

**Provizion Global, LLC**

**Statement of Policies &  
Procedures**

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## 1.0 **INTRODUCTION**

### 1.1 **Mutual Commitment Statement**

Provizion Global, LLC (hereinafter referred to as “Provizion Global”) strives to develop a long-term and mutually rewarding relationship with its Compensation Plan participants (hereinafter referred to as “Independent Business Owner(s)” or “IBO’s”) and Customers.

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

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

## **1.2 Code of Ethics**

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

## **1.3 The IBO Agreement**

- a) Throughout these Policies & Procedures, when the term "IBO Agreement" and/or "Agreement" is used, it collectively refers to the most current version of the following along with any addendums or exhibits thereto:
  - (i) Provizion Global Policies and Procedures; and

- (ii) Provizion Global Compensation Plan.
- b) It is the responsibility of the Sponsoring IBO to provide the most current version of these Policies and Procedures (available on the Provizion Global website [www.provizion.com](http://www.provizion.com) ), the Income Disclosure Statement, the Provizion Global Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline IBOs. The Income Disclosure Statement is attached as Addendum 2 and is incorporated by reference for all purposes.

#### **1.4 Amendments to the Agreement**

- a) Because Federal, state, and local laws, as well as the business environment, periodically change, Provizion Global reserves the right to amend the Provizion Global Agreement as set forth on its website in its sole and absolute discretion. Notification of any such amendments shall appear in official Provizion Global materials, Provizion Global website, social media outlets and/or IBO's back office.
- b) Any such amendment shall be effective thirty (30) days following notice by one of the following methods:
  - (i) Posting on the official Provizion Global website;
  - (ii) Electronic mail (e-mail); or
  - (iii) Any Provizion Global communication channels or social media outlets (i.e. Facebook, Instagram, Twitter and/or Provizion Global App).
- c) Amendments to the IBO Agreement shall not apply retroactively.

### **2.0 BASIC PRINCIPLES**

#### **2.1 Independent Contractor Status**

- a) A Provizion Global IBO is an independent contractor. A Provizion Global IBO is not a franchisee, joint venture Partner, business Partner, employee, or agent of Provizion Global, and a Provizion Global IBO is prohibited from stating or implying, whether orally or in writing, otherwise. A Provizion Global IBO has no authority to bind Provizion Global to any obligation. Provizion Global is not responsible for payment or co-payment of any employee benefits. A Provizion Global IBO is responsible for liability, health, disability, and workmen's compensation insurance. A Provizion Global IBO is responsible for their own managerial decisions and expenditures including all estimated income and self-employment taxes. A Provizion Global IBO sets their own hours and determines how to conduct their Promoter business, subject to the IBO Agreement and any other guidelines that may be implemented from time to time.

#### **2.2 Becoming A Provizion Global IBO**

- b) To become an IBO, an applicant must:
  - (i) Be of the age of majority (not a minor) in his or her state of residence;



- (ii) Reside or have a valid address in the United States, U.S. territory or approved International NFR Market in which Provizion Global is licensed to operate.
- (iii) Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number (TIN) or federal Business Number);
- (iv) Enter a verified mobile phone number, which is not in use or associated with any other Provizion Global accounts. This will be verified through a verification code sent to the applicant's mobile phone number.

### **2.3 New IBO Registration**

- a) A potential new IBO may self-enroll on any IBO/Sponsor's website, subject to acceptance by Provizion Global of the applicant's online enrollment confirming the applicant has agreed to all terms and condition of the IBO Agreement. Provizion Global Enrollment Application.
- b) Electronically submitted and/or signed documents, including, but not limited to, online submissions automated credit card processing authorization documents, and the IBO Agreement, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed and/or submitted. False or misleading information, forged signatures or alterations to any document, including business registration forms may lead to sanctions, up to and including involuntary termination of the IBO's position.
- c) An applicant enrolling with Provizion Global must identify a Sponsor in the online enrollment process. If the applicant later enrolls and identifies a different Sponsor, Provizion Global will not accept the later enrollment. Provizion Global reserves the right, at its sole discretion, to make the final decision with respect to all such disputes.

### **3.0 PROVIZION GLOBAL IBO RESPONSIBILITIES**

#### **3.1 Correct Address**

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

#### **3.2 Training and Leadership**

- a) Sponsoring IBOs should have ongoing contact and communication with the IBOs in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, personal telephone calls, team conference calls, voicemail, e-mail, personal meetings, training sessions, events, workshops, and any other related contact.
- b) A Sponsoring IBO should monitor the IBOs in his or her downline organizations to ensure that downline IBOs do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, an IBO must provide documented evidence

to Provizion Global of his or her ongoing fulfillment of responsibilities set forth in this Section 3.2.

- c) Up-line IBOs are encouraged to educate and train new IBOs about Provizion Global's products and services, effective sales techniques, the Provizion Global Compensation Plan, compliance with these Policies and Procedures and any and all social media guidelines or any other guidelines issued by Provizion Global. Marketing product is a required activity in Provizion Global and must be emphasized in all recruiting presentations.
- d) Use of Sales Aids. To promote the Provizion Global products and the Provizion Global opportunity, IBOs are encouraged to use the sales aids and support materials produced or expressly authorized by Provizion Global. IBOs may use and publish marketing materials they design only after such materials have been approved by Provizion Global. An IBO's unauthorized use of sales aids or promotional materials, including but not limited to internet advertising and social media marketing on Facebook, Instagram, WhatsApp, WeChat and the like, is a violation of these Policies and Procedures. Additionally, publishing marketing materials that violate statutes or regulatory laws governing how Provizion Global's products or business opportunity may be marketed is a violation of these Policies and Procedures and may result in immediate termination of the publisher's Provizion Global account. Any such violations, could jeopardize the Provizion Global opportunity for all IBOs. Accordingly, IBOs must submit via email all sales aids, promotional materials, advertisements, websites, training material, flyers, along with any other literature to Provizion Global's Compliance Department for approval prior to use at: Compliance@Provizion.com. Unless the IBO receives written approval to use the submitted material(s), the request shall be deemed denied. All IBOs shall safeguard and promote the good reputation of Provizion Global and its products. The marketing and promotion of Provizion Global, the Provizion Global business opportunity, the Compensation Plan, and Provizion Global products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

### **3.3 Sponsorship**

- a) The Sponsor is the person who introduces an IBO or Customer to Provizion Global, helps them complete their enrollment, and supports and trains those in their downline.
- b) Provizion Global recognizes the Sponsor as the name shown on an applicant's first enrollment submission to Provizion Global.
- c) An applicant IBO may not enroll with Provizion Global as an IBO without personally accepting and agreeing to the terms and conditions of the IBO Agreement.
- d) Provizion Global recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Provizion Global will not allow IBOs to engage in unethical sponsoring activities.
- e) All active IBOs in good standing have the right to Sponsor and enroll others into Provizion Global. While engaged in sponsoring activities, it is not uncommon to encounter situations where more than one IBO has approached the same prospect. The new prospect will be sponsored by the first IBO who presented a comprehensive introduction to Provizion Global products or business opportunity.

- f) In the event of a dispute regarding Sponsorship, Provizion Global reserves the right to designate a prospect's Sponsor and all such determinations are final.

### **3.4 Unethical Sponsoring**

- a) Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition by attempting to acquire a prospect or new IBO away from a fellow IBO or influencing another IBO to transfer to a different Sponsor.
- b) Allegations of unethical sponsoring must be reported in writing to the Provizion Global Compliance Department within the first 30 days of the new IBO enrollment in question. If reports of unethical sponsoring are substantiated, Provizion Global may transfer the IBO or the IBO's downline to another Sponsor or organization without approval from the current up-line Sponsor. Provizion Global remains the final authority in such cases.
- c) Provizion Global prohibits the unauthorized manipulation of the Provizion Global Compensation Plan and/or the marketing plan to trigger commissions or cause the promotion of a downline IBO in an unearned manner (hereinafter, "Stacking"). Stacking occurs when a Sponsor places IBO(s) under an inactive downline without the IBO's knowledge to trigger unearned qualification for commissioning purposes. Stacking is an unethical and punishable offense which may result in immediate termination of the accounts of all IBOs, individuals and/or entities found to be involved.
- d) Any IBO who solicits or entices members of another direct sales company to sell or distribute Provizion Global products and services, bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an IBO alleging that they engaged in inappropriate recruiting of another company's sales force or customers, Provizion Global will not pay any of IBO's defense costs or legal fees, nor will Provizion Global indemnify the IBO for any judgment, award, or settlement.

### **3.5 Cross Sponsoring Prohibition**

- a) "Cross sponsoring" is the enrollment into a different line of sponsorship of an individual, or Business Entity, that previously enrolled with an IBO Agreement as an IBO. Actual or attempted cross sponsoring strictly prohibited and may result in termination of the offending IBO's account.
- b) The use of a Spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal Business Numbers, or fictitious ID numbers to evade or circumvent this Cross Sponsoring Policy is not permitted.
- c) This Policy does not prohibit the transfer of a Provizion Global business in accordance with Provizion Global Transfer of Sale or Transfer Policy set forth in these Policies.

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

- a) A Provizion Global IBO and/or Customer may participate in other direct sales, multilevel, network marketing or relationship marketing businesses or marketing opportunities, as long as it is not a Competing Product as defined herein. However, during the Term of this Agreement and for six (6) months thereafter, a Provizion Global IBO may not recruit any fellow Provizion Global IBO or Customer for any other direct sales or network marketing business, unless that fellow IBO or Customer was personally sponsored by such IBO.

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

#### **4.0 AGREEMENTS & GENERAL UNDERSTANDINGS**

##### **4.1 Rights Granted**

- a) Provizion Global hereby grants to the IBO a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
  - (i) Purchase Provizion Global products and services;
  - (ii) Promote and sell Provizion Global products and services; and
  - (iii) Sponsor new IBOs and Customers in countries where Provizion Global is currently authorized to do business or becomes authorized to business in the future.
- b) No feature of the Compensation Plan constitutes a personal purchase requirement to become an IBO, move up in rank, or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as an IBO.

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

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

## **4.3 Effect of Termination**

- a) Following voluntary or involuntary termination (collectively, "termination") such IBO:
  - (i) Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the IBO's former organization or any other payments in association with the IBO's terminated account;
  - (ii) Effectively waives any and all claims to property rights or any interest in or to the IBO's former downline organization; and
  - (iii) Shall receive commissions and bonuses only for the last full pay period in which the IBO was active prior to termination, less any amounts withheld during an investigation preceding an involuntary termination and less any other amounts owed to Provizion Global.
  - (iv) Upon termination or dormancy due to inactivity for one (1) year or more, the IBO forfeits all funds in its commissions and/or Pay-Out Accounts and authorizes Provizion Global to seize funds and close the Accounts.

## **4.4 Modification of the IBO Agreement**

An IBO may modify his or her existing IBO account to add a Spouse or partner to the IBO's account, or change the form of ownership from an individual to a Business Entity owned by the IBO by submitting a written request to Provizion Global's Support Department and returning any documentation requested by Provizion Global's Support Department.

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

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

#### **4.6 Change of Sponsors for IBOs**

- a) Sponsor changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the Sponsor as well as the IBO to be moved and in some cases the upline IBO(s).
- b) Sponsor changes are generally not permitted. However, Sponsor corrections can be made if they are reported to the Support Department within 72 hours from the time of enrollment. Sponsor corrections must be requested from the back office of the current (original) Sponsor, stating the reason that the correction needs to be made.
- c) At the discretion of Provizion Global, IBOs who have not ordered products or services for at least 12 months, and whose account has not been terminated, are eligible to re-enroll in Provizion Global under the Sponsor of their choice.
- d) Upon written notice to Provizion Global that a former IBO wishes to re-enroll, Provizion Global will "compress" (close) the original account. A new Provizion Global ID number will then be issued to the former IBO. In this scenario, an IBO does not retain former rank, downline, or rights to commission from the IBO's former account.
- e) Provizion Global reserves the right to correct Sponsor errors at any time and in whatever manner it deems necessary in its sole discretion.

#### **4.7 Change Organizations**

- a) If a Provizion Global IBO wishes to transfer organizations, he or she must submit a letter of voluntary termination to the Provizion Global Customer Support Department and remain inactive (place no orders, or be on an SmartShip) with or in Provizion Global for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor.
- b) Provizion Global retains the right to approve or deny any request to re-enroll after an IBO's termination.
- c) If re-enrollment is approved, the former IBO will be issued a new Provizion Global ID number and will be required to submit a new IBO Agreement. The IBO will not be entitled to keep any former rank, downline, or rights to commission from any prior organization.
- d) Once an IBO has resigned from Provizion Global, the former IBO is prohibited from selling any remaining products online or otherwise, and will be subject to a fine for any violations.

#### 4.8 Voluntary Termination

- a) An IBO may immediately terminate his or her position by submitting a written notice or email to the Provizion Support Department at [support@provizion.com](mailto:support@provizion.com). The written notice must include the following:
  - (i) A statement of the IBO's intent to terminate the Agreement and date of termination;
  - (ii) Provizion Global Identification Number;
  - (iii) Reason for terminating;
  - (iv) IBO's signature
- b) An IBO may not use voluntary account termination as a way to immediately change Sponsor. An IBO who has voluntarily terminated is not eligible to enroll with Provizion Global or have any financial interest in an IBO Position or any Provizion Global business for six (6) months from the receipt of the written notice of termination. A terminated IBO who promotes Provizion Global products or services during six (6) month waiting period by using another IBO's or Customer's referral codes is in violation of this provision and shall not be permitted to re-enroll.

#### 4.9 Involuntary Termination

- a) Provizion Global reserves the right to terminate an IBO's account for, but not limited to, the following reasons:
  - (i) Violation of any provision of the IBO Agreement;
  - (ii) Violation of any applicable law, ordinance, or regulation related to the IBO's Provizion Global business; or
  - (iii) Engaging in unethical business practices or violating standards of fair dealing; or
  - (iv) Returning over \$500 worth of products, services and/or sales tools for a refund within a twelve (12) month period.
  - (v) IBO initiates, joins, or otherwise voluntarily participates in a lawsuit against Provizion Global, its directors, officers, employees, and/or agents.
- b) Provizion Global will notify the IBO in writing by via email, certified mail, return receipt requested or overnight documented mail, at the IBO's last known address, of Provizion Global's intent to terminate the IBO's account and the reasons for termination. The involuntary termination will be effective date as of the written notice.
- c) The former IBO shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Provizion Global products or services. Provizion Global will notify the active Up-line Sponsor within 10 days after termination. The organization of the terminated IBO will "roll up" to the active Up-line Sponsor on record.

- d) An IBO who is involuntarily terminated by Provizion Global may not re-enroll as an IBO, either under his or her present name or any other name or entity, without the express written consent of an officer of Provizion Global, following a review by the Provizion Global Compliance Committee. If such consent is granted, the IBO may not re-enroll for a position for twelve (12) months from the date of termination.

## **5.0 BUSINESS ENTITIES**

### **5.1 Definition**

- a) A corporation, partnership, limited liability company or trust (collectively referred to as a “Business Entity”) may enroll as an IBO.
- b) An IBO may change their status under the same Sponsor from an individual to a Business Entity in accordance with Section 4.4 of these policies.

### **5.2 Indemnification for Actions**

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

### **5.3 Insurance**

Business Pursuits Coverage. Provizion Global encourages IBOs to obtain insurance coverage for their Provizion Global business. A homeowner’s insurance policy does not cover business related injuries, or the theft of, or damage to, inventory or business equipment. IBOs should contact their insurance agent to make certain their business property is protected. In many instances, this may be accomplished with a “Business Pursuit” endorsement to an existing homeowner’s policy.

## **6.0 POLICY VIOLATIONS**

### **6.1 Reporting Policy Violation**

- a) An IBO who observes a policy violation by another IBO or Customer associated with Provizion Global should submit an e- mail to [Compliance@Provzion.com](mailto:Compliance@Provzion.com) stating all violations directly to the Provizion Global Corporate office. The message shall set forth the details of the incident as follows:
  - (i) The nature of the violation (s);
  - (ii) Specific facts to support the allegations;
  - (iii) Dates;
  - (iv) Number of occurrences;
  - (v) Persons involved; and



- (vi) Supporting documentation.
- b) The Compliance Department will investigate the reported violation(s) and Provizion Global will take appropriate action if warranted.

## **6.2 Adherence to the Provizion Global Compensation Plan**

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

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

- a) Many cities, counties and townships have laws regulating certain home-based businesses. IBOs must comply with all local laws that do apply to them.
- b) A Provizion Global IBO or Customer shall comply with all federal and local laws and regulations in conducting his or her Provizion Global business.
- c) An IBO understands and agrees that he/she is solely responsible for all fines and liabilities incurred as a result of the IBO's violation of applicable law, regulations, and/or ordinances.

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

- a) An IBO accepts sole responsibility for and agrees to pay all federal, provincial and local taxes on any income generated as an IBO, and further agrees to indemnify Provizion Global from any failure to pay such taxes when due. Provizion Global encourage IBOs to consult with his/her tax advisor(s) to ensure they are compliant with all applicable laws and understand your tax consequences as an independent contractor. At the end of each calendar year, Provizion Global will issue to each Provizion Global IBO IRS form 1099, or other applicable documentation required by law, for non-employee compensation of a Provizion Global IBO.
- b) If an IBO's business is tax exempt, the Federal Taxpayer Identification Number must be provided to Provizion Global in writing.
- c) Provizion Global is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes or awards in the amount of \$600.00 or more.

## **6.5 One Provizion Global Business Per IBO**

An IBO may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Provizion Global business. No individual may have, operate or receive compensation from more than one Provizion Global account. Individuals of the same family unit who are over the age of eighteen (18), may each enter into or have an interest in their own separate Provizion Global accounts, only if each subsequent family position is placed in the same line of sponsorship. A "family unit" is defined as parents or dependent children living at or doing business at the same address.

#### **6.6 Actions of Household Members or Affiliated Parties**

If any member of an IBO's immediate household engages in any activity which, if performed by the IBO, would violate any provision of the IBO Agreement, such activity will be deemed a violation by the IBO and Provizion Global may take disciplinary action pursuant to these Policies and Procedures against the IBO. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "business entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Provizion Global may take disciplinary action against the Business Entity. Likewise, if an IBO enrolls in Provizion Global as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the Terms and Conditions of the Agreement.

#### **6.7 Identification Numbers and Pay-Out**

- a) Each IBO is required to provide his or her federal Social Security Number or Federal Taxpayer Identification Number, if located in the United States or any of its territories to Provizion Global at the time IBO initiates a transfer of monies or earnings accumulated in the IBO's Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a "Pay-Out" and Provizion Global reserves the right to withhold Pay-Out from any IBO who fails to provide such information or who provides false information.
- b) Upon enrollment, Provizion Global will provide a Provizion Global Identification Number to the IBO. This number will be used to place orders, structure organizations, and track commissions and bonuses.

#### **6.8 Sell, Assign or Delegate Ownership**

- a) In order to preserve the integrity of the hierarchical structure, it is necessary for Provizion Global to place restrictions on the transfer, assignment, or sale of Provizion Global positions.
- b) A Provizion Global IBO may not sell or assign his or her rights or delegate his or her position as an IBO without prior written approval by Provizion Global, which approval will not be unreasonably withheld. All parties involved in any transaction described in the Section 6.8 must be in good standing with Provizion Global to be eligible for such approval. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Provizion Global.
- c) Should the sale be approved by Provizion Global, the Buyer of the selling IBO's position ("Seller") assumes the position of the Seller at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Seller's downline.

- d) To request corporate authorization for a sale or transfer of a Provizion Global position, the following items must be submitted to the Provizion Global Compliance Department:
  - (i) Provizion Global's Sale/Transfer of Position Form properly completed, with the requisite signatures.
  - (ii) A copy of the Sales Agreement between Buyer and Seller, signed, dated and notarized by both the buyer of Seller's position ("Buyer") and Seller.
  - (iii) Any additional supporting documentation requested by Provizion Global.
- e) Any debt obligations that either Seller or Buyer may have with Provizion Global must be satisfied prior to the approval of the sale or transfer by Provizion Global.
- f) A Provizion Global IBO who sells his or her position is not eligible to re-enroll as a Provizion Global IBO in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

## **6.9 Separating a Provizion Global Business**

- a) Pending a divorce or dissolution of a business entity, the parties must adopt one of the following methods of operation:
  - (i) One of the parties may, with the written consent of the other(s), operate the Provizion Global business whereby the relinquishing Spouse (which term herein means either an individual that is legally married or an individual that is party to a legally recognized common law relationship), shareholders, partners, members or trustees ("Relinquishing Party") authorize Provizion Global to deal directly and solely with the other Spouse, non- relinquishing shareholder, partner, member or trustee;
  - (ii) The parties may continue to operate the Provizion Global business jointly on a "business as usual" basis, whereupon all compensation paid by Provizion Global will be paid in the name designated as the IBOs or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Provizion Global will pay compensation to the name on record and in such event, the IBO named on the account shall indemnify Provizion Global from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- b) Provizion Global recognizes only one downline organization and will issue only one commission payment transfer per Provizion Global business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Provizion Global split commission and/or bonuses.
- c) If a relinquishing Spouse, partner or owner of the business has completely relinquished, in writing, all rights to the original Provizion Global business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any IBO or active Customer in the former organization, and must develop a new business in the same manner as any other new Provizion Global IBO. An IBO in the Relinquishing Party's former

downline who wishes to transfer to the Relinquishing Party's new organization or to any other organization, must comply with the requirements in Section 4.0.

#### **6.10 Succession**

- a) The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- b) Upon the death or incapacity of an IBO, the IBO's business may be passed on to his or her legal successors in interest ("Successor"). Whenever a Provizion Global business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased IBO's sales organization. The Successor must:
  - (i) Complete and sign a new Provizion Global IBO Agreement;
  - (ii) Comply with the terms and provisions of the IBO Agreement; and
  - (iii) Meet all necessary qualifications for the last rank achieved by the former IBO.
- c) Accumulated bonuses and commissions of a Provizion Global business transferred based on this section will be paid in a single transfer to the successor. The successor must provide Provizion Global with an "address of record" to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- d) If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal Business Number. Provizion Global will issue all bonus and commission payments to the managing business entity only.
- e) Appropriate legal documentation must be submitted to the Provizion Global Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Provizion Global business, the Successor must provide the following to the Provizion Global Compliance Department:
  - (i) A certified copy of the death certificate; and
  - (ii) A notarized copy of the will or other appropriate legal documentation establishing the successors right to the Provizion Global business.
- f) To complete a transfer of the Provizion Global business because of incapacity, the Successor must provide the following to the Provizion Global Compliance Department:
  - (i) A notarized copy of an appointment as trustee;
  - (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Provizion Global business; and
  - (iii) A completed IBO Agreement executed by the trustee.

- g) If the Successor is already an existing IBO, Provizion Global will allow such IBO to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the IBO must have compressed (if applicable), sold or otherwise transferred either the existing position or the inherited position.
- h) If the Successor wishes to terminate the Provizion Global position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- i) Upon written request, Provizion Global may grant a one-month bereavement waiver and pay out at the last "paid as" rank.

## **7.0 DISCIPLINARY ACTIONS**

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

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

### **7.2 Consequences and Remedies of Breach**

- a) Disciplinary actions may include one or more of the following:
  - (i) Monitoring an IBO's conduct over a specified period of time to assure compliance;
  - (ii) Alerting the IBO's upline so that the upline may further educate IBO and/or take proactive action to protect the Provizion Global community from cross-recruiting, disparagement, etc.,
  - (iii) Issuance of a written warning or requiring the IBO to take immediate corrective action;
  - (iv) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Provizion Global receives adequate additional assurances from the IBO to ensure future compliance;
  - (v) Suspension from participation in Provizion Global or IBO events, rewards, or recognition;
  - (vi) Suspension of the Provizion Global IBO Agreement and position for one or more pay periods;
  - (vii) Involuntary termination of the IBO's Agreement and position;

- (viii) Any other measure which Provizion Global deems feasible and appropriate to justly resolve injuries caused by the IBO's Policy violation or contractual breach;  
or
- (ix) Legal proceedings for monetary or equitable relief.

### 7.3 Suspension Procedures

a) First Violation: Counseling and initial warning letter.

A first violation usually occurs because the IBO is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Provizion Global the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance will also describe expectations and steps the IBO must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to 2nd Violation notice described below.

b) Second Violation: Second warning letter and temporary suspension

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

c) Third Violation: Suspension and final written warning

Repeated violations of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the IBO and forfeiture of commissions for at least a month. The final written warning letter will include notification of such suspension, the extent of the commission forfeiture, and an indication that if the IBO violates the Policies and Procedures again, the IBO will be terminated immediately.

d) Fourth Violation: Termination

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

## **8.0 DISPUTE RESOLUTION**

### **8.1 Grievances Against Another IBO**

- a) If a Provizion Global IBO has a grievance or complaint against another IBO regarding any practice or conduct relating to their respective Provizion Global businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Provizion Global Compliance Department as outlined below in this Section.
- b) The Provizion Global Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the IBOs involved.
- c) Provizion Global will confine its involvement to disputes regarding Provizion Global business matters only. Provizion Global will not decide issues that involve personality conflicts or unprofessional conduct by or between IBOs outside the context of a Provizion Global business. These issues go beyond the scope of Provizion Global and may not be used to justify a Sponsor or Placement change or a transfer to another Provizion Global organization.
- d) Provizion Global does not consider, enforce, or mediate third party agreements between IBOs, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- e) Process for Grievances:
  - (i) The Provizion Global IBO should submit a letter of complaint (e-mail will be accepted) directly to the Provizion Global Compliance Department. The letter shall set forth the details of the incident as follows:
    - A. The nature of the violation;
    - B. Specific facts to support the allegations;
    - C. Dates;
    - D. Number of occurrences;
    - E. Persons involved; and
    - F. Supporting documentation.
  - (ii) Upon receipt of the written complaint, Provizion Global will conduct an investigation according to the following procedures:
    - A. The Compliance Department will send an acknowledgment of receipt to the complaining IBO;
    - B. The Compliance Department will provide a verbal or written notice of the allegation to the IBO under investigation. If a written notice is sent to the IBO, he or she will have 10 business days from the date of the notification

letter to present all information relating to the incident for review by Provizion Global.

- C. The Provizion Global Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary.
- D. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. IBO calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- f) Provizion Global will make a final decision and timely notify the Provizion Global IBOs involved.

## **8.2 Mediation Disputes Between an IBO and Provizion Global**

- a) IBO and Provizion Global (collectively “the Parties”) recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Mediation of a dispute may allow the parties to avoid the cost and inconvenience of litigation in court.
- b) The Parties should exchange all documents pertinent to the relief requested. The Mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the Mediator in a separate communication.
- c) The Mediator shall not be a legal representative of any party.
- d) Unless otherwise agreed to by the Parties, the mediation shall take place in Collin County, Texas, on a date that is mutually agreeable among the Parties and mediator. Participation in the mediation by telephone will be permitted to prevent inconvenience to a party.
- e) The mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (pro se).
- f) Mediation sessions and related mediation communications are private proceedings. For this reason, only the Parties and their legal representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the mediator.
- g) Each Party will pay its own costs and expense of the mediation unless the Parties agree otherwise.
- h) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.
- i) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be in Collin County, Texas. The Parties further agree that the laws of the State of



Texas shall govern all matters, claims or controversy submitted to mediation pursuant to the Agreement.

### **8.3 Severability**

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

### **8.4 Waiver**

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

### **8.5 Governing Law**

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

### **8.6 Class Action Waiver**

- a) The parties expressly intend and agree that:
  - (i) Class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any court or arbitration; and
  - (ii) The parties will only submit their own, individual claims in any court or arbitration and will not seek to represent the interests of any other person.
- b) The court or arbitrator is not empowered to consolidate claims of different individuals into one proceeding, to hear any litigation or arbitration as a class action.
- c) I agree that I will not assert class or collective action claims against the Company in arbitration, court or otherwise, nor will I join or serve as a member of a class or collective action in arbitration, court or otherwise.
- d) I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or the Company.

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

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

- a) An IBO must be active and in compliance with any and all Provizion Global Policies and Procedures set forth herein, along with all guidelines implemented to qualify for bonuses and commissions. So long as an IBO complies with the terms and conditions set forth in the Agreement, Provizion Global shall pay commissions to such IBOs in accordance with the Compensation Plan and any amendments thereto.
- b) Provizion Global will not issue a payment earned of any form to an IBO without the receipt of the required annual membership fee and completed electronic Application and IBO Agreement.
- c) Provizion Global reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$20.00.

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

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

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

- a) An IBO receives bonuses and commissions based on the actual sales of products and services to end consumers and to IBOs through product and service purchases. When a product or service is returned to Provizion Global for a refund from the end consumer or by an IBO, the bonuses and commissions attributable to the returned product or service will be deducted from the IBO who received bonuses or commissions on such sales. Deductions will occur in the week or month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- b) In the event that an IBO terminates his or her position, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Provizion Global, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Provizion Global to the terminated IBO.

## **10.0 ORDERING PRODUCT**

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

- a) “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and/or execution of an

Application by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as a IBO or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as IBOs or Customers (“phantoms”); (d) purchasing Provizion Global products or services on behalf of another IBO or Customer, or under another IBO’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or SmartShips that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.

- b) Provizion Global requires that IBOs use their own credit cards and not allow others to use them. An IBO shall not use another IBO’s or Customer’s credit card or debit account to enroll in Provizion Global or purchase products, services or SmartShip without the account holder’s written permission. Such documentation must be kept by the IBO indefinitely in case Provizion Global needs to reference this.
- c) Regarding an order with an invalid or incorrect payment, Provizion Global will attempt to contact the IBO by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled.
- d) Prices are subject to change without notice.
- e) An IBO or Customer who is a recipient of a damaged or incorrect order must notify Provizion Global within thirty (30) calendar days from receipt of the order and follow the Procedures as set forth in these Policies and Procedures, along with the Return/Exchange Policies and any and all guidelines instated and effective and any amendments thereto.

## **10.2 Sales to Customers**

- a) Sales to retail customers may be done directly through IBOs’ replicated websites or directly using product that Provizion Global has in inventory.
- b) IBOs will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation.
- c) The customer should return all unused Product to Provizion Global. These sales receipts set forth the consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the end customer receives a copy of the receipt or invoice.

## **10.3 Insufficient Funds**

- a) All electronic payments that are declined for insufficient funds will be automatically re-submitted for payment.
- b) Any outstanding balance owed to Provizion Global by an IBO or Customer of an IBO from NSF (non- sufficient funds) or insufficient fund fees (ACH), will be withheld by Provizion Global from that IBO’s future bonus and commission funds.

- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the IBO, constitute grounds for disciplinary sanctions or termination of the account.
- d) If a credit card order or automatic debit is declined the first time, the Customer or IBO will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or IBO may be deemed ineligible to purchase Provizion Global products or services or participate in the monthly SmartShip. **Note: Participation by IBOs in Provizion Global's monthly SmartShip, which is a recurring product order program, is entirely optional, and is not required in order to become an IBO, move up in rank or otherwise, fully participate in the Rewards Program.**

#### **10.4 Credit Card Purchases**

- a) Credit card purchases may only be made by the individual whose name and address are on the credit card (regardless of whether that IBO/Customer has permission from that individual/entity to do so). Any IBO or Customer who uses another individual's credit card to pay for purchases risks having his/her Account being placed on suspension pending an investigation and resolution of any complaints regarding unauthorized charges. Provizion Global considers such transactions fraudulent and will report them to the proper authorities for settlement.
- b) Under no circumstance will any IBO and/or Customer charge back any credit card purchases. The IBO and/or Customer account associate with any credit card charge back request will be terminated immediately without notice to the IBO and/or Customer. If an erroneous charge is applied to a IBO and/or Customer's credit card, the IBO or Customer should immediately contact the Provizion Global Support Team via email at [support@provizion.com](mailto:support@provizion.com) to initiate an investigation and resolution.
- c) All IBO or Customer requests for refunds or returns must be done in accordance with Sections 10.6 and 10.7 of these Policies.

#### **10.5 Sales Tax Obligation**

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

#### **10.6 Refund Policy**

a) Retail & Preferred Customers:

- (i) If within the first thirty (30) days you are not satisfied with the product you must contact [support@provizion.com](mailto:support@provizion.com) to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post purchase, you must contact [support@provizion.com](mailto:support@provizion.com) to return the remaining sellable portion of the product for a full refund, minus shipping and handling charges incurred. Because Provizion Global cannot guarantee the quality of Provizion Global products that are sold to Customers by non-IBOs, Provizion Global's Refund Policy is not available for products that Customers purchase from anyone other than an IBO or Provizion Global itself or that are purchased in any unauthorized channel.

b) IBOs:

- (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact [support@provizion.com](mailto:support@provizion.com) to return the unused portion of the product for a full refund, minus shipping and handling charges, minus a 10% restocking fee. Your IBO account may be subject to disciplinary action if requesting an order refund is a habitual occurrence.
- (ii) Between thirty (30) and ninety (90) days, if you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in resalable condition. (\*Resalable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be seventy percent (70%) percent of the original price for all returned product. Any shipping and handling charges incurred will not be refunded and a 10% restocking fee.
- (iii) If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.

c) Terminating Provizion Global IBOs.

- (i) If a terminating IBO has purchased products, Provizion Global will issue a refund or credit for any products purchased by the terminating IBO provided that: (i) the products are unopened and returned to Provizion Global within twenty (20) days from the date of termination; (ii) the terminating IBO provides proof of purchase of the products; (iii) the products were purchased within 12 months preceding the date of termination, and (iv) the products are undamaged and are current and resalable (Note: the 12 month requirement not applicable to residents of Maryland, Wyoming, Massachusetts and Puerto Rico). Refunds are subject to a ten percent (10%) restocking fee. Shipping costs are not refundable.

d) Problems with Shipments:

- (i) If within thirty (30) days of the expected reported delivery date, you do not notify [support@provizion.com](mailto:support@provizion.com) of a problem with the receipt of your order, including but not limited to, failure to receive the product, improper sealing, damaged to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.

- e) All purchases are charged and refunded in U.S. Dollars. All returns, refunds and exchanges will also be refunded or exchanged in U.S. Dollars. Provizion Global is not responsible for fluctuating exchange rates.

## **10.7 Return Process**

- a) All returns, whether by a Customer, or IBO, must be made as follows:
  - (i) Obtain a Return Merchandise Authorization (“RMA”) from Provizion Global by contacting [support@provizion.com](mailto:support@provizion.com) and submit a request.
  - (ii) Ship items to the address provided by Provizion Global customer support when you receive your Return Merchandise Authorization.
  - (iii) Provide a copy of the sales receipt or invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
  - (iv) Ship product back in the original manufacturer’s box exactly as it was delivered.
  - (v) All returns must be shipped to Provizion pre-paid, as Provizion Global does not accept shipping collect packages. Provizion Global recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or IBO. If returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or IBO to trace the shipment of the product wherein no credit will be applied.
  - (vi) The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by an IBO, may constitute grounds for involuntary termination.

## **11.0 PROVIZION GLOBAL OPPORTUNITY**

### **11.1 Presentation of Compensation Plan**

- a) In presenting the Provizion Global business opportunity to potential Customers and IBOs, an IBO is required to:
  - (i) present a copy of the Provizion Global Income Disclosure Statement;
  - (ii) refrain from misquoting or omitting any significant material fact about the Compensation Plan;
  - (iii) clearly explain that the Compensation Plan is based upon sales of Provizion Global products and services;
  - (iv) not make income projections, claims, or guarantees while presenting or discussing the Provizion Global opportunity or Compensation Plan to prospective IBOs or Customers.
  - (v) inform all prospective IBO’s that success requires substantial work;

- (vi) not make any claims regarding products or services of any products offered by Provizion Global, except those contained in official Provizion Global literature; and
- (vii) not use official Provizion Global material to promote the Provizion Global business opportunity in any country where Provizion Global is not duly authorized to conduct business.

## 11.2 Sales Requirements Are Governed by the Compensation Plan

- a) The Provizion Global program is built on sales to the ultimate consumer or end user. Provizion Global encourages its IBOs to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. IBOs must never attempt to influence any other IBO to buy more products than they can reasonably use or sell to retail Customers in a month.
- b) Each Provizion Global IBO commits to personally use, sell, or use in business building at least 70% of every order placed with Provizion Global prior to placing another order, and must be able to certify as much if demanded by Provizion Global or by any regulatory agency. **Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited.** Provizion Global retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

## 12.0 PROPRIETARY INFORMATION & TRADE SECRETS

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

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

### 12.2 Obligation of Confidentiality

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

### 12.3 Breach and Remedies

- a) The IBO acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Provizion Global and to independent Provizion Global businesses. Provizion Global and its IBOs will be entitled to injunctive relief or to recover damages against any IBO who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs and expenses in addition to any award of damages

#### **12.4 Return of Materials**

- a) Upon demand by Provizion Global, any current or former IBO will return the original and all copies of all "Reports" to Provizion Global together with any Provizion Global confidential information in such person's possession.

### **13.0 PRIVACY POLICY**

#### **13.1 Introduction**

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

#### **13.2 Expectation of Privacy**

- a) Provizion Global recognizes and respects the importance its Customers and IBOs place on the privacy of their financial and personal information. Provizion Global will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and IBOs' financial and account information and nonpublic personal information.
- b) By entering into the IBO Agreement, an IBO or Customer authorizes Provizion Global to disclose his or her name and contact information to upline IBOs solely for activities related to the furtherance of the Provizion Global business. An IBO hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the Provizion Global business.

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

- a) Provizion Global limits the number of employees who have access to Customer's and IBOs' nonpublic personal information.

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

- a) Provizion Global will not share non-public personal information or financial information about current or former Customers or IBOs with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or IBOs' interests or to enforce its rights or obligations under these Policies and Procedures, or IBO's Agreement or with written permission from the accountholder on file.



## **14.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF PROVIZION GLOBALS AND TRADEMARKS**

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

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

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

- a) A Provizion Global IBO and/or Customer may not re-label, re-package, refill, or alter labels of any Provizion Global product, or service, information, materials or program(s) in any way. Provizion Global products and services must only be sold in their original containers from Provizion Global. Such re-labeling or re-packaging violates federal and regulatory laws, which may result in criminal or civil penalties or liability.
- b) A Provizion Global IBO shall not cause any Provizion Global product or service or any Provizion Global trade name to be sold or displayed in retail establishments except:
  - (i) Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons);
  - (ii) Where the retail establishment is owned or managed by the Provizion Global IBO and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- f) An IBO may sell Provizion Global products and services and display the Provizion Global trade name at any appropriate display booth (such as trade shows, expositions, conferences etc.) with the express written consent of Provizion Global.
- g) An IBO or Customer is prohibited to sell Provizion Global products and services and display the Provizion Global trade name, trademark or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.

- h) Provizion Global reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Provizion Global opportunity.

### **14.3 Use of Provizion Global's and Protected Materials**

- a) A Provizion Global IBO must safeguard and promote the good reputation of Provizion Global and the products and services it markets. The marketing and promotion of Provizion Global, the Provizion Global opportunity, the Compensation Plan, and Provizion Global products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- b) All promotional materials supplied or created by Provizion Global must be used in their original form and cannot be changed, amended or altered, except with prior written approval from the Provizion Global Compliance Department.
- c) The name of Provizion Global, each of its product and service names and other names that have been adopted by Provizion Global, in connection with its business are proprietary trade names, trademarks and service marks of Provizion Global. As such, these marks are of great value to Provizion Global and are supplied to IBOs for their use only in an expressly authorized manner.
- d) A Provizion Global IBO's use of the name "Provizion Global" is restricted to protect Provizion Global proprietary rights, ensuring that the Provizion Global protected names will not be lost or compromised by unauthorized use. Use of the Provizion Global name on any item not produced by Provizion Global is prohibited except as follows:
  - (i) [IBO's name] Provizion Global Independent Business Owner (IBO).
  - (ii) [IBO's name] Independent Business Owner (IBO) of Provizion Global products and services.
- e) Further procedures relating to the use of the Provizion Global name are as follows:
  - a. All stationary (i.e. letterhead, envelopes, and business cards) bearing the Provizion Global name or logo intended for use by the Provizion Global IBO must be submitted via email to the Provizion Global Compliance Department for approval. Submit to: [Compliance@Provizion.com](mailto:Compliance@Provizion.com).
  - b. Provizion Global IBOs may list "Provizion Global Independent Business Owner (IBO)" in the white pages of the telephone directory under his or her own name.
  - c. Provizion Global IBOs may not use the name Provizion Global or Provizion Global in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Provizion Global Independent Business Owner (IBO)" or "Independent Business Owner of Provizion Global Products and Services".
- f) Certain photos and graphic images used by Provizion Global in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to

IBOs. If an IBO wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.

- g) A Provizion Global IBO shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Provizion Global or its programs, products or services without prior written permission from the Provizion Global Compliance Department.
- h) An IBO may not produce for sale or distribution any Company event or speech, nor may an IBO reproduce Provizion Global audio or video clips for sale or for personal use without prior written permission from the Provizion Global Compliance Department.
- i) Provizion Global reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected IBO.
- j) An IBO shall not promote non-Provizion Global products or services in conjunction with Provizion Global products or services on the same social media site or same advertisement without prior approval from the Provizion Global Compliance Department.
- k) Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Provizion Global may not be made except those contained in official Provizion Global literature. In particular, no IBO may make any claim that Provizion Global products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Provizion Global policies, but they also potentially violate federal and provincial laws and regulations.
- l) An IBO and/or Customer may not make any claims regarding products or services of any products offered by Provizion Global, except those contained in official Provizion Global literature.

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

- a) Except as provided in this section, an IBO may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages or “spamming” that advertises or promotes the operation of his or her Provizion Global business. The exceptions are:
  - (i) E-mailing any person who has given prior permission or invitation;
  - (ii) E-mailing any person with whom the IBO has established a current business or personal relationship.
- b) In all states or U.S. or International territories where prohibited by law, a IBO may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.

- c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
- (i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
  - (ii) A clear return path or routing information;
  - (iii) The use of legal and proper domain name;
  - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
  - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
  - (vi) The true and correct name of the sender, valid sender's fax or e-mail address, and a valid sender physical address;
  - (vii) The date and time of the transmission; and
  - (viii) Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a Provizion Global IBO shall not transmit any further documents to that recipient.
- d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
- (i) Use of any third-party domain name without permission; and
  - (ii) Sexually explicit materials.

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

- a) An IBO and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell or advertise their Provizion Global business. An IBO and/or Customer is prohibited to use or attempt to register any of Provizion Global's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Provizion Global name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
- b) An IBO may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Provizion Global products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include, but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy or similar internet-based sites. This obligation survives the termination of an IBO's IBO Agreement with Provizion Global.

- c) Social Media sites may be used to sell or offer to sell Provizion Global products or services. PROFILES AN IBO OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE PROVIZION GLOBAL IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE IBO AS A PROVIZION GLOBAL INDEPENDENT BUSINESS OWNER (IBO), and when an IBO and/or Customer participates in those communities, IBOs and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Provizion Global's sole discretion, and offending IBO and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Provizion Global approved library, official Provizion Global website or social media outlet. If a link is provided, it must link to the posting IBO's Replicated website.
- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending IBOs will be subject to disciplinary action.
- e) IBOs and/or Customers may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments IBOs or Customers create or leave must be useful, unique, relevant and specific to the blog's article.
- f) IBOs and/or Customers must disclose their full name on all Social Media postings, and conspicuously identify themselves a Provizion Global Independent Business Owner (IBO). Anonymous postings or use of an alias is prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Provizion Global income opportunity, Provizion Global's products and services, and/or your biographic information and credentials.
- h) IBO and/or Customer are personally responsible for their postings and all other online activity that relates to Provizion Global. Therefore, even if an IBO does not own or operate a blog or Social Media site, if an IBO and/or Customer posts to any such site that relates to Provizion Global or which can be traced to Provizion Global, the IBO is responsible for the posting. IBO and/or Customer are also responsible for postings which occur on any blog or Social Media site that the IBO and/or Customer owns, operates, or controls.
- i) As a Provizion Global IBO, it is important to not converse with any person who places a negative post against you, other IBOs, or Provizion Global. Report negative posts to Provizion Global at [support@provizion.com](mailto:support@provizion.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Provizion Global, and therefore damages the reputation and goodwill of Provizion Global.
- j) The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Provizion Global therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- k) If your Provizion Global business is cancelled for any reason, you must discontinue using the Provizion Global name, and all of Provizion Global's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social

Media site on which you have previously identified yourself as a Provizion Global Independent Business Owner (IBO), you must conspicuously disclose that you are no longer an IBO for Provizion Global.

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

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

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

#### **14.7 Testimonial Permission**

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

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

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

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

A Provizion Global IBO may place telephone calls or faxes to prospective Customers, or IBOs under the following limited situations:

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

- g) An IBO shall not use automatic telephone dialing systems in the operation of his or her Provizion Global businesses.
- h) Failure to abide by Provizion Global policies or regulations as set forth by the federal government regarding telemarketing may lead to sanctions against the IBO's position, up to and including termination of the position.
- i) By signing the IBO Agreement, or by accepting commissions, other payments or awards from Provizion Global, an IBO gives permission to Provizion Global and other IBOs to contact them as permitted under the Federal Do Not Call regulations.
- j) In the event an IBO violates this section, Provizion Global reserves the right to institute legal proceedings to obtain monetary or equitable relief.

## **15.0 INTERNATIONAL MARKETING**

### **15.1 International Marketing Policy**

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

## **16.0 SMARTSHIP CANCELLATION**

- a) To cancel or modify your SmartShip at any time you may email support [support@provizion.com](mailto:support@provizion.com). You can also modify or cancel your order at any time through your portal at [www.iprovizion.com](http://www.iprovizion.com). By selecting the "SmartShip" option on the website, you are giving Provizion Global authorization to enroll you in the automatic shipping program. Provizion Global will ship your product directly to you. You are also authorizing Provizion Global to charge your credit card for the products you have ordered on a twenty-eight (28) day basis without further warning or notification from Provizion Global. You may cancel at any time without penalty by emailing [support@provizion.com](mailto:support@provizion.com) or cancelling the order at [www.provizion.com](http://www.provizion.com) All SmartShip cancellation must be performed or delivered to Provizion Global three (3) business days prior to your next shipment to guarantee cancellation of that shipment.

## **17.0 SHIPPING POLICY**

- a) All orders are processed within 2-3 business days.
- b) Orders are not shipped or delivered on weekends or holidays.
- c) If Provizion Global is experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.



- d) Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.
- e) Provizion Global is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.
- f) Please save all packaging material and damaged goods before filing a claim.

## 18.0 **GLOSSARY OF TERMS**

**ACTIVE IBO:** An IBO who is in good standing with respect to the Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

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

**COMPETING PRODUCT(S):** Any program, product, or service offered by another multi-level marketing/direct sales company with characteristics, function, benefits, or ingredients similar to those offered by Provizion Global, regardless of differences in cost, quality, or other distinguishing factors.

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

**IBO'S WALLET:** Is a secure website that manages an IBO's commissions.

**SPONSOR:** An IBO who enrolls a Customer, or another IBO into the Company, and is listed as the Sponsor on the IBO Agreement.

**SPONSORING:** The act of enrolling others and training them to become IBOs.

**IBO OR Independent Business Owner:** An individual or entity who actively promotes, markets and sells Provizion Global products for profit and who actively seeks and recruits' others to do the same in accordance with the Agreement.

**IBO AGREEMENT:** The most current version of the following along with any addendums or exhibits thereto:

- (i) Provizion Global Policies and Procedures; and
- (ii) Provizion Global Compensation Plan

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

**ORGANIZATION:** The Customers and IBOs placed above or below a particular IBO.

**OFFICIAL PROVIZION GLOBAL MATERIAL:** Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by Provizion Global to IBOs and/or Customers.

**PLACEMENT:** An IBO's position inside his or her Sponsor's Organization.

**RESALABLE:** Product is “resalable” if the Product: 1) is unopened and unused, 2) in its original packaging and labeling has not been altered or damaged, 3) is in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) contains current Provizion Global labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**SALE/TRANSFER POSITION FORM:** Provizion Global’s Sale/Transfer Position Form in its current version is available by request from the Support Department.

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

# **ADDENDUM 1**

## **Provision Global Compensation Plan**

<https://www.provizion.com/api/Files/documents/CompensationPlan.pdf>

## **ADDENDUM 2**

# **Provizion Global Income Disclosure Statement**

### INCOME DISCLOSURE STATEMENT

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

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