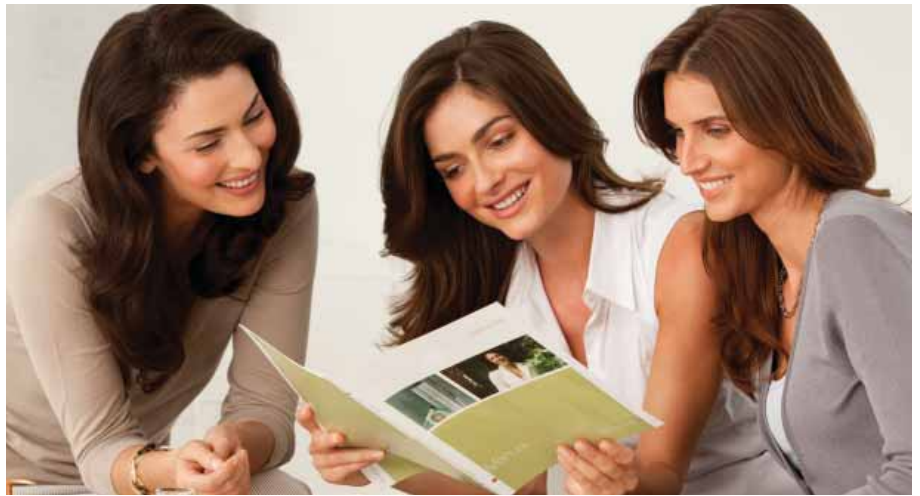


ARBONNE®



# SuccessPlan Policies & Procedures | U.S.

as of January 2010

pure, safe, beneficial. 



# Contents

<b>The Arbonne SuccessPlan</b>	4–10
Benefits	5
Qualification Programs	6
Maintenance Requirements	8
Summary	9
Definitions	10
<b>Policies &amp; Procedures</b>	12–34
Section 1 Introduction	12
Section 2 Enrollment, Business Structures and Transfers	14
Section 3 Operating Your Arbonne Business	16
Section 4 Internet Policies	22
Section 5 Orders and Shipping	26
Section 6 Sales	28
Section 7 Bonuses and Commissions	28
Section 8 Product Guarantees, Returns and Inventory Re-purchase	29
Section 9 Dispute Resolution and Disciplinary Proceedings	30
Section 10 Inactivity and Cancellation	32
Section 11 Definitions	33
<b>Amendments to Policies &amp; Procedures</b>	34
<b>Code of Ethics</b>	35

# Arbonne SuccessPlan | U.S.



## **A harmonious balance of effort and reward**

The Arbonne SuccessPlan is one of the most dynamic and generous compensation plans in the network marketing industry. From your first great day with an independent Arbonne business, you can begin to earn money. Whether your goal is to use and share the product, develop a retail Client base, build and train an extensive network organization, or a combination of all, the Arbonne SuccessPlan offers you lucrative rewards. The rewards include: Retail markup potential, cash bonuses, sales overrides, generation overrides, Mercedes-Benz Cash Bonus Program, travel and life insurance benefits.

## **Use the SuccessPlan to plan your success**

Not only does Arbonne's compensation plan pay you for your success, its very structure helps you plan for your success, hence the name SuccessPlan. The SuccessPlan is designed to provide you with visible, manageable targets of achievement at each step of your Arbonne journey.

## **Take control of your future**

In the corporate world, your pay raises and bonuses are determined by someone else. The Arbonne SuccessPlan is there to pay you for your business-building and product-retailing efforts. Let Arbonne help you get all the raises and bonuses you deserve!

Capitalized terms used throughout the SuccessPlan are defined on Page 10.

THESE POLICIES CONTAIN STATEMENTS REGARDING THE ARBONNE COMPENSATION PLAN. THERE ARE NO GUARANTEES REGARDING INCOME, AND THE SUCCESS OR FAILURE OF EACH ARBONNE INDEPENDENT CONSULTANT, LIKE ANY OTHER INDEPENDENT BUSINESS, DEPENDS UPON EACH ARBONNE INDEPENDENT CONSULTANT'S OWN SKILLS AND PERSONAL EFFORT. ARBONNE IS A PRODUCT-DRIVEN COMPANY THAT STRONGLY ENCOURAGES THE USE OF ITS PRODUCTS BEFORE BECOMING AN ARBONNE INDEPENDENT CONSULTANT.

# SuccessPlan Benefits

## Preferred Client

- 20% discount from the Suggested Retail Price (SRP) on all Arbonne products.
- 4% override on the Override Volume (OV) of all personally sponsored Preferred Clients and Consultants.
- Access to ongoing product specials and other monthly promotions.

## Consultant

- 35% discount from the SRP on all Arbonne products.
- 15% Preferred Client Commission on Retail Volume (RV) orders, excluding RV on product promotions, placed by personally sponsored Preferred Clients. Potential for additional Preferred Client Commissions on qualifying RV of Preferred Clients who are not serviced by another Consultant.
- 4% override on the OV of all personally sponsored Preferred Clients and Consultants.
- Access to ongoing Product Specials, Arbonne Select Awards Program (ASAP) and other monthly promotions and participation in the Arbonne Awards program.

## District Manager

*Same benefits as a Consultant, except 4% override, plus:*

- 8% override on Central District OV.
- \$200 District Manager Cash Bonus with Central District sales of \$5,000 RV and minimum five new Arbonne Independent Consultants with at least \$150 Personal Retail Volume (PRV) each in their Start Month.
- Direct deposit service for override and bonus checks.

## Executive District Manager

*Same benefits as a District Manager, plus:*

- 8% override on 1<sup>st</sup> Generation District Managers' OV.
- 2% override on 2<sup>nd</sup> Generation District Managers' OV with two 1<sup>st</sup> Generation Districts.
- 1% override on 3<sup>rd</sup> Generation District Managers' OV with three 1<sup>st</sup> Generation Districts.

## Area Manager

*Same benefits as an Executive District Manager, plus:*

- 6% override on Central Area OV.
- \$400 Area Manager Cash Bonus with Central Area sales of \$20,000 RV and minimum 10 new Arbonne Independent Consultants with at least \$150 PRV each in their Start Month; receive the greater of the District or Area Cash Bonus.

## Executive Area Manager

*Same benefits as an Area Manager, plus:*

- 6% override on 1<sup>st</sup> Generation Area Managers' OV.
- 1% override on 2<sup>nd</sup> Generation Area Managers' OV with two 1<sup>st</sup> Generation Areas.
- 1% override on 3<sup>rd</sup> Generation Area Managers' OV with three 1<sup>st</sup> Generation Areas.

## Regional Vice President

*Same benefits as an Executive Area Manager, plus:*

- 3% override on Central Region OV.
- \$600 Vice President Cash Bonus with Central Region sales of \$60,000 RV and minimum 30 new Arbonne Independent Consultants with at least \$150 PRV in their Start Month; receive the greater of the Region, Area or District Cash Bonus.
- \$800 Mercedes-Benz Cash Bonus with Central Region sales of \$40,000 RV, a \$600 bonus with \$35,000 RV, a bonus of \$400 with \$30,000 RV and a bonus of \$200 with \$25,000 RV, including Promotion Credits. For every month paid-as an RVP or as an RVP in Title Maintenance, an RVP is eligible for the Mercedes-Benz Cash Bonus Program when the RVP provides documentation that he or she has purchased or leased a white Mercedes-Benz automobile and for so long as the RVP continues to own or lease a white Mercedes-Benz automobile. If an RVP is reassigned to Consultant rank under Section 3.8 of the Policies & Procedures, the RVP will no longer be eligible for the Mercedes-Benz Cash Bonus.

## Executive Regional Vice President

*Same benefits as a Regional Vice President, plus:*

- 3% override on 1<sup>st</sup> Generation Regional Vice Presidents' OV.
- 2% override on 2<sup>nd</sup> Generation Regional Vice Presidents' OV with two 1<sup>st</sup> Generation Regions.
- 2% override on 3<sup>rd</sup> Generation Regional Vice Presidents' OV with three 1<sup>st</sup> Generation Regions.
- Arbonne Independent Consultant life insurance plan.

### QUALIFIED STATUS

IN ORDER TO PARTICIPATE IN MANAGEMENT QUALIFICATION PROGRAMS AND IN THE VARIOUS BONUS AND OVERRIDE PROGRAMS, ARBONNE INDEPENDENT CONSULTANTS MUST ACCUMULATE A MINIMUM OF \$100 IN PERSONAL RETAIL VOLUME (PRV) EACH MONTH AND BE IN COMPLIANCE WITH THE AGREEMENT (AS DEFINED ON PAGE 10).

# SuccessPlan Benefits cont'd

## National Vice President

Same benefits as an Executive Regional Vice President, plus:

- 1% override on Central Nation OV.
- \$1,000 Mercedes-Benz Cash Bonus with Central Nation sales of \$160,000 RV, an \$800 bonus with \$140,000 RV, a bonus of \$600 with \$120,000 RV and a bonus of \$400 with \$100,000 RV, including Promotion Credits. For every month paid-as an NVP or as an NVP in Title Maintenance, the NVP will be eligible for the Mercedes-Benz Cash Bonus Program when the NVP provides documentation that he or she has purchased or leased a white Mercedes-Benz automobile and for so long as the NVP continues to own or lease a white Mercedes-Benz automobile. If an NVP is reassigned to Consultant rank under Section 3.8 of the Policies & Procedures, the NVP will no longer be eligible for the Mercedes-Benz Cash Bonus.

## Executive National Vice President

Same benefits as a National Vice President, plus:

- 1% override on 1<sup>st</sup> Generation National Vice Presidents' OV.
- 1% override on 2<sup>nd</sup> Generation National Vice Presidents' OV with two 1<sup>st</sup> Generation Nations.
- 1% override on 3<sup>rd</sup> Generation National Vice Presidents' OV with three 1<sup>st</sup> Generation Nations.
- 1% override on 4<sup>th</sup> Generation National Vice Presidents' OV with four 1<sup>st</sup> Generation Nations.
- 1% override on 5<sup>th</sup> Generation National Vice Presidents' OV with five 1<sup>st</sup> Generation Nations.
- 1% override on 6<sup>th</sup> Generation National Vice Presidents' OV with six 1<sup>st</sup> Generation Nations.

YOUR SUCCESSLINE =

ALL ARBONNE INDEPENDENT CONSULTANTS WHO HAVE BEEN SPONSORED BELOW YOU, NO MATTER HOW DEEP, REGARDLESS OF WHETHER THEY WERE PERSONALLY SPONSORED BY YOU OR SPONSORED BY ARBONNE INDEPENDENT CONSULTANTS BELOW OTHER ARBONNE INDEPENDENT CONSULTANTS.

# SuccessPlan Qualification Programs

## Qualified Status

In order to participate in management qualification programs and to receive overrides, bonuses and other incentives, Arbonne Independent Consultants must accumulate a minimum of \$100 PRV each month and be in compliance with the Agreement. If a Preferred Client meets the qualification requirements to advance to Consultant rank, the process of reassignment to Consultant rank will occur at the time of achievement. If an Arbonne Independent Consultant with the rank of Consultant or above meets the qualification requirements to advance to the next rank, the process of reassignment takes place automatically at the end of the month of achievement and is effective on the first day of the following month. Levels of achievement are determined solely by the activity of each Arbonne Independent Consultant and their group activity.

## Preferred Client

- Register for \$29, complete the Independent Consultant Application & Agreement form and receive the Arbonne Preferred Client Starter Kit. Individuals who initially register as a Preferred Client and later earn Consultant rank by meeting the business building activity requirements below do not receive the Arbonne Independent Consultant Starter Kit upon reassignment.

## Consultant\*

There are three separate ways to qualify for Consultant rank: (1) register for it at the time of initial sign-up, (2) earn it through business building activity, or (3) upgrade to it (one-time limit), each as described further below.

### Register

- For \$109, complete the Independent Consultant Application & Agreement form and receive the Arbonne Independent Consultant Starter Kit.

### Earn

- Demonstrate BOTH of the following business building behaviors in two of three consecutive months:
  1. Accumulate at least \$150 PRV.
  2. Sponsor two or more new Preferred Clients or Consultants who also accumulate \$150 PRV each in their Start Month.

### Upgrade

- Purchase the Arbonne Independent Consultant Starter Kit for \$80 and receive a status upgrade. This will result in a change in the individual's rank from Preferred Client to Consultant as of the date of payment.
- Preferred Clients may only purchase a Consultant upgrade once under their Arbonne ID.
- Individuals who initially register as a Consultant have automatically used this one-time upgrade. If they do not meet Consultant status maintenance requirements and are reassigned to Preferred Client status, they are not eligible to purchase the Consultant Starter Kit again to receive another upgrade to Consultant rank.

*\*In order to maintain the Consultant rank and receive related Consultant benefits, Consultants must meet ongoing activity requirements described further on page 8. Consultants who do not meet these maintenance requirements will be reassigned to Preferred Client rank. Consultants sponsored on or before January 31, 2009 qualify for and will maintain Consultant rank, provided they renew their Agreement by paying the renewal fee.*

# SuccessPlan Qualification Programs cont'd

## District Manager

*One-, two- or three-month qualification options*

- When you accumulate \$1,000 PRV—your personal sales—or \$2,500 RV in a month, you will automatically enter into qualification for District Manager.

*and to complete qualification:*

- \$6,000 RV in one month, \$6,000 RV over two consecutive months, or \$7,500 RV over three consecutive months.
- RV will be accumulated over the entire qualification period.
- Minimum \$2,500 RV in the last month of the qualification period.
- Minimum \$1,000 PRV accumulated in the qualification period.
- If applicable, Pick-up Credit of \$650 RV for one or more personally sponsored, promoted, paid-as District Manager or above, 1<sup>st</sup> Generation, each month.

## Executive District Manager

A District Manager who promotes a new District from Central District.

## Area Manager

*Two- or three-month qualification options*

- \$24,000 RV over two months or \$30,000 RV over three months.
- Minimum \$10,000 RV in the first and the last month of the qualification period, and
- Minimum \$2,500 RV in Central District each month of the qualification period.
- RV will be accumulated over the entire qualification period.
- If applicable, Pick-up Credit of \$2,500 RV for one or more promoted, paid-as Area Manager or above, 1<sup>st</sup> Generation District, each month.
- Maximum \$10,000 RV from each 1<sup>st</sup> Generation paid-as District Manager's entire SuccessLine, excluding volume from 1<sup>st</sup> Generation Districts' promoted-out Area Managers, during the qualification period. If your 1<sup>st</sup> Generation District Manager promotes to Area Manager during your qualification period, the \$2,500 RV Pick-up Credit is included in the maximum \$10,000 RV that may be counted over the qualification period.

## Executive Area Manager

An Area Manager who promotes an Area from Central Area.

## Regional Vice President

*Two- or three-month qualification options*

- \$96,000 RV over two months or \$120,000 RV over three months.
- Minimum \$40,000 RV in the first and the last month of the qualification period.
- RV will be accumulated over the entire qualification period.
- If applicable, Pick-up Credit of \$10,000 RV for one or more promoted, paid-as Regional Vice President or above, 1<sup>st</sup> Generation Area, each month.
- Maximum \$40,000 RV from each 1<sup>st</sup> Generation, paid-as Area Manager's SuccessLine, excluding volume from 1<sup>st</sup> Generation Areas' promoted-out Regional Vice Presidents, during the qualification period. If your 1<sup>st</sup> Generation Area Manager promotes to Regional Vice President during your qualification period, the \$10,000 RV Pick-up Credit is included in the maximum \$40,000 RV that may be counted over the qualification period.

## Executive Regional Vice President

A Regional Vice President will qualify for Executive Regional Vice President when he or she promotes a Region from his or her Central Region.

## National Vice President

*Two- or three-month qualification options*

- \$384,000 RV over two months or \$480,000 RV over three months.
- Minimum \$160,000 RV in the first and the last month of the qualification period.
- RV will be accumulated over the entire qualification period.
- If applicable, Pick-up Credit of \$40,000 RV for one or more promoted, paid-as National Vice President, 1<sup>st</sup> Generation Region, each month.
- Maximum \$160,000 RV from each 1<sup>st</sup> Generation, paid-as Regional Vice President's SuccessLine, excluding volume from 1<sup>st</sup> Generation Regions' promoted-out National Vice Presidents, during the qualification period. If your 1<sup>st</sup> Generation Regional Vice President promotes to National Vice President during your qualification period, the \$40,000 RV Pick-up Credit is included in the maximum \$160,000 RV that may be counted over the qualification period.

## Executive National Vice President

A National Vice President who promotes a Nation from his or her Central Nation.

# SuccessPlan Maintenance Requirements

## Consultant

A Consultant will be considered active and maintain his or her consultant rank by accumulating at least \$150 PRV in two of the prior three calendar months.

Maintenance requirements for the Consultant rank begin the calendar month after an Arbonne Independent Consultant achieves this rank, whether by initial registration, qualification through business building activity requirements or the one-time upgrade. Consultants sponsored on or before January 31, 2009 will maintain Consultant rank and are not required to meet the above activity requirements necessary to maintain Consultant rank, provided they renew their Agreement and pay the annual renewal fee.

## Manager and Vice President Monthly Requirements

Once promoted to Manager or Vice President, Consultant Maintenance Requirements above are replaced with:

District Manager	\$2,500 RV in Central District
Area Manager	\$10,000 RV in Central Area
Regional Vice President	\$40,000 RV in Central Region
National Vice President	\$160,000 RV in Central Nation

**Promotion Credits (PC)** are made available to Regional and National Vice Presidents who have promoted-out Regions and Nations from their Central Regions and Nations, respectively. These PCs are automatically added to Central Region and Nation volume on a monthly basis.

- For each RVP promoted-out from your Central Region, \$10,000 RV counts toward monthly RV maintenance requirement and Mercedes-Benz Cash Bonus Program.
- For each NVP promoted-out from your Central Nation, \$40,000 RV counts toward monthly Nation RV maintenance requirement and Mercedes-Benz Cash Bonus Program.

**Performance Account (PA)** balances are determined based on the following criteria:

1. Upon promotion or reassignment from one rank to the next, your existing PA is set to zero and a two-month building period begins, during which all Central RV is deposited into your PA account without any maintenance deduction.
2. When promoting someone from your Central to the same level, a two-month building period goes into effect.
3. On an ongoing basis, PA account balances will be maintained as follows:

<b>Monthly Central RV</b>	–	<b>Monthly RV Requirement</b>	=	<b>Contribution to PA Balance</b>
-------------------------------	---	-----------------------------------	---	---------------------------------------

*Should the monthly RV requirement not be met, and the resulting PA balance is negative, the Manager or Vice President will qualify for all benefits associated with their rank that month; however, reassignment to the next lower rank will take place the first of the following month.*

*A Consultant who promotes to District Manager and then does not meet the District Manager Maintenance Requirements will be reassigned to Consultant rank. If the Consultant originally registered with Arbonne after January 31, 2009, the maintenance requirements for Consultant rank will start the month following reassignment to Consultant rank.*

*For example: If a District Manager's performance account is exhausted and he or she does not meet the maintenance requirements in June, District Manager is reassigned to Consultant rank in July. Consultant rank maintenance requirements for the rolling two out of three months will begin in August.*

## Title Maintenance and Reassignment

In order to participate in the rewards, incentives and other benefits associated with a particular rank, an Arbonne Independent Consultant must be paid at that rank and be in compliance with the Agreement. This “paid-as” rank is based on the Arbonne Independent Consultant’s performance in meeting qualification and maintenance requirements and may be different from the title he or she currently holds according to the title maintenance reassignment schedule below.

In case of reassignment from one “paid-as” rank to the next, the former title will be kept for a period of time according to the schedule below:

- District Manager title for 6 months following reassignment
- Area Manager title for 9 months following reassignment
- Vice President title for 12 months following reassignment

The process of reassignment to a former level takes place automatically at the end of the last month listed above and is effective on the first day of the following month. However, Arbonne Independent Consultants may also be reassigned with immediate effect upon notice by Arbonne to the Arbonne Independent Consultant pursuant to Sections 3.8 and 9.3 of the Policies & Procedures.

## Arbonne Independent Consultant Annual Renewal

The term of the Agreement is one year. In order to remain a registered Arbonne Independent Consultant, each Arbonne Independent Consultant must renew his or her Arbonne affiliation every year prior to the end of his or her anniversary month by submitting a \$15 annual renewal fee to Arbonne. All Arbonne Independent Consultants will continue to receive full benefits as outlined in this manual, including an additional product (at least \$15 retail value) when they renew and accumulate at least \$150 PRV before the end of their renewal month. Consultants sponsored on or before January 31, 2009 must renew their Agreement and pay the annual renewal fee in order to maintain Consultant rank without the maintenance activity requirements set forth above.

# SuccessPlan Summary

	PREFERRED CLIENT/ CONSULTANT	DISTRICT	AREA	REGION	NATION
CENTRAL	4%	8%	6%	3%	1%
1 <sup>st</sup> Generation		8%	6%	3%	1%
2 <sup>nd</sup> Generation	Preferred Client and Consultant are the only levels with no depth. Once you become District, the 4% is replaced by the 8%.	2%	1%	2%	1%
3 <sup>rd</sup> Generation		1%	1%	2%	1%
4 <sup>th</sup> Generation					1%
5 <sup>th</sup> Generation					1%
6 <sup>th</sup> Generation					1%

Think of each of these sections as separate “profit centers” for your business. As a Preferred Client or Consultant, you make 4% override on Preferred Clients/Consultants you personally sponsor.

Once you become a District Manager, that 4% is “erased”...it is replaced by the 8%, which is paid on your entire District. Remember, you are part of your District, so the 8% commission is also paid on your personal retail sales!

Example:

To get paid at the 2<sup>nd</sup> and/or 3<sup>rd</sup> Generations (let’s look at District), you need to be as “wide” as you are “deep.” So if you have a 2<sup>nd</sup> Generation District Manager (that’s two levels deep), you need to have two District Managers at the 1<sup>st</sup> Generation level. To get paid on a 3<sup>rd</sup> Generation, you must be three levels wide.

# SuccessPlan Definitions

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

**Agreement:** The contract between Arbonne and each Arbonne Independent Consultant, including the Independent Consultant Application & Agreement (as well as renewals thereof), the Policies & Procedures, the Arbonne SuccessPlan, the Independent Consultant Code of Ethics, Arbonne's online Legal Terms and Conditions (for those who enroll online) and Arbonne's Privacy Policy on Arbonne's Web site, each as may be amended by Arbonne from time to time as set forth in the Policies & Procedures.

**Arbonne Independent Consultant:** Any individual who has signed and submitted an Arbonne Independent Consultant Application & Agreement to Arbonne that is accepted by Arbonne. Under this definition, the term Arbonne Independent Consultant refers to and includes all independent consultants with the rank of Preferred Client, Consultant, Manager and Vice President.

**Bonuses, Overrides and Cash Awards:** All bonuses, overrides and cash awards will be calculated at the end of the achievement month and paid the following month to all Arbonne Independent Consultants who qualified for such bonuses, overrides and cash awards.

**Central Area:** Your Central Area is comprised of your Central District and all the Districts below you that have not yet reached the level of Area. When one of your personally sponsored Arbonne Independent Consultants reaches the level of Area Manager, then that Consultant (new AM) and all Arbonne Independent Consultants and Districts beneath him or her promote out from your Central Area to form their own Central Area—they are then considered a promoted 1<sup>st</sup> Generation Area.

**Central District:** Your Central District is comprised of you, your personally sponsored Independent Consultants and all other Consultants sponsored by them and so on. When one of your Consultants reaches the level of District Manager, then that Consultant (new DM) and all Consultants beneath him or her promote out from your Central District to form their own Central District—they are then considered a promoted 1<sup>st</sup> Generation District.

**Central Nation:** Your Central Nation is comprised of your Central Region and all the Regions below you that have not yet reached the level of Nation. When one of your personally sponsored Arbonne Independent Consultants reaches the level of National Vice President, then that new National Vice President and all Arbonne Independent Consultants beneath him or her promote out from your Central Nation to form their own Central Nation—they are then considered a promoted 1<sup>st</sup> Generation Nation.

**Central Region:** Your Central Region is comprised of your Central Area and all the Areas below you that have not yet reached the level of Region. When one of your personally sponsored Arbonne Independent Consultants reaches the level of Regional Vice President, then that

new Regional Vice President and all Arbonne Independent Consultants beneath him or her promote out from your Central Region to form their own Central Region—they are then considered a promoted 1<sup>st</sup> Generation Region.

**Consultant:** An Arbonne Independent Consultant who is actively engaged in building an Arbonne business with a primary goal to EARN income.

**Discount:** The percentage deducted from the Suggested Retail Price (SRP) of Arbonne products to give the Arbonne Independent Consultant product cost (Business Aids and any product specials not included).

**Generations:** Whenever an Arbonne Independent Consultant in your SuccessLine achieves the level of District Manager or above, they promote out to form their own Central Group (District, Area, Region or Nation, depending on the level achieved) and become part of your 1<sup>st</sup> Generation. At this time, the promoted Independent Consultant, their entire SuccessLine and their total Group Retail Volume (GRV), are no longer considered part of your Central Group or your GRV. You will no longer be able to include their GRV in your Central Group override or Performance Account calculations, but their GRV will be available to you as 1<sup>st</sup> Generation overrides.

**Override Volume (OV):** Override Volume, on which overrides are calculated, is 65% of Retail Volume (RV).

**"Paid-As:"** The rank at which you are paid within the Arbonne SuccessPlan with regard to overrides, bonuses and other incentives. This rank is based on your performance and may be different from the title you currently maintain.

**Preferred Client:** An Arbonne Independent Consultant whose primary goal in their relationship with Arbonne is to SAVE money by buying products at a discount.

**Preferred Client Commission:** Commission will be paid on orders placed by Preferred Clients. The commission will be calculated at 15% of the Retail Value of the orders (not including Business Aids and product promotions). This commission will be paid monthly, to the first active Consultant above the purchaser in the lineage at the time of the fully completed order.

**Qualified Status:** In order to participate in management qualification programs and in the various bonus and override programs, Arbonne Independent Consultants must accumulate a minimum of \$100 in Personal Retail Volume (PRV) each month and be in compliance with the Agreement.

**Retail Volume (RV):** RV is the volume used to calculate overrides, qualification, maintenance, campaign incentives and award programs.

# SuccessPlan Definitions cont'd

All Arbonne products carry a designated RV value that Arbonne Independent Consultants earn through their purchase and sale of those products. Please note that Starter Kits, Business Aids, sample packs and product specials, such as PwPs, Bonus products and Host Specials, have no Retail Volume.

**Start Month:** The calendar month in which an individual becomes an Arbonne Independent Consultant and is bound to the Agreement with Arbonne.

**Suggested Retail Price (SRP):** The suggested price at which a product is sold to the Client.

**SuccessLine:** All Arbonne Independent Consultants who have been sponsored below an Arbonne Independent Consultant, no matter how deep, regardless of whether they were personally sponsored by such Arbonne Independent Consultant or sponsored by Arbonne Independent Consultants below them.

All currency is represented in U.S. dollars unless otherwise stated.

# Policies & Procedures

United States and its territories as of January 2010

Capitalized terms apply throughout the Policies & Procedures and are defined in Section 11.

## SECTION 1 – INTRODUCTION

### 1.1. YOUR CONTRACT WITH ARBONNE

Your contract with Arbonne includes:

- The Independent Consultant Application & Agreement (as well as all renewals thereof);
- The Policies & Procedures;
- The Arbonne SuccessPlan;
- The Independent Consultant Code of Ethics;
- Arbonne's online Legal Terms and Conditions (for those who enroll online); and
- Arbonne's Privacy Policy on the Company's official Web site.

These documents are collectively referred to throughout these Policies & Procedures as the "Agreement." Arbonne reserves the right to update and amend these documents periodically at the company's sole discretion. The Policies & Procedures set forth in this Manual (and as they may be updated from time to time) apply to all Arbonne Independent Consultants.

### 1.2. AMENDMENTS TO POLICIES & PROCEDURES, SUCCESSPLAN AND CODE OF ETHICS

No Arbonne Independent Consultant of any status may alter, amend or waive any of these Policies & Procedures or any other agreements, and any representation or statement to the contrary, or which is inconsistent with the foregoing, should not be relied upon and will not be binding on Arbonne. Arbonne Independent Consultants agree that they will be bound by any changes to Arbonne's Policies & Procedures, the SuccessPlan, and/or the Code of Ethics 30 days after notice of the amendment is published in commercially reasonable fashion, which includes, but is not limited to, posting online at arbonne.com, and that they have a duty to keep apprised of any such changes by either reviewing these materials online or by requesting a copy in the mail prior to making any additional purchases. If an Arbonne Independent Consultant does not agree to any amendment, he or she shall cancel their Independent Consultant Agreement in writing no later than the effective date of the amendment.

Arbonne reserves the right to periodically amend or modify these Policies & Procedures, the SuccessPlan and the Independent Consultant Application & Agreement at its sole discretion. Each Arbonne Independent Consultant agrees to abide by these Policies & Procedures, and all other agreements and all amendments and modifications.

### 1.3. SEVERANCE OF INVALID PROVISIONS

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or un-enforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Agreement.

### 1.4. INDEPENDENT CONTRACTOR STATUS

Every Arbonne Independent Consultant is an independent contractor, not an employee of Arbonne. You are a self-employed independent

businessperson who conducts business under an agreement with Arbonne. Arbonne Independent Consultants are not purchasers of an intangible franchise or a distributorship. The agreement between Arbonne and the Arbonne Independent Consultant does not create an employer/employee relationship, partnership, or joint venture between Arbonne and the Arbonne Independent Consultant. The agreement consists of the Consultant Agreement and the Policies & Procedures of Arbonne, as set forth in the Policies & Procedures and SuccessPlan Manuals, Arbonne's online Legal Terms and Conditions and Arbonne's Privacy Policy (as they may be updated). This agreement authorizes you to sell and establishes your rights and responsibilities in connection with the sale of Arbonne products and presentation of the Arbonne opportunity.

### 1.5. INDEPENDENT CONTRACTOR OBLIGATIONS

- **YOU WILL NOT BE TREATED AS AN EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES, OR FOR ANY OTHER REASON. Arbonne will not withhold any sums from your earnings for tax purposes other than legally required backup withholdings should an Arbonne Independent Consultant provide an incorrect Social Security or taxpayer identification number. You are solely responsible for and must pay all federal, state, and local FICA, or taxes applicable to all fees, commissions, overrides, bonuses, trips and other items of value you receive from Arbonne.**
- You are solely responsible for your own activities, your own commitments and contracts, and all liabilities, obligations and expenses which you incur.
- You are solely responsible for complying with all laws applicable to your business.
- Each Arbonne Independent Consultant sets his or her own hours and supplies his or her own equipment and tools for operating his or her business, such as telephones, transportation, professional services, office equipment and supplies. Each Arbonne Independent Consultant should determine his or her own methods of sale, so long as he or she complies with Arbonne's Policies & Procedures.
- You must maintain your own income and expense records to satisfy applicable federal, state/providences and local income and sales tax requirements. Following the close of each year, Arbonne will provide you with IRS Form 1099 to Arbonne Independent Consultants for tax reporting when your earnings exceed \$600 per year or if you purchase products totaling more than \$5,000.
- You must provide your own workers' compensation insurance, if required or applicable.
- You must provide all insurance coverage required or desired by you with respect to your business, including, without limitation, medical and hospitalization insurance, automobile insurance and general comprehensive liability insurance.
- You must obtain all necessary licenses, permits and other governmental approvals applicable to your business, including qualifications to transact business in states other than your domicile.

## 1.6. WARRANTIES, LIMITED LIABILITY AND INDEMNITY

### 1.6.1. NO EXPRESS OR IMPLIED WARRANTIES

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT AND IN ARBONNE'S POLICIES & PROCEDURES, ARBONNE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR USEFULNESS WITH RESPECT TO ARBONNE'S PRODUCTS AND SERVICES, ITS WEB SITE, INFORMATION CONTAINED ON THE WEB SITE, THE MYARBONNE.COM PROGRAM OR THE ARBONNE OPPORTUNITY (COLLECTIVELY HEREAFTER, "SERVICE").

THIS SERVICE IS PROVIDED "AS IS." YOU MAY RELY ON THIS SERVICE SOLELY AT YOUR OWN RISK. ADVICE, OPINIONS AND STATEMENTS SHOULD NOT BE RELIED UPON WHEN MAKING IMPORTANT PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS. YOU SHOULD CONSULT A PROFESSIONAL TO OBTAIN SPECIFIC ADVICE APPROPRIATE TO YOUR CIRCUMSTANCES. WE DO NOT WARRANT THAT THIS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE INFORMATION OR OTHER MATERIALS THAT ARE AVAILABLE ON OR THROUGH THIS SERVICE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS, INCLUDING LOSS OF DATA, RESULTING FROM YOUR DOWNLOADING AND/OR USE OF ARBONNE'S WEB SITE OR THIS SERVICE. ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES AND OTHER DESTRUCTIVE MATERIALS TO THIS SERVICE, WE DO NOT GUARANTEE OR WARRANT THAT THIS SERVICE OR MATERIALS THAT MAY BE DOWNLOADED FROM THIS SERVICE DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THE FOREGOING.

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING ARBONNE INDEPENDENT CONSULTANT WEB SITES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. YOU SHOULD NOT RELY ON ANY REPRESENTATIONS OR WARRANTIES CONTAINED ON ANY ARBONNE INDEPENDENT CONSULTANT WEB SITE.

THE FINAL SUCCESS OR FAILURE OF ANY ARBONNE INDEPENDENT CONSULTANT DEPENDS UPON HIS OR HER INDIVIDUAL EFFORT. THERE ARE NO GUARANTEES OR PROJECTIONS OF ACTUAL EARNINGS.

ARBONNE SHALL NOT BE RESPONSIBLE FOR DELAYS OR FAILURES IN PERFORMANCE OF ITS OBLIGATIONS WHEN PERFORMANCE IS MADE COMMERCIALY IMPRACTICABLE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. THIS INCLUDES, WITHOUT LIMITATION, STRIKES, LABOR DIFFICULTIES, RIOT, WAR, FIRE, DEATH, CURTAILMENT OF A PARTY'S SOURCE OF SUPPLY, OR GOVERNMENT DECREES OR ORDERS.

### 1.6.2. LIMITED LIABILITY

EXCEPT AS OTHERWISE STATED HEREIN, YOU AGREE THAT ARBONNE, ITS AFFILIATES, AGENTS, ARBONNE INDEPENDENT CONSULTANTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY CLAIM, LOSS, DAMAGES, EXPENSES OR COSTS WHETHER DIRECT OR INDIRECT, INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THIS SERVICE, YOUR PURCHASE OR USE OF ARBONNE GOODS, SERVICES OR INFORMATION, YOUR PARTICIPATION AS AN ARBONNE INDEPENDENT CONSULTANT, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA. YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

### 1.6.3. INDEMNITY AND HOLD HARMLESS AGREEMENT

IN THE CONDUCT OF YOUR ARBONNE INDEPENDENT CONSULTANT BUSINESS, YOU AGREE TO REFRAIN FROM ALL CONDUCT THAT MIGHT BE HARMFUL TO THE REPUTATION OF ARBONNE OR ITS PRODUCTS, INCLUDING BUT NOT LIMITED TO, CONDUCT INCONSISTENT WITH THE PUBLIC INTEREST OR CONDUCT THAT IS DECEPTIVE, MISLEADING, UNETHICAL OR IMMORAL. YOU AGREE TO HOLD HARMLESS AND INDEMNIFY ARBONNE, ITS AFFILIATES, AGENTS, ARBONNE INDEPENDENT CONSULTANTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FOR ANY CLAIMS, DAMAGES OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF YOUR ARBONNE INDEPENDENT CONSULTANT BUSINESS PRACTICES, INCLUDING BREACH OF ANY OF ARBONNE'S POLICIES & PROCEDURES OR OTHER AGREEMENTS. YOU ALSO SPECIFICALLY AUTHORIZE ARBONNE TO OFFSET ANY SUCH CLAIMS, COSTS, EXPENSES, DAMAGES OR LIABILITIES AGAINST ANY AND ALL COMMISSIONS PAYABLE TO YOU. YOU ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS ARBONNE, ITS AFFILIATES, AGENTS, ARBONNE INDEPENDENT CONSULTANTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITIES, CLAIMS, EXPENSES AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THIS SERVICE, PURCHASE, SALE OR INFORMATION REGARDING ARBONNE PRODUCTS, THE ARBONNE OPPORTUNITY, OR IN CONNECTION WITH YOUR ACCOUNT OR ANY OTHER PERSON'S USE OR ACCESS TO THIS SERVICE BY OR THROUGH YOUR ACCOUNT, WITH OR WITHOUT YOUR PERMISSION, INCLUDING WITHOUT LIMITATION ANY CLAIMS OF LIBEL, DEFAMATION, VIOLATION OF RIGHTS OF PRIVACY OR PUBLICITY, TRESPASS, AND INFRINGEMENT OF INTELLECTUAL OR OTHER PROPRIETARY RIGHTS.

## SECTION 2 – ENROLLMENT, BUSINESS STRUCTURES AND TRANSFERS

### 2.1. BECOMING AN ARBONNE INDEPENDENT CONSULTANT

To become an Arbonne Independent Consultant, simply submit a properly completed Independent Consultant Application & Agreement to Arbonne, together with the appropriate Registration Fee (optional in North Dakota). The Registration Fee is not a service or franchise fee, but is rather to offset costs incurred by Arbonne for educational development costs, business materials and administrative costs. No product or inventory purchase by the Arbonne Independent Consultant is required and there are no other fees or costs, except for an annual renewal fee of \$15. The renewal fee is to offset costs incurred by Arbonne for educational development costs and materials which are provided to you free of charge. After the Application is accepted and processed, Arbonne will register you as an Arbonne Independent Consultant and provide you with a non-transferable Arbonne ID and Starter Kit. Incomplete Independent Consultant Application(s) & Agreement(s) will not be processed. Arbonne reserves the right to reject any new or renewal application.

### 2.2. FILLING OUT AND SUBMITTING ENROLLMENT APPLICATIONS

Sponsors are encouraged to assist prospects in filling out an online or hard copy Independent Consultant Application & Agreement. However, sponsors may not sign an application, nor submit an online application, on behalf of an applicant.

- **ONLINE APPLICATIONS**

In the case of online applications, the applicant should personally submit the application to Arbonne's Web site at [www.arbonne.com](http://www.arbonne.com). An applicant's placement of an order after acceptance of the application by Arbonne will be deemed acceptance of the Legal Terms and Conditions of the online application. This provision excludes new Consultants that register online through the ArbonneInvites program, providing sponsors adhere to the program's guidelines.

- **HARD COPY APPLICATIONS**

In the case of hard copy applications, the application submitted to Arbonne must contain the actual signature of the applicant.

### 2.3. SOCIAL SECURITY OR TAX ID NUMBER REQUIRED

In order for Arbonne to comply with IRS regulations, we must have a Social Security number or Federal Tax ID number to provide the required 1099 reporting. This information is held in strictest confidence and used only to comply with governing laws and for protection of your Arbonne business.

### 2.4. BUSINESS ENTITIES

A corporation, limited liability company, partnership or trust (collectively referred to as a "Business Entity") may apply to be an Arbonne Independent Consultant by submitting a properly completed Business Entity Registration form along with its Independent Consultant Application & Agreement. It is the responsibility of the Business Entity to have its own bylaws or operating agreement to govern the rights and relationship between the Participants. The following rules apply to all Business Entities:

- The Business Entity Registration form must be signed by all of the shareholders, members, partners, trustees or any person holding

an ownership interest or management position in the Business Entity (collectively "Participants"). Participants of the Business Entity are jointly and severally liable for any indebtedness or other obligations to Arbonne.

- One individual must be designated by the Business Entity to receive recognition or to participate in incentive awards on behalf of the Business Entity. This individual shall be designated as the authorized company contact, or the "Contact Person," on the Business Entity Registration form. The Contact Person is the Participant in the Business Entity who is designated by the Business Entity to receive communications, recognition, and non-divisible forms of remuneration (including but not limited to car bonuses) from Arbonne.
- An Arbonne Independent Consultant operating his or her business as a sole proprietorship may change the form of her business to a partnership, limited liability company, corporation or trust, or from one type of entity to another so long as the original Arbonne Independent Consultant remains the Contact Person for the Business Entity. A \$100.00 change fee will be charged for each entity change.
- The conduct of any Participant is imputed to the Business Entity as a whole. Therefore, if any one Participant violates the Independent Consultant Agreement or Arbonne's Policies and Procedures, the misconduct of that Participant shall be imputed to the Arbonne Business.

### 2.5. DISSOLUTION OF BUSINESS ENTITIES

#### 2.5.1. GENERAL POLICY

In preparing to dissolve a Business Entity, arrangements must be made to assure that any distribution or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties engage in a dispute over the disposition of the business, or fail to provide for the best interests of other Arbonne Independent Consultants and/or Arbonne, Arbonne may, in its sole discretion, terminate the Independent Consultant Agreement and pop-up their entire organization pursuant to Policy 2.11.

#### 2.5.2. PROCEDURES DURING DISSOLUTION

While preparing to dissolve a Business Entity, and during the dissolution process, business must be conducted as follows:

- The Contact Person may with consent of the Participant(s), operate the Arbonne business pursuant to an assignment in writing whereby the relinquishing Participants authorize Arbonne to deal directly and solely with the Contact Person. All commissions, recognition, car bonuses and other remuneration and rewards will be issued in the name of the Contact Person.
- The Participants may continue to operate the Arbonne business jointly on a "business-as-usual" basis, whereupon all compensation paid by Arbonne will be paid according to the status quo as it existed prior to the dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.
- Under no circumstances will the SuccessLine organization of a dissolving business entity be divided. Similarly, under no circumstances will Arbonne split commission or bonus checks

between Participants in dissolving entities. Remuneration shall always be issued to the same individual or entity.

- The former Participants of a Business Entity that relinquished its interest in the Arbonne business must wait twelve (12) calendar months before they are permitted to again become Arbonne Independent Consultants.

## 2.6. CHANGES TO AN ARBONNE BUSINESS

### 2.6.1. CHANGE OF SPONSOR

To protect the integrity of all SuccessLine organizations and safeguard the hard work of all Arbonne Independent Consultants, Arbonne strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Arbonne Independent Consultant and SuccessLine organization. Accordingly, the transfer of an Arbonne business from one sponsor to another is rarely permitted.

- All requests for transfers: (1) must be submitted in writing to the Compliance Department with detailed information to support your request for the transfer; and (2) are evaluated on a case-by-case basis.
- The decision to permit or deny the request is in the Company's sole discretion.
- Arbonne Independent Consultants waive any and all claims against Arbonne based on the company's decision to grant or reject any request to move an Arbonne Independent Consultant to another line of sponsorship.
- If Arbonne authorizes a transfer request, the twelve calendar month waiting period described in Policy 2.6.2 shall not apply.

### 2.6.2. CANCELLATION AND RE-APPLICATION

An Arbonne Independent Consultant may legitimately change organizations by voluntarily canceling his or her Arbonne business and remaining inactive (i.e., no purchases of Arbonne products, no sales of Arbonne products, no recruiting or sponsoring, no attendance at any Arbonne functions, participation in any other form of Arbonne Independent Consultant activity, or operation of any other Arbonne business) for twelve (12) full calendar months. Following the twelve-month period of inactivity, the former Arbonne Independent Consultant may reapply under a new sponsor.

**Arbonne Independent Consultants may cancel their Agreement within three days from the date on which the application is submitted to Arbonne and re-enroll under a different sponsor of their choice by submitting a written cancellation notice to Arbonne.**

## 2.7. CROSSLINE SWITCHING

Actual or attempted Crossline Switching is strictly prohibited. "Crossline Switching" includes:

- 2.7.1. The enrollment of an individual or entity who is an active Arbonne Independent Consultant in another line of sponsorship;
- 2.7.2. The enrollment of the spouse or other immediate household member of an active Arbonne Independent Consultant under any sponsor other than as permitted under Policy 2.10;
- 2.7.3. The enrollment of any business entity which is owned in whole or in part by an active Arbonne Independent Consultant, the spouse, or other immediate household member of an active Arbonne Independent Consultant, in another line of sponsorship;

2.7.4. The enrollment of a Participant, or the spouse of a Participant, in a Business Entity that owns or operates an Arbonne business; or

2.7.5. Any artifice or mechanism that has the design or effect of allowing an active Arbonne Independent Consultant, an immediate household family member of an active Arbonne Independent Consultant, or a Participant in a Business Entity that is an active Arbonne Independent Consultant, to enroll in any position in any SuccessLine, other than in his or her original SuccessLine, except as permitted pursuant to Policies 2.6.1 and/or 2.6.2.

2.7.6. An active Arbonne Independent Consultant is: (a) any individual or Business Entity whose Arbonne Independent Consultant Application or Renewal has been accepted by Arbonne within the preceding 12 calendar months, or (b) An individual or Business Entity that has a Arbonne Independent Consultant application on file and has placed an order for products or promotional materials with Arbonne within the preceding 12 calendar months.

If Crossline Switching is discovered, it must be brought to Arbonne's attention immediately. Arbonne may take disciplinary action against the Arbonne Independent Consultant who switched organizations and/or those Arbonne Independent Consultants who encouraged or participated in the Crossline Switching. Arbonne also may move the offending Arbonne Independent Consultant and/or all or part of the offending Arbonne Independent Consultant's downline back to his or her original line of sponsorship if the Company, in its sole discretion, deems it equitable and feasible to do so. However, Arbonne is under no obligation to move an offending Arbonne Independent Consultant and/or any or all of the offending Arbonne Independent Consultant's downline organization, and the ultimate disposition of the offending Arbonne Independent Consultant and his or her organization remains within the sole discretion of Arbonne. Because the facts surrounding Crossline Switching cases vary dramatically, each situation will be handled on a case-by-case basis. **Arbonne Independent Consultants waive all claims and causes of action against Arbonne, its officers, directors, employees, shareholders and agents that arise from or relate to the disposition of a Crossline Switched Arbonne Independent Consultant and/or his or her SuccessLine Organization.**

## 2.8. SALE, TRANSFER, OR ASSIGNMENT OF AN ARBONNE BUSINESS

Each Arbonne Independent Consultant's business relationship to Arbonne is a personal relationship. To ensure that this personal relationship remains intact, Arbonne Independent Consultants may not sell, assign, or otherwise transfer an Arbonne business to any third party other than pursuant to Arbonne's Succession Policy.

## 2.9. SUCCESSION – INHERITANCE OR INCAPACITATION

Upon the death or legally adjudicated incapacitation of an Arbonne Independent Consultant who holds the rank of Area Manager or above at the time of his or her death or incapacitation, the Arbonne Independent Consultant's business may be passed to his or her heirs. An Arbonne Independent Consultant who does not hold the rank of Area Manager or above at the time of death or incapacitation may not transfer her business pursuant to this policy. Arbonne encourages Arbonne Independent Consultants to consult an attorney to prepare a will or other testamentary instrument.

Whenever an Arbonne business is transferred by a will or other testamentary process, the beneficiary or trustee acquires the right to collect all bonuses and commissions of the deceased Arbonne Independent Consultant's SuccessLine organization provided the following qualifications are met. The successor(s) or trustee must:

- Provide a valid copy of the will or other testamentary instrument to Arbonne;
- Provide a copy of the original Arbonne Independent Consultant's death certificate;
- In the case of the incapacitation of an Arbonne Independent Consultant, provide a copy of the court order rendering the Arbonne Independent Consultant incapacitated and the appointment of a trustee to manage his or her affairs;
- Execute a new Independent Consultant Application and Agreement;
- Comply with terms and provisions of the Agreement; and
- Meet all of the qualifications for the deceased or incapacitated Arbonne Independent Consultant's status.

If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a federal taxpayer Identification number. Arbonne will issue all bonus and commission checks, and one 1099 to the Business Entity, and all of the policies for Business Entities shall apply.

As described in Section 2.10, if any devisee is an active Arbonne Independent Consultant, he or she must choose whether to participate in his or her original Arbonne Business, or the Business inherited pursuant to this Section. He or she may not operate or directly benefit from both the existing and inherited Businesses.

In cases of extreme hardship, Arbonne may, at its sole discretion, allow an Arbonne Independent Consultant's business that is below the rank of Area Manager to be devised to his or her heirs.

## **2.10. ONE BUSINESS PER CONSULTANT**

Arbonne Independent Consultants may have an interest in only one Arbonne business. There may be two or more Arbonne independent businesses per Immediate Household so long as the following criteria are satisfied:

- The other business(es) in the Immediate Household (the "Junior Business") must be placed on the front line of the first business (the "Senior business") in the Immediate Household;
- No one under the age of 18 may be an Arbonne Independent Consultant and have an Arbonne business; and
- The Junior Business(es) must be a bona fide independent business that is operated by the person listed on the Arbonne Independent Consultant Application and Agreement and not by the owner of the Senior Business.

An "Immediate Household" includes spouses, cohabitating couples, children under the age of 18, and relatives residing in the same dwelling. Also included in the definition are students attending boarding school or college that reside at school or college during the school year, but within the dwelling of their parents or other relatives during non-school periods. Persons such as roommates and tenants who are unrelated

shall not fall within the definition of an "Immediate Household" and may each have their own Arbonne independent business.

## **2.11. POP-UP OF SUCCESSLINE ORGANIZATION**

When a vacancy occurs in a SuccessLine due to the non-renewal, the resignation or termination of an Arbonne business, each Arbonne Independent Consultant in the front line immediately below the terminated Arbonne Independent Consultant on the date of the cancellation will be moved to the front line of the terminated Arbonne Independent Consultant's sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will "pop-up" to A and become part of A's first level.

## **2.12. DIVORCE ACTIONS**

In divorce cases, Arbonne shall treat the spouse whose name is on the Independent Consultant Application and Agreement as the owner of the business. Under no circumstances will Arbonne divide commissions, bonuses, recognition, or other rewards, nor will Arbonne divide a SuccessLine organization between spouses. Upon the entry of a final divorce decree, the former spouse may apply as an Arbonne Independent Consultant under any line of sponsorship, and need not comply with the 12 calendar month inactivity requirement before reapplying.

## **2.13. REQUESTS FOR RECORDS**

Any request from an Arbonne Independent Consultant for copies of invoices, applications, downline activity reports, or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

# **SECTION 3 – OPERATING YOUR ARBONNE BUSINESS**

## **3.1. OPERATING YOUR BUSINESS WITH INTEGRITY AND IN COMPLIANCE WITH LAW**

Each Arbonne Independent Consultant agrees to utilize his or her best efforts to represent and sell Arbonne products and present the Arbonne opportunity with the highest degree of professionalism, integrity, ethics and accuracy. Arbonne Independent Consultants shall not participate in any activity which is illegal, or in any way may be deemed detrimental to the Arbonne name, product, opportunity, business, corporate entity or the organization of an Arbonne Independent Consultants.

## **3.2. SPONSORS' OBLIGATIONS**

Any Arbonne Independent Consultant who sponsors another Arbonne Independent Consultant into Arbonne must perform a bona fide assistance and training function to ensure that his or her SuccessLine is properly operating his or her Arbonne business.

### **3.2.1. SUPPORT**

Arbonne Independent Consultants must have ongoing contact and communication with the Arbonne Independent Consultants in their downline organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of downline Arbonne Independent Consultants to Arbonne meetings, training sessions and other functions.

### 3.2.2. TRAINING

Upline Arbonne Independent Consultants are also responsible to motivate and train new Arbonne Independent Consultants in Arbonne product knowledge, effective sales techniques, the Arbonne SuccessPlan, and compliance with Arbonne's Policies & Procedures. Communication with and the training of downline Arbonne Independent Consultants must not, however, violate the policy regarding the development "Field Training Materials" as defined and described in Policies 3.3.6 and 3.3.7.

### 3.2.3. CONSULTANT TRAINING EVENTS AND MATERIALS

As Arbonne Independent Consultants progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the Arbonne program. They will be called upon to share this knowledge with lesser-experienced Arbonne Independent Consultants within their organization. Arbonne Independent Consultants may not charge other Arbonne Independent Consultants for training or require the purchase of any sales tools or materials or require attendance at meetings. If an Arbonne Independent Consultant elects to rent a meeting room to conduct a training seminar, he or she may charge a reasonable attendance fee to cover the expenses associated with renting a meeting room, modest refreshments, and other hard-costs directly associated with the event. Consultant sponsored training events must not be operated on a for-profit basis.

### 3.2.4. TRAINING ON POLICIES

It is the responsibility of every Arbonne Independent Consultant to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of these Policies & Procedures. When sponsoring or enrolling a new Arbonne Independent Consultant, it is the responsibility of the sponsoring Arbonne Independent Consultant to ensure that the applicant is provided with, or has online access to, the most current version of these Policies & Procedures and the Arbonne SuccessPlan prior to his or her execution of the Independent Consultant Application & Agreement.

## 3.3. ADVERTISING

### 3.3.1. INDEMNIFICATION

Every Arbonne Independent Consultant is fully responsible for all of his or her verbal and written statements made regarding Arbonne's products, services and the SuccessPlan that are not expressly contained in Tools (as defined below in Policy 3.3.6) produced and distributed by Arbonne. Every Arbonne Independent Consultant agrees to indemnify Arbonne and Arbonne's directors, officers, employees and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorneys' fees, court costs or lost business incurred by Arbonne as a result of the Arbonne Independent Consultant's unauthorized representations or actions regarding Arbonne. This provision shall survive the termination or expiration of the Independent Consultant Agreement.

### 3.3.2. NO GOVERNMENTAL ENDORSEMENT

Arbonne Independent Consultants shall not represent or imply that Arbonne or its SuccessPlan have been "approved," "endorsed", or otherwise sanctioned by any government agency.

### 3.3.3. GENERAL ADVERTISING POLICIES

An Arbonne Independent Consultant must obtain prior written

approval from Arbonne's Compliance department for all advertisements relating to his or her Arbonne business. Consultants may submit requests to the Compliance Department via fax at 949.705.3283 or via our online contact form available at the "Contact Us" section of Arbonne's web site at /www.arbonne.com. Any request for approval of advertising materials approval that does not receive specific written approval from Arbonne's Compliance department shall be deemed denied. No one is authorized to revise, edit or otherwise alter any Arbonne Independent Consultant advertising materials that have been approved by Arbonne.

Because Arbonne periodically reviews and revises its Policies & Procedures, Arbonne reserves the right to rescind any previous authorization that was given in connection with advertising materials or practices, consistent with Arbonne's current Policies & Procedures. Upon notice of such rescission, each Arbonne Independent Consultant agrees to immediately cease using such advertising materials and/or practices.

### 3.3.4. USE OF THE ARBONNE NAME, TRADEMARKS, SERVICE MARKS AND LOGOS

The name Arbonne is a trademark. To that end, the Arbonne name and Arbonne's other various trademarks, service marks and logos have been registered or have pending applications for registration in multiple international jurisdictions. Only Arbonne International, LLC and its permitted contractual licensees are authorized to use such trademarks, service marks or logos to produce and market products, services, Tools or other materials, whether in print, electronic or any other media. The production of any products, services, Tools or other materials under Arbonne's trademarks, service marks or logos is prohibited without Arbonne's prior written authorization.

### 3.3.5. STATIONERY AND BUSINESS CARDS

Arbonne Independent Consultants may only order company-approved business cards and stationery, which are produced by an Arbonne approved third party vendor, online through The Place at <https://www.arbonnebusinessstools.net/index.asp>.

### 3.3.6. PROMOTIONAL TOOLS AND SALES AIDS

Arbonne Independent Consultants are not required to purchase any promotional, marketing or advertising materials, tools, presentations, sales aids, audio or video recordings or services and the like ("Tools") to advance, become, or remain an Arbonne Independent Consultant, nor are they required to carry inventory of products or Tools for new Arbonne Independent Consultants.

All Tools used by each Arbonne Independent Consultant in his or her business of selling Arbonne products or promoting sponsorship into the Arbonne family must be produced and distributed by Arbonne. This includes printed materials, Internet and other electronic or computer generated media, web sites, promotional pieces, product descriptions, photographs, sound recordings, audiotapes and videotapes. All official Arbonne Tools are copyrighted and may not be reproduced, in whole or in part, by Arbonne Independent Consultants or any other person. No one is authorized to revise, edit or otherwise alter any Arbonne Tools. All Tools produced and distributed by Arbonne must be used only for their intended use.

Arbonne Independent Consultants may develop, use, and provide to their SuccessLine, at no charge, their own training to support and provide guidance on how to use Arbonne Tools, or “Field Training Materials”, so long as such Field Training Materials do not violate any Arbonne Policies & Procedures, laws, regulations, or statutes and conform with Policy 3.3.7 below. Arbonne Independent Consultants may not sell any Arbonne produced Tools or Arbonne Independent Consultant produced Field Training Materials to other Arbonne Independent Consultants, or accept donations or gratuities in exchange for providing training and/or Field Training Materials.

Arbonne Independent Consultants may not develop, produce or distribute Tools or Field Training Materials that are confusingly similar in nature to those produced, published and provided by Arbonne, and may not imply or suggest that such Tools or Field Training Materials originate from Arbonne or are endorsed by Arbonne. Only Tools produced by Arbonne are permitted to carry the Arbonne Official Seal.



The Arbonne Official Seal

Because Arbonne periodically reviews and revises its Policies & Procedures, Arbonne reserves the right to rescind any previous authorization that was given in connection with Arbonne Independent Consultant-produced Tools, Field Training Materials, promotional materials, or other practices, consistent with Arbonne’s current Policies & Procedures. Upon notice of such rescission, each Arbonne Independent Consultant agrees to immediately cease using such Tools, Field Training Materials, promotional materials, or practices.

### 3.3.7. REQUIRED DISCLAIMER ON ARBONNE INDEPENDENT CONSULTANT PRODUCED FIELD TRAINING MATERIALS OR ADVERTISEMENTS

The following disclaimer must **CONSPICUOUSLY** appear on all Field Training Materials or advertisements:

**This field training MATERIAL (or advertisement) HAS BEEN PRODUCED BY <NAME OF CONSULTANT>, AN ARBONNE INDEPENDENT CONSULTANT, AND IS NOT OFFICIAL MATERIAL PREPARED OR PROVIDED BY ARBONNE. ARBONNE MAKES NO PROMISES OR GUARANTEES THAT ANY CONSULTANT WILL BE FINANCIALLY SUCCESSFUL AS EACH CONSULTANT’S RESULTS ARE DEPENDENT ON HIS OR HER OWN SKILL AND EFFORT.**

**ACTUAL FINANCIAL RESULTS OF ALL ARBONNE INDEPENDENT CONSULTANTS FOR THE PROCEEDING YEAR ARE CONTAINED IN ARBONNE’S INDEPENDENT CONSULTANT COMPENSATION SUMMARY, WHICH IS INCLUDED WITH THESE MATERIALS. YOU MAY ALSO VIEW THE INDEPENDENT CONSULTANT COMPENSATION SUMMARY ON ARBONNE’S OFFICIAL WEBSITE AT [www.arbonne.com/company/iccs.asp](http://www.arbonne.com/company/iccs.asp).**

### 3.3.8. AUDIO AND VIDEO RECORDINGS

Arbonne Independent Consultants are prohibited from making audio or video recordings of speeches, discussions or presentations made by any Arbonne company officer, authorized agent, representative or employee, unless specifically authorized in writing by an Arbonne officer. Any such unauthorized audio or video recording shall be the property of Arbonne and shall be delivered to Arbonne upon demand with all copies destroyed at the Arbonne Independent Consultant’s expense.

### 3.3.9. MEDICAL CLAIMS AND PRODUCT TESTIMONIALS

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Arbonne may be made except those contained in official Arbonne Tools. Arbonne Independent Consultants may not make any claim that Arbonne products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only are such claims violative of Arbonne policies, but they potentially violate the law.

### 3.3.10. INCOME REPRESENTATIONS

The financial success of an Arbonne Independent Consultant depends entirely upon that Independent Consultant’s individual effort, dedication and the training and supervision the Independent Consultant provides to his or her SuccessLine and Arbonne business.

Arbonne publishes on an annual basis an Independent Consultant Compensation Summary. That Summary provides information on the average quarterly overrides and bonuses that are paid to active Arbonne Independent Consultants. The Summary is available online at <http://www.arbonne.com/company/iccs.asp>.

Projections of income earnings representations are strictly prohibited. Arbonne Independent Consultants may, however, disclose to potential recruits their actual earnings, prizes or results from the preceding year only, but only if all of the following requirements are satisfied: (1) they have documentation available to verify their income claims; (2) they provide a copy of the latest Independent Consultant Compensation Summary in conjunction with any income representation; and (3) they fully and accurately disclose their business expenses incurred in achieving the income, prize or result as such expenses are claimed on their federal income tax return. In addition, Arbonne Independent Consultants must make the following disclaimer in conjunction with any earnings claims.

In addition, Independent Consultants must make the following disclaimer in conjunction with any earnings claims:

**THERE ARE NO GUARANTEES REGARDING INCOME, AND THE SUCCESS OR FAILURE OF EACH ARBONNE INDEPENDENT CONSULTANT, LIKE ANY OTHER BUSINESS, DEPENDS ON EACH ARBONNE INDEPENDENT CONSULTANT’S OWN SKILLS AND PERSONAL EFFORT. YOU SHOULD NOT RELY ON THE RESULTS OF OTHER ARBONNE INDEPENDENT CONSULTANTS AS AN INDICATION OF WHAT YOU SHOULD EXPECT TO EARN. ARBONNE IS A PRODUCT-DRIVEN COMPANY THAT STRONGLY ENCOURAGES CONSUMERS TO USE ITS PRODUCTS BEFORE ATTEMPTING TO BUILD A BUSINESS.**

“Lifestyle” claims (e.g., “My Arbonne business has allowed my spouse to be a full-time homemaker; my Arbonne commissions

have allowed me to fulfill my dreams; my income from Arbonne exceeded the income from my previous job after only \_\_\_\_ months”), are considered to be equivalent to income claims. Similarly, hypothetical income charts that are used to illustrate the commission structure are also considered to be analogous to income claims. Accordingly, the Income Disclaimer referenced above and a copy of Arbonne’s Independent Consultant Compensation Summary should be provided whenever “Lifestyle” or hypothetical income charts are provided by Arbonne Independent Consultants in the field.

#### 3.3.11. TELEPHONE DIRECTORY LISTINGS

Only Arbonne Independent Consultants at Area Manager status or above may place directory listings referring to Arbonne, by listing their name, title and phone number in the telephone directory. Such listings must be accompanied by the words “Arbonne® Independent Consultant.” Any advertisement or advertising requires prior written approval from Arbonne in accordance with Policy 3.3.3.

#### 3.3.12. RECORDED MESSAGES

An Arbonne Independent Consultant may not have voicemail or answer his or her telephone in a manner that would lead the caller to believe that he or she has reached any official corporate office of Arbonne. When using the Arbonne name, consultants must also say “Arbonne Independent Consultant.”

### 3.4. RIGHT OF PUBLICITY AUTHORIZED

Each Arbonne Independent Consultants authorize Arbonne to use his or her name, photo, personal story, in print, audio, video and other media, including on the Internet, to promote Arbonne’s products or the Arbonne opportunity. Arbonne Independent Consultants waive all claims to remuneration for such use.

### 3.5. MEDIA INQUIRIES

Any inquiries by the media must be referred immediately to Arbonne’s corporate offices at marketing@arbonne.com. Arbonne Independent Consultants may not speak to the media on behalf of Arbonne or represent to the media that they are authorized to speak on behalf of Arbonne. The purpose of this policy is to ensure an accurate and consistent public image.

### 3.6. USE OF IDEA SUBMISSIONS AUTHORIZED

Arbonne shall have the right to use any ideas, suggestions, photos, videos or testimonials submitted to Arbonne by an Arbonne Independent Consultant in any manner that Arbonne deems appropriate, including posting on the Internet. Any such submissions become the property of Arbonne. Each Arbonne Independent Consultant waives all claims for any compensation in the event Arbonne elects to use any submissions.

An Arbonne Independent Consultant may only submit ideas and/or material to Arbonne if he or she has obtained appropriate copyright and other permission to submit such materials, and permits Arbonne to use such material without restriction. Each Arbonne Independent Consultant agrees that he or she will not violate or infringe upon the rights of third parties, including privacy, publicity, and intellectual and proprietary rights, such as copyright or trademark rights.

### 3.7. TARGETING REPRESENTATIVES OF OTHER DIRECT SALES COMPANIES PROHIBITED

It is against Arbonne policy to specifically and consciously target members of the sales force of another direct sales company to sell or work for Arbonne. Arbonne will not pay for the legal or defense costs, or agree to indemnify any Arbonne Independent Consultant who violates this policy. Also, if you encourage a prospect to breach or violate any agreement to which he or she is a party, you bear the risk of involvement in litigation. Arbonne will not pay any of your defense costs or legal fees, nor will Arbonne indemnify you if you are held liable.

### 3.8. CONFLICTS OF INTEREST

Arbonne Independent Consultants are free to participate in other business ventures or marketing opportunities except as set forth below.

#### 3.8.1. OTHER SELLING ACTIVITIES

Arbonne Independent Consultants may engage in other business ventures, including selling activities related to non-Arbonne products, services or business opportunities if they desire to do so, but they may not take advantage of their knowledge of, or association with, other Arbonne Independent Consultants whom they did not personally sponsor in order to promote or sell such non-Arbonne products, services or opportunities. In addition, Arbonne Independent Consultants shall not offer any non-Arbonne products, services, incentives, opportunities or business plans in conjunction with Arbonne’s products or business plan or at any Arbonne conference call, meeting, seminar, launch, convention or other Arbonne function.

However, nothing in this Section 3.8.1 restricts an Arbonne Independent Consultant regularly engaged in the operation of appointment-based professional services (e.g. law, medicine, dentistry, accounting, salons) from serving customers who are Arbonne Independent Consultants and who have sought them out, or who sell Arbonne products in accordance with Section 3.14.1. But, an Arbonne Independent Consultant shall not actively solicit the patronage of other Arbonne Independent Consultants based on knowledge or information gained as a result of being an Arbonne Independent Consultant.

#### 3.8.2. CROSS-COMPANY RECRUITING AND ENTICEMENT

During the term of an Arbonne Independent Consultant’s Agreement and all renewals thereof, and for a period of one year after termination, cancellation or expiration of the Arbonne Independent Consultant’s Agreement for any reason, each Arbonne Independent Consultant shall not:

- Recruit (see definition of “Recruit” in Section 11) any Arbonne Independent Consultant whom he or she did not personally sponsor to (a) join or participate in another direct selling, multilevel or network marketing (collectively “direct selling”) company, or (b) sell or promote products, services or business opportunities from another “direct selling” company; or
- encourage or attempt to influence or induce an Arbonne Independent Consultant to cancel or alter his or her relationship with Arbonne.

Such conduct constitutes an unwarranted and unreasonable interference with the business of other Arbonne Independent Consultants and Arbonne.

In addition, if an Arbonne Independent Consultant (excluding Preferred Clients for purposes of this paragraph only) appears in, is referenced in, or allows his or her name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials for another “direct selling” company during the term of the Arbonne Independent Consultant’s Agreement and all renewals thereof, this shall constitute Recruiting for purposes of this Section 3.8.2.

Further, if Arbonne determines that an Arbonne Independent Consultant with a rank of Regional Vice President or above is participating in any program, product, service or business opportunity of a “direct selling” company in the same generic product or service categories as offered by Arbonne, regardless of cost differences, quality or other distinguishing factors, then Arbonne may immediately revoke the rank of such Arbonne Independent Consultant and reclassify him or her to the rank of Consultant. Upon reclassification to Consultant, such Arbonne Independent Consultant will maintain his or her “Paid-As” rank for compensation purposes so long as he or she meets the qualification and maintenance requirements for that rank; however, the reclassified Arbonne Independent Consultant will not be entitled to receive the Mercedes-Benz cash bonus, will only be recognized by Arbonne as a Consultant for recognition, awards, trips, events and other benefits, and may only use the rank of Consultant in promoting his or her Arbonne business.

Arbonne Independent Consultants that violate this Conflict of Interest policy, including but not limited to any Regional Vice President or above that is reclassified to the Consultant rank as described above, may also be subject to the disciplinary sanctions set forth in Sections 3.10 and 9.3.

*The provisions of this Section 3.8 shall survive the termination, cancellation or expiration of the Agreement.*

### **3.9. CONFIDENTIAL INFORMATION**

All Arbonne Independent Consultant genealogical, SuccessLine, Arbonne WebStats or group lists or reports (collectively “SuccessLine Activity Reports”) are confidential, proprietary information of Arbonne, and constitute a business trade secret belonging to Arbonne. SuccessLine Activity Reports contain critical data relating to the identities of Arbonne Independent Consultants, Clients, sales information and sponsoring activity of each Arbonne Independent Consultant’s SuccessLine. They are provided to Arbonne Independent Consultants by Arbonne in strictest confidence and are made available to Arbonne Independent Consultants for the sole purpose of supporting their Clients and the Arbonne Independent Consultants in their SuccessLine organization to further develop their Arbonne business. Arbonne Independent Consultants should use their SuccessLine Activity Reports to manage, motivate and train their SuccessLine Arbonne Independent Consultants. Every Arbonne Independent Consultant who is provided such information must treat it as confidential and take care to maintain its secrecy and refrain from making any use thereof for any purpose other than the management of his or her SuccessLine. As a result of your position as an Arbonne Independent Consultant, you will have access to confidential information that you acknowledge to be proprietary, highly sensitive and valuable to Arbonne’s business, which information is being made available to you solely and exclusively for purposes of furthering the sale of Arbonne products and prospecting, training and sponsoring third parties who wish to become Arbonne

Independent Consultants, and to further build and promote your Arbonne business.

The Arbonne Independent Consultant and Arbonne agree that, but for this agreement of confidentiality and nondisclosure, Arbonne would not provide SuccessLine Activity Reports or other Arbonne confidential information to the Arbonne Independent Consultant. During any term of the Agreement, and for a period of five years after the termination or expiration of the Agreement between the Arbonne Independent Consultant and Arbonne, for any reason whatsoever, the Arbonne Independent Consultant shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

1. Disclose any Arbonne confidential information, including information contained in any SuccessLine Activity Report, to any third party directly or indirectly;
2. Directly or indirectly disclose the password or other access code to his or her SuccessLine Activity Report;
3. Use the SuccessLine Activity Report or any other Arbonne confidential information to compete with Arbonne, engage in activity in violation of Section 3.8 or for any purpose other than promoting Arbonne; nor
4. Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any SuccessLine Activity Report obtained while the Agreement was in effect.

*The provisions of this Section 3.9 shall survive the termination, cancellation or expiration of the Agreement.*

### **3.10. REMEDIES FOR DISCLOSURE OF CONFIDENTIAL INFORMATION AND VIOLATION OF CONFLICTS OF INTEREST**

Each Arbonne Independent Consultant acknowledges that Arbonne would suffer irreparable harm as a result of any unauthorized disclosure or use of Arbonne’s confidential information, including any SuccessLine Activity Report, or recruitment or solicitation of Arbonne Independent Consultants for another “direct selling” company in violation of Sections 3.8 and 3.9, and that monetary damages are insufficient to compensate Arbonne for such harm. Therefore, if any Arbonne Independent Consultant is in breach of these Sections, Arbonne is entitled to an injunction or temporary restraining order, without notice to such Arbonne Independent Consultant, restraining any unauthorized disclosure or use of the confidential information or any recruiting or soliciting in violation of Sections 3.8 or 3.9 in addition to any other available remedy, including damages. In any such action, if Arbonne prevails, each Arbonne Independent Consultant agrees that he or she will reimburse Arbonne for its costs and reasonable attorneys’ fees incurred in connection with taking the legal action. As to Arbonne, Arbonne Independent Consultants waive all bonding requirements otherwise applicable to a temporary restraining order and/or injunction.

*The provisions of this Section 3.10 shall survive the termination, cancellation or expiration of the Agreement.*

### **3.11. NON-DISPARAGEMENT**

Arbonne Independent Consultants must not disparage Arbonne, other Arbonne Independent Consultants, Arbonne’s products or services, the SuccessPlan, Arbonne’s employees or those of any other competing company. Disparagement of Arbonne may result in termination.

### 3.12. RE-PACKAGING ARBONNE PRODUCT

Arbonne products may only be sold in their original packages. Arbonne Independent Consultants shall not repack, re-label, or tamper in any way with any product packaging. "Testers" should be clearly marked as such and should not be sold.

### 3.13. ACTIONS OF HOUSEHOLD MEMBERS

If any member of an Arbonne Independent Consultant's immediate household engages in any activity which, if performed by the consultant, would violate any provision of the Independent Consultant Agreement, including these Policies & Procedures, such activity will be deemed a violation by the Arbonne Independent Consultant and Arbonne may take disciplinary action pursuant to the Policies & Procedures against the Arbonne Independent Consultant. Similarly, if any individual associated in any way with a Business Entity violates the Independent Consultant Agreement, including these Policies & Procedures, such action(s) will be deemed a violation by the Business Entity and Arbonne may take disciplinary action against the Business Entity.

### 3.14. COMMERCIAL OUTLETS

#### 3.14.1. RETAIL OUTLETS

Arbonne is a person-to-person marketing company. Presentations, business meetings and personal contacts of Arbonne Independent Consultants are the primary permissible venues where Arbonne products and the opportunity are intended to be presented. Arbonne does not authorize its products to be sold or displayed in retail outlets. Arbonne products may not be displayed and/or sold to the general public in any office or business/commercial outlet, or through home shopping network programs (i.e., HSN, QVC). Arbonne products may not be displayed in public view, such as in a window display.

Examples of outlets that may not sell Arbonne products or display Arbonne Tools or other promotional materials include, but are not limited to: department stores, beauty supply stores, supermarkets, drug stores, health food stores, discount establishments, swap meets, mall carts, kiosks, and flea markets.

As a limited exception to the foregoing rule, product may be sold or displayed in: (1) offices and other areas located in private clubs that are not accessible to, or in view of, the general public; or (2) the private offices of professionals who operate by appointment only (e.g., doctors, dentists, chiropractors, etc.) and beauty salons. Approval, at Arbonne's sole discretion, will not be given for venues that are not conducive to the professional image Arbonne wishes to portray. Arbonne products may not be sold or displayed in any other public retail/service locations.

#### 3.14.2. EXHIBITS AND TRADESHOWS

An Arbonne Independent Consultant may not sell or promote Arbonne products on the premises of any ongoing or frequently recurring event, except at events limited in duration with an environment promoting Arbonne's standard of excellence, such as, but not limited to, state fairs, holiday boutiques, school carnivals, health fairs, conventions, tradeshows, bridal shows, modeling shows and pageants.

Arbonne reserves the right to prohibit an Arbonne Independent Consultant's ability to sell through a commercial outlet if the Arbonne Independent Consultant or outlet is presented, or engages, in any activity that in Arbonne's sole discretion is not in Arbonne's best interests.

### 3.15. TERRITORIES

By signing the Arbonne Independent Consultant Application & Agreement, an Independent Consultant may sell, sponsor, train and build his or her business anywhere within the United States, its territories, and any other country in which Arbonne is authorized to conduct business as announced from time to time in official Arbonne literature (the "Authorized Countries"). There are no restrictions on the location of an Independent Consultant's territory within any of the Authorized Countries.

### 3.16. SALES IN AUTHORIZED COUNTRIES ONLY

Arbonne Independent Consultants are authorized to sell Arbonne products and enroll Clients or Arbonne Independent Consultants only in the Authorized Countries. In all instances, Arbonne Independent Consultants must comply with any and all applicable laws, regulations, and requirements, as well as Arbonne's requirements for doing business internationally. Arbonne products purchased in the United States cannot be delivered or sold in any foreign country for the purpose of resale. Arbonne products purchased by Arbonne Independent Consultants for resale in another Authorized Country must be purchased from Arbonne in such country for delivery within that country. No Arbonne Independent Consultant may sell, give, transfer, import, export or distribute Arbonne products or Tools in any unauthorized country. In addition, no Arbonne Independent Consultant may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Clients or Arbonne Independent Consultants; or (c) conduct any other activity for the purpose of selling Arbonne products, establishing a SuccessLine organization or promoting the Arbonne opportunity.

Any Arbonne Independent Consultant who operates an Arbonne business that is not in compliance with this Policy 3.16 shall forfeit of any commissions, bonuses or other forms of compensation or rewards earned as a result thereof and shall indemnify Arbonne for any damages, costs or losses sustained as a result of Arbonne Independent Consultant's failure to comply. In addition, Arbonne may, at its sole discretion, suspend the purchasing privileges or terminate the Independent Consultant Agreement of any Arbonne Independent Consultant that violates this policy.

### 3.17. 1.800.ARBONNE CLIENT REFERRAL

Potential Clients or Arbonne Independent Consultants often contact the Home Office to ask for a referral to place an order and/or to become an Arbonne Independent Consultant. Arbonne will make every effort to refer leads back to the Arbonne Independent Consultant who was responsible for the initial contact. If Arbonne is unable to determine the originating Arbonne Independent Consultant or if the caller states they have not had previous contact with an Arbonne Independent Consultant, the caller will be directed to the Independent Manager who lives nearest to them geographically. If there are two Independent Managers in the same city, the caller may choose the one who lives the closest. If an Independent Manager does not live in the same city, Arbonne will assist the caller in locating an Independent Manager in the city or town closest to the caller. A referral letter will be sent to the caller with the name, address and phone number of the Independent Regional Vice President who is the upline of the nearest Independent Manager. The Independent Regional Vice President will promptly receive a fax or e-mail from the Home Office, with all the pertinent information. The Independent Regional Vice President is responsible for follow-up on the referral and will assign the referral to the recommended Independent

Manager or other Independent Manager. See Policy 4.5 for Internet Client Referrals.

### **3.18. SPONSORING**

The Arbonne Independent Consultant who makes an initial contact with a potential new Arbonne Independent Consultant is usually the one who sponsors him or her; however, if several Arbonne Independent Consultants contact the same individual, the Arbonne Independent Consultant who signs the Independent Consultant Application & Agreement submitted to Arbonne by the prospective Arbonne Independent Consultant will be deemed his or her sponsor. All Arbonne Independent Consultants have the right to sponsor others to become Arbonne Independent Consultants.

### **3.19. CONSULTANT SPONSORED PROMOTIONS AND INCENTIVES**

Arbonne Independent Consultants may offer personal recognition for consultants in their SuccessLine organizations, as long as such programs are not recruitment based bonus plans (commonly referred to as head hunting plans) or could cause consultants to purchase excess inventory. Because there are varying laws that govern contests, each Arbonne Independent Consultant is responsible for ensuring that his or her activities are legally permissible. Sweepstakes and lotteries are not permitted.

## **SECTION 4 – INTERNET POLICIES**

### **4.1. SELLING PRODUCTS ONLINE**

Each Arbonne Independent Consultant is offered the opportunity to purchase, through a third party company, an Arbonne-approved consultant Web site for selling products online using a direct link to Arbonne's internet shopping Web site. Online orders will be fulfilled directly by Arbonne; however, the Arbonne pages will remain within the consultant's Web site so that guests virtually never leave the consultant's Web site. In order to maintain the integrity of Arbonne's brand name, product line and the Client/Consultant relationship, Arbonne Independent Consultant's may only sell Arbonne products online, including current and past Arbonne merchandise, campaign materials and any other promotional materials (collectively, "Products") through the MyArbonne.com Web Site Replicating Program. Any other online sales media, including independent Web sites, online malls or auction sites, such as, but not limited to eBay, are prohibited. Sales of products on Ebay or other auction sites shall result in immediate suspension followed by disciplinary sanctions.

### **4.2. SEARCH ENGINES AND META-TAGS**

Arbonne Independent Consultants agree to cooperate fully with Arbonne so that Internet search engines list Arbonne's Web site, arbonne.com, as the first search result when an Internet browser makes a query containing the name "Arbonne" or any one of Arbonne's product names or trademarks.

Pay for placement listings in online search engines or directories are only permitted for generic search terms such as cosmetics, skin care, hair care, beauty, aromatherapy, makeup, nutrition, etc.

Pay for placement listings using the Arbonne name, Arbonne product names or trademarks as the target keywords are strictly prohibited and in direct violation of Arbonne's Policies & Procedures. Pay for placement listings include listings that appear in search results as well as display ads that appear on a search engine's search results page.

The search string, titles or descriptions that you provide to search engines or online directories must not contain the Arbonne name, Arbonne product names or trademarks. You may reference any generic topics (e.g., cosmetics, skin care, hair care, beauty, aromatherapy, makeup, nutrition, body care, baby care).

Meta-tags placed in a Web site, such as "title," "description" and "keywords," can contain the Arbonne name, Arbonne product names or trademarks only if placed in your MyArbonne.com Web site. Arbonne Independent Consultant Web sites outside of the MyArbonne.com program may not use the Arbonne name, Arbonne product names or trademarks in their meta-tags.

If your Arbonne Independent Consultant Web site is no longer displayed on the Internet, you must contact the search engine or online directory provider to remove your submission or listing.

### **4.3. MYARBONNE.COM WEB SITE REPLICATING PROGRAM**

Arbonne's Independent Consultant Web Site Replicating Program is a cost effective way for eligible Consultants (which shall be defined for this program only to include Consultant, Manager and Vice President) to quickly and easily establish a business presence online and start automating specific business tasks. With this program, eligible Consultants, can sell Arbonne products and sponsor new Preferred Clients and Consultants online from their MyArbonne.com Web site, all linked directly to their Arbonne ID. They can also receive online referrals from arbonne.com through a third party company, InetHostCo, and by signing up at MyArbonne.com, eligible Consultants have the option to pay an annual fee of \$120 (or two years for \$219; three years for \$299) for a Web site that will include the following:

- Five total pages — three editable by the eligible consultant, and two Arbonne supplied and updated pages one to Shop Online and the other to a "Product Specials" page which will include monthly product specials and Internet Specials. The Arbonne pages will remain within the eligible consultant's Web site template, so guests virtually never leave the consultant's site.
- Online Sponsoring through the Online Consultant Application & Agreement.
- New Client online registration.
- WebStats reporting and tracking of sales generated from your Web site.
- Online sales and new Consultant sponsoring directly linked to your Arbonne ID.
- Client referrals from arbonne.com. Only subscribers of the MyArbonne.com program will receive new Client referrals generated from arbonne.com.
- Multiple design templates to choose from.
- Personal Web site address within the MyArbonne.com domain, chosen by eligible Consultant (i.e. skincaregirl.MyArbonne.com).
- One e-mail account for sending and receiving e-mail, address chosen by eligible Consultant (i.e. suziq@MyArbonne.com).
- One or up to three year(s) of Web Hosting, depending on fee plan chosen.
- A Guest Book to collect, store and manage guest, and Client information.

- An e-mail-marketing tool allowing eligible Consultants to send e-mails to Guest Book e-mail addresses.
- A Web site visitor counter.

By participating in the MyArbonne.com Independent Consultant Web Site Replicating Program, you agree to abide by all of the Policies & Procedures set forth on the www. MyArbonne.com Web site, including the InetHostCo Web Site Service Agreement and Acceptable Use Policy.

#### 4.3.1. NO WEB SITE WARRANTIES

Arbonne makes no guarantees or representations regarding the success or usefulness of participating in the MyArbonne.com Independent Consultant Web Site Replicating Program. **INTERNET SERVICES PROVIDED BY ARBONNE OR INETHOSTCO ARE SOLELY PROVIDED “AS IS.” ARBONNE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.** Arbonne may not be held liable for any downtime on MyArbonne.com Web sites due to server delays or problems, viruses, maintenance or any other reason whatsoever.

#### 4.3.2. INTERNET CLIENT REFERRALS

Clients who want to purchase products online at arbonne.com, and are not linked to an Arbonne Independent Consultant, will be directed to an eligible Consultant Web site participating in the MyArbonne.com program. Based on the new Client’s zip code, the Web site for the eligible Consultant closest by zip code will appear on the screen after the requested information is submitted. When more than one eligible Consultant in the program lives in that zip code, the Web site of the Consultant with the highest Personal Retail Volume (PRV)/Personal Qualifying Volume (PQV) to date that month will be selected to come up on the screen. The contact information entered by the Client referral is also e-mailed to the eligible Consultant selected as part of this process. See Policy 3.18 for 1.800.ARBONNE Client Referrals.

Only Independent Consultants participating in the MyArbonne.com program will receive new Client referrals from arbonne.com. There are two locations within arbonne.com from which new Clients are referred once it is determined that a shopper has never ordered from a Consultant before: (1) the “Locate a Consultant” page in the regular Web site; and (2) “Shop Online.”

#### 4.3.3. MYARBONNE.COM MANDATORY REQUIREMENTS

Web site parameters for all MyArbonne.com Web sites include the following mandatory requirements:

- Web site content and images must comply with all of Arbonne’s Policies & Procedures.
- The words “Arbonne Independent Consultant” must be on the Home Page along with the consultant’s name or business entity.
- In no way should the site give the impression of representing Arbonne International®, the company, rather than an Arbonne Independent Consultant. This includes using Arbonne or Arbonne International as the title for any page within the Web site, especially the Home Page.

- Web sites cannot include product or opportunity information offered by any company other than Arbonne International.
- Except for the link to Arbonne’s Web site, Web sites may not have external links.
- Selling Arbonne products online outside of the MyArbonne.com program is strictly prohibited.
- Sponsoring Arbonne Independent Consultants online via an electronic signature application or online form is not permitted outside of the MyArbonne.com program.
- Product and botanical images from arbonne.com can be downloaded to a Web site. People or model images (other than Arbonne Independent Consultants or Home Office staff) cannot be downloaded or copied due to copyright laws.
- Copy downloaded from arbonne.com or taken from printed Arbonne literature must be used exactly as printed or written. Changing a word or two may change the real meaning or definition.
- Web sites that contain earning claims must include the Income Disclaimer found in Policy 3.3.10 and a link to the Independent Consultant Compensation Summary at [www.arbonne.com/company/iccs.asp](http://www.arbonne.com/company/iccs.asp).
- Web sites should not present false or misleading information about Arbonne, the Arbonne opportunity or your relationship with Arbonne.
- Web site must not contain medical claims or statements as outlined in Policy 3.3.9.
- Arbonne Independent Consultants may not publish, post or distribute any material on their Web sites or in connection with Arbonne that is defamatory, libelous, disparaging, threatening, offensive, harassing, abusive, obscene, pornographic, in violation of applicable law, or that inhibits others from enjoying the Arbonne Web site or Consultant Web sites.
- Arbonne Independent Consultants may not violate or infringe on the rights of others, including privacy, publicity and proprietary rights.
- Arbonne Independent Consultants agree not to interfere or take action that results in interference with or disruption of the Arbonne or Consultant Web sites or servers or networks connected to the foregoing. Arbonne Independent Consultants agree not to attempt to gain unauthorized access to computer systems or networks connected to the foregoing.
- It is the sole responsibility of each Arbonne Independent Consultant to ensure that his or her Web site fully complies with Arbonne’s Internet Guidelines, as well as with all applicable federal and state rules and regulations.
- All Web sites must clearly and conspicuously identify the owner of the site as an Arbonne Independent Consultant for Arbonne International®. No blind sites are permitted.

ARBONNE DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED IN ANY WAY TO MYARBONNE.COM WEB SITES. Arbonne Independent Consultants will be held responsible for any statements or other content that is posted on consultants’ Web sites or e-mail, including liability for harm caused by such statements or material.

#### 4.4. GRANDFATHERED INDEPENDENT WEB SITES

Arbonne Independent Consultants with an information-only Web site prior to January 1, 2003, are not required to convert to the MyArbonne.com program. However, a link to either arbonne.com or the Consultant's MyArbonne.com Web site must be included on the Home Page and the site must have already been approved by Arbonne. Web sites publicly launched on or after January 1, 2003, are prohibited except for Web sites approved as part of the MyArbonne.com program.

Web site parameters for all Grandfathered Independent Web Sites include the following mandatory requirements:

- Web site content and images must comply with Arbonne's Policies & Procedures.
- The words "Arbonne Independent Consultant" must be on the Home Page along with the Consultant's name or business entity.
- In no way should the site give the impression of representing Arbonne International®, the company, rather than an Arbonne Independent Consultant. This includes using Arbonne or Arbonne International as the title for any page within the Web site, especially the Home Page.
- Web sites cannot include product or opportunity information offered by any company other than Arbonne International.
- Except for the link to Arbonne's Web site or to your MyArbonne.com Web site, Grandfathered Independent Web sites may not have external links.
- Selling Arbonne products online through a Grandfathered Independent Web Site is strictly prohibited. Arbonne products may only be sold online through a MyArbonne.com Web site.
- Sponsoring Arbonne Independent Consultants online through a Grandfathered Independent Web Site via an electronic signature application or online form is strictly prohibited. Such activity is not permitted outside of the MyArbonne.com program.
- Product and botanical images from arbonne.com can be downloaded to a Web site. People or model images (other than Arbonne Independent Consultants or Home Office staff) cannot be downloaded or copied due to copyright laws.
- Copy downloaded from arbonne.com or taken from printed Arbonne literature must be used exactly as printed or written. Changing a word or two may change the real meaning or definition.
- Web sites that contain earning claims must include the Income Disclaimer found in Policy 3.3.10 and a link to the Independent Consultant Compensation Summary at <http://www.arbonne.com/company/iccs.asp>.
- Web sites should not present false or misleading information about Arbonne, the Arbonne opportunity or your relationship with Arbonne.
- Web site must not contain medical claims or statements, as outlined in Policy 3.3.9.
- Arbonne Independent Consultants may not publish, post or distribute any material on their Web sites or in connection with Arbonne that is defamatory, libelous, disparaging, threatening, offensive, harassing, abusive, obscene, pornographic, in violation

of applicable law, or that inhibits others from enjoying the Arbonne Web site or consultant Web sites.

- Arbonne Independent Consultants may not violate or infringe on the rights of others, including privacy, publicity and proprietary rights.
- Arbonne Independent Consultants agree not to interfere or take action that results in interference with or disruption of the Arbonne or consultant Web sites or servers or networks connected to the foregoing. Arbonne Independent Consultants agree not to attempt to gain unauthorized access to computer systems or networks connected to the foregoing.
- It is the sole responsibility of each Arbonne Independent Consultant to ensure that his or her Web site fully complies with Arbonne's Internet Guidelines, as well as with all applicable federal and state rules and regulations.
- All content (including graphics) must be submitted to Arbonne and receive written approval prior to launching the content on the Internet, including without limitation, content or material for search engines or hyperlinks.
- All Web sites must clearly and conspicuously identify the owner of the site as an Arbonne Independent Consultant for Arbonne International®. No blind sites are permitted.

**ARBONNE DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED IN ANY WAY TO GRANDFATHERED INDEPENDENT WEB SITES.** Arbonne Independent Consultants will be held responsible for any statements or other content that is posted on Consultants' Web sites or e-mail, including liability for harm caused by such statements or material.

#### 4.5. WEB SITE DOMAIN NAME AND E-MAIL ADDRESSES

The use of the Arbonne name within a URL address/domain name or e-mail address is not permitted (i.e. arbonnegirl.com, isellarbonne.com or arbonnegirl@aol.com). Arbonne Independent Consultants may not use any domain name or e-mail address that includes any reference, whether abbreviated or not, to Arbonne's name, product or services, except in connection with the MyArbonne.com program. The Arbonne name is a registered trademark. Only Arbonne International is authorized to produce and market products and literature under this trademark. The production of any literature under the Arbonne name, or the distribution of any information, electronic or otherwise, is only allowed with the prior written permission from Arbonne.

#### 4.6. LINKING

In no event shall your MyArbonne.com Web site or Grandfathered Independent Web Site contain links to an e-mail or another Web site, other than arbonne.com Web pages. In no event can a Web site, advertisement or other internet content link to your MyArbonne.com Web Site or Grandfathered Independent Web Site.

#### 4.7. REDIRECTING URLS

Arbonne Independent Consultants shall only use the URL assigned to their MyArbonne.com Web site to direct Web traffic to that site. Arbonne Independent Consultants shall not use any other domain name or URL and redirect Web traffic to their MyArbonne.com Web site from such other URL.

#### 4.8. TELEPHONE AND FAX SOLICITATION

Arbonne Independent Consultants shall not use any form of automatic calling devices or “boiler room” operations in connection with their Arbonne business. Arbonne Independent Consultants must comply with the numerous federal and state laws and regulations applicable to unsolicited telephone and fax solicitations. These include, but are not limited to, compliance with the Federal Communications Commission’s (“FCC”) and the Federal Trade Commission’s (“FTC”) “Do Not Call” rules. In many cases, State laws are more restrictive than federal law.

Arbonne Independent Consultants are not authorized to engage in telemarketing activities on Arbonne’s behalf. If you, as an Arbonne Independent Consultant, decide to engage, on your own behalf, in any type of telephone or fax solicitation, it is your responsibility to consult with an attorney who is knowledgeable about this area of law and familiarize yourself with applicable federal law and the laws of any state in which you conduct business. Arbonne cannot give you legal advice.

Beware that there is a fine of up to \$11,000.00 per violation of the FTC’s and the FCC’s respective Do Not Call rules, and other severe penalties for violating other laws applicable to telephone and fax solicitations. Therefore, unless an Arbonne Independent Consultant has carefully studied the requirements of the rules and designed a strict compliance program, the Consultant should not engage in placing unsolicited telephone calls to prospects.

#### 4.9. SPAM

Arbonne does not permit Arbonne Independent Consultants to send unsolicited commercial e-mails unless such e-mails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any e-mail sent by a Arbonne Independent Consultant that promotes Arbonne, the Arbonne opportunity, or Arbonne products and services must comply with the following:

- i. There must be a functioning return e-mail address to the sender.
- ii. There must be a notice in the e-mail that advises the recipient that he or she may reply to the e-mail, via the functioning return e-mail address, to request that future e-mail solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- iii. The e-mail must include the Arbonne Independent Consultant’s physical mailing address.
- iv. The e-mail must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- v. The use of deceptive subject lines and/or false header information is prohibited.
- vi. All opt-out requests, whether received by e-mail or regular mail, must be honored. If an Arbonne Independent Consultant receives an opt-out request from a recipient of an e-mail, the Arbonne Independent Consultant must forward the opt-out request to the Company.

Arbonne may periodically send commercial e-mails on behalf of Arbonne Independent Consultants. By entering into the Consultant Agreement, the Independent Consultant agrees that the Company may send such e-mails and that the Independent Consultant’s physical and e-mail addresses will be included in such e-mails as outlined

above. Arbonne Independent Consultants shall honor opt-out requests generated as a result of such e-mails sent by the Company.

#### 4.10. PRIVACY POLICY

Arbonne Independent Consultants may not collect, distribute or gather personal or aggregate information, including Internet or e-mail addresses about other Arbonne Independent Consultants or their Clients or potential Clients. Arbonne Independent Consultants agree to abide by the Privacy Policy set forth on Arbonne’s Web site and to honor and extend those same policies to persons visiting Consultant Web sites.

#### 4.11. ELECTRONIC ADVERTISING

Arbonne strictly prohibits any advertising or other information or content on the Internet, except on Web sites that are part of the MyArbonne.com program, independent Web sites that have been approved by Arbonne, or as part of online banner or display ads that conform to Arbonne’s advertising guidelines and have been approved by Arbonne. Online banners or display ads must be submitted to Arbonne for approval prior to posting online. Online banners or display ads must link a user to a MyArbonne.com Web site or an independent Web site that has been approved by Arbonne. Advertising or information included in Internet Classified ads or I-malls of any type are prohibited, as well as advertising on bulletin boards, e-mail or list servers and the like. You may fax your request for approval to Attn: Compliance Dept. at 949.705.3283 or submit your request via our online contact form, available at [arbonne.com/contact.us](http://arbonne.com/contact.us).

#### 4.12. INTERNET CONSULTANTS

Become an Arbonne “Internet Consultant” by receiving a four-digit password and enjoy the following Internet capabilities:

- Online ordering and sponsoring at [arbonne.com](http://arbonne.com).
- Exclusive access to the Internet Consultant area of [arbonne.com](http://arbonne.com) and WebStats (statistical information on personal and/or SuccessLine Retail Volume/Qualifying Volume).

PLUS, new and exciting Internet capabilities as available.

To receive a four-digit password, simply go to the [arbonne.com](http://arbonne.com) Web site and click on the “Internet Consultant” link. The next screen will be the Internet Consultant “Log In” screen. Click on the link that says “Click Here To Have Your PIN Number E-Mailed To You!” toward the bottom of the screen. Enter your Arbonne ID and last four digits of your Social Security number. Your password will be sent by e-mail to the e-mail address we have on file for you. If you do not have an e-mail address on file please call 1.800.ARNONE and a Customer Service Representative will provide you with your password. Information required to receive a password includes:

- Independent Consultant Name
- Arbonne ID
- Independent Consultant E-mail Address
- Independent Consultant’s Last Four Digits of Their Social Security Number

#### 4.13. ARBONNE WEBSTATS

All Arbonne Independent Consultants have the capability to access WebStats — real-time information about their sales and sponsoring activities. WebStats provides Arbonne Independent Consultants with

important information, including current and historical Group Sales Volume, sponsoring information, order information, Client information, Client order history, Web reports and profiles. Use the same password to log into WebStats and the "Internet Consultant" section of the Arbonne Web site.

Once online, go to WebStats and enter your eight digit Arbonne ID (i.e. 10000294). Key in your four digit Consultant PIN/password and click on "Login." From the Internet Consultant Home Page, click on WebStats button at the top. Hint: You can always update the information displayed by clicking on your browser's "Refresh" or "Reload" button.

## SECTION 5 – ORDERS AND SHIPPING

### 5.1. PLACING ORDERS

Orders placed directly through the corporate office may be made by mail, express carrier, fax, phone or Internet. All orders, except phone and Internet orders, must be completed on an Arbonne Product Order form. Order forms will not be processed if reduced before mailing or faxing. With one shipping destination per order, Arbonne Independent Consultants may request the products to be shipped directly to themselves or their Clients. Declined or improperly completed credit cards are processed on the day the amount charged to the card is approved by the cardholder's bank.

### 5.2. COMBINED ORDERS

Arbonne Independent Consultants may not place orders under another Arbonne ID or combine orders with another Arbonne Independent Consultant. This policy is to preserve the maintenance of product quality control, accuracy of point accumulations for awards and recognition, SuccessPlan benefits, sales tax and income reporting.

### 5.3. MANIPULATING ENROLLMENTS AND SALES VOLUME

Arbonne Independent Consultants must not manipulate enrollments of new applicants or product purchases, as this may constitute bonus buying. All Independent Consultant Application & Agreement forms and product orders must be sent to Arbonne or entered online within seven days from the time they are signed by a Arbonne Independent Consultant or placed by a Client, respectively. "Bonus buying" is strictly prohibited.

### 5.4. RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND CHECKING ACCOUNT ACCESS

Arbonne Independent Consultants shall not permit other Arbonne Independent Consultants or Clients to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company.

### 5.5. AUTOSHIP

Autoship is the easy way to receive your favorite products automatically each month. Just place a standing order for any of your favorite products by submitting your Autoship order at [arbonne.com](http://arbonne.com), Shop Online section or by filling out the Autoship Program Agreement and Arbonne will automatically ship them to you each month. The minimum Autoship order is \$20.

You can earn rewards every six months on Autoship. This program rewards Autoship participants with virtual vouchers good toward free product when their monthly Autoship orders average \$125+, \$250+ or

\$500+ SRP every six months. The six month cycle begins the month your Autoship order reaches \$125+.

Autoship Average Every 6 Months = Free Product Voucher		
\$125–\$249.99 SRP order	=	\$125 voucher
\$250–\$499.99 SRP order	=	\$250 voucher
\$500+ SRP order	=	\$500 voucher

Product vouchers are non-overrideable and cannot be applied to shipping fees. Vouchers are valid for six months from issue date. Vouchers are tracked by Arbonne ID, are nontransferable and have no cash value. The voucher is virtual. Qualifying orders will be notified online or by phone operator, an actual voucher will not be received.

All new or amended Autoship orders completed online must be submitted at least seven days prior to the Autoship shipment date in order to be processed that month. Any online Autoship orders submitted less than seven days from the next shipment date will be processed the following month. New or amended Autoship orders submitted by mail or fax must be received by Arbonne at least 14 days prior to the Autoship shipment date in order to be processed that month. If the mailed or faxed Autoship Agreement form is not received within 14 days of the next shipment date, it will be processed the following month. Autoship orders are charged to your credit card up to seven business days before the order is shipped. Should your annual renewal fee be due before or after your Autoship date it will be automatically charged along with your order. When a challenge arises with Autoship payment processing, a courtesy call is made to the Arbonne Independent Consultant. In order to process and expedite problem orders, a return call from the Arbonne Independent Consultant must be received before that month's Autoship shipment.

### 5.6. SALES TAXES

In designing the Arbonne opportunity, one of our guiding philosophies has been to free Arbonne Independent Consultants from as many administrative, operational, and logistical tasks as possible. By doing so, Arbonne Independent Consultants are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, Arbonne relieves Arbonne Independent Consultants of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes.

By virtue of its business operations, Arbonne is required to charge sales taxes on all purchases made by Arbonne Independent Consultants and Clients, and remit the taxes charged to the respective states and local taxing jurisdictions. Accordingly, Arbonne will collect and remit sales taxes on behalf of Arbonne Independent Consultants, based on the suggested retail price of the products, according to applicable tax rates in the state or local taxing jurisdictions to which the shipment is destined. If an Arbonne Independent Consultant has submitted, and Arbonne has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Arbonne Independent Consultant. Exemption from the payment of sales tax is applicable

only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by Arbonne is not retroactive.

The taxability of products and sales tax rates differ by state. Additionally, an increasing number of local taxes (county and city) are being initiated throughout the country. This could result in a disparity in what Arbonne charges an Arbonne Independent Consultant and what the Arbonne Independent Consultant in turn can charge a retail Client depending upon where the sale occurs. The difference should be brought to the attention of Arbonne Customer Service Department for adjustment. Arbonne Independent Consultants must provide date of sale, state, county, city and rate of tax where sold, total retail sales and the amount of the additional tax due, or credit due. It is the responsibility of each Arbonne Independent Consultant to know what products are taxable and at what rate. If you have questions regarding taxability and rates, contact your state or local department of revenue for assistance.

#### **5.7. TELEPHONE ORDERING HOURS**

Arbonne's toll-free number, 1.800.ARBONNE, is for charging orders to a Visa, MasterCard, Discover/Novus, or American Express credit card. The toll-free number is also available for Customer Service assistance to all Clients and Arbonne Independent Consultants.

Telephone hours are 6 a.m. to 6 p.m. Pacific Time, Monday through Friday. Saturday hours are 6 a.m. to 3 p.m. Pacific Time. When the last day of the month is a Sunday, the preceding Saturday will be considered the last business day of the month and the hours will be 6 a.m. to 6 p.m. Pacific Time.

All orders and applications are processed no later than the following business day from the day they are received by the Home Office. Arbonne cannot process an order retroactively, nor hold the order for future processing. Telephone orders must be received by the end of the last business day of the month, fax orders and applications must be received by 6 p.m. in order to qualify for overrides, rewards, incentives or any portion of the Arbonne SuccessPlan in that month.

Arbonne strives to ensure that the privacy and security of all Independent Consultants and Clients is strongly upheld. For this reason, verification of the last four digits of Consultant/Client Social Security numbers will be conducted prior to all orders being placed.

#### **5.8. ORDER DEADLINES**

Faxed, mail, or express orders/applications must be received by 6 p.m. Pacific Time on the last business day of each month in order to be processed. Internet orders are accepted until 10 p.m. Pacific Time on the last business day of each month.

#### **5.9. MAIL ORDER PROCEDURES**

All properly completed mail and express carrier orders are processed no later than the following business day from when the order is received (excluding Saturdays,) by the Home Office. Mail orders must be received by 6 p.m. on the last business day of each month in order to be processed that day. Mail, including express delivery service, is not delivered on Saturdays and cannot be processed. Express carrier orders must be sent to Arbonne's street address with a request for morning delivery to ensure the order will be processed on the day it is received by the Home Office. Arbonne cannot be responsible for postal or express carrier delays.

Address all mail and express carrier orders to:

Arbonne International®  
Attn: Order Processing  
9400 Jeronimo Road  
Irvine, CA 92618

#### **5.10. FAX APPLICATION AND ORDER PROCEDURES**

Arbonne Independent Consultants may fax credit card orders to Customer Service at 949.855.3016 and fax Independent Consultant Application and Agreements to 949.855.3354. Please ensure all credit card information is filled out properly on the order form. When a challenge arises with your order, a courtesy call will be made to the appropriate party. A courtesy call may be made to the direct sponsor should a challenge arise with new applications. Fax orders and applications must be received by 6 p.m. Pacific Time on the last business day of each month in order to be processed that day.

#### **5.11. INTERNET ORDERING**

Orders can be placed via the Internet at [arbonne.com](http://arbonne.com) or through the MyArbonne.com Consultant Web sites 24 hours a day, yet are processed during regular business hours. Internet orders must be received by 6 p.m. Pacific Time on the last business day of each month in order to be processed that day.

#### **5.12. PAYMENT METHODS**

All orders placed through the Home Office may be paid by Visa, MasterCard, Discover/Novus, American Express, cashier's check or money order. The minimum order is \$20. Please do not submit cash. Orders for which the payment is declined do not apply toward deadlines, campaigns, Retail Volume/Qualifying Volume, commissions, bonuses, contests, or other rewards or remuneration.

#### **5.13. ORDER VARIANCES AND ADJUSTMENTS**

If an order does not match the payment remitted, due to a pricing or addition error, the difference will be deducted or added to the Arbonne Independent Consultant's discount and/or override or products/Business Aids will be added, deleted or substituted until the total value matches the amount remitted. To avoid unnecessary delays, please carefully check your order before submitting it to Arbonne.

#### **5.14. BACKORDERS**

Arbonne makes every effort to avoid backordered items. When backorders do occur, Arbonne makes every attempt to advise the Arbonne Independent Consultant or Client of backorders at the time the order is placed. This provides the opportunity to cancel the item on backorder or continue to process it with the order. If an order is placed for an item that is currently not in stock, the credit card will be charged when the order is taken. When the back ordered item arrives in our warehouse, it will be shipped either separately or in the next order. Arbonne reserves the right to choose the appropriate method of shipping.

For mail and fax orders, we make every attempt to contact Arbonne Independent Consultants and Clients that have placed orders for out-of-stock items to determine if they want to wait for the item. If we cannot reach the person placing the order within three business days, we will cancel the order for the individual item and will process the order for all remaining items, making the appropriate order payment and volume adjustments.

If an item is on backorder for 30 days, Arbonne Customer Service will contact the Arbonne Independent Consultant or Client regarding the delay and will give them the option to cancel the item or keep it on order. If we cannot make the contact, the backorder will be cancelled.

### **5.15. SHIPPING**

Arbonne makes every effort to ship products within 24 hours of receiving and processing an order, and most orders ship within this time frame. Due to heavy volumes during mid-month and end-of-month peak periods, some orders may take as long as 72 hours (three business days) to ship. Shipments in the continental United States may be sent by United Parcel Service (UPS), FedEx or the US Postal Service, and may take from one to seven business days to arrive, depending on the addressee's distance from the distribution center. Shipments to Alaska, Hawaii, and U.S. territories are generally sent by U.S. Priority Mail and delivery times may vary. Shipping & Handling fees are based upon the amount remitted for an order (product, Business Aids, etc.) prior to sales tax. UPS standard and express fees are outlined on the most current version of the Arbonne Consultant Product Order Forms. You may use FedEx by using your personal FedEx account number which can be obtained through your local FedEx office. Arbonne's Shipping Department takes great care to ensure that you receive the products ordered. If a product you ordered is not enclosed in your shipment, please check the packing list for an indication that the product was backordered. Backordered items may be sent as a separate shipment, at no additional cost to the Arbonne Independent Consultant. All incomplete shipments, except backorders, must be reported to the Arbonne Customer Service Department within five business days of shipment receipt. This allows for timely investigation and resolution of the shipment.

### **5.16. DAMAGED SHIPMENTS**

Arbonne makes every effort to prevent any product damage. When your order is shipped from Arbonne, it becomes the shipping company's responsibility to ensure that your order is received in good condition. If your order is not received in good condition, and it is not possible to reject the shipment, please contact the shipper immediately for return to Arbonne. After the shipment is picked up (or if you have rejected a shipment) notify the Arbonne Customer Service Department of your shipment return for further assistance in shipment replacement.

## **SECTION 6 – SALES**

### **6.1. QUALIFIED STATUS**

To participate in the management qualification programs and in the bonus and override programs, Arbonne Independent Consultants must accumulate a minimum of \$100 in Personal Retail Volume/ Personal Qualifying Volume that month. Please note that the Consultant Maintenance requirements will be applied to the Qualified Status requirement.

### **6.2. SALES RECEIPTS**

All Arbonne Independent Consultants must provide their retail Clients with two copies of an official Arbonne sales receipt at the time of the sale. These receipts set forth the Client Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Arbonne Independent Consultants must orally inform the buyer of his or her cancellation rights. Arbonne Independent Consultants must maintain all retail sales receipts for a period of two years and furnish them to Arbonne at the Company's request. Arbonne will maintain records documenting the purchases of Consultants' Direct Clients.

### **6.3. BONUS BUYING PROHIBITED**

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Consultant Application & Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Arbonne Independent Consultant; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Arbonne Independent Consultants ("phantoms"); (d) the use of a credit card by or on behalf of an Arbonne Independent Consultant when the Arbonne Independent Consultant is not the account holder of such credit card; (e) purchasing Arbonne products or services on behalf of another Arbonne Independent Consultant, or under another Independent Consultant's or Client's Arbonne ID, to qualify for commissions or bonuses; (f) any other mechanism by which strategic purchases are made to maximize commissions or bonuses when a Consultant has no bona fide use for the products purchased. Arbonne Independent Consultants may not inventory load nor encourage others to inventory load.

## **SECTION 7 – BONUSES AND COMMISSIONS**

### **7.1. OVERRIDE, BONUS AND COMMISSION QUALIFICATIONS**

An Arbonne Independent Consultant must be qualified and in compliance with the Agreement to receive overrides and bonuses. So long as a Independent Consultant complies with the terms of the Agreement, Arbonne shall pay overrides and bonuses to such Independent Consultants in accordance with the SuccessPlan. The minimum amount for which Arbonne will issue a check is \$25. If an Independent Consultant's overrides, bonuses and commissions do not equal or exceed \$25, the Company will accrue the overrides, bonuses and commissions until they total \$25. A check will be issued once \$25 has been accrued. All accrued commissions and bonuses will be paid out in the last commission cycle of the year regardless of the amount accrued. The last commission cycle ends in December, but commissions are not paid until January of the following year.

### **7.2. COMMISSION PAYMENTS, STATEMENTS, AND 1099s**

Override and bonus checks are processed and generated after the end of each month and are scheduled to mail within 10 business days after month-end. Attached to each check is an itemized statement of your earnings. Please retain all your itemized earnings statements for your tax records.

Direct deposit is available to those that achieve a title of District Manager or above. As a District Manager, if you wish to participate in this program, simply access the direct deposit form online in the Internet Consultant area.

Please allow time for the postal service to get your check to you. If you haven't received your check by the first day of the next month, please contact the Arbonne Customer Service Department to investigate.

1099s: Arbonne Independent Consultants, who receive checks totaling \$600 or more or anyone purchasing products totaling more than \$5,000 during a fiscal year, will receive a 1099 tax form per IRS regulations. Consultant discounts taken at the time of the order are NOT 1099 reportable. Please consult your tax advisor.

### **7.3. ADJUSTMENT TO BONUSES AND COMMISSIONS**

Arbonne Independent Consultants receive compensation based on the actual sales of products and services to end consumers. When a product is returned to Arbonne for a refund or is repurchased by the Company,

the discounts, overrides, commissions, bonuses, incentives, campaigns, promotional benefits, and other compensation attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Arbonne Independent Consultants who received bonuses and commissions on the sales of the refunded products.

#### **7.4. ERRORS OR QUESTIONS**

In the event an Arbonne Independent Consultant has questions about or believes any errors have been made regarding commissions, bonuses, SuccessLine Activity Reports, orders, or charges, the Independent Consultant must notify Arbonne within 60 days of the date of the purported error or incident in question. Arbonne will not be responsible for any errors, omissions or problems not reported to it within 60 days.

### **SECTION 8 – PRODUCT GUARANTEES, RETURNS AND INVENTORY RE-PURCHASE**

#### **8.1. CLIENT PRODUCT SATISFACTION GUARANTEE**

A 45-day money-back guarantee is offered on all Arbonne products. Clients not completely satisfied may return the purchased products to their Arbonne Independent Consultant for a replacement or full refund within 45 days from the Client purchase date. A signed and fully completed Product Return Form must accompany a product return. Shipping fees are non-refundable. Please allow four to six weeks for processing. Promotional products and gift items may not be available for replacement, and may, at Arbonne's discretion, be exchanged for an item of equal value.

8.1.1. The product guarantee applies only to Arbonne Independent Consultants, their personal Clients, and those who order from a MyArbonne.com Web site or directly from the company using a Arbonne ID.

#### **8.2. INDEPENDENT CONSULTANT RETURN POLICY**

Arbonne Independent Consultants who certify that they are purchasing product for personal consumption purposes only are subject to the same return policy as is extended to Clients (see Client Product Guarantee Policy above). Exchanged products, unlike returned products, will not result in a reduction of Retail Volume/Qualifying Volume or other sales benefits.

Arbonne Independent Consultants may not return inventory (distinguished as products purchased for personal or family use) or Business Aids which they personally purchased from Arbonne for a refund, unless the Arbonne Independent Consultant is voluntarily or involuntarily terminating their business relationship with Arbonne, or the Arbonne Independent Consultant's renewal is due and the Arbonne Independent Consultant has elected not to renew. Inventory being returned must be accompanied by the Independent Consultant's written and signed letter resigning, or stating his or her intention not to renew as an Arbonne Independent Consultant and a fully completed Product Return Form. Product and Business Aids returned at termination must be in Re-saleable (see definition of "Resaleable" in Section 11) condition and will be repurchased at 90% of the Independent Consultant's original purchase price less appropriate set-offs and legal claims, if any. Set-offs include, but are not limited to, those items identified in Policy 8.3, Commission and Bonus Recapture.

##### **8.2.1. MONTANA RESIDENTS**

A Montana resident may cancel his or her Independent Consultant Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.

#### **8.3. COMMISSION AND BONUS RECAPTURE**

8.3.1. All overrides, bonuses, commissions, incentives, campaigns, or other remuneration (collectively "remuneration") that has been paid to an Arbonne Independent Consultant and his/her upline based on the Retail Volume/Qualifying Volume associated with products that are subsequently returned will be deducted from the Independent Consultant and those upline that received remuneration based on such Retail Volume/Qualifying Volume. Valid Client product replacements and/or exchanges do not create a deduction.

8.3.2. All remuneration that has been paid to a terminating Arbonne Independent Consultant, based on the Retail Volume/Qualifying Volume associated with products that are subsequently returned, and any amounts due Arbonne from the Arbonne Independent Consultant for any other reason, are subject to deduction from the refund or repurchase amount. Overrides, bonuses and all benefits previously paid or earned on the returned marketable products by the terminating Arbonne Independent Consultant's upline will be deducted from such upline's subsequent commissions.

8.3.3. The Sales Volume associated with returned merchandise shall also be deducted from the Group Retail Volume/Group Qualifying Volume of the cancelling Arbonne Independent Consultant's upline. This may result in a drop in the upline's rank should there be insufficient Group Retail Volume/Group Qualifying Volume necessary for the upline to maintain qualification at such rank.

#### **8.4. PROCEDURES FOR ALL RETURNS**

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

8.4.1. Products must be returned, shipping pre-paid, by the Arbonne Independent Consultant to the Arbonne Corporate Office, Attn: Product Return 9400 Jeronimo Road, Irvine, CA 92618. Please allow four to six weeks for processing. Please be advised returns will not be accepted at Will Call or front office. All returns must be sent to our facilities via postal and delivery carriers.

8.4.2. All merchandise must be returned by the Arbonne Independent Consultant or Client who purchased it directly from Arbonne.

8.4.3. All returned products must have a Return Merchandise Authorization (RMA) number written on each carton returned. The RMA number may be obtained by calling Arbonne Customer Service at 1.800.ARNONE or going online at arbonne.com, enter the Internet Consultant area and click on the Customer Service section.

8.4.4. The return is accompanied by:

- A completed and signed Product Return Form;
- A copy of the original dated retail sales receipt; and
- The unused portion of the product in its original container.

8.4.5. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to Arbonne shipping pre-paid. Arbonne does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Arbonne Independent Consultant. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Independent Consultant or Client to trace the shipment.

8.4.6. If an Arbonne Independent Consultant is returning merchandise to Arbonne that was returned to him or her by a personal retail Client, the product must be received by Arbonne within 10 days from the date on which the retail Client returned the merchandise to the Independent Consultant, and must be accompanied by the sales receipt the Arbonne Independent Consultant gave to the Client at the time of the sale.

No refund or replacement of product will be made if the conditions of these rules are not met.

## **SECTION 9 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **9.1. GRIEVANCES AND COMPLAINTS**

When an Arbonne Independent Consultant has a grievance or complaint with another Independent Consultant regarding any practice or conduct in relationship to their respective Arbonne businesses, the complaining Independent Consultant should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter cannot be resolved, it must be reported in writing to the Compliance Department. The Compliance Department will review the facts and attempt to resolve it.

### **9.2. REPORTING POLICY VIOLATIONS**

Arbonne Independent Consultants observing a Policy violation by another Independent Consultant should submit a written report of the violation directly to the attention of the Arbonne Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. The Compliance Department may be contacted via our online contact form available at the "Contact Us" section of Arbonne's web site at [www.arbonne.com](http://www.arbonne.com).

### **9.3. DISCIPLINARY SANCTIONS**

Arbonne reserves the right to sanction any Arbonne Independent Consultant as specified in these Policies & Procedures when in Arbonne's sole discretion: (1) it is determined that the Arbonne Independent Consultant has violated any provisions of the Agreement, including the provisions of these Policies & Procedures in their current form and as they may be amended from time to time at Arbonne's sole discretion; (2) the Arbonne Independent Consultant has violated any laws, regulations, or standards of fair dealing; or (3) the Arbonne Independent Consultant has conducted him/herself in a fashion that, in Arbonne's sole discretion, damages or tarnishes the reputation or goodwill of Arbonne.

#### **9.3.1. DISCIPLINARY SANCTIONS**

Disciplinary sanctions may result, at Arbonne's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requirement that the Independent Consultant take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Withholding from an Arbonne Independent Consultant all or part of the Arbonne Independent Consultant's bonuses and commissions during the period that Arbonne is investigating any conduct allegedly violative of the Agreement (if an Arbonne

Independent Consultant's business is involuntarily terminated for disciplinary reasons, the Arbonne Independent Consultant will not be entitled to recover any commissions withheld during the investigation period);

- Suspension of the Arbonne Independent Consultant's Agreement and Arbonne business for one or more pay periods including, but not limited to, suspension of awards or benefits (i.e., vacations, pins, etc.);
- Suspension from speaking at Arbonne training seminars or other meetings representing Arbonne;
- Prohibition from attending any corporate or Arbonne-sponsored event (i.e., NTC, NVP retreats), even if the Arbonne Independent Consultant has otherwise qualified for the event;
- Revocation of the Arbonne Independent Consultant's rank and reclassification of rank to Consultant;
- Transfer of an Arbonne Independent Consultant, downline or an entire group to the next upline;
- Involuntary termination of the offending Arbonne Independent Consultant's Agreement and Arbonne business;
- Institution of legal proceedings for monetary and/or equitable relief in situations deemed appropriate by Arbonne; or
- Any other measure expressly allowed within any provision of the Agreement or which Arbonne deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Arbonne Independent Consultant's policy violation or contractual breach.

All disciplinary sanctions are in addition to Arbonne's right to terminate or cancel the Agreement and the Arbonne Independent Consultant's Arbonne business with or without cause.

#### **9.3.2. NOTICE OF DISCIPLINE**

Arbonne shall notify a disciplined Arbonne Independent Consultant by e-mail, U.S. mail, overnight courier, or other reasonable commercial means. Notice will be sent to the latest address listed with Arbonne for the Arbonne Independent Consultant. Sanctions shall become effective when sent or upon the Arbonne Independent Consultant's actual notice, whichever occurs first.

### **9.4. MEDIATION AND ARBITRATION**

Arbonne and Arbonne Independent Consultants each waive their respective rights to a jury or court trial to resolve any dispute arising from, or relating to, the Agreement except as expressly set forth herein.

All disputes and claims relating to Arbonne, or its past or present related entities, officers, directors, employees, investors, distributors or vendors, its marketing and compensation plan, its products, its services, the rights and obligations of an Independent Consultant and Arbonne, or any other claims or causes of action arising out of the relationship between the parties or relating to the performance of either an Independent Consultant or Arbonne under the Independent Consultant Agreement, or Policies & Procedures, or the purchase of products shall be submitted to mediation and if that is not successful, to final and binding arbitration as set forth herein. If a dispute arises, it is expected that the parties will attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner. In the event such efforts are unsuccessful, and as a prerequisite to filing a claim in arbitration, either party may serve a notice

requesting mediation (“Notice of Mediation”) on the other party. Notice of Mediation shall be personally delivered or sent by prepaid registered airmail or overnight courier, and shall be effective on receipt thereof by the party to whom it is addressed. Proof of receipt shall be a receipt signed by any officer or responsible official of the party to whom it is addressed. The Notice of Mediation shall be dated, and without prejudice to any right under this Agreement permitting subsequent modifications, shall specify the claims or issues that will be subjected to mediation, including the requested remedies sought in the mediation. The parties shall attempt, in good faith, to select a mutually acceptable mediator. Mediators are generally selected from the Panel of Mediators of Judicial Arbitration and Mediation Services, Inc. (“JAMS”) in Southern California or such panel of the mediators that the parties mutually agree is appropriate. If the parties are unable to agree on a mediator, the parties shall request that JAMS submit a list of seven proposed mediators (the “Mediator List”) to the parties. Within seven days after service of the Mediator List, each party shall submit a letter to JAMS that ranks four mediators on the Mediator List in order of preference and strikes the remaining three names. JAMS shall then select the mediator on the Mediator List with the highest combined ranking. The mediation shall take place in Orange County, California (or such other location as may be mutually agreed upon by the parties) within 45 days after the selection of the mediator or pursuant to the Mediator’s Scheduling Order. The parties agree to share equally the costs of the mediator’s fees and any other costs charged by JAMS in connection with the mediation. Each party shall bear their own costs for attorney’s fees, court reporter fees, transcript fees and other litigation costs that would otherwise be incurred in a court action. The mediation, and any materials, briefs, statements, documents, or information exchanged at or in anticipation of the mediation, shall be kept confidential and shall not be admissible for any purpose in any legal proceeding.

If differences cannot be resolved by mediation as set forth in the paragraph above, the parties agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to a trial by jury and settle their dispute by submitting the controversy to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”), except that all parties shall be entitled to discovery rights as limited by the arbitrator, but no greater than provided by the Federal Rules of Procedures then in effect. In order for a claim to be considered timely filed in arbitration, a party shall submit a demand for arbitration (the “Demand for Arbitration”), with the AAA, no later than 60 days after the date of the mediation. The Demand for Arbitration shall also be personally delivered or sent to respondent(s) by prepaid registered airmail or overnight courier, and shall be effective on receipt thereof by the party to whom it is addressed. Proof of receipt shall be a receipt signed by any officer or responsible official of the party to whom it is addressed. The Demand for Arbitration shall be dated and shall specify the claims or issues which are to be subject to arbitration, including the requested remedies sought in the arbitration. Any answer or cross-complaint shall be served within the deadlines set forth in the AAA’s commercial arbitration rules.

Upon service of the Demand for Arbitration, the parties shall attempt, in good faith, to select a mutually agreeable arbitrator from the AAA’s Panel of Arbitrators. The parties agree that the arbitrator shall be an attorney at law, who shall have expertise in business law transactions

with a strong preference being an attorney who is knowledgeable in the direct selling industry (collectively, the “Preferred Expertise”). If the parties are unable to select and notify the AAA of a mutually acceptable arbitrator within 21 days after service of the Demand for Arbitration, the AAA shall submit to the parties a list of seven proposed arbitrators who have the Preferred Expertise (the “Arbitrator List”). Within seven days of service of the Arbitrator List, each party shall submit a letter to the AAA ranking four arbitrators on the Arbitrator List in order of preference and striking the remaining three names. The AAA shall then select the arbitrator on the Arbitrator List with the highest combined ranking. The AAA shall notify the parties in writing once an arbitrator has been mutually selected or appointed from the Arbitrator List.

The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Either party may elect to participate in the arbitration telephonically. Any substantive or procedural rights in any arbitration shall be governed by the law of the State of Delaware, which is Arbonne’s state of incorporation, without giving effect to principles of conflicts of laws.

The parties further expressly agree that (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts presented at the arbitration; (ii) the arbitration shall be conducted in the English language in the most convenient forum for the parties, taking into account the location of witnesses, documents, the parties and the arbitrator, as determined in the sole discretion of the arbitrator; (iii) the party filing the Demand for Arbitration shall be responsible for the initial filing fees and costs charged by the AAA and the respondent shall be responsible for the filing fees of any Cross-Complaint that it files with the AAA; (iv) the parties shall share equally the costs of case management fees, arbitrator fees, arbitral forum fees and any other costs charged by the AAA in connection with the arbitration other than the filing fees referenced in subclause (iii) of this paragraph; (v) each party shall bear their own costs for attorney’s fees, court reporter fees, transcript fees and other litigation costs that would otherwise be incurred in a court action; (vi) the party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of the arbitration including, but not limited to, attorneys’ fees and the cost and expense of administration of the arbitration proceedings, and any costs and attorney’s fees incurred in executing on or enforcing the arbitration award or this arbitration agreement; (vii) neither an Arbonne Independent Consultant nor Arbonne (nor any of its related entities, officers, directors, employees, investors, distributors or vendors) shall have any liability for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, or loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement or for any act, omission, or other conduct arising out of the parties’ consulting relationship; (viii) the arbitrator shall have the power to issue equitable relief, including, but not limited to, specific performance and injunctive relief; and (viii) the arbitral award shall be issued in the county and state of the Arbonne corporate office in the United States.

Except as provided below, no party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Notwithstanding this mediation and arbitration policy, either party may apply to a court of competent jurisdiction in the county and state

of the Arbonne corporate office in the United States, or in any other jurisdiction as necessary to enforce an arbitration award or the injunctive relief granted by a court, or to seek a temporary restraining order or preliminary injunction to ensure that the relief sought in arbitration is not rendered ineffectual during the pendency of, or after the rendition of, a decision in any arbitration proceeding. The institution of any action for equitable relief or to enforce an award or order shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive or enforcement relief to arbitration. Judgment upon the award may be entered by the United States District Court or state trial court located in the county and state of the Arbonne corporate office in the United States, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be, if the arbitrator's award or decision is not complied with within seven days of the arbitrator's decision.

The existence of any claim or cause of action of an Arbonne Independent Consultant against Arbonne whether predicated on the Independent Consultant Agreement or otherwise shall not constitute a defense to Arbonne's enforcement of an Arbonne Independent Consultant's covenants and agreements contained herein or under the Agreement. This agreement to arbitrate shall survive any termination or expiration of any other agreements between the parties.

## 9.5. GOVERNING LAW, JURISDICTION & VENUE

Jurisdiction and venue of any matter not subject to mediation or arbitration shall reside in Orange County, State of California unless the laws of the state in which an Arbonne Independent Consultant resides expressly require the application of its laws. The applicable provisions relating to mediation in the California Code of Civil Procedure and the California Evidence Code shall govern all matters relating to any mediation conducted pursuant to this Agreement. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Delaware shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which an Independent Consultant resides expressly require the application of its laws.

Notwithstanding the foregoing, and the mediation and arbitration provisions in Policy 9.4, residents of the State of Louisiana shall be entitled to bring an action against Arbonne in their home forum and pursuant to the laws of the State of Louisiana.

## SECTION 10 – INACTIVITY AND CANCELLATION

### 10.1. EFFECT OF SUSPENSION OR TERMINATION

An Arbonne Independent Consultant's bonuses and commissions constitute the entire consideration for the Arbonne Independent Consultant's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an Arbonne Independent Consultant's non-renewal of his or her Agreement, cancellation of the Agreement for inactivity, or voluntary or involuntary cancellation of the Agreement (all of these methods are collectively referred to as "termination"), the former Arbonne Independent Consultant shall have no right, title, claim or interest to the SuccessLine which he or she operated, or any commission or bonus from the sales generated by the SuccessLine. **An Arbonne Independent Consultant whose business is terminated will lose all rights as an Arbonne Independent Consultant and his or her Arbonne business will be canceled. This includes, but is not limited to, loss of the right to sell Arbonne products and**

**services, to participate in Arbonne's functions or events, and to receive future commissions, bonuses, awards or other income resulting from the sales and other activities of the Consultant's former SuccessLine. Terminated Arbonne Independent Consultants have no right to compensation or damages from Arbonne. In the event of termination, Consultants agree to waive all rights they may have, including but not limited to property rights, to their former SuccessLine and to any bonuses, commissions or other remuneration derived from the sales and/or other activities of his or her former SuccessLine.** Following a Consultant's termination, Arbonne may, at its discretion, assign the former Consultant's SuccessLine to the next active upline Consultant.

Suspended Arbonne Independent Consultants are not permitted to attend Arbonne functions, engage in any Arbonne related activities, recruit Arbonne Independent Consultants, or sell Arbonne products so long as the suspension remains in effect, nor are they eligible to participate in Arbonne's compensation plan or receive commissions from Arbonne while the suspension is in effect. If an Arbonne Independent Consultant's Agreement is terminated following a suspension, the termination date is retroactive to the date of suspension, and the former Arbonne Independent Consultant shall have no right to recover commissions held during the suspension period. If Arbonne determines that it is appropriate to reinstate a suspended Arbonne Independent Consultant, Arbonne may, at its discretion, impose disciplinary sanctions as set forth in these Policies & Procedures as a condition of reinstating the suspended Arbonne Independent Consultant.

When termination occurs for any reason, an Arbonne Independent Consultant must wait 12 calendar months from the date of termination before reapplying as an Arbonne Independent Consultant. It is left to Arbonne's discretion whether to accept any individual who has previously been terminated. Suspension and termination are retroactive to the beginning of the calendar month in which the alleged wrongful conduct occurred for which the suspension is imposed by Arbonne. In addition to the indemnification obligations set forth in these Policies & Procedures, an Arbonne Independent Consultant who is involuntarily terminated for violation of the Agreement, or who voluntarily terminates his or her Agreement to avoid an involuntary termination or other disciplinary sanction, shall, upon demand by Arbonne, be liable to repay, return or compensate Arbonne for any benefit programs, prizes, incentives, commissions, bonuses or other remuneration received from Arbonne after the date of the activities causing such termination, as well as any other damages resulting to Arbonne from such conduct.

### 10.2. CANCELLATION FOR INACTIVITY

If an Arbonne Independent Consultant has not renewed and has been inactive (no personal purchases or sales and/or no personal sponsorship of Consultants) during a 12-calendar month period, she will be cancelled as an Arbonne Independent Consultant on the first business day of the 13<sup>th</sup> month of inactivity. At this time, all rights are relinquished and any SuccessLine is assigned to the next active upline Arbonne Independent Consultant. After cancellation has occurred in the 13<sup>th</sup> month, they will be eligible to submit a new Independent Consultant Application & Agreement, under the sponsor of their choice, and a new Arbonne ID will be issued.

### 10.3. AGREEMENT TERMINABLE AT WILL

An Arbonne Independent Consultant may terminate his or her relationship with Arbonne at any time by providing a signed written notice to Arbonne. Arbonne may also terminate the relationship with an Arbonne Independent Consultant (including any partnerships, corporations or other entity) at any time by providing written notice. Arbonne Independent Consultants or Arbonne are not required to have any reason, nor do Arbonne Independent Consultants or Arbonne have to claim or prove any cause to terminate this relationship. If and when the relationship is terminated, Arbonne Independent Consultants shall have no claim against Arbonne nor any right to claim or collect lost profits, lost opportunities or any other damages. Termination will result in the loss of all benefits as an Arbonne Independent Consultant.

If an Arbonne Independent Consultant's relationship with Arbonne is terminated, he or she may not re-enroll in Arbonne under a new Sponsor until 12 calendar months have elapsed from the date on which the relationship was terminated or the date on which the Arbonne Independent Consultant placed his or her last order with Arbonne, whichever is later. Arbonne reserves the right to reject any re-enrollment application. Arbonne makes no promises or assurances that the relationship with any Arbonne Independent Consultant will continue for any period or term.

## SECTION 11 – DEFINITIONS

**Agreement** — The contract between Arbonne and each Arbonne Independent Consultant, which includes the Independent Consultant Application & Agreement, the Arbonne Policies & Procedures, the Arbonne SuccessPlan, the Independent Consultant Code of Ethics, Arbonne's online Legal Terms and Conditions (for those who enroll online), Arbonne's Privacy Policy on the Web site and the Business Entity Form (where appropriate), all in their current form and as amended by Arbonne in its sole discretion. These documents are collectively referred to as the "Agreement."

**Arbonne Independent Consultant** — Any individual or entity who has submitted an Independent Consultant Application & Agreement that is accepted by Arbonne and who paid the initial Starter Kit fee or an annual renewal fee within the preceding 12 calendar months, regardless the level the Consultant has achieved in the Arbonne SuccessPlan. Under this definition, the term Arbonne Independent Consultant refers to and includes Preferred Clients, Consultants, Managers and Vice Presidents.

**Cancel** — The termination of an Independent Consultant's business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

**Client** — An individual who purchases Arbonne products from an Arbonne Independent Consultant but who is not a participant in the Arbonne SuccessPlan.

**Generation** — The layers of downline Arbonne Independent Consultants in a particular Consultant's SuccessLine Organization. This term refers to the relationship of a Independent Consultant relative to a particular upline Independent Consultant, determined by the number of Independent Consultants between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is A's fourth generation.

### **Group Retail Volume (GRV)/Group Qualifying Volume (GQV)** —

The Retail Volume/Qualifying Volume of Arbonne products sold by an Arbonne Independent Consultant's Central District, Area, Region or National sales organization. Group Sales Volume does include the Personal Retail Volume/Personal Qualifying Volume of the subject Consultant. Starter Kits and Business Aids do not have Retail Volume/Qualifying Volume.

**Immediate Household** — An "Immediate Household" includes spouses, cohabitating couples, children under the age of 18, and relatives residing in the same dwelling. Also included in the definition are students attending boarding school or college that reside at school or college during the school year, but within the dwelling of their parents or other relatives during non-school periods. Persons such as roommates and tenants who are unrelated shall not fall within the definition of an "Immediate Household" and may each have their own Arbonne independent business.

**Independent Consultant** — Shall refer to every Arbonne Independent Consultant, regardless of the rank she/he has achieved in the Arbonne SuccessPlan.

**Official Arbonne Material** — Literature, audio or videotapes, and other materials developed, printed, published and distributed by Arbonne to Arbonne Independent Consultants. All Official Arbonne Materials bear the Arbonne International Official Seal.

### **Personal Retail Volume (PRV)/Personal Qualifying Volume (PQV)** —

The retail value of products achieved by a Consultant in a calendar month.

**Pop-Up** — The method by which a vacancy in a SuccessLine left by an Arbonne Independent Consultant whose Consultant Agreement has been cancelled is filled.

**Rank** — The "title" that an Arbonne Independent Consultant has achieved pursuant to the Arbonne SuccessPlan.

**Recruit** — The term "Recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to introduce or influence in any other way, either directly, indirectly, or through a third party, another Arbonne Independent Consultant or Client to enroll or participate in another direct selling, multilevel or network marketing (collectively "direct selling") company. "Recruiting" includes, but is not limited to, introducing another "direct selling" company to an Arbonne Independent Consultant via email or through a website. "Indirect Recruiting" includes, but is not limited to, recruiting a Consultant's immediate household family members for another direct selling company.

**Re-saleable** — Products and Business Aids shall be deemed "re-saleable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to Arbonne within one year from the date of purchase; 5) the product contains current Arbonne labeling. Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, shall not be re-saleable.

**Sponsor** — An Arbonne Independent Consultant who enrolls another Independent Consultant into the Company, and is listed as the sponsor

on the Independent Consultant Application & Agreement. The act of enrolling others and training them to become Independent Consultants is called “sponsoring.”

**SuccessLine Activity Report** — Reports generated by Arbonne that provide critical data relating to the identities of Arbonne Independent Consultants, sales information, and sponsoring activity of each Consultant’s SuccessLine. This report contains confidential and trade secret information, which is proprietary to Arbonne.

**SuccessLine Leg** — Each one of the individuals sponsored immediately underneath you and their respective SuccessLine organizations represents one “leg” in your SuccessLine organization.

**Upline** — This term refers to the Arbonne Independent Consultant(s) above a particular Independent Consultant in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Independent Consultant to the Company.

## Amendments to Policies & Procedures

Arbonne reserves the right to periodically amend or modify these Policies & Procedures, the SuccessPlan and the Independent Consultant Application & Agreement. The Arbonne Independent Consultant agrees to abide by these Policies & Procedures, and all other agreements and all amendments and modifications.

No Arbonne Independent Consultant, of any status may alter, amend or waive any of these Policies & Procedures or any other agreements, and any representation or statement to the contrary, or which is inconsistent with the foregoing, should not be relied upon and will not be binding on Arbonne.

All currency is represented in U.S. dollars unless otherwise stated.

# Arbonne Independent Consultant Code of Ethics

As an Arbonne Independent Consultant:

1. I will conduct myself with integrity and responsibility and will make the Golden Rule the cornerstone on which I build my business.
2. I will uphold the values of Arbonne and not engage in any deceptive, unlawful, or unethical consumer or recruiting practice that may be detrimental or reflect poorly on Arbonne, the network marketing industry or me. I will support and advocate the Policies & Procedures and also respect the spirit and intent in which they were written.
3. I will familiarize myself with Arbonne's SuccessPlan and products and represent them to my Clients and prospective Arbonne Independent Consultants realistically and without misleading or providing false expectations. Any claims, representations or statements I make regarding Arbonne will be those included in the Arbonne literature.
4. I will, to my best ability, accept and fulfill the responsibilities to train, motivate, support and encourage all in my SuccessLine. I will treat my business like any other prestigious enterprise and will fulfill commitments I make to my Clients, fellow Arbonne Independent Consultants and associates.
5. I will not advise or encourage excessive buying at unrealistic levels. I will not inventory load, nor bonus buy.
6. I will convey the Arbonne opportunity to prospects with honesty and integrity and I will not misrepresent actual or potential sales or earnings. I realize that each individual's success is accomplished through their individual efforts.
7. I will make courteous and prompt exchanges and/or refunds to my Clients and I will assist my Clients who have ordered product directly from Arbonne International.
8. I will maintain a basic loyalty and professionalism to the network marketing industry as a whole and will not engage in unwarranted criticism of other network marketing companies.
9. I will abide by local, state and federal laws that govern my independent business. I understand that it is my responsibility to comply with these laws, the laws of my industry and with Arbonne's Policies & Procedures as they may be amended from time to time.
10. I will uphold this CODE OF ETHICS and I recognize that its success will require diligence to create an awareness among all Arbonne's Independent Consultants. I will not, in any way, attempt to persuade, induce or coerce another party to breach this Code. Any such action is considered a violation of this Code and thereby a violation of Arbonne's Policies & Procedures.



9400 JERONIMO ROAD, IRVINE, CA 92618 | 1.800.ARBONNE



9063RT6 01  
©2010 ARBONNE INTERNATIONAL, LLC  
ALL RIGHTS RESERVED.  
ARBONNE.COM