**FIRST VITA PLUS MARKETING CORPORATION
RULES AND REGULATIONS**

Effective July 2010

1. Any interested person may become a FIRST VITA PLUS MARKETING CORPORATION (FIRST VITA PLUS) Dealer by purchasing a FIRST VITA PLUS Power Pack and duly accomplishing and signing the required Dealer Information Sheet.
2. By signing the Dealer Information Sheet, the Dealer affirms that he/she has read and fully understood the provisions of the FIRST VITA PLUS Rules and Regulations (Rules). The Dealer likewise affirms and agrees to be bound by the terms and conditions contained in these Rules, including any and all subsequent changes, amendments and/or additions hereto which may be, from time to time, promulgated and issued by FIRST VITA PLUS, as well as all existing FIRST VITA PLUS internal policies.
3. A FIRST VITA PLUS Dealer is also known as a Business Associate. A Dealer is an independent contractor or entrepreneur obligating him/herself to regularly purchase FIRST VITA PLUS products for his/her own personal use or resale to consumers. The contractual relationship between FIRST VITA PLUS and its Dealers does not create any employer-employee, principal-agent, master-servant, joint venture, or partnership relationship whatsoever.
4. The Dealer guarantees that all the information contained in his/her Dealer Information Sheet are absolutely true and correct. Any subsequent change or amendment to any of the information in his/her Dealer Information Sheet, to be effective and binding upon FIRST VITA PLUS, shall be in writing and submitted to and duly received by FIRST VITA PLUS.
5. As required by the Sales Commissions Qualifier (SCQ) program, Dealers shall purchase one (1) Health Pack every week. These weekly purchases of Health Packs are automatically converted from the Dealers’ weekly Group Sales Override Commissions.
6. All Dealers shall be entitled to appropriate commission for each and every transaction consummated by the dealer/s with the person/s directly referred by them to FIRST VITA PLUS and/or for the subsequent sales that the dealer/s has helped FIRST VITA PLUS enter into. In line with this, FIRST VITA PLUS reserves the right to withhold appropriate taxes from the commissions and other monetary benefits of its Dealers which shall be remitted directly to the Bureau of Internal Revenue.
7. The Dealer may sponsor any dealer candidate and is hereby allowed to submit the applicant’s registration forms, bank deposit slips or money order payable towards the purchase of any of the FIRST VITA PLUS’ products. However, any check payments should be made payable to FIRST VITA PLUS and directly remitted to FIRST VITA PLUS or any of its authorized cashiers. The Dealer is not authorized by FIRST VITA PLUS to accept cash payments and FIRST VITA PLUS shall not be liable for any monetary loss in the course of remittance of payments.

All Dealers shall hold FIRST VITA PLUS absolutely free and harmless from any liability, damage or loss he/she has incurred, or may incur, in the course of remittance of payments.
8. Pursuant to the rules and recommendations of the Department of Trade and Industry (DTI), Dealers shall be classified either as an Active Business Associate (ABA) or an Inactive Business Associate (IBA). Any Dealer who fails to have a Group Sales Override Commission for a period of twelve (12) consecutive months shall be classified as an IBA. All accrued sales commissions, and all commissions that may thereafter be earned, shall be forfeited in favor of FIRST VITA PLUS upon a Dealer’s classification into an IBA. Furthermore, the classification as an IBA shall become permanent (PIBA) when a Dealer continuously fails to have a Group Sales Override Commission for the next twelve (12) consecutive months after being classified as an IBA.

An IBA may be reclassified into an ABA, and thereafter receive the appropriate commissions, pursuant to the following procedure: to sell a Power Pack to a prospective dealer. However, the Dealer may no longer recover commissions which were accrued while he/she was classified as an IBA.
9. Check commissions issued to Dealers by FIRST VITA PLUS must be claimed and negotiated or cashed within six (6) months from their date of issuance. Failure to do so shall result in the forfeiture, in favor of FIRST VITA PLUS, of the amount indicated in said check, except when the Dealer submits a written advice prior to the lapse of the prescribed 6-month period stating a valid reason why the check commission cannot be claimed and negotiated or cashed within the prescribed period. Likewise, when a check remains unclaimed for a period of one (1) year, any amount due hereunder shall be deemed forfeited in favor of the company.
10. Only FIRST VITA PLUS-approved literature and materials can be distributed to the public. Reproduction of existing FIRST VITA PLUS-approved literature and materials is allowed as long as it is a faithful copy of the original. Before distribution of such copies, a Dealer must secure authentication and approval from FIRST VITA PLUS. Distribution of any literature or material without the required authentication shall entitle FIRST VITA PLUS to confiscate and destroy said material.
11. FIRST VITA PLUS aims for 100% customer satisfaction. Accordingly, any Dealer may return, for replacement, any product purchased from any FIRST VITA PLUS authorized distribution outlet, within the allowable period seven (7) calendar days from the date of purchase.

Product returns shall be made pursuant to the following procedure:
	1. Present said product and the original Official Receipt at the Relationship Marketing Department;
	2. If reason for return or replacement is acceptable and approved, Dealer will be notified within five (5) working days from date of submission; and
	3. Claim replacement product from the Direct Sales Department.
12. Each FIRST VITA PLUS Power Pack is tagged with a Trace Number, making it uniquely and exclusively assigned to a Dealer and his/her individual Dealer Number. No Sponsor and/or Dealer may claim and/or release a Power Pack purchased in behalf of a particular Dealer to another Dealer. Any violation of this provision shall warrant a **UNILATERAL TERMINATION** of the Dealer’s account/s in FIRST VITA PLUS for the following persons involved: (a) the said Dealer involved; (b) the Sponsor of the said dealer; and (c) the claimant of the said Power Pack, provided an Authorization Letter to claim the said Power Pack is absent. All others implicated in a particular case will also be terminated and given due sanction, as necessary, pending an investigation.
13. All existing accounts of Dealers, found to have committed the following acts, shall be **unilaterally terminated** by FIRST VITA PLUS on any of the following grounds, effective immediately upon receipt of the Notice of Termination:
	1. Any Dealer tampering or deliberately altering FIRST VITA PLUS product Trace Numbers.

	All existing accounts of the following DEALERS, if found to be likewise involved or otherwise participated in the tampering and altering of the FIRST VITA PLUS Power Pack Trace Numbers, shall also be**UNILATERALLY TERMINATED**: (a) Sponsor of the Dealer who tampered or altered the Trace Number; (b) Group Leader of the Dealer who tampered or altered the Trace Number; and (c) all other Dealers who are likewise involved or otherwise participated in the alteration or tampering.
	2. Any Dealer offering for sale or selling, buying, or otherwise patronizing FIRST VITA PLUS products outside of the prescribed Suggested Retail Price (SRP).

	All existing accounts of the following DEALERS, if found to be likewise involved or otherwise participated in offering for sale or selling, buying, or otherwise patronizing FIRST VITA PLUS products outside of the prescribed SRP, shall also be **UNILATERALLY TERMINATED**: (a) Sponsor of the Dealer who offered for sale, sold, bought or otherwise patronized FIRST VITA PLUS products outside of the prescribed SRP; (b) Group Leader of the Dealer who offered for sale, sold, bought or otherwise patronized FIRST VITA PLUS products outside of the prescribed SRP; and (c) all other Dealers who are likewise involved or otherwise participated in the offering for sale, selling, buying, or otherwise patronizing FIRST VITA PLUS products outside of the prescribed SRP.
	3. Dealers who register as or become agents, employees/workers, associates or partners of, or otherwise connected in any manner, directly or indirectly, with any multi-level marketing company engaged in a business which is in direct competition with and/or employing the same or similar business plan as FIRST VITA PLUS.
	4. Any Dealer making false representations prejudicial to the interest of FIRST VITA PLUS, or is otherwise found committing acts inimical or damaging to the reputation and goodwill of FIRST VITA PLUS.
	5. Any Dealer committing fraudulent acts against FIRST VITA PLUS or any of its other Dealers.
	6. Any Dealer violating FIRST VITA PLUS’ internal operational policies.

	The termination is without prejudice to FIRST VITA PLUS’ right to file the appropriate legal action or pursue any other remedy.

	Pending the final determination of the guilt or participation of the Dealer charged in the above violations, release of all accrued commissions shall be suspended from the time of issuance of a written notification to the said Dealer of the charges against him/her. The Dealer shall be given three (3) calendar days from receipt of notice to submit a written explanation to refute the charges against him/her. If eventually found guilty, all the accrued commissions of the charged Dealer prior to the termination of all his/her accounts shall be forfeited in favor of FIRST VITA PLUS. Neither shall the charged Dealers be entitled to any refund of his/her payment for FIRST VITA PLUS products.

	FIRST VITA PLUS has the right to impose a lesser penalty than termination, such as but not limited to: (a) forfeiture of all accrued commissions from receipt of the notice of the charges until final determination is made; or (b) suspension of the Dealer’s account/s for a definite period and forfeiture of all accrued commissions from receipt of the notice of the charges until end of the suspension depending on the gravity or extent of his/her participation.
14. FIRST VITA PLUS Dealers shall, at all times, work as a team and cooperate with each other to ensure the maintenance of peace and harmony among themselves. **Hence, all First Vita Plus Dealers are firmly restricted / not allowed to entice or induce or sponsor another Dealer from another group. Likewise, the Dealer who transferred to another group, enticed or otherwise, shall abide by the same restrictions. A Dealer may only be considered for another group when and only if he/she has acquired IBA status, and, only on a case to case basis, depending on Management’s final discretion and evaluation.**

FIRST VITA PLUS reserves the right to impose the appropriate penalty to any Dealer found to have committed this specific act, of having **transferred to another group**, or enticed or induced or sponsored another Dealer to transfer from another group to his/her own, such as but not limited to: (a) forfeiture of all accrued commissions from notice of the charges against the Dealer until final determination is made by FIRST VITA PLUS; (b) suspension of the Dealer’s account for a definite period and forfeiture of all accrued commissions from notice of the charges until end of the suspension; or (c) termination of any or all of the Dealer’s existing accounts.
15. Upon a Dealer’s death, all pecuniary benefits accruing during the lifetime of the Dealer shall be released to his/her legal heirs only upon their presentation of the proper identification or proof, as well as the necessary estate settlement documents. Unless a Dealer submits to FIRST VITA PLUS, prior to his/her death, a signed and notarized Deed of Succession stating his/her beneficiaries (immediate family members only) authorized to assume the Dealership and to collect his/her accrued commission in the event of his/her incapacity or death. In the absence of said notarized document, the death of a Dealer terminates the dealership relationship with FIRST VITA PLUS with respect to all existing accounts of said Dealer. All remaining accounts of said Dealer shall revert to FIRST VITA PLUS immediately upon notice of his/her death.
16. All actions or proceedings arising out of or in connection with the relationship between a Dealer and FIRST VITA PLUS shall be brought exclusively before the courts of Pasig City, Philippines.