



Lemongrass Spa Products, LLC
Policies and Procedures
For Independent Sales Consultants

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Section 1: Mission Statement

Our mission is simple: to pamper women and men in the comfort of their home with skincare and makeup products using the finest natural and organic ingredients and provide an outstanding business opportunity.

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SECTION 2: INTRODUCTION

2.1 Understanding Policies, Compensation Plan and Sales Consultant Enrollment Agreement

These Policies and Procedures, in their present form and as may be amended by Lemongrass Spa Products, LLC (hereafter “Lemongrass Spa” or the “Company”) from time to time, are incorporated into and form a material part of the Lemongrass Spa Products Independent Consultant Agreement. It is the responsibility of each independent contractor (hereinafter referred to as “Independent Consultant or Consultant”) to read, understand, adhere to, and ensure that he or she is in full compliance with the most current version of these Policies and Procedures. These Policies and Procedures, together with the Lemongrass Independent Consultant Agreement and Lemongrass Compensation Plan comprise the entire agreement (the “Agreement”) between Lemongrass Spa and each Lemongrass Consultant.

SECTION 3: BECOMING AN INDEPENDENT CONSULTANT

3.1 Requirements to Become an Independent Consultant

To become a Lemongrass Spa Products Independent Consultant, each applicant must:

- Be at least 18 years of age
- Be a permanent resident of the United States and have a valid social security number or tax ID number
- Not be in jail or prison or otherwise confined to a correctional institution
- Not have ever been convicted of a felony
- Complete and submit an Independent Consultant Agreement that is accepted by Lemongrass Spa Products (Lemongrass Spa Products reserves the right to accept or reject an Independent Consultant Agreement in its sole discretion)
- Purchase a Lemongrass Spa Products Consultant Spa Party or Sheer Minerals Success Kit
- Have a valid email address and valid credit or debit card

Any proprietorship doing business under an assumed name (DBA) must also submit a copy of its assumed name certificate. A business entity (i.e., a corporation, limited liability company, partnership or trust) applying to become an Independent Consultant must also comply with the requirements of Section 3.1. A responsible party (a person with contact information) must be provided upon enrollment for the enrollment to be complete.

3.2 Independent Consultant Benefits

Once an Independent Consultant Agreement has been accepted by Lemongrass Spa Products, the benefits of the Compensation Plan and the Independent Consultant Agreement are available to the new Consultant. These benefits include the ability of the Independent Consultant to:

- Sell Lemongrass Spa Products and services
- Participate in the Lemongrass Spa Products Compensation Plan
- Mentor other individuals as customers or Independent Consultants into the Lemongrass Spa Products business and build a marketing organization to progress through the Lemongrass Spa Products Compensation Plan
- Receive periodic Lemongrass Spa Products literature and other Lemongrass Spa Products communications
- Participate in Lemongrass Spa Products–mentored support, service, training, motivational and recognition functions, upon payment of appropriate charges if applicable
- Participate in Lemongrass Spa Products promotional and incentive contests and programs for Independent Consultants

SECTION 4: OPERATING A LEMONGRASS SPA PRODUCTS BUSINESS

4.1 Adherence to the Lemongrass Spa Products Compensation Plan

Independent Consultants must adhere to the terms of the Lemongrass Spa Products Compensation Plan as set forth in official Lemongrass Spa Products literature. Independent Consultants shall not offer the Lemongrass Spa Products opportunity through or in combination with, any other system, program, sales tools or method of marketing other than that specifically set forth in official Lemongrass Spa Products literature. Independent Consultants shall not require or encourage other current or prospective Independent Consultants to execute any agreement or contract other than the official Lemongrass Spa Products Independent Consultant Agreement in order to become a Lemongrass Spa Products Independent Consultant. Similarly, Independent Consultants shall not require or encourage other current or prospective customers or Independent Consultants to make any purchase from, or payment to, any individual or other entity to participate in the Lemongrass Spa Products Compensation Plan other than those purchases or payments identified as recommended or required in official Lemongrass Spa Products literature.

4.2 Single Independent Consultant Account

An Independent Consultant may hold only one account under a single Enroller. A person may not be a party to more than one Independent Consultant Agreement or hold, directly or indirectly, any interest in an additional Independent Consultant Agreement, including an Independent Consultant Agreement operated by a Business Entity.

4.3 Business Entities

A corporation, limited liability company, partnership or trust may apply to become an Independent Consultant. To become an Independent Consultant, a corporation, limited liability company, partnership or trust must:

- Be incorporated or organized in the United States or District of Columbia
- Have its principal place of business in the United States or the District of Columbia
- Have a valid Federal Tax Identification Number
- Complete an Independent Consultant Agreement that is accepted by Lemongrass Spa Products
- Complete, sign and submit a Business Entity Registration Form that is accepted by Lemongrass Spa Products
- Submit a true and complete copy of the organizational and charter documentation (e.g., certificate of incorporation, articles of organization, certificate of formation, operating agreement, trust agreement, etc.) of such corporation, limited liability company, partnership or trust)
- Purchase a Lemongrass Spa Products Consultant Spa Party or Sheer Minerals Success Kit
- Have a valid e-mail address and a valid credit card or debit card.

A corporation, limited liability company, partnership or trust that has completed an Independent Consultant Agreement and submitted a properly completed Business Entity Registration Form that has been approved by Lemongrass Spa Products is referred to in these Policies and Procedures as a “Business Entity.”

Each beneficial owner of the Business Entity (a “Beneficial Owner”) must sign the Business Entity Registration Form and personally and irrevocably guarantee performance by such Business Entity of all of its duties, obligations and responsibilities as a Consultant under the Consultant Agreement, and all such Beneficial Owners shall be jointly and severally liable for, and shall indemnify and hold harmless Lemongrass Spa Products from and against, any breach of the Independent Consultant Agreement by such Business Entity or any indebtedness or other obligation to Lemongrass Spa Products of such Business Entity.

All sales and sponsorship activities of an Independent Consultant that is a Business Entity must be conducted only by the Beneficial Owners of the Business Entity; these activities cannot be conducted by persons (including employees or contractors) who are not Beneficial Owners of the Business Entity.

A Business Entity may not use any trade name, business name or DBA that includes any Lemongrass Spa Products Trademark.

Subject to the above requirements and restrictions, an Independent Consultant may change his or her status from a sole proprietorship to a corporation, limited liability company, partnership or trust, or from one type of Business Entity to another, by submitting a new Independent Consultant Application and Business Entity Registration Form. In each such case, upon Lemongrass Spa Products acceptance of the new Independent Consultant Agreement and, if applicable, the Business Entity Registration Form, the original Independent Consultant Agreement will automatically terminate and be replaced and superseded by the newly formed Independent Consultant Agreement.

4.4 Changes to a Business Entity

Each Independent Consultant must immediately notify Lemongrass Spa Products of (a) any changes to the type of Business Entity he or she utilizes in operating his or her businesses; (b) the addition or removal of any Beneficial Owners; or (c) a change of control of the Business Entity. A “change of control” means the acquisition by any other person or entity or group of persons or entities, through any transaction or series of related transactions, of control or majority ownership of the Business Entity through which the Independent Consultant operates. If Lemongrass Spa Products determines in its sole discretion that such a Change of Control will adversely affect the Independent Consultant, other Independent Consultants, or Lemongrass Spa Products, Lemongrass Spa Products may terminate the Business Entity’s Independent Consultant Agreement. Upon any Change of Control, the surviving Business Entity must continue to meet each of the requirements for Business Entities set forth in Independent Consultant Agreement. Failure to notify Lemongrass Spa Products within 30 days of any changes to a Business Entity as required by this provision may result in termination.

4.5 No International Marketing

Independent Consultants are authorized to sell Lemongrass Spa Products goods and/or services and enroll customers or Independent Consultants only in the United States and on US military bases located in the United States and abroad. Lemongrass Spa Products goods or sales aids may not be shipped into or sold in any foreign country, including, but not limited to, Canada. No Independent Consultant may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or Independent Consultants; or (c) conduct any other activity for the purpose of selling Lemongrass Spa Products goods, establishing a marketing Organization or promoting the Lemongrass Spa Products opportunity.

4.6 Excess Inventory

Independent Consultants should never purchase more product(s) than they can use or sell to Retail Customers in a reasonable time period and must not influence or attempt to influence any other Independent Consultant to buy more products than he or she can reasonably use or sell. To prevent stockpiling of excess inventory, Independent Consultants must certify that they have sold at least 70% of the Lemongrass Spa Products goods purchased in their previous product order. Lemongrass Spa Product’s obligation to repurchase products will not apply with respect to any Lemongrass Spa Products goods that an Independent Consultant claimed were previously sold. Furthermore, falsely representing the sale of Lemongrass Spa Products goods shall be grounds for termination of an Independent Consultant Agreement.

4.7 Bonus Buying Prohibited

Lemongrass Spa Products prohibits bonus buying. Bonus buying is any 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 and includes, but is not limited to:

- Purchasing products through a nonexistent person or business entity or other artifice
- The enrollment of individuals or business entities without their knowledge of and/or execution of an Agreement by such individuals or business entities
- The fraudulent enrollment of an individual or entity as a Consultant or customer;
- The purchasing of products, services or other items on behalf of another Consultant or customer or under another Consultant or customer's I.D. number to qualify for commissions or bonuses
- Unauthorized use of a credit card by a Consultant when the customer is not the account holder of such credit card.

Lemongrass Spa Products retains the right to limit the amount of purchases a Consultant may make if it believes, in its discretion that those purchases are made solely for compensation or qualification purposes instead of for resale or business building. Lemongrass Spa Products may revoke a rank advancement if it was earned in violation of this policy. Lemongrass Spa Products recognizes that Consultants may wish to purchase certain products for their own use and/or for retail sale. However, Lemongrass Spa Products strictly prohibits the purchase of products in unreasonable amounts (stockpiling) and prohibits the purchase of products or services only or primarily to qualify or earn for compensation or to achieve a specific rank.

4.8 Hostess-Stacking

Hostess-stacking is placing the majority of products in a party order on the hostess' section of the order and placing minimal products on the guest orders to avoid paying appropriate shipping charges. If a Consultant is found to be hostess-stacking, home office will contact him or her and ask that the correct shipping be paid prior to the order being sent. If proper shipping is not paid, the order will be canceled and any payments made will be refunded. If hostess-stacking occurs a second time, a written warning will be given to the Consultant asking them to pay the proper amount and informing them that a subsequent violation of this policy will result in termination of the Agreement.

4.9 Illegitimate Parties

The Lemongrass Spa Products' Host Rewards program is intended to be a marketing tool for Consultants to incentivize prospective hostesses to host a spa party. When "parties" are submitted that should be a Customer or a Consultant order the Company incurs a cost by paying out Hostess Rewards that were not legitimately earned. Lemongrass Spa Products reserves the right to review orders to insure they are being submitted properly and with the correct order type. If it is found that an order has been improperly submitted, the Company reserves the right to ask for the order to be corrected before being processed for shipping. Consultants who repeatedly take advantage of the Host Rewards program by not properly submitting orders will receive a written warning and may face suspension or termination.

4.10 Facebook and Other Online Gaming Groups

Lemongrass Spa Products has no affiliation with online gaming groups nor does it encourage or condone the use of online gaming groups to conduct your Lemongrass Spa Products business. This includes but is not limited to games or groups whose primary purpose is to recruit a Consultant, garner sales or participate in a monthly buyer's club. The exchange of money for a chance to win a kit to become a Consultant is a form of gambling and considered illegal in many jurisdictions. It is also in violation of the DSA Code of Ethics, to which Lemongrass Spa Products is bound. Gambling or raffles, where an exchange of money for a chance to win products occurs, is not allowed. Consultants must follow local and state regulations with regards to gaming, gambling and raffles.

The Company reserves the right to review a Consultant's participation in any online group or game and if, at the Company's sole discretion, it is determined the Consultant is in violation of the Policies and Procedures he or she may be suspended or have their Agreement terminated with or without warning.

4.11 Income Taxes

Each Independent Consultant is responsible for paying local, state and federal taxes on any income generated as an Independent Consultant. Unfortunately, we cannot provide an Independent Consultant with any personal tax advice. Independent Consultants should consult their own tax accountant, tax attorney or other tax professional. If an Independent Consultant's Lemongrass Spa Products business is tax-exempt, the federal Tax Identification Number must be provided to Lemongrass Spa Products. Every year, Lemongrass Spa Products will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (a) had earnings of more than \$600 in the previous calendar year; or (b) made purchases during the previous calendar year in excess of \$5,000.

4.12 Insurance

An Independent Consultant may wish to arrange insurance coverage for his or her business. Typical homeowner's insurance policies do not cover business-related injuries or the theft of or damage to inventory or business equipment. Independent Consultants should contact their insurance agent to make certain that their business property is adequately insured.

4.13 Adherence to Laws and Ordinances

Independent Consultants shall comply with all federal, state and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Independent Consultants because of the nature of their business. However, Independent Consultants must obey those laws that do apply to them.

4.14 Virtual Office, Lemongrass University and Facebook Access

Lemongrass Spa Products makes online resources (Lemongrass University and Lemongrass Consultant Community Facebook page) available to its Independent Consultants. The virtual office provides Consultants access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Independent Consultant's Lemongrass Spa Products business and to increase sales of the Company's products. However, access to these resources is a privilege and not a right. Lemongrass Spa Products reserves the right to deny Independent Consultants access to the virtual office or the other resources at its sole discretion.

4.15 Use of Lemongrass Spa Products Name on Checking Accounts

Independent Consultants are not permitted to use the Lemongrass Spa Products, LLC, trade name or any of its trademarks/service marks (these are discussed in Section 12 below) on personal or business checking accounts. However, an Independent Consultant may imprint his or her checks with "Independent Consultant, Lemongrass Spa Products."

SECTION 5: INDEPENDENT CONSULTANT BUSINESS PRACTICES

5.1 Code of Ethics

Lemongrass Spa Products Independent Consultants are expected to uphold the highest standards of business ethics while affiliated with Lemongrass Spa Products. Lemongrass Spa Products is a member of and in good standing with the Direct Selling Association in Washington, D.C. and abides by its code of ethics and best practices guidelines. The Company will take every measure to ensure a safe, ethical, moral and profitable opportunity for all. Each Independent Consultant is required to adhere to the following Code of Ethics in the operation of a Lemongrass Spa Products business:

As an Independent Consultant of Lemongrass Spa Products, I agree that:

- I will be courteous, respectful, honest and fair in all my dealings while acting as an Independent Consultant and I will perform my business activities in a manner that will enhance my reputation and the positive reputation of Lemongrass Spa Products. I recognize that the founders of Lemongrass Spa Products have strong personal convictions regarding the ethical conduct of all Independent Consultants.
- I will not disrespect any corporate officers or employees of Lemongrass Spa Products at any time. This includes, but is not limited to, shipping personnel, receiving personnel and/or customer service personnel. (If you are found to be disrespectful to any of the above mentioned, a warning letter will be sent. If two or more warning letters are issued, your Independent Consultant Agreement is subject to suspension or revocation).

Unethical practices by any Independent Consultant will be grounds for immediate suspension and possible termination. While being unethical is open to a wide interpretation, the following should serve as a guideline of what is not acceptable to Lemongrass Spa Products:

- Soliciting and/or enticing an existing or potential Independent Consultant to join one's Team or Downline while knowing he or she is working with another Independent Consultant.
- Placing sales on another Lemongrass Spa Products Replicated Website other than one's own for purposes of obtaining a Career Title promotion or to meet sales goals or contest guidelines for personal or team requirements. Lemongrass Spa Products reserves the right to cancel such orders and void all other benefits, such as Career Title increases, commission, etc. Violations of this policy may result in suspension or termination of the Consultant Enrollment Agreement.
- Creating, perpetuating or distributing any and all rumors, false accusations, hearsay, vilification, tort, defamation or libel about the Lemongrass Spa Products goods, competitors, corporate office staff or any Lemongrass Spa Products Independent Consultant, whether the Independent Consultant believes such rhetoric to be true or not. This includes, but is not limited to, all communication via online social media, email and mobile devices.
- Purchasing Lemongrass Spa Products goods from a source other than Lemongrass Spa Products.
- Selling products to customer without a written or electronic copy of a receipt (proof of purchase) including retail price, sales tax, shipping and any applicable discount.

As a member of the Direct Selling Association ("DSA"), Lemongrass Spa Products proudly supports the DSA's "Code of Ethics." You can view the DSA Code of Ethics at www.dsa.org/ethics. It is important to us that you conduct your Lemongrass Spa Products business in accordance with the DSA Code of Ethics in addition to the terms of the Independent Consultant Agreement.

5.2 Change of Address, Telephone and Email Addresses

All personal information may be edited by logging into your Lemongrass Spa Products virtual office. It is the sole responsibility of the Independent Consultant to maintain accurate information pertaining to all personal data, including, but not limited to, credit card billing information and address, phone and email changes. This may be accomplished by logging into his or her virtual office and updating this personal information. In addition, in order to ensure timely delivery of products, support materials, commission and tax documents, it is important that Lemongrass Spa Product's files are current.

5.3 Product Claims

No medical claims or product guarantees as to the nature or composition of the unique properties of any products offered by Lemongrass Spa Products may be made except those contained in official Lemongrass Spa Products literature. Such statements can be perceived as Consumer Protection Safety Improvement Act ("CPSIA") claims, and they may lack adequate substantiation. Not only are such claims in violation of the Consultant Enrollment Agreement, they also violate the laws and FTC regulations of the United States, Canada and other jurisdictions. Avoid making product guarantees or unsubstantiated

medical claims beyond what Lemongrass Spa Products Corporate advertises in its marketing materials, website, catalog, training materials and social media posts.

5.4 Income Claims

Independent Consultants shall not make claims or representations of potential or guaranteed income or profits in connection with the Lemongrass Spa Products direct sales program. Any amounts that Independent Consultants earn are based only on the sale of Lemongrass Spa Products goods and not on the mere act of sponsoring other Independent Consultants. The Federal Trade Commission and several states have laws and/or regulations that prohibit certain types of income claims and testimonials by persons engaging in direct selling/network marketing. While Independent Consultants may believe it beneficial to tell other Independent Consultants and potential Independent Consultants about their earnings or the earnings of others, such claims may have legal consequences and adversely impact Lemongrass Spa Products, as well as Independent Consultants making the claims, unless appropriate disclosure required by law is also made contemporaneously with the income claim. Because Independent Consultants generally do not have the information necessary to comply with such legal requirements, Independent Consultants may not make any projections, claims or estimates regarding such other Independent Consultants' potential or guaranteed income, or disclose their own income (including by showing checks, copies of checks, bank statements, tax records or other such documents). Hypothetical income examples that are used to explain the operation of the Compensation Plan, and which are based solely on mathematical projections, may be presented to potential Independent Consultants, so long as Independent Consultants who use such hypothetical examples make clear to the potential Independent Consultants that such earnings are hypothetical.

5.5 Providing Documentation to Applicants

Independent Consultants must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals they are mentoring to become Independent Consultants before the applicant signs a Consultant Enrollment Agreement or they must ensure that they have online access to these materials.

5.6 No Representations Regarding Governmental Approval

Independent Consultants may not represent that Lemongrass Spa Products or its Compensation Plan have been approved or endorsed by any governmental or regulatory agency.

5.7 Ethical Marketing

Independent Consultants shall safeguard and promote the good reputation of Lemongrass Spa Products. Independent Consultants shall at all times conduct their Lemongrass Spa Products business activities in a manner that reflects favorably on Lemongrass Spa Products' products and the good name, goodwill and reputation of Lemongrass Spa Products. Independent Consultants shall not engage in deceptive, misleading, or unethical conduct or practices that are or might be detrimental to Lemongrass Spa Products, its products, or the public, including, without limitation, disparagement of Lemongrass Spa Products or other Lemongrass Spa Products Independent Consultants. Independent Consultants shall comply with all laws, rules, regulations and governmental requirements applicable to the operation of their Lemongrass Spa Products business, including the marketing, promotion and sale of Lemongrass Spa Products goods. In addition, Independent Consultants shall: (i) not publish or use any misleading or deceptive advertising material regarding Lemongrass Spa Products; (ii) honor the Lemongrass Spa Products Product Guarantee with respect to all Lemongrass Spa Products goods; (iii) not make any statements, representations, guarantees or warranties regarding Lemongrass Spa Products goods or the Compensation Plan that are inconsistent with those set forth in the Independent Consultant Agreement and Lemongrass Spa Products marketing materials; (iv) distribute the Lemongrass Spa Products goods only as shipped by Lemongrass Spa Products, unopened and with all documentation, packaging and other supplemental materials intact; and (v) not alter or modify any Lemongrass Spa Products product or packaging, or take any action that affects or could affect the appearance, quality, content or performance of any Lemongrass Spa Products product.

5.8 Reporting Policy Violations

Consultants who become aware that another Independent Consultant has violated one or more provisions of the Consultant Agreement should promptly notify the Lemongrass Spa Product's Home Office. Details of the incident (such as dates, number of occurrences and persons involved) and any supporting documentation should be included in the report to the extent available.

5.9 Security

All Independent Consultants must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and customer data. Appropriate safeguards for electronic and paper records may include but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; and (iii) password-protecting computer files or locking up physical files containing confidential information or customer Data. Independent Consultants must keep customer data and other confidential information secure from all persons who do not have legitimate business needs to see or use such information. If Independent Consultants dispose of any paper or electronic record containing customer data and other confidential information, Independent Consultants shall do so by taking all reasonable steps to destroy the information by: (i) shredding; (ii) permanently erasing and deleting; or (iii) otherwise modifying the customer data and other confidential information in those records to make it unreadable, un-reconstructible, and indecipherable through any means. Upon request, a Consultant will certify to Lemongrass Spa Products that all forms of the requested personal information have been destroyed and will describe any exceptions.

5.10 Reporting Security Breaches

Independent Consultants must comply with all applicable privacy and data security laws, including security breach notification laws. Without limitation of the preceding sentence, in the event of an actual or suspected security breach affecting customer data, the applicable Independent Consultants shall promptly notify the affected customers and the Lemongrass Spa Products Home Office in writing after becoming aware of such security breach and specify the extent to which customer data was or was suspected to be disclosed or compromised and shall promptly comply with all applicable information security breach disclosure laws. Consultants, at their expense, shall cooperate with Lemongrass Spa Products and applicable customers and use their best efforts to mitigate any potential damage caused by a security breach, including by sending notice to the affected individuals, state agencies and consumer reporting agencies, if such notification is required by law.

5.11 Account Maintenance

Each Independent Consultant is solely responsible for maintaining her or his account with Lemongrass Spa Products and remitting all payments due in a timely manner. Should a, Independent Consultant's account go into collection, the Independent Consultant will be responsible for (and will indemnify and hold harmless Lemongrass Spa Products from and against) all costs and fees incurred by Lemongrass Spa Products in the collection of the amount due. The Independent Consultant agrees to allow Lemongrass Spa Products to deduct any amount due and any such costs and fees from the Consultant's account or from other amounts which may be due to the Consultant.

5.12 Conflicts of Interest

During the term of the Independent Consultant Agreement, a Lemongrass Spa Products Independent Consultants shall not represent (as an independent sales representative, employee or in any other capacity) any other direct sales company, which sells skincare, bodycare and makeup as its primary product offering(s) (a "competing direct sales company"). If an Independent Consultant is found to be representing a competing company with Lemongrass Spa Products, his or her Agreement with Lemongrass Spa Products shall be subject to termination. If an Independent Consultant representing a competing company enrolls with Lemongrass Spa Products they will have 30 days to submit proof of their resignation from the competing company or access to their virtual office will be suspended immediately

and their Agreement with Lemongrass Spa Products may be terminated.

Additionally, during the term of the Independent Consultant Agreement, Lemongrass Spa Products Independent Consultants shall not offer products or represent any other income opportunity unrelated to Lemongrass Spa Products with or in conjunction with the sale or marketing of Lemongrass Spa Products goods or in connection with any Lemongrass Spa Products Consultant activity or function (example; team meeting).

If an Independent Consultant is engaged in any non–Lemongrass Spa Products direct sales, party plan or network marketing program, it is the responsibility of the Independent Consultant to ensure that his or her Lemongrass Spa Products business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- The Independent Consultant shall not use his or her Lemongrass Spa Products business as a mechanism for growing their other, non-Lemongrass Spa Products direct-selling or MLM business. This includes utilizing customer data, downline Consultant data or any other proprietary information that otherwise would not be available to him or her were it not for the fact that they are a Lemongrass Spa Products Consultant to cross-recruit into another direct selling opportunity.
- Independent Consultants may not offer or promote any non–Lemongrass Spa Products opportunity, products, services or opportunity at any Lemongrass Spa Products–related meeting, seminar, conference, webinar, regional training meeting, spa escape, teleconference or other company sponsored or company co-sponsored function.

An Independent Consultant may not represent Lemongrass Spa Products and another direct sales business or MLM opportunity simultaneously at expo events, business opportunity fairs or similar gatherings. During the term of this Consultant Agreement a Consultant at the rank of Director or higher may not be eligible for some benefits and incentives outside of the Compensation Plan if that Consultant also is promoting, marketing or selling the products, services or programs offered by any other direct selling business, regardless of whether the products, services or programs are related to skincare or whether they compete with Lemongrass Spa Products.

5.13 Targeting Other Direct Sellers

Lemongrass Spa Products does not condone or encourage the act of specifically or consciously targeting members of the independent sales force of another direct sales company to sell Lemongrass Spa Products goods or to become an Independent Consultant for Lemongrass Spa Products, nor does Lemongrass Spa Products condone the solicitation or enticement by Independent Consultants or members of the sales force of another direct sales company to violate the terms of their contracts with other Lemongrass Spa Product’s Consultants. Should Independent Consultants engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Independent Consultant alleging that he or she engaged in inappropriate or illegal recruiting activity of its sales force or customers, Lemongrass Spa Products shall not be responsible for any of the Independent Consultant’s defense costs or legal fees, nor will Lemongrass Spa Products indemnify the Independent Consultant for any judgment, award or settlement. Further, in such situations, the Independent Consultant agrees to indemnify and hold Lemongrass Spa Products harmless from any costs, legal fees or damages that may be incurred by Lemongrass Spa Products due to the inappropriate or improper activities of the Independent Consultant.

5.14 Buy Back Policy

Lemongrass Spa Products has a buy back policy to protect consultants in the event they decide they no longer wish to represent the company. Per the terms of the DSA Code of Ethics, “any member company with a marketing plan that involves selling products directly or indirectly to independent salespeople shall adopt and communicate a policy, in its recruiting literature, sales manual, or contract with an independent salesperson, that the company will repurchase on reasonable commercial terms currently marketable

inventory, in the possession of that salesperson and purchased by that salesperson for resale prior to the date of termination of the independent salesperson's business relationship with the company. For purposes of this Code, "reasonable commercial terms" shall include the repurchase of marketable inventory, promotional materials, sales aids, tools and kits within twelve (12) months from the salesperson's date of purchase at not less than 90 percent of the salesperson's original net cost less appropriate set offs and legal claims, if any. For purposes of this Code, products shall not be considered "currently marketable" if returned for repurchase after the products' commercially reasonable usable or shelf life period has passed; nor shall products be considered "currently marketable" if the company clearly discloses to salespeople prior to purchase that the products are seasonal, discontinued, or special promotion products and are not subject to the repurchase obligation."

To request a buy-back of marketable, unopened, unused products upon an independent consultant's departure, please email admin@lemongrassspa.com to obtain instructions on returning such merchandise.

SECTION 6: MENTORING AND TRAINING

6.1 Sponsor (and/or Direct Upline and/or Upline Director) Responsibilities

Sponsors must always present Lemongrass Spa Products in a manner that complies with the Independent Consultant Agreement, including these Policies and Procedures. Sponsors and their Director, are responsible for assisting, encouraging and training their Downlines in the following ways:

- Assist the Downline with setting up a business launch date
- Provide a Downline with initial Hostess coaching tips & suggestions for her first 30 days of parties (3-4 minimum)
- Explain and review the ordering and payment process
- Encourage participation in training calls
- Review Opportunity calls and explain their purpose
- Review the Compensation Plan -explain how a Downline may earn income and how important it is to sponsor others into the business
- Provide your contact information and hours during the day or evening you are available
- Ensure a Downline understands that you are their first point of contact but they are also encouraged to contact your Upline Consultant or Director if necessary.
- Be available to answer questions in a timely manner
- Make sure the Downline understands the reasons and intent for joining the team
- Support the Downline's goals
- Continue to coach, guide and mentor via regular (weekly & monthly) follow-up calls and emails or via FB Messenger or FB groups.

6.2 Applicant Rights

For reasons of sponsoring ethics, Lemongrass Spa Products strongly encourages any new Independent Consultant to enroll under the Sponsor who introduced the new Independent Consultant to the Lemongrass Spa Products opportunity. Every Independent Consultant, however, ultimately has the right to choose who her or his Sponsor will be. As such, if an individual asks to be registered under another Sponsor prior to submitting the Independent Consultant Agreement, Lemongrass Spa Products reserves the right to honor such request. If two Independent Consultants both claim to be the Sponsor of a new applicant, Lemongrass Spa Products shall regard the first Independent Consultant Agreement received by Lemongrass Spa Products as the controlling document and shall designate the Independent Consultant listed as the Sponsor on such application as the applicant's Sponsor.

6.3 Change of Sponsor (and/or Direct Upline)

Lemongrass Spa Products does not permit an Independent Consultant to change Sponsors following

enrollment. Accordingly, the transfer of a Lemongrass Spa Products Business Center from one Sponsor to another is rarely permitted. Requests for a change of Sponsor must be submitted in writing to the Home Office Team and must include the reason for the transfer. Transfers will only be considered in the following two circumstances:

6.3.1 Misplacement

In cases in which a new Independent Consultant is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, the new Independent Consultant may request that he or she be transferred to another Organization with his or her entire marketing Organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within ten (10) business days from the date of enrollment. The Independent Consultant requesting the change has the burden of proving that he or she was placed beneath the wrong Sponsor. Lemongrass Spa Products reserves the right to grant or deny a transfer request in its sole discretion.

6.3.2 Termination and Re-application

Except for a transfer request made pursuant to Section 6.3.1 above, an Independent Consultant wishing to change Sponsors may do so only if he or she voluntarily terminates his or her Independent Consultant Agreement by giving written notice to Lemongrass Spa Products and does not participate in the Lemongrass Spa Products program in any capacity (e.g., no purchases of Lemongrass Spa Products goods for resale, no sales of Lemongrass Spa Products goods, no sponsoring, no attendance at any Lemongrass Spa Products functions, no participation in any other form as an Independent Consultant, no operation of any other Lemongrass Spa Products business) for a period of four (4) consecutive calendar months. Following the four-month period of inactivity, the former Independent Consultant may reapply under a new Sponsor; however, the former Independent Consultant's Downline will remain under his or her original Sponsor.

6.3.3 Waiver of Claims

In cases in which the appropriate Sponsor change procedures have not been followed and a Downline Organization has been developed by an Independent Consultant, Lemongrass Spa Products reserves the sole and exclusive right to determine the final disposition of the Downline Organization. Resolving conflicts over the proper placement of a Downline that has developed under an Organization that has improperly switched Sponsors is often extremely difficult. INDEPENDENT CONSULTANTS WAIVE ANY AND ALL CLAIMS AGAINST LEMONGRASS SPA PRODUCTS, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO OR ARISE FROM LEMONGRASS SPA PRODUCTS'S DECISION REGARDING THE PLACEMENT AND DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY SWITCHED SPONSORS.

6.3.4 Placement of Orphan Consultants

New Independent Consultants who have not selected a Sponsor upon enrollment will be placed under a Sponsor chosen by Lemongrass Spa Products in its sole discretion.

SECTION 7: SALES REQUIREMENTS

Independent Consultants may not exchange, trade, barter, share, gamble, raffle or sell to another Independent Consultant any product, including, but not limited to, skincare or makeup, marketing material or Lemongrass Spa Products packaging. It is also against policy to combine orders with another Independent Consultant, order under another Independent Consultant's ID number or "swap" product with other Independent Consultants. These types of activities are not permitted due to, among other reasons,

the need to maintain product quality control, facilitate product recalls/returns, and ensure fairness in commission payments.

7.1 Product Sales

The Lemongrass Spa Products Compensation Plan is based on the sale of Lemongrass Spa Products goods and services to end-consumers. Independent Consultants must fulfill personal and Downline Organization wholesale and/or retail sales requirements (as well as meet other responsibilities set forth in the Independent Consultant Agreement) to be eligible for Bonuses, Commissions and advancement to a higher Career Title.

If a customer accidentally places an order under the wrong Independent Consultant, Lemongrass Spa Products must be contacted (admin@lemongrassspa.com) within two business days of the purchase in order to move that purchase to the correct Independent Consultant. This time frame is due to commission payout.

7.2 Sales Receipts

All Independent Consultants must provide their Retail Customers with two copies of an official Lemongrass Spa Products sales receipt at the time of the sale (one hard copy and one electronic via e-mail at time of credit card processing). These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Independent Consultants must maintain all retail sales receipts for a period of two (2) years and furnish them to Lemongrass Spa Products upon request. In addition, Consultants must orally inform the buyer of his or her cancellation rights.

7.3 Re-packaging and Re-Labeling Prohibited

The Company's products may be sold only in their original packaging. Independent Consultants may not repackage, re-label or alter the labels on the Company's products in any way. Tampering with labels or packaging could be a violation of federal and state laws and could result in civil or criminal liability. Independent Consultants may affix a personalized sticker with contact information to packaging, as long as existing labels or text, graphics or other material on the product label is not covered.

The sale or distribution of sample products except those specifically made by Lemongrass Spa Products is strictly prohibited. Distributing "hand-made" sample products may result in termination of the Agreement.

7.4 Commercial Outlets

Independent Consultants may not sell Lemongrass Spa Products goods from a commercial outlet, nor may Independent Consultants display or sell the Company's products in any retail or service establishment. Only Lemongrass Spa Products-approved marketing material may be displayed. Consultants are permitted to place "tester" products inside a massage studio or salon if the Consultant is an employee or owner of the establishment. These products would be used solely for marketing purposes to generate orders for the Consultant to place through his or her virtual office.

Online auctions and/or sales facilitation websites, including, but not limited to, Amazon, eBay and Craigslist constitute commercial outlets and may not be used to sell Lemongrass Spa Products items.

7.5 Trade Shows, Expositions and Other Sales Forums

Independent Consultants may display and/or sell Company products at trade shows and professional expositions. Yard sales and venues selling second-hand goods are prohibited. If there are any questions regarding whether an event may be prohibited by our Policies and Procedures, please direct those inquiries to admin@lemongrassspa.com

7.6 Fundraisers

Lemongrass Spa Products does not provide a discount on bulk product for fundraising purposes. However, Lemongrass Spa Products encourages Independent Consultants to find ways to give back to different organizations in their community. If an Independent Consultant would like to participate in a fundraiser, he or she can donate to the organization in many ways. Here are a few suggestions:

- Donate a portion of one's Commissions
- Donate Hostess benefits
- Sell a Customer special up to but not exceeding the cost of the regular retail price, and then donate the difference*
- Talk with other Independent Consultants and hear their success stories

* Independent Consultants are never allowed to sell Lemongrass Spa Products' products for more than the current retail price, even if it is for a good cause. If a product is on special, they may sell the product at its regular retail price and donate the difference between the special and retail price to charity.

7.7 Territory Restrictions

There are no exclusive territories granted to any Independent Consultant. Lemongrass Spa Products accepts enrollment from Independent Consultants with APO, FPO and DPO addresses. Those Independent Consultants living on a U.S. military base may conduct parties only on base and sell only to others residing on a U.S. military base or within the United States. It is essential that prior to making any sales or conducting any parties on any military installation or base, Independent Consultants must first determine whether the installation or base allows direct selling. If so, the Independent Consultant must obtain any permissions that are necessary prior to making any sales or conducting parties. The failure to do so could constitute a violation of military regulations. A United States-based address may not be used to circumvent this policy for any reason. No warranties, exchanges or refunds will be granted to Company products known to be sold outside of authorized territories.

7.8 Order Deadlines

All party orders and retail orders must be successfully submitted before 11:59:59 pm Pacific Time on the last calendar day of the month in order to be included in an Consultant's Personal Volume for that month and to be counted for sales contests, incentives, etc. Lemongrass Spa Products reserves the right to require different order deadlines for special order types. It is strongly recommended that Consultants submit party orders promptly after the party is closed. Waiting until the end of the month to submit orders is strongly discouraged. Independent Consultants acknowledge and agree that the Lemongrass Spa Products website may be shut down from time to time for maintenance or for reasons beyond Lemongrass Spa Products' control. Lemongrass Spa Products disclaims any liability to Independent Consultants for any damages they may incur because of any website shutdown, internet transmission delays, delay in order processing time or inability to access the Lemongrass Spa Products website or their own virtual office for any reason.

7.9 Holding Applications or Orders

Independent Consultants must not manipulate enrollments of new applicants and purchases of products. All executed Independent Consultant Agreements and product orders must be sent to Lemongrass Spa Products within seventy-two (72) hours from the time they are signed by an Independent Consultant or placed by a Customer, respectively. The following practices are strictly prohibited and may result in the immediate termination of the Agreement:

- Changing an order date for the purpose of manipulating contest, incentive or promotion results.
- Holding, combining or adjusting orders to distort the Hostess Rewards Program beyond its intended use.
 - This may also be known as "Hostess Stacking" whereby orders are placed to receive free shipping or hostess benefits that might not otherwise be warranted due to a fraudulent party order being placed.
- Holding Hostess and Customer orders for more than 72 hours after funds have been received or

the payment has cleared.

SECTION 8: SHIPMENTS

After Lemongrass Spa Products has accepted and processed an order, it will use reasonable efforts to ship the order to the address specified in the order using a carrier chosen by Lemongrass Spa Products. Risk of loss or damage will pass to the ordering Independent Consultant upon the carrier's confirmation of delivery to the specified address. Orders are shipped on Business Days only and allow up to seven business days for order processing and additional transit time. Orders can be shipped only to a street address within the 50 United States, the District of Columbia, or Military APO/FPO or Military P.O. Box addresses. Lemongrass Spa Products will use reasonable efforts to fill Independent Consultants' and Customers' orders but will not be liable for any damages arising from any failure to fill orders or any delay in delivery.

8.1 Shipment to APO/FPO/PO Boxes

Most Company products may be shipped to Military APO/FPO or Military P.O. Box addresses, but some restrictions may apply. Orders being sent to Military P.O. Boxes or Military APO/FPO addresses must be shipped via United States Postal Service and cannot be shipped via overnight or second day service.

8.2 Shipments to Alaska and Hawaii

Most Company products can be shipped to Alaska and Hawaii but some restrictions apply and additional shipping and handling charges may apply. Priority shipping methods (overnight or second day service) are not available for certain locations in Alaska or Hawaii.

8.3 Non-Deliverable Orders

In some cases, an order may be returned to Lemongrass Spa Products if the carrier is unable to deliver it to the specified shipping address. This may happen because:

- The Independent Consultant or Customer did not accept the order when it was delivered by the carrier
- The Independent Consultant or Customer was unavailable to accept delivery for orders that require signature upon delivery
- The Independent Consultant or Customer provided invalid or incorrect shipping information

If the order has already been credited to the Independent Consultant's Personal Sales Volume, the credit (and any associated commissions or bonuses) will be canceled.

8.4 Missing Items

When an item is missing from an order, the Independent Consultant or customer is requested to contact the Lemongrass Spa Products Customer Service Department. If Lemongrass Spa Products determines that the item was not shipped with the original order, it will use reasonable efforts to ship the missing item to the address specified by the Independent Consultant or Customer at no charge within three to five days. Out-of-stock items may require a longer period.

8.5 Discontinued Items

Lemongrass Spa Products may at any time discontinue the manufacture and/or sale of any product, or make any changes in their respective prices, quality, performance, standards, grades, contents, place of origin, or otherwise, in its sole discretion. Lemongrass Spa Products will have no liability to any Independent Consultant based on any such discontinuation or change. When an item is discontinued, orders will no longer be accepted for such items. The Company will use reasonable efforts to notify Independent Consultants of the date of discontinuance.

SECTION 9: BONUSES AND COMMISSIONS

9.1 Bonus and Commission Qualifications

An Independent Consultant must be active and in compliance with the Independent Consultant Agreement to qualify for Bonuses and Commissions. As long as an Independent Consultant complies with the terms of the Independent Consultant Agreement, Lemongrass Spa Products shall pay Commissions to such Independent Consultant in accordance with the Compensation Plan. The minimum amount for which Lemongrass Spa Products will issue a commission deposit is \$10.00. If an Independent Consultant's Bonuses and Commissions do not equal or exceed \$10.00, the Lemongrass Spa Products will accrue the Commissions and Bonuses until they total \$10.00 or more. Payment will be issued on the next commission pay date once \$10.00 has been accrued. Notwithstanding the foregoing, all Commissions owed an Independent Consultant, regardless of the amount accrued, will be paid on the next regularly-scheduled pay date upon the Termination of an Independent Consultant's Agreement.

The following sales requirements must be satisfied in order for an Independent Consultant to be eligible for Commissions:

- Independent Consultants must satisfy the Personal Volume and Team Volume requirements to fulfill the requirements associated with their Career Title as specified in the Lemongrass Spa Products Compensation Plan.

In addition:

- If the payment day falls on a legal holiday or weekend, Commissions, Overrides and Bonuses will be paid on the next regularly scheduled banking business day.
- Lemongrass Spa Products does not advance cash or any portion of Commissions/Bonuses relating to: cash prizes, cash payouts, trip programs or contests, etc.
- Calendar period: A business month refers to the time period opening on the first (1st) day of the month and extending until 11:59:59 pm, Pacific Time, on the last calendar day of the month. Lemongrass Spa Product's office is open Monday through Friday, with the exception of most national holidays.

9.2 Adjustment to Bonuses and Commissions

9.2.1 Adjustments for Returned Products

Independent Consultants receive Bonuses, Commissions or Overrides based on the actual sales of products to end-consumers. When a product is returned to Lemongrass Spa Products for a refund or is repurchased by the Lemongrass Spa Products, any of the following may occur at the Company's discretion: (1) the Bonuses, Commissions or Overrides attributable to the returned or repurchased product(s) will be deducted from payments to the Independent Consultant and Upline. Independent Consultants who received Bonuses, Commissions or Overrides on the sales of the refunded product(s), in the month in which the refund is given and continuing every pay period thereafter until the commission is recovered; (2) the Independent Consultant or Upline Independent Consultants who earned Bonuses, Commissions or Overrides based on the sale of the returned product(s) will have the corresponding amounts deducted from their Team Volume in the next month and all subsequent months until it is completely recovered; or (3) the Bonuses, Commissions or Overrides attributable to the returned or repurchased product(s) may be deducted from any refunds or credits to the Independent Consultant who received the Bonuses, Commissions or Overrides on the sales of the refunded product(s).

9.2.2 Commission Checks

Lemongrass Spa Products pays Commissions via direct deposit directly into a checking or savings account. These deposits occur on the 10th day of each month or the next banking business day in the event of a banking holiday. It is the Consultants' responsibility to have accurate banking information in the virtual office to ensure deposits are made in a timely manner.

9.2.3 Errors or Questions

If an Independent Consultant has questions about or believes any errors have been made regarding Commissions, Bonuses or charges, the Independent Consultant must notify Lemongrass Spa Products in writing by mail or email to admin@lemongrassspa.com within thirty (30) days of the date of the purported error or incident in question. Lemongrass Spa Products will not be responsible for any errors, omissions or problems not reported to the Lemongrass Spa Products within thirty (30) days.

9.2.4 Tax Withholding

If an Independent Consultant fails to submit the appropriate Social Security number or EIN at the time of enrollment and fails to correct this information within a timely manner, a W-9 form will be sent. If an Independent Consultant fails to return the W-9 within ten (10) business days from receipt, Lemongrass Spa Products will deduct the necessary withholdings from the Independent Consultant's commission checks as required by law.

9.3 Reports

All information provided by Lemongrass Spa Products in Downline activity reporting, including but not limited to Personal and Team Volume (or any part thereof), and Downline Sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors, including but not limited to, the inherent possibility of human, digital and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card payments; returned products; and credit card and electronic check charge-backs, the information is not guaranteed by Lemongrass Spa Products or any persons creating or transmitting the information.

ALL PERSONAL AND TEAM VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENTS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LEMONGRASS SPA PRODUCTS AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY INDEPENDENT CONSULTANT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR TEAM VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE INFORMATION), EVEN IF LEMONGRASS SPA PRODUCTS OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, LEMONGRASS SPA PRODUCTS OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO AN INDEPENDENT CONSULTANT OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Lemongrass Spa Product's online reporting services and an Independent Consultant's reliance upon such information is at one's own risk. All such information is provided to Independent Consultants "as is." If an Independent Consultant is dissatisfied with the accuracy or quality of the information, his or her sole and exclusive remedy is to discontinue use of and access to Lemongrass Spa Products online and telephone reporting services and his or her reliance upon the information.

SECTION 10: PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

10.1 Customer Returns

10.1.1 Returns under the Customer Satisfaction Guarantee

Customers are entitled to a refund for any products returned to Lemongrass Spa Products within 60 days from the date of purchase (less shipping charges, which will be deducted from the refund amount). Return shipping charges must be paid by the customer returning the merchandise. Products that have been opened or used are not eligible for a refund.

10.1.2 Damaged or Missing Items

For any item that was damaged at the time of delivery, different from what was ordered, or inadvertently omitted from a customer's order, Lemongrass Spa Products will, at the option of the Customer, (i) ship a replacement product to the customer at no additional charge; or (ii) refund the amount paid for the item by crediting 100% of the purchase price, sales tax and shipping charges on the credit card used to make the purchase. Products for which a replacement or refund is requested must be returned to Lemongrass Spa Products within 60 days from the date of purchase. The determination of whether a product was damaged or defective at the time of delivery shall be made by Lemongrass Spa Products in its sole discretion.

10.1.3 Independent Consultant Obligations

An Independent Consultant has two (2) business days in which to respond to a customer's request for assistance regarding missing items or a refund. The Consultant is obligated to send any missing items to the customer within five (5) business days following a request for assistance via a delivery method that includes a tracking number. If a customer does not receive a response to a request for assistance from the Independent Consultant from whom he or she purchased the product within five (5) business days, Lemongrass Spa Products, at its sole discretion, will refund the verified purchase amount and/or replace any damaged products and seek reimbursement from the Consultant. If an Independent Consultant fails to reimburse Lemongrass Spa Products within five (5) days following a request for reimbursement, Lemongrass Spa Products reserves the right to terminate that Independent Consultant's Agreement and seek all available legal remedies to recover the reimbursement amount.

10.2 Independent Consultant Returns

Independent Consultants may return products for an exchange or replacement or cancel a backordered item as permitted in this Section. The chart below describes the different circumstances under which a Consultant may return products (or cancel an order) and the corresponding deadlines.

REASON	RESOLUTION	CLAIM MUST BE SUBMITTED
Item missing from order	Replace with original item	Within 14 days of receipt of

shipment		item
Item different than what was ordered	Replace with correct item	Within 14 days of receipt of item
Item arrived damaged/defective	Replace with original item	Within 14 days of receipt of item
Manufacturers defect	Exchange item	Within 60 days of receipt of item
Cancel a backordered item	Refund	Anytime, as long as the Item is still In Back Order status (not shipped or being processed)

Return shipping charges must be paid by the Independent Consultant returning the merchandise. If a product order is refused by an Independent Consultant and returned to Lemongrass Spa Products, and Lemongrass Spa Products is required to pay return postage, the amount of the return postage charges will be deducted from the Consultant's Commission account.

10.3 Excessive Return/Exchange Activity

If an Independent Consultant returns or exchanges products valued at more than \$500 in any 12-consecutive month period, the home office reserves the right to question the number and frequency of requests and may choose to limit how many requests are approved

10.4 Procedures for All Returns

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

- All merchandise must be returned by the Independent Consultant who purchased it directly from Lemongrass Spa Products.
- All returned products must be accompanied by the original packing slip and the unused portion of the product in its original container.
- Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to Lemongrass Spa Products shipping pre-paid. Lemongrass Spa Products does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Independent Consultant. If the returned product is not received by the Lemongrass Spa Product's shipping department, it is the responsibility of the Independent Consultant to trace the shipment.
- If an Independent Consultant is returning merchandise to Lemongrass Spa Products that was returned to him or her by a Customer, the product must be received by Lemongrass Spa Products within ten (10) days from the date the Retail Customer returned the merchandise to the Consultant and must be accompanied by the sales receipt the Independent Consultant gave to the customer at the time of the sale.

SECTION 11: ADVERTISING AND USE OF LEMONGRASS SPA PRODUCTS TRADEMARKS

11.1 General

Lemongrass Spa Products provides its Independent Consultants with tools to promote their business online. To protect the Lemongrass Spa Product's brand (and the image of all Lemongrass Spa Products Consultants) and to promote the products, services and business opportunity Lemongrass Spa Products offers, the following policies have been developed to govern the manner in which an Independent Consultant can advertise and market his or her business.

- All Independent Consultants shall safeguard and promote the reputation of Lemongrass Spa

Products and its products. The marketing and promotion of Lemongrass Spa Products the business opportunity, the Compensation Plan and Lemongrass Spa Products goods must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

- Independent Consultants are prohibited from purchasing “online ads,” including but not limited to Facebook Ads, search engine optimization (“SEO”) strategies, Banner Ads, Key Word Search, AdWords, PPC (Pay Per Click)/Conversion and others that result in direct search competition with Lemongrass Spa Products.
- The advertisement of any non-Lemongrass Spa Products items (that is, items that are not available for purchase from Lemongrass Spa Products) is prohibited. In addition, Lemongrass Spa Products items cannot be included with other major brands, logos or likenesses.
- Lemongrass Spa Products has carefully designed its products, product labels, Compensation Plan and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and that the materials comply with the legal requirements of federal and state laws. Consultants are not allowed to make reproductions or photocopies of original material.
- Independent Consultants may not change any imagery on any materials provided by Lemongrass Spa Products.
- Consultants may not modify any collateral or marketing materials of any kind, (photographs, press releases, invites, newsletters, email blasts) at any time.
- Independent Consultants may not issue a press release on behalf of Lemongrass Spa Products, or write a press release in such a way that may cause confusion or somehow suggest that the press release is supported, created or authorized by Lemongrass Spa Products.

11.2. Independent Consultant–Created Advertising Material

If a certain form of media does not exist in the virtual office or Lemongrass University and is warranted, please notify our office at admin@lemongrassspa.com. We will review your suggestion and decide whether or not it is something we will create for use by all Independent Consultants. Please allow 7-10 days for a response. If, after that time, you have not received a response, your submission was noted but not approved.

11.3 Corporate-Approved Business Supplies and Vendors

Customized business cards may be purchased only through approved vendor(s) or your virtual office.

Products or services using the Lemongrass Spa Products logo are allowed on a by-permission basis only. The developer of these products or services may be required to pay a licensing fee, a percentage of profits or some other remuneration for the benefit of using the Lemongrass Spa Products name to promote a separate business. For approval, email admin@lemongrassspa.com.

Independent Consultants cannot make their own clothing or promotional items (buttons, pins, banners, etc.) with a Lemongrass Spa Products logo. Lemongrass Spa Product’s business relationships with its vendors and suppliers are confidential. An Independent Consultant shall not contact, directly or indirectly, any representative of any supplier or vendor of Lemongrass Spa Products unless to order pre-approved supplies or merchandise.

11.4 Flyers and Print Ads

Lemongrass Spa Products advertises on a national and regional level on behalf of all Independent Consultants. Therefore, Consultants are not allowed to advertise on a national or regional level. You may advertise in local publications, provided your ad is professional, accurate and not misleading in any way.

Pre-approved marketing materials, including flyers and print ads, are posted in the virtual office and include a customizable area for the Independent Consultant’s contact information.

Altering imagery provided in the virtual office is strictly prohibited. This includes modifying the size or including additional copy in the image itself.

If Independent Consultants choose to create their own print ads or flyers, they must include either the corporate website address (www.lemongrassspa.com) or their official Lemongrass Spa Products Replicated Website address. The Consultant must represent himself or herself as a Lemongrass Spa Products Independent Consultant so there is no confusion between his or her ad and the corporate office.

11.5 Trademarks and Trade Names

The name "Lemongrass Spa Products" and other names used by Lemongrass Spa Products are proprietary trade names, trademarks and service marks of Lemongrass Spa Products (collectively "Marks"). As such, these Marks are of great value to Lemongrass Spa Products and are supplied to active Consultants for their use only in an expressly authorized manner. Lemongrass Spa Products will not allow the use of its trade names, trademarks, designs or symbols, or any derivatives of such Marks, by any person, including Lemongrass Spa Products Independent Consultants, in any unauthorized manner without the prior written permission of Lemongrass Spa Products. This includes using trademarks in meta tags, key words and/or Search Engine Optimization (SEO) strategies.

Below is a list of Lemongrass Spa Products' current proprietary terms. These terms may not be used in Independent Consultant's URL's, email addresses and tag lines.

- Lemongrass Spa Products
- Fresh Clean and Natural
- Let Us Pamper You At Home

Except as set forth in the Independent Consultant Enrollment Agreement, Independent Consultants may not use or attempt to register the above terms or any other Lemongrass Spa Products trade names, trademarks, service names, service marks, product names, the Lemongrass Spa Products's name or any derivative of those names for any Internet domain name, email address, Social Media name or address or online aliases. Additionally, an Independent Consultant cannot use or register domain names, email addresses and/or online aliases that could cause confusion or be misleading or deceptive in that they cause individuals to believe or assume the communication is from, or is the property of, Lemongrass Spa Products.

Independent Consultants may submit a URL or email address for approval prior to use by emailing the Communications Department at angie@lemongrassspa.com.

As an Independent Consultant, you may use the Lemongrass Spa Products name in the following manner:

Independent Consultant's first and last name
Lemongrass Spa Products Independent Consultant (or Career Title)

Example:

Alice Smith
Lemongrass Spa Products Independent Consultant

Independent Consultants may not use the name Lemongrass Spa Products in any form in their team name, a tagline, an external website name, their personal website address or extension, or an email address, or as a personal name or nickname. For example, you may not secure the domain name www.buylemongrassspa.com, nor may you create an email address such as lemongrassspa@hotmail.com.

An Independent Consultant who infringes upon any Lemongrass Spa Product's Marks or any other Lemongrass Spa Product's intellectual property or does not conform to the standards listed above, will be notified of the infringement and if not rectified, may be liable for monetary damages to the Company for unauthorized use of the Marks and/or subject to disciplinary action by the Company up to and including termination.

11.6 Copyrights

The content of all Lemongrass Spa Products-sponsored training events is copyrighted material. Independent Consultants may not produce for sale or distribution any recorded Lemongrass Spa Products training events or speeches without written permission from Lemongrass Spa Products, nor may Independent Consultants reproduce for sale or for personal use any recording of Lemongrass Spa Products-produced audio or video presentations.

11.7 Media Inquiries

The corporate office initiates all regional and national press opportunities on behalf of all Independent Consultants. This includes, but is not limited to, TV, radio, newspaper, Internet, gifting suites, award shows, celebrity partnerships and magazine features. Consultants must direct any questions or media opportunities of this nature to admin@lemongrassspa.com and include full contact details for the referring media outlet. The Communications Department will review the requests on an individual basis.

- It is a violation of this policy to provide any information to local, regional or national media without prior approval from the Communications Department, regardless of the nature of the information or whether the information is positive or negative, accurate or inaccurate.
- All inquiries from any form of media representative must be immediately referred to Lemongrass Spa Product's Communications Department.

11.9 Unsolicited Email

Lemongrass Spa Products does not permit Consultants to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations, including, without limitation to, the federal CAN SPAM Act. Any email sent by a Lemongrass Spa Products Consultant that promotes Lemongrass Spa Products, the Lemongrass Spa Products opportunity or Lemongrass Spa Products goods and services must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If an Independent Consultant receives an opt-out request from a recipient of an email, the Independent Consultant must forward the opt-out request to the Lemongrass Spa Products Communications Department.

Lemongrass Spa Products may periodically send emails to customers on behalf of Independent Consultants. By agreeing to the terms of the Independent Consultant Agreement, the Independent Consultant agrees that the Lemongrass Spa Products may send such emails and that the Independent Consultant's email address will be included in such emails as outlined above. Independent Consultants shall honor opt-out requests generated as a result of such emails sent by the Lemongrass Spa Products Home Office.

11.10 Telemarketing

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although Lemongrass Spa Products does not consider Independent Consultants to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry SIGNIFICANT

PENALTIES.

Therefore, Independent Consultants MUST NOT ENGAGE in telemarketing in the operation of their Lemongrass Spa Products businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company product or service, or to recruit them for the Lemongrass Spa Products business opportunity. “Cold calls” made to prospective customers or Independent Consultants that promote either Lemongrass Spa Product’s goods or services or the Lemongrass Spa Products business opportunity constitute telemarketing and are prohibited. However, you may call prospective customers or Consultants or guests who have attended a Spa Party or indicated their interest in the Lemongrass Spa Products business opportunity.

11.11 Telephone Directory Listings

A business phone number may be listed in the following manner:

Independent Consultant’s first and last name
Lemongrass Spa Products Independent Consultant
Address
Phone Number

No Independent Consultant may place telephone or online directory display ads using Lemongrass Spa Product’s name or logo. Independent Consultants may not answer the telephone by saying “Lemongrass Spa Products” or “Lemongrass Spa Products Incorporated” or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Lemongrass Spa Products.

11.12 Giveaways

The offering of giveaways, contests and/or prizes by Independent Consultants is permitted with the following restrictions:

- Giveaways may not be advertised on any blogs or social media that participate in the sale of other skincare or makeup products.
- Independent Consultants must use Lemongrass Spa Product’s pre-approved images, which can be found in the Independent Consultant’s virtual office.
- Independent Consultants must adhere to the terms of the platform on which the contest or giveaway is being utilized.

11.13 Online Compliance

11.13.1 Lemongrass Spa Products Hotlinks

When directing readers to your Approved Personal or Replicated Website, it must be evident from a combination of the link and the surrounding context, to a reasonable reader, that the link will bring you to the site of a Lemongrass Spa Products Independent Consultant. Attempts to mislead Web traffic into believing they are going to the Lemongrass Spa Products corporate site, when in fact they land at an Independent Consultant’s Replicated Website will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at Lemongrass Spa Product’s sole discretion.

11.13.2 Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or retail Lemongrass Spa Products goods or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, mentoring and informing the public about the Lemongrass Spa Products business opportunity, provided Lemongrass Spa Products–approved templates/images are used. You must also identify yourself as an Independent Consultant with Lemongrass Spa Products. If a link or URL is provided, it must link to your Replicated Website.

11.13.3 eBay/Online Auctions

Lemongrass Spa Product's merchandise may not be listed on websites (including, but not limited to, Amazon, Craigslist and eBay) or other online auctions, nor may Consultants enlist or knowingly allow a third-party to sell Lemongrass Spa Product's products on such websites or other online auctions. An Active Independent Consultant or inactive (either voluntary or involuntary) Independent Consultant may not liquidate unsold products on such websites or any other online clearing house and/or online/offline auction. Any Independent Consultant (either active or inactive) found participating in such sales may face fines imposed by Lemongrass Spa Products for such infraction, along with attorneys' fees and expenses, if necessary. In addition, an Active Independent Consultant also faces possible Termination of his or her Independent Consultant status.

11.13.4 Online Retailing

Independent Consultants may not list or sell Company products on any online retail store or e-commerce site (including, but not limited to, any social media sites), nor may they enlist or knowingly allow a third party to sell Company products on any online retail store or e-commerce site.

11.13.5 Digital Media Submission (YouTube, iTunes, Vimeo, etc.)

Independent Consultants may upload, submit or publish Lemongrass Spa Products–related video, audio or photo content that they develop and create as long as it is professional, aligns with Lemongrass Spa Products values, contributes to the Lemongrass Spa Products community in a positive way and is in compliance with Lemongrass Spa Product's Policies and Procedures. If videos, audio or photos contain instructional or training content, a Consultant must receive prior written approval before uploading for public consumption. All submissions must clearly identify one as a Lemongrass Spa Products Independent Consultant in the content itself and in the content description tag. It must also comply with all copyright/legal requirements and must state that the Consultant is solely responsible for its content.

Independent Consultants may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Lemongrass Spa Products or captured at official Lemongrass Spa Products events or in buildings owned or operated by Lemongrass Spa Products without prior written permission.

11.14 Independent Consultant Websites

11.14.1 Approved Personal Website

Independent Consultants may create their own websites, as long as the website and its content comply with the terms of Lemongrass Spa Product's Policies and Procedures. However, before launching any website, the Consultant must submit a beta site to Lemongrass Spa Products for review and receive Lemongrass Spa Product's written approval before the site can go live. This approval process may take up to four (4) weeks. Once a website is approved by the Company in writing, it is an Approved Personal Website. Any changes to the website must be submitted to the Communications Department of Lemongrass Spa Products (admin@lemongrassspa.com), and the Independent Consultant must receive Lemongrass Spa Product's written authorization to make the change before going live with the change. It is the Consultant's obligation to ensure his or her online marketing activities are truthful, are not deceptive and do not mislead customers or potential Independent Consultants in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will result in disciplinary action and may result in termination. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("SEO") tactics, misleading click-through ads (e.g., having the display URL ad appear to be directed to an official Lemongrass Spa Products corporate site when, in fact, it goes elsewhere), Pay-Per-Click ("PPC") or Cost-Per-Click ("CPC") ads,

unapproved banner ads and unauthorized press releases are prohibited. Lemongrass Spa Products will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

11.14.2 Approved Personal Website Content

Independent Consultants are solely responsible and liable for their own Approved Personal Website content, messaging, claims, and information and must ensure that it appropriately represents and enhances the Lemongrass Spa Products brand and adheres to Lemongrass Spa Products' Policies and Procedures. Additionally, Approved Personal Websites must not contain disingenuous pop-up ads or promotions or malicious code or cookies. Decisions and corrective actions in this area are at Lemongrass Spa Product's sole discretion.

Approved Personal Websites must exclusively promote Lemongrass Spa Products. Your Lemongrass Spa Products Approved Personal Website must contain content and information that is exclusive to Lemongrass Spa Products. You may not advertise other products or services other than the Lemongrass Spa Products product line and the Lemongrass Spa Products business opportunity.

Consultants shall not sell products from an Approved Personal Website but the Approved Personal Website may contain a link to the Independent Consultant's replicated website from which Lemongrass Spa Products goods are offered for sale.

Approved Personal Website termination. In the event of the voluntary or involuntary termination of your Independent Consultant Agreement, you must remove your Approved Personal Website from public view within three days and redirect (forward) all traffic from that domain to www.lemongrassspa.com. Your Approved Personal Website may be transferred to another Lemongrass Spa Products Independent Consultant, subject to Lemongrass Spa Product's written approval, on a case-by-case basis.

Lemongrass Spa Products Independent Consultant Disclosure. To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Approved Personal Website:

- The Lemongrass Spa Products Independent Consultant name and Company logo (if desired).
- Your first and last name and title.
- Lemongrass Spa Products Replicated Website redirect button.

Although Lemongrass Spa Products brand themes and images are desirable for consistency, anyone landing on any page of an Independent Consultant's Approved Personal Website must clearly understand that he/she is at an Independent Consultant site, and NOT the Lemongrass Spa Products corporate page.

No e-Commerce or Stock-and-Sell Retailing is permitted. An Independent Consultant's Approved Personal Website must only facilitate the entry into his or her Lemongrass Spa Products Replicated Website. Consultants may not stock and sell (i.e., purchase more product than can reasonably be sold within a short period of time) the Company's products, nor may they facilitate an e-Commerce environment that would facilitate this model. All orders must be placed through your official Replicated Website.

Monetizing Approved Personal Websites is prohibited. Independent Consultants may not monetize their Replicated website or their Approved Personal Website through affiliate programs, Google AdSense, banner ads or similar programs.

Independent Consultants may create new URLs or domain names that automatically redirect to their Replicated Website if it is in compliance with the above guidelines. For example, you may create the domain name www.LemongrassLotionbyJane.com that automatically sends visitors to your Lemongrass Spa Products Replicated Website.

11.14.3 Team Websites or Facebook Groups

You may use Team Websites or Facebook Groups for the purposes of connecting, communicating, training, educating and sharing best practices among team members. Because these sites may contain sensitive and Lemongrass Spa Products-specific information, these team websites must be password-protected and access granted only to members of your sales Organization. All passwords must be submitted to Lemongrass Spa Products before the website goes live. If, for any reason, the password changes or Lemongrass Spa Products cannot obtain access, the webmaster of said website must immediately inform Lemongrass Spa Products of this change in password status. If no access is granted to Lemongrass Spa Products, the private website must be taken down and may result in suspension of the Independent Consultant's active status with the Lemongrass Spa Products. Materials shared in such websites or groups must comply with these Policies and Procedures and the *Social Media and Logo Style Guide*.

11.14.4 Lemongrass Spa Products Replicated Websites

Independent Consultants may choose to receive a Lemongrass Spa Products Replicated Website to facilitate the online buying experience for their Customers and enrollments for prospects. Independent Consultants may not alter the branding, artwork, look or feel of their Replicated Website and may not use their Replicated Website to promote, market or sell non-Lemongrass Spa Products goods, services or business opportunities. Specifically, an Independent Consultant may not alter the look (placement, sizing, etc.) or functionality of the following:

- The Lemongrass Spa Products Logo
- Your name
- Artwork, logos or graphics
- Original text

An Independent Consultant may choose one's own Lemongrass Spa Products Replicated Website URL (such as www.ourlemongrassspa.com/ConsultantID). If, for any reason, Lemongrass Spa Products finds a Consultant's URL to be confusing, offensive or misleading, Lemongrass Spa Products reserves the right to request that the Independent Consultant change his or her Replicated Website URL address. An Independent Consultant should choose a uniquely identifiable website name that cannot:

- Be confused with other portions of the Lemongrass Spa Products corporate website.
- Confuse a reasonable person into thinking he or she has landed on a Lemongrass Spa Products corporate page.
- Be confused with any Lemongrass Spa Products name.
- Contain any discourteous, misleading or offensive words or phrases that may damage Lemongrass Spa Product's image.

11.15 Social Media

Social Media may be used by Independent Consultants to share information about Lemongrass Spa Products. Consultants who elect to use Social Media must adhere to these Policies and Procedures in all respects. Independent Consultants must not post on the Lemongrass Spa Products Facebook page the following, but not limited to these items: recruiting opportunities to solicit business, a sign-up form for new Independent Consultants, a link to drive traffic to one's Replicated Website or Facebook page, or negative or disparaging comments. Independent Consultants are prohibited from using any of Lemongrass Spa Product's trademarked terms (which may be found in Section 11.5) or misspellings and derivatives in the URL of any third-party websites or Replicated Websites with the exception of the following:

- [www.thirdpartysite.com/LemongrassSpaProducts\[yourfirstandlastname\]IndependentConsultant](http://www.thirdpartysite.com/LemongrassSpaProducts[yourfirstandlastname]IndependentConsultant)

Example - Facebook URL:

- www.facebook.com/LemongrassSpaProductsJaneDoeIndependentConsultant

Example - Twitter URL:

- www.twitter.com/LemongrassSpaProductsJaneDoeIndependentConsultant

These examples are an excellent avenue for promoting your business on social networking sites such as Facebook. Any other usage of these terms, such as the examples shown below, is strictly prohibited:

Examples of PROHIBITED URLs:

www.LemongrassSpaProductsJaneDoe.com
www.LemongrassSpaProductsParties.com
www.MyLemongrassSpaProductsBiz.com

www.LemongrassSpaProductsDreamTeam.com
www.ISellLemongrassSpaProducts.com
www.JanesLemongrassSpaProducts.com

**All domain extensions such as .net, .biz, .org, etc. are also covered by these restrictions.*

When using personal Social Media networks to promote your Lemongrass Spa Products business with friends, family, customers, leads and other potential business connections, the following policies and procedures must be adhered to when referencing Lemongrass Spa Products, Lemongrass Spa Product's products and the Lemongrass Spa Products business opportunity:

Profiles an Independent Consultant generates in any social community where Lemongrass Spa Products is discussed or mentioned must clearly identify the Independent Consultant as a Lemongrass Spa Products Independent Consultant, and when an Independent Consultant participates in those communities, Independent Consultants must avoid inappropriate conversations, comments, images, video, audio and applications. The determination of what is inappropriate is at Lemongrass Spa Product's sole discretion and offending Independent Consultants will be subject to disciplinary action up to and including termination. Banner ads and images used on these sites must be current and must come from the Lemongrass Spa Products–approved library. If a link is provided, it must link to the posting Independent Consultant's Replicated Website.

Lemongrass Spa Products has a ***Social Media and Logo Style Guide*** document which contains guidelines with regard to the use of company logos, graphics, photographs, images and videos approved by the home office. Please refer to this Guide so you are in compliance with our graphics and social media policy.

Independent Consultants may not use blog spam, spamdexing or any other mass-replicated methods to leave comments. Comments Consultants create or leave must be useful, unique, relevant and specific to the blog's article. An Independent Consultant Facebook heading/title **MUST** be displayed as: "Lemongrass Spa Products – [Your Name], Independent Consultant."

Independent Consultants are permitted and encouraged to do the following:

- Share imagery on social networking sites (via applications such as Facebook, Pinterest and Instagram, among others).
- Share Lemongrass Spa Products Facebook posts or those posted in Albums by home office in the Community Facebook page and add them to one's personal Facebook page(s).
- Tweet or re-tweet the corporate office's Twitter feeds.
- Post event invitations or post one's own positive comments about upcoming Lemongrass Spa Products events.
- Share news about a great party just held for one's client(s) and post photos (if permitted by client to do so).
- Share news about new and/or best-selling products based on one's personal experiences.
- Post Lemongrass Spa Product's newsletters and/or other newsworthy items, like press clippings, provided they comply with Lemongrass Spa Product's guidelines.
- Post current promotions, incentives and other Lemongrass Spa Products–created programs.

11.15.1 Pinterest

Pinterest is designed to help share the things you love. Pinterest is a tool that should be used for inspiration; we encourage you to re-pin images found on

<https://www.pinterest.com/lemongrassSpaCO/>

11.15.2 Independent Consultants Are Responsible for Postings

Independent Consultants are personally responsible for their postings and all other online activity that relates to Lemongrass Spa Products. Therefore, even if a Consultant does not own or operate a blog or Social Media site, if an Independent Consultant posts to any such site that relates to Lemongrass Spa Products or which can be traced to Lemongrass Spa Products, the Independent Consultant is responsible for the posting. Independent Consultants are also responsible for postings which occur on any blog or Social Media site that the Independent Consultant owns, operates or controls. Excessive use of 'tagging' on Facebook team members, potential customers or potential team members is prohibited and is against Facebook's policies.

11.15.3 Deceptive Postings

Postings that are false, misleading or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Lemongrass Spa Products business opportunity, Lemongrass Spa Product's products and services, and/or one's biographical information and credentials. Postings that fall under this heading will immediately be removed without prior notice.

11.15.4 Lemongrass Spa Products Independent Consultant Identification

An Independent Consultant must disclose his or her full name on all Social Media postings and identify himself or herself as an Independent Consultant for Lemongrass Spa Products. Anonymous postings or use of an alias is prohibited.

11.15.5 Social Media as a Sales and Promotion Forum

Social Media sites are relationship-building sites. While building relationships is an important part of the sales process, Social Media sites may not be used as a direct medium for generating sales. Online sales may be generated only from an Independent Consultant's Lemongrass Spa Products Replicated Website. Likewise, Independent Consultants shall not use any Social Media site to explain the Lemongrass Spa Products Compensation Plan or any component of the Compensation Plan. Independent Consultants are permitted to include links to their Replicated Website on social media sites, including, but not limited to, Pinterest, Twitter, LinkedIn and Facebook. However, posting this information to the official Lemongrass Spa Products pages on these sites is prohibited.

11.15.6 Respecting Privacy

Always respect the privacy of others in your postings. Independent Consultants must not engage in gossip or advance rumors about any individual, the Company or competitive products or services. Consultants may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

11.15.7 Use of Third-Party Intellectual Property

If you use the trademarks, trade names, service marks, copyrights or intellectual property of any third-party in any posting, it is your responsibility to ensure that you 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 property of the third party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property. Any fines incurred through the improper use of intellectual property will be the sole responsibility of the Consultant.

11.15.8 Online Professionalism

You must ensure that your postings are truthful and accurate. This requires that you fact-check all material you post online. You should also carefully check your postings for spelling,

punctuation and grammatical errors. Use of offensive language is prohibited.

11.15.9 Prohibited Online Postings

Independent Consultants may not make any postings, or link to any postings or other material, that:

- Is sexually explicit, obscene or pornographic.
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise).
- Is graphically violent, including any violent video game images.
- Is solicitous of any unlawful behavior.
- Engages in personal attacks on any individual, group or entity.
- Is in violation of any intellectual property rights of the Lemongrass Spa Products or any third party.

11.15.10 Responding to Negative Posts

An Independent Consultant must not converse with one who places a negative post against him or her, another Independent Consultant or Lemongrass Spa Products. Lemongrass Spa Products asks that the Independent Consultant report negative posts to the Communications Department at: admin@lemongrassspa.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge who does not hold himself or herself to the same high standards as Lemongrass Spa Products and therefore damages the reputation and goodwill of Lemongrass Spa Products.

11.16 Cancellation of Your Lemongrass Spa Products Business

If an Independent Consultant's Lemongrass Spa Products business is canceled or terminated for any reason, he or she must discontinue using the Lemongrass Spa Products name and all of Lemongrass Spa Product'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 he or she utilizes. If he or she posts on any Social Media site on which he or she has previously identified himself or herself as a Lemongrass Spa Products Independent Consultant, he or she must delete that page or remove the post.

SECTION 12: Changes to a Lemongrass Spa Products Business

12.1 Roll-up of Independent Consultant Organization

Upon voluntary or involuntary termination, all rights, benefits and customer lists are relinquished and any downline is assigned to the next active upline Consultant if that Consultant is qualified to receive such benefits assuming the next active upline Consultant has not violated any of the terms of the Independent Consultant Agreement or any Lemongrass Spa Products policy within the previous twelve (12) months.

12.2 Sale of a Lemongrass Spa Products Business

An Independent Consultant may not sell, give away, assign or otherwise transfer their Lemongrass Spa Products business or any rights or obligations under the Independent Consultant Agreement.

12.3 Division of a Lemongrass Spa Products Business

Lemongrass Spa Products Independent Consultants sometimes operate their Lemongrass Spa Products businesses as husband-wife teams. In the event of a divorce, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other Upline or Downline businesses. In the event of a divorce, the divorcing spouses must submit to Lemongrass Spa Products a certified copy of any legal judgment or divorce decree, or otherwise submit a document bearing the notarized signatures of both parties to Lemongrass Spa

Products specifying the ownership and/or how future commission and bonus checks should be paid.

During the divorce process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other, operate the Lemongrass Spa Products business pursuant to an assignment in writing whereby the relinquishing spouse authorizes Lemongrass Spa Products to deal directly and solely with the other spouse.
- The parties may continue to operate the Lemongrass Spa Products business jointly on a “business-as-usual” basis, whereupon all compensation paid by Lemongrass Spa Products will be paid according to the status quo as it existed prior to the divorce filing. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses be divided. Similarly, under no circumstances will Lemongrass Spa Products split commission and bonus checks between divorcing spouses. Lemongrass Spa Products will recognize only one Downline Organization and will issue only one commission check per Lemongrass Spa Products business per commission cycle. Commission checks shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all of his or her rights in a Lemongrass Spa Products business pursuant to a divorce, he or she is thereafter free to enroll under any Mentor of his or her choosing without waiting four (4) calendar months. In that case, the relinquishing spouse shall have no rights to any Independent Consultant in his or her former Organization or to any former Retail Customer. He or she must develop the new business in the same manner as would any other new Independent Consultant.

12.4 Death and Incapacity

Upon death or incapacity of an Independent Consultant, the Independent Consultant’s interest in her or his Independent Consultant Agreement may be passed to the Independent Consultant’s heir, trustee or other beneficiary, provided that arrangements are made to ensure that other Independent Consultants in the applicable Upline and Lemongrass Spa Products are not adversely affected. If Lemongrass Spa Products determines in its sole discretion that such a disposition will adversely affect other Independent Consultants or Lemongrass Spa Products, Lemongrass Spa Products may terminate the applicable Independent Consultant Agreement.

Appropriate legal documentation must be submitted to Lemongrass Spa Products in connection with any transfer of an Independent Consultant Agreement upon the death or incapacity of an Independent Consultant. Accordingly, each Independent Consultant should consult her or his attorney to assist in the preparation of a will, trust or other testamentary instrument that will properly transfer the Independent Consultant’s interest.

When an Independent Consultant Agreement is transferred by will or other testamentary process with Lemongrass Spa Product’s approval, the beneficiary will acquire the right to collect Commissions and Bonuses generated by the deceased Independent Consultant’s Downline and will otherwise assume all the rights and obligations of the deceased Independent Consultant under the Independent Consultant Agreement, provided the following requirements are met. The beneficiary must:

- Submit a new Independent Consultant Agreement and otherwise meet all the eligibility requirements to become an Independent Consultant.
- Comply with the terms and provisions of the Independent Consultant Agreement.
- Meet all the qualifications for the deceased Independent Consultant’s level and title.

To effect a testamentary transfer of an Independent Consultant Agreement upon the death of an Independent Consultant, the successor must provide the following to Lemongrass Spa Products:

- An original Certificate of Death.
- A notarized copy of the will or other instrument establishing the successor’s right to assume the deceased Independent Consultant’s rights and obligations under the Independent Consultant Agreement and

- A completed and properly executed Independent Consultant Application.

To effect the transfer of a Lemongrass Spa Products Independent Consultant Agreement to a trustee upon the incapacitation of an Independent Consultant, the trustee must provide Lemongrass Spa Products with the following:

- A notarized copy of an appointment as trustee.
- A notarized copy of the trust document or other documents establishing the trustee's right to serve as an Independent Consultant; and
- A completed and properly executed Independent Consultant Application executed by the trustee.

Commission and Bonus checks of a Lemongrass Spa Products business transferred pursuant to this Section will be paid in a single check to the new Independent Consultant. The checks will be mailed to the address shown on the new Independent Consultant Application. If an Independent Consultant Agreement is bequeathed to joint devisees, a new Business Entity must be formed identifying the person responsible for the entity's operation, and a Federal Taxpayer Identification number for the new entity must be supplied to Lemongrass Spa Products. Lemongrass Spa Products will issue all commission and bonus checks and one IRS Form 1099 to the new Business Entity.

12.5 All Other Transfers Prohibited

Except as expressly permitted by this Section 12 and with Lemongrass Spa Product's prior written approval, Independent Consultants shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Independent Consultant Agreement or any rights or obligations under the Independent Consultant Agreement. Any purported assignment, sale, transfer, delegation or other disposition, except as expressly permitted by this Section 12, will be null and void.

SECTION 13: DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

13.1 Disciplinary Sanctions

Violation by an Independent Consultant of the Independent Consultant Agreement, including these Policies and Procedures, or a violation of any common law duty, including, but not limited to, any applicable duty of loyalty, or any illegal, fraudulent, deceptive or unethical business conduct; or any act or omission by an Independent Consultant that, in the sole discretion of Lemongrass Spa Products may damage its reputation or goodwill (such damaging act or omission need not be related to the Independent Consultant's Lemongrass Spa Products business), may result, at Lemongrass Spa Product's discretion, in one or more of the following disciplinary measures:

- Issuance of a written warning (the Independent Consultant will have the opportunity to provide additional information and/or request additional coaching).
- Requiring the Independent Consultant to take immediate corrective measures.
- Imposition of a fine, which may be withheld from bonus and commission checks.
- Loss of rights to one or more bonus and commission checks.
- Lemongrass Spa Products may withhold from an Independent Consultant all or part of the Independent Consultant's Bonuses and Commissions during the period that Lemongrass Spa Products is investigating any conduct allegedly violating the Agreement. If an Independent Consultant's business is canceled or terminated for disciplinary reasons, the Independent Consultant will not be entitled to recover any Commissions withheld during the investigation period.
- Suspension of an Independent Consultant for one or more pay periods.
- Permanent or temporary loss of, or reduction in, the current and/or lifetime Career Title of an Independent Consultant (which may subsequently be re-earned by the Independent Consultant).
- Transfer or removal of some or all of an Independent Consultant's Downline Independent Consultants from the offending Independent Consultant's Downline Organization.

- Involuntary Termination of the offender's Independent Consultant Agreement.
- Suspension and/or Termination of the offending Independent Consultant's Lemongrass Spa Products Replicated Website or website access.
- Any other measure expressly allowed within any provision of the Independent Consultant Agreement or which Lemongrass Spa Products deems reasonable and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Consultant's contractual breach or wrongful conduct.
- In situations deemed appropriate by Lemongrass Spa Products, the Lemongrass Spa Products may institute legal proceedings for monetary and/or equitable relief.

13.2 Grievances and Complaints

When an Independent Consultant has a grievance or complaint with another Independent Consultant regarding any practice or conduct related to their respective Lemongrass Spa Products businesses, the complaining Independent Consultant should first report the problem to his or her sponsor or upline Director, who should review the matter and try to resolve it with the other party's Upline Director. If the matter involves interpretation or violation of the Independent Consultant Agreement, including any Lemongrass Spa Products policy, it must be reported in writing to admin@lemongrassspa.com. The review team will review the facts and attempt to resolve it.

SECTION 14: PAYMENTS

14.1 Returned Checks or Incorrect Direct Deposit Information

All checks returned by an Independent Consultant's bank for insufficient funds or non-successful direct deposit transactions due to incorrect information will be resubmitted for payment. A \$25.00 returned check/incorrect direct deposit information fee will be charged to the commission account of the Independent Consultant. After receiving a returned check from a Customer or an Independent Consultant, all future orders must be paid by credit card, money order or cashier's check. Any outstanding balance owed to Lemongrass Spa Products by an Independent Consultant for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.

14.2 Chargebacks

If an Independent Consultant and/or Retail Customer charges back an order without the return of products, Lemongrass Spa Products has the right to terminate that account without notification. If an Independent Consultant and/or Retail Customer returns product and charges back an order due to a delay in the processing of a refund, the Independent Consultant and/or Retail Customer will be required to contact their merchant and request a reversal of the chargeback in order to maintain their position in Lemongrass Spa Products.

14.3 Sales Taxes

Lemongrass Spa Products is required to charge sales tax on all purchases made by Independent Consultants and Customers, and remit the taxes collected to the respective jurisdictions. Accordingly, Lemongrass Spa Products will collect and remit sales taxes on behalf of Independent Consultants, based on the suggested retail price of the products, according to applicable tax rates in the state, jurisdiction, province or parish to which the shipment is destined. If an Independent Consultant has submitted, and Lemongrass Spa Products has accepted, a current Sales Tax Exemption (Re-Sale) Certificate, albeit permanent or temporary, and Sales Tax Registration License, sales taxes will not be added to the invoice, and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be the responsibility of the Independent Consultant. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. ANY SALES TAX EXEMPTION ACCEPTED BY LEMONGRASS SPA PRODUCTS IS NOT RETROACTIVE.

The sales tax collected by the Independent Consultant from inventory sold at, but not limited to, parties,

events or person-to-person, is considered an offset to the initial sales tax paid by the Independent Consultant to Lemongrass Spa Products upon original purchase.

Lemongrass Spa Products has entered into an agreement with all states and local jurisdictions to administer sales taxes on behalf of its Independent Consultants. The terms of these agreements require Lemongrass Spa Products to pre-collect the applicable sales tax based on the suggested retail price of taxable products and services and ship-to-address. All taxes collected are remitted to the proper state and jurisdiction.

Independent Consultants who do not collect the identical sales tax pre-collected by Lemongrass Spa Products are required to file a Sales Tax Adjustment form for those respective jurisdictions. We suggest that this form be filed annually.

New Mexico Residents: Residents of the State of New Mexico are required to report the gross receipts tax on commission payments received from Lemongrass Spa Products.

SECTION 15: INDEPENDENT CONSULTANT RESCISSION AND TERMINATION PERIOD

15.1 Rescission Period

An Independent Consultant may cancel his or her Independent Consultant Agreement, without penalty or obligation, within three (3) business days (five [5] days for Alaska residents), from his or her enrollment date. If an Independent Consultant cancels, any payments made by him or her under the Independent Consultant Agreement will be returned within ten (10) business days following receipt by Lemongrass Spa Products of the Independent Consultant's cancellation notice. If an Independent Consultant cancels, he or she must make available to Lemongrass Spa Products, in substantially as good condition as when received, any goods delivered to the Independent Consultant under the Consultant Enrollment Agreement. To cancel the transaction, the Independent Consultant must email, mail or deliver a signed and dated letter of intent to rescind to the Corporate Office (no later than midnight of the third business day after the submission date).

15.2 Termination of the Independent Consultant Agreement

As long as an Independent Consultant remains active and complies with the terms of the Independent Consultant Agreement, including these Policies and Procedures, Lemongrass Spa Products shall pay Commissions to such Independent Consultant in accordance with the Compensation Plan. Following an Independent Consultant's Nonrenewal of his or her Consultant Agreement, termination due to inactivity, or voluntary or involuntary termination of an Independent Consultant Agreement (all of these methods are collectively referred to as "termination"), the former Independent Consultant shall have no right, title, claim or interest to the marketing Organization/Downline which he or she operated, or any commission or bonus from the sales generated by the Organization. An Independent Consultant whose business is canceled will lose all rights as a Lemongrass Spa Products Independent Consultant. This includes the right to sell Lemongrass Spa Products goods and services and the right to receive future Commissions, Bonuses or other income resulting from the sales and other activities of the Independent Consultant's former Downline sales Organization. In the event of Termination, Independent Consultants agree to waive all rights they may have, including, but not limited to, property rights to their former Downline Organization and to any Bonuses, Commissions or other remuneration derived from the sales and other activities of his or her former Downline Organization.

Following an Independent Consultant's Termination of his or her Independent Consultant Agreement, the former Independent Consultant may not hold himself or herself out as a Lemongrass Spa Products Independent Consultant and shall not have the right to sell Lemongrass Spa Products goods or services. Lemongrass Spa Products has the right to offset any amounts owed by an Independent Consultant to the Lemongrass Spa Products from Commissions or other compensation due to the Independent Consultant. Lemongrass Spa Products will honor statutory buyback requirements of every jurisdiction (please check

with your state's Department of Revenue for additional information). An Independent Consultant whose business is canceled or Terminated shall receive Commissions and Bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

Upon termination (voluntary or involuntary), the Independent Consultant:

- Must immediately cease all activities as an Independent Consultant, including removing and permanently discontinuing the use of trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Lemongrass Spa Products product, plan or program;
- Loses rights to all his or her Downline and position in the Career Plan and all future Commissions and earnings resulting therefrom;
- Must take all action reasonably required by the Lemongrass Spa Products relating to its materials and protection of its confidential information and intellectual property;
- Must cease the sale of any Lemongrass Spa Products merchandise, sales tools or trial products.
- May not solicit, recruit, approach, contact or discuss with any current or active Lemongrass Spa Products Independent Consultant the opportunity to join another direct sales organization (such as a party plan, multilevel marketing or affiliated program). He or she may not utilize or disclose to any party any proprietary data, processes or Lemongrass Spa Products information regarding suppliers, pricing and commission structures, to develop, consult with, be employed by or share with any other party planning or direct sales organization.

15.2.1 Termination Due to Inactivity

Subject to the provisions of Section 15.2.3 below, If an Independent Consultant fails to personally generate at least \$50 in Personal Volume in whole or in part during a consecutive two (2) month period, his or her Independent Consultant Agreement may be terminated due to inactivity and that Independent Consultant will no longer be considered an Eligible Consultant.

In the event of pregnancy, a personal or family illness or emergency (which will be evaluated on a case-by-case basis by Lemongrass Spa Products), the Independent Consultant will remain active during this time and placed on "approved leave." Upon receipt by Lemongrass Spa Products of appropriate health documentation from the Independent Consultant, his or her status will immediately be reactivated.

15.2.2 Termination Due to Non-renewal

An Independent Consultant may voluntarily terminate his or her Independent Consultant Agreement by failing to renew the agreement. In addition, Lemongrass Spa Products reserves the right to elect not to renew an Independent Consultant Agreement.

15.2.3 Voluntary Termination

An Independent Consultant has a right to terminate his or her Independent Consultant Agreement at any time, regardless of reason. Termination must be submitted via email to admin@lemongrassspa.com or in writing to the Lemongrass Spa Products at its principal business address. The email or written notice must include the Independent Consultant's signature, printed name, address and Independent Consultant ID Number.

If a terminating Independent Consultant is enrolled in the Autoship Program, the Independent Consultant's enrollment in the Autoship Program will be cancelled at the time of termination.

A Consultant who voluntarily terminates will be required to wait four (4) months before reenrolling whether it's under the new sponsor or the original sponsor. The Consultant will also be required to purchase a new Consultant Kit. A Consultant will only be allowed to enroll a maximum of two (2) times in their lifetime.

15.2.4 Involuntary Termination

Involuntary termination shall be effective on the date on which written notice is mailed, emailed, faxed or delivered by an express courier, to the Independent Consultant's last known, email address, fax number, or mailing address, or to his or her attorney, or when the Independent Consultant receives actual notice of termination, whichever occurs first.

15.2.5 Miscellaneous Termination Provisions

An Independent Consultant who terminates (either voluntarily or involuntarily) remains responsible for fulfilling all outstanding obligations (including, but not limited to, any products or refunds due the Customer) before his or her status will be officially canceled and terminated.

Lemongrass Spa Products reserves the right to terminate all Consultant Enrollment Agreements upon thirty (30) days written notice in the event that it elects to cease business operations or dissolve as a corporate entity.

SECTION 16: MISCELLANEOUS

16.1 Severability

If any provision of the Independent Consultant Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

16.2 Waiver

Lemongrass Spa Products retains its right to insist upon compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Lemongrass Spa Products to exercise any right or power under the Agreement or to insist upon strict compliance by an Independent Consultant with any obligation or provision of the Agreement shall constitute a waiver of Lemongrass Spa Product's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an Independent Consultant against Lemongrass Spa Products shall not constitute a defense to Lemongrass Spa Product's enforcement of any term or provision of the Agreement.

SECTION 17: DEFINITIONS

Active Consultant - An Independent Consultant who satisfies the \$25 monthly minimum Personal Volume (in order to be considered active by upline).

Agreement - The contract between the Lemongrass Spa Products and each Independent Consultant that collectively refers to the Lemongrass Spa Products Consultant Enrollment Agreement, these Policies and Procedures, the Terms of Use and the Lemongrass Spa Products Compensation Plan, all in their current form and as amended by Lemongrass Spa Products at its sole discretion.

Approved Personal Website - An Independent Consultant's Lemongrass Spa Products-approved personal website that is hosted on non-Lemongrass Spa Products servers and has no official direct affiliation with Lemongrass Spa Products.

Virtual Office - The virtual office or otherwise known as the Consultant virtual office contains online business tools and information pertinent to each Independent Consultant. It is the website where a Consultant places orders, reviews shipping statuses of orders, views downline activity and reports.

Autoship Program – Ongoing and/or recurring monthly delivery of products and/or credits based upon the program/package chosen.

Bonuses – Extra incentives paid on the Compensation Plan.

Consultant Success Kit – Also known as a business “starter package.” A selection of Lemongrass Spa Products’ products, training materials and business support literature that each new Independent Consultant is required to purchase, except in any state where it may be prohibited.

Cancel – The Termination of an Independent Consultant’s business. Cancellation may be either voluntary, involuntary, through Nonrenewal or inactivity, respectively. Canceled Independent Consultants cannot qualify for Commissions or Upline qualifications in and/or during the period in which they are canceled.

Career Plan - Sometimes referred to as a marketing plan, or compensation plan. This is the plan that outlines how our Independent Consultants earn money through sharing our products with others and building a team of other Independent Consultants.

Career Title – The title that an Independent Consultant holds pursuant to the Lemongrass Spa Product’s Compensation Plan. “Lifetime Rank” refers to the highest Career Title an Independent Consultant has achieved in the Lemongrass Spa Products Compensation Plan at any time. “Paid As” rank refers to the Career Title at which an Independent Consultant is qualified to earn Commissions and Bonuses during the current pay period.

Commissions – All compensation paid on retail sales to an Independent Consultant. This includes either home or online parties, shopping cart orders or individual customer orders.

Compensation Plan – The details of how Commissions and Bonuses are paid to a qualified Independent Consultant.

Customer – An individual or business who purchases Lemongrass Spa Products goods from an Independent Consultant (either directly or via a Replicated Website) and whose account has been paid in full.

Customer Satisfaction Guarantee – If a Customer is not completely satisfied, it is the responsibility of the Independent Consultant to inform Lemongrass Spa Products within 60 days from purchase.

Downline – An Independent Consultant’s Team and all Generations. (All Independent Consultants under you in your genealogy).

Downline Genealogy Reports – The Lemongrass Spa Product’s overall organizational structure that indicates where Independent Consultants are placed.

Electronic Contracting – Refers to The Electronic Signatures in Global and National Commerce Act (E-Sign Act), signed into law on June 30, 2000, which provides a general rule of validity for electronic records and signatures for transactions in or affecting interstate or foreign commerce.

Eligible Consultant – An Independent Consultant who is eligible to receive products at a discounted rate. If an Independent Consultant fails to personally generate at least \$50 in Personal Volume in whole or in part during a consecutive two (2) month period, his or her Consultant Enrollment Agreement may be canceled for inactivity and that Independent Consultant will no longer be considered an Eligible Consultant (and will not receive products at a discounted rate).

Hostess/Host - A person who agrees to host an event for an Independent Lemongrass Spa Products Consultant allowing them to share our products with their friends and family. Hostesses are rewarded with free product and half price items and other exclusive benefits reserved for our hosts, based on the retail amount of product(s) purchased at their event. (see Hostess Reward Program)

Hostess Rewards Program - The Hostess Rewards Program refers to the way in which we reward our hosts and hostesses with free product credits, half-price items and other benefits based on the retail total of products sold at a party or event that they have hosted for an independent Lemongrass Spa Products Consultant. These benefits are subject to change based on season, new products and other factors.

ID Number – The identification number assigned to an Independent Consultant by Lemongrass Spa Products for all Lemongrass Spa Products identification purposes.

Independent – This is a term that must be used to describe every Lemongrass Spa Products Independent Consultant. The term identifies an Independent Consultant as an independent business person working with, not an employee of, Lemongrass Spa Products.

Official Lemongrass Spa Products Material - Material in any form, which is authorized, published and disseminated by Lemongrass Spa Products. This includes, but is not limited to, printed material, audio and videotapes, broadcasts, fax and electronic communications and Internet communications.

Organization –Also referred to as Downline. An Independent Consultant’s Central Team and all Generations. (All Independent Consultants under you in your genealogy).

Override – Monies paid on Downline earnings. See Compensation Plan for more information.

Personal Volume (PV) – Volume, in terms of dollars purchased on qualifying product directly by the Independent Consultant for Lemongrass Spa Products.

Recruit – For purposes of Lemongrass Spa Product's Conflict of Interest Policy (Section 5.15), 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 Lemongrass Spa Products Independent Consultant or Customer to enroll or participate in another multilevel marketing or direct sales opportunity.

Return or Exchange Form – Document required in order to return defective or damaged products. Found in the Independent Consultant’s virtual office.

Replicated Website – A website provided by Lemongrass Spa Products to Independent Consultants that utilizes website templates developed by Lemongrass Spa Products.

Resalable – Products shall be deemed Resalable if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling have not been altered or damaged; 3) they are in a condition to sell the merchandise at full price; 4) they are returned to Lemongrass Spa Products within three (3) months from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, as discontinued or as a seasonal item shall not be Resalable.

Retail Customer – An individual who purchases Lemongrass Spa Products goods from an Independent Consultant but who is not a participant in the Lemongrass Spa Products Compensation Plan.

Retail Sales – Sales to a Retail Customer at full published price.

Social Media – Any type of online media that invites, expedites or permits conversation, comment, rating and/or user-generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content or to comment or respond to content. Examples of social media include, but are not limited to, blogs, chat rooms, Facebook, Snapchat, Twitter, LinkedIn, Pinterest, Instagram and YouTube.

Sponsor – An Independent Consultant who assists another consultant in enrolling into the Company and may be entitled to bonuses or rewards for that activity.

Team – Refers to Independent Consultants (Level 1) and their Independent Consultants, down through all Levels, until the next Director or higher titled consultant.

Team Volume - These totals represent the needed accumulative personal sales volume for any given month of an Independent Consultant’s Team in order to qualify for his or her Title bonus/Commissions. His/her own personal sales volume counts toward Team Volume.

Termination --If an Independent Consultant’s Enrollment is terminated, the Independent Consultant must re-submit an application and be accepted. Should the Independent Consultant have sponsored or had Downline Independent Consultants, those Independent Consultants will roll up to next qualified Upline and cannot be regained by the terminated Independent Consultant. Reasons for Termination: Nonrenewal of Consultant Enrollment Agreement, two (2) months of zero sales, violation of Lemongrass Spa Products Policies and Procedures or Terms of Use or by corporate decision.

Upline – This term refers to the Independent Consultant or Independent Consultants above a particular Independent Consultant in the genealogy up to the Lemongrass Spa Products. Conversely stated, it is the genealogy that links any particular Independent Consultant to the Lemongrass Spa Products.