



AIVIA WEALTHTECH, INC
POLICIES & PROCEDURES

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PART I — INTRODUCTION

I.1. Policies & Procedures, IBO Agreement Terms & Conditions and Compensation Plan.

These Policies and Procedures (“Policies”), in their present form and as amended at the sole discretion of AIVIA WEALTHTECH, INC. [“AIVIA” or the “Company”], are incorporated into, and form an integral part of, the AIVIA Independent Business Owner [“IBO”] Application and Agreement [hereafter “IBO Agreement”]. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the AIVIA IBO Agreement, these Policies, and the AIVIA Compensation Plan. These documents are incorporated by reference into the Independent Business Owner Agreement [all in their current form and as amended by AIVIA]. It is the responsibility of each IBO to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new IBO, it is the responsibility of the sponsoring IBO to provide the most current version of these Policies to the applicant prior to his or her execution of the IBO Agreement.

I.2. Purpose of Policies. AIVIA IBO are required to comply with all of the Terms and Conditions set forth in the Agreement, which AIVIA may amend at its sole discretion from time to time, as well as all federal and state laws governing their AIVIA business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in these Policies carefully. They explain and govern the relationship between you, as an independent IBO and the Company.

I.3. Changes to the IBO Agreement, Policies and Procedures, or Compensation Plan.

Because federal, state, and local laws, as well as the business environment, periodically change, AIVIA reserves the right to amend the Agreement and the prices in its sole and absolute discretion. By signing the IBO Agreement, an IBO agrees to abide by all amendments or modifications that AIVIA elects to make. Notification of amendments shall appear in Official AIVIA materials. Amendments shall be effective upon publication in Official AIVIA materials, including but not limited to, posting on AIVIA.IO e-mail distribution, publication in AIVIA’s newsletter, or any other commercially reasonable method. The continuation of a business or an

acceptance of bonuses or commissions constitutes acceptance by you of any and all amendments.

I.4. Delays and failures in performance. AIVIA shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, flood, death, curtailment of an inventory, or government decrees or orders.

I.5. Severability. If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

I.6. Titles. The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, terms of the Agreement.

I.7. Forbearance. The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. If AIVIA exercise forbearance toward any right or power under the Agreement or fails to insist upon strict compliance by an IBO 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 AIVIA right to demand exact compliance with the Agreement. An authorized officer of the Company can effectuate waiver by the Company only in writing. Company' forbearance for any particular breach by an IBO shall not affect or impair AIVIA rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other IBO. Nor shall any delay or omission by AIVIA to exercise any right arising from a breach affect or impair Company' rights as to that or any subsequent breach.

The existence of any claim or cause of action of an IBO against AIVIA shall not constitute a defense to AIVIA enforcement of any term or provision of the Agreement.

PART II — BECOMING AN IBO

II.1. Requirements to Become an IBO. To become a AIVIA IBO, each applicant must:

- Be of the age of 18 or older
- Reside in the country, which does not forbid business activity of AIVIA
- Have a valid Social Security Number or Federal Tax Identification Number (US residents only)
- Submit a properly completed and signed IBO Agreement to AIVIA (the Company reserves the right to reject any applications for new IBOs) and Activate a Business Tracking Center by paying one time 40 USDT

II.2. New IBO Registration.

For purposes of the Agreement, signatures on applications submitted through electronic methods shall be deemed original signatures. After all requirements have been met, and the

Company has approved Application, each representative will be assigned a Business Tracking Center under special ID number, which will become a part of AIVIA Marketing Structure.

II.3. IBO Privileges.

Once an IBO Agreement has been accepted by AIVIA, the privileges of the Compensation Plan and the IBO Agreement are available to the new IBO. These privileges include the right to:

- Retail AIVIA products and services, which are published by AIVIA and profit from these sales
- Participate in the AIVIA Compensation Plan (receive bonuses, if qualify)
- Sponsor other individuals as IBOs into the AIVIA business and thereby build a Marketing Organization and progress through the Ranks of the AIVIA Compensation Plan
- Receive periodic literature and other communications from the Company
- Participate in Company –sponsored support service training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by AIVIA for its IBOs.

II.4. IBO Agreement Renewal. The term of the IBO Agreement is one (1) year from the date of its acceptance by AIVIA. IBO Agreement automatically renews each year

PART III — OPERATING YOUR AIVIA BUSINESS

III.1. Adherence to the AIVIA Compensation Plan. IBOs must adhere to the terms of the AIVIA Compensation Plan as set forth in Official AIVIA Materials. IBOs shall not offer the AIVIA opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official AIVIA Materials. IBOs shall not require or encourage other current or prospective customers or IBOs to participate in AIVIA in any manner that varies from the program as set forth in Official AIVIA Materials. IBOs shall not require or encourage other current or prospective customers or IBOs to execute any agreement or contract other than official AIVIA agreements and contracts in order to become an IBO.

Similarly, IBOs shall not require or encourage other current or prospective customers or IBOs to make any purchase from, or payment to, any individual or other entity to participate in the AIVIA Marketing and Compensation Plan other than those purchases or payments identified as recommended or required in Official AIVIA Materials.

III.2. Advertising. All IBOs shall safeguard and promote the good reputation of AIVIA and its products and services. The marketing and promotion of AIVIA, the AIVIA opportunity, the Compensation Plan, and AIVIA products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. AIVIA specifically prohibits the use of mass unsolicited telephone autodialing, faxing, e-mail (“spam”), and “boiler-room” telemarketing operations.

To promote both the products and the opportunity AIVIA offers, IBOs must use the sales aids and support materials produced by AIVIA. If AIVIA IBOs develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding IBOs’ good

intentions, they may unintentionally violate any number of statutes or regulations affecting a AIVIA business. These violations, although they may be relatively few in numbers, could jeopardize the AIVIA opportunity for all IBOs. Accordingly, IBOs must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the IBO receives specific written approval to use the material, the request shall be deemed denied.

III.3. Telemarketing Techniques. The use of any automated telephone solicitation equipment or "boiler-room" telemarketing operations in connection with the marketing or promotion of AIVIA, its products or the opportunity, is prohibited.

III.4. Trademarks and Copyrights. The name of AIVIA and other names as may be adopted by AIVIA are proprietary trade names, trademarks and service marks of AIVIA. As such, these marks are of great value to AIVIA and are supplied to IBOs for their use only in an expressly authorized manner. Use of the AIVIA name or any form thereof, including their use as or within Internet domain names, on any item not produced by the Company is prohibited except as follows:

IBO's Name - Independent AIVIA IBO

If an IBO uses the name AIVIA and/or any of AIVIA's services in his or her advertising, the IBO must identify the mark as the property of AIVIA. All IBOs may list themselves as an "Independent AIVIA

IBO" in the white or yellow pages of the telephone directory under their own name. No IBO may place telephone directory display ads using AIVIA's name or logo. IBOs may not answer the telephone by saying "AIVIA", or in any other manner that would lead the caller to believe that he or she has reached Corporate Offices of AIVIA. IBOs may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from AIVIA; nor may IBOs reproduce for sale or for personal use any recording of Company-produced audio or video presentations.

In accordance with an IBO's strict adherence to the foregoing instruction on the use of AIVIA's trademarks, AIVIA grants to each IBO so adhering, a nonexclusive license to use said marks. Said license may be revoked at any time at the discretion of AIVIA.

III.5. Media and Media Inquiries. IBOs must not attempt to respond to media inquiries regarding AIVIA, its products or services, or their independent AIVIA business. All inquiries by any type of media must be immediately referred to AIVIA's Corporate Offices.

III.6. Business Entities. A corporation, partnership or trust (collectively referred to in this section as a

"Business Entity") may apply to be a AIVIA IBO by submitting a AIVIA Business Entity Information Form along with its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the "Entity Documents") to AIVIA. A AIVIA business may change

its status under the same Sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. To do so, the IBO(s) must provide the Entity Documents to

AIVIA. All of the shareholders, partners or trustees must sign the IBO Application. Members of the entity are jointly and severally liable for any indebtedness or other obligation to AIVIA.

III.7. Changes to the information. IBOs must immediately notify AIVIA of all changes to the information contained on his or her IBO Agreement. IBOs may modify their existing IBO Agreement (i.e., change the form of ownership from an individual proprietorship to a Business Entity owned by the IBO) by submitting a written request, a properly executed IBO Agreement, and appropriate supporting documentation.

III.8. Addition of Co-Applicants. When adding a co-applicant (either an individual or a business entity) to an existing AIVIA Business Tracking Center, the Company requires a written request as well as a properly completed IBO Agreement containing the applicant's and co-applicant's Social Security Numbers or Federal Tax Identification Numbers and signatures. To prevent the circumvention of the "Sale, Transfer or Assignment of Business Tracking Center" section (regarding transfers and assignments of AIVIA Business Tracking Center), the original applicant must remain as a party to the original IBO Agreement. If the original IBO wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her Business Tracking Center in accordance with the "Sale, Transfer or Assignment of AIVIA Business Tracking Center" section of these Policies. If this process is not followed, the Business Tracking Center shall be cancelled upon the withdrawal of the original IBO. All bonus and commission awards will be sent to the address of record of the original IBO. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in "Change of Sponsor" section of these Policies and Procedures. There is a \$50.00 fee for each change requested, which must be included with the written request and the completed IBO Agreement. AIVIA may, at its discretion, require notarized documents before implementing any changes to a AIVIA business. Please allow thirty (30) days after the receipt of the request by AIVIA for processing.

III.9. Change of Sponsor. The transfer of a AIVIA business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to AIVIA's Corporate Offices, and must include the reason for the transfer. Transfers will only be considered in the following four (4) circumstances:

- IBO was placed under the wrong Sponsor or Enroller as a result of a system error.
- Within three (3) days of the enrollment date, the IBO seeking to transfer submits a properly completed Sponsorship and Enroller Transfer Form, which includes the signature of the IBO seeking to transfer, the signature of the original Sponsor, and the signature of the original Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, an IBO may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All

requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case-by-case basis, and must be submitted to the Company in writing within sixty (60) days from the enrollment date. The

request must include a detailed description of why the IBO believes his or her enrollment was fraudulently induced.

- The IBO seeking to transfer submits a properly completed and fully executed Sponsorship

Transfer Form that includes the written approval of all parties whose income will be immediately

affected by the transfer. Photocopied or facsimile signatures are not acceptable. All IBO signatures must be notarized. The IBO who requests the transfer must submit a fee of \$50.00 for administrative charges and data processing. Transferring IBOs must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by AIVIA for processing and verifying change requests. A transferring IBO's downline shall remain in the original genealogy and shall not be moved with the transferring IBO; however, AIVIA reserves the right to make Downline genealogy changes at its discretion for reasonable business purposes.

III.10. Cancellation and Re-Application. An IBO may legitimately change organizations by voluntarily canceling his or her AIVIA Business Tracking Center and remaining inactive (i.e., no sales of AIVIA products, no sponsoring, no attendance at any AIVIA functions, participation in any other form of IBO activity, or operation of any other AIVIA business) for six (6) full calendar months. Following the six- month period of inactivity, the former IBO may reapply under a new Sponsor.

III.11. Indemnification for Unauthorized Claims and Actions. An IBO is fully responsible for all of his or her verbal and/or written statements made regarding AIVIA services, and the Compensation Plan, which are not expressly contained in Official AIVIA Materials. IBOs agree to indemnify AIVIA and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by AIVIA as a result of the IBO's unauthorized representations or actions. This provision shall survive the cancellation of an IBO Agreement.

III.12. Income Claims. At AIVIA, we firmly believe that the AIVIA income potential is great enough to be highly attractive, without reporting the earnings of others. While IBOs may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact AIVIA as well as the IBO making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. When presenting or discussing the AIVIA opportunity or Compensation Plan to a prospective IBO, IBOs may not make income projections, income claims or disclose his or her AIVIA income (including the showing of checks, copies of checks or bank statements). The only income claims permitted as follow: **“THE FACT OF EXISTENCE OF THE COMPENSATION PLAN DOESN'T GUARANTEE THE INCOME. WITHOUT EFFORT, YOU WILL NOT GENERATE ANY INCOME. IN ORDER TO GENERATE AN INCOME YOU WILL NEED TO MAKE A LOT OF EFFORT. EVEN THAT DOES NOT GUARANTEE ANY INCOME. THE LEVEL OF SUCCESS OF ANY**

PARTICIPANT DEPENDS ON THEIR SKILLS, EFFORT, KNOWLEDGE, EXPERIENCE, ATTITUDE, CONNECTIONS, CONTRIBUTION, FINANCIAL STABILITY, ALLOCATED TIME, CREATIVITY AND WILL POWER. INDEPENDENT REPRESENTATIVES AND AIVIA WEALTHTECH, INC DOES NOT GUARANTEE ANY INCOME AND DOES NOT MAKE ANY CLAIMS REGARDING INCOME. YOU SHOULD DO YOUR DUE DILIGENCE BEFORE BECOMING INDEPENDENT REPRESENTATIVE WITH AIVIA”

III.13. Conflicts of Interest / No solicitation. AIVIA IBOs are free to participate in other multilevel or network marketing business ventures or marketing opportunities. However, during the term of this Agreement, IBOs may not recruit other AIVIA IBOs or customers for any other multilevel or network marketing business. During the term of this Agreement and for a period of six (6) months following the cancellation thereof, an IBO or former IBO may not recruit any AIVIA IBO or customer for another multilevel marketing business. Because network marketing is often conducted over the telephone and via the Internet through networks of individuals spanning the U.S. and internationally, any narrow geographic limitation on the scope of this non-solicitation policy would render it ineffective. Therefore, this policy shall apply to all countries where AIVIA is officially open for business. The term “recruit” means actual or attempted solicitation, enrollment, encouragement or effort to influence in any way, directly or through a third party, a AIVIA IBO or customer to enroll or participate in another multi level marketing, network marketing or direct sales opportunity. If the IBO or former IBO directly or indirectly responds to an inquiry by a AIVIA IBO, this also constitutes recruiting. IBOs may not display AIVIA products or services with any other non-AIVIA products or services. IBOs may not offer the AIVIA opportunity, products or services to prospective or existing customers or IBOs in conjunction with any non-AIVIA program, opportunity, product or service. IBOs may not offer any non- AIVIA opportunity, products or services at any AIVIA-related meeting, seminar or convention.

III.14. Downline Activity Reports. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary business trade secrets information belonging to AIVIA. Downline Activity Reports are provided to IBOs in strictest confidence and are made available to IBOs for the sole purpose of assisting IBOs in working with their respective Marketing Organizations in the development of their AIVIA business. IBOs should use their Downline Activity Reports to manage, motivate and train their Downline IBOs. The IBO and AIVIA agree that, but for this agreement of confidentiality and nondisclosure, AIVIA would not provide Downline Activity Reports to the IBO. Accordingly, IBOs shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third Party.
- Use the information to compete with AIVIA or for any purpose other than promoting his or her AIVIA business; recruit or solicit any IBO or customer of AIVIA listed on any report, or in any manner attempt to influence or induce any IBO or customer of AIVIA, to alter their business relationship with AIVIA.

- Use or disclose to any person, partnership, association, corporation or other entity any information

contained in any Downline Activity Report.

- Upon demand by the Company, any current or former IBO will return the original and all copies of Downline Activity Reports to the Company. The provisions of this policy shall survive the termination or cancellation of an IBO Agreement with AIVIA.

III.15. Cross-Sponsoring. Actual or attempted cross-group sponsoring **IS STRICTLY PROHIBITED**. “Cross-group sponsoring” is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or IBO Agreement on file with AIVIA, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse’s or relative’s name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a AIVIA business in accordance with the “Sale, Transfer or Assignment of AIVIA Business” section of these Policies and Procedures.

III.16. Errors or Questions. If an IBO has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports or charges, the IBO must notify AIVIA within sixty (60) days of the date of the purported error or incident in question. AIVIA will not be responsible for any errors, omissions or problems not reported within sixty (60) days.

III.17. Right of Publicity. IBOs authorize AIVIA to use their name, photograph, personal story and/or likeness in the Company’s advertising and/or promotional materials and waive all claims for remuneration for such use.

III.18. Governmental Approval or Endorsement. Federal and state regulatory agencies and/or officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, IBOs shall not represent or imply that AIVIA or its Compensation Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.

III.19. Income Taxes. Every year, AIVIA will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Each IBO is responsible for paying local, state and federal taxes on any income generated as an independent IBO. If a AIVIA Business Tracking Center is tax exempt, the Federal Tax Identification Number must be provided to AIVIA.

III.20. Independent IBO Status. IBOs are independent Contractors, and are not purchasers of a franchise or business opportunity. The agreement between AIVIA and its IBOs does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IBO. An IBO shall not be treated as an employee for his or her services or for Federal or State tax purposes. All IBOs are responsible for paying local, state, and federal taxes due from all compensation earned as an IBO of the Company. The IBO has no authority (express or implied), to bind the Company to any obligation. Each IBO shall establish his or her

own goals, hours and methods of sale, so long as he or she complies with the terms of the IBO Agreement, these Policies, and applicable laws.

III.21. International Marketing. IBOs are authorized to sell AIVIA products and services, and enroll customers or IBOs only in the countries in which AIVIA is authorized to conduct business. No IBO may sell, give, transfer, import, export or distribute AIVIA products or sales aids in any unauthorized country. In addition, no IBO may, in any unauthorized country: (A) conduct sales, enrollment or training meetings; (B) enroll or attempt to enroll potential customers of IBOs; or (C) conduct any other activity for the purpose of selling AIVIA products, establishing a Marketing Organization, or promoting the AIVIA opportunity.

III.22. Adherence to Laws and Ordinances. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances are not applicable to IBOs because of the nature of their business. However, IBOs must obey those laws that apply to them. If a city or county official tells an IBO that an ordinance applies to him or her, the IBO shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of AIVIA. In many cases, there are exceptions to the ordinance that apply to AIVIA IBOs.

III.23. Compliance with Laws and Ethical Standards. IBOs shall comply with all federal, state and local laws and regulations in the conduct of their businesses. In connection with the operation of an IBO's AIVIA business, the violation of any law, or any conduct that is unethical or, in AIVIA's sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.

III.24. One Business Tracking Center per IBO. An IBO may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Business Tracking Center in the Marketing Structure of AIVIA. No individual may have, operate or receive compensation from more than one Business Tracking Center in AIVIA. Individuals of the same family unit may each enter into or have an interest in their own separate Business Tracking Center, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

III.25. Actions of Household Members or Affiliated Individuals. If any member of an IBO's immediate household engages in any activity, which, if performed by the IBO named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the IBO and AIVIA may take disciplinary action pursuant to these Policies against the named IBO. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "Affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity, and AIVIA may take disciplinary action against the entity.

III.26. Requests for Additional Records. Any request from an IBO for additional or replacement copies of invoices, applications or other records will require a fee of \$1.00 per

page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

III.27. Compression of Marketing Organization. Upon cancellation of an IBO, all individuals on the first level of the canceling IBO shall move into the vacated position.

III.28. Sale, Transfer or Assignment of AIVIA Business Tracking Center. Although a AIVIA Business Tracking Center is a privately owned, independently operated business, the sale, transfer or assignment of a AIVIA Business Tracking Center is subject to certain limitations. Unless otherwise agreed to in writing, if an IBO wishes to sell his or her AIVIA Business Tracking Center, the following criteria must be met:

- The IBO shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the Company purchases the business, it is up to the Company's discretion whether to retain the Business Tracking Center or allow a compression to occur.
- Protection of the existing line of sponsorship must always be maintained so that the AIVIA Business Tracking Center continues to be operated in that line of sponsorship.
- A buyer or transferee must become a qualified AIVIA IBO. If the buyer is an active AIVIA IBO, he or she must first terminate his or her AIVIA business and remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the AIVIA business.
- Before the sale, transfer or assignment can be finalized and approved by AIVIA, any debt obligations the selling IBO has with AIVIA must be satisfied.
- The selling IBO must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a AIVIA Business Tracking Center.
- Prior to offering a AIVIA Business Tracking Center for sale, the selling IBO must notify AIVIA's Corporate Offices of his or her intent to sell the AIVIA Business Tracking Center.

III.29. Separation of a Business Tracking Center. IBOs sometimes operate their AIVIA Business Tracking Center as husband-wife partnerships, regular partnerships, corporations or trusts. At such time as a marriage may end in divorce, or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the Business Tracking Center is accomplished so as not to adversely affect the interests and income of other Business Tracking Centers up or down the line of sponsorship.

If the separating parties fail to provide for the best interests of other IBOs and the Company, AIVIA will involuntarily terminate the IBO Agreement and compress their entire Marketing Organization pursuant to the "Compression of Marketing Organization" section of these Policies. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the Business Tracking Center pursuant to an assignment in writing whereby the relinquishing spouse, shareholders,

partners or trustees authorize AIVIA to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.

- The parties may continue to operate the Business Tracking Center jointly, whereupon all compensation paid by AIVIA will be paid in the joint names of the IBOs or in the name of the entity to be divided as the parties may independently agree between themselves. If the parties elect neither of the foregoing, AIVIA will continue to pay commissions to the same individual(s) to whom commissions were paid prior to the filing of the divorce or dissolution proceeding. Under no circumstances will the Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will AIVIA split commission and bonus between divorcing spouses or members of dissolving entities. AIVIA will recognize only one Marketing Organization and will issue only one Bonus per Business Tracking Center per commission cycle. Bonus shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business within six (6) months following the divorce filing or institution of dissolution proceedings, the IBO Agreement shall be involuntarily canceled. If a former spouse has completely relinquished all rights in his or her original Business Tracking Center, he or she is thereafter free to enroll under any Sponsor of their choosing, and need not wait six (6) months before reapplying. If a former entity IBO has completely relinquished all rights in his or her original Business Tracking Center, he or she must remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the Business Tracking Center or before reapplying. In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any

IBOs in their former organization or to any former retail customer. They must develop new business in the same manner, as would any other new IBO.

III.30. Sponsoring. All Active IBOs in good standing have the right to sponsor and enroll others into AIVIA. Each prospective customer or IBO has the ultimate right to choose his or her own Sponsor. If two IBOs claim to be the Sponsor of the same new IBO or customer, the Company shall regard the first application received by the Company as controlling.

III.31. Transfer upon Death of an IBO. Upon the death of an IBO, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an IBO should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a will or other testamentary process transfers a Business Tracking Center, the beneficiary acquires the right to collect all bonuses of the deceased IBO's Marketing Organization provided the following qualifications are met. The successor(s) must:

- Execute an IBO Agreement;
- Provide an original death certificate and a notarized copy of the will or other instrument establishing the successor's right to the Business Tracking Center;
- Comply with terms and provisions of the Agreement;

- Meet all of the qualifications for the deceased IBO's status; and
- Form a business entity and acquire a Federal Tax Identification Number, if the business is bequeathed to or inherited by joint heirs. AIVIA will issue all bonus and commission checks and one IRS Form 1099 to the business entity. The heirs must provide AIVIA with an address of record to which all bonus and commission checks will be sent.

III.32. Transfer upon Incapacitation of an IBO. To effect a transfer of a Business Tracking Center because of an IBO's incapacity, the successor must provide the following to AIVIA: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the AIVIA Business Tracking Center; and (3) a completed IBO Agreement executed by the trustee. The trustee must then:

- Execute an IBO Agreement;
- Comply with the terms and provisions of the Agreement; and
- Meet all of the qualifications for the incapacitated IBO's status.

PART IV — RESPONSIBILITIES OF REPRESENTATIVES

IV.1. Change of Address or Telephone. To ensure timely delivery of support materials, commission checks and other important materials, it is critically important that AIVIA's files are current. IBOs planning to move should send their new address and telephone number to AIVIA's Corporate Offices.

IV.2. Continuing Development Obligations and Ongoing Training. Any IBO who is the Sponsor or Enroller of another IBO must perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her AIVIA business. IBOs must have ongoing contact, communication and management supervision with the IBOs in their Marketing Organizations. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Downline IBOs to AIVIA meetings, training sessions, and other functions. Upline IBOs are also responsible to motivate and train new IBOs in AIVIA product knowledge, effective sales techniques, the AIVIA Marketing and Compensation Plan, and compliance with Company Policies.

IV.3. Increased Training Responsibilities. As IBOs progress through the various levels of leadership, they will become more experienced in sales techniques and understanding of the AIVIA program. They will be called upon to share this knowledge with lesser experienced IBOs within their Marketing Organization.

IV.4. Ongoing Sales Responsibilities. Regardless of their level of achievement, IBOs have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

IV.5. Protection of Reputation AIVIA wants to provide its independent IBOs with superior products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to AIVIA's IBO Services Department. While AIVIA welcomes constructive input, negative comments

and remarks made by IBOs about the Company, its products or compensation plan serve no purpose other than to sour the enthusiasm of other AIVIA IBOs. For this reason, and to set the proper example for their Downline Organization, IBOs must not disparage, demean or make negative remarks about AIVIA, other AIVIA IBOs, AIVIA's products, Compensation Plan, or AIVIA's directors, officers or employees.

IV.6. Harassment Zero-Tolerance Policy

AIVIA has a zero-tolerance policy regarding harassment of another person by a AIVIA Independent IBOs.

AIVIA expects its Independent IBOs to treat each other, as well as potential IBOs and Customers with dignity and respect. A violation of this policy includes, but is not limited to:

- Intimidating, harassing, or other aggressive behavior;
- Causing repeated conflicts with IBOs or Customers;
- Direct or veiled threats of harm. Violations of this policy will result in termination. For anyone who is a victim of such behavior, it is important to respond appropriately. Please do not overreact and escalate the situation. Remain calm and notify AIVIA Compliance Department immediately.

IV.7. Providing Documentation to Applicants. IBOs must provide the most current version of the Policies and the Compensation Plan to individuals whom they are sponsoring to become IBOs before the applicant signs an IBO Agreement. Additional copies of the Policies can be acquired from AIVIA.

IV.8. Reporting Policy Violations. IBOs observing a violation of the Policies by another IBO should submit a written report of the violation directly to the attention of the AIVIA Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

PART V — SALES REQUIREMENTS

V1. Product Sales. The AIVIA Compensation Plan is based upon the sale of AIVIA products and services to end consumers. IBOs must fulfill personal, Marketing Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses and advancement to higher levels of achievement.

V2. Territory Restrictions. There are no exclusive territories granted to anyone. IBOs are not restricted to any specific territory. IBOs may operate in any territory, where there are no legal, administrative, legislative or other restrictions.

PART VI — REFUND POLICY.

VI.1. Merchandise returns and refund. The IBO understands that he or she has the right within a period of three (3) days, of entering into the Agreement to cancel the Agreement without penalty by written notice of termination and to recover all monies paid to or, to return any goods purchased within that period and which remain unsold provided that such unsold goods are

in the condition in which they were in at the time of purchase, (whether or not their external wrappings have been broken) and; to require AIVIA to refund an amount equal to one hundred per cent (100%) of any monies paid; and to cancel any services ordered within that period and to recover any monies paid in respect of such services not yet supplied to him or her.

VI.2. Procedures for Returns

The following procedures apply to all returns for refund, or exchange:

- a) All merchandise must be returned by the IBO or customer who purchased it directly from AIVIA.
- b) No return shipments will be accepted without prior authorization from the AIVIA customer service.
- c) Proper shipping carton(s) and packing materials are to be used in packaging the goods being returned for replacement, and the best and most economical means of shipping is suggested. Except where AIVIA accepts responsibility for the cost of return of goods in accordance with paragraph VI.1 above, all returns must be shipped to AIVIA shipping prepaid. AIVIA does not accept shipping-collect packages. The risk of loss in shipping for returned goods shall be on the IBO.

If the Company does not receive returned goods, it is the responsibility of the IBO to trace the shipment. No refund or replacement of goods will be made if the conditions of this paragraph VI.2. are not met.

PART VII — BONUSES

VII.1. Bonus Qualification. An IBO must be in compliance with the Agreement to qualify for bonuses. So long as an IBO complies with the terms of the Agreement, AIVIA shall pay bonuses to such IBO in accordance with the Compensation Plan.

VII.2. Adjustment to Bonuses. IBOs receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to AIVIA for a refund, the bonuses attributable to the returned product will be deducted or will be withheld from any bonus owed by the Company. Deductions will continue every pay period thereafter until the commission is recovered from the IBOs who received bonuses on the sales of the refunded goods.

VII.3. Crypto Currency USDT and AIV

AIVIA processes all payments and calculates commissions and bonuses in USDT or AIV tokens; where payment is made by the IBO or to the IBO the sum received may vary according to the crypto exchange rate.

PART VIII — DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

VIII.1. Disciplinary Sanctions. Violation of the Agreement, these Policies, or any illegal, fraudulent, deceptive or unethical business conduct by an IBO may result, at AIVIA's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;

- Requiring the IBO to take immediate corrective measures;
- Loss of rights to one or more bonuses
- AIVIA may withhold from an IBO all or part of the IBO's bonuses during the period that AIVIA is investigating any conduct allegedly violate of the Agreement. If an IBO's Business Tracking Center is canceled for disciplinary reasons, the IBO will not be entitled to recover any bonuses withheld during the investigation period;
- Suspension of the individual's IBO Agreement for one or more pay periods;
- Involuntary cancellation of the offender's IBO Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which AIVIA deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IBO's Policy violation or contractual breach; and/or
- In situations deemed appropriate by AIVIA, the Company may institute legal proceedings for monetary and/or equitable relief.

VIII.2. Grievances and Complaints. When an IBO has a grievance or complaint with another IBO regarding any practice or conduct in relationship to their respective AIVIA businesses, the complaining IBO should report, in writing, to the Compliance Department at the Company.

VIII.3. Appeals of Sanctions. Following the issuance of a sanction (other than a suspension pending an investigation), the disciplined IBO may appeal the sanction to the Company. The IBO's appeal must be in writing and received by AIVIA's Compliance Department within fifteen (15) days from the date of AIVIA's sanction notice. If the appeal is not received by AIVIA within the fifteen (15) day period, the sanction will be final. The IBO must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. If the IBO files a timely appeal of the sanction, the Company will review and reconsider the cancellation, consider any other appropriate action and notify the IBO in writing of its decision.

VIII.4. Arbitration. Any legal cause of action arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. IBOs waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in London Arbitrage Court, UK, unless the laws of the state in which an IBO resides expressly require the application of its laws, in which case the arbitration shall be held in the capital city of that state.

All parties shall be entitled to all discovery rights pursuant to the Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the UK Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may,

if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in the Agreement shall prevent AIVIA from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect AIVIA's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

VIII.5. Governing Law, Jurisdiction and Venue. Jurisdiction and venue of any matter not subject to arbitration shall reside in London Arbitrage Court, UK, unless the laws of the country in which an IBO resides expressly require the application of its laws, in which case that country law shall govern all issues relating to jurisdiction and venue. The International Arbitration Act shall govern all matters relating to arbitration. The laws of the UK shall govern all other matters relating to or arising from the Agreement unless the laws of the country in which an IBO resides expressly require the application of its laws.

PART IX — CANCELLATION – TERMINATION

IX.1. Effect of Cancellation and Termination. So long as an IBO complies with the terms of the IBO Agreement and these Policies, AIVIA shall pay bonuses to such IBO in accordance with the Compensation Plan. An IBO's bonuses constitute the entire consideration for the IBO's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a Marketing Organization). Following an IBO's non-continuation of his or her IBO Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her IBO Agreement (all of these methods are collectively referred to as "Cancellation"), the former IBO shall have no right, title, claim or interest to the Downline Marketing

Organization, which he or she operated, or any commission or bonus from the sales generated by the Marketing Organization. IBOs waive any and all rights, including, but not limited to, property rights, in the Marketing Organization, which they may have had. Following an IBO's cancellation of his or her IBO Agreement, the former IBO shall not hold himself or herself out as a AIVIA IBO and shall not have the right to sell AIVIA products or services. An IBO whose Agreement is cancelled shall receive bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

IX.2. Involuntary Cancellation (Termination). An IBO's violation of any of the terms of the Agreement, including any amendments that may be made by AIVIA in its sole discretion, may result in any of the sanctions listed in the Agreement, including, but not limited to, the involuntary cancellation of his or her IBO Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier, addressed to the IBO's last known address or that of his or her attorney, or when the IBO receives actual notice of cancellation, whichever occurs first. AIVIA reserves the right to withhold and/or

permanently retain funds and prevent any roll-up depending on the individual circumstances surrounding each case.

IX.3. Voluntary Cancellation. A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The written notice must include the IBO's signature, printed name, address and IBO Identification Number. If a canceling IBO is also a customer, if he or she wishes to remain a customer, he or she may do that.

PART X — GLOSSARY OF TERMS

AIVIA The term "AIVIA" as it is used throughout the Agreement means AIVIA WEALTHTECH, INC Seychelles Registered International Business Company

IBO

The person who submitted the application, signed the agreement paid one time 40 USDT for the activation of the Business Center and is engaged in promoting the packages of the AIVIA and building a marketing organization in order to generate income according to this Compensation Plan.

Agreement

The contract between the Company and each IBO includes the IBO Agreement, the AIVIA Policies and

Procedures, and the AIVIA Compensation Plan, all in their current form and as amended by AIVIA in its sole discretion. These documents are collectively referred to as the "Agreement."

Business Tracking Center

business tracking center in the marketing organization with ID number assigned in the network organization of AIVIA WEALTHTECH, INC. All registrations, operations, structure of the trinary organization, promotion by rank, and complete accountability of volume, bonuses is carried out through this business center. No commission is paid to anyone for activating the Business Center

Commissionable Products / Services

All AIVIA products and services on which bonuses are paid. **Company**

The term "Company" as it is used throughout the Agreement means AIVIA WEALTHTECH, INC.

Downline Activity Report

A monthly report generated by AIVIA that provides critical data relating to the identities of IBOs, sales information and enrollment activity of each IBO's Marketing Organization. This report contains confidential and trade secret information, which is proprietary to AIVIA.

Enroller

A IBO who personally recruits another IBO and places the new IBO in his or her Downline. The Enroller of a new IBO may also be the new IBO's Sponsor.

Immediate Household

Heads of household and dependent family members residing in the same house.

Level

The layers of downline customers and IBOs in a particular IBO's Marketing Organization. This term refers to the relationship of a IBO relative to a particular upline IBO, determined by the number of IBOs between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth level.

Line of Sponsorship

Also called leg. A part of your Downline that starts with someone sponsored by you and continues below that sponsorship.

Marketing Organization

Customers and IBOs below a particular IBO.

Official AIVIA Materials

Literature, audio or video content and other materials developed, printed, published and/or distributed by AIVIA to IBOs.

Personal Sales Volume

A personal sale to a retail customer by the IBO generates commissionable sales volume.

Rank

The term Rank" refers to the current rank of an IBO, as determined by the AIVIA Marketing and Compensation Plan, for any volume period. To be considered qualified" relative to a particular rank, an IBO must meet the criteria set forth in the AIVIA Compensation Plan for his or her respective rank.

Team Sales Volume

The commissionable value of AIVIA products sales to a retail customer generated by a IBO's Marketing Organization

Upline

This term refers to the IBO or IBOs above a particular IBO in a sponsorship line up to the Company.