

NATURA4EVER NORTH AMERICA

POLICIES AND PROCEDURES v1.0

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

Natura4Ever North America (hereinafter referred to as “Natura4Ever” or simply the “**Company**”) is a values-based company that prides itself on the quality and character of its distributors (“**Distributors**”). The following guidelines help ensure a uniform standard of excellence throughout the Natura4Ever sales organization, and ensures that every Distributor knows and understands the kind of ethical behavior expected of them when conducting business, accruing retail customers (“**Customers**”), and building a downline of Distributors through the sale of incredible dietary supplements:

- A. In the spirit of mutual respect and understanding, Company is committed to the following:
 - I. Providing prompt, professional and courteous service and communications to all of its Customers and Distributors;
 - II. Providing the utmost and high-level quality products, at fair and reasonable prices;
 - III. Exchanging or refunding the purchase price of any product(s) or service(s) as provided herein;
 - IV. Timely delivering orders in an accurate fashion;
 - V. Paying the correct commissions in a prompt fashion;
 - VI. Expediting orders or checks if an error or unreasonable delay occurs;
 - VII. Rolling out new products and programs with Distributor input and planning;
 - VIII. Implementing changes in the Compensation Plan or Policies and Procedures with Distributor input;
 - IX. Supporting, protecting and defending the integrity of the Nautra4Ever sales opportunity; and
 - X. Offering Distributors an opportunity to grow with and alongside the Company.
- B. In return, Company expects its Distributors to commit to:
 - I. Conducting themselves in a professional, honest, and considerate manner;

NATURA4EVER NORTH AMERICA

- II. Presenting Corporate and product information in an accurate and professional manner;
- III. Presenting the Compensation Plan and return policy in a complete and accurate manner;
- IV. Refraining from the use or utterance(s) of any exaggerated income claims (as further defined herein);
- V. Making reasonable effort(s) to support Customers and train downline Distributors;
- VI. Refraining from crossline recruiting, unhealthy competition or unethical business practices;
- VII. Providing positive assistance to Customers and guidance/training to downline Distributors – all while exercising caution to avoid interference with another Distributor’s downline. As such, a Distributor should not provide crossline support to another Customer or training to another Distributor in a different organization without first obtaining consent of the Customer’s/Distributor’s upline leader;
- VIII. Supporting, protecting and defending the integrity of the Company sales opportunity; and
- IX. Accurately completing and submitting the Distributor Application & Agreement, along with any requested supporting documentation, in a timely manner.

1.2 Company Policies and Compensation Plan Incorporated into the Distributor Agreement

Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Natura4Ever North America Distributor Application & Agreement, these Policies and Procedures, and the Natura4Ever North America Compensation Plan. It is the responsibility of the Sponsoring Distributor to provide the most current version of these Policies and Procedures (available on the Company website) and the Natura4Ever North America Compensation Plan to each applicant prior to his, her and/or its execution of the Distributor Agreement.

1.3 Purpose of Policies

- A. The Company is a direct sales company that markets dietary supplements through a network of business owners. To clearly define the relationship that exists between you

NATURA4EVER NORTH AMERICA

and the Company, as well as to explicitly set a standard for acceptable business conduct, Company now puts forth these Policies and Procedures.

- B. Company Distributors are required to comply with all of the following: (i) all of the terms and conditions set forth in the Distributor Application & Agreement, which the Company may amend from time to time in its sole discretion; (ii) all federal, state, and/or local laws governing his, her and/or its Company business; and (iii) these Policies and Procedures.
- C. Company Distributors must review the information in these Policies and Procedures carefully. Should you have any questions regarding a policy or rule, you should first seek an answer from your upline Sponsor. If further clarification is needed, contact the Company Customer Service Department for assistance.

1.4 Changes, Amendments, and Modifications

- A. Because federal, state and local laws, as well as the business environment, periodically change, Company reserves the right to amend the Agreement and the prices in the Company Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official Company Materials. ***This provision does NOT apply to the arbitration clause found in Section 13, which can only be modified via mutual consent.***
- B. Any such amendment, change, or modification shall be effective immediately upon notice by any one of the following methods:
 - I. Posting on the official Corporate website;
 - II. Electronic mail (e-mail); or
 - III. In writing through Company newsletters or any other Corporate communication channels.

1.5 Delays

Company shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and/or weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective as of February 25, 2020 (“Effective Date) and, at such time, shall automatically supersede any prior Policies and Procedures (the “Old Policies and Procedures”). On the Effective Date, the old Policies and Procedures cease to have any force or effect.

NATURA4EVER NORTH AMERICA

2.0 BASIC PRINCIPLES

2.1 Becoming a Natura4Ever North America Distributor

- A. To become a Distributor, you must comply with the following requirements:
 - I. Be of the age of majority (not a minor) in your state of residence;
 - II. Reside or have a valid address in the United States, or U.S. territory;
 - III. Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number, ITIN, etc.);
 - IV. Submit a properly completed and signed Distributor Application & Agreement to the Company;
 - V. Not be a Natura4Ever North America employee, an employee of a Natura4Ever North American supplier, the spouse of a Natura4Ever North America employee or related to an employee of the Company AND living in the same household as such employee; and
 - VI. Submit a nominal enrollment fee or purchase a pack*.

*Please note that the purchase of a Pack includes a nominal enrollment fee, but this fee is separated out and non-commissionable.

2.2 New Distributor Registration

- A. A prospective Distributor may self-enroll on his, her or its Sponsor's website. In such event, instead of a physically signed Distributor Agreement, the Company will accept the web-enrollment of said prospect by way of his, her or its "electronic signature." An electronic signature signifies that the new Distributor has accepted the terms and conditions of the Distributor Application & Agreement. Please note that such electronic signature constitutes a legally binding agreement between you and the Company.
- B. Company reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested by the Company, you must submit an executed hard copy of the Distributor Application & Agreement within five (5) business days of enrollment.
- D. Signed documents, including, but not limited to, Distributor personal agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a

NATURA4EVER NORTH AMERICA

document has been signed may lead to sanctions, up to and including involuntary termination of the Distributor's position and business.

2.3 Rights Granted

- A. Company hereby grants to you as a Distributor a non-exclusive right, based upon the terms and conditions contained in the Distributor Agreement and these Policies and Procedures, to:
 - I. Purchase, promote and sell Company products and services; and
 - II. Sponsor and sell to other Customers and Distributors in the United States and in countries where Company may become established after the Effective Date of these Policies and Procedures.

2.4 Identification Numbers

Each Distributor is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to Natura4Ever North America on the Distributor Application & Agreement. The Company reserves the right to withhold commission payments from any Distributor who fails to provide such information or who provides false information. Upon enrollment, the Company will provide a Company Identification Number to you. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewal, Involuntary Cancellation, and/or Expiration of the Distributor Agreement

- A. If you allow your Distributor Agreement to expire due to nonpayment of the annual renewal fee, you will lose any and all rights to your downline organization unless re-activation occurs within thirty (30) days following the expiration of the Agreement.
- B. If the inactive Distributor re-activates within the thirty (30) day-time limit, he, she or it will resume the rank and position held immediately prior to the expiration of the Agreement. However, a Distributor's paid as level will not be restored unless he, she and/or it (an entity) qualifies at that payout level in the new month. The Distributor is not eligible to receive commissions for the time period during which his, her or its business was expired.
- C. Any Distributor who was terminated or whose Agreement has expired and lapsed the thirty (30) day grace period is not eligible to re-apply for a Company business for six (6) months following the expiration of the Distributor Agreement.
- D. The downline of the expired Distributor will roll up to the immediate, active upline Sponsor.

2.6 Business Entities

NATURA4EVER NORTH AMERICA

- A. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity”) may apply to be a Natura4Ever North America Distributor. This Distributor business and position will remain *temporary* until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. Company must receive these documents within five (5) business days from the date of the Distributor Agreement’s execution.
- A. A Company Distributor may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

2.7 Independent Business Relationship; Indemnification for Actions

- A. A Company Distributor is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Distributor’s success depends on his or her independent efforts.
- B. The Agreement between Natura4Ever North America and you does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and you.
- C. A Distributor shall not be treated as an employee of Natura4Ever North America for any purposes, including, without limitation, for federal or state tax purposes. All Distributors are responsible for paying local, state and federal taxes due from all compensation earned as a Distributor of Company. Any other compensation received by Distributors from Natura4Ever North America will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Distributor has no express or implied authority to bind Company to any obligation or to make any commitments by or on behalf of the Company. Each Distributor, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation and sale, so long as he, she or it complies with the terms of the Distributor Agreement, these Policies and Procedures and applicable state and federal laws.
- D. Company Distributors are fully responsible for all of their own verbal and written communications made regarding Company products, services, and the Compensation Plan that are not expressly contained within official Company materials. Distributors shall indemnify and hold harmless Company, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by the Company as a result of the Distributor’s unauthorized representations or actions. This Provision shall survive the termination of the Company Distributor Application & Agreement.

NATURA4EVER NORTH AMERICA

2.8 Errors or Questions

If a Distributor has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Distributor must notify the Company in writing within thirty (30) days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived by the Distributor.

3.0 RESPONSIBILITIES OF A NATURA4EVER NORTH AMERICA DISTRIBUTOR

3.1 Correct Addresses

- A. It is the responsibility of a Distributor/Customer to make sure Company has the correct shipping address before any orders are shipped.
- B. A Distributor/Customer will need to allow up to thirty (30) days for processing after the notice of address change has been received by the Company.
- C. A Distributor/Customer may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

- A. Any Distributor who Sponsors another Distributor into Natura4Ever North America must perform an authentic assistance and training function to ensure those in their downline are properly operating their Company business. Sponsoring Distributors should have ongoing contact and communication with the Distributors in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, e-mail, personal meetings, accompaniment of downline Distributors to Company meetings, training sessions and any other related functions.
- B. A Sponsoring Distributor should monitor the Distributors in their downline organizations to ensure that downline Distributors do not make improper product or business claims, or engage in any illegal or inappropriate conduct.
- C. Upline Distributors are encouraged to motivate and train new Distributors about Company's products and services, effective sales techniques, the Company Compensation Plan and compliance with these Policies and Procedures.
- D. Promoting product is a required activity in Company and must be emphasized in all recruiting presentations. In fact, the Company emphasizes that all Distributors sell Company's products and services to Customers in order to receive a commission payment.

NATURA4EVER NORTH AMERICA

- E. Use of Sales Aids. To promote both the products and the opportunity Company offers, Distributors must use the sales aids and support materials produced by the Company. If Distributors develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding any good intentions, they may unintentionally violate any number of statutes or regulations affecting the Natura4Ever North America business. These violations, although they may be relatively few in number, could jeopardize the Company sales opportunity for all Distributors. Accordingly, Distributors must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the Distributor receives specific written approval to use the material, the request shall be deemed denied. All Distributors shall safeguard and promote the good reputation of Company and its products. The marketing and promotion of the Company, the Company's sales opportunity, the Compensation Plan, and Company products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.3 Constructive Criticism; Ethics

- A. Company desires to provide its independent Distributors with the best products and services and Compensation Plan in the industry. Accordingly, the Company values constructive criticism and encourages the submission of written comments addressed to the Company Compliance Department.
- B. A Distributor's negative or disparaging comments about Company, its products or Compensation Plan, and made to Company, other Distributors in the Field or at Company meetings or events, serve no purpose other than to dampen the enthusiasm of other Company Distributors. Company Distributors must not belittle the Company, Company Distributors, Company products or services, the Compensation Plan, or Corporate directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by the Company.
- C. All Distributors should have a work environment free from harassment, intimidation, and abuse from other Distributors, employees, vendors, and any other individuals associated with the Company opportunity. At Natura4Ever North America, harassment of any kind will not be tolerated and is strictly prohibited, such as: derogatory or threatening comments, inappropriate sexual behavior including but not limited to unwelcome sexual advances or requests for sexual favors, displaying visual images of a sexual nature, physical or verbal harassment, or violent behavior. All are encouraged to report any type of harassment incidents immediately. Company will not tolerate acts or threats of violence and will investigate all reports. As a Distributor, you have a responsibility to act when you are aware of a threat or risk to anyone associated with the Natura4Ever North America opportunity.
- D. Natura4Ever North America endorses the following code of ethics:**

NATURA4EVER NORTH AMERICA

- I. A Company Distributor must show fairness, tolerance, and respect to all people associated with Natura4Ever North America, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
 - II. A Distributor shall strive to resolve business issues, including situations with upline and downline Distributors, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
 - III. Distributors must be honest, responsible, professional and conduct themselves with integrity.
 - IV. Company Distributors shall not make disparaging statements about Natura4Ever North America, other Distributors, Company employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.
- E. Company may take appropriate action against a Distributor if it determines, in its sole discretion, that a Distributor’s conduct is detrimental, disruptive, or injurious to the Company or to other Company Distributors.

3.4 Reporting Policy Violation

- A. A Distributor who observes a policy violation by another Distributor should submit an email to the Compliance Department at compliance_us@natura4ever.com. The letter shall set forth the details of the incident as follows:
 - I. The nature of the violation;
 - II. Specific facts to support the allegations;
 - III. Dates;
 - IV. Number of occurrences;
 - V. Persons involved; and
 - VI. Supporting documentation
- B. Once the matter has been presented to Company, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.
- C. This section refers to the general reporting of policy violations as observed by other Distributors for the mutual effort to support, protect, and defend the integrity of the

NATURA4EVER NORTH AMERICA

Company business and sales opportunity. If a Distributor has a grievance or complaint against another Distributor which directly relates to his or her Company business, the procedures set forth in these Policies must be followed.

3.5 Sponsorship

- A. The Sponsor is the person who introduces a Customer or Distributor to Natura4Ever, helps them complete their enrollment, and supports (and in the case of a downline Distributor trains) them.
- B. Natura4Ever North America recognizes the Sponsor as the name(s) shown on the first:
 - I. Physically signed Company Distributor Agreement on file; or
 - II. Electronically signed Distributor Agreement from a website or a Company Distributor's website.
- C. A Distributor Agreement that contains notations such as "by phone" or the signatures of other individuals (i.e. Sponsors, spouses, relatives, or friends) is not valid and will not be accepted by the Company.
- D. The Company recognizes that each new prospect has the right to ultimately choose his, her or its own Sponsor, but Company will not allow Distributors to engage in unethical sponsoring activities.
- E. All active Distributors in good standing have the right to Sponsor and enroll others into the Company. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Distributor will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Distributor who presented a comprehensive introduction to Company products or the Company sales opportunity.
- F. A *Protected Prospect* is a guest of any Company Customer or Distributor who attended a Company event or conference call. For sixty (60) days following the event, a Protected Prospect cannot be solicited or sponsored by any other Company Distributor who attended the same event. A Company event can be defined as the following:
 - I. Any Company training session;
 - II. Conference call;
 - III. Fly-in meeting; or

NATURA4EVER NORTH AMERICA

- IV. Presentation, including but not limited to a Company at home presentation, whether sponsored by Company, a Distributor, a Customer, or an agent or agency designated by Company.

3.6 Cross Sponsoring Prohibition

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Distributor Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Company, sanctions up to and including termination of a Distributor’s position may be imposed.
- B. The use of a Spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this Policy is not permitted.
- C. This Policy does not prohibit the transfer of a Company business in accordance with the Natura4Ever North America Sale or Transfer Policy set forth in these Policies.

3.7 Adherence to the Natura4Ever North America Compensation Plan, Laws and Ordinances

- A. A Distributor must adhere to the terms of the Natura4Ever North America Compensation Plan as set forth in these Policies and Procedures as well as in official Company literature. Deviation from the Compensation Plan is prohibited.
- B. A Distributor shall not offer the Company sales opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Company literature.
- C. A Distributor shall not require or encourage a current or prospective Customer or Distributor to participate in Company in any manner that varies from the Compensation Plan as set forth in official Company literature.
- D. A Distributor shall not require or encourage a current or prospective Customer or Distributor to make a purchase from or payment to any individual or other entity as a condition to participating in the Natura4Ever North America Compensation Plan, other than such purchases or payments required to naturally build their business.
- E. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Distributors because of the nature of the business. However, Distributors must check their local laws and obey the laws that do apply to them.
- F. A Distributor shall comply with all federal, state and local laws and regulations in their conduct of his, her or its Company business.

3.8 Compliance with Applicable Income Tax Laws

- A. Company will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US Distributor whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Company products for resale, or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Distributor, and a minimum charge of \$20 may be assessed by the Company.
- B. A Distributor accepts sole responsibility for and agrees to pay all federal, state and local taxes on any income generated as a Distributor, and further agrees to indemnify Company from any failure to pay such tax amounts when due.
- B. If a Distributor's business is tax exempt, the Federal Tax Identification number must be provided to the Company in writing.
- D. Company encourages all Distributors to consult with a tax advisor for additional information for their business.

3.9 One Natura4Ever North America Business Per Distributor

A Distributor may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, **in only one (1) Natura4Ever North America business**. No individual may have, operate or receive compensation from more than one Company business. Individuals of the same family unit may each enter into or have an interest in their own separate Company businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

3.10 Actions of Household Members or Affiliated Parties

If any member of a Distributor's immediate household engages in any activity which, if performed by the Distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Distributor and Company may take disciplinary action pursuant to these Policies and Procedures against the Distributor. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Company may take disciplinary action against the Business Entity. Likewise, if a Distributor enrolls in Company as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

3.11 Solicitation for Other Companies or Products

NATURA4EVER NORTH AMERICA

- A. A Company Distributor may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the Term of this Agreement and for one (1) year thereafter, a Company Distributor may not recruit any Company Customers/Distributors for any other direct sales or network marketing business, unless said Customers/Distributors were personally sponsored by such Distributor.
- B. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Customer/Distributor to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Distributor’s actions are in response to an inquiry made by another Customer/Distributor.
- C. However, you may sell *non-competing* products or services to Company Customers/Distributors. Specifically, a non-competing company is defined as a Network Marketing company that does NOT sell dietary supplement products and other health and wellness products.
 - I. Due to the visibility of our higher-ranking Distributors, Company Distributors at the rank of Emerald or above agree not to participate in **any** Network Marketing or party plan company, regardless if the company sells competing products or not.
- D. A Distributor may not display or bundle Company products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Distributor into believing there is a relationship between the Company and non-Company products and services.
- E. A Distributor may not offer any non-Company sales opportunity, products or services at any Company-related meeting, seminar or convention, or immediately following a Company event.
- F. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between the Company and you and would inflict irreparable harm on Company. In such event, Company may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Distributor’s business or such Distributor’s position including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.12 Presentation of the Natura4Ever North America Opportunity

- A. In presenting the Company sales opportunity to potential Customers and Distributors, a Distributor is required to comply with the following provisions:

NATURA4EVER NORTH AMERICA

- I. A Distributor shall not misquote or omit any significant material fact about the Compensation Plan.
- II. A Distributor shall make it clear that the Compensation Plan is based upon sales of Company products and services and upon the sales of downline Distributors.
- III. A Distributor shall make it clear that success can be achieved only through substantial independent efforts.
- IV. A Distributor shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Company sales opportunity or Compensation Plan to prospective Customers/ Distributors.
- V. A Distributor may not make any claims regarding products or services of any products offered by Company, except those contained in official Company literature.
- VI. A Distributor may not use official Company material to promote the Company sales opportunity in any country where the Company has not established a “presence.”
- VII. A Distributor may not represent that one can be successful in the Company opportunity without diligently applying themselves. Examples of misrepresentations include, but are not expressly limited to, the following:
 - You don’t have to sell anything.
 - An upline Distributor will do the work for you.
 - Your upline will build your organization for you.
 - The Company does all the work for you.
 - All you need to do is purchase products every month to stay active.
- VIII. In an effort to conduct best business practices, Natura4Ever North America has developed the Income Disclaimer Statement (“IDS”). The Company IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Company Distributors earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Distributors.

A copy of the IDS must be presented to a prospective Distributor anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) includes but is not limited to the following: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one

NATURA4EVER NORTH AMERICA

Distributor earned over a million dollars last year” or “Our average-ranking Distributor makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher-ranking Distributors is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

3.13 Sales Requirements are Governed by the Compensation Plan

- A. Company Distributors may purchase Company products and only re-sell them at the price specified by Company on a per product basis. The Company will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Company business.
- B. The Company program is built on sales to the ultimate consumer. Company encourages its Distributors to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Distributors must never attempt to influence any other Distributor to buy more products than they can reasonably use or sell to retail Customers in a month.
- C. ***Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited.*** Company retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.
- D. Distributor(s) may not purchase additional product unless Distributor(s) can verify to the Company he, she or it has sold at least 50% of their personal inventory.

3.14 Harassment

Company is committed to providing Distributors with a work environment free from harassment, intimidation, and abuse from other Distributors, employees, vendors, and any other individuals in the workplace. At the Company, harassment of any kind will not be tolerated and is strictly prohibited, such as: derogatory or threatening comments, inappropriate sexual behavior including but not limited to unwelcome sexual advances or requests for sexual favors, displaying visual images of a sexual nature, physical or verbal harassment, or violent behavior. Distributors are encouraged to report any type of harassment incidents immediately. **The Company will not tolerate acts or threats of violence and will investigate all reports.** You have a responsibility to act when you are aware of a threat or risk to any of our sales force.

4.0 ORDERING

4.1 General Order Policies

- A. “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes but is not limited to: (i) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; (ii) the fraudulent

NATURA4EVER NORTH AMERICA

enrollment of an individual or entity as a Distributor or Customer; (iii) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Distributors or Customers (“phantoms”); (iv) purchasing Company products or services on behalf of another Distributor or Customer, or under another Distributor’s or Customer’s ID number, to qualify for commissions or bonuses; (v) purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or (vi) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

A Distributor shall not use another Distributor’s or Customer’s credit card or debit checking account to enroll in Company or purchase products or services without the account holder’s *written permission*. Such documentation must be kept by the Distributor indefinitely in case the Company needs to reference this.

- B. Regarding an order with an invalid or incorrect payment, Company will attempt to contact the Distributor by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after ten (10) business days, the order will be canceled.
- C. If a Distributor wants to move an order to another Distributor’s position, he, she or it must have prior authorization, of all parties involved. Company will charge the Distributor a \$20 fee for processing.
- D. Prices are subject to change without notice.
- E. A Distributor or Customer who is a recipient of a damaged or incorrect order must notify Company within thirty (30) calendar days from receipt of the order and follow the procedures as set forth in these Policies.

4.2 Insufficient Funds

- A. Any outstanding balance owed to the Company by a Distributor or Customer of the Distributor from insufficient fund fees (ACH) will be withheld by Company from a Distributor’s future bonus and commission checks.
- B. All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Distributor, constitute grounds for disciplinary sanctions.
- C. If a credit card order or automatic debit is declined the first time, the Customer or Distributor will be contacted for an alternate form of payment. If payment is declined a second time, the Customer or Distributor may be deemed ineligible to purchase Company products or services or participate in the monthly auto ship.

4.3 Sales Tax Obligation

- A. The Distributor shall comply with all state and local taxes and regulations governing the sale of Company products and services.
- B. Company will collect and remit sales tax on Distributor orders unless Distributor furnishes the Company with the appropriate Resale Tax Certificate form. When orders are placed with the Company, sales tax is prepaid based upon the suggested retail price. The Company will remit the sales tax to the appropriate state and local jurisdictions. The Distributor may recover the sales tax when he, she or it makes a sale. Distributors are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. The Company encourages each Distributor to consult with a tax advisor for additional information for his or her business.

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications, Computations, and Discrepancies

- A. A Distributor must be active (as defined in the Compensation Plan) and in compliance with Company Policies and Procedures to qualify for bonuses and commissions. So long as a Distributor complies with the Terms of the Agreement, the Company shall pay commissions to such Distributor in accordance with the Compensation Plan.
- B. Company will not issue a payment to a Distributor without the receipt of a completed and signed Company Distributor Agreement or Electronic Authorization.
- C. Company reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$50.
- D. A Company Distributor must review his, her or its monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the 30-day “grace period,” no additional requests will be considered for commission recalculations.
- E. For additional information on payment of commissions, please review the Compensation Plan.

5.2 Adjustments to Bonuses and Commissions for Returned Products

- A. A Distributor receives bonuses and commissions based on the actual sales of products and services to end consumers and to Distributors through product and service purchases. When a product or service is returned to the Company for a refund from the end consumer or by a Distributor, the bonuses and commissions attributable to the

NATURA4EVER NORTH AMERICA

returned product or service will be deducted from the Distributor who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.

- B. In the event that a Distributor terminates his, her or its business/position, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by the Company, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Company to the terminated Distributor.

6.0 SATISFACTION GUARANTEED, RETURN OF SALES AIDS, AND STARTER KIT REFUND

Natura4Ever North America offers a one hundred percent (100%) thirty (30) day money back guarantee for all Customers. If a Customer purchased a product or service and is not satisfied with the product or service, the Customer may request a refund from their Distributor.

If you as a Distributor are not 100% satisfied with our products, you may return the items for a refund so long as: (i) neither you nor the Company has terminated the Agreement; (ii) the products or services were purchased within twelve (12) months; and (iii) the products remain in Resalable Condition (as defined in these Policies' Glossary of Terms). The refund shall be ninety percent (90%) of the purchase price. Shipping and handling charges incurred will not be refunded.

Upon cancellation of the Agreement, the Distributor may return all generic sales aids purchased within one (1) year from the date of cancellation for a refund if he, she or it is unable to sell or use the merchandise. A Distributor may only return sales aids he, she or it personally purchased from the Company under his, her or its Distributor Identification Number, and which are in Resalable Condition. Any custom orders of printed sales aids (i.e., business cards, brochures, etc.) whereon the Distributor's contact information is imbedded or hard printed, or has been added by the Distributor, are not able to be returned in Resalable Condition thus are nonrefundable. Upon the Company's receipt of the products and sales aids, the Distributor will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same credit card account. The Company shall deduct from the reimbursement paid to the Distributor any commissions, bonuses, rebates or other incentives received by the Distributor which were associated with the merchandise that is returned.

A Distributor may request a refund on his, her or its enrollment fee if such request is made within three (3) days from the date of enrollment.

6.1 Return Process

- A. All returns, whether by either a Customer or Distributor, must be made as follows:
 - I. To initiate a return, you must send email to support_us@natura4ever.com;

NATURA4EVER NORTH AMERICA

- II. Ship items to the address provided by Company Customer Service when you are given your return authorization.
 - III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the return authorization and include the reason for the return.
 - IV. Ship back product in manufacturer's box exactly as it was delivered.
- B. All returns must be shipped to Company pre-paid, as the Company does not accept shipping collect packages. Company recommends shipping returned product by UPS or FedEx with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Customer or Distributor. If returned product is not received at Company Distribution Center, it is the responsibility of the Customer or Distributor to trace the shipment and no credit will be applied.
- C. The return of \$300 or more of products accompanied by a request for a refund within one (1) calendar year by a Distributor may constitute grounds for involuntary termination.

7.0 PRIVACY POLICY

7.1 Introduction

This Privacy Policy is to ensure that all Customers and Distributors understand and adhere to the basic principles of confidentiality.

7.2 Expectation of Privacy

- A. Company recognizes and respects the importance its Customers and Distributors place on the privacy of their financial and personal information. Therefore, the Company will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers' and Distributors' financial and account information and nonpublic personal information. For more information about Company's attitude towards privacy, please see the Company Privacy Policy on our website.
- B. By entering into the Distributor Agreement, you authorize Company to disclose your name and contact information to upline Distributors solely for activities related to the furtherance of the Company business. A Distributor hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his, her or its downline organization and conducting the Company business.

7.3 Employee Access to Information

Company limits the number of employees who have access to Customer's and Distributor's nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

Company will not share non-public personal information or financial information about current or former Customers or Distributors with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers' or Distributors' interests or to enforce its rights or obligations under these Policies and Procedures, or Distributor's Agreement or with written permission from the accountholder on file.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

By completing and signing the Natura4Ever North America Distributor Agreement, you acknowledge that Business Reports, lists of Customer and Distributor names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by the Company pertaining to the business of Company (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Company.

8.2 Obligation of Confidentiality

During the Term of the Distributor Agreement and for a period of five (5) years after the termination or expiration of the Agreement between you and the Company, you shall not:

- I. Use the information in the Reports to compete with the Company or for any purpose other than promoting your Company business;
- II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

8.3 Breach and Remedies

The Distributor acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to the Company and to independent Company businesses. The Company and its Distributors will be entitled to injunctive relief or to recover damages against any Distributor who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs and expenses.

8.4 Return of Materials

NATURA4EVER NORTH AMERICA

Upon demand by the Company, any current or former Distributor will return the original and all copies of all “Reports” to the Company together with any Company confidential information in such person’s possession.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

9.1 Labeling, Packaging, and Displaying Products

- A. A Company Distributor may not re-label, re-package, refill, or alter labels of any Company product, or service, information, materials or program(s) in any way. Company products and services must only be sold in their original containers from Company. Such re-labeling or re-packaging violates federal and state laws, which may result in criminal or civil penalties or liability.
- B. A Distributor may sell Company products and services and display the Company trade name at any appropriate display booth (such as trade shows) by adhering to the following guidelines:
 - I. It is the responsibility of the Distributor to check with the event to make sure there are no other Company representatives at the event.
 - II. Only one Distributor may display at an event.
 - III. Any display graphics, tents, table clothes, flags or other event displays must follow the Company’s style guide and branding. Approved event booth supplies may be purchased from the Company.
- C. Company reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Company sales opportunity.

9.2 Use of Company Names and Protected Materials

- A. A Company Distributor must safeguard and promote the good reputation of Company and the products and services it markets. The marketing and promotion of the Company, the Company sales opportunity, the Compensation Plan, and Company products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. All promotional materials supplied or created by Company must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Company Compliance Department.

NATURA4EVER NORTH AMERICA

- C. The name of Company, each of its product and service names and other names that have been adopted by Company in connection with its business are proprietary trade names, trademarks and service marks of Company. As such, these marks are of great value to the Company and are supplied to Distributors for their use only in an expressly authorized manner.
- D. A Company Distributor's use of the name "Natura4Ever North America" is restricted to protect Company proprietary rights, ensuring that the Company protected names will not be lost or compromised by unauthorized use. Use of the Company name on any item not produced by the Company is prohibited except as follows:
 - I. [Distributor's name] Natura4Ever North America Distributor, [Rank is Optional].

As an example, this would appear as follows:

- I. Sharon Stuckie, Natura4Ever North America Distributor, [Rank]
- E. Further procedures relating to the use of the Company name are as follows:
 - I. All stationary (i.e. letterhead, envelopes, and business cards) bearing the Natura4Ever North America name or logo intended for use by the Distributor must be approved in writing by the Company Compliance Department.
 - II. Company Distributors may not use the name "Natura4Ever North America" or "Natura4Ever," or "Natura4Ever Corporate" in answering the telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Distributor of Natura4Ever North America." Similarly, a Distributor should not use "Home Office," "Corporation," or any other term or phrase that implies Corporate headquarters in a third-party website.
- F. Certain photos and graphic images used by Company in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Distributors. If a Distributor wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. A Company Distributor shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Company or its programs, products or services without prior written permission from the Company Compliance Department. Similarly, a Distributor may not produce for sale or distribution any Company event or speech, nor may a Distributor reproduce Company audio or video clips for sale or for personal use without prior written permission from the Company Compliance Department.

NATURA4EVER NORTH AMERICA

- H. Company reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Distributor.
- I. A Distributor shall not promote non-Company products or services in conjunction with Company products or services on the same websites or same advertisement without prior approval from the Company Compliance Department.
- J. Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Company may not be made except those contained in official Company literature. In particular, no Distributor may make any claim that Company products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Company policies, but also they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.
 - I. As a Distributor, you should only make product claims as the ones found on Company product labeling, Company advertisements, or Official Company Materials. Per the Dietary Supplement Health and Education Act of 1994 (DSHEA), only Structure/Function, Qualified Health, and Nutrient Content Claims may be made regarding dietary supplements. Therefore, the mentioning of ANY disease in conjunction with any Company dietary supplement is NOT compliant and cannot be tolerated.
 - II. Personal health testimonials regarding Company products posted on any company-sponsored, as well as personal social media platforms, are considered by the Food and Drug Administration to be product claims and therefore, subject to DSHEA regulations. Please take care to represent our products truthfully and accurately. Even though you or someone you know may have a specific experience with a specific disease, and even if a claim is a direct quote, it must adhere to these guidelines in order to be compliant and approved for use.

9.3 Faxes and E-mail Limitations

- A. Except as provided in this section, a Distributor may not use or transmit unsolicited faxes, email, mass email distribution, or “spamming” that advertises or promotes the operation of his or her Company business. The exceptions are:
 - I. Faxes or e-mailing any person who has given prior permission or invitation;
 - II. Faxing or e-mailing any person with whom the Distributor has established a prior business or personal relationship.

NATURA4EVER NORTH AMERICA

- B. In all states where prohibited by law, an Distributor may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- C. All faxes, e-mail or computer broadcasted documents subject to this provision shall include each of the following:
 - I. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
 - II. A clear return path or routing information;
 - III. The use of legal and proper domain name;
 - IV. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
 - V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - VI. The true and correct name of the sender, valid senders’ fax or e-mail address, and a valid sender physical address;
 - VII. The date and time of the transmission;
 - VIII. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a Company Distributor shall not transmit any further documents to that recipient.
- D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
 - I. Use of any third-party domain name without permission;
 - II. Sexually explicit materials.

9.4 Internet and Third-Party Website Restrictions

- A. An Distributor may not use or attempt to register any of Company’s trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company’s name or any derivative thereof, for any purpose including, but not

NATURA4EVER NORTH AMERICA

limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.

- B. Except with a pre-approved Shopify account, a Company Distributor may not sell Company products, services or offer the sales opportunity using “online auctions,” such as eBay®, or “online marketplaces” like Etsy and Amazon. Distributors may not enlist or knowingly allow a third party to sell Company products on online auctions or online marketplaces.
- C. All Distributors may have one (1) approved third-party website. A third-party website is a Company-approved personal website that is hosted on non-Company servers and has no affiliation with the Company. Any Distributor who wishes to develop their own third-party website must submit a properly completed third-party website Application and Agreement along with the proper website registration fee and receive Company’s prior written approval before going live with said site. Third-party websites may be used to promote your business and Company’s products so long as the website adheres to Company’s advertising policies. Moreover, no orders may be placed through third-party websites, and no enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following:
 - a. Identify yourself as a Distributor for Company;
 - b. Use only the approved images and wording authorized by Company;
 - c. Adhere to the branding, trademark, and image usage policies described in this document.
 - d. Adhere to any other provision regarding the use of a third-party website described in this document;
 - e. Agree to give the Compliance Department at Company access to the third-party website and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access.
 - f. Agree to modify your website to comply with current or future Company policies.
- D. All marketing materials used on a Distributor’s third-party website must be provided by Company or approved in writing by the Company.
- E. To avoid confusion, the following three elements must also be prominently displayed at the top of every page of your third-party website:
 - 1. The Natura4Ever North America Distributor Logo
 - 2. Your Name and Title
 - 3. Natura4Ever North America Corporate Website Redirect Button
- F. A Distributor may not use third-party sites that contain materials copied from corporate sources (such as Company brochures, CDs, videos, tapes, events, presentations, and

NATURA4EVER NORTH AMERICA

corporate websites). This Policy ensures brand consistency, allows Customers and Distributors to stay up to date with changing products, services and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.

- G. If the independent Company business of an Distributor who has received authorization to create and post an third-party website is voluntarily or involuntarily canceled for any reason, or if Company revokes its authorization allowing the Distributor to maintain a third-party website, the Distributor shall assign the URL to his/her third-party website to the Company within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by the Company. Company reserves the right to revoke any Distributor's right to use a third-party website at any time if Company believes that such revocation is in the best interest of Company, its Distributors, and Customers. Decisions and corrective actions in this area are at the Company's sole discretion.
- H. PROFILES A DISTRIBUTOR GENERATES IN ANY SOCIAL COMMUNITY WHERE NATURA4EVER NORTH AMERICA IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE DISTRIBUTOR AS A COMPANY DISTRIBUTOR, and when a Distributor participates in those communities, Distributors must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Company's sole discretion, and offending Distributors will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Company approved library. If a link is provided, it must link to the posting Distributor's replicated website or an approved third-party website.
- I. Anonymous postings or use of an alias on any Social Media (for more information on Social Media, please see Section 9.5 below) site is prohibited, and offending Distributors will be subject to disciplinary action.
- J. Distributors may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Distributors create or leave must be useful, unique, relevant and specific to the blog's article.
- K. Distributors must disclose their full name on all Social Media postings, and conspicuously identify themselves as a Distributor for Company. Anonymous postings or use of an alias is prohibited. Distributors may only use the name Company or Company in social media names when combined with their own name. As an example, an acceptable Social Media handle would be as follows: Natura4Ever North America [Distributor's Name].

NATURA4EVER NORTH AMERICA

- L. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Company income opportunity, Company's products and services, and/or your biographical information and credentials.
- M. Distributors are personally responsible for their postings and all other online activity that relates to Company. Therefore, even if a Distributor does not own or operate a blog or Social Media site, if a Distributor posts to any such site that relates to Company or which can be traced to Company, the Distributor is responsible for the posting. Distributors are also responsible for postings which occur on any blog or Social Media site that the Distributor owns, operates, or controls.
- N. As a Company Distributor, it is important to not converse with any person who places a negative post against you, other Distributors, or Company. Report negative posts to the Company Compliance Department. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Company, and therefore damages the reputation and goodwill of the Company.
- O. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Company therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Distributors using, or who wish to use, such sites adhere to the Company's policies relating to third-party websites.
- P. If your Company business is cancelled for any reason, you must discontinue using the Natura4Ever North America name, and all of Company's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent Company Distributor, you must conspicuously disclose that you are no longer a Natura4Ever Distributor.
- Q. Failure to comply with these Policies for conducting business online may result in the Distributor losing their right to advertise and market Company products, services and Company's sales opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

9.5 Digital & Social Media

- A. Distributors may upload, submit, and/or publish Company-related video, audio, or photo content that they develop and create so long as such video, audio, or photo content aligns with the Company's values, contribute to the Company community's greater good, and be in compliance with these Policies and Procedures. Distributors may not upload, submit, or publish any content (video, audio, presentations or any

NATURA4EVER NORTH AMERICA

computer files) received from the Company or captured at official Company events or in buildings owned or operated by the Company without prior written permission.

- B. Distributors must adhere to all of Company Policies and Procedures in their use of Social Media, including but not limited to the external website policies set forth in these Policies and Procedures. In addition, the following policies specifically apply to Distributor's Social Media use.
- I. Distributors must disclose their real name on all Social Media postings, and conspicuously identify themselves as a Distributor for Company. Anonymous posting or use of an alias is prohibited.
 - II. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Company business opportunity, the products and services, and/or your biographical information and credentials.
 - III. If the trademarks, trade names, service marks, copyrights, or intellectual property of any third party are used in any posting, it is the responsibility of the Distributor to ensure that they have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third-party, and Distributors must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.
 - IV. Distributor's must ensure that their postings are truthful and accurate. This requires that Distributors fact-check all material they post online. Use of offensive language is prohibited.
- C. In addition to meeting all other requirements specified in these Policies & Procedures, should a Distributor utilize any form of social media, including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube, Snapchat or Pinterest, the Distributor agrees to each of the following:
- Distributors may post or "pin" photographs of the Company products on a social media site, but may not overlay the Company logo in their photos. Only photos that are provided by the Company and downloaded from the Distributor's Back Office may be used with the company logo.
- D. Distributors of Company-sponsored social media communities ("You") may not attempt to, or appear to, represent Company in any way on Facebook, Twitter, LinkedIn or other social media platforms. Further, no attempt to represent or appear to represent any individual person, either affiliated or not affiliated with Company or one of its subsidiaries is strictly prohibited. All accounts, fan pages, and personally created

NATURA4EVER NORTH AMERICA

websites and blogs must be personal and obviously appear as such. For example, you may not create a fan page entitled “Natura4Ever North America” or “Natura4Ever North America Dietary Supplements” because this would appear to represent the Company. You may create a personal fan page, such as “Natura4Ever North America Independent Distributor” with a picture of yourself, so long as you follow the other guidelines herein in marketing the Company products and sales opportunity.

- I. With respect to personal Facebook profiles, you may not include the Company name anywhere in your personal Facebook profile name. Facebook profiles must be your real name; otherwise, Facebook may delete or suspend your account. We also discourage the use of the Company logo or products as your personal profile picture. Many users will view this as spam and it could hinder, not help, your relationship building efforts. An exception to this may be if the company posts or sets up “pic badges” or other uniform branding that can be added to your personal profile picture.
 - II. The Company Facebook pages and groups provide a forum for discussion, but they should not be used for marketing products or services, recommending affiliate products, or self-promotion. Anyone found to be misusing, abusing, or defaming the company or any member thereof on any and all company Facebook pages, will have all posts removed, be “unfriended” and flagged as “inappropriate” and, or “spammer” within Facebook.
- E. As for blogs, the Company does allow Distributors to create a personal blog in which they discuss the Company products and sales opportunity. However, Distributors may not use the Company’s name in their domain or claim to represent the Company in any way. Moreover, a Distributor’s blog should follow all health and income guidelines stated herein.
- F. If the Distributor’s business is cancelled for any reason or if the Distributor becomes inactive, the Distributor must deactivate their Company social media profile and/or pages that promote the Company’s products.

9.6 Advertising and Promotional Materials

- A. Distributors are solely responsible and liable for their own content, messaging, claims, and information and must ensure that it appropriately represents and enhances the Company brand and adheres to these Policies and Procedures. Additionally, external websites must not contain disingenuous popup ads or malicious code. Decisions and corrective actions in this area are at the Company’s sole discretion.
- B. You may not advertise any Company products or services at a price LESS than the highest company published, established retail price of ONE offering of the Company product or service plus shipping, handling and applicable taxes. No special enticement

NATURA4EVER NORTH AMERICA

advertising is allowed. This includes, but is not limited to, free shipping, or other such offers that grant advantages beyond those available through the Company.

- C. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- D. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Company Compliance Department.
- E. All requests for approvals with respect to advertising must be directed in writing to the Company Compliance Department.
- F. Company approval is not required to place blind ads that do not mention Company, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
- G. Company reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the marketplace without obligation to the affected Distributor.

9.7 Testimonial Permission

By signing the Company Distributor Agreement, you give Company permission to use your testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Company sales opportunity, you waive any right to be compensated for the use of your testimonial or image and likeness even though Company may be paid for items or sales materials containing such image and likeness. In some cases, a Distributor's testimonial may appear in another Distributor's advertising materials. If a Distributor does not wish to participate in Company sales and marketing materials, he or she should provide a written notice to the Company Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

9.8 Telemarketing Limitations

- A. A Company Distributor must not engage in telemarketing in relation to the operation of the Distributor's Company business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Company products or services, or to recruit them for the Company sales opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both federal agencies, as

NATURA4EVER NORTH AMERICA

well as a number of states have “do not call” regulations as part of their telemarketing laws.

- C. While a Distributor may not consider himself or herself a “telemarketer” in the traditional sense, these regulations broadly define the term “telemarketer” and “telemarketing” so that the unintentional action of calling someone whose telephone number is listed on the Federal “Do Not Call” registry could cause the Distributor to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).
- D. “Cold calls” or “state-to-state calls” made to prospective Customers or Distributors that promote either Company products, services or the Company sales opportunity is considered telemarketing and is prohibited.

E. Exceptions to Telemarketing Regulations

A Company Distributor may place telephone calls to prospective Customers or Distributors under the following limited situations:

- I. If the Distributor has an established business relationship with the prospect;
 - II. In response to the prospect’s personal inquiry or application regarding a product or service offered by the Company Distributor, within three (3) months immediately before the date of such a call;
 - III. If the Distributor receives written and signed permission from the prospect authorizing the Distributor to call;
 - IV. If the call is to family members, personal friends, and acquaintances. However, if a Distributor makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
 - V. Company Distributors engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.
- F. A Distributor shall not use automatic telephone dialing systems in the operation of his or her Company businesses.
 - G. Failure to abide by Company policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Distributor’s business, up to and including termination of the position.
 - H. By signing the Distributor Agreement, or by accepting commission checks, other payments or awards from Company, you give the Company permission for the

NATURA4EVER NORTH AMERICA

Company and/or other Distributors to contact you as permitted under the Federal Do Not Call regulations.

- I. In the event a Distributor violates this section, Company reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy

- A. A Distributor is authorized to sell Company products and services, to Customers/Distributors only in the countries in which Company is authorized to conduct business, according to the Policies and Procedures of each country. Distributors may not sell products or services in any country where Company products and services have not received applicable government authorization or approval.
- B. A Distributor may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers/Distributors, nor conduct any other activity for the purpose of selling Company products and services, establishing a sales organization, or promoting the Company sales opportunity.

11.0 CHANGES TO AN DISTRIBUTOR'S NATURA4EVER NORTH AMERICA BUSINESS

11.1 Modification of the Distributor Agreement

A Company Distributor may modify his, her or its existing Distributor Agreement (i.e., change a social security number to a Federal ID number, add a spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Distributor) by submitting a written request, accompanied by a new Distributor Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a "crossed out" or "white-out" version of the first Agreement), and any appropriate supporting documentation.

11.2 Change Sponsor or Placement for Active Distributors

- A. Maintaining the integrity of the organizational structure is mandatory for the success of Company and our independent Distributor. As such, under exceptional circumstances at the discretion of the Company, a request to change placement may only be made within the first 30 days of initial enrollment as a Distributor. Furthermore, such changes may only occur within the same organization.
- B. Sponsors may make "Placement changes" from one Distributor to another for personally Sponsored (frontline) Distributors during the first 30 days of enrollment.

NATURA4EVER NORTH AMERICA

- C. New Distributors or their original Sponsor may request a change of Sponsor or Placement within the first 30 days of enrollment for the purpose of structuring an organization. The new Distributor Agreement must be received within the calendar month for commission calculations to be effective with the requested change.
- D. To change or correct the Sponsor, a Distributor must comply with following procedures:
 - I. Submit a Sponsor Placement Transfer Form;
 - II. Submit a Company Distributor Agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;
 - III. The Distributor Agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first Agreement.
- E. Upon approval, the Distributor’s downline, if any, will transfer with the Distributor.
- F. If one transfer has already been made a \$20 fee will be assessed for the second and for each transfer thereafter.
- G. After the first 30 days from initial enrollment, Company will honor the Sponsor/Placement as shown:
 - I. On the most recently signed Distributor Agreement on file; or
 - II. Self-enrolled on the website (i.e., electronically signed web Agreement).
- H. Company retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor or Placement for Inactive Distributors

- A. At the discretion of Company, Distributors who have neither personally purchased nor sold products within a twelve (12) month period, and who have not tendered a letter of resignation, are eligible to re-enroll in Company under the Sponsor/Placement of their choice.
- B. Upon written notice to Company that a former Distributor wishes to re-enroll, Company will “compress” (close) the original account. A new Company ID number will then be issued to the former Distributor.
- C. Such Distributor does not retain former rank, downline, or rights to commission checks from his, her or its former organizations.

NATURA4EVER NORTH AMERICA

- D. Company reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations

- A. If a Company Distributor wishes to transfer organizations, he, she or it must submit a letter of resignation to the Company Compliance Department and remain inactive with or in Company for six (6) months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.
- B. Company retains the right to approve or deny any request to re-enroll after a Distributor's resignation.
- C. If re-enrollment is approved, the former Distributor will be issued a new Company ID number and will be required to submit a new Distributor Agreement. The Distributor will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.

11.5 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Distributor from another Distributor or influencing another Distributor to transfer to a different Sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Company Compliance Department within the first 90 days of enrollment. If the reports are substantiated, Company may transfer the Distributor or the Distributor's downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement Distributors. Company remains the final authority in such cases.
- C. Company prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the Company compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Distributor in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the positions and businesses of all individuals and/or entities found to be directly involved.
- C. Should Distributors engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Company products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Distributor alleging that they engaged in inappropriate recruiting

NATURA4EVER NORTH AMERICA

activity of another company's sales force or Customers, Company will not pay any of Distributor's defense costs or legal fees, nor will Company indemnify the Distributor for any judgment award, or settlement.

11.6 Sell, Assign or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Company to place restrictions on the transfer, assignment, or sale of a position.
- B. A Company Distributor may not sell or assign his, her or its rights or delegate his, her or its business as a Distributor without *prior written approval* by Company, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of the Company.
- C. Should the sale be approved by Company, the Buyer assumes the position of the Seller at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Seller's Downline.
- D. To request corporate authorization for a sale or transfer of a Company position, the following items must be submitted to the Company Compliance Department:
 - I. A Sale/Transfer of position Form properly completed, with the requisite signatures;
 - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller;
 - III. A Company Distributor Agreement completed and signed by the Buyer;
 - IV. Payment of the \$100 administration fee; and/or
 - V. Any additional supporting documentation requested by Company.
- E. Any debt obligations that either Seller or Buyer may have with Company must be satisfied prior to the approval of the sale or transfer by the Company.
- F. A Distributor who sells his, her or its position is not eligible to re-enroll as a Company Distributor in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating a Natura4Ever North America Business

- A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:

NATURA4EVER NORTH AMERICA

- I. One of the parties may, with the written consent of the other(s), operate the Company business whereby the relinquishing spouse, shareholders, partners, members or trustees authorize Company to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee;
 - II. The parties may continue to operate the Company business jointly on a “business as usual” basis, whereupon all compensation paid by Company will be paid in the name designated as the Distributor or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Company will pay compensation to the name on record and in such event, the Distributor named on the account shall indemnify Company from any claims from the other business owner(s) or the other spouse with respect to such payment.
- B. Company recognizes only one Downline organization and will issue only one commission check per Company business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Company split commission and/or bonus checks.
- C. If a relinquishing spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Company business, he, she or it may immediately thereafter re-enroll under the Sponsor and Placement of his, her or its choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Distributor or active Customer in the former organization, and must develop a new business in the same manner as any other new Company Distributor. A Distributor in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 13.5.

11.8 Succession

- A. Upon the death or incapacity of a Distributor, the Distributor’s business may be passed on to his or her legal successors in interest (successor). Whenever a Company business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Distributor’s sales organization. The successor must:
- I. Complete and sign a new Company Distributor Agreement;
 - II. Comply with the Terms and provisions of the Distributor Agreement; and
 - III. Meet all of the qualifications for the last rank achieved by the former Distributor.

NATURA4EVER NORTH AMERICA

- B. Bonus and commission checks of a Company business transferred based on this section will be paid in a single check to the successor. The successor must provide the Company with an “address of record” to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- C. If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a Federal taxpayer identification number. Company will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the managing business entity only.
- D. Appropriate legal documentation must be submitted to the Company Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Company business, the successor must provide the following to the Company Compliance Department:
 - I. A certified copy of the death certificate; and
 - II. A notarized copy of the will or other appropriate legal documentation establishing the successor’s right to the Company business.
- E. To complete a transfer of the Company business because of incapacity, the successor must provide the following to the Company Compliance Department:
 - I. A notarized copy of an appointment as trustee;
 - II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee’s right to administer the Company business; and
 - III. A completed Distributor Agreement executed by the trustee.
- F. If the successor is already an existing Distributor, Company will allow such Distributor to keep his, her or its own position plus the inherited position active for up to six (6) months. By the end of the 6-month period, the Distributor must have compressed (if applicable), sold or otherwise transferred either the existing position or the inherited position.
- G. If the successor wishes to terminate the Company position, he, she or it must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- H. Upon written request, Company may grant a one (1) month bereavement waiver and pay out at the last “paid as” rank.

11.9 Resignation/Voluntary Termination

- A. A Distributor may immediately terminate his or her position and business by submitting a written notice or email to the Company Compliance Department. The written notice must include the following:
 - I. The Distributor's intent to resign and the date of resignation;
 - II. Company Identification Number;
 - III. Reason for resigning; and
 - IV. Signature.
- B. A Company Distributor may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Distributor who has voluntarily resigned is not eligible to reapply for a position or have any financial interest in a or any Company business for six (6) months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

- A. Company reserves the right to terminate a Distributor's business and position for, but not limited to, the following reasons:
 - I. Violation of any Terms or Conditions of the Distributor Agreement;
 - II. Violation of any provision in these Policies and Procedures;
 - III. Violation of any provision in the Compensation Plan;
 - IV. Violation of any applicable law, ordinance, or regulation regarding the Company business;
 - V. Engaging in unethical business practices or violating standards of fair dealing;
or
 - VI. Returning over \$300 worth of products, services and/or sales tools for a refund within a twelve (12) month period.
- B. Company will notify the Distributor in writing at his or her last known mailing or email address of its intent to terminate the Distributor's position and business, providing the reasons for termination therein.
- C. If a decision is made by Company to terminate the Distributor's position and business, Company will inform the Distributor in writing that the position is terminated effective

NATURA4EVER NORTH AMERICA

as of the date of the written notification. The decision of Company is considered final and not subject to further review.

- D. The former Distributor shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Company products or services. Company will notify the active Upline Sponsor within ten (10) days after termination. The organization of the terminated Distributor will “roll up” to the active Upline Sponsor on record.
- E. The Company Distributor who is involuntarily terminated by Company may not reapply for a position, either under his, her or its present name or any other name or entity, without the *express written consent of an officer of Natura4Ever North America* following a review by the Company Compliance Department. In any event, such Distributor may not re-apply for a position for twelve (12) months from the date of termination.

11.11 Effect of Cancellation

- A. Following a Distributor’s cancellation for inactivity or voluntary or involuntary termination (collectively, a “cancellation”) such Distributor:
 - I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Distributor’s former organization or any other payments in association with the Distributor’s former independent position;
 - II. Effectively waives any and all claims to property rights or any interest in or to the Distributor’s former Downline organization;
 - III. Shall receive commissions and bonuses only for the last full pay period in which he, she or it was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Company.

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action - Purpose

It is the spirit of Company that integrity and fairness should pervade among its Distributors, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Company reserves the right to impose disciplinary sanctions at any time, when it has determined that a Distributor has violated the Agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by the Company.

12.2 Consequences and Remedies of Breach

NATURA4EVER NORTH AMERICA

- A. Disciplinary actions may include one or more of the following:
- I. Monitoring a Distributor's conduct over a specified period of time to assure compliance;
 - II. Issuance of a written warning or requiring the Distributor to take immediate corrective action;
 - III. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Company receives adequate additional assurances from the Distributor to ensure future compliance;
 - IV. Suspension from participation in Company or Distributor events, rewards, or recognition;
 - V. Suspension of the Company Distributor Agreement and position for one or more pay periods;
 - VI. Involuntary termination of the Distributor's Agreement and position;
 - VI. Any other measure which Company deems feasible and appropriate to justly resolve injuries caused by the Distributor's policy violation(s) or contractual breach(es); OR
 - VIII. Legal proceedings for monetary or equitable relief.

13.0 DISPUTE RESOLUTION

13.1 Grievances

- A. If a Company Distributor has a grievance or complaint against another Distributor regarding any practice or conduct relating to their respective Company businesses, he, she or it is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Company Compliance Department as outlined below in this Section.
- B. The Company Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Distributors involved.
- C. Company will confine its involvement to disputes regarding Company business matters only. The Company will not decide issues that involve personality conflicts or unprofessional conduct by or between Distributors outside the context of a Company

NATURA4EVER NORTH AMERICA

business. These issues go beyond the scope of the Company and may not be used to justify a Sponsor or Placement change or a transfer to another Company organization.

- D. Company does not consider, enforce, or mediate third party agreements between Distributors, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
 - I. The Company Distributor should submit a written letter or email directly to the Company Compliance Department. The letter shall set forth the details of the incident as follows:
 - a. The nature of the violation and specific facts to support the allegations;
 - b. Dates;
 - c. Number of occurrences;
 - d. Persons involved; and
 - e. Supporting documentation.
 - II. Upon receipt of the written complaint, Company will conduct an investigation according to the following procedures:
 - a. The Compliance Department will send an acknowledgment of receipt to the complaining Distributor;
 - b. The Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary.
 - d. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Distributor calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- E. Company will make a final decision and timely notify the Company Distributor(s) involved.

13.2 Arbitration

- A. **Any controversy or claim arising out of or relating to the Company Distributor Agreement, these Policies and Procedures, or the breach thereof, the Distributor’s business or any dispute between Natura4Ever North America and the Distributor, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and**

judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Miami, Florida. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.

- B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney's fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.
- C. This agreement to arbitration shall survive any termination or expiration of the Distributor Agreement.
- D. Nothing in these Policies and Procedures shall prevent Company from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Company interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- E. **NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**
- F. These Policies and Procedures and any arbitration involving a Distributor and Company shall be governed by and construed in accordance with the laws of the state of Florida, without reference to its principles of conflict of laws.

13.3 Damages

- A. In any case which arises from or relates to the wrongful termination of the Distributor Agreement and/or a Distributor's business, Natura4Ever North America and Distributor agree that damages will be extremely difficult to ascertain. Therefore, the Company and Distributor stipulate that if the involuntary termination of the Distributor Agreement and/or loss of the Distributor's Company business is proven and held to be wrongful under any theory of law, the Distributor's sole remedy shall be liquidated damages calculated as follows:
 - I. For Distributor's earning \$10,000 or above per month (with the exception of paragraph II below), liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Natura4Ever North America

NATURA4EVER NORTH AMERICA

Compensation Plan in the twelve (12) months immediately preceding the termination.

II. For Distributor's earning \$20,000 or above liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Company Compensation Plan in the twenty-four (24) months immediately preceding the termination.

B. In any action arising from or relating to the Agreement, the Natura4Ever North America business, or the relationship between the Company and a Distributor, both parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The Company and Distributor further waive all claims to exemplary and punitive damages.

13.4 Severability

If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

13.5 Waiver

Only an officer of Company can, in writing, affect a waiver of the Company Policies and Procedures. The waiver of any particular breach by a Distributor shall not affect the Company's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Distributor. The existence of any claim or cause of action of Distributor against Company shall not constitute a defense to the Company's enforcement of any term or provision of these Policies and Procedures.

13.6 Successors and Claims

The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.0 GOVERNING LAW

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Florida and the exclusive jurisdiction of the United States courts.

15.0 NATURA4EVER NORTH AMERICA GLOSSARY OF TERMS

ACTIVE DISTRIBUTOR: A Distributor who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

NATURA4EVER NORTH AMERICA

AGREEMENT: The contract between the Company and each Distributor, which includes the following: the Distributor Application & Agreement, the Company Policies and Procedures, and the Company Compensation Plan, all in their current form and as amended by Company in its sole discretion. These documents are collectively referred to as the “Agreement.”

CANCEL: The termination of a Distributor’s business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Distributors can generate commissions and bonuses.

CUSTOMER: A retail customer who purchases Company products and neither engages in building a business nor sells any product.

DISTRIBUTOR: An individual who purchases product, generates retail sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Company that provides critical data relating to the identities of Distributors, sales information, and enrollment activity of each Distributor’s organization. This report contains confidential and trade secret information which is proprietary to Company.

ORGANIZATION: The Customers and Distributors placed below a particular Distributor.

OFFICIAL COMPANY MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Company to Distributors.

PLACEMENT: Your position inside your Sponsor’s organization.

RECRUIT: For purposes of Company’s Conflict of Interest Policy, the term “Recruit” means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Company Customer or Distributor to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE CONDITION: Products shall be deemed in resalable condition if each of the following elements is met: (i) the products are unopened and unused; (ii) the products’ original packaging and labeling has not been altered or damaged; (iii) the products are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and (iv) the products contain current Company labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SPONSOR: A Distributor who brings a retail customer (“Customer”) or Distributor into the Company, and is listed as the Sponsor on the Distributor Agreement. The act of enrolling others and training them to become Distributor is called “sponsoring.”

NATURA4EVER NORTH AMERICA

UPLINE: This term refers to the Distributor(s) above a particular Distributor in a sponsorship line up to the Company. It is the line of sponsors that links any particular Distributor to the Company.