

Aviva Boutiques Ltd.

POLICIES AND PROCEDURES

Effective January 1, 2016

SECTION 1

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The Aviva Mission Statement

“Provide women with the means to design the life they want!”

This is accomplished by offering women an affordable mode for dressing fashionably and looking gorgeous; providing a real home-based business opportunity that is fun and easy; and allowing stylists to recruit and train others in their team, in turn creating a long-term residual income while helping others create a better future for themselves.

SECTION 2

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Introduction

2.1 Stylist Agreement

The Stylist Agreement comprises of the following items:

- a. The Stylist Agreement
- b. The Policies and Procedures (this document)
- c. The Aviva Compensation Plan

Any formal agreement to such Stylist Agreement or any action of representing Aviva as a Stylist through the purchase of product at wholesale price, participation in the compensation plan, or the retailing of any Aviva product constitute the Stylist's consent to abide by the Stylist Agreement.

When referring to the Stylist Agreement or Agreement, it is referring to all of the documents and components as described above. All Stylists of Aviva carry the responsibility to read all components of the Agreement, and to be compliant with all aspects of said Agreement. When sponsoring or enrolling a new Stylist into Aviva, it likewise is their responsibility to become familiar with said Agreement and components thereof before signing the Stylist Agreement or enrolling through an online form. It is the responsibility of all sponsoring Stylists to inform their new enrolments of the existence of these agreements, and that by enrolling as Stylist they are bound by such Agreements. In this document or any component of the Agreement, when referring to Aviva Boutiques Ltd. as a corporate structure, and any entities incorporated therein, they will be referred to by either “Company” or “Aviva.”

2.2 Purpose of the Policies and Procedures

The purpose of this Agreement and these Policies and Procedures is to define the relationship between the Stylist, other Stylists, and the Company, and to clearly articulate the expected behaviour and acceptable business conduct of all parties involved. By agreeing to the Stylist Agreement and its components, the Stylist is required to comply with it and its components, as well as with all federal, state, and local laws governing the Stylist's business activities. If there are any questions in relation to the Stylist Agreement all Stylists have their sponsors, and the corporate Stylist Support staff available to help answer any questions.

2.3 Changes to the Agreement

Aviva reserves the right to amend the Agreement and any or all of its components, as well as prices, commissionable volume levels, and business values at its sole and absolute discretion. By executing or agreeing to the Stylist Agreement or any of its components, Stylist agrees to abide by all amendments or modifications that Aviva elects to make. Amendments shall be effective upon notice (or a reasonable attempt to notify) to all Stylists that the Agreement or any of its components have been modified. Notification of amendments shall be published in any official capacity by Aviva. Aviva shall provide or make available to all Stylists a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (e-mail); (3) inclusion in any Company publications; (4) text message or sms; (5) any special mailings; (6) or a message sent to the Back Office Message Centre. The continuation of Stylist's Aviva business, activity, purchases, or sale of Aviva product, as well as any acceptance of bonuses or commissions constitutes acceptance and agreement of any and all amendments to the Agreement, any of its components, and the updated documents in their entirety. If any amendments or modifications to this Agreement are not acceptable to the Stylist they have 15(fifteen) days from the Agreement's original publication date to notify the Company and request the termination of their Stylist Agreement.

2.4 Business Delays Beyond Aviva's Control

Aviva is not responsible for any or all delays or failures in the performance of its obligations when such performance is made commercially impractical due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labour difficulties, riot, war, fire, natural disasters, death, curtailment of a party's sources of supply, logistical issues, fuel or energy crises, or government decrees or orders.

This also applies to third party vendors of Aviva and limitations within their services, including but not limited to delivery of packages or product, or any other feature, function, or service that is not expressly within the Company's control.

2.5 Invalid or Unenforceable Policies

If any part of the Agreement is held to be invalid or unenforceable, only that invalid or unenforceable portion may be removed and the remainder of the Agreement shall remain intact and in force.

2.6 Compliance Enforcement

The Company never gives up its right to insist on the Stylists' compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Aviva to exercise any right or power under the Agreement or to insist upon strict compliance by Stylist with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Aviva's right to demand exact compliance with the Agreement or any components thereof. Waiver by Aviva can be effectuated only in writing by an authorised officer of the Company.

Aviva's waiver of any particular breach by Stylist shall not affect or impair Aviva's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Stylist. Nor shall any delay or omission by Aviva to exercise any right arising from a breach affect or impair Aviva's rights as to that or any subsequent breach. The existence of any claim or cause of action of Stylist against Aviva shall not constitute a defence to Aviva's enforcement of any term or provision of the Agreement.

Any action or enforcement taken by Aviva in relation to a compliance issue is addressed solely between Aviva and the parties involved. There is no requirement of notification to any other parties as to the outcome of such an investigation.

SECTION 3

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Becoming Stylist

3.1 Requirements to Become Stylist

To become an Aviva Stylist each applicant must:

- a. Be of the age of majority in Stylist's state of residence, or 18 years of age;
- b. Reside in Nigeria;
- c. Have a valid Tax ID number (TIN);
- d. Read and agree to abide by the company's Stylist Agreement and all components therefore;
- e. Remit payment for a starter kit;
- f. Complete and submit (physically or electronically) Stylist Application and Agreement to Aviva. New Stylists may enrol online. An application with any secured or protected information, such as TIN and credit card information, represents the personal application and agreement for such actions from the principle of such secured information. An existing Aviva Stylist must not fill out, sign, or accept the agreement for another Aviva Stylist. Aviva reserves the right to reject or deny any new Stylist Agreement or Application, and/or to reject any Agreement after its execution for any violation of policy as documented by the Agreement.

3.2 One Stylist Business per Household / Vested Interest

To uphold the nature of the Aviva Compensation Plan, only one Stylist Business may be open per household. This includes only having one executed Stylist Agreement per family, married couple, or live-in resident of the domicile. A corporation or business is also considered a single unit, household, or domicile for the purpose of this Agreement.

This restriction also includes the limitation that no Stylist can have a vested interest in more than one Stylist's business or Aviva account, including but not limited to: order placing, account management, or any interest or action in a position with the Aviva Downline and Upline which may define, enhance, or create an increase in commissions as a result.

3.3 Stylist Registration

Each Stylist is required to register as Stylist.

For Basic Stylists, this registration provides them with their account within the Stylist Management software package, provision of management and services, access to the e-catalogue app (when available), and provides the licensing of the Aviva name as Stylist.

In exchange for registering, Aviva Stylists are free to use the Aviva brand in the distribution of their Aviva Inventory, and to purchase the Aviva product at a discounted wholesale price (see Section 3.4). For Premium Stylists, the registration includes the purchase of a Starter Kit. The purchase of the Starter Kit covers the cost associated with the data creation and maintenance of their e-boutique, the data creation and maintenance required to build a Downline or team, and the marketing tools and materials provided in the Starter Kit.

This is in addition to all the items provided to the Basic Stylists as mentioned above, as well as a greater discount off the retail price of the cost of Aviva products.

3.4 Stylist Benefits

After the Stylist Application and Agreement has successfully been completed and accepted by Aviva, all the benefits from the Aviva program, including the product offering, marketing materials, and Compensation Plan are available to the Stylist. These benefits include:

For Premium Stylists:

- a. The ability to purchase Aviva Accessories and products at a 20% discount;
- b. The ability to retail Aviva accessories with the intention of earning a retail profit from the sale thereof;
- d. The ability to participate in the Premium Stylists' Aviva Compensation Plan (receive bonuses and commissions, if eligible);
- e. The ability to sponsor other Stylists, build a team, and earn commissions from it (if eligible);
- f. The ability to receive Aviva training and communication;
- g. The ability to participate in Aviva sponsored events, services, trainings, motivational functions, and recognition programs;
- h. The ability to participate in any promotional or incentive contests and programs sponsored by Aviva for its Stylists;
- i. The ability to open an e-boutique at the Stylist's personal website provided by Aviva, and receive retail profits and commissions (if eligible) from any sales made at the e-boutique.

3.5 Business Entities

Certain types of corporations or businesses can apply to be an Aviva Stylist through the Stylist Agreement. Business Entities are allowed to retail the product through any acceptable medium available to them (internet, retail store, etc.) as long as the retail or sales price to the end consumer is never lower (advertised or otherwise) than the suggested retail price per unit. Any exceptions to the suggested retail price offering must be approved in writing by an authorised officer of Aviva. This is in an effort to protect the business of all Stylists. During the registration process, all policies still apply that are applicable from the Agreement. All persons, including Stylists, principles, and employees, of the corporation or business entity are held to the "Vested Interest" clause in Section 3.2.

3.6 Identification

All Stylists will be able to login to their Accounts using the email provided at registration. Premium Stylists will also receive a Stylist ID Number. This will be used as the primary identifier of the Premium Stylist within Stylist Support, online applications, the tracking of orders, packages, personal website/e-boutiques, and commissions processing and payments. These IDs, other identifying numbers, and associated passwords should not be shared with others.

3.7 Maintaining Stylist Status

After the initial application process, maintaining Stylist status and placement within the Aviva Commission Tree Structure is contingent upon the following things:

- a. Adhering and maintaining all published policies, Agreements, and components thereof (be in good standing);
- b. Order at least 10,000 BV of inventory within the previous twelve (12) consecutive calendar months;
- c. Be up-to-date on any invoices, owing balances, or retractions.

If at any point any of the items documented above are not maintained, the account will be terminated, and the position will be removed from the Commission Tree structure. At which point the Stylist will lose all claim, rights, and privileges associated with the former position or account. If at any point a terminated Stylist wishes to re-engage as Stylist of Aviva in good standing, the individual may reapply and pending approval may be re-enrolled into the organisation. Reapplying Stylists will not be placed in previous locations or gain any of their former privileges associated with their former position.

SECTION 4

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Stylist Relationship with Aviva

4.1 Independent Contractor Status

When anyone joins Aviva, they are a Stylist, or Independent Contractor. They do not purchase a franchise or business opportunity, and the agreement between the Stylist and Aviva does not create an employer/employee relationship, partnership, or joint venture. As a result, the Stylist is solely responsible for paying all local, state, and federal income taxes owed from any compensation earned, in the form of retail profits retained at the sale of all product or the bonus/commission plan offered by Aviva. Aviva will not withhold any income taxes of any kind from any commission or bonuses paid out, with an exception for Value-Added Tax (see Secion 8.2).

Stylists are in complete control of the means by which they operate their Aviva business. They will establish their own goals, hours, shows, and methods of sale within compliance with this Agreement and applicable laws. They are solely responsible for paying all expenses incurred in the development of their business and are not authorised to incur any debt or obligation on behalf of or in the name of Aviva or other Stylists or to open any financial account on behalf of, for, or in the name of Aviva. The success of their Aviva business is the sole responsibility of the Stylist.

4.2 Income Taxes

The Stylist is solely responsible for paying local, state, and federal taxes on any income generated as Stylist. If at any point the Tax Information (name, TIN, etc.) provided by the Stylist is wrong or contains an error, Aviva may hold all future earnings until the error is rectified within Aviva's records and the correction is remitted to any necessary party; in these circumstances, pending the severity of error, the Stylist may be subject to be liable for any fines incurred by excessive errors. If there is evidence that the error was made in an attempt to participate in fraudulent behaviour, the Stylist Account may be terminated.

4.3 Reporting Errors

If at any time Stylist feels that there is an error made by Aviva in regards to data display, volume accumulation, commission calculation, order delivery, tree placement of Stylists, or any other error –the Stylist has 15(fifteen) days to notify Aviva, in writing, or when the purported error or incident occurred. Failure to do so will waive Aviva's liability to correct, rectify, or make any adjustments for the issue in question.

4.4 Limitations of Liability

By signing or agreeing to the Stylist Agreement or any component thereof, the Independent Contractor agrees to release, discharge, and hold harmless Aviva, and anyone directly affiliated with Aviva (employees, officers, etc.) from any loss or damages, including costs and fees, incurred or suffered by Stylist as a result of:

- a. The Independent Contractor's breach of the Agreement (including these policies);
- b. The improper promotion or operations of the Aviva opportunity, business, products or related activities;
- c. Any incorrect data or information provided by Stylist to Aviva;
- d. Any incorrect data or display information displayed by the Back Office;
- e. The Independent Contractor's failure to provide any information to Aviva that may be necessary for Aviva to operate its business; or
- f. The Independent Contractor's failure to execute their personal business strategy.

4.5 Request for Records

A Stylist's request for physical copies of invoices, applications, Downline reports or other records will require a review and approval by the compliance department and will be subject to an 800N charge per page, as well as any applicable shipping charges.

4.6 Roll - Up of Downline Organisation

When a vacancy occurs in Stylist's first generation due to the voluntary termination of an Aviva business, the rest of that leg will still remain within the Sponsor's Downline. This process and the removal of the terminated position is at the sole discretion and approval of the company, and may take up to three months to review. It may not be approved in circumstances where there is any manipulation in the termination process.

4.7 Sale, Transfer, or Assignment of an Aviva Business or Position

Although a Stylist's Aviva business is privately owned and independently operated, the sale, transfer, or assignment of it is subject to certain limitations and corporate approval. If a Stylist wishes to sell a business or position within the organisation structure, the Stylist must receive written authorization from the Company, and the Company has first right to purchase the position. In order to sell, transfer, or assign an Aviva business, the following criteria must be met:

- a. The line of sponsorship must always be maintained, and the business must continue on;
- b. The organisation must be protected, and an agreement must be signed from the departing Stylist that it will be protected for the next 24 months after the transaction –resulting in no contact, recruiting, or cross recruiting;
- c. The departing Stylist agrees not to enrol as an Aviva Stylist for a period of no less than twelve months, or as Stylist or distributor for any network marketing or direct sales company for a period of no less than six months;

- d. The purchasing agent must not be a current, or have been a Stylist for the previous twelve months – must be new to Aviva;
- e. The purchasing agent must enrol through the transaction as a new Stylist, signing the Agreement, and a new account created;
- f. No history is transferable, only the position and location in tree;
- g. Before the sale is finalised, it must be brought to Aviva's attention for approval;
- h. All participants must have been in good standing for the previous twelve months;
- i. A N20,000 Transfer Fee must be paid prior to the approved transfer being processed. Aviva reserves the right to deny the transfer or sale of any organisation at its sole discretion, request additional information, or documentation. Upon approval or denial, Aviva will give further directions or timeline associated with the decision.

4.8 Separation of a Business

In circumstances where joint owners or partners of a single position or Aviva business no longer wish to continue the business relationship due to separation or divorce –there must be a way to equitably continue the business as a single entity, in its current location, while minimizing any impact to any other business owners which may be formally or informally associated with the business in question. If such an action is not possible, then Aviva will involuntarily terminate the Stylist Agreement, and the position, account, or business entity will be terminated. During any business separation or divorce proceedings, the following options are available in which Aviva will support:

- a. One party, with consent of the other, continues to operate the business pursuant to the Agreement. All claimants on the position will deal directly with the party selected, and Aviva will deal and respond only to the selected account operator;
- b. The parties may continue to operate the account as joint owners and partners. In the event that the parties cannot come to a resolve for the dispute, Aviva will terminate the Stylist Agreement and execute its right to either terminate the position or take control of the account.

4.9 Transfer upon Death of Stylist

To affect a transfer upon the death of Stylist, the claimant will need to provide the following:

- a. Copy of the death certificate;
- b. Notarised letter or legal instrument establishing the rightful successor; and
- c. Completion of a new Stylist Agreement.

4.10 Indemnification

A Stylist is fully responsible for all of his/her verbal and written actions or statements made regarding Aviva products and the Aviva Marketing and Compensation Opportunity that are not expressly contained with official Aviva materials. Stylists agree to indemnify Aviva and Aviva's directors, officers, agents, and employees and hold them harmless from any liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Aviva as a result of the Stylist's unauthorised representations or actions. This provision shall survive the termination of the Agreement.

4.11 Claims

Stylists may not make any claims in relation to the product or income generated by Aviva.

4.12 Stylist Support and Responsibilities to Retail Customers

Aviva offers Stylist Support for enrolled or enrolling Aviva Stylists. Aviva does not offer Stylist Support to Retail Customers of Aviva Stylists. Stylists are expected to offer support and services and be a liaison between their customers and Aviva.

4.13 Aviva Right to Data

Aviva reserves the right to store acquired data from the Stylist. They also maintain the right to own, share, or display such data (excluding secure data). This right includes sharing contact information, general location information, success information, or any other reasonable data through appropriate

mediums, such as the Aviva website, replicated sites, web based communication, letters, telephone, or other accepted mediums of communication.

Aviva commits to protect the integrity of such data to the full extent it is reasonably capable of doing.

4.14 Disparaging Remarks

Stylists may not use disparaging remarks in relation to Aviva corporate staff, employees, directors, officers, or any representative of Aviva, including but not limited to other Stylists.

Stylists are to conduct their business with positivity and in a manner that uplifts everyone. Comments made by Stylists which may be negative in nature that relate to others potentially damage their own business, the business of others, and the Aviva brand. Stylists should be courteous, polite, and always seek an amicable resolution to any disagreement or dispute.

Owners of social media sites, forums, blogs, or community pages, are responsible to ensure that all messaging and content by contributors to those pages remain positive, uplifting, and supportive of the Aviva business, operators, Stylists, and programs. All comments made on any such sites are the sole responsibility of the owner to monitor, and any other event or function through any medium without the prior written consent from Aviva.

Stylists may only use the Aviva name in casual communication (i.e. social media communication, online forums, blogs, email addresses, etc.) under the following considerations: (1) it is with the intention of building their Aviva business, (2) when there are no plural terms used in the title of use of the Aviva name, so as to not represent a group of individuals, and (3) there is a specific individual identifier clearly indicating not only the use of it by a Stylist, but which Stylist is using the term (such as Stylist Identification Number or name).

5.4 Aviva Brand

At no time may Stylist re-label or remove the label of any Aviva product for retail sale. Such relabelling or repackaging would violate this Agreement. Civil liabilities may also result when the persons using the products suffer any type of injury or their property is damaged as a consequence of the repackaging or relabelling of products.

Any media inquiries in relation to Aviva must be responded to by Aviva's Communications Department and corporate headquarters, and Stylists should not attempt to respond to any inquiries without express written permission to do so.

5.5 Use of the Aviva Logo

At no time can any Stylist create or distribute any item or literature that contains the Aviva logo and brand that was not created by Aviva directly and distributed for that intended purpose.

Stylists are free to use the Aviva Stylist logo, which is available to all Stylists online in their Back Office; as long as they do not alter or distort the logo in any way. Stylists may make any tools, or accessories necessary for them to build their business using the logo, for personal use or consumption. No Stylist may create and then sell, distribute, or promote, any items with the Stylist logo to other Stylists, members of their teams, or anyone else.

5.6 International Sales

Stylists are only allowed to sell Aviva Products and Opportunity within Nigeria, and those countries which Aviva has announced they are officially launched in (currently only Nigeria).

5.7 Stylist Release

By agreeing to the Agreement or any of its components, the Stylist authorises Aviva to use their name, testimonials, likeness, or experiences in Aviva advertising or promotional material with no remuneration. Further, any reproduction of any photos, images, testimonials, stories, conversations, or documentation that is created by Aviva or provided to the company is also authorised for reproduction in any form without remuneration.

5.8 Unsolicited Communication

Stylists may not initiate any unsolicited communication (faxes, e-mails, phone, etc.) to anyone who they are not personally aware of (or to people they do not know).

5.9 Online Activity

Stylists may not use any online forum (olx, classifieds, Konga, CraigsList, or any other online retail tool) to bundle, distribute, or sell Aviva products. Stylists are not allowed to use Mass E-Mailer or generate "SPAM" for their Aviva Business. Social media or networking is permitted for the intention of developing a warm market, or networking with current associates, but is not permitted for the direct sale or distribution of Aviva products.

Stylists are not allowed to recruit through any corporate social media page, or through any social media page that does not directly belong to that Stylist. This also includes directly contacting someone through instant messages or e-mail that were found through a social media site not directly owned by that Stylist. Violation of this policy can result in termination, as potential Stylists who are interested in doing Aviva can quickly become disinterested through heavy online recruiting activities. Any and all online activity of Stylists with the intention of promoting Aviva must be appropriately designated as an activity of a "Stylist" and not the corporate headquarters.

5.10 Advertising and Retailing

After the initial product or inventory is purchased, no product can be advertised or openly retailed for less than the suggested retail price.

Any exceptions must be approved prior to the sale or event by an authorised Aviva officer in writing. Any activity in which the product is openly retailed under the suggested retail price from any Stylists risks the program of all Stylists. Openly retailing refers to labelling an item with a specified price where it is visible to customers.

5.11 Recruiting or Starter Kit Promotions

At no point may Stylist advertise or promote an enrolling or recruiting promotion which discounts the price or value of a Starter Kit. This includes, but is not limited to, offering discounted Enrolment Fees or Starter Kits, reimbursements, cash offers for enrolment, extra personal inventory, or anything else that is seen to increase the value or decrease the value of the enrolment process. This activity is often seen as an attempt to create an unfair advantage to other Stylists.

5.12 Parties, Fairs, Expositions, Pop-up Boutiques and Other Temporary Sales Forums

Parties, fairs, expositions, and other temporary sales forums represent good opportunities to both sell product and expose a population of people to the Aviva lifestyle, culture, product, and business opportunity. Aviva does not have any control over the business practices or the behaviours of the event organisers, hostess home environments, or managers at the event; and Aviva has no intention of mediating within these environments. Therefore, Aviva requests that all Stylists who wish to participate in these activities adhere to the following, and acknowledge the same through this Agreement:

- a. All transactions are on a cash carry basis, or through an independently established merchant account provider. Aviva does not issue or accept any liability for the decline of charges, charge backs, lost cash, or any other transaction difficulties that may take place at such events. All transactions for retail product are the sole responsibility of the Stylist.
- b. Aviva does not offer or accept any liability insurance for any home party, meeting, booth, bazaar, seminar, show, or any other event or sales location initiated by the Stylist. Such events are the Stylist's meetings, and therefore all liabilities and ownership are the Stylist's responsibility.
- c. Only one Aviva booth is allowed per show or event. It is the Stylists responsibility to check with the show managers or promoters to ensure that there are no Aviva Stylists contracted before Stylist contract for any space.
- d. Aviva show booths must exclusively offer Aviva accessories. Aviva accessories may not be mixed with any other products or offerings within a show booth.
- e. The Stylist must make it known to the show managers and promoters that they are an Aviva Stylist and that they can be the only Aviva Stylist present.

This must be done in writing, as well as the reception of such information from the show manager or promoter.

Failure to obtain written acknowledgement from the show manager or promoter that they understand this policy minimises the Stylist's ability to mediate any potential issues that may arise.

f. If there are any disputes in relation to this policy, and there is more than one Stylist selling Aviva products at a show, the challenging Stylist must take it up with the show promoter or manager that they contracted the space with in an effort to resolve the issue. Aviva will not mediate such disputes.

g. The Stylist may never offer a sale, deal, or promotion at a show which lowers the retail or sale value below the suggested retail value.

h. No competing jewellery or similar products may be offered alongside or in the same booth, as Aviva products in order to maintain its good name, and to minimise comparison with inferior products.

i. The Stylist, or an agent thereof, must attend all pop-up boutiques, show booths, or events that they are sponsoring or supporting (gaining retailing product at). The booth or party may never be left unattended at any time, or with someone who is not an Aviva Stylist.

It should be noted that only the Show Director has the ability to resolve any issues on the premises. As any concerns or issues are directed towards Aviva, it can only be in relation to a claim of policy violation, and the Stylist who has followed the policy as outlined above, and has their documentation dated and in writing will overrule. No circumstance, in which neither disputing party in relation to a policy violation has followed the above policy, will be considered by Aviva. A failure to comply with the policy as outlined above, equates to failure to dispute or challenge another's right within the policy.

5.13 Change of Sponsor or Placement

To protect the integrity of all marketing organisations and the hard work of all Stylist within the organisation, Aviva will seldom allow changes to the sponsorship or placement of another Stylist or organisation. Maintaining the integrity of the sponsorship and placement in the commission tree is critical for the success of every Stylist and marketing organisation. Accordingly, the transfer of an Aviva business from one position to another is rarely permitted. Requests for a change of Sponsor or Placement within an organisation must be submitted in writing to the Aviva Stylist Support Department in writing via email (info@avivaboutiques.com), and must include the reason for the request. Transfers will only be considered in the following circumstances:

a. Cases involving fraudulent or unethical sponsoring. All requests of this nature must be made with 60 days of the alleged activity;

b. Stylists may terminate their positions voluntarily, wait the required 12(twelve) months, and then re-enrol within the desired organisation; or

c. The request is made and received within 72 hours of the initial enrolment or placement. It will be left to the sole discretion of Aviva whether any Downline or team members may be moved in the process of such requests. At no time will a request be approved if it directly affects the ranking or significantly affects the monetary rewards from an organisation (as a result of the move itself).

There is a N4000 non-refundable fee to investigate any requested changes.

If at any time Stylist is deemed inactive for a period of three consecutive months, that Stylist forfeits all rights to have their approval required for any requested changes within their organisation, at the discretion of the Company.

5.14 Non-solicitation

Aviva Stylists are free to participate in other multilevel, network marketing, or party planning companies and organisations ("network marketing"). However, during the term of this Agreement, and to survive for 12 months after the termination of this Agreement, Stylists may not solicit or recruit (attempted or successful) other Aviva Stylists to any other network marketing business.

Stylists must not sell, or attempt to sell, any competing non-Aviva products at any event where Aviva products are being sold. This includes, but is not limited to, jewellery, hair accessories, or other network marketing products. Stylists may not display Aviva promotional material, signage, or literature in a way or fashion that may confuse or mislead a prospective customer or Stylist into believing there is a relationship between Aviva and non-Aviva products or services. Stylists may not offer the Aviva opportunity side by side, or in conjunction with, any non-Aviva opportunity, product, or service.

5.15 Downline Activity Reports (Genealogy)

Downline Activity Reports are available to Stylists to access and view their Aviva Sales Organisation. These reports are available in the Aviva Back Office. These reports are property of Aviva, and therefore the information contained therein is confidential. The use of these reports outside the intended use of supporting and building an Aviva organisation is in direct violation of this agreement, and may bring legal action upon the violating Stylist. Stylist shall not, on his/her own behalf, or on the behalf of any other person, partnership, association, corporation or other entity:

- a. Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
 - b. Directly or indirectly disclose the password or access code to his/her Downline Activity Report, or to the Reports of any other Stylist;
 - c. Use the information to compete with Aviva or for any purpose other than promoting his/her Aviva business;
 - d. Recruit or solicit any Stylists or Customers of Aviva listed on any report, or in any manner attempt to influence or induce any Stylist of Aviva to alter their business relationship with Aviva; or
 - e. Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Reports—including sponsorship or placement relationships.
- Upon demand by Aviva, any current or former Stylist will return the original and all copies of any Downline Activity Reports to the Company.

5.16 Cross Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. “Cross sponsoring” is defined as the enrolment (or attempted enrolment) of an individual or entity which is already or has a current Stylist Agreement on file, which has not expired or been terminated for the duration of 12 consecutive months. The use of a spouse’s or relative’s name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, fictitious ID numbers, or any other artifice to circumvent this policy is prohibited. Stylists must not demean, discredit, or defame other Stylists in an attempt to entice another Stylist to become a part of a new organisation with Aviva or within another company. If cross sponsoring is discovered, it must be brought to the Company’s attention immediately. Aviva will then conduct a compliance investigation, in which Aviva reserves the right to permanently terminate any agreements involved, rectify the organisation as they deem appropriate, and potentially initiate legal action.

5.17 Inventory Loading

Stylists must never purchase more products than they can reasonably use or sell to Retail Customers in a month, and therefore must not influence other Stylists to purchase more product than they can reasonably sell within a month. It may be seen as Bonus Buying and a violation of Section 5.18.

5.18 Bonus Buying

Bonus Buying is strictly and absolutely prohibited. “Bonus Buying” involves any method of directly or indirectly maintaining or increasing a Stylist’s rank, volume, or commission level by purchasing products for which the Stylist does not have a bona fide need for personal use or bona fide reason or intent to resell within the next 30 days from the date of the order; or, placing orders personally with the intention of hitting or maintaining a rank, volume, or commission level. This also includes using multiple positions within the organisation to achieve the goal of “buying” the bonus or achievement.

If it is determined by the Compliance Department that a Stylist is Bonus Buying, that Stylist may be subject to suspension, termination, loss of commissions, loss of rank, or temporary or permanent suspension of the return policy. Products determined to be used or purchased in an abusive manner (i.e. Bonus Buying) will not be allowed to be returned.

5.20 Fraudulent Behaviour

Stylists, and the hosts they work with, are obligated to work in an ethical, fair, and honest manner. If Stylist’s behaviour or interactions are dishonest or fraudulent in any way, they will be immediately suspended, investigated, and potentially terminated.

It is also expected that Stylist uphold all agreements, contracts, or obligations entered into with any other party, through the course of building their Aviva business.

SECTION 6

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RESPONSIBILITIES OF STYLISTS

6.1 Change of Address, Telephone, or Contact Information

To avoid any disruption in business practices, the Stylist is responsible to notify Aviva of any changes to the contact information provided on the Stylist's account. Most changes can be made online. Aviva is not held liable for missing shipments, commission payments, or any action or delayed response as a result of inaccurate or outdated contact information on the Stylist's account. This includes name, billing address, shipping address, telephone numbers, texting numbers, email address, and any other means of communication possible.

6.2 Changes to the Agreement

It is the Stylist's responsibility to update or initiate any updates if there are any changes to the Agreement, including government ID numbers, applicant names, or business entities. These changes can be initiated through Stylist Support or online.

6.3 Continuing Leadership

Any Stylist who sponsors another Stylist into Aviva must perform a bona fide assistance and training function to ensure that his/her organisation is properly operating their Aviva business and that they are in full compliance with local and federal laws, and this Agreement. It is expected that Stylists will monitor the activities of their organisations and support full compliance with the Company's policies contained within this Agreement. In any circumstances, where it is discovered by Stylist that a member of their team may be in violation to this Agreement, they are to do all within their power to bring them back into compliance with this Agreement; if that is not possible or completed, they are to notify Aviva Compliance Department immediately. Stylists are expected to support, train, and mentor other Stylists in the organisation to help them build success. It is expected that sponsoring Stylists be available to be contacted, attend meetings, and support their organisations. Failure to do so will result in a lack of personal success within the Company.

6.4 Providing Documentation

When enrolling a new Stylist, the sponsoring Stylist must be able to provide or ensure that they have access to, and have reviewed, the latest version of the Policies and Procedures, the Compensation Plan, and the Stylist Agreement before the new Stylist completes the process online.

6.5 Reporting Obligation

All Stylists have an obligation to report any policy violation that they may witness or be aware of to the Aviva Compliance Department. Failure to do so may result in compliance actions taken against them.

6.6 Laws and Ordinances

All Stylists must be aware of, and adhere to any local or federal laws and ordinances that may affect or be a part of their Aviva business or sales activities.

6.7 Federal Regulations

Certain federal regulations govern the direct sale of inventory, which includes Aviva accessories. In order to comply with those regulations, Stylists must ensure the following information is provided on all sales receipts at each transaction:

- a. Date of transaction
- b. Product issued (units purchased);
- c. Name and Address of selling Stylist (this may be written on the back of the provided receipts); and

They must also be aware of the Stylist's return policy of the product. Stylists are required to issue sales receipts for the retail purchase of Aviva product, as well as to keep a copy for themselves for no less than two years from the transaction documented.

6.8 Reception of Product

When a Stylist receives an order, it is the Stylist's responsibility to check inventory for damaged or missing products from the invoiced order before signing off on the receipt of delivery. Failure to notify the delivery agent and contact Aviva immediately will cancel any right to request a replacement. Any pieces that may be received that can be reasonably corrected using the "Repair Kit" available for sale to Stylists, will not be considered replaceable. Any damaged product must be returned to the delivery person to be brought back to Aviva. Replacements will incur no charge or restocking fee and the Stylist will receive the next replacement in their next order.

6.10 Holding or Manipulation of Enrolments or Orders

Stylist must never hold or manipulate the timing of Stylists' enrolment or order. Doing so will result in the conclusion that such actions are in conjunction with "Bonus Buying" (see Section 5.19), and will be subject to a compliance review. Doing so also postpones the activity of the new Stylist, and can damper an opportunity for them to succeed.

6.11 Actions of Household Members

If a member of a Stylist's immediate household engages in activities that violate the Agreement (including these Policies), the Stylist will be considered to be in violation of the Agreement. This section also applies to any member of a business entity that is a business representative of Aviva as a Stylist.

6.12 Business Insurance

Aviva does not provide or offer any form of business or liability insurance for the Stylist's business. Stylists are free to purchase such insurance for their business. Homeowners or automobile coverage usually does not provide coverage for any type of business related injury, theft, or damage.

SECTION 7

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Bonuses and Commissions

7.1 Bonuses and Commissions

Stylist must be active (with a minimum of 2500 BV in monthly inventory purchases or sales), in good standing, and in compliance with the Agreement to qualify for retail and team commissions. So long as the Stylist complies with the terms of the Agreement, Aviva shall pay commissions to qualified Stylists in accordance with the Compensation Plan and their qualifications. The minimum amount for which Aviva is required to conduct a deposit is 2500 Naira (after a bank processing fee). If Stylist's earnings for the month is less than the required amount, those funds will be placed on their account to be added to the next commission cycle and paid once the minimum amount has accumulated.

7.2 Commission Times

Commissions are only paid in the form of a bank deposit, and are paid as a whole payment in relation to the activity within the last previously closed commission period. Commission Periods (and Qualification Periods) begin the first day of every calendar month at 12:00 AM UTC, and conclude the evening of the last day of every calendar month at 11:59 PM UTC.

7.3 Compensation Plan Adjustment

Aviva reserves the right to make any adjustments necessary to the Compensation Plan at its sole discretion with 15 days prior notice in writing. Such notice would be made via e-mail, or through any notifications on the web-based Back Office.

7.4 Bonus and Commissions Adjustments from Returns

In the event that a commission has been issued on the sale of product that is eventually returned or on inventory that is accepted back by Aviva, any bonuses or commissions that were calculated and paid on the initial sale of the inventory or products will be deducted from the month in which the refund or return took place.

This may continue for subsequent months until the paid commissions are recovered from all Stylists up the tree which may have earned commissions from the initial sales of the refunded inventory.

7.5 Bonus and Volume Reports

All information provided by Aviva over the phone, online, or through any type of Downline Activity Reports, including but not limited to personal and group sales volume (or any part thereof), and Downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit cards and payments, returned product or inventory, credit cards and payment method charge backs, the information is not guaranteed by Aviva or any person creating or transmitting the information. All sales volume information is provided "as is" without warranties, expressed or implied, or representations of any kind whatsoever. In particular, but without limitation, there shall be no warranties of merchantability, fitness for a particular use, or non-infringement.

To the fullest extent permissible under applicable law, Aviva and/or other persons creating or transmitting the information will in no event be liable to any Stylist or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if Aviva or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Aviva or other persons creating or transmitting the information shall have no responsibility or liability or other theory with respect to any subject matter of this agreement OR terms and conditions related thereto.

Access to and use of the Aviva online and telephone reporting services and the Stylist's reliance upon such information is at the Stylist's own risk. If the Stylist is dissatisfied with the accuracy or quality of the information, their sole and exclusive remedy is to discontinue use of and access to Aviva's online and telephone reporting services and their reliance upon the information.

7.6 Compensation Plan Calculations

The calculations for the Commissions (not including Retail Profit) are based off of Business Volume accumulated within such account or organisation.

This includes all ranks, status, commissions, bonuses, promotions, or any other form of rewards offered by Aviva within or outside of the Aviva Compensation Plan.

Aviva Compensation Plan is audited monthly in an attempt to ensure accuracy. Any errors that are discovered are to be reported to Stylist Support within 30 days of the publication of the Commission run.

Aviva has no responsibility in relation to any issues that are not reported within that 30 day period. Aviva does all due diligence to ensure accuracy in all calculations and payments.

SECTION 8

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Payment & Sales Tax

8.1 Insufficient Funds

It is the Stylist's responsibility to ensure that there are sufficient funds through the approved transaction type or credit card. If the funds or credit is not available, the system may not accept the Stylist's order, or the orders of their organisation. If the order payment is not resolved by the end of the commission period, the order will be cancelled, and any lost commissions, qualifications, or business as a result of the lost order is the sole responsibility and liability of the Stylist.

8.2 Value-added Tax (VAT)

The Stylist is charged for the sales tax at the full Retail Sales amount at the time of the wholesale purchase of inventory. This is intended to ensure that the tax agency paid for any potential sales from the transactions of that wholesale product. The VAT is charged at the local level of the location from where the order is shipped. Aviva collects these taxes at the time of wholesale inventory purchase and remits it to the state on behalf of the Retail Sale that the Stylist may now have. This also allows the Aviva Stylist the option of charging their local taxes on their Customer transactions and recuperate that cost, or absorbing it into their business structure; while at the same time not bringing any uncovered sales tax liability on Aviva or the Stylist.

8.3 Automated Payment Processing

In the circumstance where Aviva offers a payment package for any event or experience ticket, the Stylist agrees to the terms proposed through the payment process. Tickets for Aviva events, shows, or trainings are non-refundable. All Stylists must pay the full amount of the ticket after they have registered for the event, regardless of whether they attend or not.

All automatic recurring payments, as designated and agreed to by the Stylist upon registration, must be completed and the ticket must be paid in full.

SECTION 9

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Warranties, Guarantees, Returns, and Repurchases

9.1 Manufacturer Defects

Aviva only warrants against manufacturer defects acknowledged at the time of delivery. Stylists are required to inventory their product immediately upon receipt and report any defective products (in accordance with Section 6.9).

There are times when small pieces of jewellery may be loose (i.e. jump rings) and only need a small adjustment; these are not manufacturer defects. Stylists are expected to report any issues to Stylist Support before accepting receipt of the inventory, Stylist Support will then instruct the Stylist on the new price of the invoice to be paid. If a product is broken or damaged after receipt of delivery, Stylist can contact Stylist Support to see if they are eligible to bring the product into the Aviva office for repair.

9.2 No Warranty of Used Product

Aviva does not guarantee or warranty its product after it is removed from the packaging and/or used, or once receipt of the inventory is accepted. Aviva Accessories are fashionable, trendy, and inexpensive. There is no intention or claim at the time of retail purchase of any life of the product, guarantee, or warranty. Stylists are encouraged to have their own satisfaction offerings within their own business, but to never offer any type of product life guarantee by Aviva. Used or opened product will not be returnable to Aviva, whether by a Retail Customer or Stylist.

9.3 Purchase Policy

Any Stylist who has an active account may purchase Aviva product as inventory to resell. Purchased Aviva product is the inventory of the Stylist, and is their responsibility to sell or move. Stylists should not purchase more than they reasonably believe they can resell. Upon purchase and receipt of the product the Stylist accepts the responsibility to sell that product, and remove any liability of Aviva to make any retail sales on their behalf. Product purchased for inventory carries no warranties (see Section 9.2) and have a limited amount of time to be returned (see Section 9.4) and the purchasing Stylist accepts those liabilities.

9.4 Return Policy

In order to decrease the risk associated with running a business, Aviva allows Stylists to return their inventory for credit toward future purchases. All returns will incur a 10% restocking fee. All returns must be requested online in the Stylist's Back Office within fifteen (15) days of the date of purchase. Once the request is submitted, returns must be received in the Aviva office within seven (7) business days. All returned inventory must be in mint condition; in the original, unopened packaging; and unused. Any returns that do not fit this profile, and/or are not listed on the return form will not be accepted, and

Stylists will be responsible for any fees associated with the return of those products. Returns that are not accepted may incur a N300 processing fee.

All volume from the returned product will be retracted from the sales organisation if within a current commission period, or any commissions issued would be retracted back from the upline per Section 7.4 A Stylist may not return more than N30,000 worth of inventory in a month.

9.5 Cancellation of Enrolment

Stylists have three (3) days from the time of their enrolment to select not to be Stylist with Aviva. The purchase of a Starter Kit is not returnable or refundable.

9.6 Refused Deliveries

In any circumstance where any undamaged Aviva inventory order is refused at the door and returned to Aviva, or the Stylist does not respond or is not present after three (3) delivery attempts are made, the ordering Stylist will be liable for the return shipping (issued by the delivering service) as well as a 10% restocking fee to restock the unopened inventory. This amount will be deducted from Stylist commissions if not paid at the time of delivery.

SECTION 10

E-boutique Terms

10.1 Personal e-boutique and Online Store

Stylists are solely responsible for maintaining their personal e-boutique (Online Store), and for all activities conducted through it. Subject to the Stylist's compliance with the Stylist Agreement, and solely for as long as the Stylist remains active and in good standing with Aviva and status is not terminated, the Stylist is permitted to employ the Aviva Personal e-boutique as a means of selling Aviva products. The Stylist may not reproduce, distribute, adapt, or modify the content on the personal e-boutique. The Stylist may not rent, lease, license, assign, sell or otherwise transfer a personal e-boutique or any rights therein to any other person or entity without the prior express written permission of Aviva. Personal e-boutiques allow for the presence of a facial image of the owner of the e-boutique. The image must be clear, deemed non-offensive by the Aviva Administrative Team, and cannot include logos and images of any trademark images

SECTION 11

Dispute Resolution and Disciplinary Proceedings

11.1 Disciplinary Sanctions

A Stylist's violation of the Agreement, any of its components, these Policies and Procedures, or the violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by Stylist that, in the sole discretion of the Company may damage its reputation or goodwill, may result, at Aviva's discretion, in one or more of the following measures being imposed on the Stylist:

- a. Issuance of a written warning;
- b. Requirement that the Stylist take immediate corrective measures;
- c. Imposition of a fine, which may be withheld from bonus and commission;
- d. Loss of rights to one or more bonus and commission deposits;
- e. Aviva may withhold from Stylist all or part of the Stylist's bonuses and commissions during any period of investigation involving an alleged violation of the Agreement. If the Stylists business is terminated for disciplinary reasons they will lose all rights and will not be entitled to recover any held commissions;
- f. Suspension of the individual's Agreement for one or more pay periods;
- g. Involuntary termination of the offender's Agreement;

- h. Any other measure expressly allowed within any provision of the agreement;
 - i. In situations deemed appropriate by Aviva, the Company may institute legal proceedings for monetary and/or equitable relief. In the event that a written warning is issued, with specific request of compliance or action, such agreed to terms between Aviva and the disciplined Stylists are considered an appended agreement to their Stylist Agreement, and a violation of such terms may warrant, at Aviva's full discretion, any or all of the actions detailed above.
- All disciplinary actions are considered confidential and should not be discussed without uninvolved parties. Resolutions and outcomes are not required to be made public knowledge.

11.2 Grievances and Complaints

When a Stylist has a grievance or complaint with another Stylist regarding any practice or conduct in relationship to their respective Aviva business, the complaining Stylist should first report the problem to his/her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Stylist Support Department. The Stylist Support Department will review the facts and resolve the issue at the sole discretion of the Compliance Department.

11.3 Arbitration and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of Nigeria, without regard to principles of conflicts of laws. In the event of a dispute between Stylist and Aviva arising from, or relating to, the Agreement or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Aviva shall not be obligated to engage in mediation or arbitration as a prerequisite to disciplinary action against Stylist. If the parties are unsuccessful in resolving their dispute through mediation, then it shall be submitted to the **Lagos Court of Arbitration** and shall be resolved under **the Rules of the Lagos Court of Arbitration**.

The dispute shall be resolved by a sole arbitrator, except as otherwise agreed by the parties to be by a tribunal of three arbitrators. The appointment of the Arbitrator(s) shall be in accordance with the said Rules, and the Award/Decision of the arbitrator(s) shall be final and binding on the parties.

The seat of the arbitration shall be **Lagos, Nigeria** and the language to be used in the arbitral proceedings shall be **English**.

Notwithstanding the foregoing, Aviva shall be entitled to bring an action before the State or Federal Courts in Lagos, Nigeria, seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including, but not limited to, actions to protect its customer and/or Stylist lists as well as other trade secrets, trademarks, trade names, patents, and copyrights.

The parties consent to jurisdiction and venue before any federal or state court in Lagos, Nigeria, for purposes of enforcing an award by an arbitrator, an action by Aviva for equitable relief, or any other matter not subject to arbitration.

SECTION 12

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Inactivity and Cancellation

12.1 Voluntary or Involuntary Cancellation

As long as the Stylist remains current, and complies with the terms of the Agreement and these Policies and Procedures, Aviva will continue to pay the Stylist all earned profits, bonuses and commissions in accordance with the Compensation Plan. Bonuses and commissions constitute the entire reward for the Stylists efforts in generating sales and all activities related – including building and support of a Downline Organisation. If a Stylist fails to meet the minimum inventory purchases or sales requirement for a period of twelve consecutive months (with less than 10,000 BV), or if the Agreement is voluntarily or involuntarily terminated, the Stylist shall be deemed to have waived all their rights, title, claim, privileges, or interest to the Downline Organisation that they operated, and to any bonuses or commissions for the sales generated from that organisation.

Additionally, the Stylist will lose the right to represent Aviva, the right to sell Aviva products and the right to receive any further compensation, bonuses, commissions, or other income resulting from Aviva activities.

12.2 Cancellation Due to Inactivity

In order to keep Stylists Agreement and account active, the Stylist must have accumulated at least 10,000 BV in personal purchases or inventory purchases within a rolling 12 consecutive month window. If at any time the Stylist has 12 consecutive months where no orders have been placed which accumulate to the 10,000 BV minimum, the Agreement may be cancelled; the account and position terminated, and the measures in Section 11.1 will take effect. Aviva will not provide or issue any written confirmation of the cancellation.

12.3 Voluntary Cancellation

Stylists have the right to cancel their Stylist Agreement at any time, regardless of reason. Cancellation must be submitted in writing to Stylist Support. Any cancellation notice must include name, address, Aviva Stylist ID, and a signature of the primary account representative. At the conclusion of the Agreement, all Sections which specifically denote a life beyond the Agreement are still enforceable.

12.4 Involuntary Cancellation

Any violation of the terms of the Agreement, including any amendment that may be made by Aviva at its sole discretion, may result in any of the sanctions listed in Section 10.1, including involuntary termination or cancellation of the Agreement at the sole discretion of Aviva.

Aviva reserves the right to cancel any or all Stylist Agreements upon fifteen (15) days written notice in the event that it elects to do so.

