

ZYIA Active Policies & Procedures

Effective Date: March 27, 2020

Section 1 – Why does ZYIA Active have Policies and Procedures?

1. To provide clear direction for each Representative on how to run an independent business
2. To provide a resource for operational and compliance guidelines
3. To provide rules to protect the Representative, the customer, and the Company

These Policies and Procedures are effective as of the date first displayed above and govern the way a ZYIA Active Representative conducts business with the Company, other Representatives, and customers. They replace and succeed all previous versions. The Company endeavors to enforce the Policies and Procedures on a uniform and nondiscriminatory basis. However, any failure to enforce any of the provisions of the Policies and Procedures with one Representative does not waive the Company's right to enforce any such provision(s) with that same Representative or any other Representative.

ZYIA Active's Policies and Procedures in their current form and as may be amended by the Company, the Pay Plan, the Representative Terms and Conditions of the Representative Application and Agreement, any situation-specific addendum(s) thereto, and any other written agreement between the Representative and the Company in their present forms and as amended from time to time at the sole discretion of the Company, are by this reference incorporated into, and form an integral part of, what is collectively referred to as the "Contract". Each Representative has the responsibility to read, understand, and adhere to the Contract and ensure that he or she is aware of and operating under the most current version of the Contract. By signing a Representative Agreement, by utilizing the Representative's Virtual Office, or accepting Commissions from the Company, a Representative demonstrates that he or she has read, understands, and consents to abide and be bound by the Contract and any amendments thereto.

The Company may amend any part of the Contract from time to time as laws and business circumstances change; however, notice of any amendment will be published by the Company in the Representative Virtual Office and/or the ZYIA ACTIVE website. All changes and/or amendments are effective immediately as of the date published. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. It is the responsibility of all Representatives to regularly review the most recently published Contract, located in the Representative Virtual Office. The Company will also provide a copy of the most current Contract upon the Representative's request.

Section 2 – Company Contact Information

ZYIA ACTIVE, LLC

Address: 9442 S 670 W Sandy, UT 84070

Email: cs@zyiaactive.com

Sales Tax Info:

Website: www.zyiaactive.com

Section 3 – Code of Ethics

3.1 The Company has made a commitment to provide its Representatives with high quality products, exceptional support, and a generous Pay Plan. A Representative may purchase products directly from the Company for both personal use and for resale to consumers. In turn, a Representative agrees to represent the products and income opportunity in an ethical and professional manner. Each Representative agrees to abide by the following Code of Ethics:

3.2 As a Representative:

- a. I will be respectful of people I meet or am with while working my ZYIA ACTIVE business or during ZYIA ACTIVE Parties. This also includes any and all travel for and with ZYIA ACTIVE and while attending ZYIA ACTIVE events or on trips.
- b. At all times, including traveling with and for ZYIA ACTIVE events, I will conduct myself and my business in an ethical, moral, legal, and financially sound manner and will not engage in any deceptive or illegal practice.
- c. I will not communicate disparaging comments about Representatives or ZYIA ACTIVE, ZYIA ACTIVE management, or employees.
- d. I will not engage in activities that would bring disrepute to the Company, other Representatives, or myself.
- e. I will be truthful in my representation of the products and will make no product claim that is not contained in and supported by official Company publications.
- f. I will fulfill my leadership responsibilities as a sponsor by training, assisting, and otherwise supporting the Representatives in my downline organization.
- g. I will correctly and lawfully represent the Pay Plan and the income potential represented therein and will not make, advertise, or communicate any false income or earnings claims.
- h. I will abide by the terms and conditions of the Contract.
- i. I will honor the terms of the product return and refund policies with all of my retail customers.
- j. I will respect the sponsor relationship of every other Representative and I will neither attempt to interfere with or change these relationships, nor make disparaging or untrue claims about other Representatives.
- k. I will refrain from soliciting to, selling, or using my relationship or the personal and private information of other ZYIA ACTIVE representatives I have

l. I understand my personal information may be viewed and used by members of my upline. However, any attempt to misuse the information of other representatives is a violation of this contract and may result in other disciplinary action as deemed appropriate by ZYIA ACTIVE.

m. I acknowledge that upon reaching a leadership rank of a ZYIA Executive or becoming an ADVISORY MEMBER within ZYIA ACTIVE, it would be considered a conflict of interest and violation of this contract for me join another competing or direct sales related company, unless I received written approval by ZYIA Active management.

n. I acknowledge that at all times I am acting as an independent contractor and that my status can be revoked at any time at the sole discretion of ZYIA ACTIVE.

Section 4 – Becoming a ZYIA ACTIVE Independent Representative

4.1 What does it take to qualify as a ZYIA ACTIVE Representative?

- a. Be at least 18 years of age;
- b. Be a United States citizen and resident OR RESIDENT OF A COUNTRY IN WHICH ZYIA ACTIVE DOES BUSINESS;
- c. Have a Social Security number or Tax Identification Number;
- d. Have a valid email address;
- e. Enroll in ZYIA ACTIVE as either an individual or business entity through a ZYIA ACTIVE Representative's website;
- f. Set up and activate a method for commissions to be paid;
- g. Agree to the terms and conditions of the Representative Agreement;
- h. Purchase a new Representative Starter Kit; and
- i. ZYIA ACTIVE must accept your application.
- j. If enrolling as a business then all of the above requirements must be met by the business owner(s).

4.2 Responsibilities

- a. As a Representative, you are responsible to:
 - i. Run your business ethically, fairly, and in compliance with these Policies and Procedures as well as all other terms and conditions implemented by ZYIA ACTIVE
 - ii. Follow the Policies and Procedures herein as well as the intent of the Policies and Procedures should there be any ambiguity
 - iii. Comply with local, state, and federal laws
 - iv. Provide high quality service to your customers
 - v. Provide assistance and leadership to any person you personally sponsor
 - vi. Be supportive to other Representatives in your Team or Company
 - vii. Protect the name, image, and intellectual property of the ZYIA ACTIVE brand
 - viii. Keep all of your contact information updated. This can be done in your Representative Virtual Office.
- b. Independent Contractor
 - i. As a Representative, you are an independent contractor and not an employee or partner of the company. You are responsible to keep track of your own expenses and file your own taxes, both state and federal.
 - c. 1099-Misc
 - i. If you earn \$600 or more in non-employee compensation, prizes, and incentives, or you resale \$5,000 or more in product in a given tax year, ZYIA ACTIVE will supply you with an IRS form 1099-Misc showing the amount of non-employee compensation you received for the year.
 - d. Term of Representative Agreement
 - i. The term of your Representative agreement is one year from your enrollment date. It automatically renews annually based on the terms of the Policies and Procedures so long as you remain Active and your business is not voluntarily or involuntarily canceled.
 - e. Activity Requirement
 - i. You are considered an "Active Representative" if you have personal retail sales of \$300.00 (300 PV) or more in each six-month activity qualification period.
 - ii. The company's (6) six-month activity qualification periods to be considered an "Active Representative" end on the last day of June and December of each year.
 - iii. At the end of either of these six-month periods, any Representative that does not have a cumulative PV of at least 300 in the period can have her/his Representative Agreement canceled by ZYIA Active.
 - iv. Newly enrolled Representatives are exempt for the remainder of the six-month period during which they enrolled, but must personally generate at least 300 PV in the next six-month period.

4.3 Subscription Policy

a. The fee that you pay for your Starter Kit also entitles you up to 2 free months of your webpage subscription. Your subscription will begin upon completion of the Enrollment Process and be active for the rest of the current month along with the next month free of charge. On the first of the month following your free period, the credit card you use to pay for your Starter Kit will be charged the normal \$15 webpage subscription fee. You are eligible to earn a free website each month by having at least 600 PV for the month.

Section 5 – Cancellation

A Representative's contract may be canceled at any time by either the Representative or the Company. The Representative and Company may cancel for any reason or for no reason.

5.1 If your contract is canceled (voluntarily or involuntarily), you will be paid any outstanding Commissions owed to you as of the date of cancellation or suspension. Commissions will be paid by the 15th of the following month.

5.2 After cancellation, as long as your contract was not cancelled by the company, you may reactivate as a

Representative. a. If you reactivate within 6 months of cancellation:

- i. You must retain your previous Representative ID number, and unless ZYIA ACTIVE determines otherwise:
- ii. You must purchase a new Starter Kit.
- iii. You may not change your sponsor.
- iv. You may not have any of your previous downline reassigned to you.
- v. You are not eligible for any new Representative programs or awards from ZYIA ACTIVE.

b. If you reactivate 6 months or more after cancellation:

- i. You can't retain your previous Representative ID number.
- ii. You must purchase a new Starter Kit.
- iii. You may change your sponsor, but are not required to do so.
- iv. You may not have any of your previous downline reassigned to you.
- v. You are eligible for any new Representative programs or awards from ZYIA ACTIVE.

5.3 Voluntary Cancellation

If you wish to voluntarily cancel your Representative Agreement with ZYIA ACTIVE, you must do so in writing. Please include your name and Representative ID number. The effective date of your cancellation may be up to 45 days after your request is received.

Section 6 – Leave of Absence: Maternity, Military, or Illness

6.1 Maternity Leave

a. Any Representative may apply for maternity leave and be waived from the Personal Volume or “Active Representative” requirement for four months.

b. To qualify, the Representative must contact ZYIA ACTIVE to request, and have leave approved in writing by ZYIA ACTIVE, at least 30 days before the leave is to take effect.

c. All other Pay Plan requirements continue during maternity leave.

d. ZYIA ACTIVE must approve all requests prior to starting your leave.

e. Representative acknowledges and agrees that ZYIA ACTIVE may require certain documentation in order to evaluate any request for leave.

6.2 Military Leave

a. An active duty or reserve military Representative that is transferred to a U.S. military base outside of the U.S.A. or U.S. territory where ZYIA ACTIVE, LLC does not do business may continue to maintain active status if:

i. You maintain a residence and mailing address in the United States.

ii. You maintain your Personal Retail Sales volume through your Representative website.

iii. You do not sponsor or sell products to any individual who resides outside the 50 United States, US territories or Canada.

iv. You continue to maintain contact and support your team and company through phone, web, email, etc.

b. If you are not able to maintain support of your downline or customers, you and your ZYIA ACTIVE account will be put on hold as a Representative until you return to the United States. The maximum period of time in which Active Representative status may be put on hold is 6 months and then the company will re-evaluate your active status.

c. All communications from ZYIA ACTIVE will be through normal Representative communications such as email, text message, the ZYIA ACTIVE Box, the Representative Virtual Office, and/or newsletters.

d. No product will be sent to you while you are out of the United States.

e. To qualify for military leave, a Representative must contact ZYIA ACTIVE to request, and have approved, the leave at least 30 days before the leave is to take place.

f. ZYIA ACTIVE must approve all requests prior to starting your leave.

6.3 Illness Leave

a. A leave of absence resulting from illness will be considered on a case-by-case basis.

b. To qualify for illness leave, a Representative must contact ZYIA ACTIVE to request, and have approved, the leave within 2 weeks following the onset of the illness.

Section 7 – Change of Address and Contact Information

7.1 It is the responsibility of the Representative to update any contact information or payment information within the Representative Virtual Office.

7.2 ZYIA ACTIVE is not responsible for misdirected communications, undeliverable payments etc. resulting from a Representative's failure to update contact information.

Section 8 – Starter Kit Return

8.1 If a Representative decides to self-cancel her or his relationship with ZYIA ACTIVE, the Representative may return any “resalable” contents from the original kit for a refund within 90 days of enrollment. This will result in a forfeiture of any product or business supply credit and any rights to Representatives in her or his downline.

8.2 The contents must be

- a. Unopened and unused
- b. All packaging and contents must be in perfect, resalable condition
- c. Product must not be altered in any way
- d. You are required to ship all returned product back to the company at your own expense. ZYIA ACTIVE is not liable for any damage or loss of returned product that may occur in return shipment. Please use a qualified carrier, ensure you are returning it to the correct address, and that you have packaged the return appropriately.
- e. No refund or credit will be issued until said product has been received, reviewed, and logged back into the inventory of ZYIA ACTIVE, LLC. A Representative Support Specialist will process the return. Credit will be issued only to the credit card used to purchase the inventory, and may take up to 5 business days to show as a refund in your account once the return has been authorized by ZYIA ACTIVE. Any \$ amount paid in bonuses to the sponsor or upline may be subtracted from the refund.

Section 9 – Senior Director’s Responsibilities

9.1As a Senior Director, you accept the responsibility of providing support to your Team. A Senior Director must do the following to maintain the title of Senior Director or higher:

- a. Meet all requirements in the Pay Plan as a Senior Director.
- b. Provide timely responses to Representatives on your Team who may contact you in need of assistance.
- c. Maintain professional working relationships and communications with Senior Directors in your upline and downline.
- d. Follow and comply with all current Policies and Procedures.

9.2 ZYIA Executive Privileges

As a ZYIA Executive, you may be invited by the Company to participate in events, discussions, or other various activities related to the Company’s business. This invitation is at the discretion of the company and is not required.

a. I understand upon reaching the ranking or status of ZYIA Executive the standards and expectations are high. The Company considers it a conflict of interest and violation of this contract for representatives who reach this ranking or status join another competing or direct sales related company without first getting written approval from ZYIA management. Such action could result in a demotion or other disciplinary action as deemed appropriate by the Company. [See also 3.2 (m)]

Section 10 – Recruiting

10.1 Opportunity and Responsibility

- a. All Representatives have the opportunity to sponsor other individuals into their Teams.
- b. Recruiting is not a requirement to be compensated for personal sales.
- c. Any individual who wants to enroll with you in ZYIA ACTIVE must enroll on your ZYIA ACTIVE Independent Representative Personal Website.
- d. You have the responsibility to provide support to any Representative you personally sponsor.

10.2 Recruiting Other Companies’ Representatives

a. ZYIA ACTIVE does not encourage or support the practice of enticing Representatives from other companies to join ZYIA ACTIVE and as a ZYIA ACTIVE Representative you shall refrain from such activity.

b. If a Representative from another company contacts you, or in your normal course of business you meet a representative from another company that desires to join ZYIA ACTIVE, it is acceptable to offer them the opportunity to join. It is, however, a violation of the Policies for any ZYIA ACTIVE Representative to entice someone to leave a company with which they are currently enrolled through negative or deceptive practices, or to target Representatives from any specific company for the purpose of enticing them and/or other team members to join ZYIA ACTIVE.

Section 11 – Joining Other Companies as a Sales Representative

11.1 Conditions

- a. You may join other companies with the following limitations:
 - i. While an Active ZYIA ACTIVE Representative you may not join or participate in another company that markets similar products as offered by ZYIA ACTIVE.
 - ii. You cannot sponsor any of your currently enrolled ZYIA ACTIVE Representatives into another company or business.
 - iii. Once you reach a status or ranking of a ZYIA Executive or on becoming an ADVISORY MEMBER within ZYIA ACTIVE it would be considered a conflict of interest and violation of this contract for a ZYIA ACTIVE representative to join another competing or direct sales related company without first getting written approval from ZYIA management. Doing so could result in a demotion or other disciplinary action as deemed appropriate by the Company, including but not limited to termination.
- b. Honesty in Enrollment of Others
 - i. Any Representative who falsifies the enrollment of another person or a phantom person will be canceled immediately. ii. You may not use your credit card to enroll another person in ZYIA ACTIVE.
- c. Changing Sponsor
 - i. While an Active Representative, you can not change your personal sponsor. There are exceptions that may be made but they must

be first approved by corporate. If approved by corporate they must then be approved by the original sponsor along with the original sponsor's entire upline. Approval must be done in writing by signatures of each member of the Representative's upline.

ii. If your sponsor is canceled for any reason, you may be moved up to the next Active Representative who then becomes your personal sponsor.

d. Representatives waive any and all claims against ZYIA ACTIVE, its officers, directors, owners, employees, and agents that relate to or arise from the company's decisions regarding the disposition of any downline organization that develops below an organization that has improperly changed lines of sponsorship.

Section 12 – Sale, Transfer, or Assignment of a ZYIA ACTIVE Business

It is the intent of the Company to allow any Representative who wishes to sell, transfer, or assign her or his ZYIA ACTIVE business to do so subject to the discretion of ZYIA ACTIVE to prohibit or override such sale, transfer, or assignment. The sale, transfer, or assignment is subject to certain conditions and limitations, and must follow the process prescribed below:

12.1 Conditions

Any Representative at any sales rank may sell, transfer, or assign her or his business. The seller must inform the company in writing of her or his intent to do so. Before the sale, transfer, or assignment can be finalized and approved by ZYIA ACTIVE, any debt obligations the selling Representative has with ZYIA ACTIVE must be satisfied. Any sale, transfer, or assignment must include a Representative's entire business, i.e. a Representative may not sell portions of her or his downline.

12.2 Right of First Refusal

All sales, transfers, or assignments are subject to a Right of First Refusal ("RFR") to the Company, followed by a RFR to the direct upline Representative. If a Representative receives a bona fide offer to purchase her or his business, the Representative shall first offer to sell to the Company on the same terms and conditions contained in the bona fide offer. The Representative shall deliver the bona fide offer in writing to the Company, and the Company shall have ten (10) business days in which to accept the offer. If the Company fails to exercise its RFR within the ten (10) day period, the Representative shall extend the same offer to her or his direct upline Representative on the same terms and conditions as those contained in the bona fide offer. The first three direct upline Representatives in like order (in other words offer the direct upline the offer first, the second upline second, and third upline thereafter) who shall have five (5) business days in which to accept or reject such offer. If the direct upline Representative(s) fails to exercise her or his RFR within the time allotted, the selling Representative may sell, transfer, or assign to the third party according to the same terms and conditions contained in the bona fide offer.

12.3 Limitations

The buyer or transferee must be (or must become) a ZYIA ACTIVE Representative, meet all eligibility requirements as required by ZYIA ACTIVE which may change from time to time at the sole discretion of ZYIA ACTIVE, and be in good standing with the Company. If the buyer is a ZYIA ACTIVE Representative with an existing downline, she or he is not required to surrender that downline.

12.4 Process for Sale, Transfer, or Assignment

- a. The seller must notify the Company via a Support Request of his or her intent to sell, transfer, or assign his or her ZYIA ACTIVE business and complete the "Request to Sell, Transfer, or Assign" form required by ZYIA ACTIVE.
- b. A bona fide offer from a third party must be given to the Company and (if applicable) to the direct upline Representative for Right of First Refusal.
- c. The Company will provide a Business Transfer Form that confirms the buyer's information, seller's information, any relevant terms of the sale, and the effective date of sale.
- d. Both the Seller and the Buyer must execute the Business Transfer Form.
- e. The Company must approve and finalize any sale, transfer, or assignment of a ZYIA ACTIVE business.

12.5 Separation of a ZYIA ACTIVE Business due to Divorce or Business Break-up

- a. When a ZYIA ACTIVE business is jointly owned and operated by a spousal partnership, or as a business entity, there must be a way to equitably separate that ZYIA ACTIVE business in the event of a divorce or the dissolution of the business entity. This separation must be handled in a way that does not adversely affect the interests and income of other businesses up or down the line of Sponsorship. If the separating parties fail to provide for the best interests of other Representatives and the Company, ZYIA ACTIVE at its sole discretion has the right to involuntarily cancel the Representative Agreement.
- b. During the pendency of a divorce or business break-up, you must adopt one of the following methods of operation:
 - i. One of the parties may, with consent of the other(s), operate the ZYIA ACTIVE business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize ZYIA ACTIVE to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
 - ii. The parties may continue to operate the ZYIA ACTIVE business jointly on a business-as-usual basis, whereupon all compensation paid by ZYIA ACTIVE will be paid in the joint names of the Representatives or in the name of the entity to be divided as the parties may independently agree.
 - iii. The business can be operated pursuant to the status quo as it existed prior to the filing of the divorce. If no special written instructions are given to ZYIA ACTIVE, this shall be the default method of handling a business during divorce proceedings.
 - iv. In a divorce action, the spouse who is not awarded the business may re-enroll immediately without waiting six calendar months.
- c. In the case of the dissolution of a business entity, the business must be awarded to a single party. The partners, shareholders, members, or other owners who did not receive the business must wait six calendar months before they can re-enroll as Independent Representatives.

12.6 Succession Due to Death or Incapacitation

In the event of your death or incapacitation, your ZYIA ACTIVE business may be passed to your heirs. For this to occur, the necessary legal documentation must be submitted to ZYIA ACTIVE. If you wish to bequeath your ZYIA ACTIVE business, please work with an attorney to prepare a will (or other testamentary instrument). The successor(s) must:

- a. Execute a new Representative Agreement;
- b. Comply with terms and provisions of the Agreement; and
- c. Meet all of the qualifications for the deceased Representative's rank.

Bonuses and Commissions of a ZYIA ACTIVE business transferred in this manner will be paid in a single installment. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal Taxpayer Identification Number (TIN). ZYIA ACTIVE will issue all bonus and Commission checks and one IRS Form 1099-Misc to the business entity.

12.7 Transfer Upon Death of a Representative

To affect a testamentary transfer of a ZYIA ACTIVE business, the successor must provide the following to ZYIA ACTIVE:

- a. A copy of the death certificate;
- b. Letters testamentary or written instructions from the executor of the estate providing instruction on the disposition of the business; and
- c. A completed and executed Representative Agreement by the beneficiary or trustee if the business is to be held in trust.

Section 13 – Income Claims

13.1 Because ZYIA ACTIVE Representatives do not have the data necessary to comply with the legal requirements for making income claims, a Representative, when presenting or discussing the ZYIA ACTIVE opportunity or Pay Plan to a prospective Representative or to others in any context, may not make income projections, income claims, or disclose her or his ZYIA ACTIVE income (including, but not limited to, the showing of Commission information, bank deposit records, bank statements, tax records, etc.).

Section 15 – Selling and Ordering

15.1 As a ZYIA ACTIVE Representative you have the opportunity to sell ZYIA ACTIVE products to any retail customer within the United States, Puerto Rico, and Canada. Remember that ZYIA ACTIVE does not do business outside of the 50 United States with the exception of Puerto Rico and Canada. We will not ship to any location outside of the U.S. with the exception of Puerto Rico and Canada. In addition, ZYIA ACTIVE Representatives are not allowed to directly or indirectly sell or ship products to anyone outside the 50 United States with the exception of Puerto Rico and Canada. In no circumstances shall a Representative who moves or resides outside of the country place orders with a resident outside of the United States, with the exception of Puerto Rico and Canada

15.2 Representatives and customers purchase ZYIA ACTIVE products at the retail price. Although you may offer discounts to your customers, it is a violation of our policies to advertise any price other than the pricing published by ZYIA ACTIVE, this includes offering your host rewards earned. Advertisements include, but are not limited to, all printed media, electronic media, social media, etc. You may offer individual discounts directly to specific customers in private environments including, but not limited to, "secret" or "closed" Facebook group pages or social media groups whose postings are not visible to people not members of those groups. In addition, you may not entice a person to join ZYIA ACTIVE by offering an incentive or a discount on her or his Starter Kit even if it is offered in a private or closed group. Incentives to join include, but are not limited to, anything of monetary value, this includes offering your host credits earned to go towards a potential Rep's Starter Kit. All new Representatives must join by purchasing a Starter Kit directly from the company and at the published price offered by ZYIA ACTIVE.

- a. Giveaways are permitted and do not have to be offered in a private group as long as they do not offer an incentive towards enrollment.
- b. Giveaways can also not be offered in an attempt to gain more of an audience on any "Discover" ZYIA calls where you're presenting the opportunity to join ZYIA.

15.3 A ZYIA ACTIVE Representative may not purchase ZYIA ACTIVE products from any other ZYIA ACTIVE Representative for the purpose of helping another Representative achieve a higher bonus. (See section above regarding "Bonus Buying".)

- a. A ZYIA ACTIVE Representative may also not move more than \$500 worth of their own orders in a given month to another Representative with the purpose of helping them rank advance.

15.4 Places to Sell

- a. Home Parties/Open Houses
 - i. The party is the basic sales method of any party plan business. As a Representative you are encouraged to enlist a hostess to invite her friends and family into her home for a quick and fun demonstration and to experience the unique ZYIA ACTIVE products. Remember to make these parties simple and fun. Your ZYIA ACTIVE leader has ideas and suggestions to make your party successful. Open Houses are similar to a party but are usually less structured to allow guests to come and go for a specific time period.
- b. ZYIA ACTIVE Representative Individual Replicated Website
 - i. Your personal Representative website allows retail customers in the United States to order any ZYIA ACTIVE product from your shopping cart. These products will be shipped directly to the customer. You will earn personal Commissions on these sales.
- c. Person-to-Person
 - i. Your business is designed to go anywhere with you. You can take orders from a single individual, enter these orders in your Representative Virtual Office, and have them shipped directly to the customer. Inventory is optional, but may be kept on hand so you can sell products directly to a customer. Remember, we do not require or encourage any Representative to maintain inventory.
- d. Events, Fairs, and Shows

i. As a Representative, you may sell ZYIA ACTIVE products at events such as fairs and trade shows as long as it is a temporary event. A temporary event is an event with duration of no more than 30 consecutive days and your participation in any single event or location can be no longer than 30 total days in a six-month period.

ii. You need to personally be present at the booth for at least 75% of the time and the registration and payment must be in your name.

iii. Prior to any event you must:

a) Sign-up through the event manager of the show or fair

b) Identify yourself on the event application as a ZYIA ACTIVE Representative

c) Keep copies of all signed contracts and payments

d) Note: ZYIA ACTIVE has no control over event organizers so it is your responsibility to maintain a professional booth, comply with all ZYIA ACTIVE Policies and Procedures, and comply with all event policies and rules of conduct. Contact ZYIA ACTIVE for sales tax information.

e. Portable Parties

i. Portable Parties will allow a customer to take samples, catalogs, and order forms to her or his office or friends and family to share and allow these customers to take orders for a given period of time. At the end of the time allotted, orders are returned to the Representative. Once completed, the Representative can enter the order as a party order.

f. Other Online Sales

i. All other online sales, except from your ZYIA ACTIVE Representative Replicated Website, are prohibited. This includes but is not limited to eBay, Amazon, Etsy, Varagesale, Craigslist, other auction sites, custom shopping carts, or any other form of sales conducted online.

g. Retail Store Sales

i. The cash and carry of any ZYIA ACTIVE products from a retail store or commercial business is allowed with the approval of ZYIA Active.

Section 16 – Making Payments, Submitting Orders, Delivery, and Sales Tax

16.1 Forms of Payment

a. All orders being placed online must be submitted with a valid credit card.

b. You may collect payment for orders in the form of cash, check, credit card, or other electronic payment. When you submit your order to the company either as a single order or a party order, however, it must be made with a valid credit card.

c. All checks must be made out to you as the Representative. When a customer pays in cash or check, you will be responsible to submit the order with your credit card or debit card.

d. The Company will accept and process all major credit card payments from your customers on your behalf at no additional cost to you. If any problems arise with payment by credit card, it will be the sole responsibility of the Representative to collect payment. ZYIA ACTIVE does not assume responsibility for declined credit cards. If a customer's credit card is declined, the Representative can either remove the order from the party or collect alternate payment from the customer prior to submitting the party order. The billing address for the credit card must match the address the customer lists on the order form. If it does not match, the credit card company may not accept the charge.

e. It is the Representative's responsibility to safeguard all credit card information, maintain a secure Internet connection on any computer they are using to submit orders, and to safely destroy ALL customer credit card information after the order is complete. It is recommended that Representatives keep a copy of each Order Form on file for one year. This is for the protection of the Representative in case there is a disputed charge.

f. It is the sole discretion of each individual Representative to accept or decline the option of check payment. You are also responsible for any checks written to you, and it will be your exclusive responsibility to collect an alternative form of payment should you receive any bounced checks.

16.2 Timely Submission of Orders

All Home Party orders must be closed and submitted within 5 days of the party. Online Parties and Portable Parties must not be held open for more than 14 days and must be submitted within 5 days of closing the party.

16.3 Timely Delivery

It is your responsibility to ensure that all orders are delivered to the customer in a timely manner. This includes any orders shipped directly to the hostess for customer deliveries.

16.4 Sales Tax

In all states that have a sales tax, our software system will calculate the appropriate rate based on the "Ship To" address on the order. It is your responsibility to collect the appropriate amount from the customer at the time of the order. ZYIA ACTIVE will remit the sales tax to the state.

You are not burdened with the responsibility of reporting and submitting sales tax payments, however, you ARE responsible for all applicable sales tax charges on your orders.

Section 17 – Business Supplies

17.1 Business supplies will be made available to Representatives. Some supplies may be available as a free download through the ZYIA ACTIVE Virtual office or purchased in the ZYIA ACTIVE shopping cart.

17.2 Business supplies are not Commissionable and do not create any volume for qualifications.

17.3 The purpose of business supplies is to help promote and build your business.

17.4 Representatives may not sell or market supplies of any kind to other Representatives or outside vendors.

17.5 Business supplies are non-returnable except upon the termination of a Representative's business. You may exchange any supply that is not on sale, closeout, or clearance for credit ONLY within 30 days of purchase if it is unused and in resalable condition.

17.6 Cost of return shipping on business supplies is the sole responsibility of the Representative. ZYIA ACTIVE is not liable for any return lost in transit by any carrier.

17.7 ZYIA ACTIVE reserves the right to reject any return of business supplies.

17.8 It is not required that you buy any business supplies. They are tools that are offered to you for the sole purpose of promoting your ZYIA ACTIVE business.

17.9 Should you decide to create your own marketing materials, you are permitted to do so for personal ZYIA ACTIVE use only, providing you are compliant in all of the following and do not attempt in any way to sell or profit from materials created:

- a. Must include the Independent Representative version of the logo prominently
- b. Include your name and at least one means of contacting you
- c. You do not intentionally or unintentionally lead any customer or potential customer to believe you represent the corporate presence
- d. Use the appropriate color palette, which is available from ZYIA ACTIVE

17.10 It is also expected that any marketing materials created by you or outside of those that are offered by ZYIA ACTIVE maintain a respectable level of quality. Substandard papers, inks, materials, etc. are a poor reflection on the ZYIA ACTIVE brand and your business. Please take the time and resources to ensure you are representing the Company well.

17.11 Sales of Representative Produced Materials

If you create any sales tools or marketing materials that are approved by the Company, you may provide them to other Representatives free of charge. However, you may not sell the materials, charge any fee, or request a "donation" to any other Representative to use or access the materials. In addition, you may not sell or charge any fee or request a "donation" from any other Representative for any accessories or other products associated with your ZYIA ACTIVE business.

Section 18 – Payment of Personal Commissions and Bonuses

18.1 Personal Commissions

You receive personal Commissions from products that you personally sell to customers and retail rebates on product that you personally purchase. Personal Commissions and rebates are paid at the same percentage rate, and are based on the retail price of the product. The percentage rate you are paid is determined by your "Paid-As" Rank in the Pay Plan.

There are no Commissions earned on ZYIA ACTIVE starter kits, free, and certain discounted items.

200 PV is required each month in order to qualify for commissions and your commissions must total over \$15 in order to get paid out, if not then that balance will rollover to the next month until it reaches the \$15 minimum. Also in order to receive commissions as an Independent Representative with ZYIA ACTIVE, you are required to set up, a payment method to receive a direct deposit from ZYIA ACTIVE.

18.2 Bonuses

You are paid bonuses on the sales of other Representatives in your downline. The bonuses are calculated on the "Paid-As" Rank you hold and the Title held by your frontline Representatives in the calendar month that the sales were made.

18.3 Time of Month Paid

All Commissions and bonuses will be paid out by the 15th of the month following the calendar month in which they were earned. All Commissions and bonuses will be paid out in the form of a direct deposit into the bank account you set up during the enrollment process.

18.4 You are responsible to keep information current with ZYIA ACTIVE. Bonuses and Commissions will be late, missed, or delayed due to missing information or accounts not properly set up. All information must be provided in its complete form at your initiation. No late payment will be expedited if this is the case. Returned Commission payments will be added to the following month's Commission.

18.5 You are paid on your personal sales and the qualified sales of Representatives in your downline. You are never paid for recruiting another Representative.

Section 19 – Advertising/Marketing Guidelines

19.1 All advertising and marketing materials you use in any form must meet the ZYIA ACTIVE Advertising Guidelines. These guidelines are in place to protect you, your business, our customers, and ZYIA ACTIVE. The misuse of marketing materials or ZYIA ACTIVE branding may result in disciplinary action as deemed appropriate by the Company.

19.2 Consistent Branding

Permitted and approved logos, photos, and other design elements can be provided by ZYIA ACTIVE to help you create materials that follow appropriate trade dress and branding standards. The misuse of these design elements may result in the disciplinary action as deemed appropriate by the Company.

19.3 Approved Advertising and

Tools a. Personal Branding

i. ZYIA ACTIVE has gone to great lengths to provide the highest quality marketing tools at a reasonable price to help you build your business. Marketing tools will be made available by ZYIA ACTIVE.

ii. When using the ZYIA logo on your marketing pieces the words "Independent Rep" must be included in the logo.

iii. The Company's name, logos, and product names are trademarks and trade names belonging to the Company. Representatives must not use the Company's trademarks or trade names in any marketing material that they create with the exception of those marks and images that are approved for Representative use by ZYIA ACTIVE. The misuse or infringement of Company trademarks may result in disciplinary action as deemed appropriate by the Company, including but not limited to legal action.

b. Business Cards

i. If you choose to use business cards, there are a variety of styles to choose from but they must meet all marketing guidelines set by ZYIA ACTIVE.

c. Telephone or Web Listings

i. When posting your business in any telephone book or web listing you must use the following

format: a) Your name or entity name

b) ZYIA ACTIVE Independent Representative or ZYIA ACTIVE Independent Representative/Your Title

c) You must not imply or use any language that would lead a person to think you are the ZYIA ACTIVE Corporate presence or an employee of ZYIA ACTIVE.

d) Phone, Internet access, and all contracts must be put in your name and not in ZYIA ACTIVE,

LLC's name. d. Telemarketing

i. All Representatives must comply with federal/state/local solicitation laws. e. Online Marketing

i. Banner Ads

a) Banner advertisements on a website are permitted providing you use: 1. The Independent Representative logo

2. Your name and at least 1 form of contact information

3. No claims or implications that you represent the Corporate presence

ii. Email Spamming

a) You are not allowed to transmit mass, unsolicited emails to promote ZYIA ACTIVE to people who do not know you or have not given permission to contact them. Any customer who has chosen to "opt in" as a subscriber or who has initiated a request to be included in bulk emails or a newsletter is approved. Please use a reputable service when contacting any customers via mass email.

iii. Spam Linking or Spamdexing

a) Any comments you make on blogs forums, guest books, etc. must be unique, informative, and relevant. iv. Pay-Per-Click Ads and Sponsored Links

a) Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either your ZYIA ACTIVE Representative Replicated Website or to your Non-Replicated Website. The URL must not portray any URL that could lead the user to assume they are being led to the ZYIA ACTIVE corporate site, or be misleading in any way.

b) No sponsored link, PPC, meta tag, or other search engine optimization technique may utilize any of ZYIA ACTIVE's trademarks, trade names, or any mark or name that is a derivative of any such trademark or trade name.

c) Traffic may not be purchased in bulk through a "traffic acquisition vendor".

Section 20 – Use of Trademarks and Copyrights

20.1The Company may license the use of its trademarks to Representatives, subject to the limitations herein and subject to the limitations in any licensing agreement.

20.2Representatives may not use any of the Company's trademarks or any derivatives of its marks or confusingly similar variations of its marks in any marketing or promotional material that they produce other than those marks and Independent Representative logos that can be provided by ZYIA ACTIVE. The misuse of Company trademarks may result in disciplinary action as deemed appropriate by the Company, including but not limited legal action.

20.3 Representatives shall not register or attempt to register or reserve any of the Company's trademarks or trade names, or any derivatives of such trademarks or trade names (collectively "Marks") for any Internet domain name, URL, subdomain name, email address, or social media handle, address, or name (collectively "Web ID"). If a Representative does register any of the Company's Marks in such a fashion, the Representative agrees and hereby acknowledges that the Company owns, and shall continue to own, all rights in and to the Company's Marks and that the Representative will discontinue using the Web ID upon demand from the Company. The Representative further agrees to immediately re-assign to the Company any Web ID that the Representative has registered or reserved in violation of this policy at no charge to the Company. The provisions of this Section survive the termination of the Contract.

20.4 The Company, in its sole discretion, will determine whether a derivative or variation of its Marks is confusingly similar to the Company's Marks. If the Company determines that a term or word used by a Representative is a derivative or variation of a Company Mark, the Representative shall transfer the Web ID to the Company pursuant to the preceding policy.

Section 21 – ZYIA ACTIVE Representative Websites

21.1 Representative Replicated Websites

When you enroll in ZYIA ACTIVE you will receive access to a Company-hosted personal Representative Website.

21.2 Personal Non-Replicating Website

- a. You may have one Personal Non-Replicating Website/URL (an “Independent Website”) to market or link to your ZYIA ACTIVE business. Your

Independent Website must only promote ZYIA ACTIVE products and/or the ZYIA ACTIVE opportunity. Only approved images of the ZYIA ACTIVE products can be used on an Independent Website.

b. Other than your Personal ZYIA ACTIVE Representative Replicated Website you may not use the words “ZYIA” or “ZYIA ACTIVE” or any of the Company’s other Marks in connection with any Web ID.

c. All shopping and/or new Representative enrollment links must link to your Personal ZYIA ACTIVE Representative Replicated Website. Product sales or enrollments may not occur on any website other than your personal Replicated Website.

d. Multiple URLs must not be used to forward or redirect traffic to your Personal ZYIA ACTIVE Replicated Website. ZYIA ACTIVE strictly prohibits any Representative redirecting traffic from more than her or his one personally owned URL. Blogs sites, social platforms, and other third party marketing sites are not considered personally owned URLs.

Section 22 –

URL, Email Naming, Blogs, Facebook, Social Media, YouTube, etc.

22.1 You may not use the words “ZYIA “ or “ZYIA ACTIVE” or other Marks in any Web ID. In addition, you may not use words or Marks in any URL or email or social media address that would directly or indirectly imply that it may be a ZYIA ACTIVE corporate email, URL, or an official corporate page. If you are out of compliance, ZYIA ACTIVE will require you to change the Web ID, URL or social media address. Any cost for changing marketing material including business cards, emails, websites, or advertising will be yours. If you have any question about whether or not you are out of compliance then contact Representative Support before purchasing and creating any Web ID.

22.2 You may use social networking sites, blogs, and forums to share information about ZYIA ACTIVE. However, these sites may not be used for transacting sales or Representative enrollment. All links for selling and Representative enrollment must redirect to your Personal ZYIA ACTIVE Representative Website.

Section 23 – Media Inquiries

If you are approached by any media entity about ZYIA ACTIVE, you must first contact ZYIA ACTIVE before providing any statement, press release, or media announcement.

Section 24 – Training Websites

You may have a separate Training Website for the purposes of sharing with and training others.

Section 25 – Shipping

The present cost of shipping is between \$3.50 and \$15.00 USD for all orders, with the exception of Starter Kits, some specialty items/kits and will be sent via preferred shipper as deemed appropriate by the Company. This cost is subject to change at the sole discretion of the company. Note: There is a \$25 fee for all package intercepts for shipments in transit.

Section 26 – Returns

26.1 Customer Refund Policy

ZYIA ACTIVE offers a money-back guarantee on products returned within 30 days from the date of sale to be eligible for a refund or credit. Products must be returned in their original packaging and must be unused. The product must not be altered, damaged, or marked upon in any way.

Products purchased from a Representative’s replicated website and shipped directly to the customer by the Company must be returned to the Company and the Company will issue a refund to the customer. Products sold to a customer by a Representative from her or his inventory must be returned to the Representative who sold the merchandise, and it shall be the responsibility of the Representative to issue the refund to her or his customer.

No refund is available for products damaged by abuse or misuse, or for merchandise sold on a closeout or clearance sale, or which is otherwise sold as a “special” and identified as nonrefundable.

There is a \$2 re-stocking fee for each product that is returned.

Shipping costs are not refundable, and it is the customer’s responsibility to pay for return shipping charges on merchandise being returned to the Company unless the merchandise is defective or is received by the customer in damaged condition.

If a Representative returns or exchanges \$300 or more in merchandise during any 12 rolling month period, the Company may treat the return as a cancellation return and may cancel the Representative’s agreement. Please send all returns to:

ZYIA ACTIVE, Returns
9498 S 670 W Sandy, UT 84070

ZYIA ACTIVE does not accept the return of tools for refund for any reason after one year.

Representatives are responsible for all incurred shipping expenses.

ZYIA ACTIVE does not exchange product or tools. If you want to exchange an item for another, you may use the return policy above for credit and then purchase the desired item with that credit.

If you receive an item that is damaged, broken, or defective, please contact us as soon as possible. ZYIA ACTIVE only accepts these claims within five (5) business days of receipt. Please examine each shipment of product or tools carefully and contact us in a timely manner. Photos may be requested. A pre-paid shipping label may be provided to you by ZYIA ACTIVE for any necessary returns of defective items. If the damage or defect is a direct result of the shipping carrier, you may be likewise asked to help participate in any claims ZYIA ACTIVE may file to collect reimbursement for damages to your order. Limit of one return per order.

Shipments lost by a carrier are the responsibility of the Representative and their carrier. ZYIA ACTIVE is happy to assist with relevant information such as ship dates and tracking, but is not responsible for packages once they have left the warehouse.

If there is an error in your shipment, contact ZYIA ACTIVE to rectify the issue within five (5) business days. We regret we cannot correct any shipments, replace missing ordered product, etc. if we are not informed within 5 business days. Please check all received orders for both tools and product promptly. We will work with you to repair any errors as quickly as we are able including expedited shipping when necessary.

We do not currently offer expedited shipping on either tool or product shipments.

We are unable to process returns or exchanges during the first 3-5 days of the month as we're running commissions. We will process commissions as quickly as possible to ensure that we're able to process your returns and exchanges as quickly as possible.

26.2 Cancellation Returns

Upon cancellation of a Representative's Agreement, the Representative may return Starter Kits, products, and sales tools that she or he personally purchased from ZYIA ACTIVE (purchases from other Representatives or third parties are not subject to refund) that are in resalable (see Definition of "Resalable" below) condition so long as the products and/or Sales Tools were purchased within 90 days prior to the date of cancellation. Upon receipt of a resalable Starter Kit and/or resalable products and sales aids, the Representative will be reimbursed the net cost of the original purchase price(s). Neither shipping and handling charges incurred by a Representative when the Business Kit, products, or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If a Representative was paid a Commission based on a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the Commission that was paid based on that product purchase will be deducted from the amount of the refund.

Products and Sales Tools shall be deemed "resalable" if each of the following elements are satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; and 3) it is returned to ZYIA ACTIVE within 90 days from the date of purchase. Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, shall not be resalable.

a. Montana Residents i.

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

Section 27- Social Media Guidelines

A. The words ZYIA or ZYIA Active cannot be used in any way in a URL other than your replicating website that is provided to you by the company.

B. You may use the word ZYIA on an Instagram page as long as your bio uses the terminology Independent Rep in the first 2 lines.

C. You may use the word ZYIA or ZYIA Active on your Facebook page but you also must use the terminology Independent Rep in the page name. For example you cannot put ZYIA Active as your page name or ZYIA Active with Jane Doe. You can, however, use ZYIA Active Independent Rep with Jane Doe.

Section 28 – Competition & Confidentiality Conflicts

28.1 As a Representative you are using both the ZYIA ACTIVE brand and its products to build a business and as such will be held to the Company's high standards. In order to protect its branding and high standards, the Company considers the following to be a conflict of interest.

a. I understand upon reaching the ranking or status of ZYIA Executive the standards and expectations are high. The Company considers it a conflict of interest and violation of this contract for representatives who reach this ranking or status join another competing or direct sales related company and be able to fulfill my duties and responsibilities with ZYIA ACTIVE, unless I received written approval by ZYIA Active management. Such action could result in a demotion or other disciplinary action as deemed appropriate by the Company. [See also 3.2 (m)]

b. ZYIA ACTIVE owns all of the rights and privileges to the resources provided to and used by its representatives. The use of Company resources for personal profit, such as representative information, product or supplies is for ZYIA ACTIVE use only and should not be used to facilitate any business outside of a representative's ZYIA ACTIVE business. Any other use of Company resources is a violation and could result in disciplinary action, including termination. This includes but is not limited to creating a business outside of ZYIA ACTIVE and using the accessible resources provided to you by ZYIA ACTIVE.

c. Confidentiality is crucial to ZYIA ACTIVE. Products are constantly evolving and changing to keep them new and fresh. It is meaningful to the Company to be able to continuously provide quality new product while keeping the fun and creative aspect with an element of

surprise. To avoid influential situations that affects the decision-making, judgment, job duties or loyalty of the Company by representatives and Company employees is important the relationship between representatives and corporate employees be one of professionalism in nature. Anything outside of a professional relationship presents a conflict of interest.

Section 29 – Disciplinary Sanctions

29.1 If you are found in violation of your Representative Agreement or these Policies and Procedures, or if ZYIA ACTIVE determines that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, you may be subject, at ZYIA ACTIVE's sole discretion, to one or more of the following corrective measures:

- a. A written warning or admonition;
- b. A requirement that you take immediate corrective measure
- c. Loss of rights to one or more bonus and/or Commission payments;
- d. Suspension of your Representative Agreement for one or more pay period (the Representative will not be eligible for compensation during the suspension period);
- e. The removal of a frontline Representative and their downline organization from your downline organization;
- f. Involuntary cancellation of your Representative Agreement; or
- g. Any other measure allowed within any portion of the Agreement, or which ZYIA ACTIVE deems appropriate, to equitably resolve injuries caused wholly or in part by your policy violation or contractual breach.

29.2 ZYIA ACTIVE may withhold from you all or part of your bonuses and Commissions while the Company is investigating any potential or alleged misconduct. If your ZYIA ACTIVE business is canceled for disciplinary reasons, you will not be entitled to any Commission or bonus withheld during the investigation period. ZYIA ACTIVE may institute legal proceedings for monetary and/or equitable relief at its sole discretion.

Section 30 – Breach of Contract Procedures

30.1 Conditional Obligations.

The Company's obligations to a Representative are conditioned upon the Representative's faithful performance of the terms and conditions of the Contract. The Company, in its sole discretion, will determine if a Representative is in breach of the Contract and may elect any, or all, available remedies.

30.2 In the event of breach, the Company may elect to take no action or to exercise some or all contractual remedies and remedies at law or in equity, including, but not limited to:

- a. Notify the Representative either verbally or in writing of the breach and providing a notice to cure the breach;
- b. Require from the Representative additional assurances of future compliance;
- c. Withhold or deny recognition;
- d. Assess damages and withhold them from Commission payments;
- e. Suspend Representative Rights temporarily or permanently;
- f. Seek injunctive relief;
- g. Terminate the Contract; and
- h. Seek damages and associated costs.

Section 31 – General Provisions

31.1 Indemnification

As a Representative, you are responsible for all verbal and written statements you make regarding ZYIA ACTIVE products, services, and Pay Plan. You will indemnify and hold ZYIA ACTIVE harmless from any and all liability resulting from your actions while contracted as a Representative or after termination of your Agreement.

31.2 Confidentiality

All Representative lists and information (including addresses, email addresses, telephone numbers etc.) are confidential and are the exclusive property of ZYIA ACTIVE. You may use the Representative list of your downline solely for purposes of helping support your ZYIA ACTIVE sales organization. You are required to keep these lists confidential. Under no circumstances may you sell or share the list with any third party or disclose its contents to any third party other than as part of the sale of the business.

31.3 Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in and with the Federal and State Courts in Salt Lake County, in the state of Utah, unless the laws of the state in which you reside expressly requires the application of its laws, in which case that state's law shall govern all issues related to jurisdiction and venue. In the event that ZYIA ACTIVE retains an attorney to enforce any provision of these Policies and Procedures, Terms and Conditions, or the Representative Agreement, then ZYIA ACTIVE shall be entitled to injunctive relief without the benefit of bond and shall further be entitled to its attorneys' fees and costs.

The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the state of Utah shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Representative resides expressly require the application of its law.