

POLICIES AND PROCEDURES

I. GETTING STARTED WITH ENIVA

(A) All NEW applicants will be known as Preferred Customers. There is no application fee for Preferred Customer status, but the application must be accompanied by a purchase. If the new member wishes, a business kit can be purchased that will include business-building tools.

(B) To become a Preferred Customer, a person must fill out and sign the application/agreement. This agreement must be signed, received and accepted by the Company. Legible signed fax copies will suffice to place a new Preferred Customers in the compensation plan of the sponsor. Online applications serve as the legal agreement. Once the application process is completed, the Preferred Customer is authorized to resell products and to enroll new Preferred Customers into the marketing plan.

(C) Preferred Customer applications being submitted with new Preferred Customer information must be accurate and reflect an actual, legal, and living human being. Should applications be submitted with false identities and/or social security numbers, the enroller and immediate upline will forfeit one month of income and bonuses following the infraction month for EACH false identity, or social security number submitted. A grace period of 14 days will be allowed to correct any clerical identity or social security errors with no penalty. Members and managers with repeat violations are subject to immediate termination.

(D) Every member should lead by example. Members are expected to maintain a strong retail base so their downlines will understand that this is the heart of the business. The Company's main focus is for the leaders to teach their downlines the retailing process.

(E) All members shall be of legal age in the state in which they reside. Eniva is committed to and supports families, but please be reminded that Eniva only allows Members over the age of 18 to be enrolled in our community. This is important to achieve FTC compliance in all states. Minors under the legal age of 18 are not allowed Membership. This is currently our policy, and it will be strictly enforced going forward.

2. OBLIGATIONS OF MEMBERS

Members of the Eniva organization who have signed a Preferred Customer agreement are independent contractors of the Company; not employees or agents. This is a form of independence that provides the freedom to select the hours you work, when you work, and where you work. The Company has no direct control of independent contractors in their day-to-day functions as independent members. However, there are certain obligations each member must fulfill to protect their opportunity and those of others. The major obligations are as follows:

(A) Members will abide by any and all federal, state, provincial, county, local laws, rules, and regulations pertaining to the Preferred Customer agreement; and/or the receipt, holding, acquisition, distributing, selling, or advertising of Company products.

(B) Members will bear the expense to execute and file all such reports, and obtain such licenses as are required by law or public authority, with respect to his or her business. This also includes the receipt, selling, holding, distributing, and advertising of Company products.

(C) Members will not make any claims or representations regarding the Company compensation plan or earnings they or others may earn. Some states have stringent policies of this matter and violation may cause the Company and other members harm.

(D) Members are solely responsible for declaration and payment of all local, state, provincial, federal, and general taxes and fees as may be payable because of the member's activities in connection with his or her independent business.

(E) As an independent contractor, each member is responsible to ensure all applicable state, provincial, and general sales taxes are paid in accordance with all laws that pertain to such taxes.



Terms:

Member:

Any person or legal entity who has an active ID number with the Eniva Corporation (Member = Independent Contractor/Distributor).

Preferred Customer :

An Eniva member/customer who has submitted a Preferred Customer Application.

Wholesale Manager :

An Eniva member who has met the criteria of Eniva wholesale pricing as explained in the Eniva Marketing/Compensation Plan.

All policies stated are intact and can be modified at any time at the discretion of the Eniva Corporation.

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(F) **Product Claim Statements.** All Eniva memberships are conditional based upon strict adherence to the statements made about Eniva products as published in written Eniva product information, including catalogs, marketing literature, and label copy. **Members may only use Eniva's published product and marketing information.** Exceptions are on a case by case basis cleared only with prior approval from the Eniva Marketing Department. Exaggerated claims such as "cures cancer" or "...you may be able to reduce your insulin usage," made by any member are strictly forbidden. **Any product claims made about Eniva products not published by Eniva or that have not received written prior approval from the Eniva Marketing Department are strictly forbidden.** Any violation of product claims places all representatives and the Eniva Corporation at great risk. **Violation of this policy is grounds for immediate termination.**



3. TRANSITION TO WHOLESALE PRICING

Eniva is a Membership Organization. Our growth and our future depend on continuously inviting people to become part of our Organization and the ongoing sale of product. We believe those who help invite others to join our Membership and continuously purchase Eniva products should be rewarded for their efforts. To that end, effective December 1, 2005, wholesale pricing will be offered only to those Preferred Customers who commit to a qualified SmartOrder and each personally enroll 4 new people with a qualified order (49 BV). All of the 4 personally-enrolled people must make a qualified purchase within the same month for wholesale purchase privileges to begin, although their enrollment dates do not need to be within the same month. This strategy reinforces FTC compliance for non-inventory loading as well as rewards individuals for participating in activities that strengthen and grow our Eniva Organization.

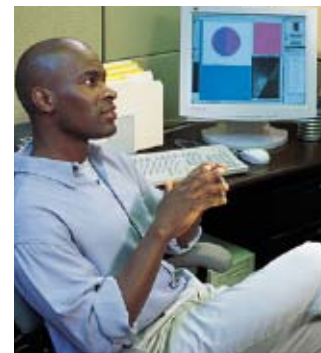
4. RESPONSIBILITY OF MEMBERS

The member position is one of trust and leadership. Recruiting new Preferred Customers is only one minor part of the company's leadership. A member should perform supervisory, training, and leadership functions to provide for the retail sale of products to end customers. Training and motivation are key elements to increasing retail sales. This is the intent of paying commissions to the placement ID number of other members.



5. ADVERTISING, TRADEMARK, AND TRADE NAME RESTRICTIONS

As Eniva grows, there will be more and more opportunities for our company name, products, trademarks and registrations to be in the public arena. It will become more and more imperative that Eniva maintain exclusive control of these corporate assets into the future to protect Eniva and you. Our goal is to reinforce the value of our brand – it is priceless. According to trademark law and legal precedent, if we do not enforce our corporate ownership of all marks and registrations, we risk forever losing them. It is not allowed to use any Eniva Corporation Trademarks and/or Copywrite names in a business name, email address, website domain name or sub-domain name, telephone number or in any other way than in advertising text referring to the Company or to the product. The use of any Eniva Corporation Trademark, Copywrite names or similar names, and promotional and educational materials that would likely cause confusion, mistake or deception as to the source of Eniva ownership is not allowed.



With our goal being to protect all identity components, we will be unilaterally enforcing our previously published internet advertising policy, which requires that no Eniva product names, program names or company name be used in website names, registered or non-registered domain names, and URLs.

We are also extending our Identity Protection Policy to include all Eniva independent business entities, companies, or DBAs. Eniva members may not use any product name, program name or company name as their own business name, regardless of whether it is trademarked or registered by Eniva.

In addition, no member may independently trademark or register any Eniva products, programs or company intellectual property. We believe our Identity Protection efforts will help us accomplish our goals of continuing to strengthen the clarity and value of the Eniva identity.

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As an extension of our identity Protection efforts, we are requiring that all members only use business cards, letterhead, and identity components provided by Eniva's Corporate Marketing Department or, in place of, only approved business cards, letterhead, and identity components that have been previously submitted and explicitly approved by the Eniva Marketing Department. Remember, already approved business identity items can be acquired through www.enivaprint.com, or a downloadable PDF can be sent to your local printer. Specialty items and other company identity items that display other company or product names must be pre-approved by the Eniva Marketing Department. All member websites, email signatures, stationery, letterhead, business cards, yellow pages advertising and all other member advertisements and materials, not distributed by Eniva Corporation, must include the title "Independent Representative."

(A) The name of the Company and other names as may be adopted by the Company are proprietary trade names and trademarks of the Company. As such, these marks are of great value to the Company and are supplied to the member for the member's use only in an expressly authorized manner. The member agrees not to advertise the Company products in any way other than the advertising or promotional materials made available to the member by the Company. The member agrees not to use any written, printed, recorded, or any other electronic material in advertising, promoting or describing the product or the Company marketing program, in any other manner, any material which has not been copyrighted and supplied by the Company—unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published or displayed.

(B) The member, as an independent contractor, is fully responsible for all of their verbal, written, or published statements made regarding the products and marketing program which are not expressly contained in writing in the current member agreement and advertising and promotional materials supplied directly by the Company. The member agrees to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by the Company as a result of the member's unauthorized representations.

(C) The Company will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without prior written permission.

(D) All Company materials, whether printed, on film, or produced by sound recording, are copyrighted and may not be reproduced in whole or in part by its members or any other person except as authorized by the Company. Permission to reproduce any materials will be considered only in extreme circumstances. Therefore, a member should not anticipate that approval will be granted.

(E) A member may not produce, use, or distribute any information relative to the contents, characteristics, or properties of Company product which has not been provided directly by the Company or received approval by the company prior to distribution. This prohibition includes but is not limited to print, audio, video, or web media.*

(F) A member may not produce, sell or distribute literature, films, or sound recordings, which are deceptively similar in nature to those produced, published and provided by the Company. Nor may a member purchase, sell or distribute non-company materials which imply or suggest that said materials originate from the Company.

(G) Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to the Company and approved by the Company prior to publication.

(H) All advertising copy, direct mailing, radio, TV, newspaper, and display copy including custom content displayed on websites must be approved in writing before being disseminated, published, or displayed with the exception of blind ads where no reference is made to the Company name or product name.

(I) No claims as to therapeutic or curative properties about the products may be made except those officially approved in writing by the Company or as contained in the Company literature. In particular, no member may make any claim that the Company products are useful in the treatment or cure of any disease. Such statements can be perceived as medical claims. Not only is this totally against Company policy, but it is also against the laws governed by the United States Food and Drug Administration.



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(J) As is already our policy, all materials used to recruit, promote, sell and educate people about the Eniva Products and Opportunity will be provided by Eniva Corporate offices, or must be approved in **advance** by Eniva's Corporate Compliance Department. We will not allow pre-recorded phone messages, flyers, cd's, dvd's, hand-outs, web sites, advertisements to be distributed or placed without prior review and approval. As well, live conference calls will be periodically monitored for compliance.

No mass production of any materials can occur until after a piece has been approved. No member materials promoting or educating about Eniva can be copyrighted or trademarked prior to approval by the Eniva Marketing Department. Any promotional, selling, or educational materials that are currently in distribution by a field member will need to be immediately submitted for approval by the Eniva Marketing Department. There will be no exceptions to this Policy. Any member found distributing unapproved materials will be subject to disciplinary action. This policy is already in effect and will be more assertively enforced in the future.

(K) **Toll Free Telephone Numbers and Phone Book Listings:** Members may have a toll free telephone number, however, it is **NOT PERMISSIBLE** to use any Eniva trademarks, trade names or slogans such as: "Eniva[®]," and "VIBE[®]," in conjunction with the toll-free number. Members may only identify or list themselves as "Eniva Independent Representative" or "Eniva Independent Distributor". Members must submit a request to the compliance department for any placement of their member telephone or fax numbers in the white or yellow page section of a telephone book. An example of how a telephone number is to be listed is as follows:

Johnson, Joe - Independent Eniva Representative - 1-800-xxx-xxxx

* See Internet & Website Policy.

6. MEDIA RELATIONS

All inquiries from radio stations, television stations, magazines, or newspapers will be referred to the Company. An independent member may not discuss their Eniva Company business with the media, or act as a spokesperson for the Company. All questions will be referred to the Company's Corporate Office. Media activity planned by members will need pre-approval from the Corporate Office. Inaccuracy in the media can be dangerous to independent members and their businesses, thus affecting the Company. Violation of this policy may be cause for involuntary termination.

7. INVENTORY LOADING IS PROHIBITED

The Company program is built upon sales to the end consumer. We would like to take this opportunity to remind our distributors that inventory loading is prohibited. According to the Member Policies and Procedures, "Members shall not purchase products solely for the purpose of collecting commissions and bonuses. 70% of products obtained from the company must be retailed or consumed before reorders are made." Also, we ask that members make a minimum of one retail transaction in a month to an end-customer. This policy is currently in effect.

8. MEMBERSHIP TRANSFER

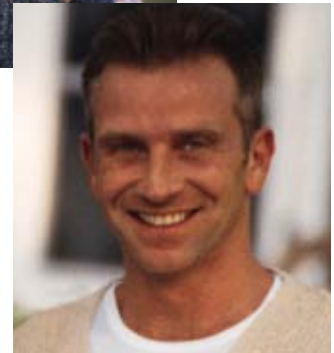
Membership transfers are only allowed with company approval as follows:

(A) A sale of a member position requires prior written approval from the company. This approval can be requested through a written request, accompanied by a \$25.00 transfer fee charged for administrative coordination.

(B) A serious health issue of the member whose downline might be harmed without a transfer—transfer requires full written upline approval.

9. ENROLLER POLICY

Should an individual personally enroll someone and place that individual under another person in their downline, Eniva reserves the right of the personally enrolling individual to later regain that placed individual for other placement options should the situation deem necessary. This policy is enforced at the discretion of the Eniva Corporate Sales Manager.



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10. MEMBERSHIP CANCELLATION

Voluntary or involuntary cancellation of a member agreement will result in the person or business entity losing all rights to their marketing organization. A member whose agreement is cancelled will not receive commissions and bonuses during the month of cancellation, and thereafter. In the case of returns and cancellations the amount returned will be deducted from upline commissions. The individual or entity will not represent themselves as members for the Company thereafter.

(A) **Voluntary Cancellation:** A member may cancel his or her member agreement at any time for any reason by submitting written notice to the Company. The notice must bear the current name, address, telephone number, and identification numbers of the member. Notices must be mailed or faxed to the Eniva Member Services Department. Upon receiving notification of the intent to cancel, the membership will be resigned after a 7-day waiting period and the upline manager contacted, unless otherwise noted or requested.

(B) **Involuntary Cancellation:** After one full year without a qualified purchase, a member will become inactive and membership will be cancelled by the Company. The member will lose their downline and any ability to earn commissions and bonuses.

11. MEMBERSHIP REENTRY

(A) **Reentry after VOLUNTARY Cancellation:** If a member has voluntarily terminated their agreement with the Company, they must wait 6 months before reapplying for a new membership. Use of false names and business entities with different Social Security Numbers or Federal I.D. Numbers to circumvent this policy is prohibited. Note that to maintain a membership, a qualifying order must be placed once every 12 calendar months from date of application. If none is placed, the membership will be inactivated.

(B) **Reentry after Involuntary Cancellation:** Reentry into the Eniva organization as a Preferred Customer after cancellation of the previous member agreement may occur by submitting a new Preferred Customer application.

12. MEMBERSHIP TERMINATION

A member, (or any business entity acting as such) that violates any of the terms and conditions of the member agreement, or any part of these policies and procedures, or engages in illegal or unethical conduct in business, will be notified and may be terminated should corrective action not be taken. This action will result in cancellation of the member agreement.

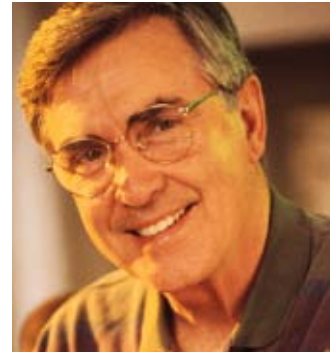
13. BUSINESS KIT REFUNDS

Within 30 days of a Preferred Customer's initial purchase (or longer where required by law), he or she may resign and return the training and sales materials to the Company and receive a refund on the portions of the kit that are unused, or in a serviceable condition.

14. RETURN OF PRODUCT

A member who wishes to cancel his/her position may return all products that are free of legal encumbrances and in a resalable condition to the Company. If applicable, the particular products must be in good condition, in original packaging and unopened. This return of product is subject to the 70% rule which does not apply to a member's last order placed. Eniva will refund full product charges within 30 days from date of purchase. The return of products within a 60-day time frame, from date of purchase, will entitle member to a 90% refund. Product returned after 60 days will receive a 30% refund. No refunds will be made after 90 days. All refunds are on unopened product only, less commissions or bonuses paid out by the company. No repayment will be made on original handling and shipping charges. The return shipping costs of any material will be borne by the member.

Eniva honors a 3-business day period from the time of submission of a Preferred Customer application in which the member may change his/her mind and return or refuse shipment of the new member kit and first product order for a full refund. Requests for this must be submitted in writing within 3-business days of submission of the application to the Company.



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15. GUARANTEE OF CUSTOMER SATISFACTION

Eniva products carry a 30-day money-back guarantee which applies to **retail customers only**. Members selling Eniva products to retail customers must offer this guarantee. If a retail customer is not satisfied with an Eniva product, he or she may return the product to the member that it was purchased from for a full refund. The member then may return the product, along with a Product Return Form, to Eniva for a replacement of the same product.

16. ORDERING OF PRODUCTS

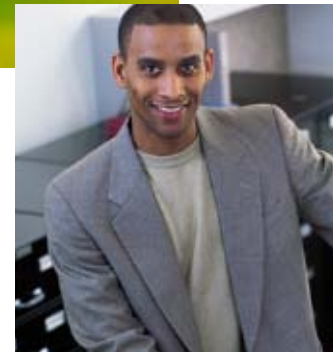
Members are encouraged to order their products early in the month. The cut-off for commission calculations will be the last business day of the month at 10:00 pm Central Time. Orders may be placed by telephone, mail, fax, or through your personal Eniva website.

Attention! Due to accelerated application and order volume at the end of the month, we recommend that all transactions that affect commissions, bonuses, or promotions be submitted to our Corporate Office at least three days prior to the end of the month. As always, we make every effort to accommodate all applications and orders before month-end; however, should challenges arise with such transactions submitted the last three days of the month, Eniva is not responsible for unqualified commissions and bonuses, or non-occurring manager appointments. All telephone orders may be paid by Visa, MasterCard, Discover, file check, or personal check. All fax orders may be paid by Visa, MasterCard, Discover, or a faxed check. Orders by mail may be paid by check, money order, Visa, MasterCard, or Discover. Only one payment type is allowed per order. When paying by credit card, be sure you have the card in front of you when placing your order. The exact name on the card, number, expiration date, and security code (on the back of the card) must be complete. Orders paid by personal checks may be held up to 10 working days until the check clears the banking system. Returned checks for insufficient funds are charged \$25 for handling and processing. Non-sufficient checks may result in the ability of specific members to purchase future products only by cash, money order, or credit card. Any future transactions will only be completed if prior debt is paid. The Company is not responsible for any errors or delays caused by the mail, private carriers, fax transmission, or any other condition leading to non-receipt of orders.

17. CREDIT CARD, CHECK, AND GIFT CERTIFICATE USE REQUIREMENTS

The following policies are in effect when transacting orders using a credit card:

- (A) For your protection, any order greater than \$500 will be reviewed and approved by a Member Services Manager.
- (B) If a credit card cannot meet the criteria for authorization after two tries, the order will be reviewed by a Member Services Manager.
- (C) All SmartOrder applications must be accompanied by a signed authorization for the credit card or check information that will be used for payment.
- (D) For easiest and most expedient delivery of international orders, we require wire transfers only, unless alternate payment methods have been arranged with the Eniva Home Office Accounting Department in advance of the transaction. All orders mailed to an international address will require prior approval by a Member Services Manager.
- (E) Please remember, an Eniva member may only place orders for themselves or someone in their downline.
- (F) Payments made by check or gift certificate that exceed the purchase amount will have the difference Commission Credited to the member's account ONLY – NO CASH REFUNDS are issued. The amount of the commission credit can be utilized to purchase, in the future, other Eniva products, business-building tools, OR the amount will be included with the member's next commission check. It is the responsibility of the member to request and redeem the commission credit when he/she chooses to use the commission credit for an Eniva purchase.



*Genius is one percent
inspiration and
ninety-nine percent
perspiration*
Thomas A. Edison

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18. ENIVA GIFT CERTIFICATES

Effective November 1, 2005, Eniva will no longer sell any type of gift certificate for future redemption of product. Although Eniva gift certificates are well-loved by all in the Eniva Family, due to FTC compliancy issues and under advisement of legal counsel, Eniva will no longer promote or sell gift certificates. Any gift certificates that have been previously purchased must be redeemed by April 1, 2006.

19. PROPER COMPLETION OF ALL DOCUMENTS

All agreements, orders, and forms must be completely and properly filled out and signed. The Company will not be responsible for loss of commissions or bonuses due to late submission of agreements or orders. This also applies to member agreements, and their registration into the computer system. This also applies to errors by members in preparing or transmitting agreements, orders, or any other documents. The Company will not be responsible for transmittal errors as outlined in Section 15. The Company will not be responsible for the inability of members to place orders during peak telephone and fax hours, which are normally at the end of the month.

20. CALENDAR MONTH CREDIT/ COMMISSION ELIGIBILITY

All documentation and orders will be credited to the month they are received. All mail documents will be date/time stamped to verify receipt. All fax, phone, and internet orders will be electronically documented. Orders placed via fax or phone must be received by 10:00 pm Central Time of the last business day of the month for which commissions are to be paid; internet orders can be placed up until midnight. Individuals who do not place a qualifying order, as stated in the Eniva compensation plan, during any given month are ineligible to receive any commissions, bonuses, or overrides for business activity during that month.

21. SMARTORDER (FORMERLY KNOWN AS AUTOSHIP)

SmartOrder is so very important in the long-term success of any network marketing organization. Simply stated, SmartOrder is critical for the strength, income earning potential, and success of your independent business as well as the success of the entire Eniva Organization.

As a way to better encourage and promote SmartOrder, and to reward those who take advantage of it, members who wish to be eligible for commissions on level 2 and beyond must have a qualified SmartOrder commitment on file. Qualified is defined as 49 BV or 74 BV, dependent upon management title. **This policy will begin December 1, 2005, and will be enforced as of the close of business on December 31, 2005.**

The SmartOrder Option is available on the 7th, 14th, and 21st of each month. Members have the option of selecting which SmartOrder date they prefer. If no date is selected, the company shall assign the 7th of each month as the SmartOrder date.

The initial product order accompanying the application will be shipped immediately when processed. The SmartOrder request will be activated in the following month and all subsequent months, providing no qualifying orders have been placed for the month prior to your SmartOrder date. **Any changes or deletions to SmartOrder requests must be submitted to Eniva no less than 2 business days before your SmartOrder date.** Members are not required to sign up for the SmartOrder Option. However, Managers are required to be on SmartOrder to receive management levels of pay and additional manager bonuses, incentives, and overrides.

If a member agrees to SmartOrder enrollment over the phone, the Enroller assumes all responsibility for resolution should any dispute arise, including any monetary adjustments or refunds.

22. DELIVERY OF GOODS

Orders for products will normally be processed within 1 to 2 business days of receipt of the order. Orders by personal check will be processed but may not be shipped until the check has cleared the banking system (see Section 15). Shipment will be by



*Excellence is not an act,
but a habit.*

Aristotle

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common carrier with a normal shipping time of 7-10 days unless specified with your order. Overnight and second day shipping are also available. All overnight and second day delivery orders must be received by 12:00 noon (Central Time) in order to guarantee same day shipping. Eniva will consider member requests for specialized shipping and delivery. Specialized orders must be faxed to the Eniva Member Services Department. An additional handling fee per order will be charged.

23. THE MEMBER IDENTIFICATION NUMBER

Member identification numbers are assigned by the company and will be sequential numbers that are referenced to the member's Social Security Number (SSN). If the member is a small business, partnership, or corporation, a Federal Tax Identification Number may be used which will be related to a sequential identification number. Persons providing false or misleading information submitted to the Company in the application process of becoming a member are subject to termination.

24. IBO AND COMPANY IDENTIFICATION

In the true spirit of network marketing and teamwork, there is no sound reason for a person to have more than one position within a network marketing structure. It creates confusion, allows for manipulation and game playing, and ultimately robs the upline and downline of sales volume that was generated through a team effort. **These are also the reasons why numerous states have "anti-stacking" statements regarding FTC compliance and network marketing structures.**

To achieve nationwide compliance and beginning November 1, 2005, Eniva will no longer allow new enrollees to have more than one position per person within our Eniva Community. This includes any additional positions held within a business, such as a partnership, corporation, LTD, LLC or DBA. A person can have only one financial interest in the entire company. New enrollees will no longer be able to have a personal position (SSN) as well as a business position (EIN), or various multiple combinations of either entity. Please note all existing business structures as of the close of business on October 31, 2005, will remain, with the new policy to be effective for new enrollees as of November 1, 2005.

We will require that each position have a valid Social Security Number on file with Eniva. A business that operates with an EIN will be asked to furnish the names of all principles/partners with a financial interest in that business, their individual SSNs as well as their place of residence.

25. RECORD KEEPING FOR FEDERAL, STATE AND LOCAL PURPOSES

If you earn \$600 or more from the Company in a given year, you will receive a 1099 form showing your earnings. You are responsible for all actions concerning payment of income and Social Security taxes. Members should keep records of all business expenses. These expenses would include postage, car mileage, advertising, business related telephone costs, home office supplies, sales meeting expenses, bookkeeping expenses, and many of the additional deductions an independent contractor can take. A recommended publication is IRS Publication 911 For Direct Sellers, available from any IRS Office, or the IRS web site.

26. CHECKS AND MONTHLY BUSINESS REPORTS

Members with a SmartOrder date of the 7th will have checks mailed on the 10th of the month. All other checks will be mailed on the 15th. When either the 10th or the 15th falls on a holiday or weekend, checks will be mailed on the following business day. No commissions will be earned and no commission checks will be mailed without an EIN or Social Security form being on file with the Company. If the member is unable to provide such a number, all current commissions will be forfeited and will no longer accumulate in the account.

Enrollers will not be paid overrides for months in which they have not qualified themselves. Please remember, Eniva Corporation must receive a completed W9 form before checks can be issued. Commissions will not accumulate or be paid to members who have been unable to supply the Home Office with a Social Security



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Number or Federal ID number. Once either of these identification numbers are supplied, commissions payout will be enabled.

When a check is issued, a monthly administration fee will be deducted as follows: Preferred Customers/Managers between \$1.50 and \$3.00 per month depending on dollar total of commission check; Area Managers \$5 per month; Regional Managers \$10 per month; National Directors and Executive National Directors \$20 per month. Please note: If your commission check falls under \$8 the money will be banked and sent with the next batch of residual checks after your commission total reaches \$8, or more. No charges will be applied until an actual check is sent.

An annual Technology Fee will be assessed after 12 months of membership in Eniva. This \$14.95 fee covers a variety of technologies employed by Eniva on behalf of its members (i.e. Research and Development, Manufacturing, Marketing, Web tools, Web Health Resources, Web Site, Office Support, and others). The fee will be applied to all members, regardless of whether or not a personal website is being used.

27. QUESTIONS OR ERRORS

The Company will not be responsible for omissions, errors, or problems with commissions, bonuses, business reports, orders or charges after a 45-day time period. Notify the Company immediately in writing of any suspected discrepancy so they may be handled in a timely manner.

28. TRAINING OF MEMBERS

Initial training involves reading the Success Kit material for members. Members are encouraged to get initial retail sales training and assistance from the upline placement individual who introduced them to Eniva. The Company's printed material, audio, and video tapes will contain a wealth of information. Training will also be done by other members. From time to time, the Company will provide training sessions in specific areas of concentration. Training is an essential part of establishing a strong organization.

29. MANAGER PERFORMANCE

Eniva is intended to be a community of interested, active members. This supports our Vision of a lifetime community committed to both physical and financial wellness. On a daily basis, Eniva is investing resources to build the foundation necessary for a lifetime of success and needs the continued, active support of our members to make this happen. It is in this spirit that should a member decline making a qualified product order (49 BV/74 BV) within a 90-day period, any downline they may have accumulated will automatically roll-up to the next qualified, eligible upline member. The member that has not made a qualified purchase within the 90-day period will still retain Eniva product purchase rights according to Eniva's inactivation policy (12 months) and will still retain the ability to build a new downline and earn commissions according to that policy. However, any downline organization that may have "rolled-up" during their 90-day non-qualified purchase period will remain "rolled-up" and out of their new organization. This new policy will be active with the close of business on December 31, 2005. Evidence of any roll-up per this policy will occur at the close of business January 31, 2006.

At least once per 12 month period, each Eniva manager must meet the Area Manager group purchase volume requirement (4:2). Should a manager fail to meet this requirement they risk downline managers being compressed to qualified upline managers who have met this requirement.

30. MAINTENANCE OF APPOINTMENTS

A member may lose his/her right to commissions and bonuses as dictated by the marketing plan requirements. The amount of the commissions and bonuses may fluctuate as a result of multiple factors. Appointments to management positions are not automatic – they must be both offered by the Company and accepted by the member.



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31. MEMBER POSITIONS CAN BE WILLED

A Company business position can be willed to heirs. Documentation will be in accordance with the county or state in which the member lived at time of death. The "title" to the business shall be free of all claims and disputes before transfer to the inheritor. The inheritor will initiate an independent marketing agreement and abide by these policies and procedures. The inheritor shall sign the marketing agreement in a timely manner, or risk involuntary termination of the member.

32. RETAIL SELLING IN STORES OR CONSIGNMENT

Under advisement of our legal counsel and to ensure FTC compliance, Eniva Corporation must properly position its line of products and provide Eniva members with the appropriate policies needed for individuals who give their time and resources to the Eniva Marketing and Distribution System. As a result of this, Eniva must exercise greater control over the reselling and advertising aspects of the distribution of its products. These policies apply to both in-person sales activities and advertising activities, including web activity. Therefore, the advertising and sale of Eniva products will be subject to the following Resale Price and Advertising Policy. This Policy has been unilaterally adopted by Eniva and it will be strictly and uniformly enforced by Eniva. **The Resale Price and Advertising Policy is as follows:**

Although individual Eniva members remain free to establish their own resale prices, Eniva will, without assuming any liability, cancel all orders and will indefinitely refuse to accept any new orders from any member immediately following Eniva's verification to its satisfaction that such member has **advertised, offered, or sold any Eniva product at a net retail sales price, exclusive of state and local taxes, that is less than Eniva's suggested single unit retail price set forth (herein "Published Retail Price") as published in its Eniva Price List.** Any offer of free Eniva products, free shipping, quantity discounts or other sales incentive that reduces the net product price below the Published Retail Price violates this Policy.

This Policy applies to the promotion, advertising, and sale of Eniva products over the internet as well as general retail venues including stores, kiosks, medical practitioner offices, trade shows, fairs, and other sales events. **Please note: Eniva does not allow the selling of any of its products on online auctions.**

This policy may be modified at any time by Eniva Corporation, and will be reflected in the Policies and Procedures Manual. It is the responsibility of each member to be aware of any policy changes.

This Policy has been unilaterally adopted and implemented by Eniva, and nothing in the Policy shall constitute an agreement between Eniva Corporation and any member that the member will comply with this Policy. Eniva does not seek and will not accept any assurance of compliance with this Policy. The terms of the Policy are non-negotiable and will not be altered for any member.

Eniva Corporation will not discuss any conditions of acceptance related to this Policy. No Eniva Corporation representative is authorized to modify or grant any exception to this Policy. All questions regarding the interpretation or application of this Policy must be directed to Eniva Corporation's Compliance Officer.

As a reminder, Eniva products are not to be sold to Preferred Customers at a price below PC pricing, and are not to be sold at wholesale to any person who is not qualified to receive wholesale pricing.

The importance of this policy: In Network Marketing, one of the key things that makes this distribution model work is a "level playing field" for all distributors, members, and customers. When we have individuals out in the Field trying to "under-cut" each other, it creates havoc and mistrust in the organization.

Members may sell product to an individual operating a retail establishment, that may or may not be a member of the company, for resale. This activity is approved on a case-by-case basis by the Company. Write a short note to the Sales and Marketing department giving the details and requesting permission. Selling of company product through a retail chain must be approved by the Company.



POLICIES AND PROCEDURES

33. INTERNATIONAL SHIPPING

As Eniva Corporation expands into the International Market, we have to be extremely diligent to the Rules, Regulations and Laws of each country we are dealing with or will potentially be dealing with. If these Rules, Regulations, and Laws are not respected, Eniva Corporation could lose the ability to achieve legal status in that country. For this reason a member selling or shipping into a foreign country and skirting, bending, or breaking any of that country's Rules, Regulations, or Laws for importing our products may be immediately terminated as an Eniva Member.

34. CROSS RECRUITING PROHIBITED AND TERMS OF COMPANY PROMOTION

Members may be active in other network marketing ventures, **but are prohibited from soliciting non-personally sponsored independent agents from the Company to other network marketing ventures. This act of recruiting is reason for termination, or suspension of commission payments.** The use of name lists to include addresses and phone numbers is also considered a violation of this policy. It is also a violation of federal privacy act laws.

35. COLLUSION

At Eniva's discretion, any member who encourages, promotes or assists another member to drop out of Eniva and re-enter as part of another organization as a way to re-recruit them, will be subject to appropriate disciplinary action, including possible termination. This policy also does not allow members to encourage or permit non-account transactions to flow through their account.

36. CONSTRUCTIVE INPUT AND COMMUNICATION

Eniva is committed to continuous improvement and ongoing evaluation of our products and processes. To this end, we value the feedback and constructive criticism of our customers and managers. All critiques and appraisals must be submitted in writing to the Member Services Manager in order to be shared with the Leadership Team. Only positive, constructive criticism will be accepted. While Eniva welcomes constructive input, negative comments and remarks made in the field by members about the company, its products, or opportunity serve no purpose other than to sour the enthusiasm of other Eniva members and will not be tolerated.

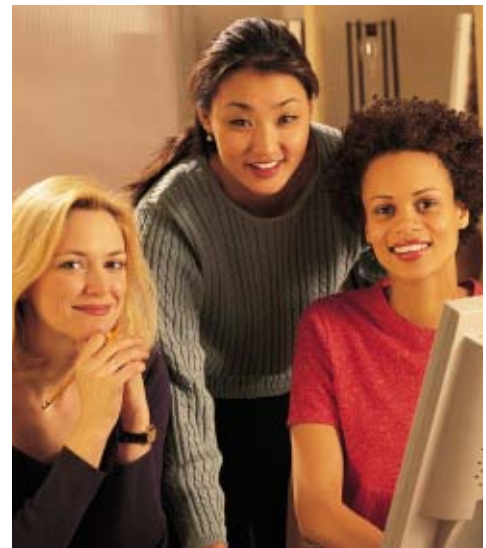
In addition to communication with the Home Office, Eniva requires that its members not make negative, derogatory, or defamatory comments about Eniva, its products, Field members, employees, or programs to any third party, including, but not limited to other Eniva members. Comments of a threatening or defiant nature will not be allowed. This policy is effective November 1, 2005. Failure to comply with this policy may result in disciplinary action and potential exclusion and/or termination from the Eniva Community.

37. AWARDS

All special awards, incentive promotions, trips, and other recognition awards / opportunities are at the discretion of Eniva Corporation. Eniva reserves the right to identify / modify / retract the recipients of these awards at any time for any reason. All awards, prizes, and gifts are subject to taxation.

38. CAR BONUS QUALIFICATION

The Eniva Car Bonus was initiated to reward Field Teammates for outstanding production and to help them showcase success in their Eniva business. In order to qualify for the Car Bonus, a Manager must supply Eniva with a photo of himself / herself next to the vehicle, as well as a copy of the vehicle lease or purchase agreement. As this is a bonus meant to reinforce the privileges of lifestyle wellness, we will be asking for regular updates of a lease or purchase agreement to help validate participants' compliance with the program. The Eniva Car Bonus is only applicable to one car, 2 years or newer, per qualifying Manager. After receiving the first Eniva Car Bonus check, a person has 36 months before needing to purchase or lease a new car to continue receiving the bonus. On an ongoing basis, this 36-month cycle will be used to qualify for ongoing car bonuses.



POLICIES AND PROCEDURES

39. COMMISSION DEBIT

To be eligible for Eniva commission debit payment option on Eniva product purchases, an individual must have achieved the position of Regional Manager or higher. Qualifying individuals may use up to 75% of the previous month's 7-level commissions earnings amount for purposes of current month commission debit product purchase payments. The 75% rule only applies to 7-level commissions and excludes additional bonuses or overrides.

40. BINDING ARBITRATION & LEGAL ACTION

In accordance with the signed Preferred Customer agreement, and these policies and procedures, the member as an independent contractor agrees that in a case of dispute, they are subject to binding arbitration in Hennepin County, Minnesota, by the rules of the American Arbitration Association. Any Eniva distributor, Preferred Customer, Field Manager independent contractor, and/or member agrees that the sole and exclusive venue for any arbitration or court action over this Preferred Customer Application, Eniva's Policies & Procedures, or any matter involving Eniva Corporation shall be in Hennepin County, Minnesota.

41. CHANGES, AMENDMENTS, OR ADJUSTMENTS TO THIS STATEMENT OF POLICIES, THE INDEPENDENT MARKETING AGREEMENT, AND COMPENSATION PLAN

The policies stated are intact and can be modified at any time at the discretion of the Eniva Corporation. With notification to members through several communication venues, the Company may also, at its discretion, change, amend, or adjust the the Independent Marketing Agreement, and the Compensation Plan. By signing the Preferred Customer Agreement, members agree to be bound by any such alterations. The continuation of a member's business constitutes their acceptance of any alterations. The Eniva member will agree to abide by the terms and conditions located on the back of the Preferred Customer Application.

42. CORPORATE FACILITY TOURS/VISITS AND FACILITY SECURITY

As Eniva's production demands increase, tours of the Eniva manufacturing facility must be requested at least 5 business days in advance, and will be scheduled at the discretion of the Director of Operations. Please understand that Eniva's liability insurance policy is very strict in terms of manufacturing area requirements. In order to have insurance-compliant tours through our facility, some production schedules have to be modified and/or halted to meet liability coverage requirements. Please understand our first priority in the manufacturing area is to meet the demands of our customers to ensure on-time shipments. With this in mind, please respond to this new policy accordingly. No exceptions will be made to this policy.

At the same time, Eniva is also implementing new security standards on the property of our facilities. As our Organization grows, we have many, many new faces who want to come and visit our facility. It goes without saying Eniva always wants to accommodate our Members and their desire to see the Eniva facility, but our first priority when letting people in our door must be to protect, literally, the billion-dollar technology that we have pioneered and that keeps Eniva, and you, ahead of its competitors.

With that said, during a tour, or any visit to Eniva's corporate facilities, should anyone be found unescorted in the facility without prior, explicit check-in, sign-in, and approval, they will be immediately terminated. Field members and visitors will only be allowed in "common areas" without check-in. These common areas are defined as the waiting room of the Home Office, and the Will Call area, member computer room, and meeting area of the new Distribution Facility.

From time to time, individuals requesting a tour may need to provide to Eniva background information on themselves and their guests. Please be aware that should this request be made, it must be fulfilled for the tour to occur.

For the protection of Eniva, and all of our futures, this policy is effective immediately and will be strictly enforced.



42. EVENTS / SHOWS / EXHIBITIONS – POLICY

The following policies are required of all Eniva members regardless of advancement title. No exceptions will be made.

(Events/Shows/Exhibitions referred from here on as E/S/E)

Definition: No matter the name of the event, whenever the general public and/or an industry/church/social etc., group are to attend an E/S/E/ etc., which requires registration with or without fee, the following policies apply:

1. Registration – The specific E/S/E sponsor sets the rules for the number of Eniva company members/booths etc. that may attend an E/S/E. The first member(s) to fully apply to the specific E/S/E based on registration time according to the E/S/E sponsors rules will have rights to show Eniva products and enroll potential members.
2. Territorial Rights – Note: There are no territorial rights that apply to E/S/E registration. All members may register at E/S/Es and sell and enroll anywhere in the United States.
3. Other Registrations – Members may not register under another company name and/or work another company's booth and show Eniva products or enroll Preferred Customers if there has been an accepted prior registration on the part of the E/S/E by another Eniva member. Members wishing to work the E/S/E may do so only with permission from the registered member(s).
4. Return Registration Rights – Members who have previously properly registered and worked an E/S/E have first return rights to register for the E/S/E the next time the E/S/E is offered.

Note: The re-registering member must be fully registered as defined by the E/S/E sponsor two weeks ahead of the E/S/E. Any other member(s) may fully register for the E/S/E after the two week deadline date has passed.

5. Eniva Rights – Eniva Corporate reserves the right to restrict future E/S/Es registration for Members who do not observe all general Company policies at E/S/Es including the E/S/E registration policies. Willful breach of policy may include termination of an Eniva member agreement.

43. INTERNET AND WEBSITE POLICY

As Eniva is experiencing record growth and breaking sales records, our goal with this internet policy is to rid the internet of improper advertisements/websites and to suspend or terminate any member found to be acting as a supplier to improper internet sellers. As activity on the worldwide web continues to accelerate, Eniva members are empowered to advertise on the internet through their approved company websites that are personalized with the member's message and contact information. Only these Eniva replicated websites - intended to give the member a professional and company-approved presence - are to be used by Eniva members.

A member may independently host a website but shall not use the names, logos, product descriptions and graphic images of any Eniva products, product lines, or corporate entities without prior written permission from the Eniva Corporation. Any and all content, including modifications, for independent websites must be submitted and approved in writing prior to posting on the internet. However, the Eniva name and product names may be used in search engine Meta tags.

Any internet ads, banners, or search engine descriptions that involve Eniva products or pricing must also be reviewed by the corporate office prior to being posted. Content will be approved on a first-come, first-served basis. A member may not use a "blind" ad on the internet, making product, pricing, or income claims associated with Eniva or Eniva products. Eniva reserves the right to modify or reject any internet content.

Should Eniva become aware of any non-approved individual Eniva member website, the Eniva member will be notified by an Eniva administrator and the non-approved website must be closed within 24 hours of notice, or Eniva's corporate attorney will be engaged with all attorney fees and costs billed to the offending website owner.

Members are prohibited from displaying a website that would give visitors the impression they are viewing the Eniva corporate website.

Under no circumstances may a member use any Eniva trademarked name (for example: trademarked products and phrases) in registering any domain name on the internet. All Eniva members must relinquish any domain name or email address (and the use of it) which originated prior to the issue of this Eniva Internet Policy document.

Negative comments, including false or speculative statements about another member's website will not be allowed, and will result in the termination of a member's website and/or Eniva membership account.



*Nothing great
was ever achieved
without enthusiasm.*

Ralph Waldo Emerson

All Eniva members must abide by U.S. copyright and licensing rules and laws with regard to content and images they may use to personalize their website.

The failure to abide by any of the policies listed within this Eniva policy document will result in immediate discipline, including the halting of any transactions and possible termination of an Eniva membership.

Guidelines for Extracting Graphics & Text Information from the Eniva Corporate Website

- All downline builder and prospecting websites must be approved by Eniva.
- In terms of content for a member's personal website, it is fine to copy / download information from the Eniva corporate website. (A member can copy and paste information and can also pull (download) PRODUCT images.
- Images OTHER than PRODUCTS have been purchased from a professional stock image company. ONLY the Eniva Corporation has paid for a license and is authorized to use these images. The image licensing for lifestyle and other images other than Eniva PRODUCTS does NOT transfer to individual Eniva member websites. It is not only against Eniva policy to use these images, but it is illegal according to licensing law.
- In certain instances, Eniva produces original artwork and photos that are posted on the internet. Original Eniva images may be used by Eniva members ONLY to positively promote ENIVA PRODUCTS and the Eniva opportunity in personalized and independent websites. Prior written approval by the Eniva Home Office to use original Eniva artwork must be received prior to using or posting said artwork on any internet website. A listing of original Eniva artwork is available by contacting the Eniva Marketing Department.
- All Eniva members who create their own personal website and wish to download content extracts it themselves or works with a graphics provider who can assist them. The Eniva Marketing Department does not prepare files or extract content for individual Eniva member websites.
- Eniva members are encouraged to create a direct link from the individual member's website to the Eniva corporate website. (Remember, one cannot misrepresent that any page is the official Eniva Corporate site.)
- Important: Remember to always have the "structure function" statement on each page at the bottom (with references in the text) when discussing health "structure function" information. Example: promotes cardiovascular health,* supports connective tissue growth* - needs the following statement:* This statement has not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease; research is ongoing.
- Use DSHEA healthy "structure function" statements when stating information about specific health issues. (DO NOT LIST ANY DISEASES AND DO NOT LIST ANY STATEMENTS OF CURING OR DIAGNOSING DISEASES. By doing so, a member may be in jeopardy of FDA scrutiny, legal action, and frozen business transactions. (For more information on DSHEA training and certification, see the Eniva website: www.eniva.com/development/dshea.aspx)
- It is very important to not talk about curing diseases or making any medical claims. Instead, focus on supporting wellness and health.

Any member found to be in violation of any of the points addressed above will have their account immediately placed on hold effective upon communication of the violation(s) to the Eniva member. Failure to comply with the above policies brings the Eniva member subject to immediate discipline and the termination of the Eniva member's account. Hence, the termination of a member's account will result in forfeiture of all commissions, including termination of downline activity privileges and benefits.

If you or your downline find a questionable advertisement on the internet, or know of someone supplying an improper site, please inform Eniva by emailing eniva@eniva.com or faxing us at 763-795-8890 with the particulars.

Violators will receive one warning for correction within 30 days. Full written approval of the corrected information must be received from the Eniva home office within that 30 day time frame. Failure to comply with the website policy is considered grounds for termination, without any additional warnings or notice.



