

Perfectly Posh, LLC Policies & Procedures

Effective August 2017



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Section 1

Why does Perfectly Posh have Policies and Procedures?

1. To provide clear direction for each Consultant on how to run an independent business
2. To provide a resource for operational and compliance guidelines
3. To provide rules to protect the Consultant, the customer, and the Company

These Policies and Procedures are effective as of the date displayed above and govern the way a Perfectly Posh Consultant conducts business with the Company, other Consultants, and customers. They replace and succeed all previous versions. The Company endeavors to enforce the Policies and Procedures on a uniform and nondiscriminatory basis. However, any failure to enforce any of the provisions of the Policies and Procedures with one Consultant does not waive the Company's right to enforce any such provision(s) with that same Consultant or any other Consultant. The Policies and Procedures will be enforced by Perfectly Posh at its discretion as a means to protect the intent of the provisions herein.

Perfectly Posh's Policies and Procedures in their current form is a formal contract between the Consultant and Posh and, as such, may be amended by the Company, the Pay Plan, any situation-specific addendum(s) thereto, and any other written agreement between the Consultant and the Company in their present forms and as amended from time to time at the sole discretion of the Company, are by this reference incorporated into, and form an integral part of, what is collectively referred to as the "Contract." Each Consultant has the responsibility to read, understand, and adhere to the Contract and ensure that he or she is aware of and operating under the most current version of the Contract. By agreeing to the Contract, by utilizing the Consultant's Virtual Office, or by accepting Commissions from the Company, a Consultant demonstrates that she or he has read, understands, and consents to abide and be bound by the Contract and any amendments thereto.

The Company may amend any part of the Contract any time for any reason as laws and business circumstances change; notice of any amendment will be published by the Company in the Consultant Virtual Office and/or the Support Center.

All changes and/or amendments are effective immediately as of the date published. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. It is the responsibility of all Consultants to regularly review the most recently published Contract, located in the Consultant Virtual Office. The Company will also provide a copy of the most current Contract upon the Consultant's request.

Section 2

Company Contact Information

Perfectly Posh, LLC
Address: 222 South Main Street, Suite
1600, Salt Lake City, Utah 84101
Phone: (801) 441-1744
Email: support@perfectlyposh.com
Website: www.perfectlyposh.com

Section 3

Code of Ethics

- 3.1 The Company has made a commitment to provide its Consultants with high quality pampering products, exceptional support, and a generous Pay Plan. A Consultant may purchase products directly from the Company for both personal use and for resale to consumers. In return, a Consultant agrees to represent the products and income opportunity in an ethical and professional manner. Each Consultant agrees to abide by the following Code of Ethics:
- 3.2 As a Consultant:
 - A. I will be respectful of people I meet or am with while working my Perfectly Posh business or during Posh Parties whether online or in person. This also includes any and all travel for and with Perfectly Posh and while attending Perfectly Posh events or on trips. I understand that failure to comply may result in being excluded from future incentives, travel, and other opportunities to interact with the business publicly.

- B. At all times, including traveling with and for Perfectly Posh events, I will conduct myself and my business in an ethical, moral, legal, and financially sound manner and will not engage in any deceptive or illegal practice.
- C. I will not communicate disparaging comments about Consultants or Perfectly Posh, Perfectly Posh management, or employees.
- D. I will not engage in activities that would bring disrepute to the Company, other Consultants, or myself.
- E. I will be truthful in my representation of the products and will make no product claim that is not contained in and supported by official Company publications.
- F. I will fulfill my leadership responsibilities as a sponsor by training, assisting, and otherwise supporting the Consultants in my downline organization.
- G. I will correctly and lawfully represent the Pay Plan and the income potential represented therein and will not make, advertise, or communicate any false income or earnings claims.
- H. I will abide by the terms and conditions of the Contract.
- I. I will honor the terms of the product return and refund policies with all of my retail customers.
- J. I will respect the sponsor relationship of every other Consultant and I will neither attempt to interfere with or change these relationships, nor will I make disparaging or untrue claims about other Consultants.
- K. I will refrain from soliciting to, selling, or using my relationship or the personal and private information of other Perfectly Posh Consultants.
- L. I understand and agree that my personal information may be viewed and used by members of my upline. However, any attempt to misuse the information of other Consultants, including but not limited to solicitation of any Perfectly Posh consultant, is a violation of this contract and may result in disciplinary action or legal pursuit as deemed necessary and appropriate by Perfectly Posh.
- M. I acknowledge that upon reaching the rank of a Platinum Premier within Perfectly Posh, it would be considered a conflict of interest and violation of this contract for me to join another company with a competing (as determined by Perfectly Posh) product line as an employee, or any direct sales related company as an employee, contract employee, or independent distributor. Further, should I ever discontinue my relationship with Perfectly Posh, I agree that I will not solicit or entice directly or indirectly any present or past Perfectly Posh Consultant to alter their relationship with Perfectly Posh for a period of six months. I acknowledge that at all times I am acting as an independent contractor and that my status can be revoked at any time at the sole discretion of Perfectly Posh.
- N. I acknowledge and agree that any and all consultant information, outside of my own, is the property of Perfectly Posh and may not be used by me for any other purpose should I ever decide to end my relationship with Posh.
- O. I acknowledge and agree that I may be required to relinquish or close any and all social media groups, other than personal sites, that I may form or enlarge while at Perfectly Posh which contain other Perfectly Posh consultants contact information.

Section 4 Becoming a Perfectly Posh Independent Consultant

- 4.1** What does it take to qualify as a Perfectly Posh Consultant?
 - A. Be at least 16 years of age (if under 18 years of age must have consent of a parent or legal guardian);
 - B. Be a United States citizen and resident;
 - C. Have a Social Security number or Tax Identification Number;
 - D. Have a valid email address;
 - E. Enroll in Perfectly Posh as either an individual or business entity through a Perfectly Posh Consultant website;
 - F. Setup and activate a ProPay account for Commissions to be paid (Consultants under the age of 18 require the consent of a parent or legal guardian to enroll in ProPay using the minor's Perfectly Posh Account);
 - G. Agree to the terms and conditions of the Consultant Agreement;
 - H. Purchase a new Consultant Starter Kit; and

- I. Perfectly Posh must accept your application.
- J. If enrolling as a business, then all of the above requirements must be met by the business owner(s).

4.2 Responsibilities

- A. As a Consultant, you are responsible to:
 - i. Run your business ethically, fairly, and in compliance with these Policies and Procedures as well as all other terms and conditions implemented by Perfectly Posh;
 - ii. Follow the Policies and Procedures herein as well as the intent of the Policies and Procedures should there be any ambiguity;
 - iii. Comply with local, state, and federal laws;
 - iv. Provide high quality service to your customers;
 - v. Provide assistance and leadership to any person you personally sponsor;
 - vi. Be supportive to other Consultants in your Team or Company;
 - vii. Protect the name, image, and intellectual property of the Perfectly Posh brand; and
 - viii. Keep all of your contact information updated at all times. This can be done in your Consultant Virtual Office.
- B. Independent Contractor
 - i. As a Consultant, you are an independent contractor and not an employee or partner of the Company. You are responsible to keep track of your own expenses and file your own taxes, both state and federal.
- C. 1099-Misc
 - i. If you earn \$600 or more in non-employee compensation, prizes, and incentives, or you resale \$5,000 or more in product in a given tax year, Perfectly Posh will supply you with an IRS form 1099-Misc showing the amount of non-employee compensation you received for the year. Perfectly Posh follows current IRS guidelines and this applies to all aspects of the business whether for commissions, incentives, perks, or otherwise.
- D. Term of the Contract
 - i. The term of the Contract is one (1) year from your enrollment date. It automatically renews annually based on the terms of the Policies and Procedures so long as you remain Active

and your business is not voluntarily or involuntarily canceled. Should the Contract be either voluntarily or involuntarily canceled the provisions in Section 3.2(k) shall remain in effect for a period of two (2) years.

- E. Activity Requirement
 - i. You are considered an “Active Consultant” if you have personal retail sales of \$300.00 (300 PV) or more in each (6) six-month activity qualification period.
 - ii. The company’s (6) six-month activity qualification periods to be considered an “Active Consultant” end on the last day of June and December of each year.
 - iii. At the end of either of these (6) six-month periods, any Consultant who does not have a cumulative PV of at least 300 in the period will have her/his Consultant Agreement canceled.
 - iv. Newly enrolled Consultants are exempt for the remainder of the (6) six-month period during which they enrolled, but must personally generate at least 300 PV in the next (6) six-month period.

Section 5 Cancellation

A Consultant’s contract may be canceled at any time by either the Consultant or the Company. The Consultant and Company may cancel for any reason or for no reason.

- 5.1 If Consultant’s contract is canceled (voluntarily or involuntarily), you will be paid any outstanding Commissions owed to you as of the date of cancellation or suspension. Commissions will be paid by the 10th of the following month.
- 5.2 Consultant may reactivate any time after cancellation, as long as the contract was not canceled by the Company. The following applies to reactivation:
 - A. Consultant(s) who reactivate within the first (12) twelve months after cancellation will be charged a reactivation fee of \$49.
 - i. You must retain your previous Consultant ID number, and unless Perfectly Posh determines otherwise:
 - ii. You may not purchase a new Starter Kit.

- iii. You may not change your sponsor.
 - iv. You may not have any of your previous downline re-assigned to you.
 - v. You are not eligible for any new Consultant programs or awards, such as but not limited to, Quickstart Rewards.
- B. Consultants who wish to reactivate 12 months (1 year) or more after cancellation will be considered new consultants, will be required to purchase a starter kit, and should follow the steps as outlined in section 4.1 (What does it take to qualify as a Perfectly Posh Consultant).

5.3 Voluntary Cancellation If you wish to voluntarily cancel your Consultant Agreement with Perfectly Posh, you must do so in writing via a Support Request in the Virtual Office. Please include your name and Consultant ID number. The effective date of your cancellation will be the first day of the following month and may be up to 45 days after your request is received. Any outstanding commissions owed to you will be paid according to Perfectly Posh's payment plan.

Section 6
Leave of Absence:
Maternity, Military, or Illness

- 6.1** Maternity Leave
- A. Any Consultant may apply for maternity leave and be waived from the Personal Volume or "Active Consultant" requirement for four months.
 - B. To qualify, the Consultant must contact Consultant Services at <https://support.po.sh/hc/en-us> to request leave and have that leave approved in writing by Posh, at least 30 days before the leave is to take effect.
 - C. All other Pay Plan requirements continue during maternity leave.
 - D. Perfectly Posh must approve all requests prior to starting your leave.
 - E. Consultant acknowledges and agrees that Posh may require certain documentation in order to evaluate any request for leave.

- 6.2** Military Leave
- A. An active duty or reserve military Consultant that is transferred to a U.S. military base outside of the U.S.A. or U.S. territory where Perfectly Posh, LLC does not do business may continue to maintain active status if:
 - i. You maintain a residence and mailing address in the United States.
 - ii. You maintain your Personal Retail Sales volume through your Consultant website.
 - iii. You do not sponsor or sell products to any individual who resides outside the 50 United States or US territories, including Canada.
 - iv. You continue to maintain contact and support your team and company through phone, web, email, etc.
 - B. If you are not able to maintain support of your downline or customers, you and your Perfectly Posh account will be put on hold as a Consultant until you return to the United States. The maximum period of time in which Active Consultant status may be put on hold is 6 months and then the company will re-evaluate your active status.
 - C. All communications from Perfectly Posh will be through normal Consultant communications such as email, text message, the Newsroom, the Consultant Virtual Office, and/or newsletters.
 - D. No product will be sent to you while you are out of the United States.
 - E. To qualify for military leave, a Consultant must contact Consultant Services by submitting a support request at <https://support.po.sh/hc/en-us>, and have it approved at least 30 days before the leave is to take place.
 - F. Perfectly Posh must approve all requests prior to starting your leave.

- 6.3** Illness Leave
- A. A leave of absence resulting from illness will be considered on a case-by-case basis.
 - B. To qualify for illness leave, a Consultant must contact Consultant Services at <https://support.po.sh/hc/en-us> to request, and have it approved within 2 weeks following the onset of the illness.

Section 7 Change of Address and Contact Information

- 7.1 It is the responsibility of the Consultant to update any contact information or payment information within the Consultant Virtual Office.
- 7.2 Perfectly Posh is not responsible for misdirected communications, undeliverable payments, etc., resulting from a Consultant's failure to update contact information. Perfectly Posh reserves the right to charge the Consultant any and all costs associated with forwarding, re-shipping, or redirecting any orders, payments, shipments, or any other means of doing business should costs occur due to incorrect contact information.

Section 8 Starter Kit Return

- 8.1 If a Consultant decides to self-cancel their relationship with Perfectly Posh, the Consultant may return any "resalable" contents from the original kit for a refund within the six months subject to Perfectly Posh's refund policy. This will result in a forfeiture of any product or business supply credit and any rights to Consultants in their downline.
- 8.2 The returned starter kit must meet the following criteria:
- A. Unopened and unused;
 - B. All packaging and contents must be in perfect, resalable condition; and
 - C. Product must not be altered in any way.
 - D. You are required to ship all returned product back to the company at your own expense. Perfectly Posh is not liable for any damage or loss of returned product that may occur in return shipment. Please use a qualified carrier, ensure you are returning it to the correct address, and that you have packaged the return appropriately.
 - E. No refund or credit will be issued until product has been received, reviewed, and logged back into the inventory of Perfectly Posh, LLC. A Consultant Support Specialist will process the return. Credit will be issued only to the credit card used to purchase the inventory, and may take up to 7-10 business days to show as a refund in your account once the return has been authorized by Perfectly Posh.

Section 9 Premier's Responsibilities

- 9.1 As a Premier, you accept the responsibility of providing support to your Team. A Premier must do the following to maintain the title of Premier or higher:
- A. Meet all requirements in the Pay Plan as a Premier.
 - B. Maintain professional working relationships and communications with Premiers in your upline and downline.
 - C. Follow and comply with all current Policies and Procedures.

9.2 Premier Privileges

As a Premier, you may be invited by the Company to participate in events, discussions, or other various activities related to the Company's business. This invitation is at the discretion of the company and is not required.

Upon reaching the rank or status of Platinum Premier, the standards and expectations are high. The Company considers it a conflict of interest and violation of this contract for Consultants who reach this rank or status to join another company that Competes with Perfectly Posh (as determined by Perfectly Posh) as an employee, or any direct sales related company as an employee, contract employee, or independent distributor for a period of one year following their separation with Perfectly Posh. Platinum Premiers must be able to fulfill their duties and responsibilities with Posh. Such action could result in a demotion, termination of my Perfectly Posh account, or other disciplinary action, including but not limited to legal action, as deemed necessary and/or appropriate by the Company. [See also 3.2 (m).]

Other positions of trust and collaboration may also be extended to Consultant(s) within the Company. Any Consultant(s) asked to participate in these positions or discussion and collaboration will be required to sign a Non-Disclosure Agreement (NDA). Participation is voluntary and in no way impacts the standing of the Consultant should they choose not to participate.

9.3 Premier Demotions

A Premier may be demoted to the title Pink Plus 3 for not fulfilling any of the responsibilities listed above in Section 9.1. As a Premier, you must meet the Premier maintenance requirements at least once in a rolling three-month period or you will be demoted to the title Pink Plus 3. If you are demoted from the title of Premier for any reason, you will be placed back into the Team of the next upline Premier and are no longer eligible to participate in any activities designated as Premier Privileges above. You may re-qualify for Premier in any calendar month, at which time Premier Privileges may resume.

While a demoted Premier with Pink Plus 3 status, Perfectly Posh reserves the right to limit your access to groups, information, activities, etc. (e.g., Facebook groups, contests, and more). Each will be evaluated and communicated by Home Office to determine if demoted leaders may or may not be participating. We reserve the right to offer/not offer this benefit to those who are in “demoted” status. Full participation will resume as soon as rank has been re-established.

Section 10 Recruiting

10.1 Opportunity and Responsibility

- A. All Consultants have the opportunity to sponsor other individuals into their Teams.
- B. Recruiting is not a requirement to be compensated for personal sales.
- C. Any individual who wants to enroll with you in Perfectly Posh must enroll on your Perfectly Posh Replicated Website.
- D. You have the responsibility to provide support to any Consultant you personally sponsor.

10.2 Recruiting Other Companies' Representatives

- A. Perfectly Posh does not encourage or support the practice of enticing Consultants from other companies to join Perfectly Posh and as a Posh Consultant you shall refrain from such activity.

- B. If a Consultant from another company contacts you, or in your normal course of business you meet a representative from another company that desires to join Perfectly Posh, it is acceptable to offer them the opportunity to join. It is, however, a violation of the Policies for any Perfectly Posh Consultant to entice someone to leave a company with which they are currently enrolled through negative or deceptive practices, or to target Consultants from any specific company for the purpose of enticing them and/or other team members to join Perfectly Posh.
- C. Posh Consultants can promote the Perfectly Posh opportunity using appropriately branded marketing materials. Perfectly Posh does not allow Consultants to entice potential new recruits to join by offering incentives or a discount on her or his Starter Kit. Incentives to join include, but are not limited to, anything of monetary value.

Section 11 Joining Other Companies as a Sales Representative

11.1 Conditions

- A. You may join other companies with the following limitations:
 - i. While an Active Perfectly Posh Consultant you may not join or participate in another company that markets similar products as offered by Perfectly Posh, namely personal care products as defined by the FDA.
 - ii. You cannot sponsor any of your currently enrolled Perfectly Posh frontline Consultants into another company or business.
 - iii. Once you reach the status or ranking of a Platinum Premier, it would be considered a conflict of interest and violation of this contract for a Posh Consultant to join another competing product line as an employee or any direct sales related company as an employee, contract employee, or independent distributor. Doing so would result in a demotion or other disciplinary action as deemed appropriate by the Company, including but not limited to termination.
- B. Honesty in Enrollment of Others

- i. Any Consultant who falsifies the enrollment of another person will be canceled immediately.
- ii. You may not use your credit card to enroll another person in Perfectly Posh.
- iii. Perfectly Posh reserves the right to refuse enrollment of family members and members of your household if we suspect the enrollment is being done for the sole purpose of advancing the business of the sponsor (i.e. enroll a spouse in order to make Monthly Award). This is a deceptive practice and can result in the loss of incentives, Rank Advancements, or even the good standing of your Perfectly Posh business up to and including termination.
- C. Changing Sponsor
 - i. While an Active Consultant, you may not change your personal sponsor for ANY reason. This is so the Company can preserve the integrity of the downline structure.
 - ii. If your sponsor is canceled for any reason, you will be moved up to the next Active Consultant to whom your sponsor was frontline. This person then becomes your personal sponsor.
- D. Consultants waive any and all claims against Perfectly Posh, its officers, directors, owners, employees, and agents that relate to or arise from the Company's decisions regarding the disposition of any downline organization that develops below an organization that has improperly changed lines of sponsorship.

Section 12
Sale of a Perfectly Posh Business

It is the intent of the Company to allow any Consultant who wishes to sell their Perfectly Posh business to do so subject to the discretion of Perfectly Posh to prohibit or override such sale. The sale is subject to certain conditions and limitations, and must follow the process prescribed below:

- 12.1 Conditions**
 Any Consultant at any sales rank may sell their business to an outside individual who is currently not an active Consultant. The seller must inform the Company in writing via a Support Re-

quest of their intent to do so. Before the sale can be finalized it must be approved by Perfectly Posh; any debt obligations the selling Consultant has with Perfectly Posh must be satisfied. Any sale must include a Consultant's entire business (i.e., a Consultant may not sell portions of her or his downline).

If the company suspects you are soliciting team members or other Posh Consultants to any new business venture, Perfectly Posh reserves the right to terminate and "close" your business, thus eliminating your ability to sell. Soliciting any Perfectly Posh Consultant to ANY other business venture is strictly against the Policies and Procedures and will be taken very seriously.

12.2 Subject to Refusal and Right to refuse sale

All sales are subject to a Right of First Refusal ("RFR") to the Company. The Company always retains the right to refuse any and all sales of a Consultant's business. If a Consultant receives a bona fide offer to purchase their business, the Consultant shall first offer to sell to the Company on the same terms and conditions contained in the bona fide offer. The Consultant shall deliver the bona fide offer in writing to the Company, and the Company shall have ten (10) business days in which to accept the offer. If the Company fails to exercise its RFR within the ten (10) day period, the Consultant may then offer the sell to the third party according to the same terms and conditions contained in the bona fide offer. The Company must approve in writing the sell of a team.

Consultants with a "team" who no longer wish to continue leading the team may relinquish their team and let it roll to their direct upline while still remaining a Consultant with Perfectly Posh. These requests can be made by submitting a Support Request.

- 12.3 Limitations**
 The buyer cannot be a Perfectly Posh Consultant or be closely related to the Perfectly Posh Consultant selling their team and must follow the steps as outlined above to become a Perfect-

ly Posh Consultant. In addition, they must meet all eligibility qualifications as required by Perfectly Posh, which may change from time to time at the sole discretion of Perfectly Posh, and continue to remain in good standing with the Company.

12.4 Process for Sale

- A. The seller must notify the Company via a Support Request of intent to sell their Perfectly Posh business and follow the steps as outlined and required by Perfectly Posh.
- B. The seller must provide to the Company a copy of the sales contract, seller's information, any relevant terms of the sale, and the effective date of sale.
- C. A copy of the executed sales contract signed by both seller and buyer must be provided to the Company.
- D. The Company must approve and finalize any sale of a Perfectly Posh business. The company reserves the right to refuse any transaction for any reason.

12.5 Separation of a Perfectly Posh Business due to Divorce or Business Break-up

- A. When a Perfectly Posh business is jointly owned and operated by a spousal partnership, or as a business entity, there must be a way to equitably separate that Perfectly Posh business in the event of a divorce or the dissolution of the business entity. This separation must be handled in a way that does not adversely affect the interests and income of other businesses up or down the line of Sponsorship. If the separating parties fail to provide for the best interests of other Consultants and the Company, Perfectly Posh at its sole discretion has the right to involuntarily cancel the Consultant Agreement.
- B. During the pendency of a divorce or business break-up, you must adopt one of the following methods of operation:
 - i. One of the parties may, with consent of the other(s), operate the Perfectly Posh business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize Perfectly Posh to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
 - ii. The parties may continue to operate the Perfectly Posh business jointly on a business-as-usual basis, whereupon all compensation paid by Perfectly Posh will be paid in the joint names of the Consultants

or in the name of the entity to be divided as the parties may independently agree.

- iii. The business can be operated pursuant to the status quo as it existed prior to the filing of the divorce. If no special written instructions are given to Perfectly Posh, this shall be the default method of handling a business during divorce proceedings.
- iv. In a divorce action, the spouse who is not awarded the business may re-enroll immediately without waiting six calendar months.
- v. In the case of the dissolution of a business entity, the business must be awarded to a single party. The partners, shareholders, members, or other owners who did not receive the business must wait six calendar months before they can re-enroll as Independent Consultants.

12.6 Succession Due to Death or Incapacitation

In the event of your death or incapacitation, your Perfectly Posh business may be passed to your heirs. For this to occur, the necessary legal documentation must be submitted to Perfectly Posh. If you wish to bequeath your Perfectly Posh business, please work with an attorney to prepare a will (or other testamentary instrument). The successor(s) must:

- A. Execute a new Consultant Agreement;
- B. Comply with terms and provisions of the Agreement; and
- C. Meet all of the qualifications for the deceased Consultant's rank.

Bonuses and Commissions of a Perfectly Posh business transferred in this manner will be paid in a single installment. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal Taxpayer Identification Number (TIN). Perfectly Posh will issue all bonus and Commission checks and one IRS Form 1099-Misc to the business entity.

12.7 Transfer Upon Death of a Consultant

To effect a testamentary transfer of a Perfectly Posh business, the successor must provide the following to Perfectly Posh:

- A. A copy of the death certificate;
- B. Letters testamentary or written instructions from the executor of the estate providing instruction on the disposition of the business; and
- C. A completed and executed Consultant Agreement by the beneficiary or trustee if the business is to be held in trust.

Section 13 Income Claims

- 13.1** Because Perfectly Posh Consultants do not have the data necessary to comply with the legal requirements for making income claims, a Consultant, when presenting or discussing the Perfectly Posh opportunity or Pay Plan to a prospective Consultant or to others in any context, may not make income projections, income claims, or disclose her or his Perfectly Posh income (including, but not limited to, the showing of Commission information, bank deposit records, bank statements, tax records, etc.).

Section 14 Bonus Buying

- 14.1** Consultants should never purchase more product than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Consultant to buy more products than they can reasonably use or sell to retail customers in a month. Such “bonus buying” is strictly prohibited. Bonus buying includes any mechanism or artifice whether done directly or indirectly to qualify for rank advancement, incentives, prizes, Commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers and/or enrollments of bona fide Independent Consultants. Bonus buying includes, but is not limited to, purchasing products through a straw man or any other deceptive selling or recruiting activity.

**THIS SECTION COMPLETELY OVERHAULED.
PLEASE READ CAREFULLY**

Section 15 Selling and Ordering

- 15.1** As a Perfectly Posh Consultant you have the opportunity to sell Perfectly Posh products to any customer within the United States. Remember that Perfectly Posh does not do business outside of the 50 United States.

We will not ship to any location outside of the U.S., including Canada. In addition, Perfectly Posh Consultants are not allowed to directly or indirectly sell or ship products to anyone outside the 50 United States for business purposes. In no circumstances shall a Consultant who moves or resides outside of the country place orders while a resident

outside of the United States, as the company is not licensed to legally sell skin care products in any other country at this time.

15.2 Minimum Acceptable Pricing Policy (MAPP) Standards

Minimum Acceptable Pricing Policy Standard at Perfectly Posh states: You may never offer product for sale at a publicly published price that is lower than the exact item is currently selling for on your replicated site. Products no longer offered on your replicated website are able to be shared and advertised at any price you would like to sell them at providing it is not higher than the highest retail price the item was ever sold at. (In other words, it is a violation of P&Ps to charge \$27 for Shake Your Shamrocks” just because it was very popular and sold out quickly.)

If an item has old packaging, but a newer packaging version of that same item is on the site, you are permitted to discount the old packaging at your discretion.

You can share promotional pricing as Home Office offers various items. For example, BFF on sale for \$19 is offered through Friday. You can then publicly share the price as long as Home Office has the promotion still active.

15.3 Selling in Various Venues and Through Various Channels

You may sell Perfectly Posh inventory (including pre-orders) in any establishment as long as you meet the following standards and abide by all policies listed in this document.

While Perfectly Posh does not advocate the practice of carrying inventory, we do see instances where doing so responsibly is a benefit to Consultants and their customers. As such, you are permitted to keep a reasonable amount of cash and carry inventory. “Reasonable” will vary from Consultant to Consultant based on the nature of their business.

Sales taxes are collected and accounted for when you place orders in your Virtual Office or on your replicated website. Perfectly Posh files sales taxes for you based on those purchases; you do not have to file separately as you make sales of those products through the channels listed below.

Remember: quantifiable recruiting incentives in any of these environments is never permitted. Enticing recruits with anything that can have a dollar value assigned to it is always a violation of Policies and Procedures.

Likewise, any selling to your downline to boost personal numbers is strictly prohibited; bonus buying is strictly prohibited; inventory dumping (selling in bulk for the purpose of reducing your inventory) is strictly prohibited.

These rules and practices apply to all the selling channels mentioned below (and any and all selling channels that are not mentioned). Specific considerations are offered with each type.

A. Events Involving a Hostess (e.g., home parties)

- i. Pampering a hostess as she helps you share Perfectly Posh is a great way to build your business.
- ii. While we do not advocate the practice of carrying inventory, Consultants are permitted to offer cash and carry product at home parties, open houses, and through Portable Parties. Consultants may also leave product with hostesses to help them increase sales immediately before or after their events.

B. Fundraising Events

- i. Fundraising events provide opportunities to grow your business and to support worthwhile and important causes.
- ii. Fundraising events are in no way supported by the Perfectly Posh Home Office and are the sole responsibility of the Consultant.

*Note: Fundraising events can have their own unique sales tax implications and rules. Consult with your own personal tax and/or financial advisor for more clarification.

C. In Home Cash & Carry (Consultant's Home)

- i. One-on-One pampering consulting sessions are a great way to share Posh. Likewise, the ability to have a few favorite products on hand should a customer want to pick something up outside an event is appropriate.
- ii. Should you choose to carry inventory at your home, you are not permitted to have regular, consistent shopping/busi-

ness hours. Times available for shopping should be limited and should vary week to week and month to month.

D. Online Selling

- i. Online selling can only happen through two specific channels: your replicated Perfectly Posh website and on social media through closed VIP Groups/ events.
- ii. Other means of online selling, including but not limited to the following, are expressly prohibited: eBay, Amazon, etsy, Varagesale, Craigslist, other auction sites, custom shopping carts, and any other sales mechanisms that are online and able to direct sale product to a customer.

D.1 Selling through your Perfectly Posh Replicated Website

- i. A Consultant may only sell from her Perfectly Posh official replicated website in the USA.
- ii. You may have one URL that forwards customers to your replicated website for purchasing.
- iii. That URL must not contain the phrase "Perfectly Posh" nor any other trademarked name or phrase held as Intellectual Property of the company.
- iv. You must always clearly represent yourself on all sites and in all advertising activity as an Independent Consultant of Perfectly Posh. Any behavior judged out of compliance with this policy may result in termination without warning.
- v. You may offer financial or other product or work-related compensation to Bloggers/vloggers/online influencers who promote your brand. You must represent yourself as an Independent Consultant very clearly when they promote you, and you nor they can publicly promote any price that fall below the MAPP standard. All product sales must happen from your replicated website.
- vi. You may co-brand your product with other companies (e.g., an influencer features one of your face masks and a candle company simultaneously). However, you may not be a representative of another company (direct sales or otherwise) and co-brand your Perfectly Posh product with your other products on any website owned or managed by you or your business team.

D.2 Selling on Social Media

- i. VIP Groups (and similar special status groups, pages, and events) are permitted and encouraged for your business. VIP Groups should be private and closed to the public if you intend advertise below MAPP pricing.
- ii. Members must opt into these VIP Groups and should not be added against their will or without their express request and permission.
- iii. Product specials and discounts (including offers where pricing is under MAPP standards) can be offered in these groups; recruiting discounts or quantifiable incentives are never permitted.
- iv. Product specials and discounts (outside of those offered by Perfectly Posh) cannot be shared on your public-facing (non-VIP) social media pages. However, you can use non-specific and general ads on your public social media pages to entice people to join your VIP group.
- v. Product specials and discounts may be offered through other “connectivity” groups, whether started by the Consultant or someone else, as long as members add themselves and with the express written permission of the owner of the environment. These other groups, as such, must be private and not open to the public.
- vi. Perfectly Posh strongly discourages Consultants from engaging in, hosting, owning, or sponsoring lottery/swap groups or purchases. You are solely responsible for any consequences that come from this type of behavior. Should you be implicated in any suspicious or fraudulent behavior in these types of activities, Perfectly Posh reserves the right to intervene. Consequences are serious and could include suspension and even termination. Perfectly Posh will in no way be liable for your risky behavior.
- vii. Selling cash and carry products through private/non-public groups/events is the only type of online selling permitted outside of your replicated website.
- viii. Social media ad boosting is permitted as long as the advertising is compliant with the Policies and Procedures outlined in the document, does not offer pricing outside of MAPP standards, and is clearly designated to be that of

an Independent Consultant and does not appear to represent the Home Office in any way. Any subjectivity on the viability of any ad is subject to the discretion of the legal and compliance teams at Perfectly Posh.

E. Other Types of In-Person Cash and Carry

- i. You may sell Perfectly Posh inventory (including pre-orders) in any establishment as long as you meet the following requirements:

E.1 Mixed Use Spaces

- i. You may not have fixed hours at mixed-use, personally-obtained spaces. The location must not be a permanent retail location with fixed hours. You cannot have regular hours of business from week to week or month to month. For example, if you have a strip mall demonstration office for team meetings, you may cash and carry out of that office with varied hours each day and week. That schedule can be advertised at your physical location and in your closed VIP groups (and other opt-in spaces), but not broadly in any paid advertising. Your hours must vary every week and every month.
- ii. You may not have any permanent retail space that is not mixed use, meaning you cannot open a “Posh Store.” For a space to be mixed use, its primary purpose cannot be to cash and carry your products. Its primary purpose could be for team meetings, leadership events, office work space, community events, free public demonstrations, etc. The offering of cash and carry products could be a secondary function with no permanent, recurring schedule.
- iii. No more than \$2,000 in MAPP retail value can be displayed at any given time. We do not encourage carrying an amount of inventory that a consultant cannot reasonably sell in a realistic timeframe.

E.2 Kiosks or Booth Rentals

- i. Kiosk or booth rentals are permitted on a temporary basis. The space you lease must be vacated by you, your business, and anyone who works in it or knows the terms of your contract for one full calendar month per quarter. (Quarters are defined as: January - March, April - June, July - September, October - December.) You cannot maintain a “monopoly” on any kind of cash and carry

space for more than 2 calendar months of any given quarter, nor can you colude with another Consultant to hold or share the space for any length of time beyond two months (i.e., you cannot work with another Consultant to share a space and swap occupancy back and forth in an attempt to prevent others from contracting the space after your two months).

- ii. If you choose to share the “lease” with other business owners or team members during your two calendar months, you cannot sell any other direct sales items, nor personal care products in it.
- iii. The contract and financial obligations of using such a space are solely the responsibility of the parties involved and Perfectly Posh will not interfere nor arbitrate in any way, shape or form. We do not advocate this practice nor heavy purchases of inventory to support it, but we do not prohibit it.
- iv. If you choose to sell Posh in such a place, the rented space must be manned at all times the larger space is open so as to present a professional experience to potential customers, and to represent the brand well. It must clearly display that you are an Independent Consultant of Perfectly Posh. You will be solely responsible for the viability of the venture, along with the security and professional managing of your space.
- v. Sales at short-term rentals (kiosks, booths, etc.) that feature only Posh products are limited to \$4,000 accessible inventory measured by MAPP standard retail value at any one time. This applies to any locations that will be in place longer than 21 days consecutively. You can determine pricing at these establishments as long as they are not advertised online to the public (i.e., you can share prices to your private VIP group but not on a public social media page).

E.3 Events, Fairs, Expos, Etc...

- i. Events, fairs, expos, shows, and the like, offer an opportunity to put Posh Products in front of a high capacity crowd. These events follow similar rules as kiosk or booth rentals, but because of their temporary nature (must be less than 30 consecutive days), they do not have inventory limitations. Inventory loading is not recommended by Perfectly Posh. Only experienced Con-

sultants should book events, and they do so entirely at their own risk.

- ii. Prior to committing to any show or cash-and-carry space, it is recommended that you:
 - a. Sign-up through the event manager of the show or fair; or with the leasing manager, owner, etc. of the facility
 - b. Identify yourself on all applications as a Perfectly Posh Independent Consultant; and
 - c. Keep copies of all signed contracts and payments.

*Note: Perfectly Posh has no control over event organizers/owners/managers so it is your responsibility to maintain a professional booth, comply with all Perfectly Posh Policies and Procedures, and comply with all event/facility policies and rules of conduct.

E.4 Consignment Spaces, Boutiques, Salons

- i. If you choose to offer product in spaces where others will sell it for you (e.g., a consignment shop), here are some rules that must be followed (these same rules apply to any physical spaces where you are selling product and are not present):
 - a. You cannot permanently have someone working selling your product; those selling your product should also be otherwise employed by the establishment. This helps ensure this is not a permanent establishment.
 - b. You may work at this establishment (and may advertise such), but your hours of operation should differ from those of the establishment and should be limited to no more than 10 days each month. The schedule of days should vary each month (i.e., you cannot advertise that you work every Saturday).
 - c. You cannot have a Posh only store. If you are leaving inventory to be sold, it must be in a space that sells others goods and/or services.
 - d. You cannot exceed \$2,000 in MAPP retail value at any given times.
 - e. Your product display must be able to stand alone the majority of the time (i.e., you should negotiate a contract where you leave a cash and carry display where the establishment owner collects and remits payment, and where you can have periodic check-ins to restock). Splitting the profitability or paying rent for the space and sales collection is permitted. Perfectly Posh has no ability to

- negotiate anything with these relationships. Protect your business upfront with the appropriate agreements.
- f. If you are supplying an establishment with inventory, you must leave your name and business contact information with the establishment on display for all customers. (Only active Perfectly Posh Consultants can sell product; you should remain the representative of the company, not the owner/manager of the place where you are displaying product.) Another person must not be selling your product fulltime.
 - ii. We recommend you precede any selling in these spaces with the following:
 - a. Negotiate and plan thoroughly with the owner or general manager of the establishment and have the plan printed and signed by both parties;
 - b. Identify yourself before doing business as a Perfectly Posh Independent Consultant;
 - c. Keep copies of all signed contracts and payments.

*Note: Perfectly Posh has no control over these relationships so it is your responsibility to maintain a professional relationship, comply with all Perfectly Posh Policies and Procedures, and comply with all policies and rules of conduct of the establishment.

E.5 Subscription and Other Combining Programs

- i. You may set your own retail price when combining/bundling Posh products with other items that are either non-Posh items or are non-commissionable Posh items. Where true value of said product would be impossible to determine, you can combine and promote as long as other Policies and Procedures are strictly followed. These might include gift baskets, subscription type boxes, and similar product offerings.
- ii. These combined items can never be associated with enrollment and/or recruiting promotions.
- iii. Perfectly Posh is not responsible for any combining of items, specifically as it pertains to any other product offered by any other company (e.g., an accessory, gift wrap, promotional item). The Consultant offering the bundle/kit is solely responsible for the quality and claims.

- iv. Bundling with products seen as competitors in the personal care space is prohibited (i.e., you cannot offer a moisturizer from another business in your kit).
- v. Not honoring your commitment in a subscription model with a customer is grounds for termination.

15.4 Definitions & other clarification:

- A. These rules are all designed to prevent a monopoly situation, inventory loading without a reasonable expectation of being able to sell the inventory, and preserve healthy competition and many Consultants in any area. Perfectly Posh reserves the right to shut down any activity perceived to have a monopoly on any channel or location. Perfectly Posh reserves the right to define what is a monopolistic practice.

Section 16 Making Payments, Submitting Orders, Delivery, and Sales Tax

16.1 Forms of Payment

- A. All orders being placed online must be submitted with a valid credit card, a Posh Pay Card, or Posh ProPay account (See 18.1).
- B. You may collect payment for orders in the form of cash, check, credit card, or other electronic payment. When you submit your order to the company either as a single order or a party order, however, it must be made with a valid credit card or debit card.
- C. All checks must be made out to you as the Consultant. When a customer pays in cash or check, you will be responsible to submit the order with your credit card or debit card.
- D. The Company will accept and process all major credit card payments from your customers on your behalf at no additional cost to you. If any problems arise with payment by credit card, it will be the sole responsibility of the Consultant to collect payment. Perfectly Posh does not assume responsibility for declined credit cards. If a customer's credit card is declined, the Consultant can either remove the order from the party or collect alternate payment from the customer prior to submitting the party order. The billing address for

the credit card must match the address the customer lists on the order form. If it does not match, the credit card company may not accept the charge.

- E. It is the Consultant's responsibility to safeguard all credit card information, maintain a secure Internet connection on any computer they are using to submit orders, and to safely destroy ALL customer credit card information after the order is complete. It is recommended that Consultants keep a copy of each Order Form on file for one year. This is for the protection of the Consultant in case there is a disputed charge.
- F. It is the sole discretion of each individual Consultant to accept or decline the option of check payment. You are also responsible for any checks written to you, and it will be your exclusive responsibility to collect an alternative form of payment should you receive any bounced checks.

16.2 Timely Submission of Orders

All Home Party orders must be closed and submitted within 5 days of the party. Online Parties and Portable Parties must not be held open for a longer time than is reasonable, and must be submitted within 5 days of closing the party.

16.3 Timely Delivery

It is your responsibility to ensure that all orders are delivered to the customer in a timely manner. This includes any orders shipped directly to the Hostess for customer deliveries.

16.4 Sales Tax

In all states that have a sales tax, our software system will calculate the appropriate rate based on the "Ship To" address on the order. It is your responsibility to collect the appropriate amount from the Customer at the time of the order. Perfectly Posh will remit the sales tax to the state.

You are not burdened with the responsibility of reporting and submitting sales tax payments, however, you are responsible for all applicable sales tax charges on your orders.

Section 17 Business Supplies

17.1 Business supplies will be made available to Consultants. Some supplies may be available as a free download through your Virtual Office or purchased in the Posh Portal.

17.2 Business supplies are not commissionable and do not create any volume for qualifications.

17.3 The purpose of business supplies is to help promote and build your business.

17.4 Consultants may not sell marketing supplies of any kind to other Consultants or outside vendors.

17.5 Business supplies are non-returnable except upon the termination of a Consultant's business. You may exchange any supply that is not on sale, close-out, or clearance for credit ONLY within 30 days of purchase if it is unused and in resalable condition.

17.6 Cost of return shipping on business supplies is the sole responsibility of the Consultant. Perfectly Posh is not liable for any return lost in transit by any carrier.

17.7 Perfectly Posh reserves the right to reject any return of business supplies.

17.8 It is not required that you buy any business supplies. They are tools that are offered to you for the sole purpose of promoting your Perfectly Posh business. You can access these business supplies online at the Posh Portal Store located at <https://www.perfectlyposh.com/p/poshportal>.

17.9 Should you decide to create your own marketing materials, you are permitted to do so for personal Posh use only, providing you are compliant in all of the following and do not attempt in any way to sell or profit from materials created:

- A. You must include the Independent Consultant version of the logo prominently;
- B. Include your name and at least one means of contacting you;

- C. You do not intentionally or unintentionally lead any customer or potential customer to believe you represent the corporate presence. You may **never** appear as if you are representing the Corporate Home Office.
- D. Use the appropriate color palette (Pantone PMS 205 C) pink.

Failure to comply with this policy is considered a serious violation and Perfectly Posh will take action as deemed necessary and appropriate at its sole discretion, up to and including termination without a warning.

17.10 It is also expected that any marketing materials created by you or outside of those that are offered by Posh maintain a respectable level of quality. Substandard papers, inks, materials, etc. are a poor reflection on the Perfectly Posh brand and your business. Please take the time and resources to ensure you are representing your Posh business and the Company well. Additionally, Consultants are prohibited in promoting vendors to sell Posh branded items to other Consultants.

17.11 Sales of Consultant Produced Materials

- A. If you create any sales tools or marketing materials that are approved by the Company, you may provide them to other Consultants free of charge. However, you may not sell the materials, charge any fee, or request a “donation” to any other Consultant to use or access the materials. In addition, you may not sell or charge any fee or request a “donation” from any other Consultant for any accessories or other products associated with your Perfectly Posh business such as, but not limited to, soap holders, etc.
- B. Your relationship with Perfectly Posh as an Independent Consultant is for the sole purpose of selling our pampering products and building and mentoring a team should you choose. Using your Perfectly Posh relationships for any other business purpose is strictly prohibited and can result in termination.

Section 18 Payment of Personal Commissions and Bonuses

18.1 Personal Commissions

- A. You receive personal Commissions from products that you personally sell to customers and retail rebates on product that you personally purchase. Personal Commissions and rebates are paid at the same percentage rate, and are based on the retail price of the product. The percentage rate you are paid is determined by your “Paid-As” monthly Rank in the Pay Plan.
- B. There are no Commissions earned on Posh Perks, free, and certain discounted items.
- C. In order to receive Commissions as an Independent Consultant with Perfectly Posh, you are required to set up a Posh Pay account through ProPay. All Consultants are required to keep their ProPay account in good standing. To see the requirements for ProPay, visit: <https://www.propaypayments.com/legal/Default.aspx>

18.2 Bonuses

You are paid bonuses on the sales of other Consultants in your downline. The bonuses are calculated on the “Paid-As” monthly Rank you hold and the Title held by your frontline Consultants in the calendar month that the sales were made.

18.3 Time of Month Paid

All Commissions and bonuses will be paid out by the 10th of the month following the calendar month in which they were earned. All Commissions and bonuses will be paid out to the ProPay account you set up during the enrollment process. (Failure to set up an active ProPay account will result in the delay of payment of commissions and/or bonuses.) Should the 10th fall on a weekend or designated holiday, Perfectly Posh will make every effort to pay all commissions the last business day before the 10th of the month.

- 18.4** You are responsible to keep information current with both Perfectly Posh and ProPay. Bonuses and Commissions will be late, missed, or delayed due to missing information or accounts not properly set up. All information must be provided in its complete form at your initiation. No late payment will be expedited if this is the case. Returned Commission payments will be added to the following month's Commission.
- 18.5** You are paid on your personal sales and the qualified sales of Consultants in your downline. You are never paid for recruiting another Consultant.

Section 19 Advertising/Marketing Guidelines

- 19.1** All advertising and marketing materials you use in any form must meet the Perfectly Posh Advertising Guidelines. These guidelines are in place to protect you, your business, our customers, and Perfectly Posh. The misuse of marketing materials or Perfectly Posh branding may result in disciplinary action as deemed appropriate by the Company.
- 19.2** Consistent Branding
Permitted and approved logos, photos, and other design elements are provided in the Support Center to help you create materials that follow appropriate trade dress and branding standards. The misuse of these design elements may result in disciplinary action as deemed appropriate by the Company. You may not alter the approved logos in any way.
- 19.3** Approved Advertising and Tools
- A. Personal Branding
- i. Perfectly Posh has gone to great lengths to provide the highest quality marketing tools at a reasonable price to help you build your business. Marketing tools will be made available in the Support Center and through the Posh Portal.
 - ii. The Company's name, logos, and product names are trademarks and trade names belonging to the Company. Consultants must not use the Company's trademarks or trade names in any marketing material that they create with the exception of those marks and images that are approved for Consultant use and posted in the Support Center. The misuse or infringement of Company trademarks may result in disciplinary action as deemed appropriate by the Company, including but not limited to termination of your consultant account or, if necessary, legal action.
- B. Business Cards
- i. If you choose to use business cards, there are a variety of styles to choose from in the Support Center and through the Posh Portal.
- C. Telephone or Web Listings
- i. When posting your business in any telephone book or web listing you must use the following format:
 - a. Your name or entity name
 - b. Perfectly Posh Independent Consultant or Perfectly Posh Independent Consultant/Your Title
 - c. You must not imply or use any language that would lead a person to think you are the Perfectly Posh Corporate presence or an employee of Perfectly Posh.
 - d. Phone, Internet access, and all contracts must be put in your name and not in Perfectly Posh, LLC's name.
- D. Telemarketing
- i. All Consultants must comply with federal / state / local solicitation laws.
- E. Online Marketing
- i. Banner Ads
 - a. Banner advertisements on a website are permitted providing you use:
 1. The Independent Consultant logo
 2. Your name and at least 1 form of contact information
 3. No claims or implications that you represent the Corporate presence
 - ii. Email Spamming
 - a. You are not allowed to transmit mass, unsolicited emails to promote Perfectly Posh to people who do not know you or have not given permission to contact them. Any customer who has chosen to "opt in" as a subscriber or who has initiated a request to be included in bulk emails or a newsletter is approved. Please use a reputable service when contacting any customers via mass email.
 - iii. Spam Linking or Spamdexing
 - a. Any comments you make on blogs forums, guest books, etc. must be unique, informative, and relevant.

- iv. Pay-Per-Click Ads and Sponsored Link
 - a. Sponsored links or pay-per-click ads (PPC) are NOT acceptable.
 - b. Traffic may not be purchased in bulk through a “traffic acquisition vendor.”

Section 20
Use of Trademarks and Copyrights

- 20.1** The Company may license the use of its trademarks to Consultants, subject to the limitations herein and subject to the limitations in any licensing agreement.
- 20.2** Consultants may not use any of the Company’s trademarks or any derivatives of its marks or confusingly similar variations of its marks in any marketing or promotional material that they produce other than those marks and Independent Consultant logos that can be downloaded from the Posh Box. The misuse of Company trademarks may result in disciplinary action as deemed appropriate by the Company, including but not limited to legal action.
- 20.3** Consultants shall not register or attempt to register or reserve any of the Company’s trademarks or trade names, or any derivatives of such trademarks or trade names (collectively “Marks”) for any Internet domain name, URL, subdomain name, email address, or social media handle, address, or name (collectively “Web ID”). If a Consultant does register any of the Company’s Marks in such a fashion, the Consultant agrees and hereby acknowledges that the Company owns, and shall continue to own, all rights in and to the Company’s Marks and that the Consultant will discontinue using the Web ID upon demand from the Company. The Consultant further agrees to immediately re-assign to the Company any Web ID that the Consultant has registered or reserved in violation of this policy at no charge to the Company. The provisions of this Section survive the termination of the Contract.
- 20.4** The Company, in its sole discretion, will determine whether a derivative

or variation of its Marks is confusingly similar to the Company’s Marks. If the Company determines that a term or word used by a Consultant is a derivative or variation of a Company Mark, the Consultant shall transfer the Web ID to the Company pursuant to the preceding policy.

Section 21
Perfectly Posh Consultant Websites

- 21.1** Consultant Replicated Websites
When you enroll in Perfectly Posh you will receive free access to a Company-hosted personal Consultant Website.
- 21.2** Personal Non-Replicating Website
 - A. You may have one Personal Non-Replicating Website/URL (an “Independent Website”) to market or link to your Perfectly Posh business. Your Independent Website must only promote Perfectly Posh products and/or the Perfectly Posh opportunity. Only approved images of the Perfectly Posh products can be used on an Independent Website. (See the Support Center in the Virtual Office for images.)
 - B. Other than your Personal Perfectly Posh Consultant Replicated Website, you may not use the words “Perfectly Posh” or any of the Company’s other Marks, phrases, or other trademarked or protected items in connection with any Web ID.
 - C. All shopping and/or new Consultant enrollment links must link to your Personal Perfectly Posh Consultant Replicated Website. Product sales or enrollments may not occur on any website other than your personal Replicated Website.
 - D. Multiple URLs must not be used to forward or redirect traffic to your Personal Perfectly Posh Replicated Website. Perfectly Posh strictly prohibits any Consultant redirecting traffic from more than her or his one personally owned URL. Blog sites, social platforms, and other third party marketing sites are not considered personally owned URLs.

Section 22 **URL, Email Naming, Blogs, Facebook,** **Social Media, YouTube, etc.**

22.1 You may not use the words “Perfectly Posh” or other Marks in any Web ID. In addition, you may not use words or Marks in any URL, email, or social media address that would directly or indirectly imply that it may be a Perfectly Posh corporate email, URL, or official corporate page. If you are out of compliance, Perfectly Posh will require you to change the Web ID, URL, or social media address. Failure to comply quickly, or amicably will result in immediate termination. Any cost for changing marketing material including business cards, emails, websites, or advertising will be yours. If you have any question about whether or not you are out of compliance then contact Consultant Support via a Support Request in the Virtual Office before purchasing and creating any Web ID.

22.2 You may use social networking sites, blogs, and forums to share information about Perfectly Posh. However, these sites may not be used for transacting sales or Consultant enrollment. All links for selling and Consultant enrollment must redirect to your Personal Perfectly Posh Consultant Website.

Section 23 **Media Inquiries**

If you are approached by any media entity about Perfectly Posh, you must first contact Perfectly Posh before providing any statement, press release, or media announcement. Contact Perfectly Posh via a Support Request in the Virtual Office.

Section 24 **Training Websites**

You may have a separate Training Website for the purposes of sharing with and training others. Training activities or collateral that is not for the sole purpose of benefiting your Posh business, as determined by Perfectly Posh, may not be appropriate. Per-

fectly Posh reserves the right to determine if non Posh related training activities or collateral are inappropriate and need to cease.

One should not charge any fee to or seek compensation from other Posh Consultants likewise, one should not compel other Consultants to purchase external training (including training from a business partner or close family member). General Direct Selling training for individuals who are not consultants of Perfectly Posh for compensation is likewise discouraged as it may be considered a conflict of interest by Perfectly Posh and corrective action may be taken by Perfectly Posh at its discretion.

Section 25 **Shipping**

The present cost of shipping is \$5.99 USD for all orders, with the exception of Starter Kits and some specialty items/kits, and will be sent via preferred shipper as deemed appropriate by the Company. This cost is subject to change at the sole discretion of the company.

*Note: There is a \$25 fee for all package intercepts for shipments in transit.

Section 26 **Returns**

26.1 Customer Refund Policy

- A. Perfectly Posh offers a money-back guarantee on products returned within 30 days from the date of sale to be eligible for a refund or credit. Products must be returned in their original packaging and must be unopened and unused. The product must not be altered, damaged, or marked upon in any way.
- B. Products purchased from a Consultant’s replicated website and shipped directly to the Customer by the Company must be returned to the Company and the Company will issue a refund to the Customer. Products sold to a Customer by a Consultant from her or his inventory must be returned to the Consultant who sold the merchandise, and

- it shall be the responsibility of the Consultant to issue a refund to her or his Customer.
- C. No refund is available for products damaged by abuse or misuse, or for merchandise sold on a closeout or clearance sale, or which is otherwise sold as a “special” and identified as nonrefundable.
 - D. Shipping costs are not refundable, and it is the Customer’s responsibility to pay for return shipping charges on merchandise being returned to the Company unless the merchandise is defective or is received by the Customer in damaged condition.
 - E. If a Consultant returns or exchanges \$300 or more in merchandise during any 12 rolling month period, the Company may treat the return as a cancellation return and may cancel the Consultant’s agreement. Please send all returns to:

Perfectly Posh, Returns
6077 W Wells Park Rd.
West Jordan, UT 84081
 - F. You are responsible to track and retain records of your product credits.
 - G. Perfectly Posh does not accept the return of tools for refund for any reason except upon a Consultant’s cancellation of her business. You may exchange them for credit only within 30 days of purchase if the item is in resalable condition and was not on sale, clearance, or closeout.
 - H. Consultants are responsible for all incurred shipping expenses.
 - I. Perfectly Posh does not exchange product or tools. If you want to exchange an item for another, you may use the return policy above for credit and then purchase the desired item with that credit.
 - J. If you receive an item that is damaged or broken due to shipping, please contact us as soon as possible. Posh only accepts these returns within thirty (30) days of receipt. Please examine each shipment of product or tools carefully and contact us in a timely manner. Photos may be requested. A prepaid shipping label may be provided to you by Perfectly Posh for any necessary returns of defective items. If the damage or defect is a direct result of the shipping carrier, you may be likewise asked to help participate in any claims Perfectly Posh may file to collect reimbursement for damages to your order. Limit of one return per order.
 - K. If you receive an item that has manufacturing defects related to packaging or formulation, please submit a support ticket at <https://support.po.sh/hc/en-us> as soon as possible. Please include item number, lot number and photos. Posh only accepts these returns within thirty (30) days of receipt. A prepaid shipping label may be provided to you by Perfectly Posh for any necessary returns of defective items.

Perfectly Posh,
Manufacturer’s Defect Returns:
1245 E Brickyard Road, Suite 400
Salt Lake City, UT 84106
 - L. Opened or used products where the Consultant or Customer does not “like it” because of personal preferences (texture, smell, color) are not eligible for refunds or Perks.
 - M. Shipments lost by a carrier are the responsibility of the Consultant and their carrier. Perfectly Posh is happy to assist with relevant information such as ship dates and tracking, but is not responsible for packages once they have left the warehouse.
 - N. If there is an error in your shipment, contact Perfectly Posh to rectify the issue within five (5) business days. We regret we cannot correct any shipments, replace missing ordered product, etc. if we are not informed via the ticketing system at <https://support.po.sh/hc/en-us> or by calling (801) 441-1744 within five (5) business days. Please check all received orders for both tools and product promptly. We will work with you to repair any errors as quickly as we are able including expedited shipping when necessary.
 - O. We do not currently offer expedited shipping on either tool or product shipments.
 - P. At the discretion of Perfectly Posh the requirement to return an item before receiving a refund may be waived. (see section 8.2)
 - Q. At the discretion of Perfectly Posh, Perks may be issued in lieu of replacement product or refunds. (see section 4.2)

- R. If a Consultant was paid a Commission based on a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the Commission that was paid based on that product purchase will be deducted from the amount of the refund or a future commission payout.
- A. Montana Residents
 - i. A Montana resident may cancel her or his Consultant Agreement within 15 days from the date of enrollment, and may return her or his Starter Kit for a full refund within such time period.

26.2 Cancellation Returns

Upon cancellation of a Consultant's Agreement, the Consultant may return Business Kits, products, and sales tools that she or he personally purchased from Perfectly Posh (purchases from other Consultants or third parties are not subject to refund) that are in resalable (see Definition of "Resalable" below) condition so long as the products and/or Sales Tools were purchased within one year prior to the date of cancellation. Upon receipt of a resalable Business Kit and/or resalable products and sales aids, the Consultant will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping and handling charges incurred by a Consultant when the Business Kit, products, or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If a Consultant was paid a Commission based on a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the Commission that was paid based on that product purchase will be deducted from the amount of the refund or a future commission payout.

Products and Sales Tools shall be deemed "resalable" if each of the following elements are satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; and 3) it is returned to Perfectly Posh within one year from the date of purchase (the 12-month limitation shall not apply in Maryland, Massachusetts, and Wyoming). Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, shall not be resalable.

Section 27 Competition & Confidentiality Conflicts

- 27.1** As a Consultant you are using both the Perfectly Posh brand and its products to build a business. As such will be held to the Company's high standards. In order to protect its branding and high standards, the Company considers the following to be a conflict of interest.
- A. I understand that upon reaching the ranking or status of Platinum Premier, the standards and expectations are high. The Company considers it a conflict of interest and violation of this contract for Consultants who reach this ranking or status join another competing or direct sales related company and be able to fulfill their duties and responsibilities with Posh. Such action could result in a demotion or other disciplinary action as deemed appropriate by the Company. [See also 3.2 (m).]
 - B. Perfectly Posh owns all of the rights and privileges to the resources provided to and used by its Consultants. The use of Company resources for personal profit, such as Consultant information, product, or supplies is for Perfectly Posh use only and should not be used to facilitate any business outside of a Consultant's Perfectly Posh business. Any other use of Company resources is a violation and could result in disciplinary action, including termination. This includes but is not limited to creating a business outside of Perfectly Posh and using the accessible resources provided to you by Posh.
 - C. Confidentiality is crucial to Posh. Products are constantly evolving and changing to keep them new and fresh. It is meaningful to the Company to be able to continuously provide quality new product while keeping an element of surprise with the fun and creative aspect. To avoid influential situations that affect the decision-making, judgment, job duties, or loyalty of the

Company by Consultants and Company employees, it is important that the relationship between Consultants and Company employees be one of professionalism in nature. Anything outside of a professional relationship presents a conflict of interest.

Section 28 **Disciplinary Sanctions**

28.1 If you are found in violation of your Consultant Agreement or these Policies and Procedures, or if Perfectly Posh determines that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, you may be subject, at Perfectly Posh's sole discretion, to one or more of the following corrective measures:

- A. A written warning or admonition;
- B. A requirement that you take immediate corrective measures;
- C. Loss of rights to one or more bonus and/or Commission payments, rewards, incentive trips, etc.;
- D. Suspension of your Consultant Agreement for one or more pay period (the Consultant will not be eligible for compensation during the suspension period);
- E. The removal of a frontline Consultant and their downline organization from your downline organization;
- F. Involuntary cancellation of your Consultant Agreement;
- G. Legal action as deemed necessary or appropriate by the Company
- H. Any other measure allowed within any portion of the Agreement, or which Perfectly Posh deems appropriate, to equitably resolve injuries caused wholly or in part by your policy violation or contractual breach.

28.2 Perfectly Posh may withhold from you all or part of your bonuses and Commissions while the Company is investigating any potential or alleged misconduct. If your Perfectly Posh business is canceled for disciplinary reasons, you will not be entitled to any Commission or bonus withheld during the investigation period. Perfectly Posh may institute legal proceedings for monetary and/or equitable relief at its sole discretion.

Section 29 **Breach of Contract Procedures**

29.1 Conditional Obligations.

The Company's obligations to a Consultant are conditioned upon the Consultant's faithful performance of the terms and conditions of the Contract. The Company, in its sole discretion, will determine if a Consultant is in breach of the Contract and may elect any, or all, available remedies.

29.2 In the event of breach, the Company may elect to take no action or to exercise some or all contractual remedies and remedies at law or in equity, including, but not limited to:

- A. Notify the Consultant either verbally or in writing of the breach and providing a notice to cure the breach;
- B. Require from the Consultant additional assurances of future compliance;
- C. Withhold or deny recognition and attendant perks;
- D. Assess damages and withhold them from Commission payments;
- E. Suspend Consultant Rights temporarily or permanently;
- F. Seek injunctive relief;
- G. Terminate the Contract; and
- H. Seek damages and associated costs.

29.3 It is considered a breach of contract if you are not an active Consultant in good standing with the company before receiving any award or incentive, or other prize. Any Consultant not still an active Consultant in good standing with the company at the time any prize or award is given will forfeit said prize. This includes incentive trips, consistency and Annual Awards, and bonuses, etc.

Section 30 **General Provisions**

30.1 Indemnification

As a Consultant, you are responsible for all verbal and written statements you make regarding Perfectly Posh products, services, and Pay Plan. You will indemnify and hold Perfectly Posh harmless from any and all liability resulting from your actions while contracted as Consultant or after termination of your Agreement.

30.2 Confidentiality

All Consultant lists and information (including addresses, email addresses, telephone numbers etc.) are confidential and are the exclusive property of Perfectly Posh. You may use the Consultant list of your downline solely for purposes of helping support your Perfectly Posh sales organization. You are required to keep these lists confidential. Under no circumstances may you sell or share the list with any third party or disclose its contents to any third party other than as part of the sale of the business.

30.3 Governing Law, Jurisdiction, & Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in and with the Federal and State Courts in Salt Lake County, in the state of Utah, unless the laws of the state in which you reside expressly requires the application of its laws, in which case that state's law shall govern all issues related to jurisdiction and venue. In the event that Perfectly Posh retains an attorney to enforce any provision of these Policies and Procedures, Terms and Conditions, or the Consultant Agreement, then Perfectly Posh shall be entitled to injunctive relief without the benefit of bond and shall further be entitled to its attorneys' fees and costs.

The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the state of Utah shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Consultant resides expressly require the application of its laws.