

**ORIGAMI OWL®**  
**POLICIES & PROCEDURES**  
**JANUARY 2019**

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## **SECTION 1: INTRODUCTION**

### **1.1 Understanding Policies, Career Plan and Independent Business Owner Agreement**

These Policies and Procedures, in their present form and as may be amended by Origami Owl ULC, hereafter “Origami Owl” or the “Company”) from time to time, are incorporated into and form a material part of the Origami Owl Independent Business Owner Agreement. It is the responsibility of each independent contractor (hereinafter referred to as “Independent Designer”) to read, understand, adhere to, and ensure that she or he is in full compliance with the most current version of these Policies and Procedures. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Origami Owl Independent Business Owner Agreement, these Policies and Procedures and the Origami Owl Career Plan. These documents are incorporated by reference into the Origami Owl Independent Business Owner Agreement (all in their current form and as may be amended by Origami Owl from time to time). All capitalized terms used in this document shall have the meaning given to them in the body of the document or in the definitions that appear at the end of the document.

### **1.2 Changes to the Agreement**

Origami Owl reserves the right to amend or modify the Agreement, including these Policies and Procedures, the Origami Owl Career Plan and its product prices in its sole and absolute discretion. By executing the Independent Business Owner Agreement, an Independent Designer agrees to abide by all amendments or modifications that Origami Owl elects to make. Substantive amendments or modifications shall be effective twenty-one (21) days after publication of notice that the Agreement has been amended or modified. Amendments or modifications shall not apply retroactively to conduct or occurrences prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Origami Owl Independent Designer’s Back Office, (2) Origami Owl email, or (3) in Origami Owl’s e-newsletter. The continuation of an Independent Designer’s Origami Owl business, the acceptance of any benefits under the Agreement or an Independent Designer’s acceptance of Bonuses or Commissions constitutes acceptance of all amendments.

## **SECTION 2: BECOMING AN INDEPENDENT DESIGNER**

### **2.1 Requirements to Become an Independent Designer**

To become an Origami Owl Independent Designer, each applicant must:

- Be at least the age of majority in the province or territory of their residence
- Have a valid Business Number if operating as a business entity
- Not be in jail or prison or otherwise confined to a correctional institution;
- Complete and submit an Independent Business Owner Agreement that is accepted by Origami Owl (Origami Owl reserves the right to accept or reject an Independent Business Owner Agreement in its sole discretion);
- Purchase an Origami Owl Starter Kit (with Independent Designer’s personal credit card or debit card or other verified personal funds);
- Have a valid email address; and
- Have a valid credit card

Any proprietorship doing business under an assumed name (business name) must also submit a copy of the applicable governmental registration for the business name. A business entity (i.e., a corporation, partnership or trust) applying to become an Independent Designer must submit applicable incorporation/formation documents, and information concerning directors, officers, partners, trustees, shareholders, as required by Origami Owl.

## **2.2 Independent Contractor Status**

Each Independent Designer is an independent contractor, acting in the capacity of a wholly independent marketing representative who establishes and services Customers for products. An Independent Designer's status as such does not constitute either a sale of a security, franchise or a distributorship (exclusive or otherwise), and absolutely no fees have been or will be required from him/her for the right to distribute Company products pursuant to the Agreement. The Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between the Independent Designer and any other participant in Company's compensation plan and/or the Company. Independent Designers will: (i) comply with all applicable federal, provincial and local laws, rules and regulations pertaining to this Agreement, including the sale, distribution and advertising of Company products, and (ii) at their own expense, complete all filings, and obtain such licenses as are required by applicable federal, provincial and local laws, rules and regulations, with respect to the Agreement and their activities as an Independent Designer. Independent Designers have no authority to bind Company to any obligation.

It is each Independent Designer's responsibility to pay all respective income, local or applicable taxes as an independent contractor. Independent Designers are (i) not eligible for employee benefits, such as unemployment compensation, worker's compensation or minimum wages, and (ii) encouraged to set their own hours and to supply all of their own equipment and tools for operating their Company business, such as telephones, transportation, professional services, office equipment and supplies. Further, Independent Designer should determine their own methods of sale, so long as they comply with the policies of Company. Without limiting the generality of the foregoing, as an Independent Designer, he/she shall be fully responsible for (1) all applicable federal and provincial withholding taxes, source deductions, PST, GST, HST, income tax, other taxes, employment insurance premiums, Canada Pension Plan contributions, worker's compensation contributions or provincial employee health tax contributions and other levies, premiums, license requirements and fees related to his/her earnings and activities as an Independent Designer, and (2) all expenses incurred in connection with the operation of his/her Company-related business, including but not limited to travel, meals, accommodation, secretarial, office, telephone and other business expenses. Certain Canadian provinces require individuals operating as a direct seller in their province to obtain a direct sellers license. Independent Designers must submit a completed and signed application to Origami Owl to obtain a direct sellers license, if applicable, within thirty (30) days of their enrollment as an Independent Designer. After thirty (30) days, Independent Designers' commissions will be withheld until their application is received. All withheld commissions will be paid when the license is received. A full list of provincial direct seller license requirements including links is located in each Independent Designer's Back Office under Designer Resources > Canadian Direct Seller Licensing.

## **2.3 Independent Designer Benefits**

Once an Independent Business Owner Agreement has been accepted by Origami Owl, the benefits of the Compensation Plan and the Independent Business Owner Agreement are available to the new Independent Designer. These benefits include the ability of the Independent Designer to:

- Host Jewelry Bars to promote the sale of Origami Owl products and services



- Participate in the Origami Owl Compensation Plan
- Mentor other individuals as Customers or Independent Designers into the Origami Owl business and build a marketing organization and progress through the Origami Owl Compensation Plan
- Receive periodic Origami Owl literature and other Origami Owl communications
- Participate in Origami Owl–mentored support, service, training, motivational and recognition functions upon payment of appropriate charges, if applicable; and
- Participate in Origami Owl promotional and incentive contests and programs for Independent Designers

## **2.4 Term and Renewal of Your Origami Owl Independent Business Owner Agreement**

The term of the Independent Business Owner Agreement is one (1) year from the date of its acceptance by Origami Owl. Independent Designers must renew their Independent Business Owner Agreement each year and may be required to pay an annual renewal fee on or before the anniversary date of their enrollment as an Independent Designer. If the renewal fee is charged and is not paid within thirty (30) days after the anniversary date of enrollment or any renewal, the Independent Business Owner Agreement may be canceled in Origami Owl's sole discretion.

## **SECTION 3: OPERATING AN ORIGAMI OWL BUSINESS**

### **3.1 Adherence to the Origami Owl Career Plan**

Independent Designers must adhere to the terms of the Origami Owl Career Plan as set forth in these Policies & Procedures and other official Origami Owl literature. Independent Designers shall not offer the Origami Owl opportunity through, or in combination with, any other system, program, sales tools or method of marketing other than that specifically set forth in official Origami Owl literature. Independent Designers shall not cross-promote other sales opportunities to other current or prospective Independent Designers. Similarly, Independent Designers shall not require or encourage other current or prospective Customers or Independent Designers to make any purchase from, or payment to, any individual or other entity or encourage any individual or other entity to participate in the Origami Owl Compensation Plan other than purchase of the Business Package by new Independent Designers.

### **3.2 Single Independent Designer Account**

An Independent Designer may hold only one (1) account. A person may not be a party to more than one (1) Independent Business Owner Agreement or hold, directly or indirectly, any interest in any additional Independent Business Owner Agreements, including an Independent Business Owner Agreement operated by a business entity. Immediate members of a family (mother, father, daughter, son, grandparents) who live in the same household may enter into individual Independent Business Owner Agreements. Members of a household who wish to enroll must enroll under the lineage of the first enrolling household member. For confidentiality purposes and legal reasons, Independent Designers must enroll themselves (an Independent Designer's Mentor, spouse, family member, or anyone else in the Independent Designer's lineage may not enroll a new Independent Designer) and must agree to Origami Owl's Policies and Procedures.

### **3.3 Co-Applicants**

Origami Owl does not accept co-applicants with the exception of an Owlette remaining on an Independent Designer's account as a co-applicant in the event the Owlette has turned eighteen (18) and is still being claimed as a 'dependent' according to IRS guidelines. If an Independent Designer enrolls and her or his spouse, family member, friend or business partner also wishes to become an Independent Designer under the same account, the Designer and individual must enroll as a corporation or other form of business entity. To register a business entity, please contact your applicable Provincial or Territorial government office regarding how to apply.

Two Independent Designers who choose to marry may maintain their separate Independent Designer positions.

### **3.4 Owlettes**

An Independent Designer's minor child who falls between the ages of twelve (12) and seventeen (17) years of age may be added to the Independent Designer's Agreement as an "Owlette" for recognition purposes only. "Recognition Purposes" shall be defined to mean that Owlettes: (i) will be listed in a special field under the primary Designer's account; and (ii) shall be entitled to receive special awards and recognition at the annual convention and other Company sponsored events. Owlettes will not, however, be entitled to receive PV or other monies owed to the primary Designer account holder.

#### **3.4.1 Independent Designer's Responsibilities Regarding Owlettes**

The authorized adult working with the Owlette will be the party to the Independent Business Owner Agreement and will be fully responsible for the fulfillment of the minor's responsibilities and obligations under the Independent Business Owner Agreement. Any act by the adult will be attributed to the minor, and any act by the minor will be attributed to the adult. As the parent/legal guardian, an Independent Designer understands that Owlettes will not be entitled to receive PV or other monies owed to the primary Designer Account holder.

#### **3.4.2 When an Owlette Turns 18 or is no Longer a 'Dependent'**

As long as an Independent Designer claims a former Owlette as a 'dependent' according to the Canada Revenue Agency ("CRA") guidelines, the former Owlette will be allowed to participate as a co-applicant on the parent/legal guardian's account. Such former Owlette must sign a form which states they are a dependent of the main account holder and acknowledge that a CAN Form T4A will be sent to the holder of the social security number on the account. A former Owlette may remain on an Independent Designer's account as a co-applicant from the time they turn 18 until they are no longer considered a dependent of the Independent Designer pursuant to CRA guidelines (see Section 3.3 above). Once a former Owlette turns 18 or is no longer considered a dependent of the Independent Designer according to CRA guidelines, there are three options: (1) the Owlette may create a new Independent Designer account and will have the option to purchase a Starter Kit for the new account; (2) the Independent Designer may transfer the account to the Owlette; or (3) if the Owlette prefers to become an Independent Designer under the same account, the account must be converted to an LLC or other form of business entity.

### **3.5 Changes to a Business Entity**

It is the Independent Designer's responsibility to immediately notify the Origami Owl Career and Guideline Support Team at [CGSupportCAN@OrigamiOwl.com](mailto:CGSupportCAN@OrigamiOwl.com) of any change to the type of business entity currently listed on the Independent Designer's account or the addition or removal of a party member.

In the event of a change of control in a business impacting an Independent Designer's account, arrangements must be made to ensure the Agreement, as well as the Designer's Upline and Downline, are not adversely affected. Origami Owl reserves the right to determine whether such change of control will adversely affect the Independent Business Owner Agreement or the Designer's Upline and Downline and may terminate the Agreement if necessary. Upon a change of control, the new or surviving entity must maintain and meet all requirements set forth in the Independent Business Owner Agreement. Failure to notify the Origami Owl Career and Guideline Support Team at [CGSupportCAN@OrigamiOwl.com](mailto:CGSupportCAN@OrigamiOwl.com) within thirty (30) days of any changes to a business entity may result in the termination of the Independent Designer's account.

### **3.6 Actions of Household Members**

If any individual living in the same primary residence of an Independent Designer engages in any activity which, if performed by the Independent Designer, would violate any provision of the Independent Business Owner Agreement, including these Policies and Procedures, such activity will be deemed a violation by the Independent Designer, and Origami Owl may take appropriate disciplinary action against the Independent Designer.

### **3.7 International Sponsoring and Sales**

Independent Designers are authorized to sell Origami Owl products and/or services and enroll Independent Designers only in Canada, unless otherwise approved in writing by the Company. Origami Owl products or sales aids may not be shipped into or sold in any unauthorized foreign country. Origami Owl Independent Designers based in Canada may sponsor new Designers in the U.S. in accordance with all other sponsoring policies and procedures. Independent Designers in Canada may not do any of the following things outside the country:

- Conduct sales;
- Enroll or attempt to enroll potential Independent Designers (with the exception of U.S. and Canada cross-border sponsoring as noted above); or
- Conduct any other activities for the purpose of selling Origami Owl products, establishing a marketing organization or promoting the Origami Owl opportunity.

### **3.8 Excess Inventory**

Independent Designers should never purchase more product(s) than they can use or sell to customers in a reasonable time period and must not influence or attempt to influence any other Independent Designer to buy more products than she or he can reasonably use or sell. To prevent stockpiling of excess inventory, Independent Designers must certify that they have sold at least seventy percent (70%) of the Origami Owl products purchased in their previous product order prior to placing a new order. Origami Owl's obligation to repurchase products will not apply with respect to any Origami Owl products that an Independent Designer claimed were previously sold. Falsely representing the sale of Origami Owl products shall be grounds for termination of an Independent Business Owner Agreement.

### **3.9 Bonus Buying Prohibited**

Buying product for any reason other than bona fide resale (or for personal use in reasonable amounts) is not permitted. Without limiting the generality of the foregoing, Bonus buying is strictly prohibited. "Bonus buying" includes: (i) the enrollment of individuals or entities without knowledge of and/or execution of the Independent Business Owner Agreement by such individuals and entities; (ii) the fraudulent enrollment of an individual or entity as an Origami Owl Independent Designer; (iii) the enrollment or attempted enrollment of non-existent individuals or entities as Independent Designers; (iv) the use of a credit card by or on behalf of an Independent Designer when the Independent Designer is not the account holder of such credit card; (v) a Mentor purchasing an Independent Designer's Starter Kit; and (vi) any other mechanism by which strategic purchases are made to maximize Commissions or Bonuses when an Independent Designer has no bona fide use for the products purchased.

### **3.10 Taxes**

Each Independent Designer is responsible for paying local, provincial and federal taxes on any income generated as an Independent Designer. The Company cannot provide an Independent Designer with any personal tax advice. Independent Designers should consult their own tax accountant, tax attorney or other tax professional. If an Independent Designer's Origami Owl business is tax-exempt, the federal Business Number must be provided to Origami Owl.

Each Independent Designer is also responsible for notifying Origami Owl if they are expected to earn over \$30,000 annually per CRA Reference Code: RC 4022. If an Independent Designer expects to earn over the annual threshold, the Independent Designer must apply and register for GST / HST with the CRA and forward her CRA number to Origami Owl, and the Independent Designer is responsible for filing and remitting the GST / HST return to the CRA.

### **3.11 Adherence to Laws and Ordinances**

Independent Designers shall comply with all federal, provincial/territorial 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 Designers because of the nature of their business, however, Independent Designers must obey those laws that apply to them.

### **3.12 Back Office Access**

Origami Owl provides Independent Designers with an interactive online portal known as the Back Office. The Back Office provides access to confidential and proprietary information that may be used solely and exclusively to promote the development of your Origami Owl business and to increase your Origami Owl sales. Access to the Independent Designer Back Office is a privilege and not a right. Origami Owl reserves the right to deny Back Office access to an Independent Designer. All Independent Designers have a duty to protect the Company's Confidential Information (as defined below). If an Independent Designer is having trouble accessing the Independent Designer Back Office, please call 1-844-825-1687 or contact our Care Team.

### **3.13 Use of Origami Owl Name on Chequing Accounts**

Independent Designers are not permitted to use the Origami Owl, ULC, trade name or any of its trademarks/service marks on personal or business chequing accounts. However, an Independent Designer may imprint his or her cheques with “Independent Designer with Origami Owl.”

## **SECTION 4: INDEPENDENT DESIGNER BUSINESS PRACTICES**

### **4.1 Code of Ethics**

Origami Owl Independent Designers are expected to uphold the highest standards of business ethics while affiliated with Origami Owl. Origami Owl will take every measure to ensure a safe, ethical, moral and profitable opportunity for all. Each Independent Designer is required to adhere to the following Code of Ethics in the operation of an Origami Owl business:

#### **As an Independent Designer of Origami Owl, I promise and agree that:**

- I will be courteous, respectful, honest and fair in all of my dealings while acting as an Independent Designer and I will perform my business activities in a manner that will enhance my reputation and the positive reputation of Origami Owl. I recognize that the founders of Origami Owl have strong personal convictions regarding the ethical conduct of all Independent Designers.
- I will not disrespect any corporate officers or employees of Origami Owl 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 these people, a warning will be issued, or your Independent Designer status may be suspended or terminated at Origami Owl's sole discretion).

Unethical practices by any Independent Designer will be grounds for immediate suspension with a possible termination from Origami Owl. While being unethical is open to a broad interpretation, the following should serve as a guideline of what is not acceptable to Origami Owl:

- Soliciting and/or enticing an existing or potential Independent Designer to join one's Team or Downline while knowing he or she is working with another Independent Designer.
- Placing sales on an Origami Owl 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/Downline requirements – such actions will be viewed as fraud. Origami Owl reserves the right to cancel such orders and void all other benefits, such as Career Title increases, Commission, etc. Violations of this policy will result in immediate termination of the Independent Business Owner Agreement.
- In order to maintain and enhance the positive reputation of Origami Owl, we request that our Independent Designers refrain from threatening to seek outside counsel or file a complaint against Origami Owl to resolve a business concern. Examples include but are not limited to complaints filed with the Better Business Bureau, the Direct Selling Association or an Attorney General's Office. We request that all such matters be handled through proper business channels.

- Creating, perpetuating or distributing any and all rumors, false accusations, hearsay, vilification, tort, defamation or libel about Origami Owl, products, competitors, corporate office staff or any Origami Owl Independent Designer, whether the Independent Designer believes such rhetoric to be true or not. This includes, but is not limited to, all communication via social media, email and messaging on mobile devices.
- Purchasing Origami Owl products from a non-Origami Owl–approved site or purchasing counterfeit Origami Owl products of any kind from any source.

As a pending member of the Direct Sellers Association of Canada (“DSA”), Origami Owl proudly supports the DSA’s “Code of Ethics.” Independent Designers can view the DSA Code of Ethics at [www.dsa.ca](http://www.dsa.ca). It is important to us that you conduct your Origami Owl business in accordance with the DSA Code of Ethics.

## **4.2 Change of Address, Telephone and Email Addresses**

Personal information may be edited by logging into Origami Owl Independent Designer’s Back Office and is the sole responsibility of the Independent Designer to ensure all information is accurate and current. This is to ensure all Commissions, tax documentation and timely deliveries of product and supporting materials. Some information such as business numbers can be changed by contacting Origami Owl Career and Guideline Support Team at [CGSupportCAN@OrigamiOwl.com](mailto:CGSupportCAN@OrigamiOwl.com).

## **4.3 Indemnification**

An Independent Designer is fully responsible for all of her or his verbal and written statements made regarding Origami Owl products, services and the Career Plan that are not expressly contained in official Origami Owl materials. This includes statements and representations made through all channels of communication, including but not limited to, person-to-person, online webinars, meetings, through social media, in print or any other means of communication. Independent Designers agree to indemnify Origami Owl and Origami Owl’s directors, officers, employees and agents, and hold them harmless from all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Origami Owl as a result of the Independent Designer’s unauthorized representations or actions. This provision shall survive the termination of the Independent Business Owner Agreement.

## **4.4 Product Claims**

No claims (such as personal testimonials) as to the nature of the composition of the metal, stones, enamel, paint, or other unique properties of any products offered by Origami Owl may be made except those contained in official Origami Owl literature. Such statements are in violation of the Independent Business Owner Agreement, they also violate the laws and regulations of the United States, Canada and other jurisdictions.

## **4.5 Providing Documentation to Applicants**

Independent Designers must provide the most current version of the Policies and Procedures and the Career Plan to individuals they are mentoring to become Independent Designers before the applicant signs an Independent Business Owner Agreement or must ensure that they have been reviewed online prior to enrollment.

## **4.6 Talent Release**

Each Independent Designer hereby consents to and will allow Origami Owl to use the name, photograph, testimonials, likeness, title, positions, voices, biography and any film footage, video tapes, audio tapes, recordings and interviews of each Independent Designer (and any Owlette listed on a Designer's Account) when created in connection with any Origami Owl events, promotions and/or conventions to advertise, promote and publicize Origami Owl opportunities or services. An Independent Designer may withdraw this consent by submitting such withdrawal in writing to the Legal Department at the corporate office of Origami Owl, but such withdrawal of consent shall apply only to future use of such materials and shall not apply to use that has already occurred.

## **4.7 Income Claims Prohibited**

Independent Designers shall not make claims or representations of potential or guaranteed income or profits in connection with the Origami Owl direct sales program. Any amounts that Independent Designers earn are based only on the sale of Origami Owl products and not on the mere act of sponsoring other Independent Designers. The Federal Government of Canada has laws and/or regulations that prohibit certain types of income claims and testimonials by persons engaging in direct selling/network marketing. While Independent Designers may believe it beneficial to tell other Independent Designers and potential Independent Designers about their earnings or the earnings of others, such claims may have legal consequences and adversely impact Origami Owl, as well as Independent Designers making the claims, unless appropriate disclosure required by law is also made at the same time with the income claim. In all presentations to prospective Independent Designers, the most current, official Company-prepared "Independent Designer Compensation Summary" (IDCS) shall be provided to such prospects. The IDCS will change from time to time to reflect updates in compensation figures. The latest version of the IDCS is available in the Back Office. Because Independent Designers generally do not have the information necessary to comply with such legal requirements, Independent Designers may not make any projections, claims or estimates regarding such other Independent Designers' potential or guaranteed income, or disclose their own income by showing cheques, copies of cheques, bank statements, tax records or other such documents.

## **4.8 No Representations Regarding Governmental Approval**

Independent Designers may not represent that Origami Owl or its Career Plan have been approved or endorsed by any governmental or regulatory agency.

## **4.9 Ethical Marketing**

Independent Designers shall comply with all laws, rules, regulations and governmental requirements applicable to the operation of their Origami Owl business, including the marketing, promotion and sale of Origami Owl products. It is the responsibility of the Independent Designer to safeguard and promote the good reputation of Origami Owl and to conduct their business in a manner that reflects favorably on Origami Owl's products, name, goodwill and reputation. Each Independent Designer should refrain from unethical conduct, including disparagement of Origami Owl or other Origami Owl Independent Designers. Independent Designers shall:

- Not publish or use any misleading or deceptive advertising material regarding Origami Owl;
- Honor the Origami Owl Product Guarantee with respect to all Origami Owl products;

- Not make any statements, representations, or guarantees or warranties regarding Origami Owl products or the Career Plan that are inconsistent with those set forth in the Independent Business Owner Agreement and Origami Owl marketing materials;
- Distribute the Origami Owl products only as shipped by Origami Owl, with all documentation, packaging and other supplemental materials intact; and
- Not alter or modify any Origami Owl product packaging or take any action that affects or could affect the appearance, quality, content or performance of any Origami Owl product.

#### **4.10 Reporting Policy Violations**

Independent Designers who become aware that another Independent Designer who has violated one or more provisions of the Independent Business Owner Agreement should promptly notify the Origami Owl Career and Guideline Support Team (CGSupportCan@OrigamiOwl.com). 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. Please know that while we review all issues that are brought to our attention, due to the confidential nature of our communications, we will not be able to share the resolution of this issue to individuals who were not directly related to the concern.

#### **4.11 Security**

All Independent Designers 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 Designers 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 Designers dispose of any paper or electronic record containing customer data and other confidential information, Independent Designers 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-constructible and indecipherable through any means. Upon request, an Independent Designer will certify to Origami Owl that all forms of the requested personal information have been destroyed and will describe any exceptions.

#### **4.12 Reporting Security Breaches**

Independent Designers must comply with all applicable privacy and data security laws, including security breach notification laws. In the event of an actual or suspected security breach affecting customer data, the applicable Independent Designer shall promptly notify the affected customers and Origami Owl's Career and Guideline Support Team (CGsupportCAN@OrigamiOwl.com) in writing after becoming aware of such security breach, specifying 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. Independent Designers, at their expense, shall cooperate with Origami Owl 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, applicable governmental agencies and consumer reporting agencies if such notification is required by law.



### **4.13 Commercial Outlets**

Independent Designers are not permitted to display or sell Origami Owl jewelry in any retail or service establishment. Only Origami Owl approved marketing material may be displayed. No Independent Designer shall:

- Sell, display or distribute any Origami Owl products in or through any retail or commercial establishment;
- Sell any Origami Owl products to any customer the Independent Designer knows or has reason to believe may resell such Origami Owl products in or through any such establishment; or
- Solicit or encourage any third party to do any of the foregoing.

Online auctions and/or sales facilitation websites (such as eBay or Etsy) may not be utilized to sell Origami Owl and are considered retail establishments for these purposes.

### **4.14 Trade Shows, Expositions and Other Sales Forums**

Origami Owl encourages the promotion of our jewelry, however, there are certain restrictions. Independent Designers may display and/or sell Origami Owl products at trade shows and professional expositions. Independent Designers may not set up a display for an extended period of time at recurring events as this would be considered a retail establishment. Independent Designers may not display and/or sell Origami Owl products at flea markets, swap meets, yard/garage sales, consignment sales, online forums of such expos or any such forum which could diminish the overall look and value of the jewelry or the Origami Owl brand. The Company reserves the right to audit an Independent Business Owner's books and records at any time to ensure that they are not profiting from charging to cover venue fees. If there are any questions regarding whether an event may be prohibited by our Policies and Procedures, please direct inquiries to Origami Owl Career and Guideline Support Team at [CGSupportCAN@OrigamiOwl.com](mailto:CGSupportCAN@OrigamiOwl.com). Independent Designers may also find additional information in the Back Office.

### **4.15 Fundraisers**

Origami Owl encourages our Independent Designers to participate in their local community. However, Origami Owl does not provide a discount on bulk product for fundraising purposes. If an Independent Designer would like to participate in a fundraiser, she or he can donate to the organization in many ways. For general questions regarding events, please refer to Origami Owl Career and Guideline Support Team at [CGSupportCAN@OrigamiOwl.com](mailto:CGSupportCAN@OrigamiOwl.com). Origami Owl recommends donating a portion of one's Commissions or donating hostess benefits as two easy ways to participate in fundraising.

Independent Designers are never allowed to sell Origami Owl products for more than the current retail price, even if it is for a good cause. If a product is on special, the Designer may sell the product at its regular retail price and donate the difference between the special and retail price to charity.

### **4.16 Territory Restrictions**

There are no exclusive territories granted to any Independent Designer. No warranties, exchanges or refunds will be granted to Origami Owl products known to be sold outside of authorized territories.

## **4.17 Account Maintenance**

Each Independent Designer is solely responsible for maintaining her or his account with Origami Owl and remitting all payments due in a timely manner. Should an Independent Designer's account go into collection, the Independent Designer will be responsible for (and will indemnify and hold harmless Origami Owl from and against) all costs and fees incurred by Origami Owl in the collection of the amount due. The Independent Designer agrees to allow Origami Owl to deduct any amount due including costs and fees, from the Independent Designer's account or to withhold future payments until the account is current.

## **4.18 Conflicts of Interest, Selling with Other Direct Sales Companies / Non-Solicitation**

### **4.18.1 Selling with Other Direct Sales Companies**

Because the Company offers Independent Designers the opportunity to earn Team Bonus and commissions on sales made by Independent Designers on their Team, the family and friends you sponsor not only impact you as part of your Team, but they also become part of the Team of your Sponsor, and their Sponsor, and many others. This interdependent set of relationships means that many others are impacted by the actions of others on the Team. It is the Origami Owl's goal to help protect the entire Team of Sponsors who joined before you and after you by ensuring that others aren't creating confusion or disruption by attempting to solicit Team members for any other product or service. While supporting the entrepreneurial spirit of our Independent Designers, we also set guidelines to help protect the community from cross-sponsoring or solicitation.

Independent Designers below the level of Executive Team Manager may participate in other direct sales business ventures or network marketing opportunities that are not directly conflicting as related to jewelry products, provided that they do not violate any other provision of these Policies & Procedures.

If an Independent Designer is engaged in any other direct sales, party plan or network marketing program, it is the responsibility of the Independent Designer to ensure that her or his Origami Owl business is operated entirely separate and apart from any other program. The Independent Designer must agree to the following:

- The Independent Designer shall not display Company promotional material, sales aids, products or services with or in the same location as any third-party promotional material or sales aids, products or services;

- The Independent Designer may not offer or promote any third-party opportunity, products or services at any Origami Owl–related meeting, seminar, convention, webinar, teleconference or other function; and
- No member of the Independent Designer’s team may be sponsored or enrolled in the other direct-selling business.

#### **4.18.2 Leadership Focus Policy**

Origami Owl believes Independent Designers will be most successful when they focus on leadership, building a team and operating only one direct sales business. Therefore, Independent Designers who have achieved the Career Title of Executive Team Manager or above (and receive the additional compensation and benefits available to Independent Business Owners at these advanced levels), or are designated as Direct-to-Corporate, are only permitted to build a downline team (defined as a team of three (3) or more people at the rank of Team Leader or a rank substantially similar to the rank of Team Leader) with one direct sales business. For questions regarding this policy, please contact the Care Team.

Origami Owl provides a wealth of training resources to ensure that Leaders are equipped to grow their business and train their teams for peak performance. Training and coaching is a fundamental part of developing a team, and Independent Designers are expressly prohibited from charging a fee to or receiving any other form of compensation from any other Independent Designer with Origami Owl for coaching or mentoring services. Independent Designers are also prohibited from using any Origami Owl training resources, any business methods or sales materials, or any other information provided by Origami Owl for the purpose of engaging in a coaching business involving coaching and training individuals with other direct sales companies outside of Origami Owl.

Leaders are expected to focus on their business and their team. If Origami Owl learns that an Independent Designer who has achieved the leadership rank of Executive Team Manager or above is participating in a paid coaching or training business of any kind, there will be a presumption that the Leader is improperly using Origami Owl materials and information in furtherance of the coaching business. This will be grounds for disciplinary action, up to and including removal of Downline team members or termination of the Leader’s account, in Origami Owl’s sole and absolute discretion.

For questions regarding this policy, please contact the Career and Guideline Support Team.

#### **4.18.3 Non-Solicitation**

During the term of their Independent Business Owner Agreement and for a period of six (6) full calendar months following the termination of the Independent Business Owner Agreement, Independent Designers shall not directly or indirectly recruit or solicit current or prospective Independent Designers or customers to participate or sell in conjunction with any other direct sales, party plan or network marketing business. The Independent Designer agrees that this provision shall survive the termination or expiration of the Independent Business Owner Agreement.

Independent Designers may not use the Origami Owl Official Facebook Fan Page or the Independent Designer's Facebook Group page to solicit business, drive people to your personal website, or sign up Team members. Independent Designers may not solicit or encourage, directly or indirectly, any Origami Owl Independent Designer to cancel her or his Independent Designer contract agreement with Origami Owl and you agree not to solicit, enroll, hire or otherwise work with any Origami Owl Independent Designer during the term of her or his agreement with Origami Owl and for six (6) full calendar months thereafter, without the prior written consent of Origami Owl. A solicitation includes any direct or indirect attempt to encourage an Independent Designer to consider joining or working with another direct sales company or any direct or indirect attempt to encourage an Independent Designer to cancel her or his Independent Designer contract agreement with Origami Owl. A solicitation may include communicating information (including through online postings) about another business venture to any Independent Designer, to the extent a reasonable person would interpret your communication as an attempt to solicit her or his interest in that business venture.

#### **4.19 Confidential Information**

As used in these Policies and Procedures, "Confidential Information" means all Company information that is intended by Company to be kept confidential, and includes, but is not limited to, product development information, marketing plans and related strategic operational information, Origami Owl training materials, Downline Genealogy reports, the identity and contact information of Origami Owl customers and Independent Designers, Independent Designers' Personal and Team Volumes and Independent Designer Career Title and/or achievement levels, and trade secrets, and any other information which may have value by virtue of its not generally being known to the public or Company's competitors. Confidential Information is, or may be, available to Independent Designers in the Back Office. Independent Designer access to such Confidential Information is password-protected and constitutes proprietary information and business trade secrets of Origami Owl.

Confidential Information is provided to Independent Designers in the strictest confidence and is made available to Independent Designers for the sole purpose of assisting them in the operation of their independent Origami Owl business. Independent Designers are (i) prohibited from using Confidential Information for any purpose other than developing and supporting their independent Origami Owl business; (ii) prohibited from directly or indirectly disclosing any Confidential Information to any third party for any purpose whatsoever and (iii) prohibited from posting or blogging such Confidential Information on social media sites. This obligation to protect and not disclose Confidential Information shall survive any cancellation or termination of the Independent Business Owner Agreement and shall be effective and binding upon any former Independent Designer following termination of the Independent Business Owner Agreement. By choosing to conduct business with Origami Owl, Independent Designers agree that this restriction is fair, equitable, and reasonable and is designed to protect the legitimate business interests of the Company and other Independent Designers.

#### **4.20 Targeting Other Direct Sellers**

Origami Owl 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 Origami Owl products or to become Independent Designers for Origami Owl, nor does Origami Owl condone the solicitation or enticement by Independent Designers of members of the sales force of another direct sales company to violate the terms of their contracts with such other companies. Should Independent Designers 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 Designer alleging that she or he engaged in inappropriate or illegal recruiting activity of its sales force or customers, Origami Owl shall not be responsible for any of the Independent Designer's defense costs or legal fees, nor will Origami Owl indemnify the Independent Designer for any judgment, award or settlement. Further, in such situations, the Independent Designer agrees to indemnify and hold Origami Owl harmless from any costs, legal fees or damages that may be incurred by Origami Owl due to the inappropriate or improper activities of the Independent Designer.

## **SECTION 5: MENTORS**

Independent Designers who are willing to commit time to help other Independent Designers reach their business goals are Mentors. Origami Owl expects Mentors to commit time to motivate, train and coach others to succeed in their own businesses.

### **5.1 Mentor Guidelines and Obligations**

Independent Designers who become Mentors and build a team are expected to actively practice the Origami Owl core mission statement "to be a force for good, to love, inspire, motivate people of all ages to reach their dreams and empower them to make a difference in the lives of others." This includes providing adequate training and support to their downline team so they may be successful in their business. Below are suggested examples of how a Mentor can provide training and support to their downline team:

#### **Motivate and Coach**

- Reflect the highest standards of integrity, honesty and responsibility in dealing with the Company, customers, fellow Company leaders and Independent Designers; and constantly emphasize and promote the necessity of good customer relations
- Return telephone calls, emails and texts promptly
- Provide team recognition as appropriate
- Keep the line of communication open with your team members

#### **Training and Company Events**

- Schedule, hold and attend all meetings, workshops, Jewelry Bars, training sessions and other motivational and educational programs as necessary and appropriate to motivate and aid downline team members to grow their business successfully
- Conduct onboarding training for new Independent Business Owners in accordance with Origami Owl's training program.
- Use best efforts to encourage and motivate new Independent Designers to participate in Origami Owl programs and special events such as the Annual Convention

Mentors who demonstrate a consistent pattern of failing to provide training and support to their team or chronic neglect of their team may be subject to disciplinary action up to and including removal of Downline members.

Mentors may never charge members of their Downline or other Independent Designers for training and coaching that should be provided in accordance with this mentoring policy. Mentors who are found to be operating a for-profit training or coaching business involving third party direct sellers not affiliated with Origami Owl may not allow such activities to interfere with their mentoring responsibilities. If any such activities conflict with their mentoring responsibilities or otherwise cause a distraction to their team, Origami Owl may impose disciplinary action up to and including removal of Downline members or termination of the Independent Designer's account.

## **5.2 Mentor Assignment**

Every Independent Designer who personally sponsors a new Independent Designer or receives assignment of a new Independent Designer who was an "Annie" has the right to mentor the Designer personally or to select the Mentor for the newly enrolled Independent Designer. The selected Mentor must be a qualifying Independent Designer on his or her Team (Level 1-4) and the Mentor assignment must be complete by 11:59 p.m. CT on the last calendar day of the month during which the new Independent Designer enrolled. The Personal Volume generated by the new Independent Designer in the enrollment month will be credited to the Mentor under which she or he is assigned at the end of the enrollment month. Any Personal Volume generated by an "Annie" from the purchase of a Starter Kit will not be credited in the form of contest points to the Mentor to which she or he is assigned. The determination of whether an Independent Designer is qualified to receive Mentor assignments under this policy shall be made in the sole discretion of Origami Owl. This means that an Independent Designer who personally sponsors someone may be, but will not necessarily be, the new Independent Designer's Mentor. If an Independent Designer voluntarily terminates her or his Independent Business Owner Agreement and re-enrolls within six (6) full calendar months (as described in detail below), she or he is not eligible to be assigned to a new Mentor and must re-enroll under the same Mentor who was assigned prior to the voluntary termination.

## **5.3 Change of Mentor**

Origami Owl does not permit an Independent Designer to change Mentors following enrollment. In the instance of an error, please contact our Career and Guideline Support Team at [CGSupportCAN@OrigamiOwl.com](mailto:CGSupportCAN@OrigamiOwl.com) and include the reason for the transfer request. Transfers will only be considered in the following two circumstances:

### **5.3.1 Misplacement**

In cases in which a new Independent Designer is assigned a Mentor other than the individual she or he was led to believe would be her or his Mentor, the new Independent Designer may request that she or he be transferred to the Mentor they meant to sign under, with her or his entire Downline 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 Designer requesting the change has the burden of proving that she or he was placed beneath the wrong Mentor (e.g., text messages, emails, etc.). Origami Owl reserves the right to grant or deny a transfer request in its sole discretion.

### **5.3.2 Termination / Inactivity and Re-Enrollment**

Except for a transfer request made pursuant to these Policies & Procedures, an Independent Designer wishing to change Mentors may do so only if she or he voluntarily terminates her or his Independent Business Owner Agreement by giving written notice to Origami Owl and then refraining from participating in the Origami Owl program in any capacity (e.g., no purchases of Origami Owl products for resale, no sales of Origami Owl products, no mentoring, no attendance at any Origami Owl functions, no participation in any other form as an Independent Designer, no operation of any other Origami Owl business) or has not had any activity (0 Personal Volume) for a period of six (6) full calendar months. Following the six (6) full calendar month period of inactivity, the former Independent Designer may re-enroll under a new Mentor; however, the former Independent Designer's Downline will remain under her or his original Mentor. If an Independent Designer voluntarily terminates her or his Independent Business Owner Agreement and requests Reinstatement within six (6) full calendar months (as described in detail below), she or he is not eligible to be assigned to a new Mentor and will be reinstated under the same Mentor and Personal Sponsor who were assigned prior to the termination. This policy is designed to preserve the integrity of the sponsoring process.

### **5.3.3 Waiver of Claims**

In cases in which the appropriate Mentor change procedures have not been followed and a Downline organization has been developed by an Independent Designer, Origami Owl 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 Mentors is often extremely difficult, therefore, INDEPENDENT DESIGNERS WAIVE ANY AND ALL CLAIMS AGAINST ORIGAMI OWL, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO OR ARISE FROM ORIGAMI OWL'S DECISION REGARDING THE PLACEMENT AND DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY SWITCHED MENTORS.

### **5.3.4 Placement of Unassigned "Annie" Designers**

A new Independent Designer who has not selected a Mentor upon enrollment (an "Annie") will be placed with a qualified Independent Designer who is eligible to receive Annie placements based on qualifications established by Origami Owl in its sole and absolute discretion. Qualifications for eligibility will be posted in the Back Office and may be updated from time to time.

## **SECTION 6: SALES REQUIREMENTS**

Independent Designers may exchange, trade, transfer or sell retired, out of stock, or in stock product including, but not limited to, jewelry, marketing materials or Origami Owl packaging that is needed by another Independent Designer as long as it is agreeable to both parties and is not done via any public forum (including but not limited to Facebook, eBay, Etsy, blogs, or chat rooms). Independent Designers cannot barter, gamble, or raffle any product, including, but not limited to, jewelry, marketing materials or Origami Owl packaging. Independent Designers are never permitted to sell Origami Owl products for an amount higher than the current retail price.

It is also against policy to combine orders with another Independent Designer under another Independent Designer's ID number. 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 and Bonus payments.

## **6.1 Product Sales and Transfers**

The Origami Owl Career Plan is based on the sale of Origami Owl products and services to end consumers. Independent Designers must fulfill personal and Downline organization wholesale and/or Retail Sales requirements (as well as meet other responsibilities set forth in the Independent Business Owner Agreement) to be eligible for Bonuses, Commissions and advancement to a higher Career Title.

Origami Owl uses the Alternative Collection Method ("ACM") to calculate and remit GST on sales of Origami Owl products. The GST will be calculated by Origami Owl on the retail price of products sold and remitted to the Canada Revenue Agency.

If a customer accidentally places an order under the wrong Independent Designer, Origami Owl must be contacted via the contact form on the Origami Owl website (<https://www.origamiowl.com/contact>) within the same calendar month of the purchase in order to move that purchase to the correct Independent Designer. This time frame is necessary to facilitate appropriate Commission and Bonus payouts.

## **6.2 Sales Receipts**

Independent Designers will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product afforded consumers under applicable Provincial consumer protection legislation.)

When making a sale to an end customer, Independent Designers must provide him/her with an official Company retail receipt (also referred to herein as an 'order form') at or prior to the timer of the initial sale and every sale thereafter. These sales receipts set forth (i) the consumer protection rights afforded by applicable Provincial and Territorial law for direct sales, including the right to cancel (without any reason) the sale contract up to 10 days after the end customer receives a copy of the contract and (ii) the Company's own return policy. Independent Designers must duplicate the form and provide one to the retail Customer and retain a copy for their records. You should maintain copies of all such sales receipts for a period of six (6) years and furnish them to Company at the Company's request.

## **6.3 Re-packaging and Re-Labeling Prohibited**

Origami Owl products may be sold only in their original packaging. Independent Designers may not re-package, re-label or alter the labels on Origami Owl products in any way. Tampering with labels or packaging could be a violation of federal and provincial, territorial laws, and could result in civil or criminal liability. Independent Designers 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.



## **6.4 Order Deadlines**

All Jewelry Bar orders and retail orders must be successfully submitted before midnight Central Time (CT) on the last calendar day of the month in order to be included in an Independent Designer's Personal Volume (PV) for that month and to be counted for sales contests, incentives, etc. Origami Owl reserves the right to require different order deadlines for special order types or promotions.

## **6.5 Holding Applications or Orders**

Independent Designers must not manipulate enrollments of new applicants or purchases of products. All product orders must be sent to Origami Owl within seventy-two (72) hours from the time they are placed by a Customer. The following practices are strictly prohibited:

- 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; or
- Holding Hostess and customer orders for more than seventy-two (72) hours after funds have been received or the payment has cleared.

## **SECTION 7: SHIPMENTS**

### **7.1 Non-Deliverable Orders**

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

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

When this occurs, Origami Owl will refund the order less the cost of shipping and neither the Independent Designer nor the Independent Designer's Upline will receive any credit for the order. If the order has already been credited to the Independent Designer's sales volume, the credit (and any associated Commissions or Bonuses) will be canceled.

Requests for the rerouting or reshipping of processed orders resulting from the input of an invalid or incorrect shipping address or a request for change of address by an Independent Designer may result in an additional fifteen-dollar (\$15) correction and rerouting fee.

### **7.2 Returns and Order Issues**

If an Independent Designer or customer selects a cash payment option for their order and chooses to return or exchange their purchase, they will be offered an Origami Owl credit for the price of the product(s). Cash

refunds are not offered for cash payment orders. An Independent Designer or customer should refer to <http://www.origamiowl.com/faq> for the complete returns policy and for details on reporting for shipment or order issues.

## **SECTION 8: COMMISSIONS AND BONUSES**

### **8.1 Monthly Commission and Bonus Qualifications**

An Independent Designer must be in good standing and in compliance with the Independent Business Owner Agreement to qualify for Commissions and Bonuses. As long as an Independent Designer complies with the terms of the Independent Business Owner Agreement, Origami Owl shall pay Commissions and Bonuses to such Independent Designer in accordance with the Career Plan. If an Origami Owl Designer's Commissions and Bonuses do not equal or exceed ten dollars (\$10), Origami Owl will transfer the commissions to the Designer's Commissions Manager located within their Back Office. Notwithstanding the foregoing, all Commissions owed an Independent Designer, even if less than the minimum, will be paid at the end of each fiscal year, unless the payout date is adjusted by the Independent Designer or upon the termination of the Independent Designer's business.

To be eligible for Bonuses, Independent Designers must satisfy Personal Volume, Team Volume and leader development requirements associated with their Career Title as specified in the Origami Owl Career Plan.

### **8.2 Monthly Commission and Bonus Payment Schedule**

Commissions and Bonuses will be calculated by the 10th of each month for the month prior. If the 10th falls on a legal holiday or weekend, Commissions and Bonuses will be calculated prior to the next regularly scheduled business day. Origami Owl does not advance cash or any portion of Commissions or Bonuses relating to: cash prizes, cash payouts, trip programs or contests, etc. Deductions or adjustments for returned product(s) will be reflected in the corresponding Calendar Month. Origami Owl's office is open Monday through Friday, with the exception of most national holidays and other holidays as may be designated by the company from time to time.

### **8.3 Bonus Categories**

Independent Designers may earn Bonuses in the following categories according to the terms of the Origami Owl Career Plan.

#### **8.3.1 Personal Sponsor Bonuses**

The Personal Sponsor Bonus is paid to any qualifying Independent Designer on volume produced by new Independent Designers personally sponsored into the Origami Owl business, regardless of who is assigned to be the Mentor for the new Independent Designer. The amount paid is determined by the Independent Designer's qualifying or Paid-As title. For details regarding Personal Sponsor Bonus amounts and qualifications, please refer to the Career Plan summary set forth in the attached Appendix C below.

### **8.3.2 Mentor Bonuses**

The Mentor Bonus is paid to qualifying Independent Designers on volume produced by Levels 1-4 of their Team. Mentor Bonuses are paid on those Levels at which Origami Owl believes an Independent Designer has the ability to influence and help other Independent Designers. It is expected that Independent Designers will be asked to assist Independent Designers in Levels 1-4 and are therefore able to qualify to earn the Mentor Bonus on those Levels depending on their rank. For details regarding Mentor Bonus amounts and qualifications, please refer to the Career Plan summary set forth in Exhibit C below...

### **8.3.3 Director Generation Bonuses**

The Director Generation Bonus is paid to qualifying Paid-As Directors and above on volume produced by Paid-As Directors and above they help develop in Generation 1 and Generation 2 of their Downline. It is paid to compensate these leaders for the work they do to train and mentor leaders and other Independent Designers below their Levels 1-4. For details regarding Director Generation Bonus amounts and qualifications, please refer to the Career Plan summary set forth in Exhibit C below.

### **8.3.4 Advancement Bonuses**

To encourage Mentors to work closely with their Direct Designers to help them achieve career and advancement goals, Origami Owl offers Advancement Bonuses to the Independent Designer and her or his Mentor when the Independent Designer advances to the rank of Paid-As Team Leader.

#### **8.3.4.1 Advancement Bonus: Team Leader and Above**

Independent Designers have an opportunity of earning an Advancement Bonus when they newly promote to a Paid-As rank of Team Leader and above. For details regarding Bonus amounts and qualifications, please refer to the Career Plan summary set forth in Exhibit C below.

#### **8.3.4.2 Team Leader Mentor Bonus**

To encourage mentors to work with their Direct Independent Designers and help them reach advancement goals, Origami Owl offers a Team Leader Mentor Bonus.

Mentors are awarded \$50 in Bella Bucks when those they mentor rank advance to Team Leader for the first time. To qualify for the Mentor Bonus, the Mentor must also be Paid-As Team Leader or above when their level 1 promotes.

If an Independent Designer promotes for the first time to a rank higher than Team Leader (never having earned Team leader or above previously), the Mentor will receive the Mentor Bonus one time (not for each title skipped).

### **8.3.4.3 Ready, Set, SOAR! Bonus**

The Ready, Set, SOAR! Bonus is paid to Mentors and their Direct Designers when the Direct Designer advances in rank to Team Leader within the Ready, Set, SOAR! qualification period (which is the enrollment month plus the three full calendar months that immediately follow). The Ready, Set, SOAR! Program pays the Independent Designer and her or his Mentor each an additional \$50 Bonus if the Mentor is also at a Paid-As Title of Team Leader or above (bringing the total Bonus paid to each to \$100).

## **8.4 Minimum Personal Volume and Retail Sales Commissions**

### **8.4.1 Achieved Title of Senior Team Leaders and Below**

All Independent Designers with an achieved title of Senior Team Leader or below must generate at least seventy-five (75) in Personal Volume each month in order to remain an Active Designer. If an Independent Designer fails to personally generate at least seventy-five (75) in PV in a given calendar month, she or he will be given notice of failure to meet the minimum PV requirement in the following calendar month and will then have that month plus the next month as a grace period to return to the minimum required PV level. If, after the third calendar month, the Independent Designer has not generated at least seventy-five (75) PV in a calendar month, she or he will become an "Inactive Designer" and will thereafter earn 20% - 40% Retail Sales Commissions based on personal sales. In order to be eligible to participate in Active Designer incentives, sponsor new Designers and receive other Active Designer benefits again, the Independent Designer must then return to Active Designer status by generating at least seventy-five (75) in Personal Volume in a calendar month. Inactive Designers remain subject to all the terms and conditions of the Independent Business Owner Agreement and the Policies and Procedures. (Example: If Designer A fails to generate 75 PV in January, she will be given notice in February and will have February plus March to return to generating 75 PV in a calendar month. If she fails to return to the required level, she will become an Inactive Designer in April. She must then generate 75 PV in a calendar month in order to return to Active Designer status.)

### **8.4.2 Achieved Title of Executive Team Leaders and Above**

All Independent Designers with an Achieved Title of Executive Team Leader and above must generate at least seventy-five (75) in Personal Volume each month in order to remain an Active Independent Designer. Executive Team Leaders and above will be given notice of failure to meet the minimum 75 PV requirement one (1) week prior to the end of a calendar month. If the Independent Designer fails to personally generate at least seventy-five (75) in PV in a given calendar month, she or he will become an "Inactive Designer" and will thereafter earn 20% - 40% Retail Sales Commissions based on personal sales. In order to be eligible to participate in Active Designer incentives, sponsor new Designers and receive other Active Designer benefits again, the Designer must then return to Active Designer status by generating at least seventy-five (75) in Personal Volume in a calendar month.

If an Independent Designer becomes an Inactive Designer at any time, she or he will forfeit her or his Downline and all members of the Downline will roll up to the Independent Designer's Mentor. In such a case, the Independent Designer will be returned to the Career Title of "Designer," will no longer be able to sponsor new

Independent Designers and will no longer be eligible for payment of Team Bonuses. The Independent Designer's account will otherwise remain open.

Origami Owl reserves the right, in its sole and absolute discretion, to terminate the account of Independent Designers who fail to generate 150 cumulative Personal Volume for six (6) calendar months. Independent Designers who fail to generate at least 150 cumulative PV in a rolling six (6) calendar months will be converted into Customer accounts following the close of the 6<sup>th</sup> month's commission. Any PV generated between the first day after the sixth calendar month of inactivity and the time such account is converted will not count toward a terminated Designer's Personal Volume; rather, any commission generated from orders placed during this time will be forfeited and will roll-up to and be paid out to such Designer's Mentor.

## **8.5 Retail Sales Commissions Rates**

Retail Sales Commissions range from 20-50% of the suggested retail value of the product sold for Active Designers. The rate at which an Independent Designer earns Retail Sales Commissions will depend on the monthly Personal Volume generated, as follows:

- Monthly Personal Volume less than 250 = earn 20-40% Retail Sales Commissions
- Monthly Personal Volume equal to or greater than 250 = earn 30-50% Retail Sales Commissions

If an Independent Designer is generating less than 250 PV per month and earning 20-40% Retail Sales Commissions, but subsequently generates 250 PV or greater in a given calendar month, she or he will be paid at the higher Retail Sales Commission rate of 30-50% for the month in which 250 PV or greater was generated. In such cases, the difference in Retail Sales Commissions will be paid out with monthly Bonuses by the 10<sup>th</sup> of each month for the month prior. The Designer will enjoy the higher Commission rate the month after producing 250 PV and in the subsequent months while remaining at a level of generating 250 PV or greater per month.

Retail Sales Commissions are 20% - 50% of the suggested retail value of the product sold for Inactive Designers.

Retail Sales Commissions will be calculated and paid out on a weekly basis and paid out on the Friday following the close of the Commission week. The Commission week starts on Sunday at 12:00 am CT and ends on Saturday at 11:59 pm CT.

If the payment day falls on a legal holiday or weekend, the Retail Sales Commissions will be paid on the next regularly scheduled business day.

## **8.6 Adjustment to Commissions and Bonuses**

### **8.6.1 Adjustments for Returned Products**

Independent Designers receive Commissions or Bonuses based on the actual sales of products to end consumers. When a product is returned to Origami Owl for a refund or is repurchased by Origami Owl, any of the following may occur at Origami Owl's discretion: (1) the Commissions or Bonuses

attributable to the returned or repurchased product(s) will be deducted from payments due to the Independent Designer and Upline. Independent Designers who received Commissions or Bonuses on the sales of the refunded product(s), in the month in which the refund is given will see adjustments which will continue every pay period thereafter until the Commission or Bonus is recovered; (2) the Independent Designer or Upline Independent Designers who earned Commissions or Bonuses based on the sale of the refunded amounts will see an adjustment in their Team Volume in the next month and all subsequent months until the Commission or Bonus is completely recovered; or (3) the Commissions or Bonuses attributable to the returned or repurchased product(s) may be deducted from any refunds or credits to the Independent Designer who received the Commissions or Bonuses on the sales of the refunded product(s).

## **8.6.2 Commission and Bonus Payout**

Origami Owl pays Commissions and Bonuses via PayQuicker, LLC. PayQuicker offers a secure solution for paying Commissions and Bonuses on the same day they are processed. An Independent Designer's weekly and monthly Commissions and Bonuses may be deposited directly into this FDIC insured account. Origami Owl also offers Independent Designers a Commissions Manager account to manage their Commissions and Bonuses, which is located in an Independent Designer's Back Office. Through Commissions Manager, an Independent Designer may (1) select an amount to be withheld from Commissions and Bonuses monthly and/or weekly; (2) select a specific dollar amount to be withheld from each PayQuicker disbursement; or (3) choose a percentage to be withheld from Bonuses and Commissions (up to 100%). Independent Designers may also choose to transfer any amount from their Commissions Manager account to their PayQuicker account at any time. Funds from Commissions Manager may also be used for Origami Owl purchases, excluding Jewelry Bar orders (i.e. O2 Bundle Subscription; Jewelry Bar essentials, etc.). An Independent Designer may also choose to receive an Origami Owl Visa debit card linked to her or his account. Independent Designers who fail to generate any Personal Volume for one (1) calendar month will be charged a \$0.50 fee from PayQuicker. For more details, an Independent Designer may review the FAQs regarding Commissions Manager.

## **8.6.3 Errors or Questions**

If an Independent Designer has questions about or believes any errors have been made regarding Commissions, Bonuses or charges, the Independent Designer must notify Origami Owl in writing by email or the contact form on Origami Owl's website (<https://www.origamiowl.com/contact>) within thirty (30) days of the date of the purported error or incident in question. Origami Owl will not be responsible for any errors, omissions or problems not reported to Origami Owl within thirty (30) days.

## **8.7 Reports**

All information provided by Origami Owl in Downline activity reporting, including but not limited to Personal and Team Volume (or any part thereof), and Downline mentoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including, but not limited to: (i) the inherent possibility of human, digital or mechanical error; (ii) the accuracy, completeness, and timeliness of orders; (iii) denial of credit card payments;

(iv) returned products; or (v) credit card and electronic cheque charge-backs, the information is not guaranteed by Origami Owl 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, ORIGAMI OWL AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY INDEPENDENT DESIGNER 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 ORIGAMI OWL 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, ORIGAMI OWL OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO AN INDEPENDENT DESIGNER 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 Origami Owl’s Back Office reporting services and an Independent Designer’s reliance upon such information is at one’s own risk. All such information is provided to Independent Designers “as is.” If an Independent Designer is dissatisfied with the accuracy or quality of the information, her or his sole and exclusive remedy is to discontinue use of and access to Origami Owl online and telephone reporting services and her or his reliance upon the information.

## **SECTION 9: PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE**

### **9.1 Product Guarantee**

All Origami Owl products are covered by a guarantee against any manufacturer’s defect. Origami Owl strives to create beautiful works of art and therefore guarantees product craftsmanship. As with any delicate artistic creations, care must be taken to ensure years of enjoyment. When an Independent Designer first receives her or his item, she or he should check it carefully to make sure everything is as expected and that no items are missing as there is a limited time period in which to request an exchange. It is important to note that exchange requests must be made for the same item and will only be exchanged for the same purchased item.

### **9.2 Retail Customer Returns**

Origami Owl offers a complete description of the Returns Policy and guidelines for returning orders or Inscription orders in the Back Office.

### **9.3 Excessive Return Activity**

If an Independent Designer returns products valued at more than five hundred dollars (\$500) for a refund in any twelve (12) consecutive month period, the request may constitute the Independent Designer's voluntary cancellation of her or his Independent Business Owner Agreement, and the refund may be processed as an inventory repurchase.

### **9.4 Return of Inventory by Designers Upon Cancellation or Termination**

Upon termination of an Independent Business Owner Agreement, Origami Owl agrees to repurchase on reasonable commercial terms currently marketable inventory in the possession of the terminated Independent Designer and purchased by the terminated Independent Designer for resale prior to the date of termination of an Independent Business Owner Agreement. For purposes of this provision, "reasonable commercial terms" shall include the repurchase of marketable inventory within twelve (12) months from the Independent Designer's date of purchase and such purchase shall be made at a rate of not less than ninety percent (90%) of the Independent Designer's original net cost less appropriate set offs and legal claims, if any. The determination of whether such inventory is "currently marketable" shall be made by Origami Owl and will include factors such as the specific condition of the product and related packaging. Requests for repurchase must be made in writing within sixty (60) days of the termination of the Agreement. Shipping & handling costs for returned items shall be borne by Independent Designer. Refund payments will be made within thirty (30) days of actual receipt of returned items (except during busy times, such as winter holidays, extra time may be needed to process refund payments.) Sales materials and services delivered by Internet methods are not capable of being returned to Origami Owl and are not subject to refund. Origami Owl will comply with refund requirements at variance with this paragraph as specified by applicable federal, provincial and local laws. An Independent Designer who is not terminating his/her Origami Owl business may return unsold Business Launch Packages and any unsold products which he/she has purchased at any time from the Company within the previous 30-day period (without triggering automatic termination of the Independent Designer status). The items must be in marketable condition (as defined above) and will be repurchased at 90% of the net cost of the original purchase price of all returned items, minus applicable setoffs or legal claims, if any. Purchases from other Independent Designers or third parties are not subject to refund.

A product is "resalable" if:

- The items are unused
- The packaging and labeling are current and have not been altered or damaged
- The items and their packaging are in condition such that it is commercially reasonable to sell the items at full price
- The items at the time of purchase were not identified as non-returnable, discontinued or seasonal products or subsequently are not discontinued at the time of return

A returned Starter Kit may be rejected if any of the following are applicable:

- There are missing items or original packaging is missing
- The corresponding number is not provided
- The goods are damaged
- The items consist of incentive items



- The items consist of retired or seasonal items

Note: \*Any Starter Kit containing item(s) that have been retired within the last 30 days may be returned. Starter Kits containing older items no longer available for sale may not be eligible for return.

Shipping charges incurred by an Independent Designer when purchasing or returning the items are not refundable. If an Independent Designer was paid a Commission or Bonus based on a product(s) that she or he purchased, the Commission will be deducted from the amount of the refund. Replicated Website fees or any fees associated with recurring Business Suites (in relation to such services already consumed by the Independent Designer) are not refundable.

## **SECTION 10:       ADVERTISING AND USE OF ORIGAMI OWL MARKS**

### **10.1   General**

Origami Owl provides its Independent Designers with tools to promote their business. To protect Origami Owl's brand (and the image of all Origami Owl Independent Designers), and to promote both the products and services and the opportunity Origami Owl offers, the following policies have been developed to govern the manner in which an Independent Designer can advertise and market her or his business.

- All Independent Designers shall safeguard and promote the reputation of Origami Owl and its products, the marketing and promotion of Origami Owl and the Origami Owl opportunity.
- Independent Designers may not advertise the Origami Owl Career Plan.
- Advertising of Origami Owl products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.
- Independent Designers are prohibited from purchasing "online ads," that result in direct search competition or conflict with Origami Owl's own marketing activities that are intended to support the business activities of the entire field of Independent Designers. Examples of online ad types and formats that compete with Origami Owl include: pay per click ads (i.e. Google, Bing/Yahoo and Microsoft adCenter); and general banner display ads (i.e. news-based websites, blogs and specialized web communities. If you wish to advertise on social networking sites (such as Facebook) and remain within the Origami Owl guidelines, Designers must use the approved artwork provided by Origami Owl. This artwork can be found in the Back Office
- Independent Designers may not offer coupons, discounts or specials on any online, ecommerce, or social media site. Independent Designers are permitted to provide discounts on a one-on-one or private setting or message.
- The advertisement or sale of any non-Origami Owl items is prohibited in conjunction with Origami Owl advertisements and sales. Origami Owl jewelry cannot be displayed with other licensed brands, logos, or likenesses (e.g., Harley Davidson®, Disney® or Coach®) unless approved by Origami Owl as part of an authorized agreement with the other brand. For a list of companies approved by Origami Owl, please contact our Career and Guideline Support Team at [CGSupportCAN@OrigamiOwl.com](mailto:CGSupportCAN@OrigamiOwl.com).
- Origami Owl has carefully designed its products, product labels, Career Plan and promotional materials to ensure they are promoted in a fair and truthful manner, that they are substantiated and that the materials comply with the legal requirements of applicable federal, provincial and local laws. Independent Designers are not allowed to make reproductions or photocopies of original material.

- Independent Designers may repost original Origami Owl images only and must give an appropriate copyright credit when so doing: © 2017 Origami Owl, LLC. All rights reserved.
- Origami Owl has expended great efforts in designing and developing training materials that educate and enhance the Independent Designer's ability to grow his or her Downline and Origami Owl business. Independent Designers may not modify any Origami Owl collateral or marketing materials of any kind, (photographs, press releases, invitations, newsletters, email blasts, etc.) at any time.
- Independent Designers may not issue a press release on behalf of Origami Owl 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 Origami Owl. Only Origami Owl press releases may be used.

## 10.2 Cross Promotion Prohibited

Independent Designer's Origami Owl social media pages (i.e. Facebook, Twitter, Pinterest, Instagram and Snapchat) should be separate from their personal social media pages or profile. If an Independent Designer promotes her or his Origami Owl business or communicates with her or his Origami Owl Team on any personal social media page, such page will then be considered to be a marketing tool for the Origami Owl business.

- If an Independent Designer is selling for another direct sales company, she or he must keep the social media pages for the other direct sales company separate from the Origami Owl social media pages or profile.

Promoting another business (for Independent Designer personally or for a family member, other household member or friend) on a social media page that is part of Independent Designer's Origami Owl business or that has been used as a platform for marketing the Origami Owl business is considered cross-recruiting / cross-promoting and is prohibited. Some guidelines to avoid cross-promotion or cross-recruiting:

- Do not include in the "About" section of your Facebook page that you are a consultant with another direct selling company if you have Origami Owl contacts (customers or other Independent Designers) included as "Friends" on the same page or in the same group.
- You may not create a secret Facebook group for another direct selling business and invite customers or other Independent Designers to join this group.
- You may not announce to your team members via email, social media, in person, text or other communication method that you have joined another direct selling business.

Even if you joined another direct sales company, you remain a leader to your team and your behavior sets an important example for those who aspire to be successful leaders as well. While Origami Owl understands that an Independent Designer may not intend to distract her or his team from their own business, promoting another brand or another direct selling opportunity (including promotion of a side coaching business) in places where your Origami Owl team can see the promotion does just that (e.g., on your business-related Facebook page, in direct messages sent to your team through Facebook or email, or on Twitter or other social media channels). These cross-promotions take the focus away from your commission-producing team members and in turn could harm productivity and make them less productive team members for those who are exclusively focused on building their businesses within Origami Owl.

### **10.3 Independent Designer–Created Advertising Material**

If a certain form of media or marketing tool does not exist in the Back Office and is needed, please notify the Origami Owl Marketing Department. The Marketing Department will review the Independent Designer's suggestion and decide whether it is something Origami Owl will create for use by all Independent Designers.

### **10.4 Corporate-Approved Business Supplies and Vendors**

Independent Designers may not create their own customized business cards. Origami Owl will provide business card templates to Independent Designers which will comply with Origami Owl brand guidelines. Independent Designers may order business cards from their Tool Store.

Creation of other business supplies using Origami Owl's logos or other trademarks are allowed on a by-permission basis only. The developer of these supplies may be required to pay a licensing fee, a percentage of profits or some other remuneration for the benefit of using Origami Owl's name to promote a separate business. Please contact the Marketing department for approval.

To protect the integrity of Origami Owl's brand, Independent Designers are not permitted make their own clothing or promotional items (buttons, pins, banners, etc.) with an Origami Owl logo or any of Origami Owl's trademarks. Promotional items are available when placing an order under "Business Materials" in the Back Office.

### **10.5 Marketing Materials**

Pre-approved marketing materials, including flyers and print ads, are posted under the Back Office, and include a customizable area for the Independent Designer's contact information.

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

If Independent Designers choose to create their own print ads or flyers, they must include either the corporate website address ([www.OrigamiOwl.com](http://www.OrigamiOwl.com)) or their official Origami Owl Replicated Website. The ad or flyer must use only those images provided in the Back Office and the Independent Designer must represent herself or himself as an Origami Owl Independent Designer so there is no confusion between her or his ad and the company's official marketing materials (e.g. "Name, Independent Designer #\_\_\_\_\_").

### **10.6 Trademarks and Trade Names**

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

The marks identified by Origami Owl and any other protected marks may not be used in an Independent Designer's business name, URL, email addresses or tag lines. Origami Owl reserves the right, in its sole discretion, to refuse a refund to any Independent Designer for a purchase of business materials, including printed business materials, which violate this policy. Please note that the list below may be amended at any time without notice by the Company. For avoidance of doubt, please contact Origami Owl Career and Guideline Support Team if you have a question about use of any of the marks.

A current list of Origami Owl's marks is available at: <https://www.origamiowl.ca/intellectualproperty>

Origami Owl has applied for the trademark 'O2 Designer™' as a collective membership mark. Origami Owl encourages Independent Designers to designate themselves as 'O2 Designers' and use the trademark 'O2 Designer' on business cards, personal websites or social media sites. If an Independent Designer is terminated or cancels her or his account, she or he will immediately forfeit the right to use 'O2 Designer' as a mark.

## **10.7 Copyrights**

Independent Designers may not duplicate marketing, promotional or sponsoring material provided by Origami Owl without Origami Owl's prior written consent.

## **10.8 Origami Owl Independent Designer Logo**

If an Independent Designer uses an Origami Owl logo in any communication, she or he must use the Independent Designer version of the Origami Owl logo. Independent Designers are permitted to create their own Team logo for internal communication to their Team only. Team logos must not contain any Origami Owl trademarks and service marks.

## **10.9 Media Inquiries**

The corporate office initiates all regional, national and international press opportunities on behalf of all Independent Designers. This includes, but is not limited to, TV, radio, newspaper, social media, gifting suites, award shows, and celebrity partnerships. Independent Designers must direct any questions or media opportunities of this nature to the Public Relations Department (PR@OrigamiOwl.com) and include full contact details for the referring media outlet. The Public Relations Department will review the requests on an individual basis and respond accordingly.

It is a violation of this policy to provide any information to the media without prior approval from the Public Relations Department, regardless of the nature of the information or whether the information is positive or negative, accurate or inaccurate.

## **10.10 Television and Radio: Advertising/Apearances**

Independent Designers may not advertise or appear on television and/or radio broadcasts representing Origami Owl. Only approved corporate representatives who are media trained will be considered for potential broadcast opportunities. Please contact PR@OrigamiOwl.com with all requests for review, including the name

of the contact, broadcast, a link to the website and the estimated airdate. Requests must be sent prior to appearance (without exception). Please submit all requests at least 45 days prior to the event or interview.

## **10.11 Unsolicited Email**

Independent Designers are prohibited from sending 'commercial electronic messages' ("CEMs"), as such term is defined in Canada's Anti-SPAM legislation ("CASL") unless the Independent Designer has the express or implied consent of the message recipient, or the Independent Designer can rely upon a CEM exemption under CASL. Origami Owl does not permit Independent Designers to send CEMs unless such activity is in compliance with CASL. Without limiting the foregoing, Independent Designers must comply with all of the consent and information requirements under CASL when sending CEMs. Express consent means that the recipient has expressly consented to receiving CEMs, either in response to the Independent Designer's clear and conspicuous request for such consent or at the recipient's own initiative. Under CASL, it is an offence to send a recipient a CEM to ask for consent. Such a request is considered a CEM itself. Consent must specifically address receipt of messages regarding Origami Owl products or the earning opportunity. Independent Designers are encouraged to review the provisions of CASL in the context of their Company business, including but not limited to, those provisions dealing with implied consent and exemptions from the consent and information requirements for CEMs. Without limiting the foregoing, any CEM sent by an Origami Owl Independent Designer that promotes Origami Owl, the Origami Owl opportunity or Origami Owl products and services must comply with the following:

- There must be a functioning return CEM address to the sender.
- There must be a notice in the CEM that advises the recipient that he or she may reply to the CEM, via the functioning return CEM address, to request that future CEM solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The CEM 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 CEM or regular mail, must be honored. If an Independent Designer receives an opt-out request from a recipient of a CEM, the Independent Designer must forward the opt-out request to the Company. Independent Designers must not send CEMs unless he/she has the express or implied consent of the message recipient.

Origami Owl may periodically send emails to customers on behalf of Independent Designers. By entering into the Designer Enrollment Agreement, the Independent Designer agrees that the Company may send such emails, and that the Independent Designer's email address will be included in such emails as outlined above. Independent Designers shall honor opt-out requests generated as a result of such emails sent by the Company. Each Independent Designer is responsible for ensuring that all email practices adhere to federal laws as well as the laws of the state or other applicable jurisdiction where he or she conducts the Origami Owl business.

## 10.12 Telemarketing

Independent Designers must comply with all applicable laws, regulations and rules relating to their telemarketing activities. While Independent Designers may not consider themselves a “telemarketer” in the traditional sense of the word, these governing regulations broadly define “telemarketer” and “telemarketing” so that your inadvertent action of calling or faxing someone whose telephone or fax number is listed on “do not call” registry or list could cause you to violate applicable law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. Therefore, you must not engage in telemarketing relative to the operation of your Company distributorship except in accordance with the rules in the attached Exhibit A.

## 10.13 Telephone Directory Listings

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

- Independent Designer’s first and last name
- Origami Owl® Independent Designer
- Address
- Phone Number

Independent Designers may not place telephone or online directory display ads using Origami Owl’s name or logo. The name Origami Owl or any variation may not be used in telephone numbers, for example: 1-800-ORIGAMI is not to be used or reserved by an Independent Designer. Independent Designers may not answer the telephone by saying “Origami Owl” or “Origami Owl Incorporated” or in any other manner that would lead the caller to believe that she or he has reached corporate offices of Origami Owl.

## 10.14 Giveaways, Incentives and Enticement

Origami Owl encourages Independent Designers to grow their business and offer personal promotions, giveaways or specials. The offering of giveaways, contests and/or prizes by Independent Designers is permitted with the following restrictions:

- Personal promotions, giveaways or specials may not be advertised on any public forum.
- Independent Designers affirm and agree that:
  - They are solely responsible for any social media giveaways and acknowledge that if they fail to follow the rules, their right to conduct such giveaways using Origami Owl’s business name may be discontinued in Origami Owl’s sole discretion.
- Independent Designers must adhere to the rules associated with any particular social media website or network as such rules change from time to time.
- Independent Designers must use Origami Owl’s pre-approved images, which can be found in the Back Office.
- Independent Designers must not offer any personal promotions, giveaways or specials that require an opt-in option or lottery as this is considered enticement. Example: Customer must place an order of \$50.00 or more to receive this promotional offer. This is prohibited.

- Independent Designers must not offer any personal promotions, giveaways or specials to entice individuals to join your Downline. The use of enticement is strictly prohibited.

## **10.15 Online Guidelines**

### **10.15.1 Origami Owl Hotlinks**

When directing viewers to a 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 the viewer to the site of an Origami Owl Independent Designer. Attempts to mislead web traffic into believing they are going to the Origami Owl corporate site, when in fact they land at an Independent Designer's Replicated Website, will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at Origami Owl's sole discretion.

### **10.15.2 Online Classifieds**

Independent Designers may not use online classifieds (including Etsy, Craigslist, or affiliated boutique sites (i.e. Zulily) and the like) to list, sell or retail Origami Owl products or product bundles. The use of classifieds (including Craigslist) for prospecting, recruiting and informing the public about the Origami Owl opportunity, provided Origami Owl-approved templates or images are used, is allowed. Independent Designers must also identify themselves as an Independent Designer with Origami Owl. If a link or URL is provided, it must link to the Independent Designer's Replicated Website.

### **10.15.3 eBay/Online Auctions**

Origami Owl's products and services may not be listed for sale on websites (including, but not limited to, Craigslist, eBay and Amazon) or other online auctions, nor may Independent Designers enlist or knowingly allow a third-party to sell Origami Owl products on such websites or other online auctions.

An active Independent Designer or terminated (either voluntary or involuntary) Independent Designer may not liquidate unsold products on such websites or any other online clearing house and/or online/offline auction. Any Independent Designer (either active or canceled) found participating in such sales may face fines imposed by Origami Owl for such infraction, along with attorneys' fees and expenses if necessary. In addition, an active Independent Designer also faces possible Termination of her or his Independent Designer Agreement.

Independent Designers may not list or sell Origami Owl products on any public online retail store or e-commerce site (including, but not limited to, any social media sites such as Facebook or Twitter), nor may they enlist or knowingly allow a third party (including but not limited to members of their household) to sell Origami Owl products on any online retail store or e-commerce site. Further, an Independent Designer may not participate in any social media site (such as Facebook) 'buy/sell/trade' groups where Origami Owl's products are listed for sale. This conduct by an active Independent Designer may result in termination of her or his Independent Designer Agreement. Independent Designers may not offer or use coupons, discounts or specials on any online, ecommerce or social media site.

#### **10.15.4 Digital Media Submission (YouTube, iTunes, Video, etc.)**

Independent Designers are permitted to promote their Origami Owl business by creating videos or other forms of digital media to enhance their team's performance and training. All videos must be submitted for approval to Origami Owl Marketing Department prior to posting. Independent Designers are not permitted to sell videos related to Origami Owl's business for profit.

### **10.16 Independent Designer Websites**

#### **10.16.1 Personal Websites**

Independent Designers may create their own websites, as long as the website and its content comply with the terms of Origami Owl's Policies and Procedures. It is the Independent Designer's obligation to ensure her or his online marketing activities are truthful, not deceptive and do not mislead customers or potential Independent Designers in any way. Websites and web promotion activities and tactics must comply with the DSA Code of Ethics at all times. Websites 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 Company 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. Origami Owl will determine in its sole discretion whether specific activities are misleading or deceptive.

#### **10.16.2 Approved Personal Website Content**

Independent Designers are solely responsible and liable for their own Approved Personal Website content, messages, claims, and information. Independent Designers must ensure accurate representation of Origami Owl's brand and adherence to Origami Owl's Policies and Procedures.

Additionally, Approved Personal Websites must not contain disingenuous pop-up ads, promotions, malicious code or cookies. Decisions and corrective actions regarding these matters are at Origami Owl's sole discretion.

- Approved Personal Websites must exclusively promote Origami Owl. Your Origami Owl Approved Personal Website must contain content and information that is exclusive to Origami Owl. You may not advertise other products or services other than the Origami Owl's product line and business opportunity.
- Independent Designers shall not sell products from an Approved Personal Website but the Approved Personal Website may contain a link to the Independent Designer's replicated website where Origami Owl's products are offered for sale.



### **10.16.3 Approved Personal Website Termination.**

In the event of the voluntary or involuntary termination of your Independent Business Owner Agreement, you must remove your Approved Personal Website from public view within three (3) days and redirect all traffic from your existing domain [www.OrigamiOwl.comto](http://www.OrigamiOwl.comto) the approved corporate website.

Origami Owl Independent Designer Disclosure: to avoid confusion, the following three elements must be prominently displayed at the top of every page of your Approved Personal Website:

- Your Origami Owl Independent Designer name and logo (if desired)
- Your first and last name along with your title
- A statement indicating that you are an Origami Owl Independent Designer

Although Origami Owl's brand themes and images are desirable for consistency, anyone landing on any page of an Independent Designer's Approved Personal Website must clearly understand that she/he is visiting an Independent Designer website, and not visiting Origami Owl's corporate webpage.

### **10.16.4 No e-Commerce or Stock-and-Sell Retailing.**

An Independent Designer's Approved Personal Website must only facilitate the entry into her or his Origami Owl Replicated Website. Independent Designers may not stock and sell (i.e., purchase more product than may reasonably be sold within a short period of time) Origami Owl's products, nor may they facilitate an e-commerce environment which would facilitate this model. All orders must be placed through the Independent Designer's official Replicated Website.

### **10.16.5 Gaining Profit from Approved Personal Websites.**

Independent Designers may not gain profit from their Replicated Website or their Approved Personal Website through affiliate programs, Google AdSense, banner ads or similar programs. Independent Designers may not create new URLs or domain names that automatically redirect to their Replicated Website. For example, Independent Designers may not create the domain name [www.OrigamilocketsByJane.com](http://www.OrigamilocketsByJane.com) that automatically sends visitors to their Origami Owl Replicated Website.

### **10.16.6 Team Websites and Blogs**

Independent Designers may use team Websites or Blogs for the purposes of connecting, communicating, training, educating and sharing best practices among team members. Team websites differ from team social media.

- Because these websites may contain sensitive information and information specific to Origami Owl, these team websites must be password-protected.
- Blogs sharing sensitive and Origami Owl-specific information, must be password protected.

- Team websites and blog posts containing sensitive information specific to Origami Owl may only be shared with members of Independent Designer's sales organization. If Origami Owl is unable to access an Independent Designer's website, the community website and/or posts must be taken offline. This may result in suspension or possible termination of the Independent Designer's active status with Origami Owl.
- Independent Designers may only use Origami Owl's created or sanctioned materials on their team website or blog.
- Team pages must contain a designated Administrator and Rules section which will be monitored and maintained by the Administrator. Team page rules must coincide with Origami Owl's Policies and Procedures.
- Team websites may also be created through Facebook (or another similar Social Media site). Team websites on social media must adhere to the social media guidelines. Team social media pages should be private if used to discuss internal information related to Origami Owl and must be shared only with members of the Origami Owl sales organization.

### **10.16.7 Origami Owl Replicated Websites**

Independent Designers may choose to receive an Origami Owl Replicated Website subscription to facilitate the online buying experience for their customers and enrollments for prospects. Certain fees may apply. Please check the Back Office for Origami Owl's bundle pricing. Independent Designers 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-Origami Owl products, services or business opportunities. Specifically, an Independent Designer may not alter the look (placement, sizing, etc.) or functionality of the following:

- The Origami Owl Independent Designer logo
- Independent Designer's name
- Origami Owl's corporate website redirect button
- Artwork, logos or graphics
- Original text

An Independent Designer may choose an Origami Owl Replicated Website URL (such as name.OrigamiOwl.com). If, for any reason, Origami Owl finds an Independent Designer's URL including trademark name, to be confusing, offensive or misleading, Origami Owl reserves the right, at any time, to request that the Independent Designer change her or his Replicated Website URL address. An Independent Designer should choose a uniquely identifiable website name which may not:

- Be confused with other portions of Origami Owl's corporate website
- Confuse a potential consumer into thinking she or he has landed on Origami Owl's corporate webpage
- Be confused with any Origami Owl name
- Contain any discourteous, misleading or offensive words or phrases that may damage Origami Owl's image

## 10.17 Social Media

Independent Designers may use social media to share information about Origami Owl on social media sites such as Facebook, Twitter, Pinterest, Instagram, and Snapchat.

Independent Designers who elect to use Social Media must adhere to these Policies and Procedures. Independent Designers must not post on any of Origami Owl's corporate social media pages with any of the following (*this is a representative list - exclusions are not limited to these items*):

- Recruiting opportunities or soliciting business;
- A sign-up form for new Independent Designers;
- A link to drive traffic to an Independent Designer's Replicated Website or Facebook page;
- Confidential information or Independent Designer exclusive information (i.e.: Career Plan Chart);
- Negative or disparaging comments.

Independent Designers are prohibited from using any of Origami Owl's trademarks, intentional misspellings and derivatives in the URL of any third-party websites or Replicated Websites with the exception of the following, which are required formats:

- Third Party Page: [www.thirdpartysite.com/OrigamiOwl\[yourfirstandlastname\]IndependentDesigner](http://www.thirdpartysite.com/OrigamiOwl[yourfirstandlastname]IndependentDesigner)
- Facebook Business Page and URL:  
[www.facebook.com/OrigamiOwlJaneDoeIndependentDesigner](http://www.facebook.com/OrigamiOwlJaneDoeIndependentDesigner)
- An Independent Designer Facebook heading/title may be displayed as:  
"Origami Owl - [yourfirstandlastname], Independent Designer"
- Independent Designers who have a registered business may display their heading/title as:  
"Origami Owl – [yourbusinessname], Independent Designer"  
(It must be clear in the 'about' section that the business belongs to an Independent Designer.)

### 10.17.1 Social Media Outlets

The following are examples of acceptable forms of creating usernames, titles, groups, events within the Origami Owl brand.

- Twitter Handle and URL (limited to fifteen (15) characters)
  - [www.twitter.com/O2Designer12345](http://www.twitter.com/O2Designer12345)
  - [www.twitter.com/OOID12345](http://www.twitter.com/OOID12345)
- Pinterest Username and URL (limited to fifteen (15) characters)
  - [www.pinterest.com/OODesigner12345](http://www.pinterest.com/OODesigner12345)
  - [www.pinterest.com/OOID12345](http://www.pinterest.com/OOID12345)
- Instagram Username and URL (limited to thirty (30) characters)
  - [www.instagram.com/OODesigner12345](http://www.instagram.com/OODesigner12345)
  - OODesigner12345
- Snapchat Username (limited to fifteen (15) characters)
  - OODesigner12345
  - OOID12345

- Facebook Groups
  - Groups can only be used for coaching/training teams or for VIP customers
  - Groups must be set to 'Secret'
  - Example of Training Group Name: Team Owlazing Training
  - Example of VIP Group Name: O2 Designer 12345 VIPS
- Facebook Events
  - Events can be utilized to promote a Jewelry Bar i.e., reminders, details about event, etc.
  - All Events must be set to 'Private'
  - Independent Designers are permitted to host a Facebook Party as long as the party is only advertised on a person-to-person or one-on-one basis

The above examples are excellent avenues for promoting an Independent Designer's business through social media platforms.

## 10.17.2 General Policies for Online Interactions

When using social media networks to promote an Independent Designer's Origami Owl business with friends, family, customers, leads and other potential business connections, the following policies and procedures must be adhered to when referencing Origami Owl, Origami Owl's products and the business opportunity with Origami Owl.

A profile that an Independent Designer generates in any social community where Origami Owl is discussed or mentioned must clearly identify the Independent Designer as an Origami Owl Independent Designer. When an Independent Designer participates in those communities, she or he must avoid partaking in any form of inappropriate conversations, comments, images, video, audio and applications. The determination of what is inappropriate is at Origami Owl's sole discretion and offending Independent Designers will be subject to disciplinary action up to and including termination.

Independent Designers may not use blog spam, spamdexing (also known as search engine spam or poisoning, Black-Hat SEO, search or web spam) or any other mass-replicated methods to leave comments. Comments created and left by an Independent Designer must be useful, unique, relevant and specific to the online content.

Independent Designers are permitted and encouraged to do the following while using social media sites:

- Share imagery through social media sites (such as Facebook, Twitter, Pinterest, Instagram).
- Share posts from the Origami Owl corporate Facebook page to a personal Facebook page.
- Tweet (via Twitter) at the corporate Origami Owl Twitter or retweet tweets from the corporate Origami Owl account.
- While Independent Designers are not permitted to leave comments on any corporate social media posts in order to solicit customers or promote their business, they are permitted to share the Origami Owl's corporate posts to their Origami Owl business page and add their website link into the description of that post.
- Share news about a great Jewelry Bar experience and post photos (if permitted by customer to do so).
- Share news about new and/or best-selling products based on personal experiences.
- Post Origami Owl's newsletters and/or other newsworthy items such as press clippings or celebrity images, provided they comply with Origami Owl's guidelines.
- Post current promotions, incentives and other Origami Owl-created programs.
- Post or pin images created by Origami Owl given the proper credit. However, Independent Designers are not permitted to alter any of these Origami Owl provided images.

### 10.17.3 Pinterest

Pinterest is designed to help share things Independent Designers love and is a tool that should be used for inspiration. Origami Owl encourages Independent Designers to re-pin images found on Pinterest.com/Origami Owl. Independent Designers are not permitted to alter images. Independent Designers are not permitted to advertise discounts, specials, sales, incentives, enticement on Pinterest.

Approved	Not Approved
Snapshots of Origami Owl products used as gift ideas.	Photos from the catalog, linking to a Replicated Website.
Jewelry Bar recipe ideas.	Origami Owl's logos, linking to a Replicated Website.
Wardrobe ideas, incorporating Origami Owl's products.	Take Out Menu (TOM)/Catalog spreads.
Artistic expressions made for personal use but not for sale.	Monthly special fliers.
Jewelry Bar game ideas.	Modifications to Origami Owl's products endorsed on an Independent Designer's Replicated Website.

### 10.17.4 Independent Designers Are Responsible for Postings

Independent Designers are personally responsible for their postings and all other online activity that relates to Origami Owl or its products. If an Independent Designer posts to any such site that relates to Origami Owl or which may be traced to Origami Owl, the Independent Designer is responsible for the posting. Independent Designers are also responsible for postings which occur on any blog or social media site that the Independent Designer owns, operates or controls. Postings that are false, misleading or deceptive are prohibited. This includes but is not limited to false or deceptive postings relating to Origami Owl's business opportunity, Origami Owl's products, services and/or an Independent Designer's biographical information and credentials. Postings that fall under this heading will immediately be removed without prior notice.

An Independent Designer must disclose her or his full name or registered Business Entity on all social media postings and identify herself or himself as an Independent Designer of Origami Owl. Anonymous postings or use of an alias are prohibited.

Independent Designers must ensure that their postings are truthful and accurate. This requires that the Independent Designer fact-check all material posted online. Independent Designers should also carefully check their postings for spelling, punctuation and grammatical errors. Use of offensive language is prohibited and may be grounds for possible suspension or termination of an Independent Designer's Agreement.

### **10.17.5 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, online sales may be generated only from an Independent Designer's Origami Owl Replicated Website. Likewise, Independent Designers shall not use any social media site to explain Origami Owl's Career Plan or any component of the Career Plan. Independent Designers 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 Origami Owl pages on these sites is strictly prohibited.

### **10.17.6 Respecting Privacy**

Always respect the privacy of others when posting. Independent Designers must not engage in gossip or advance rumors regarding any individual, Origami Owl or competitive products or services. Independent Designers 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.

### **10.17.7 Use of Third-Party Intellectual Property**

If an Independent Designer uses the trademarks, trade names, service marks, copyrights or intellectual property of any third-party in any posting, it is their responsibility to ensure that they have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as property of the third party and the Independent Designer must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

### **10.17.8 Online Professionalism**

Independent Designers must ensure that their postings are truthful and accurate. This requires that the Independent Designer fact-check all material posted online. Independent Designers should also carefully check their postings for spelling, punctuation and grammatical errors. Use of offensive language is prohibited and may be grounds for possible suspension or termination of an Independent Designer's Agreement.

### **10.17.9 Prohibited Online Postings**

Independent Designers 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 Origami Owl or any third party

### **10.17.10 Responding to Negative Posts**

An Independent Designer must not engage with an individual who posts negatively against her or him, another Independent Designer or Origami Owl. Rather, an Independent Designer must report negative posts to Career and Guideline Support. to such negative posts often damages the reputation and goodwill of Origami Owl.

## **SECTION 11: CHANGES TO AN ORIGAMI OWL BUSINESS**

### **11.1 Roll-up of Independent Designer Organization**

When an Independent Designer's account is canceled, or become inactive, voluntarily or involuntarily, their Level 1 Downline will immediately roll-up to the canceling Independent Designer's Mentor. Roll-ups will not count as Personally Sponsored Designers.

### **11.2 Sale of an Origami Owl Business**

An Independent Designer may not sell, give away, assign or otherwise transfer their Origami Owl business or any rights or obligations under the Independent Business Owner Agreement, with the exception of cases of death or incapacity (as described below).

### **11.3 Division of an Origami Owl Business**

The provisions of these Policies and Procedures that refer to husbands/wives/spouses and divorce apply equally to common law couples and separation, respectively. Origami Owl Independent Designers sometimes operate their Origami Owl 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 Origami Owl a certified copy of any legal judgment or divorce decree, or otherwise submit a document bearing the notarized signatures of both parties to Origami Owl specifying the ownership and/or how future Commission and Bonus cheques 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 Origami Owl business pursuant to an assignment in writing whereby the relinquishing spouse authorizes Origami Owl to deal directly and solely with the other spouse; or
- The parties may continue to operate the Origami Owl business jointly on a "business-as-usual" basis, whereupon all compensation paid by Origami Owl 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 Origami Owl split Commission and Bonus payments between divorcing spouses. Origami Owl will recognize only one Downline Organization and will issue only one Commission payment per Origami Owl business per Commission cycle. Commission payments shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all of her or his rights in an Origami Owl business pursuant to a divorce, she or he is thereafter free to enroll under any Mentor her or his choosing without waiting six (6) full calendar months. In that case, the relinquishing spouse shall have no rights to any Independent Designer in her or his former Organization or to any former Retail Customer. She or he must develop the new business in the same manner as would any other new Independent Designer.

## **11.4 Death or Incapacity**

Upon the death or incapacity of an Independent Designer, the Independent Designer's interest in her or his Independent Business Owner Agreement may be passed to the Independent Designer's heir, trustee or other beneficiary, provided that arrangements are made to ensure that the Independent Designer's account and other Independent Designers in the applicable Upline and Downline are not adversely affected. If Origami Owl determines in its sole discretion that such a disposition will adversely affect other Independent Designers or Origami Owl, Origami Owl may terminate the applicable Independent Business Owner Agreement. Appropriate legal documentation must be submitted to Origami Owl in connection with any transfer of an Independent Business Owner Agreement upon the death or incapacity of an Independent Designer. Accordingly, each Independent Designer 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 Designer's interest.

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

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

To effect a testamentary transfer of an Independent Business Owner Agreement upon the death of an Independent Designer, the successor must provide the following to Origami Owl:

- An original Certificate of Death;
- A notarized copy of the will or other instrument establishing the successor's right to assume the deceased Independent Designer's rights and obligations under the Independent Business Owner Agreement; and
- A completed and properly executed Designer Application.



To effect the transfer of an Origami Owl Independent Business Owner Agreement to a trustee upon the incapacitation of an Independent Designer, the trustee must provide Origami Owl 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 Designer; and
- A completed and properly executed Designer Application executed by the trustee.

Commission and Bonus payments of an Origami Owl business transferred pursuant to this Section will be paid in a single payment to the new Independent Designer. The payments will be made to the address shown on the new Designer Application. If an Independent Business Owner 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 business number for the new entity must be supplied to Origami Owl. Origami Owl will issue all Commission and Bonus payments to the new Business Entity.

## **11.5 All Other Transfers Prohibited**

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

## **SECTION 12: DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **12.1 Disciplinary Sanctions**

Any of the following actions of an Independent Designer may result, at Origami Owl's sole discretion, in disciplinary action: (i) violation of the Independent Business Owner Agreement (including these Policies and Procedures); (ii) violation of any common law duty (including, but not limited to, any applicable duty of loyalty); (iii) any illegal, fraudulent, deceptive or unethical business conduct; or (iv) any act or omission that, in the sole discretion of Origami Owl, may damage the Company's reputation or goodwill (such damaging act or omission need not be related to the Independent Designer's Origami Owl business). If Origami Owl determines that disciplinary action is warranted, one or more of the following measures may be taken:

- Issuance of a written warning (the Independent Designer will have the opportunity to provide additional information and/or request additional coaching)
- Requiring the Independent Designer to take immediate corrective measures
- Imposition of a fine which may be withheld from Bonus and Commission payments
- Loss of rights to one or more Bonus and Commission payments
- Origami Owl may withhold from an Independent Designer all or part of the Independent Designer's Bonuses and Commissions during the period that Origami Owl is investigating any conduct allegedly violating the Agreement; if an Independent Designer's business is canceled or

terminated for disciplinary reasons, the Independent Designer will not be entitled to recover any Commissions withheld during the investigation period

- Suspension of an Independent Designer for one or more commission periods
- Permanent or temporary loss of, or reduction in, the current and/or lifetime Career Title of an Independent Designer (which may subsequently be re-earned by the Independent Designer)
- Transfer or removal of some or all of an Independent Designer's Downline Independent Designers from the offending Independent Designer's Downline Organization
- Involuntary Termination of the offender's Independent Business Owner Agreement
- Suspension and/or Termination of the offending Independent Designer's Origami Owl Replicated Website or website access
- Any other measure expressly allowed within any provision of the Independent Business Owner Agreement or which Origami Owl deems reasonable and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Designer's policy violation or contractual breach or wrongful conduct
- In situations deemed appropriate by Origami Owl, Origami Owl may institute legal proceedings for monetary and/or equitable relief

## **12.2 Grievances and Complaints**

When an Independent Designer has a grievance or complaint with another Independent Designer regarding any practice or conduct related to her or his respective Origami Owl business, the complaining Independent Designer should first report the problem to her or his Mentor, who should review the matter and try to resolve it with the other party's Upline Mentor. If the matter involves interpretation or violation of the Independent Business Owner Agreement, including any Origami Owl policy, it must be reported in writing to the Career and Guideline Support Team (CGSupportCAN@OrigamiOwl.com). The Career and Guideline Support Team will review the facts and attempt to resolve the issue.

## **12.3 Dispute Resolution**

Any controversy, claim or dispute of whatever nature arising between an active Independent Designer, on the one hand, and Origami Owl and/or the Related Parties (as defined below), on the other, including but not limited to those arising out of or relating to the Independent Business Owner Agreement (including these Policies and Procedures or the breach thereof, or the commercial, economic or other relationship of Independent Designer and Origami Owl and/or the Related Parties (for purposes of this Section each is a "party"), whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law, or otherwise ("Dispute"), shall be settled through negotiation, mediation or arbitration, as provided below.

### **12.3.1 Negotiation**

If a Dispute arises, the parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the parties involved in the Dispute may initiate negotiation by providing notice (the "Dispute Notice") to each involved party setting forth the subject of the Dispute and the relief sought by the party providing the Dispute Notice and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) business days after the Dispute

Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient's position on and recommended solution to the Dispute, and designating a representative who has full authority to negotiate and settle the Dispute. Within twenty (20) business days after the Dispute Notice is provided, the representatives designated by the parties shall confer either in person at a mutually acceptable time and place or by telephone, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute.

### **12.3.2 Mediation**

At any time twenty (20) business days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any party may submit the Dispute to JAMS (Judicial Arbitration and Mediation Services - <http://www.jamsadr.com>) for mediation by providing notice of such request to all other concerned parties and providing such notice and a copy of all relevant Dispute Notices and notices responding to JAMS. In such case, the parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings, and shall participate in good faith in the mediation either in person at a mutually acceptable time and place or by telephone, in accordance with the then-prevailing JAMS's mediation procedures and this Section, which shall control.

### **12.3.3 Arbitration**

Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final binding arbitration before a single arbitrator in Phoenix, Arizona, in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association ("AAA"). No party may commence arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) business days after the Dispute Notice was provided to any party or such longer period as may be agreed by the parties in writing. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. Notwithstanding any contrary rules promulgated by the AAA, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The arbitration shall occur within one hundred-twenty (120) days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days;
- The parties shall be allotted equal time to present their respective cases, including cross-examinations.

The arbitrator shall not have the power to alter, modify, amend, add to or subtract from any provision of the Independent Business Owner Agreement, or to rule upon or grant any extension, renewal or continuance of the Independent Business Owner Agreement. Moreover, the arbitrator shall not have

the power to award special, incidental, indirect, punitive, exemplary, or consequential damages of any kind or nature, however caused.

All communications, whether verbal, written or electronic, in any negotiation, mediation or arbitration action shall be treated as confidential and those made in the course of negotiation or mediation, including any offer, promise or other statement, whether made by any of the parties, their agents, employees, experts, or attorneys, or by the mediator or any JAMS employee, shall also be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and shall be inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in negotiation or mediation.

The costs of negotiation, mediation, and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, the American Arbitration Association, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by the Independent Designer, on the one hand, and Origami Owl and any Related Parties involved, on the other. The parties shall bear their own legal fees and expenses of negotiation, mediation and arbitration.

Although the Independent Business Owner Agreement is made and entered into between an Independent Designer and Origami Owl, Origami Owl's affiliates, owners, members, managers and employees ("Related Parties") are intended third-party beneficiaries of the Independent Business Owner Agreement, including this agreement to negotiate, mediate and arbitrate. The parties acknowledge that nothing in these policies is intended to create any involvement by, responsibility of, or liability of the Related Parties with respect to any dealings between an Independent Designer and Origami Owl, and the parties further acknowledge that no provision of the Independent Business Owner Agreement shall be argued by any party to constitute any waiver by the Related Parties of any defense which the Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between an Independent Designer and Origami Owl.

Any party may seek specific performance of this Section and any party may seek to compel each other party to comply with the provisions of this Section by petition to a court of competent jurisdiction in the State of Arizona. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction in the State of Arizona, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending. The prevailing party in any proceeding enforcing the provisions of this Section shall be entitled to recover from the other party the reasonable attorneys' fees and costs incurred by the petitioning party in obtaining the requested relief. If any portion of this Section is held to be unenforceable for any reason, the remainder shall remain in full force and effect.

Nothing in this Section shall preclude any party from seeking interim or provisional relief concerning the Dispute, including a temporary restraining order, a temporary or preliminary injunction, or an order of attachment, either prior to or during negotiation, mediation or arbitration. Without limiting the foregoing, pending resolution of any Dispute subject to arbitration, Company is authorized to seek injunction or temporary restraining order against the Independent Designer in connection with or arising out of this agreement, including but not limited to (i) restraining any unauthorized disclosure or use of confidential information, (ii) restraining any unauthorized solicitation of any Independent

Designer, Company employee or Customer, or (iii) any anticipated breach of this Agreement or Company policies and procedures by Independent Designer (each of these shall be referenced to herein as an “Injunction”). Such injunction may be heard and determined by the courts of the Province or Territory in Canada of Company choosing. Independent Designer irrevocably and unconditionally submits to the personal jurisdiction of the courts of the Province or Territory in Canada of Company choosing for Injunctions, and all Injunctions may be heard and determined in such court.

### **12.3.4 Governing Law, Jurisdiction and Venue**

Jurisdiction and venue of any matter not subject to arbitration shall lie exclusively in Maricopa County, State of Arizona. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Arizona shall govern all other matters relating to or arising from the Agreement without regard to principles of conflicts of laws.

## **SECTION 13: PAYMENTS**

### **13.1 Returned Cheques**

All cheques returned by an Independent Designer’s bank for insufficient funds (NSF) or non-successful direct deposit transactions due to incorrect information will be resubmitted for payment. A twenty-five dollar (\$25.00) returned cheque/incorrect direct deposit information fee will be charged to the account of the Independent Designer.

After receiving a returned cheque from a customer or an Independent Designer, all future orders must be paid by credit card, money order or cashier’s cheque. Any outstanding balance owed to Origami Owl by an Independent Designer for NSF cheques and returned cheque fees will be withheld from subsequent Bonus and Commission payments.

### **13.2 Chargebacks**

If an Independent Designer and/or customer charges back an order without the return of products, Origami Owl has the right to terminate that Independent Designer’s account without notification. If an Independent Designer and/or customer returns product and charges back an order due to a delay in the processing of a refund, the Independent Designer and/or customer will be required to contact their merchant and request a reversal of the chargeback in order for the Independent Designer to maintain her or his position in Origami Owl.

### **13.3 Sales Taxes**

Origami Owl is required to charge sales tax on all purchases made by Independent Designers and customers and remit the taxes collected to the respective jurisdictions. Accordingly, Origami Owl will collect and remit sales taxes on behalf of Independent Designers based on the suggested retail price of the products according to applicable tax rates in the province/territory to which the shipment is destined. If an Independent Designer has submitted and Origami Owl has accepted a current Sales Tax Exemption (Re-Sale) Certificate, albeit permanent or temporary, and a 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 Designer. Exemption from the payment of sales tax is applicable only to orders which are shipped to a province / territory 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 province / territory. ANY SALES TAX EXEMPTION ACCEPTED BY ORIGAMI OWL IS NOT RETROACTIVE.

The sales tax collected by the Independent Designer from inventory sold at but not limited to, Jewelry Bars, events or person-to-person, is considered an offset to the initial sales tax paid by the Independent Designer to Origami Owl upon original purchase.

Origami Owl has entered into an agreement with all local jurisdictions to administer sales taxes on behalf of its Independent Designers. The terms of these agreements require Origami Owl 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 jurisdiction.

Independent Designers who do not collect the identical sales tax pre-collected by Origami Owl are required to file a Sales Tax Adjustment form (Check with your local jurisdiction for the correct form). We suggest that this form be filed annually.

## **SECTION 14: INDEPENDENT DESIGNER RESCISSION AND TERMINATION PERIOD**

### **14.1 Rescission Period**

An Independent Designer may cancel her or his Independent Business Owner Agreement, without penalty or obligation, at any time by providing notice as provided herein. If an Independent Designer cancels, any payments made by her or him under the Designer Agreement will be returned within ten (10) business days following receipt by Origami Owl of the Independent Designer's cancellation notice. If an Independent Designer cancels, she or he must make available to Origami Owl, in substantially as good condition as when received, any goods delivered to the Independent Designer under the Independent Business Owner Agreement. To cancel the transaction, the Independent Designer must email the Career and Guidelines Support team and request a Notice of Cancellation form. The Independent Designer must then return the Notice of Cancellation form to Career and Guidelines Support no later than 11:59 p.m. Central Time of the third (3rd) business day after the submission date.

### **14.2 Termination of the Independent Business Owner Agreement**

As long as an Independent Designer remains active and complies with the terms of the Independent Business Owner Agreement including these Policies and Procedures, Origami Owl shall pay Commissions and Bonuses to such Independent Designer in accordance with the Career Plan. Following an Independent Designer's nonrenewal of her or his Independent Business Owner Agreement, termination due to inactivity, or voluntary or involuntary termination of an Independent Business Owner Agreement (all of these methods are collectively referred to as "Termination"), the former Independent Designer shall have no right, title, claim or interest to the marketing Organization/Downline which she or he operated, or any Commission or Bonus from the sales

generated by the Organization. An Independent Designer whose business is canceled will lose all rights as an Origami Owl Independent Designer. This includes the right to sell Origami Owl products and services and the right to receive future Commissions, Bonuses or other income resulting from the sales and other activities of the Independent Designer's former Downline sales Organization. In the event of Termination, Independent Designers 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 her or his former Team and customers. The former Downline team of a terminated Independent Designer may be re-assigned at Origami Owl's sole discretion if there is no Mentor for the Downline to roll up to.

Following an Independent Designer's Termination of her or his Independent Business Owner Agreement, the former Independent Designer may not hold herself or himself out as an Origami Owl Independent Designer and shall not have the right to sell Origami Owl products or services.

Origami Owl has the right to offset any amounts owed by an Independent Designer to Origami Owl from Commissions or other compensation due to the Independent Designer. An Independent Designer whose business is terminated shall receive Commissions and Bonuses only for the last full pay period she or he was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary Termination).

Upon Termination (voluntary or involuntary), the Independent Designer:

- Must immediately cease all activities as an Independent Designer, 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 Origami Owl product, plan or programs on all social media sites
- Loses rights to all her or his Downline and position in the Career Plan and all future Commissions and earnings resulting therefrom.
- Must take all action reasonably required by Origami Owl relating to its materials and protection of its confidential information and intellectual property.
- Must return all unused products purchased from Origami Owl. If products are not returned and Origami Owl becomes aware of a terminated Independent Designer participating in the sale of such products, Origami Owl reserves the right to take legal action to protect the integrity of Origami Owl's business interests.
- May not solicit, recruit, approach, contact or discuss with any current or active Origami Owl Independent Designer the opportunity to join another direct sales organization, as set forth above in these Policies and Procedures.

### **14.2.1 Termination Due to Inactivity**

If an Independent Designer fails to personally generate at least two hundred fifty (\$250) dollars in Personal Volume in whole or in part during a rolling six (6) full calendar month period, her or his Independent Business Owner Agreement may be terminated due to inactivity and that Independent Designer will no longer be considered an Eligible Designer.

In the event of a personal or family illness or emergency the Independent Designer can contact the Career and Guideline Support Team (CGSupportCAN@OrigamiOwl.com) and request a waiver (which will be evaluated on a case-by-case basis by Origami Owl). To be considered for an extension of the account active status, “approved leave” waivers must be requested at the time the hardship occurs. Extensions will not be granted retroactively. Upon receipt by Origami Owl of appropriate health documentation from the Independent Designer, her or his status will immediately be reactivated.

### **14.2.2 Military Deployment**

Military personnel shall be exempt from meeting their Personal and Team Volume quotas for the duration of the deployment and for three (3) full calendar months thereafter. Military personnel shall also be exempt from meeting their Personal and Team Volume quotas during the duration of their participation in Initial or Advanced Individual Training (AIT).

If Origami Owl approves the Independent Designer’s request, her or his Downline will roll up to the first Level of her or his Mentor and she or he will not receive Commissions or Bonuses during deployment. Upon her or his return to the U.S., she or he will be returned to active status if she or he submits an order of at least ninety-nine (\$99) in Personal Volume. When she or he regains active status, the previous Downline will be transferred back to her or him. To request a military leave, an Independent Designer should contact the Career and Guideline Support Team (CGSupport@OrigamiOwl.com) so that Origami Owl can put the account on a temporary hold status.

### **14.2.3 Medical or Other Personal Hardship Leave**

Independent Designers shall be exempt from meeting their Personal and Team Volume quotas for the duration of an approved medical or other personal leave for up to three (3) full calendar months.

If Origami Owl approves the Independent Designer’s leave request, and the leave extends beyond three (3) calendar months, her or his Downline, may, in the sole and absolute discretion of Origami Owl, roll up to the first Level of her or his Mentor and, in such case, she or he will not receive Commissions or Bonuses during a medical or other personal leave. Upon her or his return from an approved medical or other personal leave, she or he will be returned to Active status if she or he submits an order of at least ninety-nine (99) in Personal Volume. When she or he regains Active status, the previous Downline will be transferred back to her or him. To request a medical or other personal leave, an Independent Designer should contact the Career and Guideline Support Team (CGSupport@OrigamiOwl.com) so that Origami Owl can put the account on a temporary hold status.

### **14.2.4 Termination Due to Non-renewal**

An Independent Designer may voluntarily terminate her or his Independent Business Owner Agreement by failing to renew the Independent Business Owner Agreement. In addition, Origami Owl reserves the right in its sole discretion to elect not to renew an Independent Business Owner Agreement.



### **14.2.5 Voluntary Cancellation**

An Independent Designer has a right to cancel her or his Independent Business Owner Agreement at any time, regardless of reason. Independent Designers must contact the Designer Care or Career and Guideline Support Team to receive the Cancellation form. Termination requests must be submitted via email to the Career and Guideline Support Team (CGSupportCAN@OrigamiOwl.com) or in writing to Origami Owl at its principal business address. The email or written notice must include the Independent Designer's name, address and Independent Designer ID Number.

### **14.2.6 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 Designer's last known, email address, fax number, or mailing address on file with Origami Owl, or when the Independent Designer receives actual notice of termination, whichever occurs first. An Independent Designer who involuntarily terminates is not eligible to later reapply to become an Independent Designer.

### **14.2.7 Miscellaneous Cancellation or Termination Provisions**

An Independent Designer 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 her or his status will be officially canceled and terminated.

Origami Owl reserves the right to terminate all Independent Business Owner Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

## **SECTION 15: MISCELLANEOUS**

### **15.1 Severability**

If any provision of the Independent Business Owner 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.

### **15.2 Waivers**

Origami Owl retains its right to insist upon compliance with the Independent Business Owner Agreement and with the applicable laws governing the conduct of a business. No failure of Origami Owl to exercise any right or power under the Independent Business Owner Agreement or to insist upon strict compliance by an Independent Designer with any obligation or provision of the Independent Business Owner Agreement shall constitute a waiver of Origami Owl's right to demand exact compliance with the Independent Business Owner Agreement.

The existence of any claim or cause of action of an Independent Designer against Origami Owl shall not constitute a defense to Origami Owl's enforcement of any term or provision of the Independent Business Owner Agreement.

### **15.3 Entire Agreement**

The Independent Business Owner Agreement includes these Policies and Procedures and the Origami Owl Career Plan, constituting the entire Agreement of the parties with respect to its subject matter. The Independent Business Owner Agreement supersedes all previous or contemporaneous agreements, negotiations, representations and promises between the parties, written or verbal, regarding the subject matter of the Independent Business Owner Agreement. There are no verbal or written collateral representations, agreements or understandings except as specifically set forth in the Independent Business Owner Agreement, these Policies and Procedures and the Origami Owl Career Plan.

### **15.4 Notices**

Except as otherwise expressly set forth in the Independent Business Owner Agreement, all notices required or permitted by the

Independent Business Owner Agreement shall be in writing, and sent to the party to be notified by registered or certified mail, or delivered in person, and shall be deemed effective upon receipt. Notices to an Independent Designer shall be sent to the address submitted on the Independent Business Owner Agreement or updated Independent Designer profile. Notices to Origami Owl shall be sent to Origami Owl, LLC, 450 North 54<sup>th</sup> Street, Chandler, Arizona 85226.

## SECTION 16: DEFINITIONS

**Achieved or Career Title** - The highest level an Independent Designer has achieved in the Career Plan at any time while remaining an Active Designer.

**Active Independent Designer** – An Independent Designer who satisfies the minimum Personal Volume requirement as set forth in the Career Plan is an “Active Designer.”

**Advancement Bonus** – For details regarding Advancement Bonus amounts and qualifications, please refer to the Career Plan summary set forth in Appendix C below.

**Agreement** - The contract between Origami Owl and each Independent Designer that collectively refers to the Origami Owl Independent Business Owner Agreement, these Policies and Procedures and the Origami Owl Career Plan, all in their current form and as amended by Origami Owl at its sole discretion.

**Annie** - A Designer who enrolls without a Mentor or Sponsor (also referenced as an “Orphan”).

**Approved Personal Website** - An Independent Designer’s Origami Owl–approved personal website that is hosted on non–Origami Owl servers and has no official direct affiliation with Origami Owl.

**Back Office** – The Back Office is a web portal that contains online business tools and information pertinent to Origami Owl Independent Designers.

**Bonus** – Independent Designers who have met qualification requirements in the Career Plan will be eligible for monthly Bonuses earned on the sales volume of their Team, with such Bonuses including: Personal Sponsoring Bonuses; Mentoring Bonuses; Director Generation Bonuses; and Advancement Bonuses. For details regarding specific Bonus requirements, please refer to the Career Plan.

**Calendar Month** – A Calendar Month or business month refers to the time period beginning at 12:00 midnight CT on the first calendar day of the month and extending until 11:59 p.m. CT on the last calendar day of the month;

**Career and Guideline Support Team** – The Career and Guideline Support Team is located at Origami Owl’s corporate office. They may be reached via email directly at [cgsupport@origamiowl.com](mailto:cgsupport@origamiowl.com) and are responsible for providing guidance and support to all Independent Designers to assist with development and growth of their businesses in compliance with these Policies & Procedures.

**Career Plan** - This is the plan that outlines how Independent Designers earn money through personally selling products and as a result of sales made by those on their Team of other Independent Designers.

**Care Team** – The Care Department at Origami Owl’s corporate offices. They may be reached through the contact form on Origami Owl’s website and are responsible for assisting with all Independent Designers’ business needs. Phone 888-491-0331.

**Direct Independent Designer** – Any Independent Designer who is in Level 1 on the Team of another Independent Designer, including any Independent Designer who is personally sponsored, inherited, or was otherwise placed in the Level 1 Team.

**Direct Team Leader** – An Origami Owl Independent Business Owner in another Origami Owl Independent Business Owner's Level 1 downline who achieves the Paid-As Title of Team Leader or above for the first time. The following conditions apply to roll-ups counting as Direct Team Leaders under their new Mentor:

1. A roll-up who has never achieved the rank of Team leader may count as a Direct Team Leader for their new Mentor for purposes of the Career Plan when the advancement to Team Leader or above occurs while the roll-up is in the Level 1 downline of the Independent Business Owner / Mentor.
2. A roll-up who has achieved the rank of Team Leader or above may count as a Direct Team Leader for their new Mentor for purposes of the Career Plan when the roll-up promotes and achieves a rank higher than their previous highest rank achieved.

**Director Generation Bonus** – The Director Generation Bonus is paid to Directors and above on volume produced by Directors and above on their Team (even those below Levels 1-4). For details regarding Director Generation Bonus amounts and qualifications, please refer to the Career Plan.

**Downline** – All other Independent Designers under an Independent Designer's genealogy.

**Downline Genealogy** – Origami Owl's overall organizational structure that indicates where Independent Designers are assigned to be mentored.

**Generation** – When an Independent Designer in the Downline of another Independent Designer achieves a Paid-As Title of Director or above according to the Career Plan, a new Generation is created. The new Generation then includes the new Director and her or his Downline down to the next Paid-As Director in the lineage or to the last level of Independent Designers.

**Hostess/Host** - A person who agrees to host a Jewelry Bar for an Independent Origami Owl Designer.

**Household** - One or more people who live in the same dwelling are considered a Household (this may consist of a single family or some other grouping of people residing in the same residence).

**ID Number** – The identification number assigned to an Independent Designer by Origami Owl for all Origami Owl identification purposes.

**Inactive Independent Designer** – Any Independent Designer who has not generated the minimum 75 PV required per the Career Plan and Activity rules. All Origami Owl Designers with an achieved rank of Senior Team Leader and below who generate less than 75 PV each month for three consecutive months will become Inactive. Origami Owl Designers with an Achieved rank of Executive Team Leader and above, who generate less than 75 PV in one calendar month will become Inactive

**Independent** – This is a term that must be used to describe every Independent Designer. The term identifies an Independent Designer as an independent businessperson working with, not an employee of Origami Owl.

**Indirect Independent Designer** – This term refers to those Independent Designers who are below Level 1 on the Downline of another Independent Designer.

**Indirect Team Leader** - Any Independent Designer who has achieved the rank of Team Leader or higher prior to being assigned to the Level 1 Team of another Independent Designer, as well as all other Team Leaders on Levels 2-4.

**Jewelry Bar** – Display of Origami Owl products presented by an Independent Business Owner at an event or home party. A qualified Jewelry Bar must be scheduled within thirty (30) days from the day it is created, and must include a minimum of four (4) retail orders totaling \$250 or more, all being shipped together. A qualified Jewelry Bar must be closed within sixty (60) days of the start date or will automatically close. An Independent Business Owner may extend a Jewelry Bar close date one (1) time for up to thirty (30) days from the scheduled close date.

**Level** – The layers of Downline Independent Designers in a particular Independent Designer's Team. This term refers to the relationship of an Independent Designer relative to a particular Upline Independent Designer. The Level is determined by the number of Independent Designers between them who are related by Mentor. For example, if A mentors B, who mentors C, who mentors D, who mentors E, then E is on A's fourth Level.

**Mentor** – The Independent Designer who is directly above another Independent Designer on a Team.

**Mentor Bonus** – The Mentor Bonus is paid to qualifying Independent Designers on volume produced by Levels 1-4 of their Team. For details regarding Mentor Bonus amounts and qualifications, please refer to the Career Plan.

**Origami Owl Starter Kit** –A selection of Origami Owl products, training materials and business support literature that each new Designer is required to purchase, except in any state where it may be prohibited. Personal Volume is not generated on the purchase of a basic Starter Kit.

**Orphan** - A Designer who enrolls without a Mentor or Sponsor (also referenced as an "Annie").

**Paid-As Title** - Refers to the rank at which an Independent Designer is qualified to earn Bonuses during the current pay period.

**Personally Sponsored Bonuses** – An Independent Designer qualifies to receive a Personally Sponsored Bonus based off their Level 1 Team member's volume produced in either of the following two (2) circumstances:

1. An Independent Designer rolled up to a Level 1 prior to February 1, 2016 (and is therefore grandfathered); and/or
2. An Independent Designer is Personally Sponsored into the Origami Owl business, regardless of who is assigned as the Mentor for such new Independent Designer.

**Personally Sponsored Designer** – This term refers to any Independent Designer who has been personally sponsored into the Origami Owl business by another Independent Designer. This term does not include Independent Designers who are inherited through a roll-up, but does include Annies assigned to a Mentor.

**Personally Sponsored Qualified Designer** – A Personally Sponsored Designer who has achieved a monthly minimum of 75 PV in any given month. For details regarding specific Personal Volume requirements, please refer to the Career Plan. In addition to being personally sponsored, Willing Beauty Advisors must also be in the Mentor tree level 1-4 to count as a Personally Sponsored Qualified Beauty Advisor.

**Personal Volume (PV)** – PV stands for Personal Volume. It is a point value assigned to each commissionable product sold and may vary according to country. Business supplies and Hostess rewards are not assigned Personal Volume.

**Qualifications for Commissions and Bonuses** – In order to qualify for Commissions and Bonuses under the Origami Owl Career Plan, an Independent Designer must meet all requirements as set forth in the Career Plan and must be in good standing with the Independent Business Owner Agreement terms as well as the Policies and Procedures.

**Qualified Designer** – An Independent Designer who achieves all requirements for a specific promotional offer or incentive promoted by Origami Owl.

**Ready, Set, SOAR! Bonus** - The Ready, Set, SOAR! Bonus is paid to Mentors and their Direct Designers when the Direct Designer advances in rank to Team Leader within the qualification period (which is the enrollment month plus the three full calendar months that immediately follow). For details regarding Ready, Set, SOAR! Bonus amounts and qualifications, please refer to the Career Plan.

**Recruit** – For purposes of Origami Owl's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly, indirectly or through a third party, another Origami Owl Independent Designer or customer to enroll or participate in another multilevel marketing or direct sales opportunity.

**Re-Enrollment** – When an Independent Designer's account has been voluntarily cancelled or deactivated, or has had no activity (0 Personal Volume) for six (6) or more consecutive months, she or he may request Re-Enrollment as an Independent Designer as long as at least six (6) full calendar months have passed since the deactivation or inactivity date. Independent Designers who re-enroll after six (6) full calendar months are considered new Designers and must purchase a Starter Kit. The Independent Designer's enrollment date will be reset as of the date of Re-Enrollment and she or he will be eligible to participate in new Designer incentives.

**Reinstatement** – When an Independent Designer's account has been voluntarily cancelled or deactivated, she or he may request Reinstatement as an Independent Designer within six (6) full calendar months of the deactivation date. An Independent Designer who has requested Reinstatement will be placed with her or his previous Mentor and Personal Sponsor and will not be eligible for reassignment to a new Mentor. She or he will not be entitled to purchase a Starter Kit. An Independent Designer who has been reinstated will not be eligible to participate in new Designer incentives. A Reinstatement fee may be charged in Origami Owl's sole and absolute discretion.

**Replicated Website** – A website provided by Origami Owl to Independent Designers that utilizes website templates developed by Origami Owl (also known as a “PWP”).

**Resalable** – Products shall be deemed Resalable if each of the following elements is satisfied: the items are unused; the packaging and labeling are current and have not been altered or damaged; the items and their packaging are in condition such that it is commercially reasonable to sell the items at full price; and the items at the time of purchase were not identified as non-returnable, discontinued or seasonal products or subsequently are not discontinued at the time of return.

**Retail Sales Commission** – The Retail Sales Commission (or “Commission” as used in these Policies & Procedures) is the profit earned by an Independent Designer for retail sales made to Retail Customers. The Retail Sales Commission is the difference between the retail price charged to Retail Customers and the wholesale price charged to an Independent Designer.

**Retail Sales** – Sales to a Retail Customer at the then current suggested retail price.

**RMA (Return Merchandise Authorization) Form** - Document required in order to return defective or damaged products. Independent Designers who wish to return an item for either a refund or replacement must request a RMA label from Origami Owl’s Care Team. Any returns sent without an RMA will be returned to sender at the cost of the sender.

**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, Twitter, LinkedIn, Pinterest, Instagram and YouTube.

**Sponsor** - The Independent Designer under whom a new Independent Designer is enrolled in the system. The Sponsor is the Independent Designer who introduces the new Independent Designer to the Company and/or product.

**Team** – An Independent Designer and her or his Downline Independent Designers on Levels 1-4.

**Team Volume** - The cumulative Personal Volume for an Independent Designer and her or his Team down through Level 4. Team Volume requirements set out in the Career Plan must be produced in any given Calendar Month. For details regarding specific Team Volume requirements, please refer to the Career Plan.

**Termination** — An Independent Designer’s nonrenewal of her or his Independent Business Owner Agreement, termination due to inactivity, or voluntary or involuntary termination of an Independent Business Owner.

**Team Leader Mentor Bonus** – An Origami Owl Independent Designer has the opportunity of earning \$50 USD/\$65 CAD in Bella Bucks when they newly promote another Independent Business Owner in their first level to a Paid-As rank of Team Leader for the first-time.

**Total Team Leaders** – As used in the Career Plan, this term refers to all Direct Team Leaders in an Independent Designer's Team as well as any others with a Paid-As Title of Team Leader or above in Levels 1-4 of that Independent Designer's Team.

**Upline** – This term refers to the Independent Designer(s) above a particular Independent Designer in the genealogy up to Origami Owl. It is the genealogy that links any particular Independent Designer to Origami Owl.

**Voluntary Cancellation** - The closure of an Independent Designer's business. An Independent Designer may voluntarily request to cancel their Designer Account. Canceled Independent Designers cannot qualify for Commissions or Bonuses during the period in which they are canceled.



## **EXHIBIT A TELEMARKETING RULES**

### **A. RULES APPLICABLE TO TELEPHONE AND FAX**

The Canadian federal government operates a national Do-Not-Call registry that requires businesses to refrain from calling customers who register on the national “Do-Not-call” list (DNCL). You are prohibited from placing unsolicited telemarketing calls to customers that make a do-not-call request in one of two ways:

1. the customer can register his or her telephone number on the national DNCL
2. the customer can ask the caller directly not to be called again

There are significant penalties associated with calling a customer after a do-not-call request has been made. Accordingly, when calling customers to offer or sell Company products, these procedures should be followed.

### **Exceptions to the National Do-Not-Call List**

Subject to the ‘Important Note’ below, you are permitted to call customers that have registered their telephone numbers on the national DNCL, provided:

- A. You have an “existing business relationship” with such person, meaning customers who:
  - i. have purchased something from you within the last 18 months, or
  - ii. have made an inquiry about Company products or the Company opportunity within the last 6 months, or
  - iii. have a written contract with Company currently in existence or that expired within the last 18 months, or
  - iv. You have obtained express written permission from the customer to make such calls.

**Important Note:** If customers in any of these categories above request that they not be called, YOU MUST COMPLY WITH SUCH REQUEST.

### **Cold Calls to Customers Not Within an Exception Category**

If you call a person who has registered their telephone number on the DNCL, you have violated Canadian federal law. Customers who have registered on the DNCL who still receive telemarketing calls will be able to file a complaint against you with the Canadian Radio-television Telecommunications Commission (CRTC). Violators of the DNCL registry rules will be subject to a fine of up to \$15,000 per violation. It is your responsibility to ensure you do not call customers who have been registered on the DNCL for more than 31 days. The 31 days will provide a grace period to allow you time to update your telemarketing lists.

In addition to subscribing to the national DNCL, you are still required to maintain your own do-not-call list and to honor a customer’s request not to be called. You must not sell, rent, lease or publish the list

or disclose any portion of the list to an individual outside your organization, including affiliates. You will be required to pay a fee to subscribe to the DNCL.

## **Recommendations:**

Limit business-generating telephone calls to former customers and prospective recruits who fall within the “exception” categories identified above.

Maintain a database for any customer or prospective recruit that has requested that you not call them again. Once a name and telephone number is entered into this database, it must be maintained for a period of at least 3 years.

## **B. OTHER CRTC TELEMARKETING RULES YOU NEED TO COMPLY WITH**

In addition to the new DNCL rules, you must also abide by the following CRTC rules.

### **Contacting Customers**

1. Telephone Calls:
  - a) Calling hours are restricted to weekdays (Monday to Friday) between 9:00 AM and 9:30 PM and weekends (Saturday and Sunday) between 10:00 AM and 6:00 PM. Restrictions hours refer to the time zone of the customer receiving the telephone calls.
  - b) At the beginning of a call you:
    - I. Must identify your name, corporate name and/or trade name
    - II. Must provide the purpose of the call
    - III. Upon request you must provide a local or toll-free number allowing the customer access to speak to an employee or other representative of yours;
    - IV. Must provide the name and address of an employee or other representative of yours, to whom the customer can write.
  - c) The telephone call shall be answered either by a live operator or a voicemail system to take messages for the customer. The voicemail must inform customers that their call will be returned within three (3) business days.
  - d) You must return customer's call within three (3) business days.
  - e) You must display the originating calling number or an alternate number where the call originator can be reached (except where the number display is unavailable for technical reasons).
  - f) Sequential dialing is prohibited.
  - g) Random dialing and calls to non-published numbers are permitted, except to numbers that are registered on the national DNCL; are emergency lines; and are associated with healthcare facilities.

- h) Your own do not call list must be maintained and remain active for three (3) years effective within thirty-one (31) days from the date of the customer's do not call request.
- i) A customer's request not to be called that is made during the telemarketing call shall be processed at that time. The customer shall not be asked to call elsewhere to make their request.
- j) If you use a predictive dialing device to initiate a call, you shall not exceed, in any calendar month, a five (5) percent abandonment rate. You shall maintain records of actual abandonment rates for a period of three (3) years from the date each monthly record is created.

## 2. Automatic Dialing and Announcing Devices (ADADs) Prohibited:

ADADs are equipment that store and dial telephone numbers automatically. They are typically used alone or with other devices to deliver a pre-recorded or synthesized voice message to the telephone number called. Use of ADADs in connection with your Company business is strictly prohibited.

## C. APPLICABLE PROVISIONS OF THE CANADIAN *COMPETITION ACT*

You must also comply with the following provisions contained in this Canadian legislation:

No person shall engage in "telemarketing" (which term includes promoting the supply of use of products or promoting any business interest) unless:

- a) Disclosure is made, in a fair and reasonable manner at the beginning of each telephone communication, of the identity of the person on behalf of whom the communication is made, the nature of the product or business interest being promoted and the purposes of the communication.
- b) Disclosure is made, in a fair, reasonable and timely manner, of the price of any product whose supply or use is being promoted and any material restrictions, terms or conditions applicable to its delivery

No person who engages in telemarketing shall make a representation that is false or misleading

## D. FAX RULES (INCORPORATING ADDITIONAL CRTC REQUIREMENTS)

Independent Designers may not use a "blast fax" or similar program or service to send messages by fax. Independent Designers only may send fax messages to individuals with whom the Independent Designer has an existing business relationship ("EBR") and to any individuals that have provided their prior express written permission to receive fax messages from the Independent Designer.

All faxes sent to those with whom the Independent Designer has an EBR are subject to the following rules:

- a) The Independent Designer must obtain the recipient's fax number either through the recipient's voluntary communication of such number, within the context of the EBR, or from a directory, advertisement or site on the Internet to which the recipient voluntarily agreed to make available his or her fax number for public distribution.
- b) Faxes must include a clear and conspicuous notice on the first page that the recipient may opt-out of receiving any further fax advertisements from the Independent Designer ("Do-Not-Fax request").
- c) Faxes must include a domestic contact telephone number where the sender can be reached as well as a fax machine number for the recipient to transmit a Do-Not-Fax request.

- d) Faxes must include at least one cost-free mechanism that the recipient can use to transmit a Do-Not-Fax request to the Independent Designer, such as a Web site address, email address, or toll-free number.
- e) Independent Designers must accept and process Do-Not-Fax requests 24 hours a day, 7 days a week, and all requests must be honored fully within 30 days.

All faxes must include, at the top of the first page of the fax in font size 12 or larger:

- f) the date and time the fax is sent;
- g) the identity of the sender (which must be the Independent Designer's personal or company name);  
and
- h) the telephone number of the sending fax machine and of the Independent Designer

Calling hours are restricted to weekdays between 9:00AM and 9:30PM and weekends between 10:00AM and 6:00PM. Restrictions refer to the time zone of the called party. DO NOT FAX lists are to be maintained by the calling party and remain active for three years. The sender must give a unique registration number to all persons who request to be added to the do not FAX list. Names and numbers must be added within 7 days of the called party's request. Sequential dialing is not permitted and fax calls are not permitted to emergency lines or healthcare facilities.

**EXHIBIT B**  
**IMPORTANT CONTACTS**

Contact	Email or Website Link	Phone
Career & Guidelines Support	<a href="mailto:CGSupport@OrigamiOwl.com">CGSupport@OrigamiOwl.com</a>	
Marketing Approvals Request	<a href="mailto:Marketing@OrigamiOwl.com">Marketing@OrigamiOwl.com</a>	
Care Team	<a href="mailto:Support@OrigamiOwl.com">Support@OrigamiOwl.com</a>	888.491.0331
Public Relations	<a href="mailto:PR@OrigamiOwl.com">PR@OrigamiOwl.com</a>	

**EXHIBIT C**  
**CAREER PLAN OVERVIEW**