



INTRODUCTION

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

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

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

EQUAL OPPORTUNITY

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

POLICY PROVISIONS

In order to maintain the integrity of the Vemma program and to assist and ensure compliance with federal, state, provincial, local and applicable non-US national, state, federal or local laws, policies or regulations, the following policies have been adopted and will be strictly enforced. A copy of these policies is available at www.vemma.com

MEMBER POLICIES

BECOMING A MEMBER

There is no fee to become a Member of Vemma. Products are available for purchase at the time of sign up in all markets. A person can sign up to become a Member of Vemma online at an existing Member's www.myvemma.com and www.myverve.com websites, by telephone, facsimile or by mailing to the email address provided at the website in an application to the Company, or in person in the company PowerStore where available. Once Vemma processes the application, that individual automatically achieves "Member" status and all of the advantages that go along with it. Applications mailed and faxed will be placed at the bottom of the line indicated on the paperwork if the original position is no longer available. Members at "Member" level are eligible to earn bonuses as well as enroll other Members into their network organization. The application date will be the date that the application is processed by Vemma. Once Vemma accepts the application, Vemma will contact each Member with a courtesy phone call.

If a US minor (age 14-17) chooses to become a Member of Vemma, they can do so by signing up online at an existing Member's www.myvemmas.com and www.myverve.com websites, by telephone, or by mailing the original Registration Form and Acceptance Form to the Company at the address provided on the website. In addition, the potential Vemma minor Member **must** mail the **original** U.S. Minor Registration Form and the **original and notarized** Parent/Legal Guardian Acceptance Form to: Vemma Nutrition Company, 8322 East Harford Drive, Scottsdale, AZ 85255, **Attention: Legal Department**. All information requested on the Vemma Minor Registration Form and Acceptance Form must be provided in full or the approval of the Vemma minor account will be delayed and possibly suspended. All orders for product will be placed on hold until verification of Registration Form and Acceptance Form has been reviewed and approved by the Vemma Legal Department. Once the Legal Department has reviewed and approved all of the required documentation, orders will be released and shipped accordingly. All Vemma minor Members must be in the same organization as their Parent/Legal Guardian if the Parent/Legal Guardian is currently a Vemma Member. All Vemma minor Members must have the same Enroller as the Parent/Legal Guardian or the Parent/Legal Guardian must be the Enroller of the Vemma minor Member. If the mailed original Registration Form and Acceptance Form have not been received by the Vemma Legal Department after 14 days of the initial signup, the account will be suspended. Once Vemma processes all of the documentation, that individual automatically achieves "Member" status and all of the advantages that go along with it. Registration Forms and Acceptance Forms will be placed at the bottom of the line indicated on the paperwork, if the original position is no longer available. Members at "Member" level are eligible to earn bonuses as well as enroll other Members into their network organization. The registration date will be the date that the documentation is processed by Vemma. Once Vemma accepts the documentation, Vemma will contact each Member with a courtesy phone call.

New Vemma minor Members have the opportunity to upgrade to earn the maximum earnings level within 90 days of their initial sign-up. However, upon said minor's 18th birthday, they are allotted another 90 days to upgrade to earn the maximum earnings level. The minor will have to purchase one of the Builder Packs (Basic, Silver or Ultimate) in order to determine the maximum earnings level.

If a US Member chooses to operate their membership as a business, they must complete a duly executed "Operating Under A Business Name" form and other appropriate documentation as requested and/or required by Vemma. The "Operating Under A Business Name" form maybe obtained online in your back office at www.vemmas.com/backoffice. By submitting such application, the applicant is acknowledging that all officers, directors, shareholders, members, employees, agents and other related persons are bound by this application and agreement. Any change in the officers, directors, shareholders, members, managers, partners, owners or other individuals listed on the "Operating Under a Business Name" form shall be deemed a sale of the Membership and subject to the "Sale of Membership" rules contained herein. No membership may be in the form of a trust.

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

VERMA IDENTIFICATION NUMBER (VID)

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

SOCIAL SECURITY NUMBER / FEDERAL ID NUMBER REQUIREMENTS

US Members are not required to submit their Social Security Number or Federal ID Number at the time of sign-up. However, if a US Member's earnings meet or exceed \$600.00 during the calendar year, Vemma must obtain a Social Security Number or Federal ID Number for purposes of reporting income earned to the IRS.

Vemma will first contact the Vemma Member either by phone, email and/or letter to obtain the required information from the Member. If the Member has reached \$600 in earnings and Vemma has not received the social security number and/or federal identification number from the Member, Vemma will withhold any earnings, beginning with the bonus payment that puts the cumulative earnings over \$600.00, until the required information is received or for a 90-day period. Once Vemma receives the Member's Social Security Number or Federal ID Number, the earnings will be paid out as part of the next bonus run. If the 90-day period has passed with no response from the Member, Vemma will change the status of their account to "Customer" and any earnings that have been withheld for 90 days will revert back to Vemma through an automatic process, and the Member agrees that any such earnings will be null and void and his or her interest in or right to the earnings is forfeited.

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

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

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

NO PRODUCT PURCHASE REQUIRED

No product or inventory purchase by the Vemma Member is required and there are no other fees or costs, except as may be specifically set forth herein. Data processing fees, if any, will be deducted from commissions and bonuses. Properly filled out Member Applications will be put on file at Vemma at no cost to the concerned Member.

MEMBER STATUS AS AN INDEPENDENT CONTRACTOR

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

MEMBER RIGHTS

Vemma Members are entitled to:

1. sell and market Vemma products and profit from these sales;
2. participate in the Vemma Compensation Plan;
3. enroll individuals into their network organization; and
4. receive a FREE website for marketing purposes as long as they are active.

There are no exclusive territorial restrictions granted to any Member.

As a Vemma Member, you have the opportunity to join Vemma's parent company, New Vision (only in the countries New Vision is available). If you decide to join New Vision, you have the option to sign up under your original Vemma enroller or choose a new enroller. However, the Company will not tolerate any manipulative building by raiding another Vemma Member's downline to profit their New Vision downline. This type of conduct will be subject to disciplinary action, up to and including suspension and/or termination of their Membership.

PRODUCT LIABILITY INSURANCE

Vemma carries a product liability insurance policy that covers all Members in good standing. For an annual Administrative Fee of \$125.00, Vemma will provide the Member with a Certificate of Liability Insurance showing them as a Vemma Member and an additionally insured. The policy period is effective from May 1st through May 1st (12:01am/MST) the following year. May 1st is the renewal date for Vemma's policy. Vemma recommends that Members consult with their own insurance experts to obtain insurance to meet their own needs. For more details regarding this program, please call the Insurance line at 480-927-8644.

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

Vemma has implemented Company policies, rules, regulations and compensation plan requirements (as found on our corporate website, www.vemma.com) for proper sales and marketing procedures and to prevent improper, abusive or illegal acts. The Compensation Plan policies are deemed to be part of Vemma's policies and procedures, as incorporated herein. Each Member shall be familiar with all current and subsequently amended Company policies and the Compensation Plan and shall conduct their Membership in strict compliance therewith. As a Member, you must review the current Company policies and Compensation Plan policies located on www.vemma.com on a regular basis to ensure your familiarity. The placing of orders for product with Vemma is a reaffirmation of such commitment to abide by all existing Company policies and Compensation Plan policies. A Member shall have the right to receive commissions, rebates, bonuses or other compensation only as long as he or she is an active member and is conducting his or her business in compliance therewith.

SIGN UP BY FAX / ONLINE / TELEPHONE / IN PERSON

This program allows a Member to give a prospect their VID along with their website address so that the prospect can sign up by fax, online, telephone or in person. The prospective Member must provide his or her enroller and placement information, shipping and mailing address, and proper method of payment. The new Member is then able to place orders and sign up other Members. A Member must complete the Member Application and Agreement form and submit it to Vemma, unless they signed up online. If the completed Member Application is not received following enrollment, any royalties earned may be held by the Company according to policy, pending receipt of the Application. All Vemma Members must have an active Autoship base order on file, with a 60 QV minimum order. A 60 QV order will activate your account for four volume periods, including the volume week in which the order is placed, plus one volume week grace period. The Autoship processing date will be assigned by Vemma at the time of sign-up. Members will have the ability to change their Autoship batch date in their back office. Members may only choose new batch dates that do not make their account inactive for any period of time.

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

There is a \$20.00 (USD) processing fee for each placement request. Vemma reserves the right to charge a higher processing fee dependent on the complexity of the request.

A Member is required to fill out the Member Application and Agreement form with current, complete, and accurate information as it is prompted to be done. Enroller changes may be requested within 10 days from the entry date of the person on whom the enroller is changing. These changes must be requested by the current enroller. Enroller changes on VemmaBuilder people and requests made after the 10-day period will be evaluated based on the facts of each case. Vemma has the final decision to accept or reject any enroller change requests, regardless of when they are placed.

There is a \$20.00 (USD) processing fee for each enroller change request. Vemma reserves the right to charge a higher processing fee dependent on the complexity of the request.

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

LEGAL AGE

All Vemma Members must be the age of majority and meet all other criteria in the state/province/country in which they distribute Vemma products.

SIMULTANEOUS INTERESTS

Vemma Members and/or their spouses may not have an interest, directly or indirectly, in more than one Membership. However, there are exceptions to this rule: 1) If you were an original founding member in Vemma, Vemma Asia or Vemma Europe; 2) if you qualify under the "Married Couples" section; 3) if you qualify under the "Succession" section incorporated in these policies and procedures; or 4) if your primary place of residence is in Europe and you qualify as a shareholder under the "Corporations" section.

MARRIED COUPLES

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

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

If a married couple obtains one Membership and notifies Vemma of a divorce, they should contact Vemma as to how the Membership is to be managed thereafter. Otherwise, Vemma will consider the person who was originally listed as the Member to continue as the Member. In the event of divorce or legal separation of a joint Membership, legal court documents relating to such action, as requested by the Company, must be submitted to Home Office.

ACTIONS OF HOUSEHOLD MEMBER OR AFFILIATED INDIVIDUALS

If any member of a Member's immediate household engages in any activity which, if performed by the Member, would violate any provision of these policies, such activity will be deemed a violation by the Member and Vemma may take disciplinary action pursuant to the policies against the Member. A Member's "immediate household" is defined as spouses and dependents living at home or doing business at the same address. Similarly, if any individual associated in any way with a corporation, partnership, or other entity (collectively, "affiliated individual") violates the policies, such action(s) will be deemed a violation by the entity, and Vemma may take disciplinary action against the entity.

PRICE CHANGES

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

RETAIL RECEIPTS

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

SALE OF MEMBERSHIP

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

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

SUCCESSION

Upon the death or incapacity of the Vemma Member, his or her rights to bonuses and marketing position, together with Member responsibilities, shall pass to his or her successor in interest upon written application when Vemma is provided with all the necessary documentation, as provided in Vemma's policy regarding Succession in Interest (a copy of which may be obtained by contacting Home Office). The successor Member must execute a Member Application and Agreement and fulfill all responsibilities of the Member.

VOLUNTARY RESIGNATION

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

SUSPENSION AND TERMINATION

Vemma reserves the right to suspend and/or terminate any Vemma Member at any time for cause when it is determined that the Member may have violated the provisions of the Member Agreement, including the provisions of these policies and procedures or compensation plan as they may be amended, or the provisions of applicable laws and standards of fair dealing. Such suspension and/or termination shall be made by Vemma at its discretion.

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

Any suspension notice will be sent by Postal Service, first class mail, electronic mail or fax to the Member's address, email address or fax number on file with Vemma. Any termination letter will be sent by certified mail, Postal Service, first class mail or electronic mail to the Member's address or email address on file with Vemma. For Members outside the US, other delivery methods may be used.

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

EFFECT OF SUSPENSION OR TERMINATION

A Vemma Member placed under suspension shall not have the right to represent himself or herself as a Member, purchase products from Vemma, receive any royalties, bonuses, awards, nor be eligible to attend Vemma functions until such time as the suspension has been lifted.

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

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

A Member terminated for failure to follow Company policies may not reapply to become a Member or Customer of Vemma.

ENROLLING POLICIES

RIGHT TO ENROLL

All Vemma Members have the right to enroll others. In addition, every person has the ultimate right to choose his or her own enroller. If two Members should claim to be the enroller of the same new Member, Vemma shall investigate the dispute and make an independent determination as to the proper enroller. All Vemma Members agree to accept and abide by this decision and understand that the decision of Vemma is deemed final.

ENROLLER RESPONSIBILITIES

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

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

REFERRAL POLICY

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

ORDERING / PAYMENT OPTIONS & POLICIES

ORDERING METHODS

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

It is the responsibility of the Member to confirm payment acceptance and processing of their order. To ensure confirmation, a Member can log into their Vemma back office through www.vemma.com. Vemma strongly recommends that Members document each order number processed.

European Members may place orders through the vemmaeurope.com website only.

US AND ASIA "WILL CALL"

US and Asia Members have the option to place "will call" orders. All US "will call" orders can be picked up at Vemma's PowerStore located at Home Office. "Will call" orders for Asia can be picked up at the store located in the Contact Details section incorporated in these policies. If the order has not been picked up within one week, Vemma will make a courtesy call to the Member indicating the same. If the order has not been picked up within two weeks of the original order date, Vemma will ship the order, via standard shipping, to the Member and will debit the Member's credit card on file with Vemma. If Vemma has shipped a Member's will call order for three consecutive months, Vemma will change the Member's account to reflect that all orders be sent directly the Member's address on file.

PAYMENT OPTIONS

Online orders may be paid by VISA, Amex, Discover, MasterCard or money order. Asian orders (excluding Japan) may be paid using money order, NETS, bank deposit or e-wallet. European orders may be paid by VISA, MasterCard or using bank deposit. In Austria, Belgium, Germany and the Netherlands orders may be paid using direct debits. Japan orders may be paid using VISA, Amex, MasterCard, JCB, money order or bank/post office deposit. For orders paid using NETS, bank deposit or e-wallet payments must be made within 48 hours of the order date. If payment is not

verified within 48 hours, the order will be cancelled. If payment is received, the order will count for the volume period in which it was placed. Orders will not be shipped, nor will Vemma acknowledge product volume, without payment in full. The Member must use their own credit card in order to place any orders on their account. Vemma will not accept payment on a Member's order from a non-Member.

Aruba and Netherlands Antilles (Bonaire, Curacao, St. Eustatius, Saba and St. Martin) Vemma orders may be paid by VISA and MasterCard or by using a bank deposit. In Aruba, at the local Vemma office, Vemma orders may also be paid by using direct debit cards.

Any Member found submitting false banking information with regard to credit card information will be subject to immediate termination of their Membership, and forfeit any and all royalty income owed and in holding at that time.

It is the responsibility of the Member to confirm payment acceptance and order processing by logging into the back office of the myvemmas.com site. Full payment of orders must be received at Home Office by the close of the last business day of the volume period in order to be considered part of the respective volume period.

AUTOSHIP ADVANTAGE

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

All Vemma Members are required to have an Autoship order on file with Vemma. This program allows Members to design their own product order for the volume period. Payment is automatically deducted from an authorized VISA, MasterCard, Discover, JCB or Amex credit card, or paid by NETS, bank deposit or e-wallet in Asia, Austria, Germany or Slovenia. Each month your account will be debited on the date selected as your Autoship processing date. (Please note, if you chose the 29th or 30th as your Autoship processing date, for the month of February, your credit card and order will be processed on the 28th of that month.) Product will be shipped usually within 24 to 48 hours of each billing. Vemma reserves the right to process Autoship orders a couple of days prior to the Member's batch date due to holidays, corporate events, etc. Vemma will notify its Members in advance by posting an announcement in the Vemma back office through www.vemmas.com and/or sending an email to all Members who have an email address on file with Vemma.

It is the responsibility of the Member to insure that a valid payment option is provided for processing. Vemma is not responsible for a Member not attaining qualifications or earnings resulting from declined or invalid payment options.

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

DELAYS

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

SHIPPING RATES

To obtain the current shipping and handling rates, please contact Member Services or visit www.vemmas.com/shipping.html. European Members can find current shipping and handling rates on www.vemmas.com/europe.com.

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

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

Aruba and the Netherlands Antilles (Bonaire, Curacao, St. Eustatius, Saba and St. Martin) also offer its Vemma Members, a 100%, unconditional, 30-day, full money-back guarantee.

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

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

All products returned under this guarantee must be sent pre-paid by the Member. In addition, the Member must obtain a Return Merchandise Authorization Number (RMA) from Vemma prior to returning the merchandise. For assistance, please call Member Services.

RETURN POLICY FOR VEMMA AND VEMMA VERVE!®

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

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

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

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

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

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

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

DAMAGED GOODS

Vemma is dedicated to shipping quality products. However, some goods may become damaged during the course of shipment. It is the responsibility of the Vemma Member to verify the condition of each item upon receipt of the order and refuse to accept any damaged goods. If a damaged shipment is left at the door or if a Member discovers after the fact that any part of their shipment has arrived in less than satisfactory condition, the Member must immediately contact Vemma Member Services.

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

BUY-BACK POLICY

Any Vemma Member who resigns and wishes to return product to the Company should notify Vemma of his or her intention by calling Member Services or sending a letter to the Company. Vemma will repurchase the products that are in restockable and resalable condition at a price equal to 100% of the original sales price, minus shipping and handling, provided that the Member has complied with all the terms and conditions contained in these policies. The US Member has 30 days from the date of resignation in order to return product. The Asia Member has 60 days from the date of resignation in order to return product. The European Member has 14 days from the date of receipt of the Vemma Nutrition Pack. The letter must list all the items to be returned, the quantities of each item and the sales order number(s) under which each of the items was most recently purchased. Products will not be considered resalable if they are unusable (i.e., shelf life has passed, the product has been opened or the product or version of the product is no longer carried by Vemma).

Once the buy-back letter has been received at Home Office or when the Member calls Member Services, he or she will be provided with a Return Merchandise Authorization Number (RMA), as well as the address to which the merchandise should be shipped. This Return Merchandise

Authorization Number must be clearly marked on the outside of each box being returned. Any merchandise being returned to our Distribution Center must be sent prepaid. Members are encouraged to use a traceable means of transport, as Vemma is not responsible for items lost in transit. Once the merchandise has been processed at the Company's Distribution Center, the account will be credited or a refund processed in the manner of original payment (i.e., a credit will be issued on the credit card originally used for the product purchase).

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

REPLACEMENT ORDERS

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

INCOMPLETE ORDERS

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

BACK-ORDERS

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

TRACING SHIPMENTS

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

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

Members have a maximum of 15 days from the date of an order to report that items have not been received. After this period, the order will be considered as delivered in full.

SALES AND USE TAX

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

INVENTORY LOADING

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

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

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

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

To discourage any Member from encouraging other Members to circumvent the inventory loading prohibition, the Company will recover any bonuses made to a Member's upline regarding any violation of this policy.

COMPENSATION PLAN

The Dual Line Compensation Plan is based on the simple two team-building concept — a left and right team. Since there are just two teams to build, this creates excitement as new Members join, one after the other, down team lines, helping more people benefit from the volume and creating greater leverage within the plan. This allows you to earn commissions not only on your personal sales but also the sales made by other people that fall under you — no matter who makes the sale, even if they're placed under you by your upline!

When you sign up as a Member and get on Autoship for at least one Vemma Nutrition Program™ you will instantly receive a Vemma Business Center (VBC) and a free marketing website. You will automatically be placed in one of your Enroller's two legs. Then, you can concentrate on building one or both of your legs and enjoy the spillover of new Members and Customers enrolled by people above you!

Best yet, the Vemma Compensation Plan pays out weekly, so you have the opportunity to get paid every week! Your monthly Autoship order will activate your membership for four weeks: the week in which the order is placed and the following three weeks. Additionally, you will receive a one week grace period. For more details on Vemma's Compensation Plan, please visit your back office at www.vemma.com/backoffice.

EARNINGS PROCESSING

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

Country	Minimum Earnings*	Direct Deposit Fee	Check Fee
Aruba	\$3.00	No charge	\$2.00
Australia	\$5.00	\$3.50	\$3.50
Canada	\$3.00	N/A	No charge
Europe	\$17.00	N/A	\$2.50
Hong Kong	\$3.00	No charge	No charge
Indonesia	\$3.00	\$0.50	\$2.00
Ireland	\$5.00	N/A	No charge
Japan	\$35.00	\$6.00	N/A
Netherlands Antilles (Bonaire, Curacao, St. Eustatius, Saba and St. Martin)	\$3.00	No Charge	\$2.00
New Zealand	\$5.00	\$3.50	\$3.50
Malaysia	\$3.00	\$0.50	\$2.00
Mexico	\$25.00	\$.50	N/A
Philippines	\$3.00	\$0.50	\$2.00
Singapore	\$3.00	\$0.50	\$2.00
Taiwan	\$3.00	\$.50	\$2.00
United States of America	\$3.00	No charge	\$2.00

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

In the event a Member has lost or misplaced a royalty check, a request for replacement of royalty checks under \$50.00 will result in a credit to the Member's account. If the royalty check is \$50.00 or over, the Member can request a replacement check to be issued for a fee of \$3.00 or the Member can have the amount credited to his or her account. If a replacement check is requested, Vemma must receive the \$3.00 fee before a new check will be issued.

Requests from Members for checks never received will require a fifteen (15) business day waiting period from the date of the original mailing.

Members agree that if they do not present any bonus check(s) for payment within ninety (90) days from the date of issuance, the bonus check(s) will be null and void, the Member's interests in or right to the bonus check(s) will be forfeited.

ERRORS OR QUESTIONS

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

LOCAL LAWS, REGULATIONS AND REQUIREMENTS

Each Member must be familiar with and comply with all specific laws, regulations and requirements applicable to their business in their relevant jurisdiction.

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Downline reports and all other reports and genealogical information, including, but not limited to, downline sales organization information and commission recap statements, are proprietary and confidential to Vemma.

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

As a result of your membership in Vemma, you will have access to Confidential Information which you acknowledge to be proprietary, highly sensitive and valuable to Vemma's business and is being made to you solely and exclusively for purposes of furthering the sale of Vemma products and prospecting, training and sponsorship of third parties who may desire to become Vemma Members and to further build and promote your Vemma business.

DEFINITIONS

"Trade Secret" or "Confidential Information" shall mean information, including a formula, pattern, compilation, program, device, method, technique or process, that:

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

CONFIDENTIAL INFORMATION

1. Whenever Vemma makes available to the Member Confidential Information, it shall be for the sole purpose of conducting Vemma business.
2. You shall not use, disclose, duplicate or otherwise make any Confidential Information available to anyone other than Vemma Members, without the prior written consent of Vemma.
3. You shall not directly or indirectly use, capitalize upon or exploit any Confidential Information for your own benefit, or for the benefit of anyone else, other than for the purpose of conducting your business for Vemma.
4. You shall maintain the confidentiality and security of the Confidential Information in its possession and to protect against disclosure, misuse, misappropriation or any other action inconsistent with Vemma's rights.

FURTHER RESTRICTIVE COVENANTS

In consideration to Vemma for the receipt of Confidential Information, you further agree that for the term of your Membership, you shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of Vemma's contractual relationships with any Vemma Member. Without limiting the generality of the foregoing, for the term of your Membership, **you agree not to directly or indirectly, contact, solicit, persuade, enroll, sponsor or accept any Vemma Member, Vemma Customer or anyone who has been a Vemma Member or Customer for the last six months, into, or to encourage any such person in any way to promote opportunities in marketing programs of any direct sales company other than Vemma or New Vision.** Furthermore, during the term of your Membership, you are prohibited from appearing in, being referenced in, or allowing your name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials or activities for any direct sales company, except Vemma and New Vision.

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

TERM

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

RETURN OF INFORMATION

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

BREACH AND REMEDIES

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

ADVERTISING & PROMOTIONAL GUIDELINES

TRADEMARKS, TRADE NAMES, COPYRIGHT MATERIALS AND ADVERTISING

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

LIMITED LICENSE TO USE COMPANY MARKS

Each Member is hereby licensed by the Company to use the Company's Federally registered trademarks service marks, and other marks (hereinafter collectively referred to as "Marks"), in conjunction with the performance of the Member duties and obligations under the Member Agreement and the corresponding policies and procedures. All Marks are and shall remain the exclusive property of "Vemma." The Marks may only be used as authorized by the Member Agreement and the Company's corresponding policies and procedures. The license granted herein shall be effective only as long as the Member is in good standing and in full compliance with the Company's policies and procedures. However, it is prohibited for a Member to claim any ownership of the Company's Marks (i.e., registering for a business name using the name "Vemma", "V2 Fridge Brick", "Verve" or any other Company Mark in any way, shape or form) unless it has been approved in writing by the Company.

Any Vemma Members with a domain name utilizing any of the Company's Marks (i.e. "Vemma", "V2 Fridge Brick", "Verve", etc.) are subject to the Company's right to request the Vemma Member domain name be transferred to the Company. All Vemma Members must continue to adhere to all other Vemma Policies & Procedures and the Advertising & Promotional Guidelines as well as stating on their website(s) they are an Independent Member. Testimonials, health/medical claims, income claims, disparaging domain names, comments, remarks, etc. will not be allowed. Vemma reserves the right to take appropriate actions for any violations of this policy.

These Marks are of great value to Vemma and are supplied to each Member for each Member's use in an expressly authorized manner only. Members agree not to advertise Vemma products in any way other than the advertising or promotional materials made available to Members by Vemma and materials pre-approved by Vemma's Compliance Department. Members agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or Vemma marketing program, or in any other manner, any material which has not been copyrighted and supplied by Vemma, unless such material has been submitted to Vemma and approved in writing by Vemma before being disseminated, published or displayed. Vemma Members agree to make no false or fraudulent representations about Vemma, the products, the Vemma compensation plan or income potentials.

In addition, Vemma Members are allowed a limited license to download approved Company images from its website in conjunction with the performance of the Member duties and obligations under the Member Agreement and corresponding Policies and Procedures. However, Vemma has certain images on its website that are prohibited from downloading. These images will be specifically marked as "copyrighted" and cannot be downloaded. This violation will be subject to disciplinary action, up to and including suspension and/or termination of your Membership.

INTERNET ADVERTISING

All Vemma Members agree and acknowledge that all Internet advertising, websites and listing pages must be approved in writing by Vemma and must comply with all Vemma policies and procedures.

PROMOTIONAL MATERIALS

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

MEDICAL CLAIMS AND PRODUCT TESTIMONIALS

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

INCOME REPRESENTATIONS

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

REPRESENTATION OF STATUS

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

PROHIBITION AGAINST PROMOTING OTHER PRODUCTS OR COMPANIES TO VEMMA MEMBERS/ CUSTOMERS

With the exception of New Vision USA, Inc., regardless of what type of product is sold by another direct sales company or network marketing company, Members shall not directly or indirectly solicit any Member or Customer participating in the Company's Customer Direct Program, to another direct sales company or network marketing company. This includes, but is not limited to, soliciting to join, sell or purchase products or services other than the Company products or services. Members agree that the Company shall determine, in its sole and absolute discretion, whether any activity violates the provisions set forth in the above paragraph.

TELEPHONE / FAX / COMPUTER SOLICITATION

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

Federal and state laws severely restrict, and in some cases prohibit, certain types of telemarketing, that is, the initiation of telephone calls or messages to encourage the purchase of, or investment in, property, goods or services. Depending upon the circumstances, the law prohibits or restricts

live calls, prerecorded or artificial voice messages, and the use of automatic telephone dialing machines ("autodialers") and fax machines. Effective August 25, 2003, the Federal Communications Commission ("FCC") adopted additional rules and regulations further restricting telemarketing pursuant to the federal Telephone Customer Protection Act ("TCPA"). State laws may be more restrictive than federal law.

Vemma does not engage in telemarketing activities and none of its Members are authorized to engage in telemarketing activities on Vemma's behalf. In addition, Vemma cannot give you legal advice. If you, as a Member decide to engage, on your own behalf, in the very limited types of telemarketing activities permitted by law, it is your responsibility to consult with an attorney who is knowledgeable about this area of law and familiarize yourself with applicable federal law and the laws of any state in which you conduct business.

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

1. Autodialers. Members may not use autodialers to offer Vemma products, or the earnings opportunity.
2. Prerecorded or artificial voice messages. Members may not use prerecorded or artificial voice messages to offer Vemma products, or the earnings opportunity, unless (a) you have an established business relationship with the recipient, or (b) you have obtained the prior express consent of the recipient to the use of such prerecorded or artificial voice messages.
3. Unsolicited faxes & unsolicited email messages. Members may not send a fax message or an email message to anyone with whom you do not have an established business relationship, or who has not given you prior express permission to send them a fax message.
4. Do Not Call Lists. Members may not contact, either by telephone or by fax, any person or entity whose telephone number is on any government sponsored Do Not Call list, unless one of the FCC's exemptions is applicable to the specific person or entity. You must also maintain your own "Do Not Call" list that records the number(s) of any person or entity that requests that they not be contacted by you. Furthermore, you must maintain a written policy governing the Do Not Call list, and all personnel engaged in telephone solicitation on your behalf must be trained in the existence and use of the list. It is your responsibility to consult with your attorney to determine the requirements of federal and any state laws relating to Do Not Call lists, and to comply with those requirements.
5. Further restrictions. Federal law requires that any person or entity making a telephone solicitation must, at the beginning of the message, provide the called party with the name of the individual caller and the name of the person or entity on whose behalf the call is being made. The person or entity on whose behalf the call is made must also provide a telephone number or address at which such person or entity may be contacted. In addition, no calls may be made before 8:00 a.m. or after 9:00 p.m. (local time at the called party's location).

The policies set forth above must be adhered to in all cases. As a Member, it is your responsibility to abide by all applicable laws, as well as Vemma's Policies and Procedures, and to make sure that those who you supervise do so as well.

COMMERCIAL OUTLETS

Vemma products may not be displayed and/or sold to the general public in any office or business/commercial outlet, online, eBay, Internet store fronts (with the exception of vemma.net) or through home shopping network programs (i.e., HSN, QVC). Exceptions to this rule are listed below and in the "Trade Shows and Expositions" section. Owners of commercial establishments may be sponsored into the business, but must conduct their Vemma business outside their store or in a private office/room that is not accessible to, or in view of the general public. This policy assures all Vemma Members an equal opportunity to be successful in their Vemma business.

Vemma Members may display and/or sell Vemma products in:

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

SOCIAL NETWORKING

All Vemma Members agree and acknowledge anything placed (photos, statements, marketing materials, etc.) on a social networking website such as myspace.com, youtube.com, facebook.com, imeem.com, Blogger, etc. must be submitted to Vemma's Compliance Department for review and written approval prior to doing so. All Vemma Members must continue to adhere to all other Vemma Policies and Procedures and the Advertising & Promotional Guidelines. Testimonials, health/medical claims, income claims, disparaging comments, remarks, etc. will not be approved or allowed.

TRADE SHOWS AND EXPOSITIONS

Vemma Members are encouraged to display and/or sell Vemma products at trade shows and expositions. Before submitting a deposit for an event, it is the sole responsibility of the Member to contact the event sponsor to determine whether another Member has reserved a booth at such event. Accordingly, Members must be aware that more than one Member may attend an event. Although Vemma does not require pre-approval for its Members to attend an event, all literature and marketing materials displayed at the event must be approved by Vemma, in advance, in writing, and must clearly identify the individual(s) as Vemma independent distributor(s).

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

Vemma Members may not display and/or sell Vemma products at swap meets, garage sales or flea markets as these events are not conducive to the image Vemma wishes to portray.

AUDIO AND VIDEO RECORDINGS

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

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

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

DISPLAY ADS

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

MEDIA INQUIRIES

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

TELEPHONE DIRECTORY LISTINGS

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

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

OR

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

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

LABELING AND PACKAGING

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

NON-USE OF SPEAKER AND CELEBRITY LIKENESS

Vemma Members are prohibited from recording, filming, taping or otherwise capturing or broadcasting in any form whatsoever any Speaker or Celebrity presentations or appearances at any event. Vemma Members are prohibited from altering, modifying and/or transferring press releases and/or celebrity photos to benefit their personal advertising purposes. Vemma Members are prohibited from using, reusing, broadcasting, displaying, reproducing, distributing and reprinting, any form and through any media, the image or likeness in a photograph, videotape, film, digital medium, illustration or art work, the name, voice and biographical information of any Speaker or Celebrity, in which it may be construed as a celebrity endorsed product advertisement, unless otherwise approved in writing by Vemma Nutrition Company.

Members found in violation of this policy will be suspended effective immediately. Members will be notified of the policy violation via email and they will have 48 hours to remove the non-compliant information from all web postings and marketing materials. Failure to comply may result in termination of the Vemma membership.

ADDITIONAL POLICIES

AMENDMENTS

In order to maintain a viable marketing program and to comply with changes in federal, state, jurisdictional, local laws or economic conditions, the Vemma Member acknowledges that Vemma may modify or amend Company policies or its compensation plan at any time. Such modification or change shall, upon notification to Members, be binding on the Member. All Members have a duty to keep current on policy and marketing changes. Receipt of notice of such changes shall be conclusively presumed when Vemma has posted such changes on its website at www.vemma.com.

NON-WAIVER PROVISION

Vemma reserves the right to waive any provision of these policies. However failure of Vemma to exercise any rights in its Member Agreement or compensation plan shall not constitute a waiver of

Vemma's right to demand compliance therewith. Waiver of any requirement may only occur by express written waiver executed by an authorized officer of Vemma. Any such waiver shall not constitute or operate as a waiver of any prior or subsequent breach of that term or any other terms or conditions.

ETHICS, COMPLIANCE WITH APPLICABLE LAWS

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

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

NONDISPARAGEMENT

Vemma Members must not disparage other Members, Vemma's products/services, the Marketing and Compensation plan, or the company's employees to other Members or third-parties. Any questions, suggestions or comments regarding these issues should be directed in writing to Vemma's corporate offices only.

INDEMNITY AGREEMENT

In the conduct of Member business, each Member shall refrain from all conduct that might be illegal, or harmful to the reputation of Vemma or its products, including but not limited to, conduct inconsistent with the public interest, that is discourteous, deceptive, misleading, unethical or immoral. Each Member shall:

1. hold harmless and indemnify Vemma for any claims, damages or liabilities arising out of Member's business practices, including such Member's breach of any terms of this Agreement; and
2. specifically authorize Vemma to offset any such claims, costs, expenses, damages or liabilities against any and all commissions payable to such Members. Members found to be engaged in unethical, deceptive or misleading practices can be subject to disciplinary action up to and including termination of their Membership.

NON-PROFIT ORGANIZATIONS

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

COST EFFECTIVE DISPUTE RESOLUTION / WAIVER OF JURY TRIAL

If a dispute arises relating to any relationship between or among Vemma, its officers, employees, distributors or vendors or arising out of any products or services sold by Vemma, it is expected that the parties will attempt, in good faith, to resolve any such dispute in an amicable and mutually satisfactory manner. However, all such disputes shall be governed by this provision.

In the event such efforts are unsuccessful, either Party may serve a Notice of Mediation/Arbitration on the other Party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier, and shall be effective on receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by an officer or responsible official of the Party to whom it is addressed. The Notice of Mediation/Arbitration shall be dated, and without prejudice to any right under the Rules permitting subsequent modifications, and it shall specify the claims or issues that are to be addressed in the mediation/arbitration.

If differences cannot be resolved by mediation, the Parties agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to a trial by jury and settle their dispute by submitting the controversy to arbitration in accordance with the commercial rules of the American Arbitration Association ("A.A.A."), except that all Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure as those rules exist in the United States Federal Court for the District of Arizona.

The Parties shall attempt to select a mutually agreeable mediator/arbitrator. If no agreement can be reached within sixty (60) days of the first written notice of intent to mediate/arbitrate, and the parties do not mutually agree to waive this provision, the current Director of Professional Services for A.A.A. in Arizona shall randomly select the Mediator/Arbitrator from A.A.A.'s current panel of Mediator/Arbitrations.

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

The Parties further expressly agree: (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, (iii) the sole and exclusive jurisdiction and venue for the arbitration shall be in Maricopa County, Arizona, (iv) the Party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of the arbitration including, but not limited to, attorneys' fees and the cost and expense of administering the arbitration proceedings, as well as any costs and attorneys' fees incurred in executing or enforcing the arbitration award; and (v) the arbitral award shall be issued in Maricopa County, Arizona, USA. Except as provided in the following sentences, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter has been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this dispute resolution policy, either Party may apply to a court of competent jurisdiction in Maricopa County, Arizona, to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any Party to submit any claim seeking relief other than injunctive relief to arbitration. Judgment upon the award may be entered by the United States District Court or Maricopa County Superior Court located in the State of Arizona, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be if the arbitrator's award or decision is not compiled within seven (7) days of the arbitrator's decision. Arbitration shall be the sole and exclusive procedure for resolution of disputes between the parties, including any disputes that might arise after termination of this agreement.

POLICIES AND PROVISIONS SEVERABLE

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

CUSTOMER PROGRAM

In order for each individual to participate in this opportunity, Vemma has created a Customer Program for individuals who choose not to become a full-time Vemma Member.

As a Vemma Customer, you will be allowed to purchase the Vemma Nutrition Program™ Pack directly from the Company.

The advantages you have as a Vemma Customer:

- Choose to participate in the Autoship Program;
- Allow the qualified enroller to earn the Customer Bonus;
- Profits will be paid to your enroller as long as the enroller is qualified to earn bonuses according to the Vemma Compensation Plan;
- Have their orders paid to qualified upline Members, beginning with their sponsor or count towards cycle bonuses of qualified upline Members;
- Participate in the Vemma Compensation Plan by converting to Member status.

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

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

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

CONTACT DETAILS

United States and Canada

8322 East Hartford Drive
Scottsdale, AZ 85255
Phone: 1-800-577-0777
Facsimile: 1-888-314-9827
Email: ms@vemmas.com

Returns address (**United States**)

1715 South Holbrook Lane
Tempe, AZ 85282
USA

Returns address (**Canada**)

New Vision Returns
3700 Jericho Road
Richmond, BC V7B 1M5

Aruba & Netherlands Antilles

(Bonaire, Curacao, St. Eustatius, Saba and St. Martin)
Cuquisastraat 28-P
Ponton, ARUBA
Phone: +297-583-8588
Facsimile: +297-588-5973
Email: vemmacaribe@setarnet.aw

Returns address (Caribbean N.V.)

Cuquisastraat 28-P
Ponton, ARUBA

Australia and New Zealand

8322 East Hartford Drive
Scottsdale, AZ 85255
Phone: 1-480-927-8631
Facsimile: 1-480-927-8939
Email: ms@vemmas.com

Returns address:

3/92 Township Drive
West Burleigh, Queensland 4219
AUSTRALIA

Ireland

8322 East Hartford Drive
Scottsdale, AZ 85255
Phone: 1-800-577-0777
Facsimile: 1-888-314-9827
Email: ms@vemmas.com

Returns address:

1715 South Holbrook Lane
Tempe, AZ 85282
USA

Japan

8322 East Hartford Drive
Scottsdale, AZ 85255
Phone: 0120-977-256
Facsimile: 0800-123-2525
Email: japan@vemma.com

Returns Address:
1715 South Holbrook Lane
Tempe, AZ 85282
USA

Europe

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

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

Mexico

Lago Tangañica 75
Esq. Ejercito Nacional
Colony: Granada
Delegation: Miguel Hidalgo
State: Mexico, D.F.
Postal Code: 11520
Toll Free (within Mexico): 01 800 VEMMAMX
(8366269)
Phone: 01 (55) 5250-7429
Facsimile: 01 (55) 5250-7439
Email: atencionclientes@divemma.com

Returns Address:
Lago Tangañica 75
Esq. Ejercito Nacional, 2ndo Piso
Colony: Granada
Delegation: Miguel Hidalgo
State: Mexico, D.F.
Postal Code: 11520

**Singapore, Malaysia, Taiwan, Indonesia
and the Phillipines**

70 Bendemeer Road
#06-02, Luzerne Building
Singapore 339940
Phone: (65) 63963789
Facsimile: (65) 63963787
Email: asia@vemma.com

Returns Address (Singapore and Indonesia)
70 Bendemeer Road
#06-02, Luzerne Building
Singapore 339940

Returns Address (Malaysia)
6th Floor, Excella Business Park
Block C, Jalan Ampang Putra
Taman Ampang Hilir
55100 Kuala Lumpur

Returns Address (Taiwan)
8th Floor, No. 412, Section 5
Jhongsiao East Road
Sinyi District
Taipei City 110, Taiwan

Returns Address (Philippines)
1408 Jolibee Plaza
Emerald Avenue
Ortigas Center, Pasig City

ADDENDUM A

ADDITIONAL POLICIES AND PROCEDURES FOR JAPAN

The statements below are required by Japanese law in the Gaiyo-shomen and Keiyaku-shomen. We are not allowed to change wordings of the content. This regulation applies only to the Gaiyo-shomen and Keiyaku-shomen. Therefore, we are not including them in our Policies and Procedures.

PROHIBITED ACTIVITIES

Members are prohibited from:

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

COOLING-OFF

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

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

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

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

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

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

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

HANDLING PRODUCTS (HEALTH SUPPLEMENT)

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

RIGHT TO REFUSE CREDIT PAYMENT

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