

# CODE OF PROFESSIONAL ETHICS

## LUMIVITAE INDEPENDENT BRAND PARTNERS

**This Code regulates the relationships and relations between LumiVitae and LumiVitae Independent Brand Partners (“LVIBP” or “Partners”) participating in the LUMIVITAE PARTNER PROGRAM (the “Program”) and aims to pursue the satisfaction and protection of (i) Consumers, (ii) Partners, and (iii) LumiVitae.**

Collectively, we are all responsible for developing and operating a compliant, reliable and trustworthy business. In your professional role as a LumiVitae Independent Brand Partner, you are required to comply with the Code of Professional Ethics.

If you have any questions about your responsibilities within the Code, or you wish to report any concerns, you may contact our customer care team via email [care@lumivitae.com](mailto:care@lumivitae.com) or our compliance department directly via email to [armando@lumivitae.com](mailto:armando@lumivitae.com)

## Conduct for the Protection of Consumers

- **Prohibited Practices**

LumiVitae and Partners are committed to carrying out their business and promotional activities in compliance with the principles of fairness and transparency: Partners must not, therefore, use misleading deceptive aggressive or unfair practices towards Consumers.

- **Identification**

From the beginning of contact with a Consumer, it is the responsibility of every Partner to identify themselves, even without being requested, in a clear and transparent way and always as an Independent Brand Partner.

- **Presentation and Demonstration**

Partners must provide Consumers with accurate and complete Product explanations and demonstrations regarding the characteristics of the product/s according to the information provided by LumiVitae.

Partners shall provide accurate and understandable answers to all questions of Consumers. Taking into account that the statements on the characteristics and performance of the marketed products must reflect its effective effectiveness, Partners may only use the statements (including "claims") authorized by LumiVitae.

Partners shall not disparage LumiVitae or its products, management team, employees, affiliates, Customers, or other Associates, or the competition or their products, management teams, employees, affiliates, or independent distributors.

- **Marketing and Literature**

Partners must take all necessary steps to ensure that any form of advertising, marketing and commercial communications, including digital channels communications or those published on social media, comply with the applicable legal and regulatory provisions as well as the Code, with the advertising self-regulation codes in force in the countries where such marketing activities are carried out.

Marketing and commercial communications must not contain descriptions, statements or pictures of the product and / or services promoted that are untrue, inaccurate or misleading deceptive or, in any case, otherwise incorrect. These communications must be easily recognizable as marketing and commercial communications and clearly and explicitly indicate their purposes.

Any marketing material created by a Partner must be approved in writing in advance by LumiVitae.

- **Medical Claims**

As a Partner, you are strictly prohibited to make any medical claim about the products and/services of the Company. You are not allowed to assert that any product can treat, diagnose, or cure any disease or illness. You may only make claims which are explicitly stated in official Company literature.

- **Testimonials and Endorsement**

Partners shall not use or refer to any testimonial or endorsement which has not been authorized, not true, obsolete or otherwise no longer applicable, or not related to the offer or used in any way likely to mislead the Consumer.

Partners who use or disclose Consumers' opinions (including testimonials and endorsements — like symbols) must guarantee their actual origin from individuals who have actually purchased and / or used the product in question, giving proof of such purchase and / or use.

- **Comparison and Denigration**

Partners must refrain from making comparisons which may be misleading, or which are incompatible with the principles of fairness and upstanding competition. Any possible aspect which may form the subject of comparison must be identified and selected by the Partner according to criteria of correctness, sensibleness and good faith; moreover, such comparisons must be based on circumstances / elements that can be proven in accordance with the provisions of current legislation in force on comparative advertising.

Partners must not disparage or belittle other Companies, Enterprises, or other products and services either directly or by implied suggestions. Partners must not dishonestly or deceitfully take advantage of the good name enjoyed by brands and symbols of another Company or product.

- **Fairness**

Partners shall not abuse any trust of individual Consumers, nor misuse the lack of commercial experience of Consumers and shall not exploit a Consumer's age, illness, mental or physical infirmity, credulity, lack of understanding or lack of the professional language of the Partner.

## Conduct for the Protection of Partners

- **Compliance to the Code**

Partners, as a condition of being part of the Program, must comply with the Code or with the rules of conduct that meet the principles of the Code itself. This compliance also includes adhering to any instructions provided by LumiVitae in writing, regardless of the format used.

- **Registered Accounts**

Partners agree to only hold an interest in one account with LumiVitae, even if another Position is held by a separate business entity or another person. Only one Agreement per Partner is allowed at all times, except in limited circumstances as officially designated by LumiVitae.

- **Recruiting**

Partners shall not use misleading, deceptive or unfair recruiting practices in their interaction with prospective Partners.

Partners shall not entice or encourage any existing Partner to join their team from another team under any circumstance, directly or indirectly.

- **Earnings Prospects**

Partners shall not misrepresent the actual or potential sales or earnings of their Partners. The representation of earnings, sales figures and volumes must:

- (a) be truthful, accurate, and presented in a manner that it is not false, deceptive or misleading, and
- (b) take place on the base of documented and substantiated facts referring to the relevant home market.

Prospective Partners must:

- (a) be informed that actual earnings and sales volumes will vary from person to person and will depend upon the individual skills of a Partner, as well as the time and efforts put into the business and other factors, and
- b) be provided with sufficient information to enable Partners to make a reasonable assessment of the potentially achievable gains.

- **Materials**

LumiVitae prohibits Partners from making any material available to other Partners unless it is approved in writing by the Company and it complies with Company policies and / or procedures.

In addition, Partners who offer promotional or training materials, in any form, including on electronic medium, that is material approved and authorized by the Company, must:

- (i) offer only materials that comply with the standards recognized and accepted by the Company and that have been approved in writing;
- (ii) comply with the prohibition on making the recruitment of other Partners conditional on the purchase of such material;
- (iii) not charge any fees for accessing the materials.

- **Compensation Plan**

Partners must not in any way attempt to manipulate the LumiVitae Compensation Plan, including but not limited to enrolling a Customer or Partner who has little or no interest in LumiVitae, primarily to qualify for a bonus or compensation, or encouraging others to enroll multiple LumiVitae accounts.

Partners must not attempt to artificially inflate the Commissions payable in the Program, and/or any other action that is intended to deceive or mislead the Company with respect to the true nature of the transactions generated by the Partner or the Partner Network.

- **Coaching**

Partners are expected to fulfill their leadership responsibilities as a Sponsor, including product and / or business training, ongoing support and active encouragement, and otherwise supporting your Customers, Brand Partners, their Team and downline.

- **Business Management**

Partners understand and agree they are solely responsible for all financial and/or legal obligations incurred in the course of their business as a Brand Partner, including all taxes, license fees and related personal fees and expenses.

## Conduct for the Protection of LumiVitae

- **Professional Conduct**

Partners shall not engage in conduct which negatively impacts, disrupts or impairs the reputation or business of the Company or other Brand Partners, including, but not limited to: disparagement of the Company, its Officers or Employees or other Brand Partners; manipulation of the Compensation Plan; undermines or is at odds with the training systems utilized by and authorized by the Company; conduct which is abusive, disrespectful or intimidating of other Brand Partners, Customers, Employees or Affiliates of the company; conduct that undermines the relationship between the Company and Brand Partners or relationships between Brand Partners; conduct which is false, fraudulent, dishonest or deceptive in any way; or any other conduct which the Company deems disreputable or, in anyway, negatively impacts the Company or other Brand Partners.