

**ORIGAMI OWL FAMILY OF BRANDS**  
**Independent Business Owner Policies & Procedures**  
**OCTOBER 2018**



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## **SECTION 1: INTRODUCTION**

### **1.1 Purpose and Background**

Origami Owl, LLC (hereafter “Origami Owl” or the “Company”) is pleased to offer business opportunities with more than one brand within the Origami Owl Family of Brands. Currently, these brands include “Origami Owl” and “Willing Beauty Company” (which sells both *willa* and *Willing Beauty* products). The Origami Owl Family of Brands may be expanded in the future to include other brands. As referenced in this document or elsewhere in the Agreement (as defined below), the “Origami Owl Family of Brands” refers to each brand owned and operated by the Company.

Origami Owl independent business owners are known as “Designers.” Willing Beauty Company independent business owners are known as “Beauty Advisors.” When referenced in this document or elsewhere in the Agreement or in any other Company materials, the term “Independent Business Owner” is used to reference both groups. If you join one or both businesses by entering an Independent Business Owner Agreement and purchasing a Starter Kit / Starter Set or earn Rewards to become an Independent Business Owner for the relevant business, you will be subject to these Policies and Procedures at all times. Additional details regarding Rewards may be found at: <http://faq.willingbeauty.com/>.

In these Policies and Procedures, we provide general guidance as it applies to all brands within the Origami Owl Family of Brands. To the extent a different rule or guideline applies to one brand and not another, we will call out that difference specifically in this document.

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

These Policies and Procedures, in their present form and as may be amended by the Company from time to time, are incorporated into and form a material part of the Independent Business Owner Agreement you entered when you started your business. It is the responsibility of each Independent Business Owner 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 Independent Business Owner Agreement, these Policies and Procedures, and the applicable Career Plan for your business. These documents are also incorporated by reference into the Independent Business Owner Agreement (all in their current form and as may be amended by the Company 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. Any term used in this document but not specifically defined herein shall have the meaning ascribed to it in the Independent Business Owner Agreement or Career Plan, as applicable.

### **1.3 Changes to the Agreement**

The Company reserves the right to amend or modify the Agreement, including these Policies and Procedures, the Career Plan and its product prices in its sole and absolute discretion. By executing the Independent Business Owner Agreement, an Independent Business Owner agrees to abide by all amendments or modifications that

the Company 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, at the Company's discretion: (1) posting in the Independent Business Owner's Account Home Page, (2) notice sent via Company email, or (3) in a Company e-newsletter. Any of the following constitutes immediate acceptance of all amendments by an Independent Business Owner: (1) the continuation of an Independent Business Owner's business, (2) the acceptance of any benefits under the Agreement, or (3) an Independent Business Owner's acceptance of Bonuses or Commissions.

## **SECTION 2: BECOMING AN INDEPENDENT BUSINESS OWNER**

### **2.1 Requirements to Become an Independent Business Owner**

To become an Independent Business Owner, each applicant must:

- Be at least 18 years of age;
- Be a permanent resident of the United States and have a valid Social Security number or Federal Taxpayer Identification number;
- 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 the Company (the Company reserves the right to accept or reject an Independent Business Owner Agreement in its sole discretion);
- Purchase a Starter Kit if required by the business you wish to join (with Independent Business Owner's personal credit card or debit card or other verified personal funds) (note: the purchase of a Starter Kit is optional for residents of North Dakota);
- Have a valid email address; and
- Have a valid credit card.

Any proprietorship doing business under an assumed name (DBA) must also submit a copy of its certificate of DBA. A business entity (e.g., a corporation, limited liability company, partnership or trust) applying to become an Independent Business Owner must submit a copy of the appropriate corporate resolution and comply with the requirements of this Section.

### **2.2 Independent Contractor Status**

Independent Business Owners are self-employed, non-exclusive independent contractors who are authorized to market and sell products in the United States, Puerto Rico and on U.S. military bases abroad. Independent Business Owners are not, and shall not represent themselves to be, employees, agents or representatives of the Company or purchasers of a franchise or a business opportunity. Any agreement between the Company and an Independent Business Owner does not create an employer/ employee relationship, agency, partnership or joint venture between the Company and such Independent Business Owner. Independent Business Owners shall not be treated as employees of the Company for any purpose including, without limitation, for federal, state or local tax purposes. Independent Business Owners have no authority (express or implied) and shall not represent that they have any authority to bind the Company to any obligation. Independent Business Owners shall establish their own goals, hours, place of business and methods of sale, so long as they comply with the Independent



Business Owner Agreement. Independent Business Owners are solely responsible for all decisions made and all costs incurred with respect to their independent business. All Independent Business Owners assume all entrepreneurial and business risk in connection with their independent business.

## **2.3 Term and Renewal of Your Independent Business Owner Agreement**

The term of the Independent Business Owner Agreement is one (1) year from the date of its acceptance by the Company. Independent Business Owners must personally complete the enrollment process. An Independent Business Owner's mentor, spouse, family member, or anyone else in the Independent Business Owner's lineage may not enroll a new Independent Business Owner. This is to ensure that confidentiality is maintained and that no lineage manipulation occurs. Independent Business Owners may be required to pay an annual renewal fee on or before the anniversary date of their enrollment as an Independent Business Owner. 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 the Company's sole discretion.

## **SECTION 3: OPERATING AN ORIGAMI OWL FAMILY OF BRANDS BUSINESS**

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

Independent Business Owners must adhere to the terms of the Career Plan as set forth in these Policies & Procedures and other official Company literature. Independent Business Owners may not offer the business opportunity with any other sales opportunity and may not cross-promote other sales opportunities to other current or prospective Independent Business Owners. Independent Business Owners may not require or encourage current or prospective Independent Business Owners to purchase from or pay any individual or entity other than the Company.

### **3.2 Single Independent Business Owner Account**

An Independent Business Owner 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 Business Owners must enroll themselves (an Independent Business Owner's Mentor, spouse, family member, or anyone else in the Independent Business Owner's lineage may not enroll a new Independent Business Owner) and must agree to the Company's Policies and Procedures.

### **3.3 Co-Applicants**

The Company does not accept co-applicants with the exception of minors who are allowed to enroll as co-applicants in either the "Owlette" program in the Origami Owl business or the "willagirl" program in the Willing Beauty Company Business. In either of these cases, a minor may remain as a co-applicant on an Independent Business Owner's account as long as the minor is under the age of eighteen (18). If the Owlette or willagirl, as

applicable, has turned eighteen (18), she or he may remain a co-applicant on the adult's account as long as she or he is still being claimed as a "dependent" according to IRS guidelines.

If an Independent Business Owner enrolls and her or his spouse, family member, friend or business partner also wishes to become an Independent Business Owner under the same account, the Independent Business Owner and individual must enroll as an LLC or other form of business entity. To register a business entity, please contact your local State Department of Revenue or other appropriate state agency.

Two Independent Business Owners who choose to marry may maintain their separate Independent Business Owner positions. Alternatively, an Independent Business Owner who chooses to leave her or his separate Independent Business Owner position and join the spouse's business as an LLC or other form of business entity may, in the Company's sole discretion, maintain her or his direct downline members as personally sponsored.

### **3.4 Owlettes and willagirls**

A minor child between the ages of eleven (11) and seventeen (17) years of age may be added to the Independent Business Owner's Agreement as an "Owlette" in the Origami Owl business or a "willagirl" in the Willing Beauty Company Business. These designations are for recognition purposes only. "Recognition Purposes" shall be defined to mean that Owlettes and willagirls: (1) will be listed in a special field under the primary Independent Business Owner's account; and (2) shall be entitled to receive special training, awards and recognition at the annual convention and other Company-sponsored events. Owlettes and willagirls will not, however, be entitled to receive PV or other monies owed to the primary Independent Business Owner account holder. The Company respects the privacy of children and does not collect any more personal information than reasonably necessary to enable them to participate in the "Owlette" program or the "willagirl" program. The Company follows the restrictions set forth in the Children's Online Privacy Protection Act ("COPPA").

#### **3.4.1 Independent Business Owner's Responsibilities Regarding Owlettes and willagirls**

The authorized adult working with the minor 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 a parent or legal guardian, an Independent Business Owner understands that an IRS 1099 tax form will be sent to the holder of the SSN listed on the Independent Business Owner account and the minor will not be entitled to receive PV or other monies owed to the primary Independent Business Owner Account holder.

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

As long as an Independent Business Owner claims a former Owlette or willagirl as a "dependent" according to Title 26 of the Internal Revenue Code (IRS 26 U.S.C. 152), the former Owlette or willagirl will be allowed to participate as a co-applicant on the parent/legal guardian's account. Such former Owlette or willagirl must sign a form which states they are a dependent of the main account holder and acknowledge that a 1099 will be sent to the holder of the social security number on the account. A former Owlette or willagirl may remain on an Independent Business Owner's account as a co-applicant

from the time they turn 18 until they are no longer considered a dependent of the Independent Business Owner pursuant to IRS guidelines as set forth above. Once a former Owlette or willagirl turns 18 or is no longer considered a dependent of the Independent Business Owner according to IRS guidelines, there are three options: (1) the former Owlette or willagirl may create a new Independent Business Owner account and will have the option to purchase a Starter Kit for the new account; (2) the Independent Business Owner may transfer the account to the Owlette or willagirl; or (3) if the Owlette or willagirl prefers to become an Independent Business Owner 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 Business Owner's responsibility to immediately notify the Career and Guidelines Support Team of any change to the type of business entity currently listed on the Independent Business Owner'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 Business Owner's account, arrangements must be made to ensure the Agreement, as well as the Independent Business Owner's Upline and Downline, are not adversely affected. The Company reserves the right to determine whether such change of control will adversely affect the Independent Business Owner Agreement or the Independent Business Owner'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 Career and Guidelines Support Team within thirty (30) days of any changes to a business entity may result in the termination of the Independent Business Owner's account.

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

If any individual living in the same primary residence of an Independent Business Owner engages in any activity which, if performed by the Independent Business Owner, 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 Business Owner and the Company may take appropriate disciplinary action against the Independent Business Owner.

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

Independent Business Owners are authorized to sell the Company's products and/or services and enroll Independent Business Owners only in jurisdictions specifically authorized herein unless otherwise approved in writing by the company. The Company's products or sales aids may not be shipped into or sold in any unauthorized foreign country. Independent Business Owners in the U.S. may not do any of the following things outside the country:

- Conduct sales;
- Enroll or attempt to enroll potential Independent Business Owners (with the exception of U.S. and Canada cross-border sponsoring as specifically noted below); or
- Conduct any other activities for the purpose of selling the Company's products, establishing a marketing organization or promoting the Company's opportunity.

Prior to making any sales or conducting any parties on any military installation or base, Independent Business Owners must first determine whether the installation or base allows direct selling. If so, the Independent Business Owner must obtain any permissions that are necessary prior to making any sales or conducting parties. Failure to do so could constitute a violation of military regulations. A United States-based address may not be used to circumvent this policy for any reason. No warranties, exchanges or refunds will be granted to Company products known to be sold outside of authorized territories.

### **3.7.1 Origami Owl**

Origami Owl Designers may sell Origami Owl products: in the United States; on U.S. military bases located in the United States and abroad; in U.S. territories (Puerto Rico, Guam, American Samoa, U.S. Virgin Islands, Northern Mariana Islands); and, in Canada (with the exception of Quebec).

Origami Owl Designers operating an Origami Owl business based in the United States may sponsor new Origami Owl Designers in Canada in accordance with all other sponsoring policies and procedures.

### **3.7.2 Willing Beauty Company**

Willing Beauty Company Beauty Advisors may sell Willing Beauty products: in the United States; on U.S. military bases located in the United States and abroad; and, in U.S. territories (Puerto Rico, Guam, American Samoa, U.S. Virgin Islands, Northern Mariana Islands).

Willing Beauty Company products may not be sold in Canada at this time.

## **3.8 Excess Inventory and the “70% Rule”**

Independent Business Owners should never purchase more products than they can use or sell to customers in a reasonable time period and must not influence or attempt to influence any other Independent Business Owner to buy more products than she or he can reasonably use or sell. To prevent stockpiling of excess inventory, Independent Business Owners must certify that they have sold at least seventy percent (70%) of the Company's products purchased in their previous product orders prior to placing a new order. Each time an Independent Business Owner places an order through the Company's ordering system, she or he agrees and explicitly warrants and represents that she or he has sold at least seventy percent (70%) of products previously purchased. Failure to comply with this obligation and the “70% Rule” may be grounds for immediate termination of the Independent Business Owner Agreement.

The Company's obligation to repurchase products will not apply with respect to any products that an Independent Business Owner claimed were previously sold. Falsely representing the sale of products shall be grounds for termination of an Independent Business Owner Agreement.

## **3.9 Bonus Buying Prohibited**

Bonus buying is strictly prohibited. "Bonus buying" includes: (1) the enrollment of individuals or entities without knowledge of and/or execution of the Independent Business Owner Agreement by such individuals and entities; (2) the fraudulent enrollment of an individual or entity as an Independent Business Owner; (3) the enrollment or

attempted enrollment of non-existent individuals or entities as Independent Business Owners; (4) the use of a credit card by or on behalf of an Independent Business Owner when the Independent Business Owner is not the account holder of such credit card; (5) a Mentor purchasing another Independent Business Owner's Starter Kit; (6) purchasing products or services on behalf of another Independent Business Owner, or under another Independent Business Owner's ID to qualify for Commissions, Bonuses, incentive rewards or for the Career Title qualification structure; and (7) any other mechanism by which strategic purchases are made to maximize Commissions, Bonuses or other incentives or rewards when an Independent Business Owner has no bona fide use for the products purchased.

### **3.10 Taxes**

Each Independent Business Owner is responsible for paying local, state and federal taxes on any income generated as an Independent Business Owner. The Company cannot provide an Independent Business Owner with any personal tax advice. Independent Business Owners should consult their own tax accountant, tax attorney or other tax professional. If an Independent Business Owner's business is tax-exempt, the federal Tax Identification Number must be provided to the Company. Every year, the Company will provide an IRS Form 1099 MISC (Nonemployee Compensation) earnings statement to each U.S. resident who: (1) earned Commission and Bonus payments of more than six hundred dollars (\$600) from the Company in the previous calendar year; or (2) made purchases during the previous calendar year in excess of five thousand dollars (\$5,000).

### **3.11 Insurance - Origami Owl**

An Origami Owl Designer may wish to arrange insurance coverage for her or his business. Typical homeowner's insurance policies do not cover business-related injuries or the theft of or damage to inventory or business equipment. Designers should contact their insurance agent to make certain that their business property is adequately insured. The Company is able to make a referral for health insurance to our active designers. More information is available at: <https://www.agenthealthplans.com/OO>.

### **3.12 Adherence to Laws and Ordinances**

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

### **3.13 Account Home Page Access**

The Company provides Independent Business Owners 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 business and to increase your sales. Access to the Account Home Page is a privilege and not a right. The Company reserves the right to deny Independent Business Owner access to the Account Home Page at its sole discretion. All Independent Business Owners have a duty to protect the Company's Confidential Information (as defined below). If you have trouble accessing the Account Home Page, please call our Care Team.

### **3.14 Use of the Company's Brands or Name on Checking Accounts**

Independent Business Owners are not permitted to use the Company's trade names or any of its trademarks/service marks on personal or business checking accounts. However, an Independent Business Owner may imprint his or her checks with "Independent Business Owner with Origami Owl" or "Independent Business Owner with Willing Beauty," as applicable.

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

### **4.1 Code of Ethics**

Independent Business Owners are expected to uphold the highest standards of business ethics while affiliated with the Company. The Company will take every measure to ensure a safe, ethical, moral and profitable opportunity for all. Each Independent Business Owner is required to adhere to the following Code of Ethics in the operation of her or his business:

**As an Independent Business Owner within the Origami Owl Family of Brands, I promise and agree that:**

- I will be courteous, respectful, honest and fair in all of my dealings while acting as an Independent Business Owner and I will perform my business activities in a manner that will enhance my reputation and the positive reputation of the Company. I recognize that the founders of the Company have strong personal convictions regarding the ethical conduct of all Independent Business Owners and that I am agreeing to uphold these standards of ethical conduct at all times.
- I will not disrespect any other Independent Business Owner or any corporate officers or employees of the Company at any time. This includes, but is not limited to, shipping personnel, receiving personnel and/or customer service personnel. If I am found to be disrespectful to any of these people, I understand a warning will be issued or that my Independent Business Owner status may be suspended or terminated at the Company's sole discretion.

I understand that unethical practices may be grounds for immediate suspension with a possible termination of my contractual relationship with the Company. While being unethical is open to broad interpretation, I understand that the following serves as a guideline of what is not acceptable to the Company:

- Soliciting and/or enticing an existing or potential Independent Business Owner to join one's Team or Downline while knowing he or she is working with another Independent Business Owner.
- Placing sales on a 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. The Company 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.
- Creating, perpetuating or distributing any and all rumors, false accusations, hearsay, vilification, tort, defamation or libel about the Company, products, competitors, corporate office staff or any other Independent Business Owner, whether the Independent Business Owner believes such information

to be true or not. This includes, but is not limited to, all communication via social media, email and text messaging on mobile devices.

- Purchasing the Company's products from non-Company approved websites or purchasing counterfeit products of any kind from any source.

As a member of the Direct Selling Association ("DSA"), the Company proudly supports the DSA's "Code of Ethics." Independent Business Owners can view the DSA Code of Ethics at [www.dsa.org/ethics](http://www.dsa.org/ethics). It is important to us that you conduct your business in accordance with the DSA Code of Ethics at all times. If you are unsure of any policy contained in the DSA Code of Ethics you may contact the DSA at any time for clarification.

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

Personal information may be edited by logging onto the Account Home Page or by contacting the Career and Guidelines Support Team. It is the sole responsibility of the Independent Business Owner to maintain accurate information to ensure that all Commissions, tax documentation and product and supporting materials are delivered correctly.

## **4.3 Indemnification**

An Independent Business Owner is fully responsible for all of her or his verbal and written statements made regarding products, services and the Career Plan that are not expressly contained in official Company 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 Business Owners agree to indemnify the Company and the Company'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 the Company as a result of the Independent Business Owner's unauthorized representations or actions. This provision shall survive the termination of the Independent Business Owner Agreement.

## **4.4 Product Claims**

Independent Business Owners may not make any product claims other than those specifically provided by the Company in sales and marketing materials prepared for your use. Federal regulators and state agencies strictly regulate truth-in-advertising requirements and monitor businesses for use of false or misleading claims. The Federal Trade Commission (FTC) looks particularly closely at claims related to products sold for consumer use. As an Independent Business Owner, it is your duty to ensure you are not violating any law, regulatory standard, statute or other requirement with respect to any product claims you may make.

### **4.4.1 Origami Owl**

No claims (including personal testimonials) as to the nature or composition of the metal, stones, enamel, paint or other unique properties of any products offered by the Company may be made except those contained in official Company literature. Such statements may be perceived as Consumer Protection Safety Improvement Act ("CPSIA") jewelry claims, and they may lack adequate substantiation. Not only

are such claims in violation of the Independent Business Owner Agreement, they also violate the laws and regulations of the United States, Canada and other jurisdictions.

#### **4.4.2 Willing Beauty Company**

The U.S. Food & Drug Administration (FDA) oversees regulation of cosmetic and skincare products through the Federal Food, Drug and Cosmetic Act and the Fair Packaging and Labeling Act. The FDA regulates cosmetics under the authority of these laws. The term “cosmetics” is defined broadly and is often interpreted to include many kinds of skincare products besides “make up.” Sometimes, when a skincare product is also intended for a therapeutic use, it receives classification as a “drug” and is therefore subject to other regulatory guidelines. When a drug (even an over-the-counter-drug such as sunscreen) is part of a product line, there are very strict rules around the kinds of product claims that cannot be made.

A Willing Beauty Company Beauty Advisor may not make any claims regarding any Willing Beauty products other than those that are expressly provided by or approved by the Company. Any Beauty Advisor who makes other claims will be solely responsible for the claims made. If any lawsuit, arbitration or mediation is brought against a Beauty Advisor alleging that she or he engaged in making any inappropriate or unlawful product claims, the Company shall not be responsible for any of the Beauty Advisor’s defense costs or legal fees, nor will the Company indemnify the Beauty Advisor for any judgment, award or settlement. Further, in such situations, the Beauty Advisor agrees to indemnify and hold the Company harmless from any costs, legal fees or damages that may be incurred by the Company due to the inappropriate or improper activities of the Beauty Advisor.

Use of “before and after” photos or customer product testimonials must adhere to the following requirements:

- The information shared must represent your own honest opinions, findings, beliefs and experiences from using the products.
- Plagiarism is expressly forbidden. Using another Beauty Advisor's original words as if they were your own will immediately result in disciplinary action.
- The information shared must clearly and conspicuously disclose the substantiation of the representations conveyed (e.g., how often and how long the products were used to achieve the results depicted, and whether any other products or treatments contributed to the results).
- Makeup must be removed and hair must be pulled back from the face.
- Photos must be of the face from a straight-on view or a profile view from each side.
- Photos must be in focus and with a well-lit background.
- The “before and after” photos must be taken under the same lighting conditions.
- Touch-ups and photo editing are not permitted.

Use of a “before and after” photo of any third party is not permitted unless the Beauty Advisor has obtained the third party’s express written permission. Any photos posted online (whether on a Beauty Advisor’s Replicated Website or on social media channels) must meet the product claims restrictions outlined here.



## **4.5 Providing Documentation to Applicants**

Independent Business Owners must provide the most current version of the Policies and Procedures and the Career Plan to individuals they are mentoring to become Independent Business Owners before the applicant enters an Independent Business Owner Agreement or must ensure that they have proper online access to these materials prior to enrollment.

## **4.6 Talent Release**

Each Independent Business Owner hereby consents to and will allow the Company 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 Business Owner (and any Owlette or willagirl listed on an Independent Business Owner's Account) when created in connection with any Company events, promotions and/or conventions to advertise, promote and publicize the Company's opportunities or services. An Independent Business Owner may withdraw this consent only by submitting such withdrawal in writing to the Legal Department at the corporate office of the Company, 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 Business Owners shall not make claims or representations of potential or guaranteed income or profits in connection with the Company's business opportunity. Any amounts that Independent Business Owners earn are based only on the sale of Company products and not on the mere act of sponsoring other Independent Business Owners. The Federal Trade Commission and several states have laws and/or regulations that prohibit certain types of income claims and testimonials by persons engaging in direct selling/network marketing. While Independent Business Owners may believe it beneficial to tell other Independent Business Owners and potential Independent Business Owners about their earnings or the earnings of others, such claims may have legal consequences and adversely impact the Company, as well as Independent Business Owners making the claims, unless appropriate disclosure required by law is also made at the same time with the income claim.

Because Independent Business Owners generally do not have the information necessary to comply with such legal requirements, Independent Business Owners may not make any projections, claims or estimates regarding such other Independent Business Owners' potential or guaranteed income, or disclose their own income by showing checks, copies of checks, bank statements, tax records or other such documents.

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

Independent Business Owners may not represent that the Company, the Company's products, or the Career Plan have been approved or endorsed by any governmental or regulatory agency.

## **4.9 Ethical Marketing**

Independent Business Owners shall comply with all laws, rules, regulations and governmental requirements applicable to the operation of their business, including the marketing, promotion and sale of Company products. It is the responsibility of the Independent Business Owner to safeguard and promote the good reputation of the

Company and to conduct their business in a manner that reflects favorably on the Company's products, name, goodwill and reputation. Each Independent Business Owner should refrain from unethical conduct, including disparagement of the Company or other Independent Business Owners. Independent Business Owners shall:

- Not publish or use any misleading or deceptive advertising material regarding the Company or its products;
- Honor the Company's Product Guarantee with respect to applicable Company products sold by the Independent Business Owner;
- Not make any statements, representations, guarantees or warranties regarding Company products or the Career Plan that are inconsistent with those set forth in the Independent Business Owner Agreement and the Company's marketing materials;
- Distribute the Company products only as shipped by the Company, with all documentation, packaging and other supplemental materials intact; and
- Not alter or modify any Company product, packaging, or take any action that affects or could affect the appearance, quality, content or performance of any Company product.

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

Independent Business Owners who become aware of another Independent Business Owner who has violated one or more provisions of the Independent Business Owner Agreement should promptly notify the Career and Guidelines Support Team. Details of the incident (such as dates, number of occurrences, screen shots, emails and persons involved) and any supporting documentation should be included in the report to the extent available. Please know that while the Company reviews 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 the issue to individuals who were not directly related to the concern.

#### **4.11 Security**

All Independent Business Owners 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: (1) encrypting data before electronically transmitting it; (2) storing records in a secure location; and (3) password protecting computer files or locking up physical files containing confidential information or customer data. Independent Business Owners 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 Business Owners dispose of any paper or electronic record containing customer data and other confidential information, Independent Business Owners shall do so by taking all reasonable steps to destroy the information by: (1) shredding; (2) permanently erasing and deleting; or (3) 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 Business Owner will certify to the Company that all forms of the requested personal information have been destroyed and will describe any exceptions.

## **4.12 Reporting Security Breaches**

Independent Business Owners 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 Business Owner shall promptly notify the affected customers and the Career and Guidelines Support Team 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 Business Owners, at their expense, shall cooperate with the Company and applicable customers and use their best efforts to mitigate any potential damage caused by a security breach, including by sending notice to the affected individuals, state agencies and consumer reporting agencies if such notification is required by law.

## **4.13 Commercial Outlets**

Independent Business Owners are not permitted to display or sell Company products in any retail or service establishment. Only Company-approved marketing material may be displayed. No Independent Business Owner shall:

- Sell, display or distribute any Company products in or through any retail or commercial establishment;
- Sell any Company products to any customer the Independent Business Owner knows or has reason to believe may resell such 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 Company products and are considered retail establishments for these purposes.

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

The Company encourages the promotion of Company products, however, there are certain restrictions. Independent Business Owners may display and/or sell Company products at trade shows and professional expos. Independent Business Owners may not set up a display for an extended period of time at recurring events as this would be considered a retail establishment. Independent Business Owners may not display and/or sell Company 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 products or the Company's brands. 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 the Career and Guidelines Support Team for guidance.

## **4.15 Fundraisers**

The Company encourages Independent Business Owners to participate in their local community. However, the Company does not provide a discount on bulk product for fundraising purposes. If an Independent Business Owner 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 the Career and Guidelines Support. The Company

recommends donating a portion of one's Commissions or donating hostess benefits as two easy ways to participate in fundraising.

Independent Business Owners are never allowed to sell Company products for more than the current retail price, even if it is for a good cause.

## **4.16 Account Maintenance**

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

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

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

Because the Company offers Independent Business Owners the opportunity to earn Team Bonus and commissions on sales made by Independent Business Owners 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 Company'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 Business Owners, we also set guidelines to help protect the community from cross-sponsoring or solicitation.

Independent Business Owners 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 (for Origami Owl Independent Business Owners), provided that they do not violate any other provision of these Policies & Procedures. Willing Beauty Company currently does not have a competitor list in place but may implement a competitor list in the future at the Company's sole discretion.

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

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

#### **4.17.2 Leadership Focus Policy**

The Company believes Independent Business Owners will be most successful when they focus on leadership, building a team and operating only one direct sales business. Therefore, Independent Business Owners 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. This includes choosing only one Origami Owl Family of Brands Company.

The Company 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 Business Owners are expressly prohibited from charging a fee to or receiving any other form of compensation from any other Independent Business Owner within the Origami Owl Family of Brands for coaching or mentoring services. Independent Business Owners are also prohibited from using any Company training resources, any business methods or sales materials, or any other information provided by the Company for the purpose of engaging in a coaching business involving coaching and training individuals with other direct sales companies outside the Origami Owl Family of Brands.

Leaders are expected to focus on their business and their team. If the Company learns that an Independent Business Owner 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 Company 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 the Company’s sole and absolute discretion.

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

#### **4.17.3 Selling Multiple Brands**

If multiple brands of jewelry products or skincare products are displayed or sold together it can be easy for customers to become confused as to which jewelry or skincare product is offered by which company. The Company will also not allow Designers who have an Origami Owl business to represent another direct sales jewelry company. For that reason, during the term of the Independent Business Owner Agreement, Designers may not represent (as an independent sales representative, employee, or in any

other capacity) any other direct selling company that sells jewelry as part of its primary product offering (a "Competing Company"). If a Designer or member of his or her household is found to be representing a Competing Company, he or she has ten (10) business days from the date he or she joins the Competing Company to terminate his or her account with either the Company or the Competing Company. If a Designer is found to be representing both companies after the ten (10) business day period has expired, his or her Independent Business Owner Agreement with the Company may be subject to immediate termination. Designers who are working with another direct selling Company that subsequently changes its primary product offering to include jewelry will be responsible to ensure they take any action necessary to be in compliance with these guidelines. The Career and Guidelines Support Team will periodically publish a list of companies considered to be Competing Companies, and the list will be subject to change from time to time in the Company's sole discretion. Designers may find an updated list of competitors at their Back Office. Willing Beauty Company currently does not have a competitor list in place but may implement a competitor list in the future at the Company's sole discretion.

#### **4.18 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 Business Owners shall not directly or indirectly recruit or solicit current or prospective Independent Business Owners or customers to participate or sell in conjunction with any other direct sales, party plan or network marketing business. Independent Business Owners are specifically prohibited from using contact information gained through their relationship as an Independent Business Owner for purposes of soliciting business or recruiting for another business opportunity. The Independent Business Owner agrees that this provision shall survive the termination or expiration of the Independent Business Owner Agreement.

Independent Business Owners may not use the Company's Official Facebook page or the Independent Business Owner's Facebook page to solicit business, drive people to your personal website, or sign up team members. Independent Business Owners may not solicit or encourage, directly or indirectly, any Independent Business Owner to cancel her or his Independent Business Owner contract agreement with the Company and you agree not to solicit, enroll, hire or otherwise work with any Independent Business Owner during the term of her or his agreement with the Company and for six (6) full calendar months thereafter, without the prior written consent of the Company. A solicitation includes any direct or indirect attempt to encourage an Independent Business Owner to consider joining or working with another direct sales company or any direct or indirect attempt to encourage an Independent Business Owner to cancel her or his Independent Business Owner contract agreement with the Company. A solicitation may include communicating information (including through online postings) about another business venture to any Independent Business Owner, to the extent a reasonable person would interpret your communication as an attempt to solicit her or his interest in that business venture. Decisions about what constitutes a solicitation in connection with this restriction will be made in the Company's sole and absolute discretion.

#### **4.19 Confidential Information**

As used in these Policies and Procedures, "Confidential Information" includes, but is not limited to, Company training materials, Downline Genealogy reports, the identity and contact information of Company customers and other Independent Business Owners, Independent Business Owners' Personal and Team Volumes and Independent Business Owner Career Title and/or achievement levels. Confidential Information is, or may be, available to Independent Business Owners in the Back Office. Independent Business Owner access to such

Confidential Information is password-protected and constitutes proprietary information and business trade secrets of the Company. Confidential Information is provided to Independent Business Owners in the strictest confidence and is made available to Independent Business Owners for the sole purpose of assisting them in the operation of their independent business. Independent Business Owners are: (1) prohibited from using Confidential Information for any purpose other than developing and supporting their independent business; (2) prohibited from directly or indirectly disclosing any Confidential Information to any third party for any purpose whatsoever; and (3) prohibited from posting 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 Business Owner for a period of two (2) years following termination of the Independent Business Owner Agreement. By choosing to conduct business with the Company, Independent Business Owners agree that this restriction is fair, equitable, and reasonable and is designed to protect the legitimate business interests of the Company and other Independent Business Owners.

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

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

### **SECTION 5: MENTORS**

Independent Business Owners who are willing to commit time to help other Independent Business Owners reach their business goals are Mentors. The Company expects Mentors to commit time to motivate, train and coach others to succeed in their own businesses.

## 5.1 Mentor Guidelines and Obligations

Independent Business Owners who become Mentors and build a team are expected to actively practice the Origami Owl Family of Brands 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 Business Owners; 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 businesses successfully
- Conduct onboarding training for new Independent Business Owners in accordance with the Company’s training program
- Use best efforts to encourage and motivate new Independent Business Owners to participate in Company 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 Business Owners 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 the Company 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, the Company may impose disciplinary action up to and including removal of Downline members or termination of the Independent Business Owner’s account.



## 5.2 Mentor Assignment

Every Independent Business Owner who personally sponsors a new Independent Business Owner or Crush Insider into **one of** the Origami Owl Family of Brands businesses is considered that new Independent Business Owners or Crush Insiders Personal Sponsor and cannot be changed. If the Personal Sponsor of the new Independent Business Owner or Crush Insider is not in the same Origami Owl Family of Brands company, that new Independent Business Owner or Crush Insider may elect a different Mentor upon enrollment into the other Origami Owl Family of Brands business. When an Independent Business Owner personally sponsors a new Independent Business Owner into the same business or receives assignment of a new Independent Business Owner or Crush Insider who was an “Annie” **within the same** Origami Owl Family of Brands Company, they are considered that new Independent Business Owners Personal Sponsor and has the right to mentor the Independent Business Owner personally or to select the Mentor for the newly enrolled Independent Business Owner. The selected Mentor must be a qualifying Independent Business Owner 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 Business Owner enrolled. The Personal Volume generated by the new Independent Business Owner 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 Business Owner is qualified to receive Mentor assignments under this policy shall be made in the sole discretion of the Company. This means that an Independent Business Owner who personally sponsors someone may be, but will not necessarily be, the new Independent Business Owner’s Mentor. If an Independent Business Owner 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-instate under the same Mentor who was assigned prior to the voluntary termination.

## 5.3 Change of Mentor

The Company does not permit an Independent Business Owner to change Mentors following enrollment. In the rare instance of an error in Mentor assignment, please contact our Career and Guidelines Support Team 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 Business Owner is assigned a Mentor other than the individual she or he was led to believe would be her or his Mentor, the new Independent Business Owner may request that she or he be transferred to the Mentor she or he 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 Business Owner requesting the change has the burden of proving that she or he was placed beneath the wrong Mentor (e.g., text messages, emails, etc.). The Company 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 and Procedures, an Independent Business Owner 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 the Company and then refraining from participating in the Company program in any capacity (e.g., no purchases of Company products for resale, no sales of Company products, no mentoring, no attendance at any Company functions, no participation in any other form as an Independent Business Owner, no operation of any other Origami Owl Family of Brands 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 Business Owner may re-enroll under a new Mentor; however, the former Independent Business Owner's Downline will remain under her or his original Mentor. If an Independent Business Owner 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 Business Owner, the Company 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 BUSINESS OWNERS WAIVE ANY AND ALL CLAIMS AGAINST THE COMPANY, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO OR ARISE FROM THE COMPANY'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 Leads**

### **5.3.4.1 Placement of Annies**

A new Designer who has not selected a Mentor upon enrollment (an "Annie") will be placed with a qualified Designer who is eligible to receive Annie placements based on qualifications established by the Company in its sole and absolute discretion.

## **SECTION 6: SALES REQUIREMENTS**

Independent Business Owners are not permitted to sell Company products to other Independent Business Owners, as the Company provides the same discount to each Independent Business Owner. Violation of this rule may result in suspension and termination of an Independent Business Owner's account. Independent Business Owners may exchange, trade or transfer retired, out of stock or in stock product including, but not limited to, Company products, marketing materials or Company packaging that is needed by another Independent Business Owner 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 Business Owners cannot barter, gamble or raffle any product, including, but not limited to, Company products, marketing materials or Company packaging. Independent Business Owners are never permitted to sell Company products for an amount higher than the current retail price.

Independent Business Owners may not combine orders under a single Independent Business Owner's ID number. This prohibition is necessary to maintain product quality control, facilitate product recalls or returns, and to ensure fairness in Commission and Bonus payments.

## **6.1 Product Sales and Transfers**

The Career Plan is based on the sale of Company products and services to end consumers. Independent Business Owners 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.

If a customer accidentally places an order under the wrong Independent Business Owner, the Company must be contacted via the contact form on the applicable website within the same calendar month of the purchase in order to move that purchase to the correct Independent Business Owner. This timeframe is necessary to facilitate appropriate Commission and Bonus payouts.

## **6.2 Sales Receipts**

All Origami Owl Designers must provide their retail customers with two (2) copies of an official Company order form and sales receipt at the time of the sale and must advise the buyer of his or her cancellation rights. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Company order forms and sales receipts are not permitted to be recreated, copied or scanned as these documents provide our customers required information about ordering and returning guidelines. All Willing Beauty Advisors must provide their retail customers with a .pdf version of an official Company sales receipt.

Independent Business Owners must maintain all retail sales receipts for a period of two (2) years and furnish them to the Company at the Company's request. If a complaint occurs during an order transaction, the Company reserves the right to request additional information from both parties and will attempt to resolve the situation in a manner that suits both parties. The Company will review all complaint information provided, and, if applicable, the Independent Business Owner may be held liable for any costs the Company accrues to resolve the concern.

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

Different legal and regulatory standards apply to different products. For this reason, all Company products must be sold only in their original packaging. Independent Business Owners may not re-package, re-label or alter the labels on Company products or business materials in any way. Company business materials may not be altered for purposes of re-sale. Tampering with labels or packaging could be a violation of federal and state laws and could result in civil or criminal liability. Independent Business Owners 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 orders within an Independent Business Owner's O2 business, 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 Business Owner's Personal Volume (PV) for that month and to be counted for sales contests, incentives or other promotions. The Company reserves the right to require different order deadlines for special order types or promotions.

## 6.5 Holding Applications or Orders

Independent Business Owners must not manipulate enrollments of new applicants or purchases of products. All product orders must be sent to the Company 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 Origami Owl 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

After the Company has accepted and processed an order, it will use reasonable efforts to ship the order to the address specified in the order using a carrier chosen by the Company. Risk of loss or damage will pass to the ordering Independent Business Owner upon delivery of such products to a third-party carrier.

The Company handles all claim issues with the carriers. If an Independent Business Owner claims they did not receive a shipment and the Company has received confirmation that it was delivered, the Company may, at its own discretion, require receipt of signature at the Independent Business Owner's expense for any reshipment.

Orders are shipped on business days only and you should allow up to two (2) business days for order processing and an additional five (5) to seven (7) business days for delivery after the initial two (2) days for the order processing and preparation for shipment (during Mother's Day and the Holiday Season, it may take up to three (2) business days to process and order; and six (6) to eight (8) business days for delivery after an order is processed). Special orders such as the *Inscriptions* items sold by Origami Owl Independent Business Owners may require longer processing. Orders can be shipped to P.O. Boxes or street address within the fifty (50) United States, the District of Columbia, Puerto Rico and other U.S. territories or Military APO/FPO P.O. Box addresses. The Company only offers standard shipping to domestic P.O. Boxes, APO/FPO Military and U.S. territories. The Company will use reasonable efforts to promptly fill Independent Business Owners' and customers' orders but will not be liable for any damages arising from any failure to fill orders or any delay in delivery.

## **7.1 Shipment to APO/FPO/PO Boxes**

Most Company products may be shipped to Military APO/FPO addresses, but some restrictions may apply. It is the sole responsibility of the Independent Business Owner to adhere to such restrictions. Such orders must be shipped via United States Postal Service and cannot be shipped via overnight or second-day service.

## **7.2 Shipments to Alaska, Hawaii, Puerto Rico and Canada**

Priority shipping methods (overnight or second-day service) are not available for certain locations in Alaska, Hawaii, Puerto Rico and other U.S. territories, or Canadian P.O. Box addresses.

## **7.3 Non-Deliverable Orders**

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

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

When this occurs, the Company will refund the order less the cost of shipping and neither the Independent Business Owner nor the Independent Business Owner's Upline will receive any credit for the order. If the order has already been credited to the Independent Business Owner'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 Business Owner may result in an additional correction and rerouting fee.

## **7.4 Returns and Order Issues**

An Independent Business Owner or customer may refer to [www.origamiowl.com/faq](http://www.origamiowl.com/faq) or [www.willingbeauty.com/faq](http://www.willingbeauty.com/faq) for the complete returns policy and for details on reporting shipment or order issues.

If an Independent Business Owner or customer selects a cash payment option for their order and chooses to return or exchange their purchase, they will be offered a Company credit for the price of the products. Cash refunds are not offered for cash payment orders.

## **7.5 Willing Beauty No Brainer Replenishment Program**

The Willing Beauty No Brainer Replenishment Program is an auto ship program which enables Beauty Advisors, Crush Insiders and customers to have Willing Beauty products automatically shipped each month (details regarding the No Brainer Replenishment Program are located: <http://faq.willingbeauty.com/faq-category/no->

[brainer-replenishment-faqs/](#)). A Beauty Advisor enrolled in the Auto ship Program has the right to cancel at any time, regardless of reason. All users have access to edit or cancel their No Brainer Replenishment orders through their Willing Beauty Central accounts – or if they prefer, they may call 866.600.7525.

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

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

An Independent Business Owner 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 Business Owner complies with the terms of the Independent Business Owner Agreement, the Company shall pay Commissions and Bonuses to such Independent Business Owner in accordance with the Career Plan. If an Origami Owl Designer's Commissions and Bonuses do not equal or exceed ten dollars (\$10), the Company will transfer the Commissions to the Designer's Commissions Manager located within their Back Office. Notwithstanding the foregoing, all Commissions owed an Independent Business Owner, 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 Business Owner or upon the termination of an Independent Business Owner's business. An Independent Business Owner may not combine Origami Owl and Willing Beauty Company payouts on the same card.

To be eligible for Bonuses, Independent Business Owners must satisfy Personal Volume, Team Volume and leader development requirements associated with their Career Title as specified in the 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. The Company does not advance cash or any portion of Commissions or Bonuses relating to: cash prizes, cash payouts, trip programs or contests, etc. Payment for returned products will be reflected in the corresponding Calendar Month. The Company'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.

Please use the chart included as Appendix C as a reference of qualification requirements for the Career Plan.

### **8.3 Bonus Categories**

Independent Business Owners may earn Bonuses in the following categories according to the terms of the Career Plan.

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

The Personal Sponsor Bonus is paid to any qualifying Independent Business Owner on volume produced by new Independent Business Owners personally sponsored into the business, regardless of who is assigned to be the Mentor for the new Independent Business Owner and regardless of which brand the new Independent Business Owner participates in. The amount paid is determined by the Personal Sponsor Paid-As title and their Independent Business Owner'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**

### **8.3.2.1 Origami Owl**

The responsibility of mentoring a Designer is shared among multiple Designers on a team. As such, a Mentor Bonus will be paid to qualifying Designers based on volume produced by Levels 1-4 of their team. It is expected that Designers will be asked to assist other 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 above.

### **8.3.2.2 Willing Beauty Company**

The responsibility of mentoring a Beauty Advisor is shared among multiple Beauty Advisors on a team. As such, a Mentor Bonus will be paid to qualifying Beauty Advisors based on volume produced by Levels 1-4 of their team, including Crush Insiders on their Level 1. Mentor Bonuses are paid on those Levels at which the Company believes a Beauty Advisor has the ability to influence and help other Beauty Advisors. It is expected that Beauty Advisors will be asked to assist other Beauty Advisors 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 above. Purchases from Crush Insiders in a Beauty Advisor's downline Level 2 and below count towards their Upline's Team Volume (NOT retail commissions) rolling up to the Beauty Advisor.

## **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 or 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 Business Owners below their Levels 1-4. For details regarding Director Generation Bonus amounts and qualifications, please refer to the Career Plan summary set forth in Appendixes C and D below.

## **8.3.4 Advancement Bonuses**

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

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

Independent Business Owners 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 Appendixes C and D below.

### **8.3.4.2 Origami Owl - Team Leader Mentor Bonus**

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

Origami Owl 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 Origami Owl 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 Origami Owl – Ready, Set, SOAR! Bonus**

The Ready, Set, SOAR! Bonus is paid to Mentors and their Direct Designers within their Origami Owl business 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). The Ready, Set, SOAR! Bonus pays the Independent Business Owner 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 Advancement Bonus paid to each to \$100).

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

### **8.4.1 Origami Owl**

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

All 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 a 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 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 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.)

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

All 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 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 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 a 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 Designer's Mentor. In such a case, the Designer will be returned to the Career Title of "Designer," will no longer be able to sponsor new Designers, and will no longer be eligible for payment of Team Bonuses. The Independent Business Owner's account will otherwise remain open.

The Company reserves the right, in its sole and absolute discretion, to terminate the account of Designers who fail to generate 150 cumulative Personal Volume for six (6) calendar months. Designers who fail to generate at least 150 cumulative PV in six (6) calendar months will be converted into Customer accounts.

#### **8.4.2 Willing Beauty Company**

All Beauty Advisors must generate at least seventy-five (75) in Personal Volume each month in order to remain an Active Beauty Advisor. If a Beauty Advisor 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 Beauty Advisor has not generated at least seventy-five (75) PV in a calendar month, she or he will become a "Crush Insider". In order to be eligible to receive standard retail commissions on personal sales again, the former Beauty Advisor, now Crush Insider, must generate 3,500 Golden Hearts Rewards in order to be invited back as a Beauty Advisor. Inactive Beauty Advisors remain subject to all the terms and conditions of the Independent Business Owner Agreement and the Policies and Procedures. (Example: If Beauty Advisor 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 generate the required PV, she will revert back to a Crush Insider in April. She must then generate 3,500 Golden Hearts Rewards in order to return to Active Beauty Advisor status).

If a Beauty Advisor becomes a Crush Insider at any time, she or he will forfeit her or his Downline and all members of the Downline will roll up to the Beauty Advisor's 's Mentor. In such a case, the Beauty Advisor will no longer be eligible for commission payout. The Company reserves the right, in its sole and absolute discretion, to terminate the account of a Beauty Advisor / Crush Insider who fail to generate any Personal Volume / Customer Rewards Points for twelve (12) calendar months.

## **8.5 Retail Sales Commissions Rates**

### **8.5.1 Origami Owl**

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 Business Owner 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 a 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% beginning the first of the following month. 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% - 40% 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.

### **8.5.2 Willing Beauty Company**

Retail Sales Commissions range from 25-30% of the suggested retail value of the product sold for Active Beauty Advisors. The rate at which a Beauty Advisor earns Retail Sales Commissions will depend on the monthly Personal Volume generated, as follows:

- Monthly Personal Volume less than 250 = earn 25% Retail Sales Commissions
- Monthly Personal Volume equal to or greater than 250 = earn 30% Retail Sales Commissions

If a Beauty Advisor is generating less than 250 PV and earning 25% 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 (30%) beginning the first of the following month. The Beauty Advisor 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.

- Crush Insiders purchases count towards their Upline Beauty Advisor's Personal Volume and Team Volume same as a customer order would. If a Crush Insider uses their Golden Hearts Rewards as a form of payment for part of their order, only the portion of the order that was paid for out of pocket (not using Golden Hearts Rewards) will generate PV and TV for the Upline
  - Example: If 50% of the order is paid with credit card, then that order will earn 50% of the Personal Volume for the Beauty Advisor Upline.

Beauty Advisors who become inactive will not receive Retail Sales Commissions. Upon becoming inactive, a Beauty Advisor will lose their Beauty Advisor status and become a Crush Insider. In order to regain Beauty Advisor Status, a Crush Insider must earn a minimum of 3,500 Golden Hearts Rewards and re-enroll.

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 to Origami Owl Designers; and on the Wednesday following the close of the Commission week to Willing Beauty Advisors. 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 Business Owners receive Commissions or Bonuses based on the actual sales of products to end consumers. When a product is returned to the Company for a refund or is repurchased by the Company, any of the following may occur at the Company's discretion: (1) the Commissions or Bonuses attributable to the returned or repurchased products will be deducted from payments due to the Independent Business Owner and her or his Upline. Independent Business Owners who received Commissions or Bonuses on the sales of the refunded products 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 Business Owner or Upline Independent Business Owners who earned Commissions or Bonuses based on the sale of the refunded amounts will see an adjustment in their Team Volume for the month in which the return was made; or (3) the Commissions or Bonuses attributable to the returned or repurchased products may be deducted from any refunds or credits to the Independent Business Owner who received the Commissions or Bonuses on the sales of the refunded products.

## **8.6.2 Commission and Bonus Payout**

The Company 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 Business Owner's weekly and monthly Commissions and Bonuses may be deposited directly into this FDIC insured account. An Independent Business Owner will receive a Company Visa debit card linked to her or his PayQuicker account upon registering for PayQuicker. The Company also offers Independent Business Owners a Commissions Manager account to manage their Commissions and Bonuses. Information about this option is located in the Back Office. Through Commissions Manager, an Independent Business Owner 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%) to be withheld from each PayQuicker disbursement. Independent Business Owners may also choose to transfer any amount from their Commissions Manager account (pertaining to Origami Owl Designers) to their PayQuicker account at any time (if this option is chosen, a transfer fee of \$5 will apply for transfers less than \$10). Funds from Commissions Manager may also be used for Company purchases, excluding Jewelry Bar orders within an Independent Business Owner's O2 business (i.e. O2 Bundle Subscription; Jewelry Bar essentials, etc.). An Independent Business Owner may also choose to receive a Company 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 Business Owner may review the FAQs regarding Commissions Manager.

## **8.6.3 Errors or Questions about Commissions or Bonus Payments**

If an Independent Business Owner has questions about or believes any errors have been made regarding Commissions, Bonuses or charges to an account, the Independent Business Owner must notify the Company in writing by email or the contact form on Company's website within thirty (30) days of the date of the claimed error or incident in question. The Company will not be responsible for any errors, omissions or problems not reported to the Company within thirty (30) days.

## **8.7 Willing Beauty Crush Club**

The Crush Club is a customer loyalty rewards club offered by Willing Beauty Company to customers. Crush Club customers are retail customers who purchase products directly from Willing Beauty Company for personal use but do not participate in the Willing Beauty Company Compensation Plan. Crush Club customers may become Beauty Advisors at any time by earning 3,500 Golden Hearts Rewards over time.

## **8.8 Reports**

All information provided by the Company 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: (1) the inherent possibility of human, digital or mechanical error; (2) the accuracy, completeness, and timeliness of orders; (3) denial of credit card payments; (3) returned products; or (5) credit card and electronic check charge-backs, the information is not guaranteed by the Company.

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, THE COMPANY AND/OR ANY OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY INDEPENDENT BUSINESS OWNER 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 THE COMPANY 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, THE COMPANY OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO AN INDEPENDENT BUSINESS OWNER 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 the Company's Back Office reporting services and an Independent Business Owner's reliance upon such information is at one's own risk. All such information is provided to Independent Business Owners "as is." If an Independent Business Owner 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 the Company's online reporting services and her or his reliance upon the information.

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

### **9.1 Product Guarantee**

#### **9.1.1 Origami Owl**

All Company products are covered by a guarantee against any manufacturer's defect. The Company strives to create jewelry and therefore guarantees product craftsmanship. As with any delicate artistic creations, care must be taken to ensure years of enjoyment. When a 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.

## **9.1.2 Willing Beauty Company**

All Company products are covered by a 100% money-back and customer satisfaction guarantee. If a customer is not completely satisfied with their purchase, the Company will honor a return at any time and generate a refund for 100% money-back. If a Beauty Advisor wishes to process a return product, they must contact the Company for a pre-paid return label. A full refund will be issued in the original form of payment when product is returned within the first 120 days of purchase. A check will be issued for returns after 120 days from the purchase date, a check will be issued. This 100% customer satisfaction guarantee applies to end user customers only, not to Beauty Advisors purchasing product for sale.

## **9.2 Retail Customer Returns**

An Independent Business Owner or customer may refer to [www.origamiowl.com/faq](http://www.origamiowl.com/faq) or [www.willingbeauty.com](http://www.willingbeauty.com) for the complete returns policy and for details on initiating a return.

## **9.3 Excessive Return Activity**

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

## **9.4 Return of Inventory by Independent Business Owners Upon Cancellation or Termination**

Upon termination of Independent Business Owner Agreement, the Company agrees to repurchase on reasonable commercial terms currently marketable inventory in the possession of the terminated Independent Business Owner and purchased by the terminated Independent Business Owner for resale prior to the date of termination of 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 Business Owner's date of purchase, and such purchase shall be made at a rate of not less than ninety percent (90%) of the Independent Business Owner'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 the Company and will include factors such as the specific condition of the product and related packaging. Requests for repurchase must be made in writing within thirty (30) days of the termination of the Agreement. Shipping & handling costs for returned items shall be borne by Independent Business Owner. Refund payments will be made within sixty (60) days of actual receipt of returned items, except during busy times, such as winter holidays, when extra time may be needed to process refund payments. Sales materials and services delivered by Internet methods are not eligible to be returned to the Company and are not subject to refund. The Company will comply with refund requirements at variance with this paragraph as specified by state or federal law. Purchases from other Independent Business Owners 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 order 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 items 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 Business Owner when purchasing or returning the items are not refundable. If an Independent Business Owner was paid a Commission or Bonus based on products 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 bundle subscriptions are not refundable except as required by applicable state law.

A Montana resident may cancel her or his Independent Business Owner Enrollment Agreement within fifteen (15) days from the date of enrollment and may return her or his Starter Kit for a full refund within such time period.

## **SECTION 10: ADVERTISING AND PROMOTING YOUR BUSINESS**

### **10.1 General**

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

- All Independent Business Owners shall safeguard and promote the reputation of the Company and its products, the marketing and promotion of the Company and the Company's opportunity.
- Independent Business Owners may not advertise the Career Plan.
- Advertising of the Company products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.
- Independent Business Owners are prohibited from purchasing "online ads," that result in direct search competition or conflict with the Company's own marketing activities that are intended to support the business activities of the entire field of Independent Business Owners. Examples of

online ad types and formats that compete with the Company 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 Company guidelines, Independent Business Owners must use the approved artwork provided by the Company. This artwork can be found in the Back Office.

- Independent Business Owners may not offer coupons, discounts or specials on any online, ecommerce, or social media site. Independent Business Owners are permitted to provide discounts on a one-on-one or private setting or message.
- The Company 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 federal and state laws. Independent Business Owners are not allowed to make reproductions or photocopies of original material.
- Independent Business Owners may repost original Company images only and must give an appropriate copyright credit when so doing, as applicable.
  - For Origami Owl businesses: © 2017 Origami Owl, LLC. All rights reserved.
  - For Willing Beauty businesses: © 2017 WBC Group, LLC. All rights reserved.
- The Company has expended great efforts in designing and developing training materials that educate and enhance the Independent Business Owner's ability to grow his or her Downline and business. Independent Business Owners may not modify any Company collateral or marketing materials of any kind, (photographs, press releases, invitations, newsletters, email blasts, etc.) at any time.
- Independent Business Owners may not issue a press release on behalf of the Company 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 the Company. Only Company press releases may be used.

## 10.2 Cross-Promotion Prohibited

An Independent Business Owner's business-related social media pages (e.g., Facebook, Twitter, Pinterest, Instagram, Snapchat) should be separate from their personal social media pages or profile. If an Independent Business Owner promotes her or his business or communicates with her or his Team on any personal social media page, such page will then be considered to be a marketing tool for the business and will be subject to these Policies and Procedures.

If an Independent Business Owner is selling for another direct sales company, she or he must keep the social media pages for the other direct sales company completely separate from the Company-branded social media pages or profile.

Promoting another direct sales business (for Independent Business Owner personally or for a family member, other household member or friend) on a social media page or profile that is part of Independent Business Owner's business or that has been used as a platform for marketing the business is considered 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 Company contacts (customers or other Independent Business Owners) 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 Business Owners 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 the Company understands that an Independent Business Owner 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 Family of Brands 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 the Origami Owl Family of Brands.

### **10.3 Independent Business Owner–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 Marketing department. The Marketing department will review the Independent Business Owner's suggestion and decide whether it is something the Company will create for use by all Independent Business Owners.

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

#### **10.4.1 Origami Owl**

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

Creation of other business supplies using the Company'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 the Company name to promote a separate business. Please contact the Marketing department for approval.

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

#### **10.4.2 Willing Beauty Company**

Beauty Advisors may not create their own customized business cards. The Company will provide business card templates to Beauty Advisors which will comply with Company brand guidelines. Beauty Advisors may order business cards from their Tool Store.

An Independent Business Owner may not create their own business supplies with their company logo, but they may send a request for business supplies that are not already provided to: [MarketingGuidelines@WillingBeauty.com](mailto:MarketingGuidelines@WillingBeauty.com)

To protect the integrity of the Company's brands, Beauty Advisors are not permitted make their own clothing or promotional items (buttons, pins, banners, etc.) with a Company logo or any of the Company's trademarks. Promotional items are available when placing an order under "Business Materials" in the Back Office. A Beauty Advisor may not create their own business supplies with their company logo, but they may send a request for business supplies that are not already provided to: [MarketingGuidelines@WillingBeauty.com](mailto:MarketingGuidelines@WillingBeauty.com).

## 10.5 Marketing Materials

Pre-approved marketing materials, including flyers and print ads, are posted in the Back Office, and include a customizable area for the Independent Business Owner'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 Business Owners 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 [www.willingbeauty.com](http://www.willingbeauty.com) as applicable) or their official Replicated Website. The ad or flyer must use only those images provided in the Back Office and the Independent Business Owner must represent herself or himself as an Independent Business Owner so there is no confusion between her or his ad and the company's official marketing materials (e.g. "Name, Independent Business Owner #\_").

## 10.6 Trademarks and Trade Names

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

The Marks identified by the Company and any other protected Marks may not be used in an Independent Business Owner's business name, URL, email addresses, tag lines or team names. The Company reserves the right, in its sole discretion, to refuse a refund to any Independent Business Owner for a purchase of business materials, including printed business materials, which violate this policy. For avoidance of doubt, please contact the Career and Guidelines Support Team if you have a question about use of any of the Marks.

A current list of the Company's marks related to each brand is available at:

**Origami Owl:** <https://www.origamiowl.com/intellectualproperty>

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

**Willing Beauty:** <http://willingbeauty.com/intellectual-property-notices>

## **10.7 Copyrights**

Independent Business Owners may not duplicate marketing, promotional or sponsoring material provided by the Company without the Company's prior written consent.

## **10.8 Independent Business Owner Logo**

If an Independent Business Owner uses a Company logo in any communication, she or he must use the Independent Business Owner version of the Company logo. Independent Business Owners are permitted to create their own team logo for internal communication to their team only. Team logos must not contain any Company trademarks and service marks.

## **10.9 Media Inquiries**

The Company's corporate office initiates all regional, national and international press opportunities on behalf of all Independent Business Owners. This includes, but is not limited to, TV, radio, newspaper, social media, gifting suites, award shows, and celebrity partnerships. Independent Business Owners must direct any questions or media opportunities of this nature to the Public Relations Department 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 or Appearances**

Independent Business Owners may not advertise or appear on television and/or radio broadcasts representing the Company. Only approved corporate representatives who are media trained will be considered for potential broadcast opportunities. Please contact the Public Relations Department 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

The Company does not permit Independent Business Owners to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an Independent Business Owner that promotes the Company, the Origami Owl Family of Brands opportunity or Company products and services must comply with the following:

- There must be a functioning return email address to the sender;
- There must be a notice in the email that advises the recipient that she or he may reply to the email via the functioning return email address, to request that future email solicitations or correspondence not be sent to her or him (a functioning “opt-out” notice);
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation;
- The use of deceptive subject lines and/or false header information is prohibited; and
- All opt-out requests, whether received by email or regular mail, must be honored, and if an Independent Business Owner receives an opt-out request from a recipient of an email, the Independent Business Owner must forward the opt-out request to the Care Team to ensure the email address is removed from any future marketing lists.

The Company may periodically send emails to customers on behalf of Independent Business Owners. By agreeing to the terms of the Independent Business Owner Agreement, the Independent Business Owner agrees that the Independent Business Owner has obtained proper permission to email any customers included in the Independent Business Owner’s contact list, that Company may send such emails on behalf of Independent Business Owner, and that the Independent Business Owner’s email address will be included in such emails as outlined above. Independent Business Owners shall honor opt-out requests generated as a result of such emails sent by the Company. Each Independent Business Owner 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 business.

## 10.12 Telemarketing

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

Therefore, Independent Business Owners must not engage in telemarketing in the operation of their businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company product or service or to recruit them for the Origami Owl Family of Brands opportunity.

“Cold calls” made to prospective customers or Independent Business Owners that promote either the Company’s products or services or the Origami Owl Family of Brands opportunity constitute telemarketing and are prohibited. However, Independent Business Owners may call prospective customers or Independent Business Owners or

guests who have attended a Jewelry Bar within an Independent Business Owner's O2 business or indicated their interest in the opportunity.

### **10.13 Telephone Directory Listings**

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

- Independent Business Owner's first and last name
- Origami Owl® Independent Business Owner or Willing Beauty™ Independent Business Owner
- Address
- Phone Number

Independent Business Owners may not place telephone or online directory display ads using the Company's name or logo. The Company's names or any variation may not be used in telephone numbers, for example: 1-800-ORI-GAMI is not to be used or reserved by an Independent Business Owner. Independent Business Owners may not answer the telephone by saying "Origami Owl" or "Willing Beauty" or in any other manner that would lead the caller to believe that she or he has reached corporate offices of the Company.

### **10.14 Giveaways, Incentives and Enticement**

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

- Personal promotions, giveaways or specials may not be advertised on any public forum.
- Independent Business Owners 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 the Company's business name may be discontinued in the Company's sole discretion.
- Independent Business Owners must adhere to the rules associated with any particular social media website or network as such rules change from time to time.
- Independent Business Owners must use the Company's pre-approved images, which can be found in the Back Office.
- Independent Business Owners 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 Business Owners 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 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 Independent Business Owner. Attempts to mislead web traffic into believing they are going to the Company's corporate sites, when in fact they land at an Independent Business Owner's Replicated Website, will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at the Company's sole discretion.

### **10.15.2 Online Classifieds**

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

### **10.15.3 eBay / Online Auctions and Online Retailers**

The Company'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 Business Owners enlist or knowingly allow a third-party to sell Company products on such websites or other online auctions.

An Independent Business Owner (whether currently active, terminated or voluntarily canceled) may not liquidate unsold products on such websites or any other online clearing house and/or online/offline auction. Any Independent Business Owner (whether currently active, terminated or voluntarily canceled) found participating in such sales may face fines imposed by the Company for such infraction, along with attorneys' fees and expenses if necessary. In addition, this conduct by an active Independent Business Owner may result in termination of her or his Independent Business Owner Agreement.

Independent Business Owners may not list or sell Company 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 Company products on any online retail store or e-commerce site. Independent Business Owners may not offer or use coupons, discounts or specials on any online, ecommerce or social media site.

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

Independent Business Owners are permitted to promote their 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 the Marketing Department prior to posting. Independent Business Owners are not permitted to sell training or other business videos related to the Company's business for profit.

## **10.16 Independent Business Owner Websites**

### **10.16.1 Personal Websites**

Independent Business Owners may create their own websites, as long as the website and its content comply with the terms of the Company's Policies and Procedures. It is the Independent Business Owner's obligation to ensure her or his online marketing activities are truthful, not deceptive and do not mislead customers or potential Independent Business Owners 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. The Company will determine in its sole discretion whether specific activities are misleading or deceptive.

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

Independent Business Owners are solely responsible and liable for their own Approved Personal Website content, messages, claims and information. Independent Business Owners must ensure accurate representation of the Company's brand, adherence to the Company's Policies and Procedures, and compliance with the DSA Code of Ethics. Approved Personal Websites must not contain disingenuous pop-up ads, promotions, malicious code or cookies. Decisions and corrective actions regarding these matters are at the Company's sole discretion.

Approved Personal Websites must exclusively promote a single brand (whether within the Origami Owl Family of Brands or with respect to third party brands). Your Approved Personal Website must contain content and information that is exclusive to one brand. You may not advertise other products or services other than the Company's product line and a single business opportunity you represent. Independent Business Owners shall not sell products from an Approved Personal Website but the Approved Personal Website may contain a link to the Independent Business Owner's replicated website where Company'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 to the approved corporate website.

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

- Your Independent Business Owner name and logo (if desired)
- Your first and last name along with your title / career rank
- A statement indicating that you are an Independent Business Owner

Although the Company's brand themes and images are desirable for consistency, anyone landing on any page of an Independent Business Owner's Approved Personal Website must clearly understand that she/he is visiting an Independent Business Owner website, and not visiting one of the Company's corporate websites.

#### **10.16.4 Gaining Profit from Approved Personal Websites**

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

#### **10.16.5 Team Websites and Blogs**

Independent Business Owners 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 the Company, these team websites must be password-protected.
- Blogs sharing sensitive and Company-specific information must be password-protected.
- Team websites and blog posts containing sensitive information specific to the Company may only be shared with members of Independent Business Owner's sales organization. If the Company is unable to access an Independent Business Owner's website, the community website and/or posts must be taken offline. This may result in suspension or possible termination of the Independent Business Owner's active status with the Company.
- Independent Business Owners may only use the Company'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 the Company'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 the Company and must be shared only with members of the Company's sales organization.

#### **10.16.6 Replicated Websites**

Independent Business Owners may choose to receive a 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 bundle pricing. Independent Business Owners 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-Company products, services or business opportunities. Specifically, an Independent Business Owner may not alter the look (placement, sizing, etc.) or functionality of the



following:

- The Independent Business Owner logo
- Independent Business Owner's name
- A corporate website redirect button
- Artwork, logos or graphics
- Original text

An Independent Business Owner may choose an Replicated Website URL (such as [www.name.OrigamiOwl.com](http://www.name.OrigamiOwl.com) or [www.name.willingbeauty.com](http://www.name.willingbeauty.com)). If, for any reason, the Company finds an Independent Business Owner's URL name, to be confusing, offensive or misleading, the Company reserves the right, at any time, to request that the Independent Business Owner change her or his Replicated Website URL address. An Independent Business Owner should choose a uniquely identifiable website name which may not:

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

## 10.17 Social Media

Independent Business Owners may use social media to share information about the Company on social media sites such as Facebook, Twitter, Pinterest, Instagram, and Snapchat. Independent Business Owners who elect to use social media must adhere to these Policies and Procedures. Independent Business Owners must not post on any of the Company'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 solicitations for business
- A sign-up form for new Independent Business Owners
- A link to drive traffic to an Independent Business Owner's Replicated Website or Facebook page
- Confidential information or Independent Business Owner exclusive information (e.g., Career Plan)
- Negative or disparaging comments

Independent Business Owners are prohibited from using any of the Company'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
  - Origami Owl: [www.thirdpartysite.com/OrigamiOwl\[yourfirstandlastname\]IndependentDesigner](http://www.thirdpartysite.com/OrigamiOwl[yourfirstandlastname]IndependentDesigner)
  - Willing Beauty: [www.thirdpartysite.com/WillingBeauty\[yourfirstandlastname\]IndependentBeautyAdvisor](http://www.thirdpartysite.com/WillingBeauty[yourfirstandlastname]IndependentBeautyAdvisor)
- Facebook Business Page and URL
  - Origami Owl: [www.facebook.com/OrigamiOwl\[yourfirstandlastname\]IndependentDesigner](http://www.facebook.com/OrigamiOwl[yourfirstandlastname]IndependentDesigner)

- Willing Beauty:  
[www.facebook.com/WillingBeauty\[yourfirstandlastname\]IndependentBeautyAdvisor](http://www.facebook.com/WillingBeauty[yourfirstandlastname]IndependentBeautyAdvisor)
- An Independent Business Owner Facebook heading or title must be displayed as:
  - Origami Owl - [yourfirstandlastname], Independent Designer
  - Willing Beauty - [yourfirstandlastname]- Independent Beauty Advisor

### 10.17.1 Social Media Outlets

When creating your social media business groups and/or pages, your username, titles, groups, and events must be in the following format:

- Twitter Handle and URL (limited to fifteen (15) characters)
  - Origami Owl
    - URL: *www.twitter.com/O2Designer12345*
    - Username: *OOID12345*
  - Willing Beauty
    - URL: *www.twitter.com/FullName12345*
    - Username: *[YourFirstAndLastName]12345*
      - No Willing Beauty trademarks may be used
      - 'Willing' may not be used alone with name
- Pinterest Username and URL (limited to fifteen (15) characters)
  - Origami Owl
    - URL: *www.pinterest.com/OODesigner12345*
    - Username: [OOID12345](#)
  - Willing Beauty
    - URL: *www.pinterest.com/FullName12345*
    - Username: *[YourFirstAndLastName]12345*
      - No Willing Beauty trademarks may be used
      - 'Willing' may not be used alone with name
- Snapchat Username (limited to fifteen (15) characters)
  - Origami Owl
    - *OODesigner12345*
    - *OOID12345*
  - Willing Beauty
    - *Full Name12345*
    - *Full Name/Beauty Advisor12345*
      - No Willing Beauty trademarks may be used
      - 'Willing' may not be used alone with name
- Instagram Username and URL (limited to thirty (30) characters)
  - Origami Owl
    - URL: [www.instagram.com/OrigamiOwl\[yourfirstandlastname\]](http://www.instagram.com/OrigamiOwl[yourfirstandlastname])
    - Username: *Origami Owl [yourfirstandlastname]*
  - Willing Beauty
    - URL: [www.instagram.com/WillingBeauty\[yourfirstandlastname\]](http://www.instagram.com/WillingBeauty[yourfirstandlastname])
    - Username: *Willing Beauty [yourfirstandlastname]*
      - 'Willing' may not be used alone with name
      - No Willing Beauty trademarks may be used
- 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.

- Willing Beauty Teams may not use protected terms within their Team Names. For a list of protected terms, please visit your Back Office.
  - Example of VIP Group Name:
    - O2 Designer 12345 VIPS or
    - Willing Beauty-[yourfirstandlastname]
- Facebook Events
  - Events can be utilized to promote a Jewelry Bar within an Independent Owner's O2 business i.e., reminders, details about event, etc.
  - All Events must be set to 'Private'
  - Independent Business Owners 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 Business Owner's business through social media platforms.

### **10.17.2 General Policies for Online Interactions**

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

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

Independent Business Owners 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 Business Owner must be useful, unique, relevant and specific to the online content.

Independent Business Owners 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 Company corporate Facebook page to a personal Facebook page.
- Tweet (via Twitter) at the corporate Twitter or retweet tweets from the corporate account.
- While Independent Business Owners 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 Company's corporate posts to their business page and add their website link into the description of that post.
- Share news about a great Jewelry Bar (within an Independent Business Owner's O2 business) 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 Company newsletters and/or other newsworthy items such as press clippings or celebrity images, provided they comply with the Company's guidelines.
- Post current promotions, incentives and other Company-created programs.
- Post or pin images created by the Company given the proper credit (however, Independent Business Owners are not permitted to alter any of these Company-provided images).

### 10.17.3 Pinterest

Pinterest is designed to help share things Independent Business Owners love and is a tool that should be used for inspiration. The Company encourages Independent Business Owners to re-pin images found on the Company's official Pinterest pages. Independent Business Owners are not permitted to alter images. Independent Business Owners are not permitted to advertise discounts, specials, sales, incentives, enticement on Pinterest.

Approved	Not Approved
Snapshots of Company products used as gift ideas	Photos from the catalog, linking to a Replicated Website
Jewelry Bar (within an Independent Business Owner's O2 business) recipe ideas	The Company's logos, linking to a Replicated Website
Wardrobe or style ideas, incorporating the Company's products	Images from catalog spreads
Artistic expressions made for personal use but not for sale	Monthly special fliers or promotions
Jewelry Bar (within an Independent Business Owner's O2 business) game ideas	Modifications to the Company's products endorsed on an Independent Business Owner's Replicated Website

### 10.17.4 Independent Business Owners Are Responsible for Postings

Independent Business Owners are personally responsible for their postings and all other online activity that relates to the Company or its products. If an Independent Business Owner posts to any such site that relates to the Company or which may be traced to the Company, the Independent Business Owner is responsible for the posting. Independent Business Owners are also responsible for postings which occur on any blog or social media site that the Independent Business Owner 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 the Company's business opportunity, the Company's products, services and/or an Independent Business Owner's biographical information and credentials. Postings that fall under this heading will immediately be removed without prior notice.

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

Independent Business Owners must ensure that their postings are truthful and accurate. This requires that the Independent Business Owner fact-check all material posted online. Independent Business Owners 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 Business Owner'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 Business Owner's Replicated Website. Likewise, Independent Business Owners shall not use any social media site, including the O2 Live App, to explain the Career Plan or any component of the Career Plan. Independent Business Owners 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 Company pages on these sites is strictly prohibited.

### **10.17.6 Respecting Privacy**

Always respect the privacy of others when posting. Independent Business Owners must not engage in gossip or advance rumors regarding any individual, the Company or competitive products or services. Independent Business Owners 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 Business Owner 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 Business Owner must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

### **10.17.8 Prohibited Online Postings**

Independent Business Owners may not make any postings, or link to any material that:

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

### **10.17.9 Responding to Negative Posts**

An Independent Business Owner must not engage with an individual who posts negatively against her or him, another Independent Business Owner or the Company. Rather, an Independent Business Owner must report negative posts to Career and Guidelines Support. Responding to such negative posts often damages the reputation and goodwill of the Company.

## **SECTION 11: CHANGES TO YOUR BUSINESS**

### **11.1 Roll-up of Independent Business Owner Organization**

#### **11.1.1 Origami Owl**

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

#### **11.1.2 Willing Beauty Company**

When a Beauty Advisor's account is canceled or becomes inactive, voluntarily or involuntarily, their Level 1 Downline will immediately roll-up to the canceling Beauty Advisor's Mentor. Roll-ups will not count as Personally Sponsored Beauty Advisors. Another Instance Beauty Advisor will receive a roll up is when a Crush Insider on their level 1 has another Crush Insider in their downline (Beauty Advisor's level2) who becomes a Beauty Advisor. The Crush Insider mentoring the Beauty Advisor will have 3 months to become a Beauty Advisor themselves before their Downline Beauty Advisor rolls up to the next Active Beauty Advisor

### **11.2 Sale of a Business**

An Independent Business Owner may not sell, give away, assign or otherwise transfer their Company 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 Family of Brands Business**

Independent Business Owners sometimes operate their businesses as husband-wife teams, and friends sometimes establish a business entity such as an LLC to operate a business together. In the event of a divorce or dissolution of a business entity, arrangements must be made to ensure 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 Career and Guidelines Support a certified copy of any legal judgment or divorce decree. In the event of dissolution of a business, the involved parties must submit a document to Career and Guidelines Support that contains the notarized signatures of both parties and specifies their agreement for future ownership of the business and how future Commission and Bonus checks should be paid.

During a divorce process or while a business entity is being dissolved, the parties must adopt one of the following methods of operation:

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

Under no circumstances will the Downline Organization of divorcing spouses or separating business partners be divided. Similarly, under no circumstances will the Company split Commission and Bonus payments between divorcing spouses or separating business partners. The Company will recognize only one Downline Organization and will issue only one Commission payment per business per Commission cycle. Commission payments shall always be issued to the same individual or entity.

If a former spouse or former business partner has completely relinquished all of her or his rights in an Origami Owl Family of Brands business pursuant to a divorce or business dissolution, 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 party shall have no rights to any Independent Business Owner 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 Business Owner.

## **11.4 Death or Incapacity**

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

When an Independent Business Owner Agreement is transferred by will or other testamentary process with the Company’s approval, the beneficiary will acquire the right to collect Commissions and Bonuses generated by the deceased Independent Business Owner’s Downline and will otherwise assume all the rights and obligations of the deceased Independent Business Owner 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 Business Owner;

- Comply with the terms and provisions of the Independent Business Owner Agreement; and
- Meet all the qualifications for the deceased Independent Business Owner's level and title.

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

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

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

Commission and Bonus payments of a business transferred will be paid in a single payment to the new Independent Business Owner. The payments will be made to the address shown on the new Independent Business Owner 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 Taxpayer Identification number for the new entity must be supplied to the Company. the Company will issue all Commission and Bonus payments and one IRS Form 1099 to the new Business Entity.

## **11.5 All Other Transfers Prohibited**

Except as expressly permitted by and with the Company's prior written approval, Independent Business Owners 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 Business Owner may result, at the Company's sole discretion, in disciplinary action: (1) violation of the Independent Business Owner Agreement (including these Policies and Procedures); (2) violation of any common law duty (including, but not limited to, any applicable duty of loyalty); (3) any illegal, fraudulent, deceptive or unethical business conduct; or (iv) any act or omission that, in the sole discretion of the Company, may damage the Company's reputation or goodwill (such damaging act or omission



need not be related to the Independent Business Owner's business). If the Company determines that disciplinary action is warranted, one or more of the following measures may be taken:

- Issuance of a written warning (the Independent Business Owner will have the opportunity to provide additional information and/or request additional coaching)
- Requiring the Independent Business Owner 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
- the Company may withhold from an Independent Business Owner all or part of the Independent Business Owner's Bonuses and Commissions during the period that the Company is investigating any conduct allegedly violating the Agreement; if an Independent Business Owner's business is canceled or terminated for disciplinary reasons, the Independent Business Owner will not be entitled to recover any Commissions withheld during the investigation period
- Suspension of an Independent Business Owner's Agreement for one or more Commission periods
- Permanent or temporary loss of, or reduction in, the current and/or lifetime Career Title of an Independent Business Owner (which may subsequently be re-earned by the Independent Business Owner)
- Transfer or removal of some or all of an Independent Business Owner's Downline Independent Business Owners from the offending Independent Business Owner's Downline Organization
- Involuntary Termination of the Independent Business Owner Agreement
- Suspension and/or Termination of the offending Independent Business Owner's Replicated Website or website access
- Any other measure expressly allowed within any provision of the Independent Business Owner Agreement or which the Company deems reasonable and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Business Owner's policy violation or contractual breach or wrongful conduct
- In situations deemed appropriate by the Company, the Company may institute legal proceedings for monetary and/or equitable relief

## **12.2 Grievances and Complaints**

When an Independent Business Owner has a grievance or complaint with another Independent Business Owner regarding any practice or conduct related to her or his respective business, the complaining Independent Business Owner 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 Company policy, it must be reported in writing to Career and Guidelines Support. The Career and Guidelines 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 Independent Business Owner, on the one hand, and the Company 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 Business Owner and the Company 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 Business Owner, on the one hand, and the Company 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 Business Owner and the Company, the Company'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 Business Owner and the Company, 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 Business Owner and the Company.

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.

#### **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.

#### **12.3.5 Class Action Waiver**

By entering into this Agreement, you understand and agree that you will waive your right to have any dispute or claim brought, heard or arbitrated as a class action, collective action or representative action (the "Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the rules of the American Arbitration Association, any claim that all or part of this Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable must be determined only by a court of competent jurisdiction and may not be determined by an arbitrator.

#### **12.3.6 Louisiana Residents**

Notwithstanding the foregoing, and the arbitration provision in this Policies and Procedures document, venue for any actions brought by or against residents of the State of Louisiana shall be determined pursuant to Louisiana law.

### **SECTION 13: PAYMENTS**

#### **13.1 Returned Checks**

All checks returned by an Independent Business Owner'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 check/incorrect direct deposit information fee will be charged to the account of the Independent Business Owner.

After receiving a returned check from a customer or an Independent Business Owner, all future orders must be paid by credit card, money order or cashier's check. Any outstanding balance owed to the Company by an Independent Business Owner for NSF checks and returned check fees will be withheld from subsequent Bonus and Commission payments.

## **13.2 Chargebacks**

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

## **13.3 Sales Taxes**

The Company is required to charge sales tax on all purchases made by Independent Business Owners and customers and remit the taxes collected to the respective jurisdictions. Accordingly, the Company will collect and remit sales taxes on behalf of Independent Business Owners based on the suggested retail price of the products according to applicable tax rates in the state, jurisdiction, province or parish to which the shipment is destined. If an Independent Business Owner has submitted and the Company 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 Business Owner. Exemption from the payment of sales tax is applicable only to orders which are shipped to a jurisdiction 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 jurisdiction. ANY SALES TAX EXEMPTION ACCEPTED BY THE COMPANY IS NOT RETROACTIVE.

The sales tax collected by the Independent Business Owner from inventory sold at but not limited to, Jewelry Bars within an Independent Business Owner's O2 business, events or person-to-person, is considered an offset to the initial sales tax paid by the Independent Business Owner to the Company upon original purchase.

The Company has entered into an agreement with all states and local jurisdictions to administer sales taxes on behalf of its Independent Business Owners. The terms of these agreements require the Company 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 Business Owners who do not collect the identical sales tax pre-collected by the Company 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.

**New Mexico Residents:** Residents of the State of New Mexico are required to report the gross receipts tax on Commission payments received from the Company.

## **SECTION 14: INDEPENDENT BUSINESS OWNER RESCISSION AND TERMINATION PERIOD**

### **14.1 Rescission Period**

An Independent Business Owner may cancel her or his Independent Business Owner Agreement, without penalty or obligation, within three (3) business days (five (5) days for Alaska residents), from her or his enrollment date. If an Independent Business Owner cancels, any payments made by her or him under the Independent Business Owner Agreement will be returned within ten (10) business days following receipt by the Company of the Independent Business Owner's cancellation notice. If an Independent Business Owner cancels, she or he must make available to the Company, in substantially as good condition as when received, any goods delivered to the Independent Business Owner under the Independent Business Owner Agreement. To cancel the transaction, the Independent Business Owner must email the Career and Guidelines Support team and request a Notice of Cancellation form. The Independent Business Owner must then return the Notice of Cancellation form to Career and Guidelines Support no later than 11:59 pm Central Time of the third (3rd) business day (five (5) days for Alaska residents) after the submission date.

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

As long as an Independent Business Owner remains active and complies with the terms of the Independent Business Owner Agreement including these Policies and Procedures, the Company shall pay Commissions and Bonuses to such Independent Business Owner in accordance with the Career Plan. Following an Independent Business Owner's 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 Business Owner shall have no right, title, claim or interest to the team and Downline which she or he operated, or any Commission or Bonus from the sales generated by the Team. An Independent Business Owner whose business is canceled will lose all rights as an Independent Business Owner. This includes the right to sell Company products and the right to receive future Commissions, Bonuses or other income resulting from the sales and other activities of the Independent Business Owner's former Team. In the event of Termination, Independent Business Owners agree to waive all rights they may have, including, but not limited to, property rights to their former Team 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 Designer may be re-assigned at the Company's sole discretion if there is no Mentor for the Downline to roll up to.

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

The Company has the right to offset any amounts owed by an Independent Business Owner to the Company from Commissions or other compensation due to the Independent Business Owner. The Company will honor statutory buyback requirements of every jurisdiction as they may change from time to time. An Independent Business Owner whose business is terminated shall receive Commissions and Bonuses only for the last full Commission period she or he was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary Termination).

Upon Termination, the Independent Business Owner:

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

### **14.2.1 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.

If the Company approves the Independent Business Owner's request for exemption due to military service, 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 return from leave, she or he will be returned to active status if she or he submits an order of at least seventy-five (75) in Personal Volume. When she or he regains active status, the previous Downline will be transferred back to its previous place. To request a military leave, an Independent Business Owner should contact Career and Guidelines Support so that the Company can put the account on a temporary hold status.

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

Independent Business Owners 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 the Company approves the medical leave request, and the leave extends beyond three (3) calendar months, her or his Downline, may, in the sole and absolute discretion of the Company, 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 seventy-five (75) 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 Business Owner

should contact Career and Guidelines Support so that the Company can put the account on a temporary hold status.

### **14.2.3 Voluntary Cancellation**

An Independent Business Owner has a right to cancel her or his Independent Business Owner Agreement at any time, regardless of reason. Independent Business Owners must contact the Care Team or Career and Guidelines Support Team to receive the Cancellation form. Termination requests must be submitted via email to Career and Guidelines Support or in writing to the Company at its principal business address. The email or written notice must include the Independent Business Owner's name, address and Independent Business Owner ID Number.

### **14.2.4 Involuntary Termination**

Involuntary termination (cancellation) shall be effective on the date on which written notice is mailed, emailed, faxed or delivered by an express courier, to the Independent Business Owner's last known email address, fax number or mailing address on file with the Company, or when the Independent Business Owner receives actual notice of termination, whichever occurs first. An Independent Business Owner who is involuntarily terminated is not eligible to later reapply to become an Independent Business Owner.

### **14.2.5 Miscellaneous Cancellation or Termination Provisions**

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

The Company 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**

the Company 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 the Company to exercise any right or power under the Independent Business Owner Agreement or to insist upon strict compliance by an Independent



Business Owner with any obligation or provision of the Independent Business Owner Agreement shall constitute a waiver of the Company's right to demand exact compliance with the Independent Business Owner Agreement.

The existence of any claim or cause of action of an Independent Business Owner against the Company shall not constitute a defense to the Company'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 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 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 Business Owner shall be sent to the address submitted on the Independent Business Owner Agreement or updated Independent Business Owner profile. Notices to the Company shall be sent to the Origami Owl Family of Brands, Origami Owl, LLC, 450 North 54<sup>th</sup> Street, Chandler, Arizona 85226.

## APPENDIX A: DEFINITIONS

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

**Active Independent Business Owner** – An Independent Business Owner who satisfies 75 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 Appendixes C and D below.

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

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

**Approved Personal Website** - An Independent Business Owner’s approved personal website that is hosted on non–Company servers and has no official direct affiliation with the Company.

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

**Bonus** – Independent Business Owners 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 Guidelines Support Team** – The Career and Guidelines Support Team is located at the Company’s corporate office. They may be reached via email directly at [cgsupport@origamiowl.com](mailto:cgsupport@origamiowl.com) or [cgsupport@willingbeauty.com](mailto:cgsupport@willingbeauty.com) are responsible for providing guidance and support to all Independent Business Owners 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 Business Owners earn money through personally selling products and as a result of sales made by those on their Team of other Independent Business Owners.

**Care Team** – The Care Team is located at the Company’s corporate office. They may be reached through the contact form on the Company’s website and are responsible for assisting with all Independent Business Owners’ business needs. Phone Numbers: 888-491-0331 (Origami Owl); 866-600-7525 (Willing Beauty Company).

**Crush Insider** – A Crush Insider is a member of The Crush Club, an optional customer rewards program. An Independent Business Owner involved with Willing Beauty Company may be downgraded to a Crush Insider if they fail to achieve 75 Personal Volume.

**Customer** – An individual who purchases Company products from an Independent Business Owner but who is not a participant in the Career Plan as an Independent Business Owner.

**Direct Independent Business Owner** – Any Independent Business Owner who is in Level 1 on the Team of another Independent Business Owner, including any Independent Business Owner 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, Senior Directors and Executive Directors on volume produced by Directors 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 Business Owners under an Independent Business Owner's genealogy.

**Downline Genealogy** – the Company's overall organizational structure that indicates where Independent Business Owners are assigned to be mentored.

**Generation** – When an Independent Business Owner in the Downline of another Independent Business Owner 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 Business Owners.

**Golden Hearts Rewards** - Points that a Crush Insider may earn through the Crush Club.

**Hostess/Host** - A person who agrees to host a Jewelry Bar for an Independent Business Owner within their O2 business.

**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 Business Owner by the Company for all Company identification purposes.

**Inactive Independent Business Owner** – Any Independent Business Owner 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, as well as all Willing Beauty Advisors 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 Business Owner. The term identifies an Independent Business Owner as an independent businessperson working with, not an employee of, the Company.

**Indirect Independent Business Owner** – This term refers to those Independent Business Owners who are below Level 1 in the Downline of another Independent Business Owner.

**Indirect Team Leader** - Any Independent Business Owner who has achieved the rank of Team Leader or higher prior to being assigned to the Level 1 Team of another Independent Business Owner, 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 Business Owners in a particular Independent Business Owner's Team. This term refers to the relationship of an Independent Business Owner relative to a particular Upline Independent Business Owner. The Level is determined by the number of Independent Business Owners 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 Business Owner who is directly above another Independent Business Owner on a Team.

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

**No Brainer Replenishment Program** - An auto ship program for Beauty Advisors who agree to purchase a specified regiment of products each calendar month, every four (4) weeks, (6) weeks, or every eight (8) weeks.

**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 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 Business Owner is qualified to earn Bonuses during the current pay period.

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

**Personally Sponsored Designer / Beauty Advisor** – This term refers to any Independent Business Owner who has been personally sponsored into the Origami Owl family of brands by another Independent Business Owner. This term does not include Independent Business Owners who are inherited through a roll-up but does include Annies assigned to a Mentor.

**Personally Sponsored Qualified Designer / Beauty Advisor** – A Personally Sponsored Designer / Beauty Advisor 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.

**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 Career Plan, an Independent Business Owner 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 / Beauty Advisor**– An Independent Business Owner who achieves all requirements for a specific promotional offer or incentive promoted by the Company.

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

**Re-Enrollment** – When an Independent Business Owner'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 Business Owner as long as at least six (6) full calendar months have passed since the deactivation or inactivity date. Independent Business Owners who re-enroll after six (6) full calendar months

are considered new Designers and must purchase a Starter Kit. The Independent Business Owner'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 Business Owner's account has been voluntarily cancelled or deactivated, she or he may request Reinstatement as an Independent Business Owner within six (6) full calendar months of the deactivation date. An Independent Business Owner 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 Business Owner who has been reinstated will not be eligible to participate in new Designer incentives. A Reinstatement fee may be charged in the Company's sole and absolute discretion.

**Replicated Website** – A website provided by the Company to Independent Business Owners that utilizes website templates developed by the Company (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 Business Owner 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 Business Owner.

**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 Business Owners who wish to return an item for either a refund or replacement must request a RMA label from the Company'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, LinkedIn, Pinterest, Instagram and YouTube.

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

**Team** – An Independent Business Owner and her or his Downline Independent Business Owners on Levels 1-4.

**Team Volume** - The cumulative Personal Volume for an Independent Business Owner 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 Business Owner's nonrenewal of her or his Designer Agreement, termination due to inactivity, or voluntary or involuntary termination of a Designer Agreement.

**Team Leader Mentor Bonus** – An Origami Owl Independent Business Owner 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 Business Owner's Team as well as any others with a Paid-As Title of Team Leader or above in Levels 1-4 of that Independent Business Owner's Team.

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

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

**Willing Beauty Central** - The Willing Beauty Central is a web portal that contains online business tools and information pertinent to Willing Beauty Company Beauty Advisors.

**Willing Beauty Company or WBC Group, LLC** – WBC Group, LLC or Willing Beauty Company may be used interchangeably. Willing Beauty Company is a part of the Origami Owl Family of Brands.

**Willing Beauty Company Enrollment Set** – A selection of Willing Beauty Company products, training materials and business support literature that each new Willing Beauty Company Beauty Advisor may earn by accumulating 3,500 Golden Hearts Rewards and accepting an invitation to become a Beauty Advisor.

## APPENDIX B: IMPORTANT CONTACTS

For Origami Owl Independent Business Owners

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>	

For Willing Beauty Company Independent Business Owners

Contact	Email or Website Link	Phone
Career & Guidelines Support	<a href="mailto:CGSupport@WillingBeauty.com">CGSupport@WillingBeauty.com</a>	
Marketing Approvals Request	<a href="mailto:MarketingGuidelines@WillingBeauty.com">MarketingGuidelines@WillingBeauty.com</a>	
Care Team	<a href="mailto:Support@WillingBeauty.com">Support@WillingBeauty.com</a>	866.600.7525
Public Relations	<a href="mailto:PR@WillingBeauty.com">PR@WillingBeauty.com</a>	



## **APPENDIX C: CAREER PLAN OVERVIEW – ORIGAMI OWL**

# Origami Owl® CAREER PLAN

ACTIVITY	TITLE	REQUIREMENTS					SALES REWARDS					ADVANCEMENT BONUS***	GENERATION BONUS		
		PERSONAL SALES	TEAM (PERSONALLY SPONSORED QUALIFIED)	DIRECT TEAM LEADERS	TOTAL TEAM LEADERS	TEAM VOLUME (TV)	COMMISSION RANGE*	SPONSOR BONUS**	L1 MENTOR BONUS	L2 MENTOR BONUS	L3 MENTOR BONUS		L4 MENTOR BONUS	PERSONAL BONUS	1ST GEN DIRECTORS
LEAD A TEAM	<b>FIELD VICE PRESIDENTS</b>														
	EXECUTIVE FIELD VICE PRESIDENT	500 PV	10	10	100	500,000 TV	30-50%	10% 7%	7%	6%	6%	\$10,000 Cash Bonus	1%	1%	
	SENIOR FIELD VICE PRESIDENT		10	10	75	350,000 TV	30-50%	10% 7%	6%	6%	6%	\$5,000 Cash Bonus	0.75%	1%	
	FIELD VICE PRESIDENT		10	10	45	200,000 TV	30-50%	10% 6%	6%	6%	6%	\$2,500 Cash Bonus	0.5%	1%	
	<b>DIRECTORS</b>														
	EXECUTIVE DIRECTOR		9	9	30	100,000 TV	30-50%	9% 6%	6%	5%	5%	\$1,000 Cash Bonus	0.5%	0.75%	
	SENIOR DIRECTOR	500 PV	8	7	15	50,000 TV	30-50%	9%	6%	5%	5%	4%	\$750 Cash Bonus	0.5%	0.5%
	DIRECTOR		7	5	8	25,000 TV	30-50%	9%	5%	5%	5%	3%	\$500 Cash Bonus	0.5%	
	<b>TEAM MANAGERS</b>														
	EXECUTIVE TEAM MANAGER		5	4	6	15,000 TV	30-50%	8% 5%	5%	5%		\$300 Cash Bonus			
SENIOR TEAM MANAGER	500 PV	5	3	4	8,000 TV	30-50%	8%	5%	5%	4%	\$200 Cash Bonus				
TEAM MANAGER		5	2	3	5,000 TV	30-50%	8%	5%	5%	3%	\$150 Cash Bonus				
BUILD A TEAM	<b>TEAM LEADERS</b>														
	EXECUTIVE TEAM LEADER		D									300 TV			
	SENIOR TEAM LEADER		E	250 PV	4	4	75 PV	1		1	2,000 TV	30-50%	7%		
	TEAM LEADER		S			3				1,000 TV		30-50%	7%		
			I							750 TV					
SHARE	<b>DESIGNERS</b>														
	EXECUTIVE DESIGNER		N	250 PV	2							30-50%	6%		
	SENIOR DESIGNER		R	100 PV	1				500 TV			20-50%	6%		

20-50%

5% 4% 3%

5% 4%

4% 4%

4%

Rolling Tote  
\$75 Cash Bonus  
\$50 Cash Bonus

EARN \$500 SPIN BEL LABUCKS WHEN A DESIGNER IN YOUR FIRST

LEVEL PROMOTE STOTEAM LEADER...

\* Retail sales commission is based on PV only - it is not dependent on sponsoring. Less than 250PV = 20-40%. More than 250PV = 30-50%.

\*\* Sponsor Bonus is paid on PV generated by anyone you sponsor or refer to any Origami Owl Family of Brands company.

\*\*\* Advancement Bonuses are one-time payment and are paid after qualifying one month at the new Career Title.

\*\*\*\* Independent Business Owners have an opportunity of earning \$50<sub>USD</sub>/\$65<sub>CAD</sub> in Bella Bucks when they newly promote an Independent Designer in their first level to a Paid-As rank of Team Leader and above for the first time (with the exception of IDs who roll-up and are re-promoted under a new Mentor).

Please refer to Income Disclosure Statement for additional details about earning potential. Dollar amounts are listed in U.S. currency unless otherwise noted. Effective date of March 1, 2018

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## **APPENDIX D: CAREER PLAN OVERVIEW – WILLING BEAUTY**



# WILLING BEAUTY CAREER PLAN

ACTIVITY	TITLE	REQUIREMENTS					SALES REWARDS						ADVANCEMENT BONUS***		GENERATION BONUS		ESTIMATES†	
		PERSONAL SALES	TEAM (PERSONALLY SPONSORED QUALIFIED)	DIRECT TEAM LEADERS	TOTAL TEAM LEADERS	TEAM VOLUME (TV)	SALES COMMISSIONS*	SPONSOR BONUS**	L1 MENTOR BONUS	L2 MENTOR BONUS	L3 MENTOR BONUS	L4 MENTOR BONUS	PERSONAL BONUS	MENTOR BONUS	1ST GEN DIRECTORS	2ND GEN DIRECTORS	MINIMUM MONTHLY COMMISSIONS & SAVINGS @ BASE REQUIREMENTS	
LEAD A TEAM	<b>FIELD VICE PRESIDENTS</b>																	
	EXECUTIVE FIELD VICE PRESIDENT		10	10	100	1,000,000 TV	30%	10%	7%	7%	6%	6%	\$25,000	\$50 TL / \$500 Director Bonus	1%	1%	\$60,630 min	
	SENIOR FIELD VICE PRESIDENT	500 PV	10	10	75	750,000 TV	30%	10%	7%	6%	6%	6%	\$10,000	\$50 TL / \$500 Director Bonus	0.75%	1%	\$45,230 min	
	FIELD VICE PRESIDENT		10	10	45	450,000 TV	30%	10%	6%	6%	6%	6%	\$5,000	\$50 TL / \$500 Director Bonus	0.5%	1%	\$27,220 min	
	<b>DIRECTORS</b>																	
	EXECUTIVE DIRECTOR		9	9	30	250,000 TV	30%	9%	6%	6%	5%	5%	\$2,500	\$50 TL / \$500 Director Bonus	0.5%	0.75%	\$13,125 min	
	SENIOR DIRECTOR	500 PV	8	7	15	100,000 TV	30%	9%	6%	5%	5%	4%	\$1,000	\$50 TL / \$500 Director Bonus	0.5%	0.5%	\$5,090 min	
DIRECTOR		7	5	8	50,000 TV	30%	9%	5%	5%	5%	3%	Director's Pack/ Director's Academy	\$50 TL / \$500 Director Bonus	0.5%		\$2,565 min		
BUILD A TEAM	<b>TEAM MANAGERS</b>																	
	EXECUTIVE TEAM MANAGER		5	4	6	30,000 TV	30%	8%	5%	5%	5%	\$500	\$50 New Team Leader Bonus			\$1,705 min		
	SENIOR TEAM MANAGER	500 PV	5	3	4	15,000 TV	30%	8%	5%	5%	4%	LEAD Registration	\$50 New Team Leader Bonus			\$845 min		
	TEAM MANAGER		5	2	3	10,000 TV	30%	8%	5%	5%	3%	\$250	\$50 New Team Leader Bonus			\$565 min		
	<b>TEAM LEADERS</b>																	
	EXECUTIVE TEAM LEADER		4	1	1	5,000 TV	30%	7%	5%	4%	3%	Convention Registration	\$50 New Team Leader Bonus			\$320 min		
	SENIOR TEAM LEADER	250 PV	4			2,500 TV	30%	7%	5%	4%		Gift TBD	\$50 New Team Leader Bonus			\$245 min		
TEAM LEADER		3			1,500 TV	30%	7%	4%	4%		\$50	\$50 New Team Leader Bonus			\$195 min			
SHARE	<b>BEAUTY ADVISORS</b>																	
	EXECUTIVE BEAUTY ADVISOR	250 PV	2			1,000 TV	30%	6%	4%								\$150 min	
	SENIOR BEAUTY ADVISOR	100 PV	1			500 TV	25%	6%									\$49 min	
	BEAUTY ADVISOR	75 PV					25%										\$19 min	

\* Retail sales commissions is based on PV only - it is not dependent on sponsoring. Less than 250PV = 25%. More than 250PV = 30%.

\*\* Sponsor Bonus is paid on PV generated by anyone you sponsor or refer to any Origami Owl Family of Brands company.

\*\*\* Advancement Bonuses are paid after qualifying two consecutive months at the new Career Title (if accomplished within 12 months of earning the new title for the first time). This qualifier does not apply to Team Leader Advancement Bonus of \$50.