Nina LaVon

Policies & Procedures

These Policies & Procedures, are effective as of the date first displayed above and govern the way a Nina LaVon consultant conducts business with the Company, other consultants, and with retail Customers. They replace and succeed all previous versions. The governing definitions are capitalized and found in Appendix A. Any interpretation, clarification, exclusion, or exception to these Policies and Procedures, in order to be effective, must be in writing and signed by an authorized officer of the Company. The Company endeavors to enforce the Policies and Procedures on a uniform and nondiscriminatory basis. However, any failure to enforce any of the provisions of the Policies and Procedures with one consultant does not waive the Company's right to enforce any such provision(s) with that same consultant or any other consultant.

These Policies and Procedures, the Compensation Plan (Appendix B), the Statement of Beneficial Interest (if any), the consultant Application and any country or situation-specific addendum(s) thereto, and any other written agreement between the consultant and the Company in their present forms and as amended from time to time at the sole discretion of the Company, are by this reference incorporated into, and form an integral part of, what is collectively referred to as the "Contract." Each consultant has the responsibility to read, understand, adhere to the Contract and ensure that he or she is aware of and operating under the most current version of the Contract. When Sponsoring a new consultant, the Sponsoring consultant shall provide the most current version of the Contract to the applicant prior to his or her execution of the consultant Application. By signing a Consultant Application or accepting Commissions from the Company, a Consultant demonstrates that he or she has read and understands and consents to abide and be bound by the Contract and any amendments thereto.

The Company may amend any part of the Contract from time to time as laws and business circumstances change; however, notice of any amendment will be published by the Company on its website at least thirty (30) days before the change is made effective. It is the responsibility of all consultants to regularly review the most recently published Contract, located at www.ninalavon.com or other Company websites. The Company will also provide a copy of its most current Contract upon the consultant's request.

Code of Ethics

The Company has made a commitment to provide its consultants top quality products, exceptional support and a successful Compensation Plan. A Consultant may purchase Products directly from the Company for both personal use and for resale to consumers. In turn. A Consultant agrees to represent the Products and income opportunity in an ethical and professional manner. Each consultant agrees to abide by the following Code of Ethics:

As a Consultant:

- 1. I will be respectful to customers and other consultants, alike.
- 2. At all times I will conduct myself and my business in an ethical, moral, legal and financially sound manner and will not engage in any deceptive or illegal practice.
- 3. I will not communicate disparaging comments about competitors' products to others and shall not communicate slanderous, libelous and derogatory statements about competitors or other consultants.
- 4. I will not engage in activities that would bring disrepute to the Company, other consultants, or me.
- 5. I will be truthful in my representation of the Products and will make no Product claim that is not contained in and supported by official Company publications.
- 6. I will fulfill my leadership responsibilities as a Sponsor by training, assisting, and otherwise supporting the consultants in my Downline Organization.
- 7. I will correctly and lawfully represent the Compensation Plan and the income potential represented therein.
- 8. I will abide by each and every term and condition of the Contract.
- 9. I will honor the terms of the Product return and refund policies with all my retail Customers.
- 10. I will respect the Sponsor relationship of every other consultant and I will neither attempt to interfere with or change these relationships nor make disparaging or untrue claims about other consultants.

Section 1 – Becoming a Consultant

- A. <u>Age of Majority.</u> In order to become a Consultant, all Applicants must have reached the age of majority, usually eighteen (18) years of age, in the jurisdiction in which they reside.
- B. <u>Application</u>. An Applicant is authorized by the Company to exercise consultant Rights and operate a Consultantship when he or she (i) purchases a Consultant Pack; (ii) returns to the Company a completed and signed original or electronic (faxed or scanned) consultant Agreement or signs through the Company's on-line application process (in those countries where it is available); and (iii) the Company accepts the Agreement.
- 1. In order to be accepted by the Company, a Consultant Agreement for the country in which the Applicant resides and any other required document of the Contract must be complete and correct in every respect and submitted by the consultant. Nina LaVon Policy & Procedures FEB2025

- 2. Failure of the consultant to submit a complete and correct Agreement or to provide appropriate documentation, when requested, may result in the consultant Agreement being rejected by the Company. The right to accept or renew any consultant Agreement remains solely with the Company.
- 3. a Consultant may be required to provide the Company with proof of residency, work authorizations, and ability to legally conduct business in the country stated on the consultant Agreement.
- C. <u>Required Purchase</u>. Unless otherwise prohibited by law, the only purchases required to obtain and maintain a Consultantship are the consultant kit and monthly subscription fee.
- D. <u>Phoned Applications</u>. A temporary consultantship will be created for those consultant Agreements processed via the telephone until such time as the Company has received the completed Contract. This temporary consultantship is subject to all the terms and conditions of the Contract and, while the original documentation is being received and processed, allows the Applicant to order Product for thirty (30) days. If the Applicant fails to provide the Company with an original, signed consultant Agreement or electronic copy of the same within the thirty (30) days, the temporary consultantship may be terminated.
- E. <u>Business Entities.</u> If the Applicant is a Business Entity, the original signature on the consultant Agreement must be of a Person authorized to bind the Business Entity. The Applicant must also submit with the consultant Agreement: an Identification Number for the Business Entity. To verify the form of the Business Entity, Beneficial Interest holders, and authorized signatories, the Company may require, at any time, the Applicant to submit a copy of its articles of organization, articles of incorporation or other charter documentation.
- F. <u>Identification Number</u>. For tax reporting (where required) and identification purposes (where permitted by law), the Company requires Applicants to provide the Identification Number or other personal identification number. Failure to provide this number may result in rejection of the Application or cancellation of the consultantship.
- G. <u>Inaccurate Information</u>. If the Company determines that the consultant Agreement or the Statement of Beneficial Interest contains inaccurate or false information, it may immediately terminate a Consultantship or declare the consultant Agreement null and void from its beginning. Further, it is the obligation of the consultant to report to the Company on an ongoing basis any changes which affect the accuracy of the Contract.
- H. <u>Terms</u>. Monthly Subscription Fees apply. The purpose of this fee is to support consultants by providing them with materials and information on the Company's Products, programs, Policies and Procedures, and related information.
 - 1. The consultant expressly authorizes the Company to collect the monthly subscription and materials fee using any payment method available, including charging any credit card on file for the consultant or withholding from Commissions.
 - 2. a Consultant will forfeit consultant Rights and agrees that his or her consultantship may be converted to a Retail Customer under the current Sponsor, may lose its Downline Organization, and may forfeit the right to participate in the Compensation Plan, if the annual renewal and materials fee is not paid by the renewal date.
- J. <u>Non-Exclusive Territory</u>. The authorization of a Consultant to exercise consultant Rights and operate a Consultantship hereunder does not include a grant of an exclusive franchise or territory to a Consultant, nor is a Consultant allowed to make such claims.

Section 2 Obligations of a Consultant and Managing a Consultantship

- A. Compliance. A Consultant shall comply at all times with each of the terms and conditions of the Contract.
- B. <u>Independent Contractor</u>. A Consultant is an independent contractor and is responsible for his or her own business expenses, decisions, and actions.
 - 1. A Consultant shall not represent himself or herself as an agent, employee, partner, or joint venturer with the Company. a Consultant shall not make purchases or enter into any transactions in the Company's name.
 - 2. A Consultant's work hours, business expenditures, and business plans are not dictated by the Company. A Consultant shall make no printed or verbal representations which state or imply otherwise.
 - 3. A Consultant is fully responsible for all of his or her verbal and/or written statements made regarding the Products, services, and the Compensation Plan which are not expressly contained in official Company materials and the consultant agrees to indemnify the Company against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the consultant that are outside the scope of the Contract. The provisions of this Section survive the termination of the Contract.
- C. <u>Compliance with Laws</u>. In conducting its consultant Business, a Consultant must comply with all applicable national and local laws, regulations, and ordinances. a Consultant shall not violate any laws which apply to unfair competition or business practice, including any law that prohibits the advertising, offer to sell, or sale of Products at less than the Wholesale price of the Products.
- D. <u>Offerings</u>. A Consultant may not offer or promote any non-Company plans, incentives, opportunities, or non-approved Sales Tools in conjunction with the promotion of Products without notifying Company. The Company will not uphold any offerings promised by a Consultant, including incentives.
- E. <u>Non-Competition</u>. Subject to the provisions of this Section, a Consultant is prohibited, during the term of the Contract, from acting, directly or indirectly, as an independent consultant, employee, executive, or consultant to or on behalf of a Competing Company. This Section does not apply to a Consultant if, prior to becoming a Consultant with the Company or prior to the effective date of this policy, he or she was acting as an independent consultant, employee, executive, or consultant to or on behalf of a Competing of a Competing Company.

- F. <u>Retail Sales</u>. Achieving success as a Consultant requires time, effort and commitment. There are no guarantees of Commissions, only rewards based upon productivity. A successful consultant Business requires regular and repeated Retail Sales of Products by a Consultant. Retail Sales by a Consultant's Downline Organization also contributes to the success of a Consultant Business. The Company encourages Retail Sales to at least two Customers on a monthly basis.
- G. <u>Negative Statements</u>. A Consultant will make no disparaging, misleading, inaccurate, or unfair statements, representations, claims, or comparisons with regard to:
 - 1. the Company, its Products, its commercial activities, or its consultants; or
 - 2. other companies, including competitors, their services, products or commercial activities.
- H. <u>Unethical Activity</u>. A Consultant must be ethical and professional at all times when conducting consultant Business. a Consultant will not, nor will the consultant permit consultants in his or her Downline Organization to engage in unethical activity. Examples of unethical activities include, but are not limited to, the following:
 - 1. Use of another consultant's credit card without express written permission;
 - 2. Unauthorized use of any Company Confidential Information;
 - 3. Cross-Company Recruiting (including aiding and abetting another to Cross-Company Recruit);
 - 4. Cross-line Recruiting (including aiding and abetting another to Cross-line Recruit);
 - 5. Writing checks without sufficient funds to either the Company or another consultant;
 - 6. Making claims about the Product;
 - 7. Making income claims about the consultant Business which are not compliant with the provisions of the Policies and Procedures;
 - 8. Making false statements or misrepresentation of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of Products;
 - 9. Personal conduct that discredits the Company and/or its consultants;
 - 10. Violating the laws and regulations pertaining to the consultant Business;
 - 11. Failing to meet Sponsor responsibilities;
 - 12. Violating the Code of Ethics; or
 - 13. Violating the Contract.
- I. <u>Cross-line Recruiting</u>. The consultant is prohibited from engaging in Cross-line Recruiting.
- J. Cross-Company Recruiting.
 - 1. The consultant is prohibited, during the term of the Contract and for one (1) year following the date of termination of the Contract, from Recruiting another consultant, other than the consultant's immediate family members. The consultant stipulates and agrees that Recruiting constitutes an unreasonable and unwarranted interference with the contractual relationship between the Company and its consultants, conversion of the Company's property, and misappropriation of the Company's trade secrets. The consultant further stipulates and agrees that any violation of this rule will inflict immediate and irreparable harm on the Company, and that the Company shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. Notwithstanding the foregoing, the Company waive this provision as to any particular instance of Recruiting if the violating consultant can provide the Company with evidence sufficient in the Company's judgment that the violating consultant knew the Recruited consultant prior to the violating consultant's enrollment with the Company and independent of any association with the Company. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Company.
 - 2. The consultant agrees that appearing in, being referenced in, or allowing the consultant's name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials for another direct selling company constitutes Cross-Company Recruiting.
- K. <u>Resolving Disputes</u>. A Consultant must conduct all activity in the best interests of the Company. Sponsors shall use their best efforts to resolve disputes in their Downline Organizations. Any personal disputes between consultants must be resolved quickly, privately, and in the best interests of the Company.
- L. <u>No Claims of Unique Relationship</u>. A Consultant may not allege or imply that he or she has a unique relationship with, advantage with, or access to the Company executives or employees that other consultants do not have.
- M. <u>Detrimental Conduct</u>. If any conduct by a Consultant or any participant in the consultantship is determined by the Company to be injurious, disruptive, or harmful to the Company or to other consultants, the Company may take appropriate action against a Consultant and the consultantship as set forth in Section 8.
- N. <u>No Reliance</u>. a Consultant may not rely on the Company to provide legal, tax, financial, or other professional advice, nor may it rely on any such advice if given.

- O. <u>Service Charges</u>. The Company provides numerous services to its consultants without charge. However, consultants occasionally make requests that require special time and effort to fulfill. Requests in this category would include copies of receipts, paperwork, in-depth Commission information that must be calculated or extracted, research, banking instructions, stop-payment requests, etc. These and other special requests are available to the consultant for a cost of forty dollars (\$40) per hour, plus actual costs, with a minimum charge of forty dollars (\$40) per request. Costs would include banking fees, photocopy expenses, professional fees, etc.
- P. <u>Insurance</u>. The Company carries a commercially reasonable amount of product liability insurance. However, the Company does not distribute copies of the policy nor does it disclose the amount of the insurance. Since laws differ according to jurisdiction, the Company encourages its consultants to consult with an attorney regarding the extent of their personal legal liability with respect to their independent businesses.
- Q. <u>Confidentiality</u>. Upon signing the Consultant Enrollment, the consultant agrees to maintain confidentiality regarding confidential Information and any other trade secrets and proprietary information. This confidentiality obligation is irrevocable and permanent, remains after termination of the Contract, and is subject to legal enforcement by injunction and award of costs and fees necessarily incurred. All confidential information is transmitted to, or allowed to be gathered by, consultants in strictest confidence on a need-to-know basis for use solely in the consultant Business. Consultants must use their best efforts to keep such information confidential Information or any information derived therefrom to compete with the Company or for any purpose other than for promoting the Company's program and its products and services. The consultant maintains no ownership interest in any confidential Information or any information derived therefrom, including contact and profile information of Downline Organizations, or other consultant contact information gathered in connection with the consultant's Business, and may not sell, disseminate, or provide it to any other party. The consultant acknowledges and agrees that the confidential Information to the profiles and reports of Downline Organizations or other consultant relating to the profiles and reports of Downline Organizations or other consultant the consultant Business, including any information derived therefrom, constitutes the Company's trade secrets.
- R. <u>Privacy of consultant Information</u>. All information provided by an Applicant on a Consultant Agreement will be used solely for the purposes of evaluating the consultant Agreement and for related activities of the consultant. A Consultant authorizes the Company to disclose, in the Company's sole discretion, its contact information to the consultant's Upline, and to the consultant's Downline Organization. The contact information may be used only for the consultant Business.
- S. <u>Use of Confidential Information</u>. The consultant may acquire confidential Information during the term hereof, for example, from the sale of consultant tools or merchandise to the Company's consultants, including those who are crossline to the consultant. Accordingly, regardless of the source of the Confidential Information, the consultant understands and agrees:
 - 1. The Confidential Information is for the exclusive and limited use of the consultant to facilitate the training, support and servicing of the consultant's Downline Organization for furtherance of the consultant Business only;
 - 2. He or she will not disclose the Confidential Information to a third party directly or indirectly (including other consultants) and that doing so constitutes misuse, misappropriation, and a violation of the Contract;
 - 3. The information is of such character as to render it unique and that disclosure of it will cause irreparable damage to the Company; the Company is therefore entitled to immediate, temporary, preliminary, and permanent injunctive relief, in addition to all other remedies available in law or equity, to prevent or compensate for any violation of this policy;
 - 4. He or she will not use the information to compete with the Company directly or indirectly and improper use will result in termination of the Contract;
 - 5. He or she may be required to sign a non-disclosure agreement before receiving Confidential Information from the Company, or prior to engaging in activities that would allow the consultant to acquire Confidential Information; and
 - 6. Upon expiration, non-renewal or termination of the Contract, he or she will discontinue the use of such confidential Information and destroy or promptly return to the Company all confidential Information under the control of or in his or her possession.
- T. <u>Notification of Adverse Action</u>. A Consultant shall immediately notify the Company in writing of any potential or actual legal claims from third parties against the consultant arising from, or associated with, the consultant Business or the Downline Organization that may adversely affect the Company. After notifying the consultant, the Company may take any action necessary to protect itself, including controlling any litigation or settlement of the legal claims. If the Company takes action in the matter, the consultant shall not interfere or participate in the matter.

U. Release for use of Photo, Audio, or Video Image, and/or testimonial Endorsement.

1. The Company may take photos, audio or video recordings, or written or verbal statements of a Consultant at Company events or may request the same directly from a Consultant. The consultant agrees to and hereby grants the Company the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts the consultant may have with any other entity, the consultant agrees that any use by the Company as set forth in this Section shall be royalty free, is a work made for hire, and is not subject to any other claim. The consultant agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted on Paling for the Paling for the rights granted on Paling for the Company against any claims by any other party arising out of the Company's use of the rights granted on Paling for the party arising out of the Company's use of the rights granted on Paling for the party arising out of the Company's use of the rights granted on Paling for the party arising out of the Company's use of the rights granted on Paling for the party arising out of the Company's use of the rights granted on Paling for the party arising out of the Company's use of the rights granted on Paling for the party arising out of the Company's use of the rights granted on Paling for the party arising out of the Company's use of the rights granted on Paling for the party arising out of the Company's use of the rights granted on Paling for the party arising out of

herein. The consultant confirms that the information he or she may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of his or her knowledge. The consultant waives any right he or she may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it.

2. The consultant agrees that photos, audio or video recordings taken by the consultant or any third party at the Company's events or activities may not be used by the consultant or any third parties to promote any business other than the consultant Business.

Section 3 Sponsorship

- A. <u>Sponsoring</u>. To act as a Sponsor, a Consultant must meet all requirements and accept all responsibilities as outlined in the Contract. Persons wishing to become consultants may be referred as Applicants to the Company by a Sponsor.
- B. Training and Support. A Sponsor shall:
 - 1. make reasonable efforts to ensure that that all consultants in his or her Downline Organization understand the terms and conditions of the Contract and all applicable national and local laws;
 - 2. provide regular training and bona fide support in the development of his or her Downline Organization's business and the sale of Products;
 - provide bona fide education and instruction so that Product sales and opportunity meetings conducted by consultants in his or her Downline Organization are conducted in accordance with the Contract, and with any applicable national and local laws;
 - 4. give guidance and encouragement to consultants in his or her Downline Organization; and
 - 5. make commercially reasonable efforts to privately settle any dispute arising in his or her Downline Organization.

Section 4 Sponsor/Placement Changes; Transfers; Beneficial Interests

- A. <u>Sponsor Changes</u>. The consultant must be inactive for a consecutive 6 months and then may resign with a new consultant of his or her choosing.
- B. <u>Moving Up</u>. a Consultantship may be moved to a new Placement Upline provided it obtains written authorization from each consultantship it moves above in Placement. Likewise, a Consultantship may be moved Upline to a new Sponsor provided its consultant obtains written authorization from each consultantship it moves above in Sponsorship.
- C. <u>Sponsor Change Process</u>. A Consultantship may be moved to a new Sponsor within its original Sponsor's Downline Organization if the consultant obtains the written authorization of the original Sponsor, provided that:
 - 1. The move is within three (3) months from the Date of Sign-up; and
 - 2. The consultant has not reached the Director Level.
- D. <u>Sale or Transfer of a Consultantship</u>.a Consultantship sale, assignment or transfer occurs when a Consultant sells, assigns or transfers ownership or control of a Consultantship to another Person. The Company reserves the right, in its sole discretion, to approve or disapprove any proposed sale, assignment or transfer of a Consultantship. The sale, assignment or transfer of a Consultantship may only occur if, at the time of the sale, assignment or transfer, the consultantship is in good standing pursuant to the terms of Section 9.E herein. In any sale, assignment or transfer, the transferee consultant will retain the same Downline Organization and the same Rank/Title held before the approved transfer. a Consultantship may be assignment or transfer of a Consultantship is subject to the company's prior written approval. Any sale, assignment or transfer of a Consultantship is subject to the conditions of this Section 4.
- E. <u>Right of First Refusal</u>. Consultantship transfers are subject to a Right of First Refusal ("RFR") to the Company, followed by a RFR to the Qualified Direct Upline.
 - If a Consultant receives a Bona Fide Offer to purchase his or her consultantship, the consultant shall first offer to sell such consultantship to the Company on the same terms and conditions contained in the Bona Fide Offer. The consultant shall deliver the Bona Fide Offer in writing to the Company, and the Company shall have fifteen (15) business days in which to accept the offer. Evidence of a legitimate offer may include, but is not limited to, cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such consultantship.
 - 2. If the Company fails to exercise its RFR within the fifteen (15) day time period, the consultant shall extend the same offer to its Qualified Direct Upline on the same terms and conditions as those contained in the Bona Fide Offer. The Company shall convey the Bona Fide Offer by providing written notice of the same to the consultant's Qualified Direct Upline. The Qualified Direct Upline shall have ten (10) business days in which to accept or reject such an offer. If the Qualified Direct Upline accepts the offer, he or she must provide written notice to the Company upon acceptance.
 - 3. If the Qualified Direct Upline fails to exercise his or her RFR within the time allotted, the consultant may transfer the consultantship to the third party according to the same terms and conditions contained in the Bona Fide Offer, provided, however, that the consultant complies with all other transferring procedures contained in this Section and as may be established from time to time by the Company.
 - 4. The RFR shall apply to each new Bona Fide Offer received by the consultant.

- 5. The following circumstances are not subject to the RFR requirements in Section 4.F above; however, each instance requires that an amended consultant Agreement and Statement of Beneficial Interest be filed with the Company.
 - a. When the name of a Person who has a Beneficial Interest in the consultantship is added to the consultant Agreement (e.g., a wife adding her husband).
 - b. When the name of a Person who no longer has a Beneficial Interest in the consultantship is removed from the consultant Agreement (e.g., a minority member who is removed from a company; or a shareholder, not holding a controlling interest, sells his or her interest in a company.)
 - c. When the consultant is an individual and is transferring his or her ownership rights to a legal entity in which only that consultant has a Beneficial Interest (e.g., a husband and wife form a limited liability company to operate their consultantship and are the only members/ managers).

G. Limitations on Sales and Transfers.

- 1. An existing consultant may not purchase another consultantship without written permission from the Company.
- 2. a Consultant who sells or transfers his or her consultantship may not reapply to become a Consultant under another Sponsor for a period of not less than six (6) months after the Company has approved the sale.
- 3. A Person may not merge with, or acquire an interest in, a pre-existing consultantship if the Person has engaged in consultant Business within the past two (2) years.
- 4. Should a Consultant transfer his or her consultantship to the Qualified Direct Upline, the consultantship will be merged into the Qualified Direct Upline's existing consultantship in accordance with the consultantship transfer procedures.
- 5. If a Consultant sells or transfers his or her consultantship and, within one year of the date of sale, he or she signs-up, joins or begins work for another direct selling, network marketing or multi-level marketing company, such action shall be considered a breach of the Contract and the Company reserves the right to terminate such transferred consultantship pursuant to the termination provisions under the Contract. This provision shall survive the termination of the Contract.
- H. Process. Additional processing requirements include:
 - 1. The selling/transferring consultant must either provide or have on file a current and accurate consultant Agreement and Statement of Beneficial Interest for all Business Entities requesting the transfer.
 - 2. Specific documentation available from the Company must be submitted in order to process a sale or transfer of a Consultantship.
 - 3. An application for a sale or transfer must be received by the Company by the 20th day of a month in order for the change to be effective for the given month.
 - 4. Any requests received after the 20th will be processed for the following month.
 - 5. A one hundred dollar (\$100) fee will be assessed per each request.
- I. <u>Interpretation</u>. The interpretation of these Policies & Procedures pertaining to the sale, assignment or transfer of a Consultantship will be made in a manner that considers and serves the best interests of the Company. The Company reserves the right to reject any transferee or buyer.
- J. <u>Merger</u>. Two consultantships may be merged into a single consultantship if one is the Sponsor of the other. Every merger is final. To effectuate the merger, both consultants must submit an amended consultant Agreement and obtain the Company's written consent.
- K. Restrictions Against Multiple Beneficial Interests.
 - 1. a Consultant is prohibited from having a Beneficial Interest in more than one consultantship.
 - 2. If a Person with a Beneficial Interest in an existing consultantship wishes to become a Consultant under another Sponsor, the Person must first terminate the Beneficial Interest in the existing consultantship and wait six (6) months before applying to be a Consultant.
 - 3. The Company's restrictions against multiple Beneficial Interests ensures that (i) all efforts by a Consultant to build his or her consultant Business are focused on a single consultantship and not diluted through the demands of multiple consultantships; and (ii) the Upline receives the full benefit of the consultant's efforts. In determining whether or not a Consultant has a Beneficial Interest, the Company considers the meaning of the term as set forth in the definition in Appendix A as well as the intent of such restriction.

L. Effects of Marriage, Divorce, and Death on the consultantship

- 1. Marriage. A spouse is deemed to have a Beneficial Interest in a Consultantship and all acts and omissions of the spouse shall be imputed to the consultant. If two consultants marry, they may keep their consultantships separate. However, all other conditions of the Beneficial Interest rules of the Contract apply to both consultantships.
- 2. Divorce. When a married couple whose individual names appear as consultants on the consultant Agreement separate or divorce, the Company will continue paying earnings under the Compensation Plan in the same manner as prior to the separation or divorce until the Company is served with a legally binding certified copy of a divorce decree or other court order that provides direction on payment and/or disposition of the rights under the Contract. Where there is a change in ownership as ordered by the court, the spouse remaining as a Consultant must submit an amended consultant Agreement. In no event will the consultantship be partitioned.

3. Death and Inheritance. In the case of a Consultant's death, the Contract will be assigned to the legal successor to the consultantship (who can properly qualify according to the Contract) in accordance with applicable laws. The Company requires certified copies of the death certificate (or a doctor's statement) and a certified will, court order, or other appropriate legal documentation. Successors in interest must submit an amended consultant Agreement. Upon notice of demise, the Company reserves the right to make payments to the estate of the deceased consultant. If the legal successor wishes to terminate the account, a written, signed statement of request to terminate must be submitted along with appropriate legal proof of death. If the legal successor to the consultantship is already an existing consultant, the Company will allow the multiple Beneficial Interest through inheritance for up to six (6) months, by which time the existing consultant must have sold or otherwise transferred either the existing or the inherited consultantship.

Section 5 Compensation

- A. <u>Earnings Through Sales</u>. Commissions are paid to consultants who qualify pursuant to the Compensation Plan and who are in compliance with the Contract. A Consultant's success is only achieved through the regular and repeated Retail Sale of Products and the regular and repeated Retail Sales by its Downline Organization. As the success of any consultant depends largely on the personal efforts of that consultant, the Company does not guarantee any level of profit or success, nor does it guarantee a Consultant a specific income. The only way to earn Commissions is through the sale of Products.
- B. <u>Payment</u>. The Company will pay Commissions to qualified consultants on Product orders which: (i) are received by the Company before the end of the Commission period, and (ii) have been fully paid with appropriate payment.
 - 1. Commissions are paid in the name of the Business Entity listed on the consultant Agreement. When no Business Entity is listed, Commissions are paid to the personal name of the first Person listed on the consultant Agreement.
 - 2. Commissions are paid on the fifteenth day of each month. All Product orders must be received by the Company before 5:00 p.m. Eastern Time on the last business day of the month to be included in that month's Commission calculation.
 - 3. If a Consultant believes that there is an error in the computation of Commissions and/or program qualifications, the error must promptly be brought to the attention of the Company. If such problems are not presented to the Company in writing within forty-five (45) days after the end of the relevant Commission period, the consultant waives all recourse with respect to such alleged error.
- C. <u>Reissued Checks</u>. In the event that a Commission check must be reissued to a Consultant, the Company will charge the consultant a fee of twenty-five dollars (\$25 USD or equivalent local currency). If a check must be reissued because of the Company's error, no additional charge will be applied.
- D. <u>Minimum Check Amount</u>. The minimum amount for payment of commission and bonus checks is twenty dollars (\$20 USD) Commissions and/or bonuses in an amount less than twenty dollars (\$20 USD) for a pay period will accumulate until they equal or exceed twenty dollars (\$20 USD).
- E. <u>Returned or Unclaimed Checks</u>. The Company makes every effort to ensure that a Consultant receives its commission checks. However, if a commission check has been sent to a Consultant's last known address but is returned because the consultant has moved without a forwarding address or the check is returned or not presented for payment for some other reason beyond the control of the Company, the check shall be voided and the amount may be credited to the consultant's account 180 days after its date of issue, and the consultant will be charged a processing fee of twenty-five dollars (\$25 USD) and a bank cancellation/stop payment fee of twenty-five dollars (\$25 USD). Thereafter, a monthly maintenance charge of ten dollars (\$10 USD) will be deducted from the consultant's account.
- F. <u>No Manipulation</u>. Manipulation of the Compensation Plan is not permitted and may result in disciplinary action. Manipulation of the Compensation Plan includes, but is not limited to, a Consultant purchasing, to qualify for various Ranks or Commissions, large quantities of Product that are not sold through the direct marketing channel, placing orders in his/her Downline Organization, and any other actions that may violate state, federal or foreign anti-pyramid scheme laws. Such manipulations may, in the discretion of the Company, result in the suspension of Commissions and termination of the consultantship.
- G. <u>Deductions and Offsets</u>. The consultant authorizes the Company to deduct fees from its Commissions as deemed appropriate in accordance with Section 6 herein or any other term or condition of the Contract. Any fees will be assessed at the sole discretion of the Company.

Section 6 Ordering Company Products

- A. <u>Inventory</u>. As the Company imposes no specific minimum inventory requirement on its consultants, a Consultant must use its own judgment to determine the amount of inventory it will need to sustain its projected Retail Sales and personal use.
- B. Ordering. Products can be ordered by telephone, mail, facsimile, internet, or by direct request at the Company's headquarters.
 - 1. Faxed, mailed, or personally delivered orders must be submitted using a current consultant price list and a fully completed order form. The prices of the Company's Products are subject to change at the discretion of the Company.
 - 2. Payment must be the exact amount of the order and may be made by those methods presently available (cashier's check, money order, credit card, cash, direct debit, EFT and/or personal or business check).
 - 3. Orders must be paid in full prior to pick-up or shipping. All shipping and handling costs are based on delivery location and the amount of Products ordered.
 - 4. Unauthorized use of another Person's credit card is prohibited.

- 5. An order placed over the phone is not deemed made to the Company until the Company customer service agent provides the consultant or Customer an order number.
- C. <u>Will Call</u>. Where will call service is available, a Consultant may pick up the order at the will call location. The Company may ship, at the consultant's expense, Product that has been marked for will call pick-up if the Product has not been picked up by the consultant within ninety (90) business days of the order date, or the end of the calendar month, whichever is latest. If the Product is shipped to the consultant from the will call location, the Company may use any payment method noted on file to collect the shipping fees.
- D. <u>Back Orders</u>. If the Company is temporarily out of stock on ordered Product, a Consultant will receive a "back order" notice. Back orders are filled first as new inventory arrives. Volume on back orders is credited to the month in which payment for the original order was received by the Company.
- E. <u>Electronic Funds Transfer (EFT)</u>. {May be an option in the future} This method of payment, also known as ACH, may be an option for the purchase of Products and payment of Commissions to consultants. When a Consultant sets up an EFT method to purchase Product or receive Commissions, he or she is authorizing the Company to electronically debit or credit his or her bank account on a recurring basis for the amount of any designated purchase or payment, subject to the laws of the Country where the consultant resides.
 - 1. In order to establish EFT as a purchase or payment method, an eligible consultant must submit the required forms to a Company customer service representative. There may be a waiting period for EFT implementation.
 - 2. EFT may be available for orders of Product. For the first ninety (90) days or more, orders using EFT may be subject to a shipping hold of up to seven (7) calendar days in order to verify funds.
 - 3. A Consultant's use of a bank account belonging to another person for EFT purchases requires written, notarized authorization by the owner of the account. Failure to obtain proper authorization constitutes a breach of Contract.
- F. <u>Payment Default</u>. Any payment that is not supported by sufficient funds or that is returned uncollected constitutes a breach of the Contract. The Company will assess a handling fee of twenty-five dollars (\$25) for all payments lacking sufficient funds. The Company reserves the right to restrict a Consultant's payment method.
 - 1. When there are not sufficient funds, the consultant is responsible for all bank charges plus the Company's handling fee. In the case of the EFT method, the consultant understands that when the Company's first attempt to receive an EFT payment is unsuccessful, the bank may make a second attempt within three (3) days. The consultant's bank may charge an insufficient funds fee for each unsuccessful attempt. If there are insufficient funds, the Company will put a hold on the Product or cancel the shipment. If the Product has already been shipped, the consultant will be expected to use an alternate means of payment for the Product. If payment is not received within a reasonable amount of time, the Company may proceed with collection measures, stop the future shipment of orders, and take any other recovery steps available to it under the Contract, including withholding Commissions.
 - 2. Any uncollected amount may be deducted from the consultant's present or future Commissions.
 - 3. The consultant understands that all Persons listed on the consultant Agreement, or any Person having a Beneficial Interest in the consultantship, will be held jointly and severally liable for the outstanding amount for unpaid Product and fees. It is expressly understood by the consultant that this joint and several liability supersedes any limitations of liability otherwise available to the consultantship or its Beneficial Interest holders.
- G. Consultant Subscription Fee.
 - a Consultant chooses to participate in the Company's Subscription Program. This fee is on the 10th day of each month. When instituting a Subscription at the time of enrollment, the consultant Agreement serves as confirmation for the setup. For this fee, the consultant will receive a Sneak Peak upon unveiling a new catalog along with a new catalog. The consultant will be responsible for the shipping cost and other fees associated with the subscription fee.
 - 3. Payments will be verified prior to processing Autoship orders. In the event authorization is declined, the Company may attempt to contact the consultant and reattempt to obtain authorization. If authorization is not obtained by the end of the month, the order will be considered "unprocessed" and the consultant will not receive the Sneak Peak shipment. The Company will not be held responsible for this causing an inactive status.
 - 4. To terminate a consultantship, fill out and return a Self-Termination form to the home office.
 - 5. Upon cancellation of a Subscription, a Consultant may be eligible for the Sneak Peak if all prior months subscriptions have been paid. If a subscription has not been fulfilled, a Sneak Peak shipment will not be sent.
- H. Seventy Percent Rule. A Consultant certifies with each new Product order that he or she has sold or consumed at least 70% of all Product purchased in prior orders. Each consultant that receives Commissions and orders additional Product agrees to retain documentation that demonstrates compliance with this policy, including evidence of Retail Sales, for a period of at least four (4) years. A Consultant agrees to make this documentation available to the Company at the Company's request. Failure to comply with this requirement or falsely representing the amount of product sold or consumed in order to advance in the Compensation Plan constitute a breach of the Contract and is grounds for termination. Furthermore, a breach of this requirement entitles the Company to recover any Commissions paid to the consultant for any period of time during which such documentation is not maintained or for which this provision has been breached.
- J. <u>Notice of Cooling-Off Period to Customers</u>. When making a retail sale, a Consultant shall verbally disclose the Customer's rights to cancel the sale. Those rights are set forth provided by the Company, which sales receipts must be completed and delivered

to the Retail Customer upon making the sale. The sales receipt is available in the consultant kit and may be downloaded by consultants from the Company's website. If the Customer exercises the right to cancel the sale, the consultant making the sale shall follow the refund procedures described in this Section. The Customer should return all unused Product.

K. Returns, Refunds, and Exchanges.

We want you to be completely satisfied with your purchase. If for any reason a product does not meet your expectations, please contact your Consultant within 30 days of your purchase date or within 30 days of the order shipment date by Nina LaVon, whichever is later.

- 1. For a replacement item request due to a manufacturer's defect ("Replacement Item") or a Missing Item request, we will not assess any additional delivery charges to you when we ship the Replacement Item or Missing Item to the original address on your order. Additional charges may apply if you request a different shipping address from your original order.
- 2. For a product exchange request not due to our manufacturer's defect ("Product Exchange"), such as when you change your mind about a product you ordered and want a different item, we reserve our right to require you to return the original product to us at your expense. You will be charged the Shipping Fee in the amount of Eight Dollars and Ninety-Five Cents (\$8.95) when we send the Product Exchange to you in addition to the standard delivery charges we assess on your order, if applicable. Taxes on these delivery charges may also apply. We cannot issue Product Exchanges for products that are not in good and resalable condition in their original packaging or that were otherwise designated by us as nonreturnable, discontinued or seasonal.
- 3. For a refund request not due to our manufacturer's defect ("Refund"), such as when you change your mind about a product and want a Refund on that product, standard delivery charges or any Shipping Fee will not be refunded that was paid on the original order. Only the refund price paid for the applicable product and any taxes directly assessed on that product, as shown on your original sales receipt will be refunded. Nina LaVon will not issue a Refund on any taxes directly assessed to you on these delivery charges. We reserve the right to require the first return the product to the Company at your expense before a Refund is issued. Refunds can not be issued on products that are not in good and resalable condition in their original packaging or that were otherwise designated by us as nonreturnable, discontinued or seasonal. If you do not have your original sales receipt, we reserve our right to refuse to honor your Product Exchange or Refund request. Upon further review by Nina LaVon of your circumstances in these situations, and in our sole discretion if the conditions of this Return Policy are otherwise satisfied, we may provide you with product credit in lieu of a Product Exchange or Refund. Gift certificates or Product Credits cannot be exchanged for cash, and Nina LaVon is not responsible for lost or stolen gift certificates. If you return an item you purchased with a gift certificate or Product Credit from Nina LaVon, we will place the applicable Refund back on the gift certificate (less any applicable delivery charges and taxes, if applicable) and in accordance with our Return Policy. If an item purchased as part of a Monthly Special is returned and the qualifying purchase amount is no longer met, you will then be charged the full retail price of the Monthly Special item.
- 4. a Consultant requesting a refund (and his or her Customer who ordered directly from the Company) must contact the Company's Customer Service department to obtain a return merchandise authorization (RMA) number from the Company. Products returned to the Company must have an RMA number written on the outside of the shipping carton and any Product without an RMA number will not qualify for a refund and will be returned to the consultant at the consultant's expense. Upon receipt of the returned Product, the return will be noted by the Company and a refund will be issued to the consultant within thirty (30) days. Refund payment methods are limited to the original form of payment, or if not available, by check in US dollars or such other form as the Company may choose. All refunds are subject to:
 - a. The request for a refund being made within ninety (30) days of purchase;
 - b. The Product being returned in a marketable condition (unopened, unaltered and resalable) as determined by the Company;
 - c. The Product being sent through a form of delivery that can be traced and received within seven (7) days of contacting the Company.
- 5. Exceptions to the refund policies may be extended by the Company in instances in which consultant misconduct, misrepresentation, or other extenuating circumstances may require.
- 6. Any Commissions paid to the consultant and his or her Upline for the Product returned by the consultant or Customer may be debited from the respective Upline consultant's account or withheld from present or future Commission payments. A Consultant agrees that he or she will not rely on existing Downline Organization Volume at the close of a Commissions period, as returns may cause changes to his or her Title, Rank and/or Commissions payout.
- 7. All shipping or courier costs for the return of Product will be solely by the consultant unless otherwise prohibited by law. Any damage or loss that occurs to returned Product during shipping will be the responsibility of the consultant. Should the Product arrive at the Company damaged (thereby rendering it non-resalable), the Company will reject the shipment. Partial Product returns will not be accepted or refunded in accordance with the Company's standard return policies.
- 8. The Company will exchange Product if the Product is damaged in shipment, incorrectly sent due to a Company error, or of substandard quality. However, when an exchange is not feasible, the Company will refund the amount of the returned Product. If Product is damaged or defective, a Consultant should contact the Company within ten (10) days of receipt of the order. The Company will issue a call tag for the Product and immediately send a replacement order. The Company will inspect the Product upon receipt.

If you have any questions about product Returns, discrepancies, back-ordered items or anything else, please contact your Consultant or the Nina LaVon Home Office directly. Your Consultant's information is included on your Hostess Summary and Guest Order Summary. You may contact the Nina LaVon Home Office via email ticket at support@ninalavon.com

Section 7 Marketing the Product and Opportunity

- A. <u>Use of Sales Tools</u>. A Consultant may use only Sales Tools approved by the Company subject to an announced Pre-Launch Period. The consultant agrees that if it uses a fulfillment house or other third party to sell or distribute Sales Tools, the consultant will enter into a non-disclosure agreement (to be provided by the Company) with the fulfillment house or third party to ensure that all consultant and Customer information is protected from disclosure and remains the sole property of the Company.
- B. <u>Approval of Sales Tools</u>. A Consultant must submit all Sales Tools to the Company through the consultant Education and Conduct department for approval prior to use. The Company has complete discretion whether to approve or reject a proposed Sales Tool. The approval process generally requires a minimum of three (3) weeks to complete. To comply with changing laws and regulations, the Company may rescind its prior approval of a Sales Tool, and may require the consultant to remove from the market at its own cost and obligation a previously approved Sales Tool. If approved, the Company will issue to the consultant:
 - 1. a unique Sales Tool approval number.
 - 2. a written authorization from the Company specifically stating that the Sales Tool may be distributed.
- C. <u>Income Claims Prohibition</u>. A Consultant is prohibited from making false, misleading, or unrepresentative claims regarding earning potential. If a Consultant does make an income claim, it must be based on actual earnings.
- D. Use of Trademarks and Copyrights.
 - 1. The Company may license the use of its trademarks to consultants, subject to the limitations herein and subject to the limitations in any licensing agreement.
 - 2. Consultants may not use any of the Company's current or after acquired trademarks or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake, or deception as to the source of the Products or services advertised.
 - 3. Except as indicated herein, a Consultant may not use the Company's trademarks or any confusingly similar variation of its trademarks in a business name, e-mail address, Internet domain name or sub-domain name, URL, telephone number, or in any other address or title. A Consultant may use the Company's trademarks, Internet domain or sub-domain name provided that the consultant has entered into a licensing agreement for a Company Licensed Website. The consultant agrees to comply with the terms of such licensing agreement and hereby acknowledges that the Company owns, and shall continue to own, all rights in and to the Company's trademarks in such URL, Internet domain or sub-domain name and that the Company has the right to revoke such use of the Company's trademarks for any reason and at any time. The consultant further agrees that the Company has the right to acquire such URL at any time by paying the nominal registration fee to the consultant and the consultant agrees to transfer such URL to the Company and take any other necessary steps requested by the Company to effectuate such transfer.
 - 4. The consultant agrees to immediately re-assign to the Company any registration of the Company names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy. The provisions of this Section survive the termination of the Contract.
 - 5. Consultants may not use the Company's trademarks on non-approved Sales Tools.
 - 6. The Company, in its sole discretion, will determine whether a variation of its trademark is confusingly similar.
 - 7. a Consultant must not use the name, logos, trademarks or other references to the Company's business or manufacturing partners in any Sales Tool, correspondence, or any form of advertising.
 - 8. The Company's literature and media are copyrighted by the Company and may not be duplicated.
- E. <u>Use of "Independent Consultant" in Advertising</u>. If a Consultant selects a business title, the title must clearly state that the consultant is a "Nina LaVon Independent Consultant." a Consultant's title may not imply that the consultant is an employee or agent of the Company. Each time the Company's logo or name is used in writing and in relation to the consultant, the consultant must identify itself as a "Nina LaVon Independent Consultant."
- F. Methods of Advertising. Consultants may advertise using the following means:
 - 1. <u>Newspaper</u>: a Consultant may place a generic business opportunity advertisement in the classified section of a local newspaper, provided the advertisement conforms to all applicable laws and regulations.
 - 2. <u>Phone Directory</u>: Any consultant may place a text listing of its name in the white or yellow pages of a telephone directory followed by "Nina LaVon Independent consultant." Graphical and display ads in telephone directories are prohibited.
 - 3. <u>Electronic Mail Advertisements</u>: All advertisements sent via e-mail, telephone, or facsimile must comply with all anti-spamming laws for the state or country where the intended recipient resides. The consultant is under obligation to research and comply with all laws concerning unsolicited commercial e-mail.
 - 4. Television and Radio: Television and radio advertising requires prior written approval from the Company.

- 5. <u>Internet Auction Sites</u>: A Consultant may not auction or facilitate an auction of Product on Internet websites where an auction is the mode of selling or buying (e.g., eBay). a Consultant may place a Product on such a website with a "Buy it Now" price set at suggested retail for that Product. The provisions of this Section survive the termination of the Contract.
- G. <u>Advertising at Company Sponsored Events</u>. At Company-sponsored events, consultants may not, unless specifically authorized in writing by the Company, advertise, sell, or promote non-Company products or services, including, but not limited to: (i) the promotion of non-Company events, systems or materials, (ii) organized person to person solicitations, (iii) distribution of flyers, DVDs or other materials, or (iv) the use of any other form of promotion deemed inappropriate by the Company.
- H. <u>Internet Advertising</u>. Consultants may use only a Company Licensed Website to promote Products or the business opportunity over the Internet. Promoting Products or the business opportunity through an unlicensed Internet website is strictly prohibited. Consultants that wish to operate a Company Licensed Website must meet the following criteria:
 - 1. All licensed websites must first be reviewed and approved by the Company as Sales Tools, in accordance with Section 7.B above. Licensed websites must be Company-specific and may not advertise, promote, or link to any other product or opportunity unless approved by the Company. However, all such sites, and any changes thereto, must first be reviewed and approved by the Company as Sales Tools, in accordance with Section 7.B above. If approved, the consultant must enter into a licensing agreement with the Company and the site must display a Company-generated "licensed" designation. Changes made to the site after obtaining the initial license require written authorization from the Company.
 - 4. consultants may not use any key words or metatags to advertise any licensed website on the Internet if the search words or metatags explicitly or implicitly present illegal or unsubstantiated health or income claims.
 - 5. consultants must obtain written approval from the Company before initiating any sponsored links on Internet search engines to direct Internet traffic to a Company Licensed Website.
 - 6. The Company may revoke the license for any previously approved website at any time and for any reason, including changes to federal and local laws and regulations.
- I. Advertising and Selling Price of Products on the Internet. Consultant acknowledges and agrees that the advertising and selling of all Products on the Internet may only be done on a Company Licensed Website and the advertising and selling price of all Products on such website (i) if sold to an Applicant, must not be lower than the Wholesale price of the Products plus reasonable shipping and the amount the Company charges for taxes, handling and the Applicant must also be charged the consultant kit fee; and (ii) if sold to a non-Applicant (e.g. Customer, etc.), must not be lower than the Company's Suggested Retail price plus reasonable shipping and the amount the Company charges for, taxes and handling of the Products. In connection with this Section, the consultant also agrees that all advertising regarding the price of Products will be truthful and will not contain misleading statements (e.g. "lowest price available" which infers that a Consultant is able to sell the Products at a price lower than other consultants, etc.). consultant acknowledges and agrees that he or she shall not advertise or sell any Products on the Internet which were purchased from another consultant. Any violation of this Section by a Consultant shall constitute a breach of the Contract and will be subject to the breach of Contract procedures set forth herein.
- J. Mass Communications.
 - 4. The following disclaimer shall be prominently positioned in all Mass Communications that promote any particular building method:

There are many methods and techniques used successfully for building your Nina LaVon business. The building method promoted [in/at] this [website/webinar/email/ meeting/] may be different from that which is taught by your upline. Please consult with your upline if they have taught you a different building method or if you have any questions.

- 5. The consultant acknowledges that allowing the consultant to create databases of consultant information for Mass Communications, the sale of tools, and for any other purposes constitutes the use of Company Confidential Information, which information is the Company's trade secrets, and such use can be a substantial financial benefit to the consultant. consultant acknowledges that he or she is subject to the Cross-Company Recruiting obligations set forth in Section 2.K above. This Section shall survive the termination of the Contract.
- K. <u>Lead Distribution</u>. Persons who are outside the Company network often make inquiries to the Company about its Products. If the Company is able to determine that the inquiring Person received the information from a specific consultant or that there is a particular consultant that the Person is acquainted with, every attempt will be made to refer the Person to that consultant. If an association with a particular consultant cannot be determined, the Person will be randomly positioned under an existing "Premier"- level consultant. Final judgment with respect to the positioning of leads remains the right of the Company.
- L. <u>Public Relations Matters</u>. The Company encourages consultants to use personal media coverage to expand and build their business; however, certain situations require the consultant to contact the Company's Public Relations Department. These would include:
 - 1. instances where the story or medium has national potential;
 - 2. cases where the story calls for a wider Company/Product perspective; and/or
 - 3. when the consultant is questioned about Company sales figures and/or business strategies.
- M. <u>Retail Establishments</u>. Nina LaVon encourages the sale of the Company's Products in Retail Establishments provided the Products are being sold at Suggested Retail Pricing. The display of Independent consultant information within the premises of a Retail Establishment is acceptable.

N. <u>Service Establishments</u>. A Consultant may conduct consultant Business through Service-related Establishments. The Company has sole discretion in determining whether an establishment is a Service-related Establishment and a proper place for the sale of Products.

Section 8 Breach of Contract Procedures

- A. <u>Conditional Obligations</u>. The Company's obligations to a Consultant are conditioned upon the consultant's faithful performance of the terms and conditions of the Contract. The Company, in its sole discretion, will determine if a Consultant is in breach of the Contract and may elect any or all available remedies. All arbitration or legal proceedings shall be conducted in the state of Georgia.
- B. <u>Remedies</u>. In the event of breach, the Company may elect to take no action or to exercise some or all contractual remedies and remedies at law or in equity, including, but not limited to:
 - 1. Notify the consultant either in writing or verbally of the breach and providing a notice to cure the breach;
 - 2. Require from the consultant additional assurances of future compliance;
 - 3. Withhold or deny recognition and attendant perks;
 - 4. Assess damages and withhold them from commission payments;
 - 5. Suspend consultant Rights temporarily or permanently;
 - 6. Seek injunctive relief;
 - 7. Terminate the Contract; and
 - 8. Seek damages and associated costs.
- C. <u>Reporting Contract Breaches</u>. If a Consultant observes or is aware of another consultant's violation of any term or condition of the Contract, the observing consultant shall submit a written complaint to the Company's consultant Education & Conduct Department on the applicable form provided by such department. Because of the difficulties of investigating and asserting appropriate remedies for stale claims, any complaint for breach of the terms and conditions of the Contract other than Cross-Company Recruiting must be brought to the Company's attention for review within eighteen (18) months of the start of the alleged violation; Cross-Company Recruiting violations must be brought to the Company's attention within six (6) months of the alleged violation. Failure to report a violation within that time period may result in the Company not pursuing the allegations in order to prevent the consultant Business from being disrupted due to stale claims. However, this policy does not waive the Company's right to investigate and discipline consultants found guilty of the stale claims.
- D. <u>Circumvention of the Contract</u>. The Contract is designed to protect consultants and the Company from the adverse consequences of their violation. Consultants who intentionally circumvent the Contract to accomplish indirectly what is prohibited directly will be disciplined as if the applicable policy or rule had been broken directly. In such circumstances, all of the available remedies as stated above will be available to the Company. The Contract is not intended to give a Consultant the right to enforce the Contract against another consultant directly, or to take any legal action against another consultant.

Section 9 Termination

A. Termination.

- 1. a Consultant may terminate the Contract by failing to renew on the Monthly Subscription Fee required to maintain a consultantship or the acceptance of his or her consultant Agreement or by submitting to the Company in writing a request to terminate with the Self-Termination Form.
- 2. The Company may terminate the Contract if the consultant violates the terms of the Contract and any amendments thereto.
- 3. Upon termination, the Company may in its sole discretion retain the consultantship or dissolve and remove it from the Sponsor and Placement Trees.
- B. <u>Return of Confidential Information</u>. A Consultant must return all confidential Information, including any information derived therefrom, over which he or she has direct or indirect control to the Company upon termination or upon demand of the Company. If any such confidential information cannot be returned because it is in electronic format, the consultant shall permanently delete and erase the confidential Information upon termination or upon demand.

C. Effects of Termination for Breach of Contract.

- 1. a Consultant whose Contract is terminated by the Company must wait one (1) year before applying for a new consultantship. During that time, the consultant can have no Beneficial Interest in any other consultantship. Prior to applying, he or she must first petition the Company through the consultant Education and Conduct department. The petition will include an affidavit that must be signed under penalty of perjury and notarized in which the consultant confirms that he or she has had no Beneficial Interest in any consultantship during the prior one year.
- 2. Upon termination of the Contract, all of the consultant's rights in and to the consultantship and the consultant Business are revoked and terminated. In acknowledgement of the damages the Company has likely suffered and/or will suffer as a result of consultant's breach, including but not limited to, all or any of the following: (i) loss of good will and loss in the value of the Company's confidential and proprietary information and trade secrets; (ii) loss of a portion of the value of the Company's business; and (iii) loss of future profits; consultant consents that any unpaid Commissions may be forfeited to the Company to offset a portion of the damages.
- 3. Upon termination, the Company may in its sole discretion retain the consultantship or dissolve and remove it from the Sponsor and Placement Trees.

- 4. Where the Company elects to terminate a Consultantship in which there is more than one Beneficial Interest holder, the following may apply:
 - a. the departing Beneficial Interest holder(s) must relinquish all rights to, and interests in, the consultantship;
 - b. The Company may not divide or reassign any of the Downline Organization; and
 - c. The Company may not split Commissions between the prior or current Beneficial Interest holders of the consultantship.
- D. Effects of Voluntary Termination by the consultant.
 - 1. The Contract can be voluntarily terminated by a Consultant who is not in breach of the Contract for any reason, at any time, by providing written notice by filing out the Self-Termination Form to the Company signed by all Person(s) listed on the consultant Agreement. The termination is effective on the date the Company receives the written notice, although processing of the termination request may be delayed until the following month if there is current Volume in the consultantship. If a Consultant is in breach of the Contract, he or she cannot voluntarily or unilaterally terminate the Contract until the longer of: (i) the last day of the renewal period of the Contract, or (ii) the last day of the period equal to the amount of time such consultant had been in violation of the Contract prior to the Company's discovery of the breach, but not to exceed one (1) year. In such a case, the Company may elect any and all available remedies for breach of the Contract pursuant to Section 8, and the consultant shall not be entitled to receive any Commissions during such period, as determined by the Company in its sole discretion.
 - 2. Upon termination of the Contract, all of the consultant's rights in and to the consultantship and the consultant Business are revoked and terminated.
 - 3. a Consultant who voluntarily terminates may re-apply for a new consultantship under a new Sponsor no earlier than six (6) months from the date the Company receives written notice of the termination. During this six (6)-month period, the voluntarily terminated consultant is not permitted to participate in any consultant Business or have a Beneficial Interest in any consultantship. Prior to applying, the consultant must first petition the Company. The petition will include an affidavit that must be signed under penalty of perjury and notarized in which the consultant confirms that he or she has had no Beneficial Interest in any consultantship during the prior six (6) months.
 - 4. a Consultant may not terminate voluntarily if the consultantship is not in good standing with the Company, as may be evidenced by, but not limited to, any of the following conditions: (i) a temporary consultantship; (ii) a Consultantship is on hold, suspension or probation; (iii) the consultantship is under investigation, but no formal discipline has taken place; or (iv) notice of intent to terminate has been sent.
- F. <u>Survival</u>. The termination, relinquishment or expiration of the Contract shall not relieve the consultant from obligations that are expressly indicated in the Contract to survive termination or expiration of the Contract.

Section 10 Miscellaneous

- A. Entire Agreement. The Contract contains the entire understanding concerning the subject matter hereof between the Company and the consultant, and is intended as a final, complete, and exclusive expression of the terms of the parties. This Contract supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Contract, are of no force or effect. If there is any discrepancy between verbal representations made to the consultant by any employee or agent of the Company and the terms of the Contract, the express written terms and requirements of the Contract will prevail.
- B. <u>Headings</u>. The section and subsection headings in the Contract are inserted solely as a matter of convenience and for reference, and will not be considered in the construction or interpretation of any provision hereof. Unless the context otherwise specifically requires, all references to sections of the Contract will refer to all subsections thereof.
- C. <u>Modifications by the Company</u>. The Company reserves the right to make any modifications to the Contract, provided that the modifications are communicated by the Company to the consultant at least thirty (30) days prior to taking effect. The Company may communicate these modifications by posting any portion of the modified Contract on the Company's website at www.NinaLaVon.com, or by any other method of communication. The consultant is deemed to have accepted the modification to the Contract if the consultant engages in any consultant Business, renews its consultantship, or accepts Commissions after the thirty (30) day period is ended.
- D. <u>Ambiguities</u>. Ambiguities, if any, in the Contract shall not be construed against any party, regardless of which party may be deemed to have authored the ambiguous provision.
- E. <u>Waiver</u>. Any waiver by the Company of a Consultant's breach of a Contract provision must be in writing and will not be construed as a waiver of any subsequent or additional breach by the consultant. The failure by the Company to exercise any right or privilege under the Contract will not constitute a waiver of that right or privilege.
- F. <u>Severability</u>. If any term or condition of this Contract is judicially invalidated, prohibited, or otherwise rendered unenforceable in any jurisdiction, it is unenforceable only to the extent of the invalid, prohibited or unenforceable provision in that jurisdiction only, and it will not render unenforceable or invalidate any other provision of the Contract, nor will the Contract be rendered unenforceable or invalidated in another jurisdiction. Furthermore, any provision found unenforceable may be partly enforced to the maximum extent enforceable under the law.

- G. <u>Force Majeure</u>. consultant acknowledges that the Company is not liable for any damages or losses caused by the delay or inability to manufacture, sell, or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, acts of God, acts of terrorists, or from any other causes that are beyond the control of the Company.
- H. Governing Law, Arbitration, Injunctive Relief. The State of Georgia is the place of the origin of this Contract and is where the Company accepted the offer of the Applicant to become a Consultant and where the consultant entered into the Contract with the Company. The Contract is therefore to be construed in accordance with the laws of the State of Georgia (without giving effect to any conflict of law provision or rule) as to contracts made and to be wholly performed within the State. Any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business relationships arising between consultants shall be resolved by mandatory, final, binding, non-appealable arbitration in Trion, Georgia, United States of America. There shall be one arbitrator, who shall be impartial, independent, and mutually agreed upon by the parties to the arbitration within seven (7) days following receipt of the written notice for demand for arbitration. If the parties do not reach agreement on a single arbitrator within such seven (7) day period, the parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (except that there shall only be one arbitrator) and shall be governed by Georgia state law, including, but not limited to, the rules pertaining to the discovery process as found in the Georgia Rules of Civil Procedure. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof and enforcement of the judgment shall be governed by Georgia state law. The parties shall equally share the assessed costs associated with the arbitration, including all arbitrator fees. If one party fails to pay its assessed costs, and such failure prevents the timely appointment of an arbitrator or delays ongoing arbitration proceedings, the other party may seek provisional remedies under the Georgia Uniform Arbitration Act, to compel the non-paying party to comply with its payment obligations. Such provisional remedies may be sought in the courts of the State of Georgia, Chattooga County, as the exclusive and sole jurisdiction and venue for such provisional actions, and each party hereby consents to personal jurisdiction and proper venue in those courts for such actions. The failure to pay assessed costs under this Section, and any resulting costs, expenses, or damages resulting from the other party being required to seek provisional relief, shall become an additional claim of the injured party in the underlying arbitration. The parties, AAA, and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose to any other person not directly involved in the arbitration process: (i) the substance of, or basis for, the controversy, dispute, or claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration; or (iii) the terms or amount of any arbitration award. AAA and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The parties agree that before or after a demand for arbitration is made that a party (in addition to any other remedies which it may have and which are hereby exclusively reserved) is entitled to preserve its rights under the Contract by seeking interim injunctive relief (a temporary restraining order, preliminary injunction and all other forms of interim relief available to the party filing the action) without a bond, and that the only venue for any suit shall be in the state courts located in Chattooga County, Georgia or, at the sole discretion of the Company, in the federal court located in Georgia. The parties agree that such suit filed with the court: (a) is not a waiver of the rights of the party who filed the suit to proceed with any demand for arbitration it previously filed, and (b) will not in any way affect the rights of the party filing the suit to thereafter demand arbitration once the interim relief is obtained. The parties expressly waive any objections to personal jurisdiction or venue of such courts and to the arbitration being conducted in Trion, Georgia, United States of America.
- I. <u>Attorneys Fees</u>. If any suit, action, or proceeding is brought to enforce any term or provision of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled.
- J. <u>Successors and Assigns</u>. The Contract will be legal and binding upon and inure to the benefit of the heirs, devisees, executors, administrators, personal representatives, successors, and assigns (as applicable) of the respective parties hereto.
- K. Limitation of Liability. To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "Responsible Parties") shall not be liable for, and the consultant releases Company and its Responsible Parties from and waive all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by consultants as a result of: (i) consultant's breach of the Contract, (ii) the promotion or operation of the consultantship and the consultantship Business; (iii) consultant's incorrect or wrong data or information provided to the Company or its Responsible Parties; or (iv) the consultant's failure to provide any information or data necessary for the Company to operate its business. EACH consultant AGREES THAT THE ENTIRE LIABILITY OF THE COMPANY AND ITS RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THE CONTRACT, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL NOT EXCEED, AND SHALL BE LIMITED TO, THE AMOUNT OF PRODUCTS THE consultant HAS PURCHASED FROM THE COMPANY THAT ARE IN RESALABLE CONDITION.

APPENDIX A

The following defined terms apply throughout the Contract and are capitalized where used:

Applicant	A Person who has submitted a Consultant Application.
Subscription Fee	A Consultant program that authorizes the Company to automatically ship Product to a
Subscription Fee	Consultant on a recurring basis.
Beneficial Interest	A Person is deemed to have a Beneficial Interest in a Consultantship if he/she/it has: (1) any direct or indirect ownership in a Consultantship as an individual, partner, shareholder, member, manager, beneficiary, trustee, officer, director or principal of a Consultantship; (2) has any actual or de facto control over a Consultantship; (3) receives any income directly or indirectly from a Consultantship (other than the receipt of income pursuant to the Compensation Plan by an Upline consultant); (4) receives familial support from a Consultantship; (5) receives spousal support derived from a Consultantship; (6) is a member of the consultant's immediate household; (7) is a spouse or Co-habitant; or (8) has any other similar interest in a Consultantship.
Bona Fide Offer	An arm's length written offer to purchase the consultantship by a Person that is not a Consultant, which the Company, in its sole discretion, determines to be a legitimate offer.
Business Entity	Any type of business association authorized under the laws of the jurisdiction in which it was organized. This includes, but is not limited to, legally formed: corporations, partnerships, trusts, and limited-liability companies.
Co-habitant	An individual who is 18 years of age or older who shares with another person a common residency and marriage-like relationship.
Commissions	Compensation paid to a Consultant based on the Volume of Products sold by the consultant and purchased and/or sold by its Downline Organization. Eligibility to receive Commissions is determined by the monthly sales requirements currently in effect, as outlined in the Compensation Plan.
Company	Nina LaVon, LLC, a Georgia limited liability company, or any lawful assignee, successor, subsidiary, or affiliate regardless of geographic location.
Company Licensed Website	An Internet website approved by the Company in accordance with the provisions of the Policies and Procedures.
Compensation Plan	The specific plan used by the Company that details the requirements and benefits of the compensation structure for consultants. The Compensation Plan can be found at Appendix B to these Policies and Procedures.
Competing Company	A direct selling, network marketing or multi-level marketing company which promotes, sells or distributes any health, nutrition or personal care products set forth.
Confidential Information	Information disclosed to the consultant pursuant to the Contract or information gathered by a Consultant about other consultants in connection with their promotion of Products or sales materials, including, but not limited to, information regarding (i) Downline Organizations or Upline consultants, including consultant names and contact information, Customer information developed by Company or developed for and on behalf of the Company by consultants through consultant meetings, websites, email and/or profile gathering tools, and any other electronic or manual application used by a Consultant or his agent to gather, store, and/or develop any information about consultant profiles, and product purchase information and (ii) customer and consultant profiles, and product purchase information and (ii) customer lists, manufacturing and supplier information, business reports, commission or sales reports, business plans, projections, trade secrets, intellectual property, analyses, and related information and other financial and business information that would be reasonably understood to be confidential and/or give competitive advantage. Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, or other forms, and may be disclosed orally, in writing, by electronic or magnetic media, by visual observation, or by other means.
Contract	The documents describing the specific relationship between a Consultant and the Company, comprising the consultant Agreement, the Statement of Beneficial Interest, the Compensation Plan, the Policies and Procedures, any country or situation-specific addendum(s) thereto, any amendments thereto, and any other written agreement between the consultant and the Company, which documents are incorporated herein by reference.
Cross-Company Recruiting	A violation of the Contract as set forth in the Policies and Procedures.

Cross-line Recruiting	Sponsoring, or a solicitation to Sponsor, indirectly or otherwise, an existing consultant (or
	anyone with a Beneficial Interest in that consultant's consultantship). The Cross-line Recruiting policy applies only to the recruiting of existing consultants and does not apply to Persons who are not consultants of the Company. The Company cannot punish a Consultant who solicits or entices a Person who has not previously been a Consultant, but who has been contacted by another consultant. As with any commercial enterprise, consultants who invest time and money into a Person are taking a risk that the Person may choose to be Sponsored under someone else.
Customer	A non-consultant that purchases Products at the Suggested Retail price.
Date of Sign-up	The date the Company receives and accepts an Applicant's consultant Agreement bearing an original signature or electronic copy of an original signature.
Consultant	A Person currently authorized by the Company to operate a Consultantship. If more than one Person is named on the consultant Agreement, then "consultant" may refer to all Persons collectively.
Consultant Application	The agreement submitted by an Applicant to become a Consultant. In signing the consultant Agreement, an Applicant certifies that he or she has read and will abide by the terms and conditions of the Contract.
Consultant Business	Activities determined at the sole discretion of the Company to be a promotion of the Company's Products or business opportunity. Some of these activities include, but are not restricted to: signing a Consultant Application; advertising, selling or exhibiting Product; hosting, conducting, or speaking at meetings or events (whether hosted by the Company or by a Consultant); purchasing Product at Wholesale prices, exchanging, or returning Products; participating in the Compensation Plan, receiving periodic Company literature and other communications, participation in Company-sponsored support service training, motivational and recognition events; sponsoring new consultants; and/or selling of leads, sales tools, websites, etc. to consultants.
Consultant Rights	The rights of the consultant under the Contract to conduct the consultant Business.
Consultantship	A defined position within the Company's network of consultants that is the subject of the Contract.
Downline Organization	A genealogically structured organization comprised of consultants and their Customers who are below a Consultant in his or her Genealogy. The consultants will have been personally Sponsored (i) by a Consultant and be downline of that consultant through Placement or Sponsorship, or (ii) by those who the consultant has Sponsored or placed through Placement, and their respective Customers, all in a direct chain of consultantships below the consultant.
Electronic Funds Transfer (EFT)	An optional program that authorizes the Company to electronically debit a Consultant's bank account for the amount of an order and renewals fees.
First Product Purchase	The first purchase by a Consultant of any two individual units of Product offered by the Company.
Identification Number	The number issued specifically to an individual or company by the government. Examples include: social security number or employment identification number (EIN).
Initial Order	A Consultant's first Product order purchased with a Consultant Kit.
Person	An individual, a Business Entity, or any other entity with a distinct separate existence, and its successors, heirs, or assigns, as the case may be.
Placement	As a noun: a Consultant who has directly recruited another consultant into his or her Placement Tree (as defined in the Compensation Plan); as a verb: the positioning by a Sponsor of a Consultant in his or her Downline Organization.
Policies and Procedures	The policies and procedures of the Company contained herein, including attachments and addenda, which are incorporated herein by this reference, as the same may be amended from time to time by the Company.
Product	Any good or service that has Volume assigned to it and that is offered by the Company. Sales tools and promotional material are not included in this definition.

Qualified Direct Upline	Regarding the Right of First Refusal, a Consultant's direct Sponsor who is not in violation of the Contract and who the previous month qualified for earnings under the Compensation Plan.
Rank	The current payout qualification level of the consultantship according to the Compensation Plan. The Rank of a Consultant, which will affect the consultant's Commissions calculated from the Genealogy (as defined in the Compensation Plan), may fluctuate monthly and depends on the consultant meeting various qualifications outlined in the Compensation Plan.
Recruiting	Actual or attempted solicitation, enrollment, encouragement, or effort to convince, persuade, or influence in any way, directly, indirectly, or through a third-party (including, but not limited to, the use of a website), another consultant to sell or purchase products or services and/or to enroll or act as an independent consultant, employee, executive, or consultant to or on behalf of another direct selling, network marketing, or multi-level marketing company that operates in any way, conducts business, or has consultants. This conduct constitutes Recruiting even if the consultant's actions are in response to an inquiry or communication made or initiated by another consultant.
Retail Establishment	Any enterprise with a physical location that is not a Service-related Establishment. Examples include, but are not limited to mass market and specialty stores. For purposes of this definition, a Retail Establishment does not include the internet when a Consultant complies with the relevant sections of the Policies and Procedures regarding authorized internet sales and advertising.
Retail Sales	Sales by a Consultant of the Product to his or her Customers.
Right of First Refusal "RFR"	The rights as set forth in the Policies and Procedures.
Sales Tool	Any information, material or product created by the consultant for consultant Business.
Suggested Retail	The price at which the Company suggests consultants sell Products to Customers. The Suggested Retail prices are posted on the Company's website.
Service-related Establishment	An enterprise where the general public typically does not have ready access unless through appointment or membership, and/or where the primary-function of the enterprise is the rendering of professional services rather than selling merchandise. Examples include, but are not limited to private or restricted-access offices, salons, spas, gyms, health clubs, or private associations that may retail some products, but whose primary purpose is to offer a service.
Sponsor	As a noun: a Consultant who has directly recruited another consultant into his or her Downline Organization; as a verb: the act of directly recruiting another consultant into his or her Downline Organization.
Statement of Beneficial Interest	A document required as part of the Contract if an Applicant is applying as a Business Entity. The Statement of Beneficial Interest must list all persons who are partners, shareholders, principals, members, managers, officers, directors, trustees, beneficiaries, or who otherwise have any direct or indirect Beneficial Interest in or control over the Business Entity.
Title	The highest Rank ever achieved by a Consultant that is used for recognition purposes.
Upline	The single-line hierarchy of Sponsors and/or consultants extending upward from a Consultantship.
Volume	A value assigned to a Product for commission purposes.
Wholesale	The price the Company charges consultants for Products.

APPENDIX B

Compensation Plan

The Compensation Plan is the method by which consultants are compensated for their retail sales and personal purchases of the Product, as well as the retail sales and personal purchases of the Product by their Downline Organizations. It also compensates them for the support and training they provide the consultants in their Downline Organizations. The Compensation Plan is part of the Contract between the Company and its consultants. Certain defined terms herein appear in title capital letters. These terms and their definitions are described at the end of this document, in the text of this document, or in the Company Policies and Procedures, which are incorporated herein by reference.

Hostess Rewards			
PARTY	HOSTESS	1/2 OFF	HOSTESS
TOTAL	CREDITS	ITEMS	EXCLUSIVES
\$1,200	\$340	5	2
\$1,100	\$320	5	2
\$1,000	\$300	5	2
\$900	\$180	4	2
\$800	\$160	4	2
\$700	\$140	4	2
\$600	\$120	3	2
\$500	\$100	3	2
\$400	\$40	3	1
\$300	\$30	2	1
\$200	\$0	2	1

Hostess Credits may be used for regular priced items. Credits can not be used for 1/2 off items or Hostess Exclusives. Hostess Exclusives can not be purchased as a 1/2 OFF Item. Parties \$1300 and above, add \$20 Hostess Credits for every \$100.

				Consultant	Benefits						
TITLE	PERSONAL	TEAM	PERSONALLY	PAID AT	PERSONAL	PRODUCT	GEN	GEN	GEN	PROMOTION	
	VOLUME	VOLUME	ENROLLED	DIRECTORS	DIRECTORS COMMISSION		0	1	2	BONUS	
			CONSULTANTS								
Consultant	\$400 (rolling 6 months)				20%	5%					
Director	\$1,500	\$4,000	4		20%	5%	3%	2%		\$1,000	
Senior Director	\$1,500	\$4,000	4	2	20%	5%	5%	3%	0.50%	\$2,000	
Executive Director	\$1,500	\$4,000	4	4	20%	5%	7%	3%	0.75%	\$4,000	

A 20% Commission will be paid when an active Consultant enrolls a new Consultant with a \$1500 Enrollment Pack.

Consultants must remain active including a \$19.95 monthly Subscription Fee to participate in Quarterly Sneak Peek Catalogs as well as receive a Consultant is responsible for shipping fee of Sneak Peek item. The Subscription Fee is set for autopay on the 10th day of each month.pre-chosen Sneak Peek Item from the new catalog. Consultants may self-terminate their Consultant status at any time by canceling their Subscription and submitting a Consultant Self-Termination form. At the time of self-terminate the Consultant resigns their organization to their Upline Active Sponsor. **Personal Commission** is paid on all personal sales down to the next consultant.

Product Credits are earned on personal sales volume for the Consultant hosting her own party. Product Credits can be used on regular priced items including Nina LaVon tools.

Leader Bonus is paid on personal sales volume down to the next consultant as pertains to Title.

Generation Bonus respectfully per title. Generation 0 (G0) on all Consultants & Directors until the next Director G0.

Generation 1 (G1) on all Consultants & Directors who fall below a G0 Director, down to & including the next Director.

Generation 2 (G2) on all Consultants & Directors who are under a G1 Director, down to & including the next Director.

Promotion Bonus is paid out to the Consultant promoting the new rank as well as the Qualified UplineSponsor who is an active Director or higher after 3 consecutive months of maintaining the rank. This is a one time paid bonus.

Team Volume =G0 Volume

			DI	RECTO	DR			
G0	G0	GO		G0		DIRE	CTOR	
		G0	G0		G1	G1	G1	G1
G0 =	3%				G1 =	2%		

DIRECTOR PROMOTION QUALIFICATIONS

A Consultant must meet all requirements within one month to promote to Director:

Submit a minimum of \$1,500 in Personal Volume

Have a minimum of \$4,000 in Team Volume including both Personal Volume and Generation 0 (G0)

Have 4 Personally Enrolled Qualified Consultants

DIRECTOR COMMISSIONS

20% Commission on Personal Sales Volume down to the next Consultant.

5% Product Credits are earned on personal sales volume for the Consultant hosting her own party. Product Credits can be used on regular priced items including Nina LaVon tools.

3% Leader Bonus is paid on Personal Sales Volume down to the next consultant as pertains to Title.

3% Generation 0 (G0) on all Consultants & Directors who fall below a G0 Director, down to & including the next Director

2% Generation 1 (G1) on all Consultants & Directors who fall below a G0 Director, down to & including the next Director

				SEN								
G0		DIRE	CTOR		GO	G0			DIRE	CTOR		
	G1	G1	G1	G1			G1	G1	G1		G1	
										G1	G1	G1
	G0 =	5%				G1 = 3	3%				G2 =	0.5%

SENIOR DIRECTOR PROMOTION QUALIFICATIONS

A Consultant must meet all requirements within one month to promote to Senior Director:

Submit a minimum of \$1,500 in Personal Volume

Have a minimum of \$4,000 in Team Volume including both Personal Volume and Generation 0 (G0)

Have 4 Personally Enrolled Qualified Consultants

Have 2 Personally Enrolled Generation 0 Directors

SENIOR DIRECTOR COMMISSIONS

20% Commission on Personal Sales Volume down to the next Consultant.

5% Product Credits are earned on personal sales volume for the Consultant hosting her own party. Product Credits can be used on regular priced items including Nina LaVon tools.

5% Leader Bonus is paid on personal sales volume down to the next consultant as pertains to Title.

5% Generation 0 (G0) on all Consultants & Directors until the next Director G0

3% Generation 1 (G1) on all Consultants & Directors who fall below a G0 Director, down to & including the next Director

0.5% Generation 2 (G2) on all Consultants & Directors who are under a G1 Director, down to & including the next Director

							EX	ECUT	IVE DI	RECT	OR										
	DIRE	CTOR		G0	DI	RECT	OR		G0			DIRE	DIRECTOR					DIRECTOR			
G1	G1	G1	G1		G1	G1	G1	G1	G0	G0		GI- DI	RECT	OR	G1	G1	G1	G1	G1	G1	G1
									G0		G2	G2	G2	G2							
	G0 = 1	7%				G1 = 3	3%				G2 =	0.75%									

EXECUTIVE DIRECTOR PROMOTION QUALIFICATIONS

A Consultant must meet all requirements within one month to promote to Senior Director:

Submit a minimum of \$1,500 in Personal Volume

Have a minimum of \$4,000 in Team Volume including both Personal Volume and Generation 0 (G0)

Have 4 Personally Enrolled Qualified Consultants

Have 4 Personally Enrolled Generation 0 Directors

EXECUTIVE DIRECTOR COMMISSIONS

20% Commission on Personal Sales Volume down to the next Consultant.

5% Product Credits are earned on personal sales volume for the Consultant hosting her own party. Product Credits can be used on regular priced items including Nina LaVon tools.

7% Leader Bonus is paid on personal sales volume down to the next consultant as pertains to Title.

7% Generation 0 (G0) on all Consultants & Directors until the next Director G0

3% Generation 1 (G1) on all Consultants & Directors who fall below a G0 Director, down to & including the next Director

0.75% Generation 2 (G2) on all Consultants & Directors who are under a G1 Director, down to & including the next Director