

# Policies & Procedures

Effective January 1, 2019

## I. Introduction

Your Holistic Life LLC. (“Your Holistic Life”) is proud to offer you one of the best online shopping systems and business opportunities in the direct selling industry. Your Holistic Life honors all international, federal, state, provincial, territorial, and local laws and regulations governing good business practices as well as the standards set by the Direct Selling Association (DSA), the trade organization representing the direct selling industry. We expect and insist that our Members adhere to the same laws, regulations and ethical business practices. We want to help familiarize you with these important rules and regulations and explain why they require your cooperation.

Your Holistic Life is a direct selling company based in the United States. It is a company that desires to maintain the highest ethical standards while allowing its Members to enrich their lives by using Your Holistic Life’s products and by participating in the Your Holistic Life business opportunity.

### ***1. Equal Opportunity***

The Your Holistic Life opportunity is open to all people regardless of age , race, nationality, religious beliefs or political affiliations as long as the person is at the legal age in the country in which they participate and is otherwise legally capable of entering into a contractual agreement.

### ***2. Ethics***

Your Holistic Life Members (“you”) must comply with all international, federal, state and local laws relating to your business and must not engage in any unlawful or illegal trade practices or business activity. You will observe the letter as well as the spirit of Your Holistic Life’s Policies & Procedures by conducting your business in a manner consistent with the highest standards of honesty, integrity and responsibility in dealing with customers, other Members, Your Holistic Life and the general public. Violations in ethical behavior may result in termination of the Your Holistic Life Membership.

### ***3. Unethical Activity***

Your Holistic Life Members must not participate in any activity that the company deems unethical. Your Holistic Life reserves the right, in its sole discretion, to decide whether certain Members activities are unethical and, if determined to be so, to act accordingly including suspension or termination of the Membership. Examples of unethical activity include:

- Causing Your Holistic Life products, either directly or indirectly, to be sold in retail outlets.
- Inventory loading and failure to comply with the 70 Percent Rule.
- Cross-Placement.
- Writing bad checks to either Your Holistic Life or another Member.
- Unauthorized use of another person’s credit card.
- Misrepresenting the Your Holistic Life products and making false and illegal health claims about Your Holistic Life products.
- Misrepresenting the Your Holistic Life Compensation Plan and making false income claims.
- Spamming or unsolicited sending of e-mails.
- Ordering product for someone without their knowledge.
- Causing someone to be on Autoship Order without their knowledge. (revised 2017, no Autoship is offered at this time)
- Maintaining a financial interest in unapproved multiple Membership.
- Engaging in any deceptive or unlawful trade practice or other illegal or unlawful activity.
- Failure to adhere to Your Holistic Life’s policies regarding advertising and promotion.
- Unauthorized use of Your Holistic Life trade names, trademarks or logos.
- Misusing the Your Holistic Life corporate name or the efforts of corporate personnel.
- Unauthorized duplication of company literature.
- Manipulating the Your Holistic Life Compensation Plan.
- Unauthorized use of Your Holistic Life’s proprietary or confidential information.

### ***4. Amendments***

Your Holistic Life specifically reserves the right to make any amendments or adjustments from time to time that it deems necessary with respect to its Rules and Regulations, Policies & Procedures, Compensation Plan and/or product pricing. Any such changes shall be incorporated as part of the Membership Agreement between Your Holistic Life and its Members effective upon written notification as published in official Your Holistic Life materials and publications distributed to its Members or online through Your Holistic Life’s website. The continuation of your Your Holistic Life Membership and/or your acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

## **II. Getting Started**

### ***1. Becoming a Member.***

To become a Your Holistic Life Independent Wholesale Member you must complete and submit an “electronic signature” by completing Your Holistic Life’s online Enrollment, which includes the acceptance of Your Holistic Life’s Policies & Procedures and purchase of a Member Kit (\$12.95 as of January 2018). A Member may be an individual, partnership or corporation who’s completed an Online Enrollment and has been received and accepted by Your Holistic Life.

No purchase other than a Member Kit, unless prohibited by local law, is necessary to become a Your Holistic Life Wholesale Member. There are no requirements to make large purchases or maintain inventory. The Member Kit purchase price is not a service or franchise fee, but exists to offset costs incurred by the company for informational materials and business tools provided to help a Member understand the membership benefits, sell Your Holistic Life products and build a Your Holistic Life business. Only authorized Members of Your Holistic Life may sell Your Holistic Life products or participate in the Your Holistic Life program. Your Holistic Life’s products are available only to Your Holistic Life Members and customers, and Your Holistic Life will not sell or allow its products to be sold through any other distribution channel. Your Holistic Life reserves the right, in its sole discretion, to reject any Member Agreement.

### ***2. Independent Contractor; Licenses; Taxes***

Once Your Holistic Life has accepted your Member Agreement, you become a Your Holistic Life Member conducting business for your own account. Members are independent contractors and are not agents or employees of Your Holistic Life. Your Holistic Life Members have no authority to bind Your Holistic Life to any obligation. As an independent contractor, you are responsible for obtaining any licenses required by law in your locality. You are responsible for the entire operation of your Membership, including payment of all income taxes, Social Security, unemployment and other taxes (see “Sales Tax”; “Other Taxes”). Your Holistic Life will file a Form 1099 or its equivalent for each Member at the close of the calendar year as required by the Internal Revenue Service (IRS). Your Holistic Life will not withhold from the compensation due a Member under the Your Holistic Life Compensation Plan any amounts for income taxes, Social Security, unemployment or other items required to be withheld from the wages of employees.

### ***3. Family Policy***

A husband, wife and children residing with you are all considered a single Member. A husband and wife may neither enroll each other or children residing with them nor have different enrolls. If any member of your immediate household engages in any activity that, if performed by you, would violate any provision of the Member Agreement, such activity will be deemed a violation by you.

### ***4. One Membership.***

Under no circumstances may an individual participate in more than one Membership. Participation in another Membership includes, but is not limited to, any ownership interest directly or indirectly in a Membership as a shareholder, partner, trustee, beneficiary, or principal; any control or ability to control a Membership any direct or indirect receipt of income derived from a Membership; spousal support derived from a Membership; familial support derived from a Membership; access to a bank account into which commissions derived from a Membership are deposited; and any other similar interests pertaining to a Membership.

If a spouse, legal domestic partner or co-habitant of a Member wishes to become a Member, he/she must be added to the Membership previously formed by the spouse, legal domestic partner or co-habitant. In the case of two (2) Members subsequently marrying or executing a legal domestic partnership, the Company shall not cause the Members to abandon either Membership. In this case only, both husband and wife or legal domestic partner shall be allowed to retain their existing Memberships. Written notice should be given to the Company prior to the marriage or execution of a legal domestic partnership.

If a married couple or legal domestic partners with a jointly held Membership divorces or annuls the domestic partnership, written notification, including the notarized signatures of both parties, must be provided to the Company indicating how the Membership is to be managed thereafter. Otherwise, the Company shall either consider the principal account holder as the sole continuing Member/ or restructure the Membership pursuant to a court order. The Company reserves the right to charge the Member a fee in connection with such reorganization. These rules shall also be applied to non-married, co-applicant, domestic partnership Memberships.

### ***5. Identification Number***

If your Membership is set up under your name, your Your Holistic Life identification number is your Social Security number. If your Membership is set up as a corporation or partnership, your Your Holistic Life number is your Federal Employer Identification Number (FEIN). For your personal security, do not share your identification number with others. Your Holistic Life will keep all Social Security and FEIN numbers confidential. Members should not share their Your Holistic Life identification number and/or password with others.

### ***6. Minimum Age***

In order to become a Member, an applicant must be at least 18 years of age or have reached the age of consent required by the state in

which the applicant resides.

### ***7. No Exclusive Territories***

Your Holistic Life recognizes no exclusive territories, and you are free to conduct business in any state or country declared open by Your Holistic Life, subject to local laws and any limitations set forth in the Policies & Procedures.

### ***8. Inventory Requirements***

You are not required to purchase or store any specific amount of inventory. The Your Holistic Life Wholesale Membership Program is based on online retail sales to customers, the use of products through the Wholesale Membership, and not on maintaining an inventory of products. As required by the 70 Percent Rule (see "70 Percent Rule") all Members must have sold or used at least 70 percent of their previous order from Your Holistic Life before reordering and subsequently may be required to provide Your Holistic Life with certification of that fact. Acceptance by you of a Your Holistic Life product order signifies your adherence to the 70 Percent Rule. You are required to maintain all retail sales receipts for a period of two years and must furnish them to Your Holistic Life upon request.

### ***9. Ongoing Familiarity and Adherence to Your Holistic Life's Policies & Procedures***

Members shall be familiar with all current and subsequently amended Company Policies & Procedures. As a Member, you must review the current Company Policies & Procedures located on the company website at [www.YourHolisticLife.com](http://www.YourHolisticLife.com) on a regular basis to ensure your familiarity. The placing of orders with Your Holistic Life and the acceptance of Member commissions is a reaffirmation of such commitment to abide by all existing Policies & Procedures. A Member shall have the right to receive commission checks only as long as the Member is conducting his or her business in compliance therewith.

### ***10. Price Changes***

The prices of Your Holistic Life products and sales aids are subject to change without prior notice.

## **III. Operating Your Business**

### ***1. Channels of Communication***

You are responsible for training, motivating and supervising your downline to ensure proper operation of their Your Holistic Life Membership. You are also responsible for answering all downline Member questions. Should you not be able to answer the questions, please first contact your upline and then the Your Holistic Life Support Group.

### ***2. Product Liability Insurance***

The manufacturers of Your Holistic Life products maintain a product liability insurance policy. This coverage protects the company's products should an issue arise. However, this policy may not protect you if you fail to use Your Holistic Life products as directed or make unauthorized representations or product claims.

### ***3. Income Representations***

**Potential income representations or claims regarding the Your Holistic Life compensation program are strictly prohibited.**

### ***4. Packaging and Product Health Claims***

You may not repackage or re-label any of Your Holistic Life's products, and you may not make any verbal or written health claims regarding Your Holistic Life products. Approved health claims are found on Your Holistic Life's corporate website. Medical claims relating to Your Holistic Life products are strictly prohibited.

### ***5. Enrolling and Positions***

All Members have the right to enroll others. In addition, every person has the ultimate right to choose his or her Enroller. When describing the Your Holistic Life program to a prospective Member, you must present the program in its entirety without omission, distortion or misrepresentation. Additional offers, representations or agreements made in connection with the Your Holistic Life program are strictly prohibited and may result in the termination of your Membership. Once the decision to enroll has been made, any placement changes must follow the rules set forth in the Changing Placement section.

If two Members should claim to be the Enroller of the same new Member, Your Holistic Life shall investigate the dispute and make an independent determination as to the proper Enroller. All parties must accept and abide by this decision.

### ***6. Placement Program***

Your Holistic Life's Placement Program is designed to assist you in developing an organizational structure that is complementary to Your Holistic Life's Compensation Plan. The computer system provides automatic placement of all new Members.

You are not permitted to move the new Member upline or sideline. A Member whose Organizational Volume (O.V.) is greater than that of their newly requested Members O.V. cannot be moved beneath the new Members organization. Your Holistic Life must receive all Placement Program requests prior to the 25th day of the current calendar month. Any requests received after the 25th day will be completed the following month. Any requests different from the rules outlined above are considered placement changes and fall under the guidelines of the Your Holistic Life placement change policy (see “Changing Placement”).

### **7. Changing Placement**

Network marketing is a business built on relationships and the retail sale and consumption of products. When a Member completes a Member Agreement, they are deemed enrolled and placed. Your Holistic Life is committed to protecting the relationship between the Member and enroller. Subject to corporate approval, a Member desiring a change in placement can do so only under very limited conditions:

- \* A Member may submit a completed Placement Change Request Form along with signatures from their five uplines and the applicable fee to Your Holistic Life’s Compliance Department for final approval. Please allow 30 business days (one full Commissionable Volume month) for a status report. Peak times such as pre- and post-conference as well as the end of the month deadline may extend this time period. Please be considerate of peak business times.
- \* Placement Change Request Forms can be found on the company’s website or you may request one from Your Holistic Life’s Support Group. Additionally, it is important to note that if fraudulent actions or unethical placement activities were used to attract the new Member, the new Member can make a request directly to the corporate office to change their placement.
- \* A non-refundable processing fee of \$50 will be charged to the Member requesting a change of placement.
- \* All Placement changes are subject to final approval by Your Holistic Life’s Compliance Department.
- \* A Member whose Organizational Volume (O.V.) is larger than that of their newly requested Placement’s O.V. cannot be moved beneath the new Placement’s smaller organization.

### **8. Cross-Placement**

When a Member places someone, an important investment is made and a valuable business relationship is formed. Your Holistic Life believes in protecting these relationships; therefore, we do not allow cross-Placement. Cross-Placement occurs when a Member Placements, or attempts to Placement, into any other direct selling company a Your Holistic Life Member. This also occurs when a Member participates in an action that causes another Member to be placed through someone else into another direct selling company. Cross-Placement is grounds for the immediate termination of your Membership.

### **9. Participation as a Member in Multiple Companies**

Active participation in another direct selling company may negate your recognition in Your Holistic Life’s Recognition Program.

### **10. Transfer of Member**

Each Your Holistic Life, Membership is personal to the Member and may only be transferred by sale, will or interstate succession. Transfer by sale necessitates that the following requirements be met:

The Member making the request must submit the appropriate Your Holistic Life Sale/Transfer form, which is available upon request, along with a signed, dated and amended application listing the new owner’s information, the eight-upline signatures agreeing to the sale/transfer, company approval, and any applicable fee to the Compliance Department. (The company reserves the right of first refusal of a sale/transfer request). No changes in the line of Placement ship can result from the transfer of a Membership without first completing the appropriate request (see “Changing Placements” for details.) For further details regarding the procedures for transferring a Membership, please contact the Your Holistic Life Support. All transfers of Memberships are subject to final approval by Your Holistic Life.

### **11. Member Renewal**

The Your Holistic Life Membership renews annually. Your Holistic Life will add the yearly Membership Renewal of \$9.95 when a Member places a product order on or after the 365<sup>th</sup> anniversary /renewal date. A full year Membership commences from this order date, not from the 365<sup>th</sup> day if the order is place after that date. Even after the 365<sup>th</sup> anniversary, if a Member has not placed a product order and subsequently has not renewed, a Members Your Holistic Life website will remain active. Only when the Member places a product order on or after the 365<sup>th</sup> day will the Membership Renewal be added to this order automatically continuing all Member benefits for a full year.

### **12. Non-Renewal Action**

If I have enrolled as a Member, I authorize Your Holistic Life to add to my account a total of \$9.95 (plus applicable sales tax) on the date I order product on or after the 365<sup>th</sup> anniversary /renewal date as per my Membership Agreement. Non-Renewal is voluntary. I understand that to continue to exercise the wholesale purchasing benefits and Membership/Commission benefits, the \$9.95 renewal will be automatically be added to the first product order on or after the 365<sup>th</sup> anniversary /renewal date.

### ***13. Reports; Confidentiality***

Your Holistic Life is fully committed to protecting the privacy of its Members; therefore, Members must not disclose or distribute any Your Holistic Life downline organization reports. The identity of Your Holistic Life's Member is a proprietary trade secret.

Information contained in any online or offline report or statement provided to you by Your Holistic Life is the proprietary and confidential information of Your Holistic Life and is transmitted to you in confidence. You agree not to disclose such information to any other person, firm or corporation, whether directly or indirectly, nor use said information for the purpose of competing with Your Holistic Life or for any purpose other than promoting Your Holistic Life's business. You and Your Holistic Life agree that without this agreement of confidentiality and nondisclosure, Your Holistic Life would not provide this information to you.

### ***14. Waiver***

The failure or delay of Your Holistic Life at any time to enforce any provision of the Member Agreement will not affect the right of Your Holistic Life to enforce that provision or to exercise any right, power or remedy hereunder. Any waiver by Your Holistic Life or any breach of any provision of the Member Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right, power or remedy hereunder.

### ***15. Voluntary Resignation***

The Member Agreement may be voluntarily cancelled at any time and for any reason by notifying Your Holistic Life of the election to resign/cancel. For the protection of your business asset, a signed letter of resignation must be submitted. Your Holistic Life will, at the request of the Member, repurchase products from their last order at 90 percent of the net cost (see "Member Returns. Upon voluntary termination, the Member will be eligible to reapply for a Your Holistic Life Member under a new Placement 12 months from the resignation date. However, no terminated Member may re-Placement any of his or her original downline organization. No Member re-entering the Your Holistic Life business after the required 12-month period may reenter the Your Holistic Life business by having the Member, partial or whole, of any existing Your Holistic Life Member transferred to them in any manner. In the event of termination, either voluntary or involuntary, and at the discretion of the company, the commissions for the Member downline will roll up to the next eligible upline Member. Member may not recruit or enroll any other Your Holistic Life Member or customer into another direct selling, multilevel marketing or network marketing business, and must not do so for one year from the date of the Member termination from Your Holistic Life (see "Cross Placemeting").

### ***16. Involuntary Termination***

The company reserves the right to involuntarily terminate a Member whose Member has not been renewed or has been inactive for six consecutive months. Involuntary termination may also occur as a result of Disciplinary Action (see "Member Compliance and Disciplinary Action").

## **IV. Orders, Returns and Shipping**

### ***1. Member Initial Product Purchase Guarantee***

All Your Holistic Life Member/ have a 30-day, 100 percent satisfaction guarantee on their initial product purchase. If a Member is dissatisfied with their product and contacts the company within 30 days, Your Holistic Life will refund the full purchase price of any initial order less shipping charges and enrollment fee within 30 days of receipt. Member may not return the Your Holistic Life Member Kit.

### ***2. Payment Authorization***

Member authorize Your Holistic Life to withdraw payment from credit card or bank account for orders placed directly and for Autoship Orders (which is not available as of January 2017). If Your Holistic Life is unable to collect payment in full from the credit card account, then Your Holistic Life may make multiple attempts to collect for up to 60 days and, no more than twice, add \$.50 to \$1.00 to the balance to cover the ongoing costs for administration of the collection of Member/ account. A \$10.00 service fee will be paid in the event a check or charge is dishonored for any reason. After the account has been charged by the financial institution, any erroneous withdrawal will be immediately deposited to the account by the financial institution up to 15 days following issuance of a bank statement or 45 days after posting. Member will hold Your Holistic Life, Inc. harmless for all special or consequential damages, whether direct or indirect, resulting from any wrongful debit to my account.

### ***3. Inventory Loading/70 Percent Rule***

The Your Holistic Life Compensation Plan is based on retail product sales to customers and the personal consumption of products as a Wholesale Member. It is not based on maintaining a product inventory. Inventory loading is prohibited. Members are strictly prohibited from purchasing products or encouraging other Members to purchase products solely for the purpose of qualifying for commissions or bonuses.

In order to ensure that no inventory loading occurs, each Member, at the time of each order, must certify that 70 percent of his or her previous order has been sold or consumed by end users, and must be able to verify such certification. Each Members must maintain all

retail receipts for a period of two years and must furnish them to Your Holistic Life upon request. If a Member does not comply with these requirements or if he or she falsely represents the amount of products sold or used, the Member is subject to discipline by Your Holistic Life, which could lead to the termination of the person's Your Holistic Life Member (see "Termination Procedure; Discipline Action"). Failure to comply with the 70 Percent Rule will exempt those products from Your Holistic Life's refund policy (see "Member Returns"). Each Member acknowledges that Your Holistic Life is relying on such certifications in paying Member commissions.

#### ***4. Customer Guarantee***

If a Customer is dissatisfied with their product, Your Holistic Life will refund the full purchase price of any order that was placed directly with Your Holistic Life (less shipping charges) within 30 days of purchase (see "Return Merchandise Authorization"). When a retail sale is made directly from a Member to customer, you are required to provide a Retail Sales Receipt to the customer. If a retail customer is dissatisfied with the products, he or she may return them to you within 30 days of the sale. It is your responsibility to refund the purchase price promptly.

#### ***5. Sales Tax***

Sales taxes are levied by various agencies of state, county and local governments. Your Holistic Life products and sales aids including Member Kits are subject to sales tax, depending on the location to which they are shipped. These taxes are collected by Your Holistic Life and remitted to the appropriate agencies. The collection of sales tax is not a revenue source for Your Holistic Life. The Your Holistic Life business is based on the retail sale of products to customers; therefore, all sales taxes are based on suggested retail prices to customers. However, Autoship orders or Member orders are deemed for personal consumption and therefore sales taxes are calculated on the wholesale price.

A Member may elect to collect and remit their own sales taxes by registering with their state or local sales tax agency. In this instance, a Member may submit their sales tax license or exempt certificate to the company. A current/valid sales tax exemption will only apply to current and future orders. It does not get applied retroactively or to orders shipped to other individuals/other addresses.

#### ***6. Other Taxes***

Due to the fact that all Your Holistic Life Members are independent contractors, Your Holistic Life does not deduct any taxes from commission or bonus checks. Your Holistic Life will issue a Form 1099 or equivalent at the end of each calendar year, which reports all of the income paid to you by Your Holistic Life, as required by the IRS.

#### ***7. Shipping Policy***

Products will be shipped as soon as possible after receipt and payment of an order. Typically, shipments occur for most orders within 24 hours of the processing of the order. If Your Holistic Life is temporarily out of stock on ordered merchandise, you will receive a back-order notice with your shipment. Back orders are filled first when new inventory arrives. Commissionable Volume of back-ordered items is credited to the month in which Your Holistic Life received the payment for the original order.

#### ***8. Ordering Policy***

All orders must be placed directly with Your Holistic Life in order to receive proper volume credit. To ensure accuracy and validity of orders, you should personally place your own orders. No other person can place an order on your behalf without your authorization. Additionally, you must personally pay for your orders with your own credit card, debit card. Failure to abide by these rules is grounds for disciplinary action. Your Holistic Life will accept credit card orders from Members only for Visa®, MasterCard, and Discover® credit cards, and only for Visa and MasterCard debit cards.

Any Member found submitting false banking information with regard to credit card information will be subject to disciplinary action and forfeit any and all income owed and in holding at that time.

#### ***9. Consumers Using a Your Holistic Life MIN***

By executing the online Member Agreement, you will be assigned a Your Holistic Life Member Identification Number (MIN). A Your Holistic Life MIN will automatically be assigned to you by Your Holistic Life upon acceptance of your Your Holistic Life Member Agreement (online or offline) and will be used to assign you credit for orders through phone, fax or Internet.

#### ***10. Autoship Order Program (Autoship Order)***

As of January 2017 Your Holistic Life does NOT offer Autoship or automatic ordering. If in the future Autoship is offered, the following will be valid: Your Holistic Life does not require a monthly Autoship Order Program for your convenience. The program's main benefit is that you can receive a customized order at a predetermined time each and every month. Payment is automatically deducted from an authorized credit card. The Auto Ship Order Program also insures that the required minimum purchase requirement for "Rank" status for commission payment is automatically accomplished.

Your Holistic Life reserves the right to process Autoship orders two days prior to the scheduled date due to weekends, holidays or weather-related events.

It is the responsibility of the Member to ensure that a valid payment option is on file to process their Autoship order. Changes to your Autoship order can be made through your back office. Cancellations must be received no later than five (5) business days prior to the billing/ship date. Your Holistic Life reserves the right to process changes and cancellations as necessary. It is the responsibility of the Member to ensure changes have been made.

### **11. Backorders**

Items that are on backorder will be shipped as soon as inventory becomes available.

### **12. Member Returns (Non-Initial Purchase)**

After the initial purchase, a Your Holistic Life Member may only return products from future orders after voluntarily resigning from the company (see “Voluntary Resignation”). Your Holistic Life Members may return “resalable,” unused products with current labels and intact seals in good condition. This product must be shipped back (prepaid) to Your Holistic Life. The Member will be refunded 90 percent of the net cost of the product, less any compensation previously credited to the Member for purchasing the inventory returned. Additionally, the company may elect to deduct commissions paid to the upline, which are no longer deemed collectible. Refunds will not occur on any inventory certified as being “sold” under the 70 Percent Rule required for Member orders (see “70 Percent Rule”). Opened products, partial product packs, Member Kits and their components, discontinued or opened sales tools, and products purchased from other independent Members are not refundable. Any compensation paid to the Members upline will be deducted in the form of an adjustment to the next commission payout.

Your Holistic Life will not honor product refund requests made after 30 days of Member receipt of any given order. Requests to refund multiple Autoship orders for previous months will not be honored by the company.

### **13. Return Merchandise Authorization**

Any product being returned to Your Holistic Life must include a Return Merchandise Authorization (RMA) number issued by a Your Holistic Life Support Group Representative. The RMA issued will be valid for 30 days. Only authorized returns that bear the appropriate RMA number will be honored. We will not honor or be responsible for any unauthorized return. Any and all shipping or courier costs for the return of products are the sole responsibility of the Member. It is recommended that a reliable, traceable, and insurable courier be used for shipping. Should the package contain damaged product (therefore rendering them non-resalable) the Distribution Center will reject the return. Refusal to accept shipment is not considered an acceptable form of return and will result in a Members termination.

When the above procedure has been completed and the return has been verified, a refund for the purchase will be issued in the original form of payment within 30 days.

## **V. Member Advertising and Promotion**

### **1. General**

#### **a. Advertising**

Your Holistic Life encourages advertising and promotion as a viable method for you to build your business. However, strict guidelines are necessary to maintain an ethical marketing effort. Therefore, these guidelines are a part of the agreement between Your Holistic Life and its Members. As a Your Holistic Life Member, you are an independent contractor and shall not represent yourself as a Your Holistic Life employee. Further, you can in no way state or otherwise imply that you, or any new Member, will be employed by Your Holistic Life. Corporate-approved audiocassettes and phone message recordings must identify you as a Member at the beginning of the message.

#### **b. Promotion**

You can promote your business in any legal and ethical manner you desire, without misrepresenting Your Holistic Life, its products, company or business. You may not make outlandish or implied health claims regarding Your Holistic Life’s products, nor make false financial claims about the business. No reproduction of Your Holistic Life literature or labels, in part or whole, is allowed. Reproduction of product labels is a violation of federal law; only original materials as furnished by Your Holistic Life may be used. All Your Holistic Life literature is copyrighted and cannot be duplicated in any form. This restriction includes but is not limited to photocopies, graphic reproductions, translated verbiage, corporate/product photos and copy taken in part and/or out of context. You cannot state or imply that Your Holistic Life approves or endorses any privately produced motivational literature or training materials used within your organization. You can promote Your Holistic Life products with the condition that the products are not shown or displayed with any other products that are sold through the network marketing distribution channel.

### **2. Advertising**

#### **a. Member Advertising**

Any use of print, Internet, radio or other form of advertisement must indicate that you are an independent contractor or Member of Your Holistic Life. This includes business cards, post cards, flyers, etc. Your Holistic Life has an approved Independent Member logo

that is available for use. To request a copy of Your Holistic Life's Independent Member logo, contact the Your Holistic Life Support. In addition, many of Your Holistic Life's third-party vendors use this logo in their pre-approved marketing materials. Questions about third-party vendors or inquiries should be directed to [compliance@YourHolisticLife.com](mailto:compliance@YourHolisticLife.com).

#### ***b. Public Advertising - Media; Internet***

The use of public advertising media to advertise Your Holistic Life products or the Your Holistic Life business opportunity is restricted. Restricted public advertising media are any television network or cable broadcast, radio or other electronic media, billboards, bus stop or park benches, and automated telephone solicitation equipment. Additionally, unapproved or unauthorized Internet or any other online services as well as spamming and the use of unauthorized and/or unapproved radio promotions or broadcasts of any sort are strictly prohibited.

#### ***c. Approval***

At the request of the Member, Your Holistic Life may review advertisements created by the Member for compliance of Your Holistic Life's Policies & Procedures; however, Your Holistic Life will not approve Member advertisements. Only company-issued materials reflect the position of the company with respect to the uses and benefits of any product or service. Any advice provided by the company regarding advertising should not be considered approval by Your Holistic Life. Members are personally liable for any and all advertising and media they produce. All advertisements, including those of a "blind" nature, i.e., without use of any corporate identities; any media, including newspaper ads, audio cassettes, CD, DVDs, or videotapes, recorded messages, posters, flyers, promotional items, etc. are the sole responsibility of the Member.

Members agree to indemnify and hold Your Holistic Life harmless from any claims made as a result of advertising and promotional materials produced and distributed by the Member. If an advertisement published by a Member contains non-compliant health and/or income claims (as set forth by the FDA, FTC or DSA), disciplinary action may be taken against the Member. Although the Member is personally responsible for the content of every advertisement, the company may take action when Your Holistic Life Members or corporate logos, product names or compensation plan are listed or when any harm to the Company may result from the claims as determined by the Company.

#### ***d. Enforcement***

Upon notification of violation of a Your Holistic Life policy, the company will first verify that a violation has actually occurred. Many times violations are reported by other Members and it's imperative that the company first verifies the accuracy of the claim. Upon verification of a violation, the company will implement the following steps:

1. A certified letter is sent to the offending Member informing them of the violation and referencing the specific Company Policy that has been violated. This is generally a "cease and desist" notification requesting that the violation be immediately resolved. The letter asks the Member to respond within 10 business days.
2. If no response is received from the first letter within 10 business days, a second certified letter is sent that informs the Member that they have five (5) business days to respond and take corrective action. They are also informed that the next step is termination.
3. If no response is received from letter two they are immediately terminated.

This process encompasses the steps taken to resolve any violation of Your Holistic Life's Policies & Procedures.

### ***3. Company Names, Trademarks and Logos***

Your Holistic Life employee names, corporate names, Member lists and information, trademarks or logos are proprietary and may not be used in any manner, including in the reproduction of literature (partial or whole) or in any advertisement. This includes domain names, URLs and e-mail addresses. The names and logos of Your Holistic Life and its products may only be used in retail product advertising. Advertisements to attract Members and the Your Holistic Life business opportunity may be run with or without ("blind") reference to Your Holistic Life, Your Holistic Life product names or use of the Your Holistic Life names or logos. Use of the Your Holistic Life names or logos alone is strictly prohibited. Your Holistic Life strictly prohibits the use of its corporate name, logo or trademark or any statements with respect to Your Holistic Life's business, products or operations in any financing activity by a Your Holistic Life Member. Your Holistic Life does not approve or condone any such financing activities and any violation of this policy could lead to the termination of your Your Holistic Life Membership.

### ***4. Member Tools***

#### ***a. Audio, Visual and Print Training Materials***

Only Members who are officially approved by the company are eligible to produce and distribute audio, video and print training materials to their downline. They must be pre-approved in writing by Your Holistic Life prior to release. A hard copy script for all material must be submitted for approval. The maximum charge for audio material is \$2 per tape or DVD as they are to be produced for training purposes only and not for profit. The cover and/or label must also be submitted to Your Holistic Life for approval and must identify the Member who has produced the material and clearly indicate that he/she is a Member. A similar statement is necessary as an introduction at the beginning of the audio or video.

#### ***b. Recorded Messages***



All recorded messages that are referenced in any form of advertising that include Your Holistic Life or Your Holistic Life products, names, trademarks or logos must be submitted in written script form to Your Holistic Life for approval prior to use. Corporate-approved audiocassettes and phone message recordings must identify you as a Member at the beginning of the message.

### ***5. Retail Outlets***

Your Holistic Life products are prohibited from being sold or displayed in retail outlets except for businesses that operate “by appointment only,” such as beauty salons, tanning salons and doctors’ or chiropractors’ offices and in private clubs such as figure salons and health clubs. The following retail outlets are examples of, but are not intended to be a complete list of, those retail outlets that definitely cannot sell Your Holistic Life products or display literature:

Health food stores, unattended mall kiosks, drugstores, personal Internet storefronts (not provided by Your Holistic Life), online outlets such as auction or barter sites or other third-party Members. This policy does not prohibit a retail storeowner from being a Member, just from displaying or selling Your Holistic Life products in a retail environment.

### ***6. Fairs and Trade Shows***

You can promote Your Holistic Life products at fairs and trade shows as long as Your Holistic Life products are not shown or displayed with any other products that are sold via network marketing.

## **VI. Member Compensation**

### ***1. Overview***

Your Holistic Life’s compensation is a fair and balanced financial opportunity for the part-time Member as well as the full-time business builder. Compensation is earned based on the retail sale of products, personal consumption and building of a Member organization. Your Holistic Life’s Compensation Plan provides one pay period monthly (also known as Organizational Commissions). The Your Holistic Life Compensation Plan pays out monthly providing the opportunity to earn twelve (12) paychecks a year.

### ***2. FastStart***

The FastStart Bonus allows every Member the opportunity to earn extra commissions in their check. The 1<sup>st</sup> month a Member is enrolled, the enroller can earn **20%** commissions on the first 150 in commissionable volume of their newly enrolled Members initial order in addition to the normal 20% commission for a total of 40%. When a new Member joins Your Holistic Life, they should focus all their efforts on building a customer base, enrolling Members and the rewards provided by FastStart. FastStart earnings in a new Members first month will be a significant source of income until they have developed an Member organization and begin earning monthly Organizational Commissions. The objective of FastStart is to provide immediate rewards for selling products to customers and building a Member organization.

### ***3. Monthly (Organizational Commissions) Pay Period***

The monthly commission pay period is based on the calendar month. Your Holistic Life must receive an order no later than the last day of the calendar month in order for it to be included in the commission check issued for that month. Members wishing to include orders outside of Your Holistic Life’s hours of operation, may process orders online though their company issued website.

Monthly commission checks will be mailed between the 15th and 20th day of each month for orders received during the previous month, barring forces of nature that are beyond our control that may cause a delay in the mailing of commission checks. If the commission check mail date is a holiday or weekend, commission checks will be mailed on the following business day.

### ***4. Lost or Replacement Checks***

In the event a Member has lost or misplaced a commission check, a request for replacement for a check under \$50 will result in a credit (an adjustment to the subsequent monthly commission run) to the Members account. If a commission check is over \$50, the Member can request a replacement check be issued for a fee of \$35 or the Member can have the amount credited (adjusted; see above) to their account. Requests from Members for checks never received will require a twenty (20) business day waiting period from the date of the original mailing.

### ***5. Compensation Plan***

Your Holistic Life’s Member Compensation Plan is designed with the following objectives:

- \* A plan that is easy to understand
- \* A plan that rewards performance
- \* A plan that is fair and balanced providing a lucrative financial opportunity for the part-time Member as well as the full-time business builder.

The Your Holistic Life Compensation Plan has the following rewards.

### **1) Retail Profits:**

Member can earn Retail Profits on products purchased at retail by your customers off your website, and products purchased by Member at wholesale and sold to retail customers.

### **2. FastStart**

The FastStart Bonus allows every Member the opportunity to earn extra commissions in their check. The first month a Member is enrolled known as their FastStart Period, they can earn 20% commissions on the first 150 in volume of their newly enrolled Members initial order in addition to the normal 20% commission for a total of 40%.. When a new Member joins Your Holistic Life, they should focus all their efforts on building a customer base, enrolling and the rewards provided by FastStart. FastStart earnings in a new Members first month will be a significant source of income until they have developed a Member organization and begin earning monthly Organizational Commissions. The objective of FastStart is to provide immediate rewards for selling products to customers and building a Member organization.

### **3) Monthly Organizational Commissions**

At the end of each calendar month, Members qualify at one of five ranks. The qualifications are based on the size and structure of their organization. The following summarizes the qualifications required and commissions earned at each rank:

#### Member

- a. Minimum Personal volume of 26 points per month
- b. Have personally enroll one ACTIVE Member\*
- c. Earn on their first level of volume; 20%

#### Bronze

- a. Minimum Personal volume of 26 points per month
- b. Have personally enroll two ACTIVE Members\*
- c. Earn on their first two levels of volume; 10%, 10%

#### Silver

- a. Minimum Personal volume of 52 points per month
- b. Have personally enroll four ACTIVE Members\*
- c. Earn on three levels of volume; 20%, 10%, 8%

#### Gold

- a. Minimum Personal volume of 75
- b. Have personally enroll eight ACTIVE Members\*
- c. Earn on four levels of volume; 20%, 10%, 8%, 6%

#### Platinum

- a. Minimum Personal volume of 75
- b. Have personally enroll sixteen ACTIVE Members\*
- c. Earn on five levels of volume; 20%, 10%, 8%, 6%, 5%

**\*An active member has purchased a minimum of 26 points in a given month and is current with their annual renewal.**

### **4.)Plan Amendments**

Changes to the Compensation Plan can be made at the discretion of the company at any time. Posting on the corporate website represents official notification.

## **VII. Member Compliance And Disciplinary Action**

### **1. Compliance**

It is mandatory that all Your Holistic Life Members strictly comply with all of Your Holistic Life's Policies & Procedures. The Policies & Procedures have been prepared for the protection of Your Holistic Life and its Members. Because violations can jeopardize both Your Holistic Life's business and yours, they will be considered extremely serious and can result in termination and the loss of all Member benefits. Each Member agrees to indemnify and hold harmless Your Holistic Life, its management and officers, and any

of its affiliated companies from any claim, action or liability asserted arising out of the Members actions, omissions or representations in Placemnting or conducting the Members independent Your Holistic Life business (see "Termination Procedure").

## ***2. Termination Procedure; Disciplinary Actions***

In the event Your Holistic Life verifies a material violation of the Member Agreement, the company can elect to terminate the offending Member. The termination procedures are as follows:

Your Holistic Life will send a written notice of intent to terminate to the Member. The offending Member will then have 10 days in which to present his or her case in writing for review. Your Holistic Life will then make the final decision about whether to terminate. In the event of termination, either voluntary or involuntary, and at the company's discretion, volume for the Members downline organization will roll up to the next eligible upline Member. Your Holistic Life may, in its sole discretion, take other disciplinary actions for violations of the Member Agreement, including but not limited to suspension of the offending Member, denial of advancement or recognition awards, loss of rights to one or more commission checks or imposition of fines.

## ***3. Arbitration***

If a legal disagreement arises between Your Holistic Life and any Member, both parties agree to resolve it by binding arbitration in accordance with the existing rules of the American Arbitration Association and under the laws of the State of Florida and Broward County. Any arbitration proceedings will be at Your Holistic Life's corporate headquarters. The Member shall bear his or her costs for such proceeding

## ***4. International Placemnting; Export Policy***

You may not, directly or indirectly, without prior company approval, export any Your Holistic Life product or cause any improper business-building activities, including advertising "blind" or otherwise, in any country not declared open by Your Holistic Life or in which Your Holistic Life is operating a Not-for-Resale program. You acknowledge that any violation of these policies would cause irreparable damage to Your Holistic Life and the respective affiliated Your Holistic Life companies conducting business in these countries as well as the ability of Your Holistic Life to conduct business in other countries. Violation of these policies could lead to the termination of your Your Holistic Life Membership. No Your Holistic Life Member without prior approval from the company can export or sell to others who export Your Holistic Life products from the United States or its possessions or territories to any country.

## ***5. Confidentiality and Non-Disclosure Agreement***

Downline reports and all other reports and genealogical information, including, but not limited to, downline sales organization information and commission recap statements, are proprietary and confidential to Your Holistic Life. Every Member who is provided with 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 downline sales organization.

As a result of your membership in Your Holistic Life, you will have access to Confidential Information which you acknowledge to be proprietary, highly sensitive and valuable to Your Holistic Life's business and is being made available to you solely and exclusively for purposes of furthering the sale of Your Holistic Life products and prospecting, training and Placemnting of third parties who may desire to become Your Holistic Life Members and to further build and promote your Your Holistic Life business.

## ***6. Definitions***

"Trade Secret" or "Confidential Information" shall mean information, including a formula, pattern, compilation, program, device, method, technique or process, that:

- \* Derives independent economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use.  
Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

## ***7. Confidential Information***

- \* Whenever Your Holistic Life makes available to the Member Confidential Information, it shall be for the sole purpose of conducting Your Holistic Life business.
- \* You shall not use, disclose, duplicate or otherwise make any Confidential Information available to anyone other than Your Holistic Life Members, without the prior written consent of Your Holistic Life.
- \* You shall not directly or indirectly use, capitalize upon or exploit any Confidential Information for your own benefit, or for the benefit of anyone else, other than for the purpose of conducting your business for Your Holistic Life.
- \* You shall maintain the confidentiality and security of the Confidential Information in its possession and to protect against disclosure, misuse, misappropriation or any other action inconsistent with Your Holistic Life's rights.

## ***8. Further Restrictive Covenants***

In consideration to Your Holistic Life for the receipt of Confidential Information, you further agree that for the term of your Membership, you shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with

or diminish the value or benefit of Your Holistic Life's contractual relationships with any Your Holistic Life Member. Without limiting the generality of the foregoing, for the term of your Membership, you agree not to directly or indirectly, contact, solicit, persuade, enroll, Placement or accept any Your Holistic Life Member, Your Holistic Life Customer or anyone who has been a Your Holistic Life Member or Customer for the last six months, into, or to encourage any such person in any way to promote opportunities in marketing programs of any direct sales company other than Your Holistic Life. Furthermore, during the term of your Membership, you are prohibited from appearing in, being referenced in, or allowing your name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials or activities for any direct sales company, except Your Holistic Life.

In addition, any action taken by an Member while building their organization that is found to be detrimental to Your Holistic Life will be subject to disciplinary action, up to and including suspension and/or termination of their Membership. This type of action includes, but is not limited to, manipulative building of super nodes and placement manipulation.

### **9. Term**

The agreements contained in the "Confidentiality Information" section of these procedures shall remain forever and in perpetuity. The agreements contained in the "Further Restrictive Covenants" section of these procedures shall remain in full force and effect during the term of the previously executed Membership Agreement between Your Holistic Life and you, and thereafter until one (1) year after the expiration and termination of such Membership Agreement.

### **10. Return of Information**

Upon termination of the Membership Agreement between Your Holistic Life and you, you shall return all copies of the Confidential Information in the Members possession or control. Upon request by Your Holistic Life, you shall certify to Your Holistic Life, by sworn affidavit that you have returned all copies of the Confidential Information in its possession or control and that no other copies of the Confidential Information exist in your possession or control.

### **11. Breach and Remedies**

You acknowledge that Your Holistic Life would suffer irreparable harm as a result of any unauthorized disclosure or use of the Confidential Information and that monetary damages are insufficient to compensate Your Holistic Life for such harm. Therefore, if you are in breach of these Policies & Procedures, Your Holistic Life is entitled to an injunction or temporary restraining order, without notice to you, restraining any unauthorized disclosure or use of the Confidential Information in addition to any other available remedy, including damages. In any such action, if Your Holistic Life prevails, you agree you are to reimburse Your Holistic Life for its costs and reasonable attorneys' fees incurred in connection with taking the legal action.

### **12. Policies & Provisions Severable**

If any provision of these Policies, in its current form or as may be amended, is found to be invalid, or unenforceable 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 compromised a part of these Policies & Procedures.

### **13. Entire Agreement**

The Member Agreement and Policies & Procedures constitutes the entire agreement between the Member and Your Holistic Life, and no other promises, offers, representations, agreements or understandings of any kind shall be binding on Your Holistic Life, unless made in writing and signed by an authorized officer of Your Holistic Life. The Member must agree to comply with all federal, state and local laws relating to his or her business and not engage in any unlawful or illegal trade practice or business activity. These Policies & Procedures govern the way a Member does business with Your Holistic Life, other Members and retail customers. Together with the Your Holistic Life Compensation Plan and the Member Agreement, these Policies & Procedures constitute a complete contract between Member and Your Holistic Life.

### **14. Governing Law**

These Policies & Procedures as well as the Member Agreement shall be governed by the laws of the state of Florida and Broward County.

## **VIII. Glossary of Terms and Definitions**

**Active Member-** An active member has purchased a minimum of 26 points in a given month and is current with their annual renewal.

**Autoship Order-** Although not currently being offered as of January 2017, when available it is convenient, automatic delivery mechanism for the company to ship selected products to a Member or customer each month. Those who select the option in their agreement preauthorize Your Holistic Life to send an Autoship Order and to make an automatic charge to their credit card to pay for each Autoship Order.

**Commissionable Volume (CV)** - Points of predetermined value assigned to products used for calculating rank qualification and Member commissions.

**Compression** .The act of moving unqualified volume to an upline and removing unqualified levels for the purpose of calculating commissions.

**Member** –An entrepreneur who has signed/executed a Member Agreement and builds a business by selling and using Your Holistic Life’s products. Also known as a Wholesale Member.

**Downline** .The line of Placement between a Member and the Placement levels below that Member

**Enroller** .A Member who personally recruits a new Member into their organization.

**FastStart Period** The first month a new Member is enrolled as a Member with the Your Holistic Life, and is eligible for the FastStart Bonus.

**Frontline** .Members in your first level are considered your Frontline.

**Leg** –A newly Placed Member placed in your Frontline is the beginning of a new leg.

**Level** –This identifies the location of a Member within your Upline or Downline.

**Monthly Commission Period** –A monthly period beginning with the first day of a calendar month and ending the last day of a calendar month.

**Not For Resale (NFR)** .A program used to ship products for consumption only to countries that are not open for an on-the-ground business.

**Points** .A predetermined value assigned to products used for calculating a Members rank or qualification level.

**Personal Volume (PV)** .The amount of points totaled from a Members personal order(s).

**Qualifying Autoship Order** Although not currently being offered as of January 2017, an active monthly agreement for an Autoship order that is shipped monthly and meets the Qualifying Personal Volume.

**Qualifying Organizational Volume (QOV)** The volume in a Members downline organization on which they are qualify to be paid upon.

**Qualifying Personal Volume (QPV)** .The amount of qualifying points totaled from a Members personal order(s) that satisfies their point’s requirement for their current rank.

**Rank** .A Members title, status or pay grade in the compensation plan.

**Retail Customer** . A person who purchases product from the company/Members website at retail prices.

**Roll up** .The act of moving frontline Members and changing their Placement to the upline.

**Placement** .The position of a Member in the genealogy, where they are connected to other Member.

**Upline** The line of genealogy between a Member and the Members in the levels above that Member.