certified check, and personal check (if approved). All returned checks will be subject to a \$15.00 returned check charge. The Company will not accept checks from IMRs whose checks have been previously returned.

b) Telephone Orders

The Company will accept telephone orders only from IMRs whose IMR Application and Agreements have been received and entered into our computer database.

Before calling in the order, be prepared to give the following information:

1. Name and VIVA Life Science I.D. number
2. "Ordered by" name
3. "Ship to" address (if different from the address on your IMR Application and Agreement)
Note: we cannot ship to P.O. boxes, general delivery destinations or caller services.
4. The order in its entirety, with product numbers and quantities of each item
5. Form of payment (if credit card, please have card number, expiration date, and name on the card)

When the information is ready, call 1-800-243-VIVA. The first available representative will take your order. If you choose to fax your order, fax it to (949) 645-1044. IMRs should call to verify that their facsimile orders have been received. IMRs are responsible for monitoring their own accounts, and therefore, if an order is placed and there is non-payment for any reason (credit card declines, non-sufficient funds, etc.), the Company is not required to notify the IMR. The Personal Volume will not be credited until payment is collected.

55. Back Orders

Back orders will be shipped as soon as the product becomes available. Bonuses on back orders are credited to the IMR in the calendar month in which payment for the original order was received by the Company, or the following month if specified, not when the products were shipped or received.

56. Change Orders

Orders which are changed in any way after they have been placed with the Company will be subject to a \$20 change order fee.

57. Shipment Errors

If you receive an order in which an error has been made, you must notify the Company by telephone or in writing of the error(s) within five (5) working days of receipt of the order. The product must be returned unopened. IMRs must call IMR Services to obtain an RMA number prior to returning merchandise. Merchandise must be returned within ten (10) days from the receipt of the RMA number.

58. Damaged Shipments

In the event that damaged merchandise is received, follow these steps:

1. Unless the outside of box is damaged, accept the delivery.
2. Document on the delivery receipt the number and description of damaged boxes, and get the delivery person's signature as well.
3. Save the damaged products and boxes.
4. IMRs must notify the Company by telephone or in writing within five (5) working days and call IMR Services to obtain an RMA number prior to returning merchandise. Merchandise must be returned within ten (10) days from the receipt of the RMA number.

59. Short Shipments

If there is a discrepancy between the number of boxes received and the number listed on the invoice, allow three (3) working days from the date of shipment in case the shipment was split a few days apart. After the suggested waiting period, the IMR should notify the Company's IMR Services Department.

If individual products are missing from an order, contact the Company's IMR Services Department immediately.

60. Change of Address

IMRs must report all changes of address and personal information, by sending written notice with original signatures to the Company's office, attention: IMR Services. There is no fee for change of address within the U.S.

IMRs who change their residence between countries will be required to pay a \$50 change of residency processing fee.

CODE OF CONDUCT

61. Code of Ethics of Direct Selling Association
VIVA Life Science adheres to the Direct Selling Association's Code of Ethics. Each and every IMR shall abide by all terms and policies of the Code of Ethics. Copies of the Code of Ethics are available upon request from the Company. Any IMR who violates any provision of the Code of Ethics shall be subject to immediate termination as an IMR of the Company.

GENERAL PROVISIONS

62. Government Endorsement

Federal and State regulatory agencies do not approve or endorse direct selling programs or particular products. Therefore, an IMR may not represent or imply, directly or indirectly, that the VIVA Life Science program or its products have been approved or endorsed by any government agency.

63. Non-Waiver Provision

No failure of the Company to exercise any power under its Agreement, including these Policies and Procedures, or to insist upon strict compliance by an IMR with any obligation or provision herein, and no custom or practice of the parties at variance with these Rules and Regulations, shall constitute a waiver of the Company's right to demand exact compliance with these Rules and Regulations. Waiver by the Company can be affected only in writing by an authorized officer of the Company.

The Company's waiver of any particular default by an IMR shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other IMR. Nor shall any delay or omission by the Company to exercise any right arising from default affect or impair the Company's rights as to that or any subsequent default.

64. Governing Law; Jurisdiction and Venue

The terms and provisions of these Policies and Procedures and any dispute arising hereunder shall be construed under and governed by the laws of the State of California, without giving effect to the choice of law rules or law of California. Jurisdiction and venue over any legal action involving or related to these Policies and Procedures or any other aspect of the legal relationships of the Company and an IMR, in whatever regard or capacity, shall be proper exclusively in the state or federal courts located in Orange County, State of California, and no other court shall have jurisdiction.

65. Legal Compliance

The Company honors and complies with all federal, state and local regulations governing direct sales and network marketing and its products and requires every IMR to do the same.

66. Breach of Contract

As an IMR, you are required to understand and comply with these Policies and Procedures. Violation of any policy is grounds for termination. For a breach of any policy described herein, the Company shall be entitled to have the benefit of any remedy provided to it by law or in equity.

67. Entire Agreement

These Policies and Procedures, together with the Equity Plus Compensation Plan and the IMR Application and Agreement Form, constitute the complete agreement between an IMR and VIVA Life Science, Inc.

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