



Policies & Procedures United Kingdom

As of September 2012

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SWITZERLAND



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Policies & Procedures

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

SECTION 1 – INTRODUCTION

1.1. CONTRACT WITH ARBONNE

The contract between each Arbonne Independent Consultant and Arbonne includes:

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

These documents are collectively referred to throughout these Policies & Procedures as the "Agreement." The Policies & Procedures set forth in this manual (and as they may be updated from time to time) apply to all Arbonne Independent Consultants.

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

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

1.3. SEVERANCE OF INVALID PROVISIONS

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or 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 comprised a part of the Agreement.

1.4. INDEPENDENT CONTRACTOR STATUS

Every Arbonne Independent Consultant is an independent contractor, not an employee of Arbonne. Each Arbonne Independent Consultant is a self-employed independent businessperson who conducts business under an agreement with Arbonne. Arbonne Independent Consultants are not purchasers of an intangible franchise or a distributorship. The Agreement between Arbonne and the Arbonne Independent Consultant does not create an employer/employee relationship, partnership, or joint venture between Arbonne and the Arbonne Independent Consultant. The Agreement authorises each Arbonne Independent Consultant to sell and establishes his or her rights and responsibilities in connection with the sale of Arbonne products and presentation of the Arbonne opportunity.

1.5. INDEPENDENT CONTRACTOR OBLIGATIONS

- Each Arbonne Independent Consultant is solely responsible for his or her own activities, commitments and contracts, and all liabilities, obligations and expenses which you incur.
- Each Arbonne Independent Consultant is solely responsible for complying with all laws applicable to his or her own business.
- Each Arbonne Independent Consultant sets his or her own hours and supplies his or her own equipment and tools for operating his or her business, such as telephones, transportation, professional services, office equipment and supplies. Each Arbonne Independent Consultant should determine his or her own methods of sale, as long as he or she complies with the Arbonne Policies & Procedures.
- Each Arbonne Independent Consultant must maintain his or her own income and expense records to satisfy applicable requirements.
- Each Arbonne Independent Consultant must provide all insurance coverage required or desired by you with respect to his or her business, including, without limitation, medical and hospitalisation insurance, car insurance and general comprehensive liability insurance.
- Each Arbonne Independent Consultant must obtain all necessary licenses, permits and other governmental approvals applicable to his or her business.

1.6. WARRANTIES, LIMITED LIABILITY AND INDEMNITY

1.6.1. NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT AND IN ARBONNE'S POLICIES & PROCEDURES, ARBONNE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, COMPATIBILITY, OR USEFULNESS WITH RESPECT TO ARBONNE'S PRODUCTS AND SERVICES, ITS WEBSITE, INFORMATION CONTAINED ON THE WEBSITE, THE MYARBONNE.CO.UK PROGRAMME OR THE ARBONNE OPPORTUNITY (COLLECTIVELY HEREAFTER, "SERVICE").

THIS SERVICE IS PROVIDED "AS IS." EACH INDEPENDENT CONSULTANT MAY RELY ON THIS SERVICE SOLELY AT HIS OR HER OWN RISK. ADVICE, OPINIONS AND STATEMENTS SHOULD NOT BE RELIED UPON WHEN MAKING IMPORTANT PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS. EACH ARBONNE INDEPENDENT CONSULTANT SHOULD CONSULT A PROFESSIONAL TO OBTAIN SPECIFIC ADVICE APPROPRIATE TO HIS OR HER CIRCUMSTANCES. WE DO NOT WARRANT THAT THIS SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, AND THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE INFORMATION OR OTHER MATERIALS THAT ARE AVAILABLE ON OR THROUGH THIS SERVICE.

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

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

1.6.2. LIMITED LIABILITY

EXCEPT AS OTHERWISE STATED HEREIN, EACH ARBONNE INDEPENDENT CONSULTANT AGREES THAT ARBONNE, ITS AFFILIATES, AGENTS, INDEPENDENT CONSULTANTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY CLAIM, LOSS, DAMAGES, EXPENSES OR COSTS, WHETHER DIRECT OR INDIRECT, INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, THE USE OR INABILITY TO USE THIS SERVICE OR INFORMATION, PARTICIPATION AS AN ARBONNE INDEPENDENT CONSULTANT, OR FROM UNAUTHORISED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA. EACH ARBONNE INDEPENDENT CONSULTANT HEREBY WAIVES ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF WE HAVE BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY.

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

SECTION 2 — ENROLMENT, BUSINESS STRUCTURES AND TRANSFERS

2.1. BECOMING AN ARBONNE INDEPENDENT CONSULTANT

To become an Arbonne Independent Consultant, simply submit a properly completed Independent Consultant Application & Agreement to Arbonne, together with the appropriate Registration Fee. Only after the Application is received and processed will Arbonne provide an Arbonne Independent Consultant with a non-transferable Arbonne ID number and Starter Kit. Incomplete Independent Consultant Application & Agreement(s) will not be processed. Arbonne reserves the right to reject any new or renewal application.

Without limiting Arbonne's rights, an Arbonne Independent Consultant must be 18 years of age or older and may not:

- be in jail, prison or otherwise confined to a correctional institution;
- have ever been convicted of, or plead guilty or nolo contendere to, any felony or any misdemeanour that Arbonne determines in its sole discretion involves fraud, dishonesty, or moral turpitude; and
- be a current employee, officer or director of Arbonne or its affiliated companies or the immediate household member of any of the foregoing.

2.2. FILLING OUT AND SUBMITTING ENROLMENT APPLICATIONS

No Arbonne Independent Consultant shall present the Arbonne opportunity as anything other than an opportunity available to anyone regardless of race, gender, nationality, sexual orientation or religious or political beliefs to any person. Sponsors are encouraged to assist prospects in filling out an online or hard copy Independent Consultant Application & Agreement. However, sponsors may not sign an application, nor submit an online application, on behalf of an applicant.

- **ONLINE APPLICATIONS**
In the case of online applications, the applicant should personally submit the application to the Arbonne website at arbonne.com. An applicant's placement of an order after acceptance of the application by Arbonne will be deemed acceptance of the Legal Terms & Conditions of the online application.
- **HARD COPY APPLICATIONS**
In the case of hard copy applications, the application submitted to Arbonne must contain the actual signature of the applicant.

2.3. BUSINESS ENTITIES

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

- The Business Entity Registration Form must be signed by all of the shareholders, members, partners, trustees or any person holding an ownership interest or management position in the Business Entity (collectively "Participants"). Participants of the Business Entity are jointly and severally liable for any indebtedness or other obligations to Arbonne.
- Arbonne may collectively recognise all Participants of a Business Entity for purposes of title or achievement recognition so long as the Contact Person is present and included; however one

individual must be designated by the Business Entity to receive award recognition or to participate in incentive awards on behalf of the Business Entity. This individual shall be designated as the authorised company contact or the "Contact Person" on the Business Entity Registration Form. The Contact Person is the Participant in the Business Entity who is designated by the Business Entity to receive communications, recognition and non-divisible forms of remuneration (including but not limited to cash bonuses) from Arbonne.

- An Arbonne Independent Consultant operating her/his business as a sole proprietorship may change the form of his or her business to a partnership, limited liability company, corporation or trust, or from one type of entity to another as long as the original Independent Consultant remains the Contact Person for the Business Entity. A £50 change fee will be charged for each entity change.
- The conduct of any Participant is imputed to the Business Entity as a whole. Therefore, if any one Participant violates the Independent Consultant Agreement or the Arbonne Policies & Procedures, the misconduct of that Participant shall be imputed to the Arbonne Business.

2.4. DISSOLUTION OF BUSINESS ENTITIES

2.4.1. GENERAL POLICY

In preparing to dissolve a Business Entity, arrangements must be made to ensure that any distribution or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties engage in a dispute over the disposition of the business, or fail to provide for the best interests of other Arbonne Independent Consultants and/or Arbonne, Arbonne may, in its sole discretion, terminate the Agreement and "pop up" their entire organisation pursuant to Policy 2.10.

2.4.2. PROCEDURES DURING DISSOLUTION

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

- The Contact Person may, with consent of the Participant(s), operate the Arbonne business pursuant to an assignment in writing whereby the relinquishing Participants authorise Arbonne to deal directly and solely with the Contact Person. All commissions, recognition, car bonuses and other remuneration and rewards will be issued in the name of the Contact Person.
- The Participants may continue to operate the Arbonne business jointly on a "business as usual" basis, whereupon all compensation paid by Arbonne will be paid according to the status quo as it existed prior to the dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.
- Under no circumstances will the SuccessLine of a dissolving business entity be divided. Similarly, under no circumstances will Arbonne split commission or bonus payments between Participants in dissolving entities. Remuneration shall always be issued to the same individual or entity.
- The former Participants of a Business Entity that relinquished its interest in the Arbonne business must wait twelve (12) calendar months before they are permitted to again become Independent Consultants.

2.5. CHANGES TO AN ARBONNE BUSINESS

2.5.1. CHANGE OF SPONSOR

To protect the integrity of all marketing organisations and safeguard the hard work of all Arbonne Independent Consultants, Arbonne does not permit the transfer of an Arbonne business from one sponsor to another. Maintaining the integrity of sponsorship is critical for the success of every Arbonne Independent Consultant and SuccessLine organisation.

2.5.2. CANCELLATION AND RE-APPLICATION

An Arbonne Independent Consultant may legitimately change organisations by voluntarily cancelling or terminating his or her Arbonne business in accordance with the Terms & Conditions and remaining inactive (i.e., no purchases of Arbonne products, no sales of Arbonne products, no recruiting or sponsoring, no attendance at any Arbonne functions, participation in any other form of Arbonne Independent Consultant activity, or operation of any other Arbonne business) for twelve (12) full calendar months. Any spouse or immediate household member of the former Arbonne Independent Consultant must also remain inactive during this 12 month period as required by Policy 3.13. Following the 12 month period of inactivity, the former Independent Consultant may reapply under a new sponsor as an Arbonne Independent Consultant. Any purchases of Arbonne products as a Client or Preferred Client will not be deemed activity for purposes of determining if a former Arbonne Independent Consultant has remained inactive.

2.6. CROSSLINE SWITCHING

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

- 2.6.1. The enrolment of an individual or entity who is an active Independent Consultant in another line of sponsorship;
- 2.6.2. The enrolment of the spouse or other immediate household member of an active Independent Consultant under any sponsor other than as permitted under Policy 2.9;
- 2.6.3. The enrolment of any business entity that is owned in whole or in part by an active Arbonne Independent Consultant, the spouse or other immediate household member of an active Arbonne Independent Consultant, in another line of sponsorship; or
- 2.6.4. The enrolment of a Participant, or the spouse of a Participant, in a Business Entity that owns or operates an Arbonne business; or
- 2.6.5. Any artifice or mechanism that has the design or effect of allowing an active Arbonne Independent Consultant, an immediate household family member of an active Arbonne Independent Consultant, or a Participant in a Business Entity that is an active Arbonne Independent Consultant, to enrol in any position in any SuccessLine, other than in his or her original SuccessLine, except as permitted pursuant to Policies 2.5.1. and/or 2.5.2.
- 2.6.6. An active Arbonne Independent Consultant is: (a) any individual or Business Entity whose Arbonne Independent Consultant Application & Agreement or Renewal has been accepted by Arbonne within the preceding 12 calendar months, or (b) an individual or Business Entity that has a Independent Consultant application on file and has placed an order for products or promotional materials as an Arbonne Independent Consultant within the preceding 12 calendar months.

If Crossline Switching is discovered, it must be brought to the attention of Arbonne immediately. Arbonne may take disciplinary action

against the Independent Consultant who switched organisations and/or those Arbonne Independent Consultants who encouraged or participated in the Crossline Switching. Arbonne may also move the offending Arbonne Independent Consultant and/or all or part of the offending Arbonne Independent Consultant's SuccessLine back to his or her original line of sponsorship if the Company, in its sole discretion, deems it equitable and feasible to do so. However, Arbonne is under no obligation to move an offending Arbonne Independent Consultant and/or any or all of the offending Arbonne Independent Consultant's SuccessLine organisation, and the ultimate disposition of the offending Independent Consultant and his or her organisation remains within the sole discretion of Arbonne. Because the facts surrounding Crossline Switching cases vary dramatically, each situation will be handled on a case by case basis. The registration of a Preferred Client with another SuccessLine organisation will not be deemed to be Crossline Switching. However, any Arbonne Independent Consultant who registers a Preferred Client known by the Arbonne Independent Consultant to have an existing Preferred Client or Arbonne Independent Consultant account with another SuccessLine organisation must adhere to the policies in this Agreement, including the Code of Ethics, when registering the Preferred Client. Arbonne Independent Consultants who encouraged or participated in any recruiting of Preferred Clients in violation of the Agreement may be subject to disciplinary action by Arbonne. **ARBONNE INDEPENDENT CONSULTANTS WAIVE ALL CLAIMS AND CAUSES OF ACTION AGAINST ARBONNE, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND AGENTS THAT ARISE FROM OR RELATE TO THE DISPOSITION OF A CROSSLINE SWITCHED ARBONNE INDEPENDENT CONSULTANT AND/OR HIS OR HER SUCCESSLINE ORGANISATION.**

2.7. SALE, ASSIGNMENT, OR TRANSFER OF OWNERSHIP OF AN ARBONNE BUSINESS

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

2.8. SUCCESSION — INHERITANCE OR INCAPACITY

Upon death or legally adjudicated incapacitation of an Arbonne Independent Consultant who holds the paid as rank of Area Manager or above at the time of his or her death or legally adjudicated incapacitation, such Arbonne Independent Consultant's interest in his or her Arbonne business and SuccessLine may be passed to the Arbonne Independent Consultant's heirs or trustee as applicable, provided in the sole judgment and discretion of Arbonne that the Arbonne business, other Arbonne Independent Consultants in the applicable Upline or Arbonne would not in any way be adversely affected by such transfer. If Arbonne determines in its sole judgment and discretion that (i) such disposition of an Arbonne business will adversely affect the Arbonne business, other Arbonne Independent Consultants or Arbonne, (ii) the heir or trustee does not meet the eligibility requirements to register as an Arbonne Independent Consultant under Section 2.1, or (iii) the heir or trustee is in violation of the Agreement, Arbonne may in its sole discretion terminate the applicable Arbonne Agreement and Arbonne ID, or require the designation of alternative heirs or trustees satisfactory to Arbonne.

Appropriate legal documentation must be submitted to Arbonne in connection with any transfer of an Arbonne business by an Arbonne Independent Consultant who holds the paid as rank of Area Manager or above at the time of his or her death or legally adjudicated incapacitation. Accordingly, Arbonne encourages each Arbonne Independent Consultant to consult an attorney to prepare a will or

other testamentary instrument, and to include alternative heirs or trustees in the event that a primary beneficiary does not meet Arbonne's expectations or standards.

Whenever an Arbonne business is transferred by a will or other testamentary process with Arbonne's approval, the beneficiary will acquire the right to collect all bonuses, commissions and overrides of the deceased Arbonne Independent Consultant's SuccessLine organisation subject to Arbonne's then applicable policies, and will otherwise assume all the rights and obligations of the deceased Arbonne Independent Consultant under the Agreement, provided the following qualifications are met. The beneficiary must:

- execute and submit a new and up to date Independent Consultant Application & Agreement and otherwise meet all the eligibility requirements to become an Arbonne Independent Consultant;
- comply with and agree to be bound by the terms and provisions of the Agreement; and
- meet all of the qualifications for the deceased Arbonne Independent Consultant's rank and title.

Subject to the provisions set forth above, to effectuate a testamentary transfer of an Arbonne business upon the death of an Arbonne Independent Consultant who holds the paid as rank of Area Manager or above at the time of his or her death, the successor/beneficiary must provide the following to Arbonne:

- a copy of the Arbonne Independent Consultant's original death certificate;
- a copy of the will or other testamentary instrument establishing the successor's/beneficiary's right to the Arbonne business; and
- a completed and properly executed Arbonne Independent Consultant Application & Agreement executed by the successor/beneficiary.

Subject to the provisions set forth above, to effectuate the transfer of an Arbonne business to a trustee upon the legally adjudicated incapacitation of an Arbonne Independent Consultant who holds the paid as rank of Area Manager or above at the time of his or her legally adjudicated incapacitation, the trustee must provide the following to Arbonne:

- a copy of the Court order rendering the Arbonne Independent Consultant incapacitated and the appointment of a trustee to manage his or her affairs; and
- a completed and properly executed Arbonne Independent Consultant Application & Agreement executed by the trustee.

Commission cheques or deposits, as applicable, of an Arbonne business transferred pursuant to this Section will be paid in a single cheque or deposit, as applicable, to the new Arbonne Independent Consultant. An Arbonne business is reliant on the leadership ability of the individual Arbonne Independent Consultant. Therefore, if the Arbonne business is bequeathed to joint devisees, they must form a Business Entity, indentifying the person responsible for the Business Entity's operation, acquire a federal taxpayer Identification number that is supplied to Arbonne and otherwise comply with all the requirements for such Business Entity set forth in the Agreement.

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

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

2.9. ONE BUSINESS PER INDEPENDENT CONSULTANT

Except as provided in Section 2.8, Arbonne Independent Consultants may have an interest in only one Arbonne business. There may be two or more Arbonne independent businesses per Immediate Household so long as the following criteria are satisfied:

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

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

2.10. POP UP OF SUCCESSLINE ORGANISATION

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

2.11. DIVORCE ACTIONS

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

2.12. REQUESTS FOR RECORDS

Any request from an Arbonne Independent Consultant for copies of invoices, applications, SuccessLine activity reports, or other records will require a fee of £1 per page per copy. This fee covers the expense of posting and time required to research files and make copies of the records.

SECTION 3 — OPERATING YOUR ARBONNE BUSINESS

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

Each Arbonne Independent Consultant agrees to utilise his or her best efforts to represent and sell Arbonne products and present the Arbonne opportunity with the highest degree of professionalism,

integrity, ethics and accuracy. Arbonne Independent Consultants shall not participate in any activity which is illegal or in any way may be deemed detrimental to the Arbonne name, product, opportunity, business, corporate entity or the organisation of Arbonne Independent Consultants.

3.2. SPONSORS' OBLIGATIONS

It would be in the best interest of any Arbonne Independent Consultant who sponsors another Arbonne Independent Consultant into Arbonne to consider the benefits of assistance and training to ensure that his or her SuccessLine has the maximum opportunity to successfully develop their Arbonne business.

3.2.1. SUPPORT

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

3.2.2. TRAINING

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

3.2.3. INCREASED RESPONSIBILITIES AS ARBONNE INDEPENDENT CONSULTANTS PROGRESS

As Arbonne Independent Consultants progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the Arbonne programme. They may be invited to share this knowledge with less experienced Arbonne Independent Consultants within their organisation. Arbonne Independent Consultants may not charge their SuccessLine for training or require purchase of any sales tools or materials, or require attendance at meetings at which a fee is charged.

3.2.4. TRAINING ON POLICIES

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

3.3. ADVERTISING

3.3.1. INDEMNIFICATION

Each Arbonne Independent Consultant is fully responsible for all of his or her verbal and written statements made regarding Arbonne products, services and the SuccessPlan that are not expressly contained in Tools (as defined in Section 3.3.6.) produced and distributed by Arbonne. Each Arbonne Independent Consultant agrees to indemnify Arbonne and Arbonne's directors, officers, employees and agents, and hold them harmless from

any and all liability including judgments, civil penalties, refunds, attorneys' fees, court costs or lost business incurred by Arbonne as a result of the Arbonne Independent Consultant's unauthorised actions or representations regarding Arbonne. This provision shall survive the termination or expiration of this Arbonne Independent Consultant Agreement.

3.3.2. NO GOVERNMENTAL ENDORSEMENT

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

3.3.3. GENERAL ADVERTISING POLICIES

Arbonne Independent Consultants are prohibited from advertising or promoting the Arbonne products, services or business opportunity through the use of mass communication methods such as radio, television, facsimile services, national or international advertising, classified ads and ads placed in coupon magazines. An Arbonne Independent Consultant may only advertise or promote his or her Arbonne business using approved ad templates or images acquired from Arbonne. No further approval is necessary to use the ad templates created and provided by Arbonne so long as they are used by the Arbonne Independent Consultant in compliance with these Policies & Procedures. An Arbonne Independent Consultant must obtain prior written approval from Arbonne's Compliance department for all print and electronic advertisements relating to his or her Arbonne business. Arbonne Independent Consultants may submit requests to the Compliance department via the online contact form available at the "Contact Us" section of Arbonne's website. Any request for approval of advertising materials that does not receive specific written approval from Arbonne's Compliance department shall be deemed denied. No one is authorised to revise, edit or otherwise alter any ad templates provided by Arbonne or any Arbonne Independent Consultant advertising materials that have been approved by Arbonne.

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

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

The name Arbonne is a registered trademark, is of great value to Arbonne, and is licensed to Arbonne Independent Consultants for use only in an authorised manner. To that end, the Arbonne name and Arbonne's other various trademarks, service marks and logos have been registered or have pending applications for registration in multiple international jurisdictions. It is not permitted for any Arbonne Independent Consultants to use or apply the Arbonne name or any of Arbonne's other various trademarks, service marks or logos on or in connection with any item, product, service, tool or other material not produced or authorised in writing by Arbonne. Arbonne Independent Consultants may use the Arbonne name in the following manner:

Arbonne Independent Consultant's Name
Arbonne Independent Consultant

Example:
Jane Smith
Arbonne Independent Consultant

If an Arbonne Independent Consultant wishes to use an Arbonne logo in any communication, including email, he or she must only use the Independent Consultant version of Arbonne's logo

created by Arbonne and authorised for Arbonne Independent Consultant use, which can be found by clicking to arbonne.com > Internet Consultants > Tools > Image Library > Logos.



3.3.5. STATIONERY AND BUSINESS CARDS

Arbonne Independent Consultants may only order company-approved business cards and stationery online through an approved third party vendor. More information is available in the Internet Independent Consultant section of the Arbonne website.

3.3.6. PROMOTIONAL TOOLS AND SALES AIDS

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

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

Arbonne Independent Consultants may develop, use and provide to their SuccessLine, at no charge, their own training to support and provide guidance on how to use Arbonne Tools, or "Field Training Materials," so long as such Field Training Materials do not violate any Arbonne Policies & Procedures, laws, regulations or statutes and conform with Section 3.3.7. Arbonne Independent Consultants may not sell any Arbonne produced Tools or Arbonne Independent Consultant produced Field Training Materials to other Arbonne Independent Consultants, or accept donations or gratuities in exchange for providing training and/or Field Training Materials. Arbonne Independent Consultants may not develop, produce or distribute Tools or Field Training Materials that are confusingly similar in nature to those produced, published and provided by Arbonne, and may not imply or suggest that such Tools or Field Training Materials originate from Arbonne or are endorsed by Arbonne. Only Tools produced by Arbonne are permitted to carry the Arbonne Official Seal.



The Arbonne Official Seal

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

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

THIS FIELD TRAINING MATERIAL (OR ADVERTISEMENT) HAS BEEN PRODUCED BY <NAME OF INDEPENDENT CONSULTANT>, AN ARBONNE INDEPENDENT CONSULTANT, AND IS NOT OFFICIAL MATERIAL PREPARED OR PROVIDED BY ARBONNE. ARBONNE MAKES NO PROMISES OR GUARANTEES THAT ANY ARBONNE INDEPENDENT CONSULTANT WILL BE FINANCIALLY SUCCESSFUL AS EACH INDEPENDENT CONSULTANT'S RESULTS ARE DEPENDENT ON HIS OR HER OWN SKILL AND EFFORT.

ACTUAL FINANCIAL RESULTS OF ALL ARBONNE INDEPENDENT CONSULTANTS FOR THE PRECEDING YEAR ARE CONTAINED IN ARBONNE'S INDEPENDENT CONSULTANT COMPENSATION SUMMARY, WHICH IS INCLUDED WITH THESE MATERIALS. YOU MAY ALSO VIEW THE ARBONNE INDEPENDENT CONSULTANT COMPENSATION SUMMARY ON ARBONNE'S OFFICIAL WEBSITE AT ARBONNE.COM > JOIN ARBONNE > COMPENSATION & BENEFITS.

IT IS ILLEGAL FOR A PROMOTOR OR A PARTICIPANT IN A TRADING SCHEME TO PERSUADE ANYONE TO MAKE A PAYMENT BY PROMISING BENEFITS FROM GETTING OTHERS TO JOIN THE SCHEME. DO NOT BE MISLED BY CLAIMS THAT HIGH EARNINGS ARE EASILY ACHIEVED.

3.3.8. AUDIO AND VIDEO RECORDINGS

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

3.3.9. MEDICAL CLAIMS AND PRODUCT TESTIMONIALS

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

3.3.10. INCOME REPRESENTATIONS

The financial success of an Arbonne Independent Consultant depends entirely upon that Independent Consultant's individual effort, dedication and the training and supervision the Arbonne Independent Consultant provides to his or her SuccessLine and Arbonne business. Arbonne Independent Consultants shall not make claims or representations of potential or guaranteed income or profits in connection with an Arbonne business. Any amounts earned through an Arbonne business are based only on the sale of Arbonne products and not on the mere act of sponsoring other Arbonne Independent Consultants.

Arbonne publishes on an annual basis an Arbonne Independent Consultant Compensation Summary. That Summary provides information on the average quarterly overrides and bonuses that are paid to active Arbonne Independent Consultants. The Summary is available online on the Arbonne website at arbonne.com > Join Arbonne > Compensation & Benefits.

Arbonne Independent Consultants may not make any projections, claims or estimates regarding such other Arbonne Independent Consultants' potential or guaranteed income from an Arbonne business. Hypothetical income examples that are used to explain the operation of the SuccessPlan, which are based solely on

mathematical projections and are not unrepresentative or exaggerated, may be presented to potential recruits, so long as Arbonne Independent Consultants who use such hypothetical examples make clear to the prospects that such earnings are hypothetical, and presents a copy of Arbonne's Independent Consultant Compensation Summary and the disclaimer set forth below.

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

THERE ARE NO GUARANTEES REGARDING INCOME, AND THE SUCCESS OR FAILURE OF EACH ARBONNE INDEPENDENT CONSULTANT, LIKE ANY OTHER BUSINESS, DEPENDS ON EACH ARBONNE INDEPENDENT CONSULTANT'S OWN SKILLS AND PERSONAL EFFORT. YOU SHOULD NOT RELY ON THE RESULTS OF OTHER ARBONNE INDEPENDENT CONSULTANTS AS AN INDICATION OF WHAT YOU SHOULD EXPECT TO EARN. IT IS ILLEGAL FOR A PROMOTER OR PARTICIPANT IN A TRADING SCHEME TO PERSUADE ANYONE TO MAKE A PAYMENT BY PROMISING BENEFITS FROM GETTING OTHERS TO JOIN A SCHEME. DO NOT BE MISLED BY CLAIMS THAT HIGH EARNINGS ARE EASILY ACHIEVED. ARBONNE PUBLISHES A SUMMARY OF AVERAGE QUARTERLY COMPENSATION THAT ARE PAID TO ARBONNE INDEPENDENT CONSULTANTS. THIS INFORMATION IS UPDATED ANNUALLY AND CAN BE VIEWED ONLINE AT ARBONNE.COM > JOIN ARBONNE > COMPENSATION & BENEFITS.

"Lifestyle" claims (e.g., "My Arbonne business has allowed my spouse to be a full time homemaker; my Arbonne commissions have allowed me to fulfil my dreams; my income from Arbonne exceeded the income from my previous job after only ___ months"), are considered to be equivalent to income claims. Accordingly, the Income Disclaimer referenced above and a copy of Arbonne's Independent Consultant Compensation Summary should be provided whenever "Lifestyle" claims are made by Arbonne Independent Consultants in the Field.

3.3.11. TELEPHONE DIRECTORY LISTINGS

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

3.3.12. TELEPHONE RECORDED MESSAGES

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

3.4. RIGHT OF PUBLICITY AUTHORISED AND USE OF SUBMISSIONS AUTHORISED

Each Arbonne Independent Consultant authorises Arbonne to use his or her name, photo, personal story, in print, audio, video and other

media, including on the Internet, to promote Arbonne products or the Arbonne opportunity. Arbonne Independent Consultants waive all claims to remuneration for such use.

3.5. MEDIA ENQUIRIES

Any inquiries by the media or press (including blogs) should be referred immediately to Arbonne's corporate offices by calling 0800 977 5721. To preserve a consistent public image for the benefit of Arbonne and all Arbonne Independent Consultants, Arbonne Independent Consultants are not permitted to speak to the media on behalf of Arbonne or represent to the media that they are authorised to speak on behalf of Arbonne. If an Arbonne Independent Consultant responds to such inquiry or contact, Arbonne may consider him or her to be in breach of the Agreement and Arbonne may enforce its rights under the Agreement against such Arbonne Independent Consultant. Additionally, Arbonne Independent Consultants shall not proactively contact the media or distribute any form of press release that includes information about Arbonne, its products or the Arbonne Opportunity without prior written approval from Arbonne.

3.6. USE OF SUBMISSIONS AUTHORISED

Arbonne shall have the right to use any ideas, suggestions, photos, videos or testimonials submitted to Arbonne by an Arbonne Independent Consultant in any manner that Arbonne deems appropriate, including posting on the Internet. Any such submissions, including any quotes, testimonials, stories, conversations on social networking media and/or the arbonne.com forum or blog, become the property of Arbonne. Each Arbonne Independent Consultant waives all claims for any compensation in the event Arbonne elects to use any submissions.

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

3.7. TARGETING REPRESENTATIVES OF OTHER DIRECT SALES COMPANIES PROHIBITED

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

3.8. CONFLICTS OF INTEREST

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

3.8.1. OTHER SELLING ACTIVITIES

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

or at any Arbonne conference call, meeting, seminar, launch, convention or other Arbonne function.

However, nothing in this Section 3.8.1 restricts an Arbonne Independent Consultant regularly engaged in the operation of appointment based professional services (e.g. law, medicine, dentistry, accounting, salons) from serving customers who are Arbonne Independent Consultants and who have sought them out, or who sell Arbonne products in accordance with Section 3.14.1.

But, an Arbonne Independent Consultant shall not actively solicit the patronage of other Arbonne Independent Consultants based on knowledge or information gained as a result of being an Arbonne Independent Consultant.

3.8.2. CROSS-COMPANY RECRUITING AND ENTICEMENT

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

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

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

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

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

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

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

3.9. CONFIDENTIAL INFORMATION

All Arbonne Independent Consultant genealogical, SuccessLine, Arbonne Webstats or group lists or reports (collectively "SuccessLine Activity Reports") are confidential, proprietary information of Arbonne, and constitute a business trade secret belonging to Arbonne. SuccessLine Activity Reports contain critical data relating to the identities of Arbonne Independent Consultants, Preferred Clients, Clients sales information and sponsoring activity of each Arbonne Independent Consultant's SuccessLine. They are provided to Arbonne Independent Consultants by Arbonne in strictest confidence and are made available to Arbonne Independent Consultants for the sole purpose of supporting their Preferred Clients, Clients and the Arbonne Independent Consultants in their SuccessLine organisation to further develop their Arbonne business. Arbonne Independent Consultants should use their SuccessLine Activity Reports to manage, motivate and train their SuccessLine Arbonne Independent Consultants. Every Arbonne Independent Consultant who is provided such information must treat it as confidential and take care to maintain its secrecy and refrain from making any use thereof for any purpose other than the management of his or her SuccessLine.

As a result of holding the position of an Arbonne Independent Consultant, each Arbonne Independent Consultant will have access to confidential information that he or she acknowledges to be proprietary, highly sensitive and valuable to Arbonne's business, which information is being made available to him or her solely and exclusively for purposes of furthering the sale of Arbonne products and prospecting, training and sponsoring third parties who wish to become Arbonne Independent Consultants, and to further build and promote his or her Arbonne business. The Arbonne Independent Consultant and Arbonne agree that, but for this agreement of confidentiality and nondisclosure, Arbonne would not provide SuccessLine Activity Reports or other Arbonne confidential information to the Arbonne Independent Consultant. During any term of the Agreement, and for a period of five years after the termination or expiration of the Agreement between the Arbonne Independent Consultant and Arbonne, for any reason whatsoever, the Arbonne Independent Consultant shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

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

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

3.10. REMEDIES FOR DISCLOSURE OF CONFIDENTIAL INFORMATION

Each Arbonne Independent Consultant acknowledges that Arbonne would suffer irreparable harm as a result of any unauthorised disclosure or use of Arbonne's confidential information, including any SuccessLine Activity Report, and that monetary damages are insufficient to compensate Arbonne for such harm. Therefore, if

any Arbonne Independent Consultant is in breach of these Policies & Procedures, Arbonne is entitled to an injunction or temporary restraining order, without notice to such Arbonne Independent Consultant, restraining any unauthorised disclosure or use of the confidential information or any recruiting or soliciting in violation of Sections 3.8 or 3.9 in addition to any other available remedy, including damages. In any such action, if Arbonne prevails, each Arbonne Independent Consultant agrees that he or she will reimburse Arbonne for its costs and reasonable legal fees incurred in connection with taking the legal action.

3.11. NON-DISPARAGEMENT

Arbonne welcomes constructive input regarding the Arbonne opportunity and Arbonne products, but publicly communicated negative comments and remarks by Arbonne Independent Consultants about Arbonne, Arbonne products, the Arbonne opportunity, Arbonne employees or other Arbonne Independent Consultants serve no purpose other than to undermine the enthusiasm of other Arbonne Independent Consultants. Arbonne Independent Consultants must not disparage Arbonne, other Arbonne Independent Consultants, Arbonne products or services, the SuccessPlan, Arbonne employees or those of any other competing company. Any questions, suggestions or comments regarding these issues should be directed in writing to the Arbonne Head Office.

3.12. RE-PACKAGING ARBONNE PRODUCT

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

3.13. ACTIONS OF HOUSEHOLD MEMBERS

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

3.14. COMMERCIAL OUTLETS

3.14.1. RETAIL OUTLETS

Arbonne is a person to person marketing company. Presentations, business meetings and personal contacts of Arbonne Independent Consultants are the primary permissible venues where Arbonne products and the opportunity are intended to be presented. Arbonne does not authorise its products to be sold or displayed in retail outlets. Arbonne products may not be displayed and/or sold to the general public in any office or business/commercial outlet, or through shopping network programmes (e.g., HSN, QVC). Arbonne products may not be displayed in public view, such as in a window display. Examples of outlets that may not sell Arbonne products or display Arbonne Tools or other promotional materials include, but are not limited to: Department stores, beauty supply stores, supermarkets, chemists, health food stores, discount establishments, car boot sales, kiosks and flea markets.

As a limited exception to the foregoing rule, product may be sold or displayed in: (1) offices and other areas located in private clubs

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

3.14.2. EXHIBITS AND TRADESHOWS

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

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

3.14.3 NO WHOLESALING PRODUCTS

Arbonne Independent Consultants are prohibited from selling to persons, either directly or indirectly, who ultimately (i) resell the Arbonne products through a retail store, (ii) resell the Arbonne products over the Internet, regardless of the form of Internet distribution channel, (iii) import the Arbonne products into a country that is not an Authorised Country (as defined in Policy 3.16), or (iv) use any other method of distribution that violates the primary purpose of the direct selling and/or multi-level marketing business and that of Arbonne. Each Arbonne Independent Consultant must take reasonable steps to ensure that persons who purchase Arbonne Products from him or her do not intend to violate this Policy 3.14.3.

3.15. TERRITORIES

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

3.16. SALES IN AUTHORISED COUNTRIES ONLY

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

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

3.17. CLIENT REFERRAL

Potential Clients or Arbonne Independent Consultants often call Arbonne Customer Service to ask for a referral to place an order and/or to become an Arbonne Independent Consultant. Arbonne will make every effort to refer leads back to the Arbonne Independent Consultant who was responsible for the initial contact. If Arbonne is unable to determine the originating Arbonne Independent Consultant or if the caller states they have not had previous contact with an Arbonne Independent Consultant, the caller will be directed to the "Locate a Independent Consultant" section of arbonne.com. If the caller requests an Arbonne Independent Consultant from the Customer Service representative, the representative will use the same "Locate a Independent Consultant" function through arbonne.com. A description of how referrals are handled through the website can be found in Section 4.4.

3.18. SPONSORING

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

3.19. INDEPENDENT CONSULTANT SPONSORED PROMOTIONS AND INCENTIVES

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

3.20. TELEPHONE AND FAX SOLICITATION

Arbonne Independent Consultants shall not use any form of automatic calling devices or telemarketers who use illegal or high pressure sales tactics in connection with their Arbonne business. Arbonne Independent Consultants must comply with the laws and regulations applicable to unsolicited telephone and fax solicitations. These include, but are not limited to, the opt out schedule run by the telephone preference service and the fax preference service under the Privacy and Electronic Communications Regulations 2003. Arbonne does not engage in telemarketing activities, and Arbonne Independent Consultants are not authorised to engage in telemarketing activities on Arbonne's behalf. If you, as an Arbonne Independent Consultant, decide to engage, on your own behalf, in any type of telephone or fax solicitation, it is your responsibility to consult with a

solicitor who is knowledgeable about this area of law and familiarise yourself with applicable laws. Arbonne cannot give you legal advice.

SECTION 4 – INTERNET POLICIES

4.1. SELLING PRODUCTS ONLINE

In order to maintain the integrity of the Arbonne brand name, product line and the Client/Independent Consultant relationship, Arbonne Independent Consultants may only sell Arbonne products online through the MyArbonne.co.uk Website Replicating Programme. Any other online sales media, including independent websites, or auction sites, such as, but not limited to, eBay and Amazon, are prohibited.

4.2. MYARBONNE.CO.UK WEBSITE REPLICATING PROGRAMME

Arbonne's Independent Consultant Website Replicating Programme is available to any Arbonne Independent Consultant through a third party vendor to establish a business presence online and start automating specific business tasks. With a MyArbonne.co.uk website directly linked to an Arbonne ID, Arbonne Independent Consultants can sell Arbonne products, sponsor new Arbonne Independent Consultants, register Preferred Clients and Clients, receive online referrals from arbonne.com, view reporting and tracking of sales from the website, select a personal website address (e.g., skincaregirl.myarbonne.co.uk) and use a MyArbonne.co.uk email account (e.g., suziq@myarbonne.co.uk). Preferred Clients and Clients are not eligible to participate in the MyArbonne.co.uk programme. Any Arbonne Independent Consultant that is reassigned to Preferred Client or Client status (i.e., if he or she does not meet the 12 in 12 Independent Consultant Maintenance Requirement set forth in the SuccessPlan) and has a MyArbonne.co.uk website as the time of reassignment, will not be able to use such website which will be made inactive so long as he or she is a Preferred Client or Client, even if he or she subscribed to a longer MyArbonne.co.uk account period while an Arbonne Independent Consultant.

By participating in the MyArbonne.co.uk Independent Consultant Website Replicating Programme, you agree to abide by all of the Policies & Procedures set forth on the MyArbonne.co.uk website, including the Website Service Agreement & Acceptable Use Policy.

Each Arbonne Independent Consultant will be held responsible for any statements or other content that is posted on his or her MyArbonne.co.uk websites or email, including liability for harm caused by such statements or material.

4.3 BLOGS

A blog, or website developed on a blogging platform that is developed for the primary purpose of marketing or promoting Arbonne, its products or opportunity is not permitted. This does not include blogs created by you or others, that are developed primarily for other purposes that mention Arbonne.

4.4. INTERNET CLIENT REFERRALS

Clients who want to purchase products online at arbonne.com and are not linked to an Arbonne Independent Consultant will be directed to an Arbonne Independent Consultant website participating in the MyArbonne.co.uk programme. Based on the new Client's postcode, the website for the eligible Arbonne Independent Consultant nearest to that postcode will appear on the screen after the requested information is submitted. When more than one eligible Arbonne Independent Consultant in the programme lives in that postcode, the website of the Arbonne Independent Consultant with the highest personal Qualifying Volume (QV) to date that month will be selected to receive the referral. The contact information entered by the Client referral is also emailed to the Arbonne Independent Consultant selected as part of this process.

Only Arbonne Independent Consultants participating in the MyArbonne.co.uk programme will receive new Client referrals from arbonne.com. Once it is determined that a shopper has never ordered from a Independent Consultant before they can use "Locate a Independent Consultant" from within "Join Arbonne."

4.5. WEBSITE DOMAIN NAME, EMAIL ADDRESSES AND ONLINE ALIASES

Arbonne Independent Consultants are not permitted to use or register any of Arbonne's trademarks, product names or any derivatives, whether abbreviated or not, for any Internet domain name, email address, social networking profile, or online alias. Additionally, Arbonne Independent Consultants are not permitted to use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Arbonne. Examples of the improper use of Arbonne are: Arbonnegirl@aol.co.uk; www.isellarbonne.co.uk; facebook.com/Arbonnefan; Arbonne.com/official, or Arbonne showing up as the sender of an email. Please refer to the MyArbonne.co.uk website replicating programme.

4.6. USE OF SOCIAL NETWORKING MEDIA

4.6.1. SOCIAL NETWORKING SITES

Arbonne Independent Consultants may use social networking sites (such as Facebook, Twitter, LinkedIn®, forums and other social shared interest sites) to share information about the Arbonne opportunity. However, these sites may not be used to sell or offer to sell specific Arbonne products. Arbonne Independent Consultants who elect to use social networking sites must adhere to the requirements set forth in this Section as well as Arbonne's policies relating to Advertising (Section 3), must comply with the terms of use of those sites (including any restrictions on commercial use), must not use those sites to prospect or sponsor persons in countries which are not Authorised Countries or where it is unlawful to do so, and must not use sites which are intended for use primarily by those below 18 years of age. Any site or profile that an Arbonne Independent Consultant maintains must be maintained in accordance with Arbonne's Conflicts of Interest Policy (Section 3.8). Profiles generated in any social networking site where an Arbonne Independent Consultant mentions or discusses Arbonne must clearly identify the user as an Arbonne Independent Consultant, include his or her photo as the main profile picture, and must disclose the user's full name. Arbonne does not authorise the anonymous use or use under an alias of such websites.

4.6.2. RESPONSIBILITY FOR POSTINGS

Under the Agreement, each Arbonne Independent Consultant agrees to indemnify Arbonne against all damages arising out of his or her activities as an Arbonne Independent Consultant. Arbonne may rely on this indemnity if an Arbonne Independent Consultant's online activity damages Arbonne or the Arbonne opportunity. Arbonne Independent Consultants are responsible for their own postings and all other online activity conducted by or on behalf of that Arbonne Independent Consultant's business. This policy applies even if an Arbonne Independent Consultant does not own or operate a website or social networking site. If an Arbonne Independent Consultant posts any comment to any such site that relates to Arbonne, the Arbonne Independent Consultant is responsible for the posting.

4.6.3. USE OF THIRD PARTY INTELLECTUAL PROPERTY

If an Arbonne Independent Consultant uses the trademarks, trade names, service marks, copyrights or intellectual property of any third party in any posting, it is his or her responsibility to

ensure that he or she has permission and is authorised to use such intellectual property. Such permission is usually obtained through a license agreement and payment of an appropriate license fee and/or royalties. All third party intellectual property must be properly referenced as the property of the third party, and an Arbonne Independent Consultant must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

4.6.4. TRUTHFULNESS IN POSTINGS

Arbonne Independent Consultants must refrain from making any misleading or deceptive claims or statements about Arbonne, the Arbonne products or the Arbonne opportunity in any online postings. It is the obligation of Arbonne Independent Consultants to ensure their postings and other online marketing activities are truthful, not deceptive and not misleading to customers or potential Arbonne Independent Consultants in any way. Websites and Web promotion activities and tactics that are misleading or deceptive, regardless of intent, may breach the Agreement and the law generally, and are strictly prohibited. This may include spam linking (or blog spam), unethical search engine optimisation (SEO) tactics, misleading click through ads (i.e., having the display URL of a pay per click campaign appear to resolve to an official Arbonne website when it goes elsewhere), unapproved banner ads and unauthorised press releases. The truthfulness or accuracy of website content or Web promotion activities shall be determined by Arbonne in its sole discretion.

4.6.5. RESPECTING PRIVACY

Arbonne Independent Consultants must always respect the privacy of others in their postings and must not engage in gossip or advance rumours about any individual, company, or competitive products or services. In this regard, Arbonne Independent Consultants may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

4.6.6. INAPPROPRIATE CONTENT PROHIBITED

When Arbonne Independent Consultants participate in social networking sites, they must comply with the terms of use of the site, particularly (but not limited to) in relation to avoiding inappropriate conversations, comments, images, video, audio or other applications, including but not limited to profane, violent, offensive, threatening, defamatory, libellous, harassing, discriminatory or vulgar content (all of which is termed "Inappropriate Content"). The determination of what is Inappropriate Content shall be at the sole discretion of Arbonne and offending Arbonne Independent Consultants will be subject to disciplinary action/or deactivation. If an Arbonne Independent Consultant becomes aware of any Inappropriate Content from, or purporting to be from, another Arbonne Independent Consultant it shall notify Arbonne as soon as practicable.

4.6.7. REMOVAL UPON TERMINATION OF ARBONNE ID

If an Arbonne Independent Consultant's Agreement is terminated for any reason, pursuant to the terms of the Agreement, he or she must promptly, but in any event within five days, discontinue all uses of Arbonne's name, Arbonne's trademarks, trade names, service marks, other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all social media sites.

4.7. ONLINE ADVERTISING

4.7.1. ONLINE CLASSIFIEDS

Arbonne Independent Consultants are not permitted to use online classifieds (including Craigslist) to list, sell or retail specific Arbonne products. Arbonne Independent Consultants may, however, use

online classifieds (including Craigslist) for informing the public about Arbonne and the Arbonne opportunity, provided that they use the templates created and provided by Arbonne to identify themselves as an Arbonne Independent Consultant, as stated in Section 3.3.3. If a link or URL is provided, it must link to the Arbonne Independent Consultant's MyArbonne.co.uk website.

4.7.2. BANNER ADVERTISING

Arbonne Independent Consultants may place banner advertisements on a website provided they use the templates created and provided by Arbonne to identify themselves as an Arbonne Independent Consultant, as stated in Section 3.3.3. All banner advertisements must link to a MyArbonne.co.uk website. Arbonne Independent Consultants may not use blind ads or Web pages that make product or income claims that are ultimately associated with Arbonne products or the Arbonne opportunity.

4.7.3. HOTLINKS

When directing viewers to a MyArbonne.co.uk website, in order to avoid misleading or deceiving the reasonable reader, it must be evident from a combination of the link, and the surrounding context that the link resolves to the website of an Arbonne Independent Consultant. Links that mislead viewers into believing they are being directed to the Arbonne corporate site, when in fact they are directed to an Arbonne Independent Consultant site are strictly prohibited. The determination of whether a link is misleading shall be made by Arbonne in its sole discretion.

4.7.4. SEARCH ENGINES, SPONSORED LINKS AND PAY-PER-CLICK (PPC) ADS

Arbonne Independent Consultants agree to cooperate fully with Arbonne so that Internet search engines list Arbonne's website, arbonne.com, as the first search result when an Internet browser makes a query containing the name Arbonne or any one of Arbonne's product names or trademarks. Arbonne Independent Consultants are authorised to use sponsored links or pay per click ads (PPC) provided that Arbonne Independent Consultants use the templates created and provided by Arbonne. Only the pre-approved templates may be used for such sponsored ads purchased on search engines. Arbonne Independent Consultants are prohibited from using the Arbonne name, Arbonne product names or trademarks as the target keywords, and may only use generic search terms such as cosmetics, skin care, hair care, beauty, aromatherapy, makeup, nutrition, etc. In addition, the destination URL and display URL must resolve to a MyArbonne.co.uk website, and must not portray any URL that could mislead the user into believing that they are being directed to an Arbonne corporate site.

4.7.5. SPAM LINKING

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums. This includes blog spamming, blog comment spamming and/or slandering. Arbonne Independent Consultants may not use blog spam, spamdexing or any other mass replicated methods to leave blog comments. Spam linking is strictly prohibited.

4.8. DIGITAL MEDIA SUBMISSIONS

Arbonne Independent Consultants may upload, submit or publish any Arbonne related video, audio or photo content that they develop and create provided that the Arbonne Independent Consultant complies with the Agreement and is not otherwise misleading or deceptive or infringes the intellectual property or defames a third party. Scripts for any such video content must be submitted to the Compliance Department for review and approval prior to the creation of the video. Once the video has been created, it must be submitted to

the Compliance Department for final review and approval prior to uploading, submitting, publishing or distributing. The Compliance Department should be contacted via the online contact form available at the Contact Us section of Arbonne's website at arbonne.com. These submissions must clearly identify the submitter as an Arbonne Independent Consultant (either in the content itself and/or in the content description tag), comply with all copyright and other legal requirements, and state that the person making the submission is solely responsible for the submitted content. Arbonne Independent Consultants may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Arbonne or captured at official Arbonne events or in buildings owned or operated by Arbonne without prior written permission from Arbonne.

4.9. SPAM

Arbonne does not permit Arbonne Independent Consultants to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the Privacy and Electronic Communications Regulations 2003. Any email sent by an Arbonne Independent Consultant that promotes Arbonne, the Arbonne opportunity or Arbonne products and services must comply with the following:

4.9.1. THERE MUST BE A FUNCTIONING RETURN EMAIL ADDRESS TO THE SENDER.

4.9.2. THERE MUST BE A NOTICE IN THE EMAIL THAT ADVISES THE RECIPIENT THAT HE OR SHE MAY REPLY TO THE EMAIL, VIA THE FUNCTIONING RETURN EMAIL ADDRESS, TO REQUEST THAT FUTURE EMAIL SOLICITATIONS OR CORRESPONDENCE NOT BE SENT TO HIM OR HER (A FUNCTIONING "OPT OUT" NOTICE).

4.9.3. THE EMAIL MUST INCLUDE THE ARBONNE INDEPENDENT CONSULTANT'S PHYSICAL POST ADDRESS.

4.9.4. THE EMAIL MUST CLEARLY AND CONSPICUOUSLY DISCLOSE THAT THE MESSAGE IS AN ADVERTISEMENT OR SOLICITATION.

4.9.5. THE USE OF DECEPTIVE SUBJECT LINES AND/OR FALSE HEADER INFORMATION IS PROHIBITED.

4.9.6. ALL OPT OUT REQUESTS, WHETHER RECEIVED BY EMAIL OR REGULAR POST, MUST BE HONOURED AND SHOULD BE FORWARDED TO THE HEAD OFFICE IF RECEIVED BY THE ARBONNE INDEPENDENT CONSULTANT.

4.10. PRIVACY POLICY

Arbonne Independent Consultants may not distribute or gather personal information about other Arbonne Independent Consultants, their Preferred Clients, their Clients or potential Clients. Arbonne Independent Consultants agree to abide by the Privacy Policy set forth on the Arbonne website and to honour and extend those same policies to persons visiting MyArbonne.co.uk websites.

4.11. INTERNET INDEPENDENT CONSULTANTS

Use the online Internet Independent Consultant section of the Arbonne website available for Arbonne Independent Consultants to enjoy the following Internet capabilities for an Arbonne business:

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

Plus, new and exciting Internet capabilities as available.

Go to arbonne.com and click on "Sign In." You will be prompted

to enter your Arbonne ID and Password. You can then click on the "Internet Independent Consultant" link. If you do not have your Arbonne ID or Password, please contact Customer Service on 0800 977 5721 which will provide you with your login.

- Information required includes:
- Independent Consultant Name
- Arbonne ID
- email Address
- PIN

4.12. ARBONNE WEBSTATS

All Arbonne Independent Consultants have the capability to access Arbonne WebStats — real time information about their sales and sponsoring activities. Arbonne WebStats provide Arbonne Independent Consultants with important information, including current and historical Group Sales Volume, sponsoring information, order information, Preferred Client and Client information, order history, Web reports and profiles. WebStats constitute confidential, proprietary SuccessLine Activity Reports as discussed further in Section 3.9. These reports are available within the WebStats section of the Internet Independent Consultant section of the Arbonne website. Hint: Reports can be updated with any new information by clicking on a Web browser's "Refresh" or "Reload" button.

SECTION 5 — ORDERS AND DELIVERY

5.1. PLACING ORDERS

Orders placed directly through the Head Office may be made by post, express courier, fax, phone or Internet. All orders, except phone and Internet orders, must be completed on an Arbonne Independent Consultant Product Order Form. Order forms will not be processed if reduced before posting or faxing. With one delivery destination per order, Arbonne Independent Consultants may request the products to be delivered directly to themselves, Preferred Clients or Clients. Declined or improperly completed card details are processed on the day the amount charged to the card is approved by the cardholder's bank. Where applicable we will charge the relevant tax in addition to the price of the products, (i.e., Value Added Tax (VAT)). It is your sole responsibility to determine whether or not you are eligible to register for VAT purposes and, wherever required to complete your own.

Please note: New Independent Consultant purchases are limited to £200 during the first seven days following registration with Arbonne. Orders received once this limit has been reached will be held until the initial seven day period has elapsed. This limitation does not apply to Client or Preferred Client purchases through Client or Preferred Client Arbonne IDs.

5.2. COMBINED ORDERS

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

5.3. MANIPULATING ENROLMENTS AND SALES VOLUME

Arbonne Independent Consultants must not manipulate enrolments of new applicants or product purchases, as this may constitute bonus buying. All Arbonne Independent Consultant Application & Agreement Forms, Preferred Client Programme Registration Forms and product orders must be sent to Arbonne or entered online within seven days from the time they are signed by an Arbonne Independent Consultant, Preferred Client or placed by a Client, respectively.

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

Arbonne Independent Consultants shall not permit other Arbonne Independent Consultants, Preferred Clients or Clients to use his or her credit card to enrol or to make purchases from Arbonne on such other person's Arbonne account. Arbonne Independent Consultants may use a client's credit card with written permission supported by sales receipts when placing retail client orders through the Independent Consultant's Arbonne ID.

5.5. ARBONNE SPECIAL DELIVERY

Arbonne Special Delivery is the easy way for Arbonne Independent Consultants, Preferred Clients and Clients to receive Arbonne products automatically. Arbonne Special Delivery orders may be placed at arbonne.com in the Shop Online section, or by filling out the Arbonne Special Delivery Agreement, and Arbonne will automatically ship products based on the selected frequency. Arbonne may offer Arbonne Special Delivery rewards and promotional offers from time to time. Please refer to arbonne.com for current available offers.

5.6. TELEPHONE ORDERING HOURS

Arbonne's freephone number, 0800 977 5721, is available for charging orders to a Visa, Maestro, MasterCard or American Express credit card. The freephone number is also available for Customer Service assistance to all Clients, Preferred Clients and Independent Consultants. Telephone hours are 8:30 a.m.–7 p.m. Monday and Wednesday through Friday and 12 p.m.–7 p.m. Tuesdays.

All orders and applications are processed no later than the following business day from the day they are received by Head Office. Arbonne cannot process an order retroactively. Please note: New Arbonne Independent Consultant purchases are limited to £200 during the first seven days following registration with Arbonne. Orders received once this limit has been reached will be held until the initial seven day period has elapsed. Orders placed by telephone or post and faxed or posted applications must be received by the end of the last business day of the month by 5 p.m. in order to qualify for overrides, rewards, incentives or any portion of the Arbonne SuccessPlan in that month.

Arbonne strives to ensure that the privacy and security of all Arbonne Independent Consultants is strongly upheld. For this reason, verification of the self selected four digit passcode of the Arbonne Independent Consultant will be conducted prior to all orders being placed.

5.7. ORDER DEADLINES

Telephone, fax, post or express courier orders and posted or faxed applications must be received by 5 p.m. on the last business day of each month in order to be processed. Internet orders are accepted until 10 p.m. on the last business day of each month. When the last day of the month is a Saturday or Sunday or Bank Holiday, the preceding Friday will be considered the last business day of the month.

5.8. POSTING PROCEDURES

All properly completed post and express courier orders are processed no later than the following business day from when the order is received by the Head Office. Posted orders must be received by 5 p.m. on the last business day of each month in order to be processed that day. Post, including express delivery service, is not delivered on Saturdays and cannot be processed. Express courier orders must be sent to the Arbonne Northampton address with a request for morning delivery to ensure the order will be processed on the day it is received by the Head Office. Arbonne cannot be responsible for post or express courier delays.

Please note: New Arbonne Independent Consultant purchases are limited to £200 during the first seven days following registration with

Arbonne. Orders received once this limit has been reached will be held until the initial seven day period has elapsed. This limitation does not apply to Client or Preferred Client purchases through Client or Preferred Client Arbonne IDs.

Address all post and express courier orders to:

Arbonne Europe Sàrl
c/o Arbonne UK Limited
Attn: Order Processing
Unit 16 Basset Court, Loake Close, Grange Park
Northampton, NN4 5EZ

5.9. FAXING PROCEDURES

Arbonne Independent Consultants may fax credit card orders and applications to Customer Service at 0844 463 8042. Please ensure all credit card information is filled out properly on the order form. When a challenge arises with your order, a courtesy call will be made to the appropriate party. A courtesy call may be made to the direct sponsor should a challenge arise with new applications. Fax orders and applications must be received by 5 p.m. on the last business day of each month in order to be processed that day.

5.10. INTERNET ORDERING

Orders can be placed via the Internet at arbonne.com or through the MyArbonne.co.uk websites 24 hours a day, yet are processed during regular business hours. Internet orders must be received by 10 p.m. on the last business day of each month in order to be processed that day.

5.11. PAYMENT METHODS

All orders placed through the Head Office may be paid by Visa, MasterCard or American Express credit cards. The minimum order is £10. Please do not submit cash. Orders for which the payment is declined do not apply toward deadlines, campaigns, Qualifying Volume, commissions, bonuses, contests, or other rewards or remuneration.

5.12. BACKORDERS

Arbonne strives to avoid backordered items. When backorders do occur, Arbonne makes every attempt to advise the Arbonne Independent Consultant or Client at the time the order is placed. This provides the opportunity to select another product that is in stock or to continue to process the order with the backordered product.

If an order using one credit card number is placed for an item that is currently not in stock, the credit card will be charged for that item. When the backordered item arrives in the warehouse, it will be delivered either separately or in the next order. If the back ordered item is not received in the warehouse within 30 days of the original order or, is not scheduled to arrive within 5 days of the 30th day from the order date, the item will be voided from the order and a refund will be issued. If a Independent Consultant or Client still wishes to receive the product, a new order must be placed.

5.13. DELIVERY

Arbonne makes every effort to post products within 24 hours of receiving and processing an order, and most orders post within this time frame. Due to heavy volumes during mid-month and end of month peak periods, some orders may take as long as 72 hours (three business days) to post.

5.14. DAMAGED DELIVERIES

Arbonne makes every effort to prevent any product damage. When your order posts from Arbonne, it becomes the delivery company's responsibility to ensure that your order is received in good condition. If your order is not received in good condition, and it is not possible

to reject the delivery, please contact Customer Service immediately for return to Arbonne. After the delivery is picked up (or if you have rejected a delivery) notify Arbonne's Customer Service of your return for further assistance in delivery replacement.

SECTION 6 – SALES

6.1. QUALIFIED STATUS

To participate in the management qualification programmes and in the bonus and override programmes, Independent Consultants, Managers and Vice Presidents must accumulate a minimum of 150 Personal Qualifying Volume each month.

6.2. SALES RECEIPTS

All Arbonne Independent Consultants must provide their retail Clients and Preferred Clients with one copy of an official Arbonne sales receipt at the time of the sale. These receipts set forth the Client Satisfaction Guarantee as well as legal consumer protection rights. Arbonne Independent Consultants must orally inform the buyer of his or her cancellation rights. Arbonne Independent Consultants must maintain all retail sales receipts for a period of two years and furnish them to Arbonne at the Company's request. Arbonne will maintain records documenting the purchases of the Arbonne Independent Consultants' Clients and Preferred Clients who purchase directly from Arbonne.

6.3. 70% RULE

In placing an Independent Consultant order with Arbonne for product purchases, the Arbonne Independent Consultant certifies that he or she has sold at least 70% of any previously purchased products. Arbonne Independent Consultants should keep accurate records of monthly sales to specific consumers as proof of the 70% sales requirement. These records are subject to inspection by Arbonne upon reasonable notice. Arbonne Independent Consultants must provide their Preferred Clients and Clients with an Arbonne sales receipt. The Arbonne programme is built upon sales to the end consumer. Arbonne Independent Consultants are strictly prohibited from purchasing products solely for the purpose of qualifying for discounts, bonuses, awards or advancement under the SuccessPlan. Arbonne Independent Consultants may not purchase excess inventory nor encourage others to do so.

6.4. BONUS BUYING PROHIBITED

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes: (a) the enrolment of individuals or entities without the knowledge of and/or execution of an Arbonne Independent Consultant Application & Agreement or Preferred Client registration form by such individuals or entities; (b) the fraudulent enrolment of an individual or entity as an Arbonne Independent Consultant, Preferred Clients or Client; (c) the enrolment or attempted enrolment of non-existent individuals or entities as Arbonne Independent Consultants, Preferred Clients or Clients ("phantoms"); (d) the use of a credit card by or on behalf of an Arbonne Independent Consultant, Preferred Client or Client when the Arbonne Independent Consultant, Preferred Clients or Client is not the account holder of such credit card; (e) purchasing Arbonne products or services on behalf of another Arbonne Independent Consultant, Preferred Client or Client, or under the Arbonne ID of another Arbonne Independent Consultant, Preferred Client or Client to qualify for overrides, commissions or bonuses; (f) any other mechanism, including inappropriate use of the ASD programme, by which strategic purchases are made to maximise overrides, commissions or bonuses when an Arbonne Independent Consultant has no legitimate use for the products purchased.

6.5. SEVEN DAY PURCHASING LIMIT

A new Arbonne Independent Consultant is subject to a £200 purchasing limit during the first seven days following registration with Arbonne. The £200 limit includes the application fee, product orders and business aid orders, inclusive of VAT and delivery charges. VAT will be included in the purchase total, whether or not the Arbonne Independent Consultant is VAT registered. Orders received once the £200 limit has been reached will be held until the initial seven day period has elapsed. This seven day period begins immediately when a new Arbonne Independent Consultant signs and dates their Arbonne Independent Consultant Application & Agreement. This limitation does not apply to Client or Preferred Client purchases through Client or Preferred Client Arbonne IDs.

SECTION 7 – BONUSES AND COMMISSIONS

7.1. OVERRIDE, BONUS AND COMMISSION QUALIFICATIONS

An Arbonne Independent Consultant must be qualified and in compliance with the Agreement to receive overrides and bonuses. So long as a Independent Consultant complies with the terms of the Agreement, Arbonne shall pay overrides and bonuses to such Arbonne Independent Consultant in accordance with the SuccessPlan. The minimum amount for which Arbonne will issue a cheque payment is £15. If an Independent Consultant's overrides, bonuses and commissions do not equal or exceed £15, the Company will accrue the overrides, bonuses and commissions until they total £15. A payment will be issued once £15 has been accrued. Direct deposits will be paid on any balance.

7.2. COMMISSION PAYMENTS, STATEMENTS

Override and bonus payments are processed and generated after the end of each month and are paid within 13 business days after month end. An itemised statement of your earnings is available online or can be obtained by calling Customer Service. Please retain all your itemised earnings statements for your tax records. Please allow time for the delivery of your payment. Arbonne Independent Consultants who haven't received a cheque by the first day of the next month, should contact Arbonne's Customer Service to investigate.

Direct deposit is the most efficient way to obtain your payment and is strongly encouraged. If you wish to participate in this programme, simply access the direct deposit form online in the Internet Independent Consultants area and submit to Customer Service.

7.3. ADJUSTMENT TO BONUSES AND COMMISSIONS

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

7.4. ERRORS OR QUESTIONS

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

SECTION 8 – PRODUCT GUARANTEES AND RETURNS

8.1. CLIENT PRODUCT SATISFACTION GUARANTEE

A 45 day, money back guarantee is offered on all Arbonne products sold to Clients. Clients not completely satisfied may return the purchased products to their Arbonne Independent Consultant within 45 days from the Client purchase date for a full refund. A signed and fully completed Product Return Form must accompany a product return. Delivery fees are non-refundable in respect of an order cancelled more than seven working days after delivery. Please allow four to six weeks for processing. Promotional products and gift items may not be available for replacement, and may, at Arbonne's discretion, be exchanged for an item of equal value. This policy does not affect any Client's statutory rights.

8.2. INDEPENDENT CONSULTANT RETURN POLICY

Arbonne will refund or exchange any unused goods sold to an Arbonne Independent Consultant, which are in a resaleable condition and which are returned to Arbonne at the address set out below in Section 8.4.1 within 21 days of receipt of the goods by the Arbonne Independent Consultant. Arbonne Independent Consultants may cancel an order for goods by sending a written notice of cancellation to Arbonne Europe Sàrl, c/o Arbonne UK Limited, Unit 16 Basset Court, Loake Close, Grange Park, Northampton, NN4 5EZ within the period of 14 days following the making of order contract or up to 9 working days from the day after the Independent Consultant receives the goods, whichever is the later. In addition, if an Arbonne Independent Consultant terminates his or her Arbonne Independent Consultant Agreement with Arbonne, the Arbonne Independent Consultant may be entitled to return certain goods purchased prior to the termination in accordance with the provisions stated in the Arbonne Independent Consultant Agreement.

8.3. COMMISSION AND BONUS RECAPTURE

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

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

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

8.4. PROCEDURES FOR ALL RETURNS

The following procedures apply to all returns for refund:

8.4.1. Products must be returned, delivery pre-paid, by the Independent Consultant to Arbonne Europe Sàrl, Attn: Product Return, Dalepak, Style Way, Pineham, Northampton, NN4 9EX. Please allow four to six weeks for processing.

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

8.4.3. All returned products must have a Return Merchandise Authorisation (RMA) number written on each carton returned. The RMA number may be obtained by calling Arbonne Customer Service at 0800 977 5721.

8.4.4. The return is accompanied by:

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

8.4.5. Proper carton(s) and packing materials are to be used in packaging the product(s) being returned, and the best and most economical means for posting is suggested. All returns must be delivered to Arbonne delivery pre-paid. Arbonne does not accept delivery collect packages. The risk of loss associated with posting of returned product shall be on the person returning the product. If returned product is not received by the Arbonne Distribution Centre, it is the responsibility of the sender to trace the delivery.

8.4.6. If an Arbonne Independent Consultant is returning merchandise to Arbonne that was returned to him or her by a personal retail Client or Preferred Client, the product must be received by Arbonne within 14 days from the date on which the retail Client or Preferred Client returned the merchandise to the Arbonne Independent Consultant and must be accompanied by the sales receipt the Arbonne Independent Consultant gave to the Preferred Client or Client at the time of the sale. Arbonne reserves the right to review and terminate any Agreement and Arbonne ID for excessive or improper return activity.

SECTION 9 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1. GRIEVANCES AND COMPLAINTS

When an Arbonne Independent Consultant has a grievance or complaint with another Arbonne Independent Consultant regarding any practise or conduct in relationship to their respective Arbonne businesses, the complaining Arbonne Independent Consultant should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter cannot be resolved, it must be reported in writing via the Contact Us section on arbonne.com or by fax or post to Arbonne's Customer Service. Customer Service will review the facts and attempt to resolve it.

9.2. REPORTING POLICY VIOLATIONS

Arbonne Independent Consultants observing a Policy violation by another Arbonne Independent Consultant should submit a written report of the violation via the Contact Us section on arbonne.com. Please select Compliance department as the reason for the enquiry. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

9.3. DISCIPLINARY SANCTIONS

Arbonne reserves the right to sanction any Arbonne Independent Consultant as specified in these Policies & Procedures when: (1) it is determined that the Arbonne Independent Consultant has violated any provisions of this Agreement, including the provisions of these Policies & Procedures in their current form and as they may be amended from time to time at Arbonne's sole discretion; (2) the Arbonne Independent Consultant has violated any laws, regulations,

or standards of fair dealing; or (3) the Arbonne Independent Consultant has conducted him/herself in a fashion that, in the company's sole discretion, damages or tarnishes the reputation or goodwill of Arbonne.

9.3.1. DISCIPLINARY SANCTIONS

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

- Issuance of a written warning or admonition;
- Requirement that the Independent Consultant take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission payments;
- Loss of rights to one or more bonus and commission payments;
- Withholding from an Arbonne Independent Consultant all or part of the Arbonne Independent Consultant's bonuses and commissions during the period that Arbonne is investigating any conduct allegedly violative of the Agreement (if an Arbonne Independent Consultant's business is involuntarily terminated for disciplinary reasons, the Arbonne Independent Consultant will not be entitled to recover any commissions withheld during the investigation period);
- Suspension of the Arbonne Independent Consultant's Agreement and Arbonne business for one or more pay periods including, but not limited to, suspension of awards or benefits (e.g., vacations, pins, etc.);
- Suspension from speaking at Arbonne training seminars or other meetings representing Arbonne;
- Prohibition from attending any corporate or Arbonne sponsored event (e.g., GTC, AAC, NVP retreats), even if the Arbonne Independent Consultant has otherwise qualified for the event;
- Revocation of the Arbonne Independent Consultant's rank and reclassification of rank to Independent Consultant;
- Transfer of an Arbonne Independent Consultant, downline or an entire group to the next upline;
- Involuntary termination of the offending Arbonne Independent Consultant's Agreement and Arbonne business;
- Institution of legal proceedings for monetary and/or equitable relief in situations deemed appropriate by Arbonne; or
- Any other measure expressly allowed within any provision of the Agreement or which Arbonne deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Arbonne Independent Consultant's policy violation or contractual breach.
- All disciplinary sanctions are in addition to Arbonne's right to terminate or cancel with or without cause.

9.3.2. NOTICE OF DISCIPLINE

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

9.4. RESOLUTION OF DISPUTES

All disputes and claims relating to Arbonne, or its past or present related entities, officers, directors, employees, investors, distributors

or vendors, its marketing and compensation plan, its products, the rights and obligations of an Arbonne Independent Consultant and Arbonne, or any other claims or causes of action relating to the performance of either an Independent Consultant or Arbonne under the Arbonne Independent Consultant Agreement, or Policies & Procedures, or the purchase of products shall be settled initially through mediation or arbitration as set forth herein. If a dispute arises, it is expected that the parties will attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.

In the event such efforts are unsuccessful, and as a prerequisite to filing a claim in arbitration, either party may serve a notice requesting mediation ("Notice of Mediation") on the other party. Notice of Mediation shall be personally delivered or sent by pre-paid registered airmail or overnight courier, and shall be effective on receipt thereof by the party to whom it is addressed. Proof of receipt shall be a receipt signed by any officer or responsible official of the party to whom it is addressed. The Notice of Mediation shall be dated, and without prejudice to any right under this Agreement permitting subsequent modifications, shall specify the claims or issues which are to be subjected to mediation, including the requested remedies sought in the mediation. The parties shall attempt, in good faith, to select a mutually acceptable mediator from the Centre for Effective Dispute Resolution, International Dispute Resolution, 70 Fleet Street, London, EC4Y 1EU United Kingdom ("CEDR") in London, United Kingdom. If the parties are unable to agree on a mediator within 15 days of service of the Notice of Mediation, the parties shall request that CEDR submit to the parties a list of seven proposed mediators (the "Mediator List"). Within seven days after service of the Mediator List, each party shall submit a letter to CEDR that ranks four mediators on the Mediator List in order of preference and strikes the remaining three names. CEDR shall then select the mediator on the Mediator List with the highest combined ranking. The mediation shall take place in London, United Kingdom within 45 days after the selection of the mediator. The party that serves the Notice of Mediation shall be responsible for the costs of the mediation. The mediation, and any materials, briefs, statements, documents or information exchanged at or in anticipation of the mediation, shall be kept confidential and shall not be admissible for any purpose in any legal proceeding.

If differences cannot be resolved by mediation as set forth in the paragraph above, the parties shall be governed by, and these Terms & Conditions shall be construed in accordance with, English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising herefrom or any other contractual relationship between the parties hereto.

SECTION 10 – INACTIVITY AND CANCELLATION

10.1. EFFECT OF SUSPENSION OR TERMINATION

Any Arbonne Independent Consultant whose Agreement is terminated, cancelled for inactivity or non-renewal (collectively "termination") shall also result in the cancellation of the Arbonne Independent Consultant's Arbonne business. Terminated or suspended Arbonne Independent Consultants have no right to compensation or damages from Arbonne. When termination occurs for any reason, an Arbonne Independent Consultant must wait 12 calendar months before reapplying as an Arbonne Independent Consultant. It is left to Arbonne's discretion whether to accept any individual who has previously been terminated. Upon termination, all rights and benefits (including but not limited to property rights to any SuccessLine organisation) are waived and any SuccessLine is assigned to the next active upline Arbonne Independent Consultant.

Suspension and termination are retroactive to the beginning of the calendar month in which the alleged wrongful conduct occurred for

which the suspension is imposed by Arbonne. There will be no payment of commissions, bonuses or awards in the suspension period. In addition to the indemnification obligations set forth herein, an Arbonne Independent Consultant who is terminated for violation of Arbonne's policies shall, upon demand by Arbonne, be liable to repay, return or compensate Arbonne for any benefit programmes, prizes, incentives, commissions, bonuses or other remuneration received from Arbonne after the date of the activities causing such termination, as well as any other damages resulting to Arbonne from such conduct.

10.2. CANCELLATION FOR INACTIVITY

If an Arbonne Independent Consultant has not renewed his or her Agreement by the end of the 13th month since his or her initial registration or last renewal date, he or she will be cancelled as an Arbonne Independent Consultant on the first business day of the 14th month. At this time, the former Arbonne Independent Consultant's Arbonne ID will be assigned to Client status, all rights as an Arbonne Independent Consultant are relinquished and any SuccessLine is assigned to the next active upline Arbonne Independent Consultant.

After cancellation has occurred, the former Arbonne Independent Consultant will be eligible to submit a new Independent Consultant Application & Agreement; however, a former Arbonne Independent Consultant may not register under a different sponsor unless he or she has been inactive (no personal product purchases or sales to Clients or Preferred Clients, no personal sponsoring of Arbonne Independent Consultants and no registering of Preferred Clients) during a 12 calendar month period. Any product purchases by a former Arbonne Independent Consultant as a Client or Preferred Client will not constitute activity for purposes of determining inactivity during the 12 month period.

10.3. AGREEMENT TERMINABLE AT WILL

An Arbonne Independent Consultant may terminate his or her relationship with Arbonne at any time, in accordance with clause 16 of the Terms & Conditions of the Arbonne Independent Consultant Application & Agreement, by providing a signed written notice to Arbonne. Arbonne may also terminate the relationship with any Arbonne Independent Consultant (including any partnerships, corporations or other entity) at any time by providing written notice. Arbonne Independent Consultants or Arbonne are not required to have any reason, nor do Arbonne Independent Consultants or Arbonne have to claim or prove any cause to terminate this relationship. Termination will result in the loss of all benefits as an Arbonne Independent Consultant.

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

SECTION 11 — DEFINITIONS

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

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

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

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

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

Immediate Household — Spouses, cohabiting couples, children under the age of 18 and relatives residing in the same dwelling. Also included in the definition are students attending boarding school or university that reside at school during the school year, but within the dwelling of their parents or other relatives during nonschool periods. Persons such as flat mates and tenants who are unrelated shall not fall within the definition of an "Immediate Household" and may each have their own Arbonne independent business.

Qualifying Volume (QV) — Each Arbonne product carries a designated Qualifying Volume that is used to calculate qualifications, maintenance, product specials and campaign incentives. Starter Kits, Business Aids, Sample Packs and certain product specials have no Qualifying Volume.

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

Preferred Client (PC) — Preferred Clients register with Arbonne to purchase Arbonne products at a great value and participate in product promotions available to this special Client base through the Preferred Client Programme. Preferred Clients are not Arbonne Independent Consultants, and are not eligible to receive commissions or sponsor others under the Arbonne SuccessPlan.

Recruit — The term "recruit" means actual or attempted solicitation, enrolment, encouragement or effort to influence in any other way, either directly or through a third party, another Arbonne Independent Consultant, Preferred Client or Client to enrol or participate in another multi-level marketing, network marketing or direct sales opportunity. This conduct constitutes Recruiting even if the Independent Consultant's actions are in response to an inquiry made by another Arbonne Independent Consultant or Client.

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

Retail Volume (RV) — RV is the volumed used to calculate overrides. All Arbonne products carry a designated RV value that Arbonne Independent Consultants earn through their purchase and sale of those products. Please note that Starter Kits, Business Aids, sample packs and certain product specials have no RV.

Sponsor — An Independent Consultant who enrolls another Arbonne Independent Consultant into the Company, and is listed as the sponsor on the Independent Consultant Application & Agreement. The act of enrolling others and training them to become Arbonne Independent Consultants is called "sponsoring."

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

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

Arbonne Independent Consultant Code of Ethics

As an Arbonne Independent Consultant:

1. I will conduct myself with integrity and responsibility and will make the Golden Rule the cornerstone on which I build my business. I will read and adhere to the Consumer Code of Practice of the Direct Selling Association available at dsa.org.uk.
2. I will uphold the values of Arbonne and not engage in any deceptive, unlawful or unethical consumer or recruiting practice that may be detrimental or reflect poorly on Arbonne International, the network marketing industry or me. I will support and advocate the Policies & Procedures and also respect the spirit and intent in which they were written.
3. I will familiarise myself with Arbonne's SuccessPlan and products and represent them to my Clients and prospective Arbonne Independent Consultants realistically and without misleading or providing false expectations. Any claims, representations or statements I make regarding Arbonne will be those included in the Arbonne literature.
4. I will, to my best ability, accept and fulfil the responsibilities to train, motivate, support and encourage all in my SuccessLine. I will treat my business like any other prestigious enterprise and will fulfil commitments I make to my Clients, fellow Arbonne Independent Consultants and associates.
5. I will not advise or encourage excessive buying at unrealistic levels. I will not inventory load or bonus buy.
6. I will convey the Arbonne opportunity to prospects with honesty and integrity and I will not misrepresent actual or potential sales or earnings. I realise that each individual's success is accomplished through their individual efforts.
7. I will make courteous and prompt exchanges and/or refunds to my Clients and I will assist my Clients who have ordered product directly from Arbonne.
8. I will maintain a basic loyalty and professionalism to the network marketing industry as a whole and will not engage in unwarranted criticism of other network marketing companies.
9. I will abide by local, provincial and federal laws that govern my independent business. I understand that it is my responsibility to comply with these laws, the laws of my industry and with Arbonne's Policies & Procedures as they may be amended from time to time.
10. I will uphold this CODE OF ETHICS and I recognise that its success will require diligence to create an awareness among all Arbonne's Independent Consultants. I will not, in any way, attempt to persuade, induce or coerce another party to breach this Code. Any such action is considered a violation of this Code and thereby a violation of Arbonne's Policies & Procedures.



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