

# **POLICIES AND PROCEDURES**

## **UNITED STATES** *July 28, 2020*

### **SECTION 1: INTRODUCTION AND ABOUT POLICIES AND PROCEDURES**

1.1 - Policies and Solely Jane Commission Plan Incorporated into Independent Solely Jane Consultant Agreement

1.2 - Changes to the Agreement

1.3 - Policies and Provisions Severable

1.4 - Waiver

1.5 - Use of Third Party Intellectual Property

1.6 - Official Solely Jane Facebook Page(s)

### **SECTION 2: REQUIREMENTS OF A CONSULTANT**

2.1 - Requirements to Become a Consultant

2.2 - Independent Contractor Status

2.3 - One Solely Jane Consultantship Per Consultant and Per Household

2.4 - Actions of Household Members or Affiliated Parties

2.5 - Separation of a Solely Jane Consultantship

2.6 - Business  
Entities

2.6.1 - Changes to a Business  
Entity

2.7 - Income  
Taxes

## SECTION 3 - REQUIREMENTS TO REMAIN ACTIVE, RESPONSIBILITIES OF A CONSULTANT

3.1 - Adherence to Policies Set Forth  
Herein

3.2 - Adherence to Laws and  
Ordinances

3.3 - Term and Renewal of Your Solely Jane  
Consultantship

3.4 - Consultant  
Subscription

3.5 - Change of Address, Telephone, and Email  
Addresses

3.6 - Consultant/Inventory Order Shipping  
Address

Solely Jane Policies and Procedures – 02122020

3.7 - Consultant/Inventory Ordering and Appropriate Credit Card  
Use

3.8 - Sales  
Taxes

3.9 - Shipment, Title, and Risk of  
Loss

3.10 - Ongoing Sales  
Responsibilities

## SECTION 4: BENEFITS OF BEING A CONSULTANT

#### 4.1 - Consultant Benefits

Overview

#### 4.2 - Ordering as a Consultant

4.2.1 - Personal Use  
Orders

#### 4.3 - Consultant Office Access

#### 4.4 - Confidential Information

#### 4.5 - No Territory Restrictions

#### 4.6 - International Marketing

#### 4.7 - Participation in the Solely Jane Commission Plan

4.7.1 - Bonus and Commission Qualifications and  
Accrual

4.7.2 - Adjustments for Returned Products

4.7.3 - Commission  
Payments

4.7.4 - Reports

4.7.5 - Errors or  
Questions

#### 4.8 - Sale, Transfer, or Assignment of Solely Jane Consultantship

### SECTION 5: ADVERTISING AND BRANDING YOUR CONSULTANTSHIP

#### 5.1 - General Advertising and Branding Guidelines

5.2 - Use of Solely Jane-Created Sales  
Tools

5.3 - Consultant-Created Promotional  
Assets

5.4 - Trademarks and  
Copyrights

5.4.1 - Domain Names, Email Addresses, and Online  
Aliases

5.5 - Identification as a  
Consultant

5.6 - Social Media  
Activity

5.6.1 - Separation from Personal or other Business  
Pages

5.6.2 - Private  
Groups

5.7 - Solely Jane Sites vs. Personal  
Websites

Solely Jane Policies and Procedures – 02122020

5.8 - Promotions, Incentives, and  
Discounting

5.8.1 -  
Sampling

5.8.2 - Personal Promotions/Consultant-Created  
Promotions

5.9 - Online Retailing and Product Price  
Listing

5.10 - Promotion of Non-Solely Jane Products, Outside Businesses, Events, and  
Finished Goods

5.11 - Social Media Sites with External Website-Like  
Features

5.12 - Consultants Are Responsible for Postings

5.13 - Consultant Logo

5.14 - Sponsored Links/Pay-Per-Click (PPC) Ads/Paid Search

5.15 - Banner Advertising

5.16 - Digital Media Submissions (e.g., YouTube, iTunes, PhotoBucket, etc.)

5.17 - Telemarketing

5.18 - Media and Media Inquiries

5.19 - Unsolicited Emails

5.19.1 - Customer Privacy and Contact

## SECTION 6: SELLING ACTIVITIES AND CUSTOMER MANAGEMENT

6.1 - Ordering Solely Jane Products

6.1.1 - Personal Use vs. Reselling

6.1.2 - No Reimbursement to Other Consultants

6.1.3 - Product Orders on Solely Jane Sites

6.2 - Excess Inventory and Bonus Buying Consultants

6.4 - Fixed Retail Outlets

6.5 - Tradeshows and Other Sales  
Forums

6.6 - Solely Jane App

6.7 - Sales  
Receipts

6.8 - Repackaging and Relabeling  
Prohibited

6.9 - Refund  
Policy

6.9.1 - Return of Damaged or Defective  
Items

6.9.2 - Return of Starter Kit and Sales Collateral by Consultants upon  
Cancellation

Solely Jane Policies and Procedures – 02122020

6.9.3 - Montana Residents

6.9.4 - Procedures for All Other  
Returns

6.10 - Selling Product/Project  
Kits

6.11 - Promoting and Selling Workshops/Create &  
Takes

6.11.1 - Workshops Held in a Fixed Retail  
Outlet

6.11.2 - Pop-Up Shop  
Locations

6.12 - Promoting and Selling Finished  
Goods

6.12.1 - Online Marketplaces for  
Product

6.12.2 - Online Marketplaces for Finished Goods

## SECTION 7: ENROLLING AND TEAM LEADERSHIP

7.1 - Consultant-Created Recruiting Methods and Tools

7.2 - Enrolling Online

7.3 - Providing Documentation to Applicants

7.4 - Passive Stacking Prohibited

7.5 - Ongoing Training

7.6 - Expected Team Communications

7.7 - Consultant Team Assignment Program and Passive Stacking

7.8 - No Intent to Manipulate Orders

7.9 - Change of Advisor

7.9.1 - Misplacement

7.10 - Cancellation and Re-Application/Change of Advisor

7.10.1 - Waiver of Claims Regarding Change of Advisor

7.10.2 - No Advisor

7.11 - Targeting Other Direct Sellers

## SECTION 8: SUPPORTING THE SOLELY JANE COMMUNITY

8.1 - Respecting  
Privacy

8.2 -  
Professionalism

8.3 - Prohibited  
Postings

8.4 - Responding to Negative Online  
Posts

8.5 - Negative  
Comments

### Solely Jane Policies and Procedures – 02122020

8.6 - Income Claims/Non-Disclosure of  
Compensation

8.7 -  
Indemnification

8.8 - Governmental Approval or  
Endorsement

8.9 - Rank  
Limitations

8.10 - Outside  
Businesses

8.11 - Conflicts of  
interest

8.11.1 -  
Non-Solicitation

8.11.2 - Consultant Participation in Other Network Marketing  
Programs

8.11.3 - Competing  
Products

## SECTION 9: DISCIPLINARY PROCEDURES

9.1 - Disciplinary  
Sanctions

9.2 - Grievances and  
Complaints

9.3 - Arbitration and Other Dispute  
Resolution

9.4 - Governing Law, Jurisdiction, and  
Venue

9.4.1 - Louisiana  
Residents

## SECTION 10: INACTIVITY, CANCELLATION, AND EXIT

10.1 - Effect of  
Cancellation

10.1.1 - Timing of  
Cancellation

10.2 - Failure to Meet Personal Volume (PV)  
Quota

10.2.1 - Consultant to Customer  
Program

10.3 - Involuntary  
Cancellation

10.4 - Voluntary  
Cancellation

10.5 -  
Non-Renewal

10.6 - Discontinuance of All Branding and Names Upon  
Cancellation

10.7 - Return of All Confidential

Information

10.8 - Critical Status Definitions and Eligibility

10.9 - Succession

## SECTION 11: DEFINITIONS

Solely Jane Policies and Procedures – 02122020

### **SECTION 1: INTRODUCTION AND ABOUT POLICIES AND PROCEDURES**

#### **1.1 - Policies and Solely Jane Commission Plan Incorporated into Independent Solely Jane Consultant Agreement**

These Policies and Procedures (the “**Policies**”), in their present form and as amended at the sole discretion of Solely Jane, LLC (the “**Solely Jane**”, or the “**Company**”), are incorporated into, and form an integral part of, the Independent Solely Jane Consultant Agreement (the “**Agreement**”). As used throughout these Policies and the Agreement, the word “Consultant,” “you,” or “your” refers to Solely Jane Independent Consultants. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Agreement, the Solely Jane Statement of Policies and Procedures, the Solely Jane Commission Plan, and the Solely Jane Independent Consultant Solely Jane Site and Consultant Office Terms of Use. These documents are incorporated by reference into the Agreement (all in their current form and as amended from time to time by Solely Jane). It is the responsibility of each Consultant to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies, which can be found at the Company’s official website.

#### **1.2 - Changes to the Agreement**

Solely Jane reserves the right to amend the Agreement and its prices, at any time and in its sole and absolute discretion. By executing the Agreement, a Consultant agrees to abide by all amendments or modifications that Solely Jane makes to the Agreement. Such amendments are effective 30 calendar days after publication of notice or later as noted specifically. Amended Policies will not apply retroactively to conduct that occurred prior to the effective

date of such amendment. Notification of amendments will be published by one or more of the following methods: (i) posting on the Company's official website; (ii) electronic mail (email); (iii) posting in Consultants' Consultant Office/Solely Jane Sites; (iv) inclusion in Company periodicals; or (v) special mailings. The continuation of a Consultant's Solely Jane Consultantship, or a Consultant's acceptance of bonuses or commissions, constitutes acceptance of all amendments.

### **1.3 - Policies and Provisions**

#### **Severable**

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 adjudicated invalid portion(s) of the provision will be severed and the remaining terms and provisions will remain in full force and effect. The severed provision, or portion thereof, will be reformed to reflect the purpose of the provision as closely as possible.

#### **1.4 - Waiver**

The Company does not waive its right to insist on compliance with the Agreement and with the applicable laws governing the Agreement and the relationship of the parties thereto. No failure

Solely Jane Policies and Procedures – 02122020

of Solely Jane to exercise any right or power under the Agreement or to insist upon strict compliance by a Consultant with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, will constitute a waiver of Solely Jane's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of a Consultant against Solely Jane will not constitute a defense to Solely Jane's enforcement of any term or provision of the Agreement.

### **1.5 - Use of Third Party Intellectual Property**

If Consultants use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party ("Third-Party IP") in any posting, communication, marketing, or training material, it is the Consultant's responsibility to ensure that they have received the proper license to use such Third-Party IP and pay the appropriate license fee. All Third-Party IP must be properly referenced as the property of the third-party, and you must adhere to any restrictions and conditions that the owner of the Third- Party IP places on the use of its property.

## **1.6 - Official Solely Jane Facebook Page(s)**

Solely Jane has official Company Facebook (and other Social Media) pages. Consultants may not place linking information on any of Solely Jane's Social Media pages, nor may they post any pricing, promotions, marketing material, sales, advertisements, or announcements relating to their Consultantship on any of the Company's Social Media pages. Furthermore, business-related matters and questions should not be posted on Solely Jane's Social Media pages, but should instead be directed to the Solely Jane Customer Service or Compliance departments, unless the specific page rules dictate otherwise. Solely Jane reserves the right to remove any messages posted on official Company Social Media pages as determined in its sole discretion. Consultants may not post information soliciting the public to their individual Consultantship, offering Product insights or customer service to the general public, nor post information regarding any non-Solely Jane product, brand, or service on any Solely Jane public or Consultant-only Social Media group(s).

In Consultant-only Social Media groups (including, but not limited to, Consultant Studio, Emerging Leaders, and Couturier), Consultants may not solicit other potential Consultants, nor should they post specific or potentially sensitive information about their own, or other Consultants', commissions, Team activity, potential policy violations, or content which is not relevant to the members of the entire group. Specific questions or concerns should always be directed to the appropriate person or department via email or call to Solely Jane Consultant Services.

## **SECTION 2: REQUIREMENTS OF A CONSULTANT**

### **2.1 - Requirements to Become a Consultant**

Solely Jane Policies and Procedures – 02122020

To become a Solely Jane Consultant, each applicant

- must:
- Be the age of majority in his/her state of residence;
  - Reside in the United States;
  - Provide Solely Jane with his/her valid Social Security or Federal Tax ID number;

- Purchase a Solely Jane Starter Kit (optional in North Dakota);  
and
- Submit a properly completed Agreement to Solely Jane in online format.

Solely Jane may provide the Social Security Numbers, or Federal Tax Identification Numbers, of Consultants to government agencies as required by law.

## **2.2 - Independent Contractor**

### **Status**

Consultants are independent contractors. The Agreement between Solely Jane and its Consultants does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Consultant. Furthermore, a Consultant will not be treated as an employee for his or her services or for federal, state or provincial tax purposes. All Consultants are responsible for applicable local, state/provincial, and federal taxes related to compensation earned as a Consultant of the Company; each Consultant should consult with his or her individual financial advisor as appropriate. The Consultant has no authority (expressed or implied) to bind the Company to any obligation. Each Consultant will establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Agreement, the Policies, and applicable laws.

## **2.3 - One Solely Jane Consultantship Per Consultant and Per Household**

A Consultant may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Solely Jane Consultantship. No individual may have, operate, or receive compensation, directly or indirectly, from more than one Solely Jane Consultantship. Individuals of the same Household (as defined below) may not enter into or have an interest in more than one Solely Jane Consultantship. For purposes of these policies, a "Household" means: "spouses" (as further defined below), and any individual living at, or doing business at, the same address, regardless of age, or dependent/independent status.

In order to maintain the integrity of the Solely Jane Commission Plan, husbands and wives, partners or common-law couples (collectively "spouses") who wish to become Consultants will constitute one Solely Jane Consultantship, although only one individual may be named on the account as the "recognized" or acting Consultant. All communications, potential recognition, publications, etc., will be in that recognized Consultant's name only, and only that one recognized Consultant will be eligible to participate in Solely Jane events, receive Solely Jane gifts, or join Solely Jane-sponsored Social Media groups.

Spouses are the only acceptable Consultant partnerships and may exist for a legitimate tax reason only. Potential Consultants must request that their spouse be added as a secondary name to their Consultant account, although no other privileges or benefits exist for that spouse. In every other instance, a Consultant account is one individual per account and no partnerships are permitted. In the event of divorce, at Solely Jane's discretion, Solely Jane may assign Consultantship rights to the "recognized" or active Consultant named on the account, not the secondary spouse name.

#### **2.4 - Actions of Household Members or Affiliated Parties**

If any member of a Consultant's Household engages in any activity which, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant and Solely Jane may take disciplinary action against the Consultant. Similarly, if any partner, shareholder, member, or other individual with any ownership or management capacity (collectively "**Affiliated Individual**") in a corporation, partnership, LLC, trust or other entity (each, a "**Business Entity**") violates the Agreement, such action(s) will be deemed a violation by the Business Entity and each Affiliated Individual, and Solely Jane may take disciplinary action jointly and severally against the Business Entity and/or each Affiliated Individual.

#### **2.5 - Separation of a Solely Jane Consultantship**

Consultants may have a spouse listed on their account under certain conditions even though only one individual may be recognized as a Consultant. At such time as a marriage may end in divorce or a Consultantship may dissolve, arrangements must be made to assure that any separation or division of the Consultantship is accomplished so as not to adversely affect the interests and income of other Consultantships up or down the line of Sponsorship. In Solely Jane's discretion, Solely Jane will consider assigning Consultantship rights to the "recognized" or active Consultant named on the account.

#### **2.6 - Business Entities**

A Business Entity may apply to be a Consultant by submitting a Solely Jane Independent Consultant Agreement along with a properly completed IRS Form W-9 or government form. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Entity (collectively "**Affiliated Parties**") are individually, jointly, and severally liable for any indebtedness to Solely Jane, compliance with the Policies, the Agreement, and other

obligations to Solely Jane.

For the purposes of recognition, Consultant Services support, and other references and mentions, only one individual may be named as primary on the account. That will be the individual considered the Consultant of record and no other individuals shall be named, recognized on awards, in title advancements, in publications, at events, nor permitted to register/request membership in any Consultant-only Social Media groups, events, etc.

### **2.6.1 - Changes to a Business Entity**

Each Consultant must immediately notify Solely Jane of all changes to type of Business Entity they utilize in operating their Consultantship.

### **2.7 - Income Taxes**

Each Consultant is responsible for paying local, state/provincial, and federal taxes on any income generated as a Consultant. If a Consultant's Solely Jane Consultantship is exempt from tax reporting, the federal tax identification number and any included documentation must be provided to Solely Jane. Every year, Solely Jane provides an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: (i) Had earnings of over \$600 USD in the previous calendar year; and/or (ii) Made purchases during the previous calendar year in excess of \$5,000 USD.

## **SECTION 3 - REQUIREMENTS TO REMAIN ACTIVE, RESPONSIBILITIES OF A CONSULTANT**

### **3.1 - Adherence to Policies Set Forth Herein**

To remain a Consultant in Good Standing, a Consultant must comply with all terms of the Agreement (including these Policies), as well as personal performance/activity requirements outlined in the Solely Jane Compensation Plan.

### **3.2 - Adherence to Laws and Ordinances**

Consultants agree to comply with all federal, state/provincial, and local laws and regulations in the conduct of their Consultantships, sales and promotions of the Products, training of their Team, and all activities and communications related thereto. Many cities

and counties have laws regulating certain home-based businesses. If Consultant is alerted that an ordinance applies to him or her, the Consultant must be polite and cooperative, and immediately send a copy of the relevant ordinance to the Solely Jane Compliance Department (compliance@SolelyJane.com).

### **3.3 - Term and Renewal of Your Solely Jane Consultantship**

The term of the Agreement is 1 year from the date of its acceptance by Solely Jane, unless otherwise terminated as provided for under the Agreement (the “**Term**”). The Term will automatically renew for successive 1-year periods unless either the Consultant or Solely Jane provides written notice of termination to the other as set forth in Section 10 below. Continuation of a Consultantship following automatic renewal, including sales of the Products, or continued acceptance of bonuses and commissions, constitutes the Consultant’s acceptance of the renewal of the Agreement.

### **3.4 - Consultant Subscription**

All Consultants are required to use the online resources, business tools (Solely Jane Site and Solely Jane Shop), and Product samples provided by Solely Jane (the “**Subscription**”), which are fundamental to the professional operation of a Consultantship. The Subscription is provided at a low, monthly service fee payment (the “**Subscription Fee**”). The Subscription is not optional, and must be paid by automatic payment on a set date (typically the Consultant’s Enrollment day-of-month), beginning the month following Enrollment. Failure to keep current on the Subscription Fee payments may result in a Consultant’s account status changing to “paused.” Paused Consultants should work with Consultant Services to become current on any outstanding payments. Failing timely resolution of non-payment for the Service Fees, including any back month payments owed, is grounds for termination.

### **3.5 - Change of Address, Telephone, and Email Addresses**

Consultants whose contact information changes must amend their contact information through their Consultant Office within 30 calendar days of the change. If this option is unavailable, Consultants must amend their contact information by emailing support@SolelyJane.com within 30 calendar days of the change. Consultants acknowledge that updating contact information is their responsibility, and that failure to do so may result in missed communications, commission payments, Product deliveries, recognition, or event announcements, or failure to meet other requirements with consequences up to and including termination.

### **3.6 - Consultant/Inventory Order Shipping Address**

Any Products a Consultant orders via the Consultant Office must ship to that Consultant's address on record. Consistency of shipping address helps maintain low shipping costs and protects Consultant Pricing.

### **3.7 - Consultant/Inventory Ordering and Appropriate Credit Card Use**

Consultants agree to not allow other Consultants, or Customers, to use his or her credit card or permit debits to their checking accounts to Enroll or to make purchases from the Company.

Only the Consultant's credit card (personal or Household) may be used to purchase Product orders in the Consultant Office. Personal Volume (PV) for Product orders by a Consultant using any other credit card (including cards of other Consultants, Customers, family, or friends) are subject to be removed from Consultant's monthly PV totals.

### **3.8 - Sales Taxes**

Consultants will collect sales tax when their Product inventory is used in a sales-tax eligible transaction, according to applicable tax rates in the jurisdiction into which the shipment is destined. Applicable sales tax will be charged on Product orders that are designated as "personal use."

### **3.9 - Shipment, Title, and Risk of Loss**

All shipments of Products will be made by the carrier selected by Solely Jane. Title and risk of loss or damage to the Products will pass to the Consultant or Customer, as applicable, upon delivery of the Products for shipment to the carrier at Solely Jane's fulfillment facility, and any claim of loss or damage will be made by the Consultant or Customer, as applicable, against such carrier.

### **3.10 - Ongoing Sales Responsibilities**

Regardless of their level of achievement, Consultants have an ongoing obligation to continue to personally promote Product sales through the generation of new Customers and through professionally servicing their existing Customers. Failure to remit qualifying and truthful

Product sales minimums may result in termination of the Agreement by Solely Jane.

## **SECTION 4: BENEFITS OF BEING A CONSULTANT**

### **4.1 - Consultant Benefits**

#### **Overview**

Once an eligible Consultant has executed the Agreement, the benefits of the Solely Jane Commission Plan and the Agreement are available to the new Consultant. These benefits include the right to:

- Sell the official Solely Jane Products (*e.g.*, *Solemates*, *Comfort Bases*, *Arch Supports*, *Travel Bags*, *etc.*) (the “**Products**”);
- Participate in the “Solely Jane Commission Plan” (*e.g.*, become eligible to receive Product sales-related bonuses and commissions);
- Enroll other individuals as Consultants into their Solely Jane Consultantship;
- Receive periodic Solely Jane literature and other Solely Jane communications;
- Participate in Solely Jane-sponsored support, service, training, motivational, and recognition functions, upon qualification and/or payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Solely Jane for its Consultants.
- Have a “Solely Jane Site” replicated website for the purpose of selling Product direct to Customers, Enrolling new Team members, and promoting their Consultantship.
- Join Solely Jane’s private Social Media group for community building, support, and training. Solely Jane may operate multiple groups for Consultants at different titles or statuses, and reserves the right to mute or remove any Consultant from a group for posts or other conduct that Solely Jane considers to be inappropriate.

### **4.2 - Ordering as a Consultant**

Consultants may place Product Inventory Orders for resale or personal use in the Consultant Office. These Products are offered at “Consultant Price,” which is 25% off US retail price and Affiliates are offered 15% off retail price. Direct Customer ordering is only available on a Consultant’s Solely Jane Site.

#### **4.2.1 - Personal Use Orders**

Consultants have the option to order in their back office for 25% off or purchase on their replicated site at retail price. This option allows Consultants to be taxed on the Consultant Price vs the retail price. Consultants purchasing for Inventory Orders that are placed with the intent of selling the such Products to a Customer should not purchase with the Consultant 25% off discount.

#### **4.3 - Consultant Office Access**

Solely Jane requires that each Consultant remain current on the Subscription to maintain access to the Consultant Office. Consultant Office provides Consultants access to confidential and proprietary information that the Consultant must use solely and exclusively to promote the development of a Consultant's Consultantship and to increase sales of the Products. However, access to the Consultant Office is a privilege and not a right. Solely Jane reserves the right to deny a Consultant access to the Consultant Office at Company's sole discretion.

#### **4.4 - Confidential Information**

Consultants will have access to Confidential Information, which includes, but is not limited to, the identities and contact information of Solely Jane Customers and Consultants, Consultants' Personal and/or Team Sales Volumes, and Consultant Rank and/or achievement Levels. Confidential Information includes information made available to Consultants in their respective Consultant Office. Consultant access to such confidential information is password-protected, and Consultants hereby acknowledge and agree that Confidential Information constitutes proprietary business trade secrets belonging solely to Solely Jane. Consultants have no claim, right, or title to any Confidential Information. Such Confidential Information is provided to Consultants in the strictest confidence and is made available to Consultants for the sole purpose of assisting Consultants in working with their respective sales teams in the development of their Solely Jane Consultantship. Consultants and Solely Jane agree that, but for this obligation of confidentiality and nondisclosure, Solely Jane would not provide Confidential Information to the Consultant.

In addition to other reasonable protective measures Consultants hereby agree to take, in order to further protect Confidential Information, Consultants further agree to not, on his or her own behalf, or on behalf of any other person, or Business Entity:

- Directly or indirectly disclose any confidential information to any third

party;

- Directly or indirectly disclose the password or other access code to his or her Consultant Office to any third party;
- Use any confidential information to compete with Solely Jane or to Recruit any Consultant or Customer, or for any other purpose other than to promote his or her Solely Jane Consultantship;
- Recruit or solicit any Consultant or Customer of Solely Jane listed on any report or in the Consultant's Consultant Office, or in any manner attempt to influence or induce any Consultant or Customer to alter their professional relationship with Solely Jane; or
- Use or disclose to any person or Business Entity any Confidential Information.

Each Consultant agrees that if he or she violates the terms of this confidentiality provision, Solely Jane will be irreparably harmed. The Consultant therefore further agrees that Solely Jane will be entitled to immediate temporary, preliminary, and permanent injunctive relief to enforce the terms of this provision, prevent the use and/or disclosure of Confidential Information, and otherwise seek relief to protect its Confidential Information.

The provisions of this Section will survive the termination of the Agreement.

#### **4.5 - No Territory Restrictions**

There are no exclusive territories granted to anyone in the US.

#### **4.6 - International Marketing**

Consultants are authorized to sell Solely Jane Products and Enroll Customers or Consultants only in the countries in which Solely Jane is authorized to conduct business, and rules governing Enrolling and selling may vary by market. Without prior approval in writing from the Company, Solely Jane Products or sales aids may not be shipped into or sold in any country that the Company has not announced is officially open for business. In addition, no Consultant may, in any unauthorized country: (i) conduct: sales of any kind, Enrollment or training meetings; (ii) Enroll (or attempt to Enroll) potential Customers or Consultants; or (iii) conduct any other activity for the purpose of selling Solely Jane Products, establishing a marketing organization, or promoting the Solely Jane Commission Plan.

Current open markets are the United States. Consultants are allowed to sell products from

their Solely Jane Site and to enroll Team members from both markets. Cross-border sales from a Consultant's Solely Jane Site will be between the Customer and the Solely Jane business entity doing business in the Customer's country. Commissions will be credited to the Consultant whose Solely Jane Site the order is placed through and paid in the same way that Solely Jane Site commissions for in-country sales are paid.

Consultants are prohibited from selling on-hand inventory cross-border, or shipping inventory across the border to be resold by them or anyone else. Consultants may not sell directly to Customers located across the border except through their Solely Jane Site with orders being shipped directly from Solely Jane, LLC, based in Utah.

#### **4.7 - Participation in the Solely Jane Commission Plan**

All active, eligible Consultants in Good Standing may participate in the benefits of the Commission Plan. The Commission Plan may be updated from time to time and/or vary by market at the discretion of the Company.

##### **4.7.1 - Bonus and Commission Qualifications and Accrual**

So long as a Consultant complies with the terms of the Agreement, Solely Jane will pay commissions to such Consultant in accordance with the Commission Plan. The minimum amount for which Solely Jane will issue a commission is \$10.00 USD. If a Consultant's bonuses and commissions do not equal or exceed \$10.00 USD, the Company will accrue the commissions and bonuses until they total \$10.00 USD. Payment will be issued once \$10.00 USD has been accrued.

Notwithstanding the foregoing, all outstanding commissions owed a Consultant, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the Cancellation of a Consultant's Consultantship, less any outstanding payments or sales tax reimbursements owed by the Consultant to the Company. Exceptions to this include Consultants who have been Cancelled for violation of these Policies.

##### **4.7.2 - Adjustments for Returned Products**

Consultants receive bonuses and commissions based on qualifying Product orders. When a Product is returned to Solely Jane for a refund or is repurchased by the Company, either of the following may occur at the Company's discretion: (i) the bonuses and commissions 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 upline Consultants who received bonuses and commissions on the sales of the refunded Products; or (ii) the upline Consultants who earned commissions based on the sale of the returned Products will have the corresponding volume deducted from their Team Volume in the month in which the refund is given, and all subsequent months until it is completely recovered.

#### **4.7.3 - Commission Payments**

The Company pays commissions via direct deposit into Consultants' Solely Jane Pay account. Consultants are expected to complete their account information accurately so payments and credits can be properly applied. The Company will not be held liable for any fees associated with Solely Jane Pay incurred by Consultants.

#### **4.7.4 - Reports**

All information provided by Solely Jane in Team activity reports, including, but not limited to, Personal Volume, Team Volume, Enterprise Volume (or any part thereof), and Team Sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors (including, but not limited to, the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned Products; or credit card and electronic check charge-backs), the information is not guaranteed by Solely Jane or any persons creating or transmitting the information.

ALL PERSONAL AND TEAM VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SOLELY JANE AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY CONSULTANT OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES THAT

Solely Jane Policies and Procedures – 02122020

ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR TEAM SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES,

OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF SOLELY JANE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, SOLELY JANE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY, OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Solely Jane's reporting services and a Consultant's reliance upon such information is at the Consultant's own risk. All such information is provided "as is." If a Consultant is dissatisfied with the accuracy or quality of the information, the sole and exclusive remedy is to discontinue use of and access to Solely Jane's reporting services and the Consultant's reliance upon such information.

#### **4.7.5 - Errors or Questions**

If a Consultant has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Consultant must notify Solely Jane in writing within 60 calendar days of the date of the purported error or incident in question. Solely Jane will not be responsible for any errors, omissions, or problems not reported to the Company within 60 calendar days.

#### **4.8 - Sale, Transfer, or Assignment of Solely Jane Consultantship**

A Solely Jane Consultantship is independently operated. Without the express written consent of Solely Jane, the sale, transfer, or assignment of a Solely Jane Consultantship is not allowed. A Consultant does not own Customer contacts, Team relationships, or Enterprise relationships or activities, and when the Consultant exits, their activity in their Consultantship will be considered resigned and terminated as an account. The Consultant may not suggest or extract a value from any individual, nor promise a "place" in the Team genealogy upon their exit from the Company.

### **SECTION 5: ADVERTISING AND BRANDING YOUR CONSULTANTSHIP**

#### **5.1 - General Advertising and Branding**

## **Guidelines**

All Consultants agree to safeguard and promote the good reputation of Solely Jane and its Products. The marketing and promotion of Solely Jane, the Consultantship Opportunity, the Solely Jane Commission Plan, and Products must comply with Company guidelines and

Solely Jane Policies and Procedures – 02122020

these Policies, including, but not limited to: never engaging in any discourteous, deceptive, misleading, unethical or immoral conduct or practices, including, but not limited to, misleading income claims, placements in the genealogy tree of the Solely Jane Commission Plan, suggestions of future Product orders not generated by such Consultant, promises to achieve a certain compensation, Rank, title, etc., or commingling their Solely Jane Consultantship with any other business competitive, complementary, or tangential, that may be confusing to Customers.

### **5.2 - Use of Solely Jane-Created Sales Tools**

To promote both the Products and the opportunity Solely Jane offers, Consultants must use only the Recruiting methods, training methods, and websites approved by Solely Jane. Consultants may create their own promotional literature, advertising, social posts, and promotional material using their own content (e.g., photography, video, copy) as well as using approved assets provided by the Company (“**Sales Tools**”), within the guidelines specified for each Sales Tool. The Company has carefully designed its Products, labels, Commission Plan, and Sales Tools to ensure that they are promoted in a fair, truthful manner, that they are substantiated, and the material complies with the legal requirements of federal and state/provincial laws.

### **5.3 - Consultant-Created Promotional Assets**

Consultant-created advertising must represent the Solely Jane Consultantship Opportunity and Products in a clear and truthful manner, without infringement on any other person, Business Entities, or owned content. No Consultant may re-use another Consultant’s branding or promotional asset without that Consultant’s express written consent. With such prior written consent, such asset may be attributed to the creating Consultant, but never linked in any way to the creating Consultant’s Solely Jane Site, Social Media pages, or other contact information.

Advertising and promotional content may not commingle other business opportunities or non-Solely Jane products or services. All advertising must clearly state “Solely Jane Independent

Consultant” so as not to suggest the ad, offer, promotion, or asset is produced or offered by the Company.

Permission for Consultant-created ads, coupons, videos, photos, etc. shared on Social Media or distributed to Customers is not required, however, failure to adhere to foregoing content policies will result in a request from Solely Jane compliance to cease and desist/remove the ad, post, video, or photo, and activities generated from any false or misleading advertising may be removed from Consultant’s account at the discretion of compliance. Consultants waive all claims for damages or remuneration arising from or relating to such rescission. All advertising/posts that include a “Personal Promotion” must be posted in a closed/private setting only. (See “Personal Promotions,” Policy 5.8.2)

Consultants may not sell Sales Tools or any other form of training, coaching, consulting, or

Solely Jane Policies and Procedures – 02122020  
business advice or marketing support to other  
Consultants.

#### **5.4 - Trademarks and Copyrights**

The name “Solely Jane” and other names as announced may be adopted by Solely Jane, and are proprietary trade names, trademarks, and service marks of Solely Jane. As such, these marks are of great value to Solely Jane and are licensed to Consultants for their use only in an expressly authorized manner. Solely Jane will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including Consultants, in any unauthorized manner without its prior, written permission.

The content of all Company-sponsored events is copyrighted material. Consultants may not produce for sale or distribution any recorded Company events and speeches without written permission from Solely Jane, nor may Consultants reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. Live streaming, recorded video, or audio recording by any Consultant or guest attending an event are strictly prohibited.

As a Consultant, you *may* use the “Solely Jane” name in the following manner, and in fact **MUST** use this identifier in your business cards, Social Media, and other External Websites or promotional materials and Sales Tools:

Consultant's Name Solely  
Jane Independent Consultant

*Example:* Alice Smith Solely  
Jane Independent Consultant

Consultants *may not* use the trademarked names referenced above or other marks yet to be identified by Solely Jane as proprietary in any form in your Team name, a tagline, an External Website URL or extension, in a Personal Email Address, in any blog title or address, in any Social Media title or address (except as set forth in this policy), or as a personal name or a nickname. For example, you may not secure the domain name: [www.buySolelyJane.com](http://www.buySolelyJane.com), nor may you create an email address such as: [SolelyJanesales@hotmail.com](mailto:SolelyJanesales@hotmail.com). If a Consultant has any External Website URL and/or blog site that includes the words "Solely Jane" or other marks and names as outlined above the Consultant must assign all rights, title, ownership and control over the URL to Solely Jane and must promptly cooperate with Solely Jane to execute all documents necessary to assign such rights to the URL to Solely Jane. Additionally, Consultants may only identify themselves using the phrase "Solely Jane Independent Consultant" in their phone greeting, email signature, and other branded identifiers (including Social Media) to clearly separate their independent Solely Jane Consultanship from Solely Jane, LLC.

#### **5.4.1 - Domain Names, Email Addresses, and Online Aliases**

Solely Jane Policies and Procedures – 02122020

Except as specifically otherwise allowed herein, a Consultant is not allowed to use or register any of the trademarked names referenced in Policy 5.4 for any Internet domain name (URL or extension) or Personal Email Address. Additionally, Consultants cannot use or register Internet domain names, Personal Email Addresses, and/or online aliases that, in the sole discretion of Solely Jane, could cause harm to Solely Jane's reputation, cause confusion, be misleading, be deceptive, or cause individuals to believe or assume the communication is from, or is the property of or authorized by Solely Jane corporate. Examples of the improper use of "Solely Jane" include, but are not limited to, "msSolelyJane," "SolelyJanebyAmy," or Solely Jane showing up as the sender of an email. Notwithstanding anything to the contrary herein, certain External Website domain names (URLs or extensions) may include "Solely Jane" in them if a unique URL is automatically generated by default upon the authorized creation (as outlined in Policy 5.4 herein) of say, a Facebook "Business Page" (e.g., [http://www.facebook.com/pages/jamie-smith-Solely Jane-Independent-Consultant/987654321123456789?sk=wall](http://www.facebook.com/pages/jamie-smith-Solely-Jane-Independent-Consultant/987654321123456789?sk=wall)) ("**Default URL**"). Additionally, Solely Jane will

consider, on a case by case basis, allowing a Consultant to change a Default URL for aesthetic/cosmetic purposes – such that the example provided above could become: [www.facebook.com/jsmithSolelyJaneIndependentConsultant](http://www.facebook.com/jsmithSolelyJaneIndependentConsultant), or [www.facebook.com/jsmith-SolelyJane-Independent-Consultant](http://www.facebook.com/jsmith-SolelyJane-Independent-Consultant). Consultants must first obtain approval in writing from Solely Jane prior to renaming any Default URL. As a general rule, Consultants may not use any geographic reference in the page names/titles or URLs of their Solely Jane-related Social Media, External, or Personal Websites.

## **5.5 - Identification as a Consultant**

Consultants must disclose their full names on all relevant Social Media profiles that relate to Solely Jane and its Products or business, and each must conspicuously identify themselves as a “Solely Jane Independent Consultant.” Anonymous postings or use of an alias is prohibited.

Consultants must always identify themselves as a “Solely Jane Independent Consultant” at every Pop-Up Shop, expo/event, email, in-person, or virtual connection with a potential Customer or Team member such that it is clear to this individual that the Consultant is not an employee of Solely Jane’s corporate office. Consultants must never use the good name and brand of Solely Jane to sell or promote other products or opportunities; commingling such under the name of “Solely Jane Independent Consultant” is expressly forbidden and creates Customer confusion and may be grounds for disciplinary action.

## **5.6 - Social Media Activity**

Consultants are encouraged to promote their Consultantships on Social Media and may have accounts on multiple platforms (e.g., Facebook, YouTube, Instagram, Pinterest, etc.)

### **5.6.1 - Separation from Personal or other Business Pages**

Consultants wishing to promote their Consultantship on Social Media are required to create

Solely Jane Policies and Procedures – 02122020  
unique and distinct pages, groups, channels, etc. from any personal account or other business account.

Their Solely Jane Social Media accounts must be clearly labeled following the foregoing

policies on identification as a Solely Jane Independent Consultant; all of the Consultant's Social Media accounts should follow a parallel naming convention for consistency, uniqueness, and ease of Customer use.

Solely Jane-dedicated accounts on Social Media may never be used to promote other business opportunities, other products or services, etc. A Consultant may post suggestions to visit, like, follow the business page on their personal page. They may also post artwork or other tangential-to-business posts on their personal pages, but no enticements, ads, offers, non-Solely Jane product announcements, etc. may be posted on personal pages.

### **5.6.2 - Private Groups**

Consultants may wish to have "private" (also called "closed") groups on Social Media for Customers and Team members. These groups are ideal for conducting Personal Promotions, Team incentives and training, etc. (For information on Personal Promotions, see Policy 5.8.2). Consultants should separate groups intended for Customers from those intended for Team members. Customers should be legitimate, buying Customers of Consultant.

Consultants are required to verify, before adding members to closed groups, that they are legitimate Customers and not Consultants. If a Customer becomes a Consultant, that individual should be removed from the Customer group and moved into an appropriate Team group. Consultants should not compete with other Consultants or try to "woo" Customers by price-matching or seeking to edge out another Consultant's closed group promotion. A closed email list or home setting with invited guests also constitutes a private/closed group.

Team members added to private groups should be within the Consultant's Team (Levels 1 through 3), with their permission. Consultants wishing to add members of their Enterprise (Level 4 and deeper) should have the approval of that Consultant's Advisor as well as the Consultant themselves, to mitigate any confusion regarding Team leadership or the Enterprise structure. It is the Consultant's responsibility to verify eligibility of all members of a closed group.

Solely Jane's Social Media persona and representative of compliance, must always be added to private groups by the administrator.

### **5.7 - Solely Jane Sites vs. Personal Websites**

Consultants are provided with a branded, replicated website (Solely Jane Site) by Solely Jane, where Customers may place retail Product orders and/or Enroll as a new Consultant. Except as otherwise provided in these Policies, Consultants may use only the Solely Jane Site

Solely Jane Policies and Procedures – 02122020

provided by Solely Jane to transact their Solely Jane Consultantship online. Consultants may not sell Products online to Customers via any other website (including, but not limited to, Social Media, self-created websites, apps, blogs, etc.) Consultants receive a Solely Jane Site and Solely Jane App to facilitate the online buying and in-person transaction experiences for their Customers and Enrollments (Solely Jane Site only) for prospects. Consultants are solely responsible and liable for the content (including personal/contact information) they add to their Solely Jane Site and must regularly review the content to ensure it is accurate, relevant, and does not violate the Terms of Use, Privacy Policy, and these Policies.

Consultants wishing to have a Personal Website (non-Social Media website of their own), may do so. It may not offer Solely Jane Product for sale, nor offer any type of promotion, discount, coupon, or enticement that is publicly visible. It may include videos, how-tos, calendar and upcoming events, workshops, Pop-Up Shops, etc.

A Solely Jane Site URL is: [www.SolelyJane.com/\[Store Name\]](http://www.SolelyJane.com/[Store Name]). A Consultant may choose their store name (e.g., [www.SolelyJane.com/angelajones](http://www.SolelyJane.com/angelajones) or [www.SolelyJane.com/angelaj](http://www.SolelyJane.com/angelaj)), provided, however, that such Solely Jane Site URL cannot (in the sole discretion of Company):

- Cause confusion with other portions of the Solely Jane corporate website;
- Confuse a reasonable person into thinking they have landed on a Solely Jane corporate page;
- Be confused with any Solely Jane owned or controlled name;
- Contain any discourteous, misleading, or off-color words or phrases that may damage Solely Jane's reputation;
- Use the terms "Solely Jane" or "Happy Solely Janeing" or any derivative of the terms listed in Policy 5.4 (e.g., [www.SolelyJane.com/angelasellsSolelyJane](http://www.SolelyJane.com/angelasellsSolelyJane)); or
- Use any geographic identifier in the URL (e.g., "californiaConsultant" or "rockymountainSolely Jane"), including state/provincial abbreviations (e.g., "Solely Janeofca").

Solely Jane reserves the right to reject a Consultant's choice of Solely Jane Site URL names at any time.

## **5.8 - Promotions, Incentives, and Discounting**

Independent Consultants are permitted to promote their Consultants and businesses by creating Product, samples, and incentive offers unique to them. These offers may never be construed as endorsed or backed by Solely Jane's corporate office, nor any other Consultant. Solely Jane will not enforce nor "make good" the fulfillment of any Consultant-created incentive to Customers or Team members. However, if compliance receives complaints that a Consultant-created incentive or promotion has not been honored, Solely Jane reserves the right to investigate whether the Consultant is conducting fraudulent or misleading activities, which may lead to disciplinary action. Promotions, incentives, and discounts must be offered within a closed group.

Consultants are encouraged to promote any Solely Jane-offered Customer promotion, and honor the same at Customer request, provided the request meets all criteria for the promotion.

### **5.8.1 - Sampling**

Free samples are permitted so long as the Consultant is offering them in a "closed group" or private setting (see Policy 5.6.2) including to their personal email lists, so long as it is 100% free. In the event that you must use a container/package for a free sample, it should be very simply labeled without Solely Jane logos, with your contact information and the phrase "Free Sample. Not labelled for individual retail sale."

Policy differentiates between free sampling and selling Product kits (see section 6.10).

### **5.8.2 - Personal Promotions/Consultant-Created Promotions**

Consultants are permitted to create promotions of their own design and promote the same to closed or private groups. No Consultant may offer any promotion, discount, incentive, or other personally-created promotion in a public-facing environment. For the purposes of policy, a "public-facing" environment includes openly accessible websites, Social Media pages, advertisements, or banners in a public location, or coupons/flyers distributed broadly

(See Policy 5.6.2).

Consultants may create promotions of their own design to incentivize Team members, or Customers or hostesses, but these promotions must be offered in the Consultant's private, closed-group settings only.

Any Consultant may create a Consultant-created promotion offering a discount on a Product, a free item with specific behavior (buying a certain size order, etc.), or a "buy this, get that" offer so long as the promotion of the offer is confined to a private, closed-group setting. Under no circumstances, may any Consultant offer any form of an incentive (e.g., cash, bonus, preferential downline placement, cash equivalents. etc.) for Enrollment of a new Team member. Consultant-created promotions must not exclude like members of a group. For example, if a Consultant offers an incentive to achieve Master Mentor to Team members, he or she must offer that incentive to all Team members, not a hand-selected group. The Consultant must specify the criteria for any promotion, including the eligible group, and ensure that all similar members of any group have equal access to participate.

### **5.9 - Online Retailing and Product Price Listing**

Consultants may not sell Solely Jane Products on any online retail store or ecommerce site (with the exception of your Solely Jane Site). However, Consultants may list Solely Jane's then-current manufacturer's suggested retail price ("**MSRP**") on their External or Personal Website(s).

### **5.10 - Promotion of Non-Solely Jane Products, Outside Businesses, Events, and Finished Goods**

It is expected that Consultants will safeguard the good reputation and clear brand of Solely Jane by refraining from mixing other businesses or the promotion of the same (competitive, similar, or dissimilar) with their Solely Jane Consultantship.

While Consultants are permitted to have other direct-sales and non-direct sales businesses that are deemed by Company to be non-competitive, Consultants still may not use the good name of Solely Jane to elevate other businesses or potentially (in the sole discretion of Company) cause Customer confusion by blending them. Whether or not this has happened is in Solely Jane's sole discretion.

### **5.11 - Social Media Sites with External Website-Like Features**

Because some Social Media sites are particularly robust, the distinction between a Social Media site and an External or Personal Website may not be clear cut. Solely Jane therefore reserves the sole and exclusive right to classify certain Social Media websites as External Websites and require that Consultants using, or who wish to use, such Social Media websites adhere to the Company's policies relating to External Websites.

### **5.12 - Consultants Are Responsible for Postings**

Consultants are personally responsible for their online postings and all other online activity that relates to Solely Jane.

A Consultant should never post, promote, or solicit sales or Recruiting activity that then will be "given" to another Consultant. One Consultant must never leverage their brand/business for the purpose of creating or expanding a different Consultant's brand—this is considered in violation of the Bonus Buying and/or Passive Stacking policies (refer to Policy 6.2 and 6.3). Any sales generated from these "redirected" activities may be voided and not eligible for commissions and Consultants Recruited from these redirecting activities may be assigned to different Advisors/Teams. Relatedly, a Consultant should never visit another Consultant's Social Media pages, External Websites, or other event with the intention to post and/or solicit business and activity away from that Consultant and to their own Consultantship.

Therefore, even if a Consultant does not own or operate a blog or Social Media site, if a Consultant posts to any such site that relates to Solely Jane or which can be traced to Solely Jane, the Consultant is responsible for the posting and must act in a way that builds, strengthens, and enhances Solely Jane's reputation, image, and standing in the community. Consultants are also responsible for postings which occur on any External or Personal Website that the Consultant owns, operates, or controls. Furthermore, please note that while Solely Jane encourages Consultants to engage in the online Social Media community in an effort to enhance and grow their Consultantship, each Consultant is solely responsible to strictly adhere to each Social Media website's terms of use, policies and procedures, privacy policies, etc. If a Consultant is not comfortable with fully accepting such obligations and potential consequences, they should refrain from using Social Media websites as a platform to grow their Solely Jane Consultantship.

Any posting that is false, misleading, or deceptive is prohibited. A Consultant may not commingle any other business activity, sales, earnings or potential as these are considered deceptive and confusing.

### **5.13 - Consultant**

## **Logo**

If a Solely Jane logo is used in any promotion, Social Media page, or photo, Consultants are required to use the Independent Consultant version of the Solely Jane logo. The Independent Consultant version of the Solely Jane logo is available for download in the Consultant Office. Using the incorrect Solely Jane logo, or failure to add the term “Independent Consultant” to any site, promotional item or collateral, or signage may create Customer confusion.

### **5.14 - Sponsored Links/Pay-Per-Click (PPC) Ads/Paid Search**

Sponsored links or pay-per-click ads (“**PPC**”) are acceptable only as described herein. The destination and display URL must be the same. The destination of the PPC must be the External Website, not your Solely Jane Site, and must not portray any URL that could lead the user to believe they are being directed to a Solely Jane owned or controlled website, or be inappropriate or misleading in any way. Consultants will not utilize any of the Company’s trademarks, trade names, and service marks, including, but not limited to, those trademarked names referenced in Policy 5.4, including, but not limited to, advertising on Google™ AdWords and Yahoo!® Advertising.

### **5.15 - Banner Advertising**

Consultants may place banner advertisements on their External Websites or third-party websites (as described herein below). Any Solely Jane-related banner advertisements on External Websites must link back directly to the Consultant’s Solely Jane Site. Similarly, for Social Media sites such as Pinterest, if a Consultant uses, pins, or re-pins any image that uses the name, image, look-and-feel, etc., of Solely Jane and/or any Solely Jane Product or accessory, the Consultant may only link such Consultant’s Solely Jane Site and/or their External Website URL to such image. Notwithstanding the foregoing, Consultants may not use “blind ads” (*i.e.*, ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with Solely Jane Products or the Solely Jane Commission Plan.

### **5.16 - Digital Media Submissions (e.g., YouTube, iTunes, PhotoBucket, etc.)**

Consultants may upload, submit, or publish Solely Jane-related video, audio, or photo content to their External Websites that they develop and create, so long as it aligns with Solely Jane values, contributes positively to the Solely Jane community greater good and reputation (as determined by Solely Jane in Solely Jane’s sole discretion), and does not include the term

“Solely Jane” in any domain name URL, and is otherwise also in compliance with the Policies. All submissions must clearly identify the submitter as an “Independent Consultant” in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that the Consultant is solely responsible for this content. Consultants may not upload, submit, or publish any content (video, audio, presentations, or any computer files) received from Solely Jane or captured at official Solely Jane events or in buildings owned or operated by Solely Jane without prior written permission, unless such material was obtained directly from the *Media Library* Tab in their Consultant Office or designated as “public facing” in Business Documents or on the company’s social pages or YouTube channel(s).

Approved Solely Jane-provided video may not be “clipped” or edited in the creation of a Consultant’s video.

## **5.17 - Telemarketing**

Consultants must not engage in telemarketing in the operation of their Solely Jane Consultantship. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Solely Jane Product or Recruit them for the Solely Jane Commission Plan. “Cold calls” made to prospective Customers or Consultants that promote either Solely Jane’s Products or services or the Solely Jane Commission Plan constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Customer or Consultant (a “prospect”) is permissible under the following situations:

- If the Consultant has an established business relationship with the prospect. An “established business relationship” is a relationship between a Consultant and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Consultant, or a financial transaction between the prospect and the Consultant, within the 18 months immediately preceding the date of a telephone call to induce the prospect's purchase of a Product.
- If the Consultant receives written and signed permission from the prospect authorizing the Consultant to call. The authorization must specify the telephone number(s) which the Consultant is authorized to call.
- You may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom a Consultant has at least a recent first-hand relationship within the preceding 3 months. Bear in mind, however, that if a Consultant engages in “card collecting” with everyone they meet and subsequently calls them, the Federal Trade Commission may consider this a form of telemarketing that is not subject to this exemption. Thus, if a Consultant engages in calling “acquaintances,” such Consultant must make such

calls on an occasional basis only and not make this a routine practice.

- Consultants must not use automatic telephone dialing systems or software relative to the operation of their Solely Jane Consultantship.
- Consultants must not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the Solely Jane Products, services, or Commission Plan.

### **5.18 - Media and Media Inquiries**

Consultants may advertise in local publications, but must make sure their ads are accurate, professional, and not misleading in any way, and in compliance with all other advertising and branding policies herein.

Consultants must first obtain written permission from the Solely Jane Compliance Department (compliance@SolelyJane.com) before approaching or responding to inquiries from any media outlet (e.g., T.V., radio, and internet media sites). This requirement is designed to assure that accurate and consistent information is provided to the public as well as allowing the Company to maintain its desired public image. In the event the Company grants permission for the use of such media, the Company shall have final authority on the production process including, without limitation, full rights to all recordings.

### **5.19 - Unsolicited Emails**

Solely Jane does not permit Consultants to send unsolicited commercial emails unless such emails strictly comply with all applicable laws and regulations including, without limitation, the federal CAN- SPAM Act and/or the Canada Anti-Spam Law (CASL). Any unsolicited commercial email sent by a Consultant that promotes Solely Jane, the Solely Jane opportunity, or Solely Jane's Products must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that 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).
- The email must include the Consultant's physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.

- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored.
- Under the CASL, there must be consent on the part of the recipient for emails to be sent. Consent may be express or, in permitted circumstances, implied.

Solely Jane may periodically send commercial emails on behalf of Consultants. By entering into the Agreement, Consultant agrees that the Company may send such emails.

### **5.19.1 - Customer Privacy and Contact**

All Customer information, data, contact information, and financial records are considered strictly confidential. No Consultant may share, sell, or use said information for any other purpose than supporting the Customer with Product sales and use, promotions, etc. Consultant understands he/she does not “own” the Customer relationship, and that upon exit from the Company, the Consultant relinquishes all rights to access or use said Customer data for any purpose. The Customer may of their own free will and choice shop with multiple Consultants, and hence, share data non-exclusively. No Consultant has a right to “claim” a Customer; conversely, no Consultant may solicit by email, Social Media post, or other means the Customers of another Consultant.

## **SECTION 6: SELLING ACTIVITIES AND CUSTOMER MANAGEMENT**

### **6.1 - Ordering Solely Jane Products**

Consultants may order Product inventory items from Solely Jane at 25% of retail price (“**Consultant Price**”). This Consultant Price is not a “wholesale” price or “discount,” but is offered as an “instant commission” which is recognized when a Consultant resells Product to a Customer at retail price. Consultants are permitted to use ordered Product for a variety of approved purposes that build their Consultantship.

To preserve the brand value and pricing integrity of Products that benefits all Consultants, Consultants may not disclose to Customers their Consultant Pricing, nor consistently or in an ongoing promotion “pass along” their pricing as a permanent “discount” to Customers. Consultants acknowledge that doing so creates an unlevel playing field and can damage the competitive value of Products.

Solely Jane Policies and Procedures – 02122020

### **6.1.1 - Personal Use vs. Reselling**

Consultants are permitted to order inventory Product from Solely Jane for the purpose of reselling said Products to Customers at retail price (or via other pricing/promotion plans that follow the Personal Promotions, see Policy 5.8). Consultants may also purchase Products intended for “personal use,” which can include individual consumption of Products for creating artwork for their individual homes, offices, gifts, etc. and not for resale OR for Finished Goods that are resold to Customers.

When a Consultant orders inventory, they must specify their best intent for the items in that order: personal use or resale. Orders placed for personal use will have sales tax calculated on the Consultant Price of the items. These items should not be resold to Customers as-is. Orders designated for resale will have sales tax calculated on the retail value of the items based on the shipping address of the ordering Consultant. When a Consultant resells Product, they are to correctly assess and capture sales tax from the Customer, retaining it as a reimbursement for the sales tax the Consultant paid when placing the Inventory Order. Any discrepancy between the two shall be considered a cost of doing business on the part of the Consultant, who waives any rights to claims against the Company for any reimbursement of such discrepancy.

See the section on Finished Goods (Policy 6.12) for policy governing sales tax on Finished Goods.

### **6.1.2 - No Reimbursement to Other Consultants**

Consultants may not entice, request, encourage, or require another Consultant or Customer to order Products and then “reimburse” the order under any circumstances. Doing so may be construed as potential Bonus Buying, title manipulation, or Passive Stacking activity and said orders/purchases will be voided from Consultant’s account, as well as any bonuses, titles, or recognition that may have been due as part of said orders.

### **6.1.3 - Product Orders on Solely Jane Sites**

All Consultants receive Solely Jane Sites as part of their Consultant Subscription. Solely Jane Sites enable the placement of direct-to-Customer orders and offer a 25% deferred

commission. This modified commission offsets the Customer-direct shipping which is fulfilled by Solely Jane instead of the Consultant, and accounts for inventory management costs incurred by Solely Jane rather than the Consultant. Orders shipped to an address other than the Consultant's address on file should be placed on the Consultant's Solely Jane Site. Solely Jane Site orders generate equal Personal Volume to orders placed on Consultant Office. See Solely Jane Commission Plan for additional details.

## **6.2 - Excess Inventory and Bonus Buying**

Consultants must never purchase more Products than they can reasonably use or sell to Customers in a month, and must not influence or attempt to influence any other Consultant to

Solely Jane Policies and Procedures – 02122020

buy more Products than they can reasonably use or sell to Customers in a month. In addition, Bonus Buying is strictly prohibited. Bonus Buying includes any mechanism or artifice to qualify for Rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide Product purchases by end user consumers of the selling Consultant. Bonus Buying includes, but is not limited to, purchasing Products through a straw man or other artifice. Any other use of a different credit card on a Consultant's account may be construed as potential Bonus Buying, title manipulation, or Passive Stacking activity and said orders/purchases will be voided from Consultant's account, as well as any bonuses, titles, or recognition that may have been due as part of said orders.

## **6.3 - De-Stashing and Reselling to Other Consultants**

The practice of "De-Stashing" may also be considered a form of Bonus Buying and occurs when a Consultant has significant Product on hand and attempts to sell large quantities to other Consultants or Customers, typically after intentionally purchasing said Product for Rank, recognition, commission or other incentive qualification. De-Stashing is prohibited, regardless of price offered. Consultants may not intentionally buy Product with the intention of charging a premium price to other Consultants or Customers after the Product retires, a practice known as "scalping." This can be confusing and injurious, particularly to new Consultants less familiar with the Commission Plan.

A Consultant may choose to provide, transfer, assign, or re-sell a Product to another Consultant. This should be done only for unavailable (out of stock or retired) items, at the last/lowest price sold to Consultants. This activity can be of benefit and support to the community in times of Product shortage, or at a Customer request, etc., and should be

done sparingly.

Consultants may not operate or participate in “Buy, Sell, Trade” boards, groups, or forums whether public or private, for Solely Jane Products as these tend to focus on premium pricing/”scalping” or De- Stashing after Bonus Buying. Consultants who are “in search of” a single, specific Product may post that request using current Solely Jane approved methods. Approved ISO methods, if any, will be released, promoted, offered, and supported in regular Consultant communications and programs.

#### **6.4 - Fixed Retail Outlets**

Except as set forth in this Policy 6.4, a Consultant may not (i) sell or deliver or store Solely Jane Products at a fixed retail outlet or the surrounding premises or (ii) sell or provide Solely Jane Products to someone who the Consultant has reason to believe will sell or deliver such Solely Jane Products at a retail outlet or the surrounding premises. For definition purposes, “fixed retail outlet” is any storefront, kiosk, or booth with a sales front that is established for 14 or more calendar days (shorter-term sales forums, such as fairs, expos and trade shows are not considered fixed retail outlets). For information on holding Create & Takes or selling Finished Goods in Fixed Retail locations, see Policy 6.11.1 and 6.12.

Solely Jane Policies and Procedures – 02122020

#### **6.5 - Tradeshows and Other Sales Forums**

Consultants may display and/or sell Solely Jane Products at a Tradeshow. A “Tradeshow” is an organized event of a relatively large number of vendors held at a specific location which does not last more than 14 calendar days over any consecutive 60 calendar day period, at which various products and/or services are displayed, sold, or otherwise marketed to attendees. Tradeshows are available to Consultants on a first-to-register basis. Generally, multiple Consultants are not allowed at a single Tradeshow regardless of its scope or size as this can create Customer confusion and competition; provided, however, that, to the extent permitted by the Tradeshow administrator, one or more Consultants may, by mutual agreement, share a single booth at a Tradeshow (for example, rotating days or time blocks within a day).

The exception to the foregoing is when a second Consultant who wishes to participate in a Tradeshow agrees to sell only Finished Goods or teach/conduct workshop experiences but not sell or represent Product. Only one Consultant per event may sell Solely Jane Product.

Consultants may not sell Solely Jane Products at swap meets, garage sales, flea markets or similar events as these events are not conducive to the quality image Solely Jane wishes to portray. Additionally, Consultants may not sell or display non-Solely Jane Products alongside or in the same display space with Solely Jane Products at a Tradeshow.

## **6.6 - Solely Jane App**

Solely Jane provides or may provide in the future a mobile app (“**Solely Jane Shop**”) to Consultants as part of the Consultant Subscription. The purpose of this app is to conduct real-time transactions from the Consultant’s inventory as a Point-of-Sale (POS) service. This app may be stand alone, or require a live web connection. The Solely Jane App is the recommended method for transacting Product sales to Customers and managing your inventory. The app incorporates an account with a credit card processor that belongs to you (not Solely Jane). Processing fees are paid by the Consultant and are offered at competitive rates.

The app calculates the appropriate sales tax due from the Customer; and makes the appropriate deductions from the Consultant’s inventory for accurate inventory management.

## **6.7 - Sales Receipts**

All Consultants who sell merchandise from their inventory must provide their Customers with a copy of an official Solely Jane sales receipt at the time of the sale, whether hard copy and/or electronic. These receipts set forth the Customer satisfaction guarantee as well as any consumer protection rights afforded by federal or state/provincial law. Consultants must

Solely Jane Policies and Procedures – 02122020  
maintain all retail sales receipts for a period of two years and furnish them to Solely Jane at the Company’s request.

## **6.8 - Repackaging and Relabeling Prohibited**

Solely Jane Products may only be sold in their original packaging unless a Product or supply item is specifically designated otherwise by Solely Jane. Consultants may not repackage,

relabel, or alter the labels on Solely Jane Products. Consultants may affix a personalized sticker with their personal/contact information to each Product container, as long as they do so without removing existing labels or covering any text, graphics, or other material on the Product label.

For information about Free Samples - see Policy 5.8.1.

## **6.9 - Refund Policy**

Solely Jane offers a 30-calendar day satisfaction guarantee policy to all Customers and Consultants. Product must be returned to Solely Jane in undamaged and unused condition, in its original packaging within 30 calendar days from the date on which the Product is delivered. Shipping charges will not be refunded. If a Consultant returns Product totaling 500PV or more for a refund in any 12 consecutive month period without prior written permission of Solely Jane, the request will constitute the Consultant's voluntary Cancellation of his or her Agreement, and the refund(s) will be considered as an inventory repurchase pursuant to Policy 6.9.4. Product received by Customers or Consultants in damaged condition will be replaced by Solely Jane within 30 calendar days of notification. Solely Jane reserves the right to replace damaged Product immediately or upon return of the damaged Product to the Company.

In addition to the above refund policy, Consultants must verbally disclose to their Customers that they have a legal right to cancel any sale made in person or through direct contact, within 3 business days in the United States (5 business days for Alaska residents) and 10 calendar days in Canada following the date of the transaction to cancel the sale. Consultants must also point out to them the notice of right to cancel terms on their sales receipt or order form. Saturdays, Sundays, and legal holidays are not "business days."

Consultants wishing to return unsold Product, without Cancellation of their Consultant account, must abide by the following guidelines:

- Product must be returned within 30 calendar days of original purchase;
- Product must be in excellent, Resalable condition, in original packaging;
- Product may not be discontinued or retired;
- No refund for the amount of original shipping is available;
- All PV or commissions generated from the original order will be removed and adjusted on the Consultant's account;

- Refund price will be based on the lowest price sold to Consultants during the 30-day window or its current selling price, whichever is lower; and
- Refunds on returned Product will be made after Product is restocked, and will be calculated based on value less restocking fee, commissions, bonuses, or other incentives offered based on the original order.

### **6.9.1 - Return of Damaged or Defective Items**

A Consultant or Customer has the right to return a damaged or defective Product for up to 30 calendar days following original purchase. Damaged or defective Products are not expected to be in original packaging or unused, but must have a clear defect that is clearly a manufacturer or shipping error, not Customer misuse.

### **6.9.2 - Return of Starter Kit and Sales Collateral by Consultants upon Cancellation**

Solely Jane Consultants may obtain a full refund of the refundable value of Starter Kits, sales aids and inventory. The refundable value will be based on the lower of the price sold to the Consultant than its current selling price. Upon Cancellation of the Consultant Agreement, a Consultant may return inventory, Starter Kits or sales aids that he or she personally purchased from Solely Jane (purchases from other Consultants or third parties are not subject to refund) that are in Resalable (see Definition of "**Resalable**" below) condition and which have been purchased within 30 days prior to the date of Cancellation to the following address:

Solely Jane Returns 389  
W 12800 S, Suite 508  
Draper, UT 84020

All inventory, Starter Kit and sales aids return requirements must be in keeping with the return policy requirements outlined above. Inventory and Starter Kits must be returned whole, not partial components only.

Starter Kits will be deemed "Resalable" if each of the following elements is satisfied: (i) they are unopened and unused; (ii) packaging and labeling has not been altered or damaged; (iii) they are in a condition such that it is a commercially reasonable practice within the trade to sell the Product at full price ; and (iv) it is returned to Solely Jane within 30 days of purchase. Any Product that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, shall not be Resalable.

### **6.9.3 - Montana Residents**

A Montana resident may Cancel his or her Agreement within 15 calendar days from the date of Enrollment, and may return his or her Starter Kit for a full refund within such time period.

#### **6.9.4 - Procedures for All Other Returns**

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

- Undamaged, Resalable condition, in original packaging.
- Unless otherwise directed by the Company, Product must be returned to Solely Jane by the Consultant or Customer who purchased it directly from Solely Jane. The address for returns is set forth on the packing slip.
- Proper shipping carton(s) and packing materials are to be used in packaging the Product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to the return address set forth on the packing slip of the Product. Solely Jane does not accept shipping-collect packages. The risk of loss in shipping for returned Product shall be on the Consultant. If returned, Product is not received by the Company's Distribution Center, it is the responsibility of the Consultant to trace the shipment.
- Unless otherwise directed by the Company, if a Consultant is returning Product to Solely Jane that was returned to him or her by a personal Customer, the Product must be received by Solely Jane within 10 calendar days from the date on which the Customer returned the Product to the Consultant, and must be accompanied by the sales receipt the Consultant gave to the Customer at the time of the sale.

No refund or replacement of Product will be made if the conditions of these Policies are not followed.

#### **6.10 - Selling Product/Project Kits**

If a Consultant creates a "kit" or bundle of Products and includes a price for the bundle, the price shown must reflect then-current aggregated MSRP. Additionally, Consultants may not: (i) enlist or knowingly allow a third party to sell Solely Jane Products on any online retail store or ecommerce site or (ii) sell Products to a third party that the Consultant has reason to believe

will sell such Products on any online retail store or ecommerce site. Consultants may obtain then-current Solely Jane Product and accessory images, pricing, and descriptions from the *Media Library* in their Consultant Office. Consultants are permitted to take and post photos of their own purchased Products, Finished Goods, and supply lists, provided they are shot in good taste and the Consultant has the rights to share the images posted.

### **6.11 - Promoting and Selling Workshops/Create & Takes**

Consultants are encouraged to hold events, workshops, and Create & Take activities for Customers and charge a reasonable fee for participating in the event. It is understood that Consultants may incorporate non-Solely Jane products in some of these projects. When a Consultant uses a non-Solely Jane product as part of a workshop or Create & Take, the Consultant may not post in public the specific name, brand, pricing, or venue of purchase for that item. References to such items in a publicly visible forum, including Social Media promotion, should be generic only.

When a kit includes items that are not sold by Solely Jane (such as a third-party surface), the Consultant must identify and disclaim the non-Solely Jane product clearly to Customers in kit promotional material and instructions, so as to ensure no Customer confusion. Any kit marketed as a "Solely Jane" kit/Product must have at least 75% of its total retail value based on Solely Jane Products contained therein. A Consultant may not add a small, low-priced Solely Jane Product to a predominantly non- Solely Jane kit and brand it using their Independent Consultant logo or using the Solely Jane brand and reputation to sell said kit. Selling competitive product alongside the Solely Jane brand is a violation of the Policies.

Attendees of a workshop or Create & Take are considered "private" groups or "closed groups" and the Consultant may share specific information during/at the event with attendees regarding non-Solely Jane products used during the workshop (provided that this is not a "live/recorded broadcast" available to the public). It is expected that during the event, attendees will see and use these non-Solely Jane items and the Consultant may share information regarding the brand and/or availability of these items. The Consultant should take care to ensure Customers have no confusion between Solely Jane Products and non-Solely Jane items, and that the sale of such non-Solely Jane items is limited to the item included in the workshop. A Consultant may never sell competitive "raw goods" items to Customers outside of a specific project/workshop.

Consultants may determine the appropriate pricing for these instructional creative events, as well as publicly post pricing for the event registration on External Websites, Social Media, or stores of fixed location. Sales tax is to be calculated based on the price charged to attendees of workshops/events/Create & Takes.

### **6.11.1 - Workshops Held in a Fixed Retail Outlet**

Consultants may hold organized workshops at a retail outlet, provided that: (i) such workshops are by invitation only, not open to the general public and not advertised in the retail outlet, (ii) such workshops are held at a pre-designated time, (iii) the Consultant limits selling Solely Jane Products to the attendees of such workshop only. Products sold may be those used as supplies in the creation of the workshop project as well as Products from the Consultant's inventory that may reasonably be expected to be desired by the Customers registered for the event. In no way may the Consultant reserve a space in a retail outlet solely for the purpose of selling/delivering Product to Customers; sales may only be done in conjunction with a workshop event to pre-registered guests only.

### **6.11.2 - Pop-Up Shop Locations**

Under no circumstances may a Consultant hold a Pop-Up Shop (temporary selling event) in a fixed retail outlet or any other fixed location where sales transact (including restaurants, bars, etc.). Workshops/Create & Takes are by invitation only, pre-paid, and not visible to the public, nor do they focus on selling Product. Pop-Up Shops are sales events, free to attendees, and thus may not be hosted in fixed retail/restaurant settings where the general public may walk in. Pop-Up Shops are only to be held in closed group environments, such as homes, community center rooms, churches, etc., where invited guests intentionally come for the purpose of attending the sales event.

### **6.12 - Promoting and Selling Finished Goods**

Consultants are permitted to sell projects created with Solely Jane Products (incorporating other items as deemed fit by the Consultant) ("**Finished Goods**"). Consultants may determine and publicly post the pricing for Finished Goods on External Websites, Social Media, and stores of fixed location. (Note: Solely Jane Products may NOT be posted publicly for sale on External Websites, Social Media, or stores of fixed location—if pricing is shared publicly, it must be the then-current MSRP for that Product.)

The Consultant may designate Product used in the creation of Finished Goods as "Personal Use" at order, whereupon the Consultant will pay sales tax based on the Consultant Price for the order. The Consultant must use their own processes/systems for selling the Finished Good and collecting/remitting any due tax from the Customer. The Consultant accepts all responsibility for the correct calculation and remitting of sales tax on the sale of the Finished Good. Finished Goods should not be marketed or promoted under the Solely Jane brand nor

using the Solely Jane reputation, as the Finished Good is the product the Consultant is selling— not Solely Jane Product.

#### **6.12.1 - Online Marketplaces for Product**

Notwithstanding anything to the contrary herein, Consultants may not use online classifieds or auctions (including, but not limited to, Craigslist, Amazon marketplace, Etsy, Facebook, Instagram, Ebay or other Social Media) to list Solely Jane Products or prices or sell or retail specific Solely Jane Products or Product bundles without regard to whether these are current or retired Company Products. This policy indefinitely survives termination of the Consultant.

In addition, Consultants are prohibited from holding public live auctions of Solely Jane Products. This includes but is not limited to posting photos of items for sale, holding live video auctions/sales of Products, on any website, Social Media service, etc. Sales of Products “to the first responder” or similar online sales events that are publicly visible are strictly prohibited by these Policies.

#### **6.12.2 - Online Marketplaces for Finished Goods**

Consultants are permitted to use third-party and External or Personal Websites in the sale of Finished Goods made using Solely Jane Products. These sites should clearly disclaim that the Finished Goods are created using Solely Jane Products but are not the Products themselves. Sites and shops selling Finished Goods should not use the Independent Consultant logo nor use the Solely Jane brand to sell the Finished Goods. The Consultant may set pricing for Finished Goods and promote the same publicly.

### **SECTION 7: ENROLLING AND TEAM LEADERSHIP**

#### **7.1 - Consultant-Created Recruiting Methods and Tools**

Consultants must adhere to the terms of the Solely Jane Commission Plan as set forth in official Solely Jane literature. Consultants will not offer the Solely Jane opportunity through, or in combination with, any other non-Solely Jane system, program, sales tools, or method of marketing. Consultants will not require or encourage other current or prospective Consultants to execute any Agreement or contract other than official Solely Jane Agreements and contracts in order to become a Consultant. Similarly, Consultants will not require nor encourage other

current or prospective Consultants to make any purchase from, or payment to, any individual or other entity to participate in the Solely Jane Commission Plan other than those purchases or payments identified as recommended or required by Solely Jane. Consultants may not offer incentives, payments, gifts, or other offers to prospective Team members simply for Enrollment as a new Consultant.

## **7.2 - Enrolling Online**

When Enrolling a new Consultant through the online Enrollment process, the Advisor may assist the new applicant in filling out the Enrollment materials. However, the applicant must personally review and agree to the Agreement, the Policies, and the Solely Jane Commission Plan. The Advisor may not fill out the online Agreement on behalf of the applicant and agree to these materials on behalf of the applicant. THE SUBMISSION OF AN ONLINE APPLICATION, WHETHER BY THE NEW APPLICANT, THE ADVISOR, OR ANYONE ACTING UNDER THE DIRECTION OF EITHER OF THEM, CONSTITUTES ACCEPTANCE OF AND BINDING AGREEMENT BY THE NEW APPLICANT TO ALL TERMS AND OBLIGATIONS OF THE AGREEMENT. Payment for Starter Kit and other materials may only be made by the applicant using a credit card in his/her name.

## **7.3 - Providing Documentation to Applicants**

Consultants must provide the most current version of the Policies and the Commission Plan to individuals whom they are Enrolling to become Consultants before the applicant signs an Agreement, or ensure that they have online access to these materials.

## **7.4 - Passive Stacking Prohibited**

Passive Stacking is the practice of intentionally placing or manipulating Team Enrollments for the purpose of Rank/title advancement, incentive or recognition, or compensation bonus or commission payment. This may be considered another form of Bonus Buying when a Passively Stacked Consultant places orders that generate Rank advancement or Team Volume qualifications, and will be subject to the same disciplinary action(s). New Team members are required to select their original Sponsor of their own free will and choice. A Consultant may not choose for, force, or require a new Team member to Enroll under someone of that Consultant's choosing. Any activity resulting from such a placement may be considered fraudulent and be reassigned.

## **7.5 - Ongoing Training**

Any Consultant who Enrolls another Consultant into Solely Jane must perform a bona fide assistance and training function to ensure that his or her Team is properly operating his or her Solely Jane Consultantship. Consultants must have ongoing, regular and productive contact and communication with the Consultants in their Teams. Examples of such contact and communication may include, but are not limited to, the following: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Team Consultants to Solely Jane meetings, training sessions, and other functions. Advisors are also responsible to motivate and train new Consultants in Solely Jane Product knowledge, effective sales techniques, the Solely Jane Commission Plan, and compliance with the Policies. When Solely Jane determines that a Consultant is not training or providing support for their Enrolled Consultants, Solely Jane reserves the right to revoke the Sponsorship and may compress or reassign Consultants accordingly, at Solely Jane's sole discretion. Communication with and the training of downline Consultants must not, however, violate these Policies, most notably, the requirements regarding the development of Consultant- produced Recruiting Methods and Tools and Advertising materials.

Consultants should monitor the Consultants in their Team to guard against improper Product, income, or business claims and illegal or inappropriate conduct.

## **7.6 - Expected Team Communications**

Leaders are expected to communicate with, support and train their "Team," meaning downline Levels 1, 2, and 3, particularly those Team members without support or leadership from their immediate Advisor. Priority of communication should be made to a Consultant's first Level. Any Consultant must refrain from communicating with, including in groups, or sharing Team newsletters or email with those who unsubscribe, opt-out, or those on second or third Level who prefer communication/support from their immediate Advisor only. In every instance, an Advisor will endeavor to provide support but not contradict, complain about, detract, or pull Team members away from a leader closer to them in Level.

Enterprise-Level communications (those extending below a leader's third Level) should occur only with the consent of the Enterprise Team member as well as those Team members' "Team" leaders. Communicating with Team members below the third Level can create a barrage of duplicated or unwanted communication that may create confusion or dissension in Teams; communicate as leaders to determine how best to support those in large Enterprises.

## **7.7 - Consultant Team Assignment Program and Passive Stacking**

Solely Jane recognizes that from time to time a leader may have interest from prospective Team members but feel unable to add more Team members to his/her first line. First line leadership includes responsibility to train, support, and communicate with Team Consultants and some leaders may feel their responsibilities are already requiring their maximum effort, despite receiving additional interest or direct requests to join their Team.

For this purpose, the Company has created the Consultant Team Assignment program ("**Assignment Program**"), which allows a leader to place a new Team member elsewhere in their Team or Enterprise solely for the purpose of providing that new Team member the best possible avenue for support and success with a more accessible leader.

To be eligible for the Assignment Program, the leader must Enroll the new Consultant as a Personally Sponsored Consultant on the Leader's first Level and contact Consultant Services within 2 business days of the Enrollment notifying them of the intent to move the Consultant per the Assignment Program. They may request of Compliance the individual Consultant within their first, second, or third Level the new Consultant should be assigned to, and both the new Consultant and the receiving Advisor must acknowledge consent. The new Advisor will not receive Personally Sponsored benefits from the assignment. To be eligible to request a first-level Team member be reassigned, the requestor must be a Couturier in Rank or higher, with a minimum of 10 Personally Sponsored first-Level Team members. No new Advisor may receive more than one first-Level Team member per quarter via this program, and no leader may assign more than five new Consultants per quarter using the Assignment Program. To be eligible to receive an assigned Team member, the new leader must hold a title of Master Mentor or higher with a minimum of seven Personally Sponsored first-Level Team members.

No Consultant should promote Recruiting or "Join My Team" messages if he or she is already too busy, unable, or not interested in supporting additional first-line Team members with appropriate leadership, communication, and training. To promote Recruiting using a Consultant's brand and fan/Customer following for the purpose of assigning interested parties to Team members/Enterprise members is considered "Passive Stacking." Any new Consultants who Enroll as a result of Passive Stacking may be re-assigned, and/or the commissions and title advancements created by Passive Stacking may be nullified, and/or Consultants engaging in Passive Stacking unless using a program to be determined by Solely Jane may be terminated.

## **7.8 - No Intent to Manipulate Orders**

Any Consultant who manipulates orders of a downline Team member or Customer for the purpose of Rank advancement, incentive qualification/points, recognition, or commissions increases is considered in violation of the Policies, having breached the Agreement and is

subject to immediate Cancellation as a Consultant. Orders may be construed as “manipulated” and subject to further audit or removal by compliance when they appear to deviate from natural performance. Orders may be considered manipulated with or without the knowledge or involvement of the downline Team member being used; that Team member may not necessarily be the direct “beneficiary” of said order manipulation. The reverse is also true: a downline Team member may manipulate orders without the knowledge of the upline Advisor. Even without intent on the part of the upline Advisor, manipulated orders will be removed from calculations and the upline may lose title or commission benefit.

## **7.9 - Change of Advisor**

The transfer of a Solely Jane Consultanship from one Advisor to another is rarely permitted. Requests for change of Advisor must be submitted in writing to the Solely Jane Compliance Department, and must include the reason for the transfer request. Transfers will only be considered in the sole discretion of Solely Jane.

### **7.9.1 - Misplacement**

In cases in which the new Consultant is Sponsored by someone other than the individual he or she was led to believe would be his or her Advisor, a Consultant may request that he or she be transferred to another Advisor. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within 45 calendar days from the date of Enrollment. The Consultant requesting the change has the burden of proving that he or she was placed beneath the wrong Advisor. It is up to Solely Jane’s sole discretion whether the requested change will be implemented. Whether any additional Consultants in the Advisor’s Team will also be moved shall be up to the sole discretion of the Company and will be evaluated on a case-by- case basis. In the event that a Consultant has “placed” a new Team member without that Team member’s knowledge and/or consent and/or desire, or outside of the appropriate Consultant Team Assignment program, it may be considered Passive Stacking, which is a violation of Policy 7.4. **ADVISORS WAIVE ALL CLAIMS AGAINST SOLELY JANE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS REGARDING THE COMPANY’S DECISION WHETHER TO ALLOW A CONSULTANT TO CHANGE ADVISORS, AND SOLELY JANE’S DECISION WHETHER TO ALLOW AN ADVISOR’S TEAM TO BE MOVED.**

## **7.10 - Cancellation and Re-Application/Change of Advisor**

A Consultant may legitimately change Teams by voluntarily Cancelling his or her Solely Jane Consultanship (which is accomplished by emailing the Solely Jane Compliance Department at

compliance@SolelyJane.com) and remaining inactive (*i.e.*, no purchases of Solely Jane Products for resale, no sales of Solely Jane Products, no Sponsoring, no attendance at any Solely Jane functions, no participation in any other form of Consultant activity, no operation of any other Solely Jane Consultantship, and no income from the Solely Jane Consultantship) for 6 full calendar months. Following the 6-month period of inactivity, the former Consultant may re-apply under a new Advisor. However, the former Consultant's Team will remain in their original Team line and the former Consultant's Title and any former title achievements will be reset.

If a Consultant wishes no change of Advisor following an exit from the company, they may reapply after a 3-month wait.

#### **7.10.1 - Waiver of Claims Regarding Change of Advisor**

In cases wherein the appropriate Advisor change procedures have not been followed, and an Advisor develops a Team under a second Advisor without following the proper Advisor change procedures, Solely Jane reserves the sole and exclusive right to determine the final disposition of the Team. Resolving conflicts over the proper placement of a Team that has developed under an organization that has improperly switched Advisors is often extremely difficult. Therefore, **CONSULTANTS WAIVE ANY AND ALL CLAIMS AGAINST SOLELY JANE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM SOLELY JANE'S DECISION REGARDING THE DISPOSITION OF ANY TEAM THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF ADVISOR.**

#### **7.10.2 - No Advisor**

With respect to any Consultant who has no Advisor or whose Advisor is the Company (*i.e.*, a Consultant who is on a Level directly below the Company), such Consultant agrees that the Company, in its sole discretion, has the right at any time to transfer such Consultant and such Consultant's Team to a position beneath an Advisor selected by the Company.

Consultants whose Advisor is the Company may contact the Compliance department to see if they are eligible to be assigned an Advisor. Eligibility for assignment is based on title and activity, both for leaders and those wishing assignment.

#### **7.11 - Targeting Other Direct Sellers**

Solely Jane does not condone Consultants specifically or consciously targeting the sales force of another direct sales company to sell Solely Jane Products or to become Consultants for Solely Jane, nor does Solely Jane condone Consultants' solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Consultants engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Consultant alleging that he or she engaged in inappropriate Recruiting activity of its sales force or Customers, Solely Jane will not pay any of Consultant's defense costs or legal fees, nor will Solely Jane indemnify the Consultant for any judgment, award, or settlement.

## **SECTION 8: SUPPORTING THE SOLELY JANE COMMUNITY**

### **8.1 - Respecting Privacy**

Consultants must always respect the privacy of others in postings online, as well as in all communications and offline interactions. Consultants must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Consultants may not list the names of other individuals or entities on their postings or in communications unless they have the written permission of the individual or entity that is the subject of their posting.

### **8.2 - Professionalism**

Consultants must ensure that Social Media, and/or other postings are truthful and accurate. This requires that a Consultant fact-check all material they post online, share in email or in-person communications, etc. This includes accuracy in depicting Solely Jane Products, pricing, Commission Plan and community.

Consultants should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

Consultants must also ensure that their written, verbal, and other interactions with Consultants, Consultant Services, customers, and the general public are positive and professional and represent the Solely Jane brand in a favorable light.

### **8.3 - Prohibited**

## **Postings**

Consultants may not make any postings, or link to any postings or other material that (in the sole discretion of Company is):

- Sexually explicit, obscene, or pornographic;
- Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- Graphically violent, including any violent video game images;
- Solicitous of any unlawful behavior;
- Engaging in personal attacks on any individual, Team, or entity;
- In violation of any intellectual property rights of the Company or any third party; or
- In violation of any of the Policies.

## **8.4 - Responding to Negative Online Posts**

Consultants may not engage or otherwise respond with one who places a negative post against them, other Consultants, or Solely Jane. Consultants should report negative posts to the Company at [compliance@SolelyJane.com](mailto:compliance@SolelyJane.com), immediately. Responding to such negative posts often simply fuels a potentially harmful discussion with someone carrying a grudge who does not hold themselves to the same high standards as Solely Jane, and therefore damages the reputation and goodwill of Solely Jane.

## **8.5 - Negative Comments**

Solely Jane wants to provide its Consultants with the best Products, Commission Plan, and service in the industry. Accordingly, we value constructive criticisms and comments. All such comments should be submitted in writing to the Compliance Department ([compliance@SolelyJane.com](mailto:compliance@SolelyJane.com)). To best serve the Consultants, we must hear from them. While Solely Jane welcomes constructive input, negative comments and remarks made in the field by Consultants regarding the Company, its Products, or its Commission Plan serve no purpose other than to sour the enthusiasm of other Consultants and the public. For this

reason, and to set the proper example for their Teams, Consultants must not disparage, demean, or make negative remarks, including berating Solely Jane, other Solely Jane Consultants, Solely Jane's Products, marketing materials, Commission Plan, or Solely Jane's directors, officers, or employees. Complaints and concerns about Solely Jane and/or its Products should be directed to the Compliance Department. Disputes or disagreements between any Consultant and Solely Jane shall be resolved through the dispute resolution process set forth in the Agreement, and the Company and Consultants agree specifically not to demean, discredit, disparage, or criticize one another on the internet or any other public forum.

This provision will survive the termination of the Agreement.

### **8.6 - Income Claims/Non-Disclosure of Compensation**

A Consultant, when presenting or discussing the Solely Jane Commission Plan to a prospective Consultant, may not make income projections, income claims, or disclose his or her Solely Jane income (including, but not limited to, the showing of cash, checks, copies of checks, bank statements, or tax records). This includes both direct references to income and indirect references via purchases, lifestyle potential, etc. If a Consultant has any questions regarding what can or cannot be said regarding compensation, please refer to Official Solely Jane Materials, or reach out to the Compliance Department ([compliance@SolelyJane.com](mailto:compliance@SolelyJane.com)). Any Consultant who violates the Policies with respect to income claims is subject to immediate termination, and Consultant's compliance with this Policy is a material inducement to Solely Jane's willingness to enter into the Agreement with Consultant in the first instance.

### **8.7 - Indemnification**

A Consultant is fully responsible for all of his or her Social Media posts/images and verbal and written statements made regarding Solely Jane Products, services, and the Commission Plan that are not expressly contained in Official Solely Jane Materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Consultants agree to indemnify Solely Jane and Solely Jane's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Solely Jane as a result of the Consultant's unauthorized representations or actions. This provision will survive the termination of the Agreement.

## **8.8 - Governmental Approval or Endorsement**

In the United States, neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Consultants agree to not represent or imply that Solely Jane or its Commission Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

## **8.9 - Rank Limitations**

Notwithstanding anything to the contrary in the Agreement, a Consultant cannot achieve the Title of "Master Couturier," in the Commission Plan (or receive any of the benefits associated with the "Master Couturier" Rank) so long as such Consultant is, directly or indirectly, engaging in any other Network Marketing Activities.

## **8.10 - Outside Businesses**

Solely Jane recognizes that Consultants may have additional jobs or business interests, including those in direct selling/network marketing outside of their Solely Jane Consultantship. These are permitted, so long as these outside businesses and activities comply with the following:

- No outside business may use the good name of Solely Jane to promote or sell non-Solely Jane products.
- Solely Jane Products may never be sold with or represented with non-Solely Jane products, whether they are competitive, complementary, or distinct (examples of competitive may be other brands of paste or ink; complementary may include surfaces not sold by Solely Jane—with the exception being items used in Finished Goods or a Workshop; distinct could be cosmetics, nutritionals, accessories, etc.).
- A Consultant may not "partner" with representative of another company or multiple companies to host or brand an event using the Solely Jane name in promotional material that then sells other brands of products.
- No Consultant may design, manufacture, or resell their own line of goods that are considered complementary or competitive to Solely Jane, particularly to other Consultants.
- No Consultant may act as a business coach, paid trainer, or other consultant for profit to any other Consultant or Team of Solely Jane.
- Consultants with outside business interests must always create distinct and unique

websites, Social Media properties, and events for these brands and not commingle Solely Jane with any of the same.

- No third-party business may be used to solicit Customers or Recruit Consultants for participation in Solely Jane. This includes third-party promotion by media, event organizers, etc.
- All outside business activity must comply with all other policies set forth in this document.

## **8.11 - Conflicts of interest**

### **8.11.1 - Non-Solicitation**

Consultants are free to participate, directly or indirectly, in non-Solely Jane network marketing, direct sales or multilevel business ventures or marketing opportunities (“Network Marketing Activities”); provided, however, that such Network Marketing Activities are not directly competitive or in conflict with Solely Jane and its Products. A list of any such Network Marketing Activities and their related companies will be provided to Consultants in the event that the Company considers them to be problematic. Notwithstanding the foregoing, Consultants may not directly or indirectly Recruit (as further defined below) other Consultants or Customers for any Network Marketing Activities or other product sales related opportunities, including those related to paid training, business-building groups, etc., inside of or outside of network marketing. Consultants are prohibited from posting on their Solely Jane Social Media pages, blogs or websites about other Network Marketing Activities.

Following the Cancellation of a Consultant’s Agreement, and for a period of 12 calendar months thereafter, regardless of the reason for Cancellation, a former Consultant may not Recruit any Consultant or Customer for any Network Marketing Activities. Notwithstanding this prohibition, it is permissible for a Consultant to Recruit other Consultants or Customers for Network Marketing Activities during this 12-month period if the Consultant being Recruited is either” (i) an immediate family member of the Recruiting Consultant; or (ii) an individual whom the Recruiting Consultant knew and with whom he or she had a relationship prior to their mutual involvement with the Company, and not someone with whom the Recruiting Consultant became acquainted by virtue of their mutual involvement as Consultants for the Company. In any dispute or action involving the invocation of this exception, the burden will be on the Consultant asserting the exception to prove such prior relationship or that the Recruited Consultant otherwise falls within the scope of this exception.

Consultants acknowledge and agree that because Network Marketing Activities are conducted worldwide, often through networks of independent sales representatives dispersed

across the world, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Consultants agree that this non-solicitation provision applies in all countries in which Solely Jane conducts business. Consultants agree that the geographic scope applicable to this provision is reasonable and further waives any claim or defense that the non-solicitation provision is void or voidable based on the breadth of its geographic scope.

The term “Recruit” means the actual or attempted solicitation, Enrollment, encouragement, or effort to influence in any other way, either directly, indirectly (including, but not limited to, the use of a website), or through a third party, another Consultant or Customer to Enroll or participate in a Network Marketing Activity. This conduct constitutes Recruiting even if the Consultant’s actions are in response to an inquiry or contact made by another Consultant or Customer.

Each Consultant acknowledges and agrees that if he or she violates the terms of this non-solicitation provision, Solely Jane will be irreparably harmed, and calculation of the full extent of Solely Jane’s damages will be difficult. Consultant therefore acknowledges and agrees that for each violation of this non-solicitation provision, Solely Jane shall be entitled to immediate temporary, preliminary, and permanent injunctive relief and liquidated damages from such Consultant in the amount of \$2,500.00 USD for each occurrence. The Consultant agrees that such amount is not intended to be a penalty—rather, it is a fair and good faith estimation of damages attributable to such a breach of these Policies by Consultant. Each individual or entity Recruited will constitute a separate occurrence, and separate instances of Recruiting the same individual or entity shall also constitute separate occurrences, with separate liquidated damages amounts.

The provisions of this Policy 8.11.1 will survive termination of the Agreement.

### **8.11.2 - Consultant Participation in Other Network Marketing Programs**

If a Consultant is engaged in other non-Solely Jane business or Network Marketing Activities, it is the responsibility of the Consultant to ensure that his or her Solely Jane Consultantship is operated entirely separate and apart from all other businesses and/or Network Marketing Activities. To this end, in addition to the non-solicitation restrictions contained in Policy 8.11.1, the Consultant agrees to NOT do any of the following:

- sell, or attempt to sell, any non-Solely Jane programs, products, or services relating to any Network Marketing Activity to Solely Jane Customers or Consultants;

- display Solely Jane promotional material, sales aids, Products, or services with or in the same location as, any non-Solely Jane promotional material or sales aids, products or services;
- offer the Solely Jane opportunity, Products, or services to prospective or existing Customers or Consultants in conjunction with any non-Solely Jane program, opportunity, or product; OR
- offer any non-Solely Jane opportunity, products, or services at any Solely Jane-related meeting, seminar, convention, webinar, teleconference, or other function.

### **8.11.3 - Competing Products**

Notwithstanding anything to the contrary contained in the Agreement, during the term of the Agreement, a Consultant may not, directly or indirectly, sell, represent or promote (either as an owner, employee, independent contractor, consultant, recruiter, or in any other manner) any home decor or crafting supply products that (in the opinion of Solely Jane) directly compete or detract from Solely Jane Products. Each Consultant agrees that any such act, or steps in furtherance of such acts, by any Consultant would cause harm to Solely Jane's business and would be contrary to the intent of the Agreement. Solely Jane intends to restrict Consultants under this Section only to the extent necessary for the protection of Solely Jane's legitimate business interests. Each Consultant agrees that the scope, duration, and geographic provisions are reasonable. In the event a court of competent jurisdiction determines that any provision of this Agreement is too restrictive, such provision(s) shall nevertheless be valid and enforceable to the fullest extent permitted by such court, and such provision(s) shall be reformed to the maximum scope, time, or geographic limitations determined appropriate by such court.

## **SECTION 9: DISCIPLINARY PROCEDURES**

### **9.1 - Disciplinary Sanctions**

Violation of the Agreement, these Policies, violation of any common law duty, including, but not limited to, any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a Consultant that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Consultant's Solely Jane Consultantship), may result, at Solely Jane's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Consultant to take immediate corrective measures, including but not limited to personally refunding Customers who may have been harmed by the Consultant's conduct;
- Triggering of the liquidated damages provision referred to in these Policies, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Solely Jane may withhold from a Consultant all or part of the Consultant's bonuses and commissions during the period that Solely Jane is investigating any conduct allegedly in violation of the Agreement. Any commissions or bonuses deemed to have been earned through policy-violating activity will be cancelled and not paid, even if the Consultant is returned to Active status. If a Consultant's Consultantship is Cancelled for disciplinary reasons, the Consultant will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Agreement for one or more pay periods (note that during Suspension, a Consultant may not continue to promote any component of their Solely Jane business, may not Recruit new Team members, may not place orders either on their Solely Jane Site or Solely Jane Shop;
- Involuntary termination of the offender's Agreement;
- Suspension and/or termination of the offending Consultant's Solely Jane website or website access;
- Any other measure expressly allowed within any provision of the Agreement or which Solely Jane deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Consultant's policy violation or contractual breach; OR
- In situations deemed appropriate by Solely Jane, the Company may institute legal proceedings for monetary and/or equitable relief.

In the event of a suspension of an Agreement by the Company, the Consultant will have no right or claim to any bonus or commission payments withheld by the Company during the period of suspension or the period during which the questionable/policy-violating activity occurred. The Company is entitled to maintain the suspension period for as long as necessary to fully investigate the facts and events relating to the suspension and to consider the Company's response. In the event that the Company determines after such investigation that,

in its sole discretion, the grounds for suspension were wholly without merit and unsupported by any evidence, the Company may choose to pay the Consultant any bonus or commission payments withheld by the Company during the period of suspension. In every other circumstance, including but not limited to Cancellation of the Consultant's Agreement or reinstatement despite a finding that the suspension was warranted or supported by some evidence, the Consultant will not receive or have any claim to bonus or commission payments withheld by the Company during the period of suspension/during the period of policy-violating activity.

## **9.2 - Grievances and Complaints**

When a Consultant has a grievance or complaint with another Consultant regarding any practice or conduct in relationship to their respective Solely Jane Consultanship, the complaining Consultant should first report the problem to his or her Advisor, who should review the matter and try to resolve it with the other party's Advisor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Compliance Department at the Company. The Compliance Department will review the facts and attempt to resolve it.

## **9.3 - Arbitration and Other Dispute Resolution**

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, including claims at law or equity, contract-based, tort-based, and/or otherwise, shall be settled through confidential arbitration. CONSULTANT HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY OR ANY COURT EXCEPT AS EXPRESSLY PROVIDED HEREIN. The arbitration will be filed with, and administered by, the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA's website at [www.adr.org](http://www.adr.org). Copies of the AAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to Consultants upon request to Solely Jane's Customer Service Department. Notwithstanding the rules of the AAA, unless otherwise stipulated by Solely Jane and Consultant, the following will apply to all Arbitration actions:

- The Federal Rules of Evidence and Federal Rules of Civil Procedure will apply in all cases;
- The arbitration hearing will commence no later than 365 calendar days from the date on which the arbitrator is appointed, and shall last no more than 5 business days;
- The Consultant and Company will be allotted equal time to present their respective cases;

- The arbitration will be brought on an individual basis by each Consultant and not as part of a class or consolidated action. If the Company initiates arbitration, it may join multiple Consultants or other parties in such proceeding.

**All arbitration proceedings will be held solely and exclusively in Salt Lake City, Utah. There will be one arbitrator selected from the panel that the AAA provides. If the Consultant and Company cannot agree on a mutually agreeable arbitrator within 10 business days of the date the panel list is provided to them, Consultant and Company will Rank the panel arbitrators, beginning with 1 for most preferable, within 5 business days thereafter and exchange Rankings with the other party to the arbitration. The arbitrator receiving the lowest collective Rank will be appointed as the arbitrator. In the event of a tie, the tying arbitrator selected by the Company will be appointed. Each party to the arbitration will be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator will be final and binding on the parties to the arbitration and may, if necessary, be reduced to a judgment in any court having jurisdiction to enter such judgment. This Agreement to arbitrate will survive the Cancellation or termination of the Agreement. Unless otherwise stipulated by all parties thereto, the Consultant and the Company and the arbitrator will maintain the confidentiality of the arbitration proceedings and will not disclose to third parties:**

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award; and
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

**Notwithstanding the foregoing, nothing in the Agreement will prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary restraining order, preliminary or permanent injunction, or other equitable relief available to safeguard and protect the Company's interests and rights prior to, during, or following the filing of any arbitration proceeding.**

**This arbitration provision and all obligations set forth herein will not apply to claims asserted by the Company against any individual or entity, including Consultants, for violation of Policy 8.11 (Conflicts of Interest), including but not limited to Policy 8.11.1 (Non-solicitation) and Policy 4.4 (Confidential Information). All such claims will be brought and adjudicated in the federal or state courts residing in Salt Lake County, State of Utah, U.S.A., to the exclusion of all other venues and fora. The Consultant and Company consent to mandatory and exclusive jurisdiction and venue before such courts for all non- arbitrable claims between them.**

**This Policy 9.3 and the following Policy 9.4 will inure to the benefit of the Company and all of its parents, subsidiaries, affiliates, officers, directors, members, managers, agents, employees, attorneys, successors, and assigns, any of whom will be entitled to invoke or seek enforcement of those Sections, and will cover all claims asserted against any of them that arise out of or relate to the Agreement.**

#### **9.4 - Governing Law, Jurisdiction, and Venue**

Mandatory and exclusive jurisdiction and venue of any claim, dispute, matter, controversy, or action involving the Company and Consultant that is not subject to arbitration will be in the federal and state courts residing in Salt Lake County, State of Utah, U.S.A., to the exclusion of all other venues and fora. Consultants hereby waive any objection in such actions based on venue or forum non conveniens. The Federal Arbitration Act shall govern all matters relating to arbitration. In the United States, the law of the State of Utah shall govern all other matters relating to or arising from the Agreement or the breach thereof, including claims at law or equity, contract-based, tort-based, and/or otherwise, and including substantive claims or defenses asserted within any arbitration proceeding, without regard to principles of conflicts of laws.

##### **9.4.1 - Louisiana Residents**

Notwithstanding the foregoing and the arbitration provision in Section 9.3, residents of the State of Louisiana will be entitled to bring an action against Solely Jane in their home forum and pursuant to Louisiana law.

## **SECTION 10: INACTIVITY, CANCELLATION, AND EXIT**

### **10.1 - Effect of**

## Cancellation

So long as a Consultant remains Active and complies with the terms of the Agreement, including the Policies, Solely Jane will pay commissions to such Consultant in accordance with the Commission Plan. A Consultant's bonuses and commissions constitute the entire consideration for the Consultant's efforts in generating sales and all activities related to generating sales (including building a Team). Following a Consultant's non-renewal of his or her Agreement, Cancellation for inactivity, or voluntary or involuntary Cancellation of his or her Agreement (all of these methods are collectively referred to as "Cancellation"), the former Consultant will have no right, title, claim, or interest to the marketing organization which he or she operated, or any commission, bonus, or Product credits from the sales generated by the Team. **A Consultant whose Consultantship is Cancelled will lose all rights as a Consultant. This includes the right to sell Solely Jane Products (including those in on-hand inventory) and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Consultant's former Team. In the event of Cancellation, Consultants agree to waive all rights they may have, including, but not limited to, property rights to their former Team and to any bonuses, commissions, or other remuneration derived from the sales and other activities of his or her former Team.**

Following a Consultant's Cancellation of his or her Agreement, the former Consultant agrees to not represent himself or herself as a Consultant and will not have the right to sell Solely Jane Products or services. A Cancelled Consultant is permitted to personally use (including creating Finished Goods) on- hand inventory, to gift it to individuals who have no intent to redistribute or sell, or donate to a charity. A Consultant whose Consultantship is Cancelled will receive commissions and bonuses only for the last full pay period he or she was Active (as defined herein) prior to Cancellation (less any amounts withheld during an investigation preceding an involuntary Cancellation).

When an Agreement is Cancelled, unless pursuant to Section 10.2 below, the Consultant's downline organization is permanently moved to the Consultant's then- current Advisor after the then-current month's commission has been processed.

Consultants who wish to re-Enroll may do so 3 months after the Cancellation of their Consultantship, provided that they purchase a new Starter Kit, come current on any sales tax reimbursements owed, and agree to sign up under their original Advisor (if that Advisor is no longer a Consultant with the Company, the Consultant will be placed in the appropriate rollup position.)

Consultants who wish to re-Enroll under a new Advisor may do so 6 months after the Cancellation of their original Consultantship, provided that they purchase a new Starter Kit and come current on any sales tax reimbursements owed. Consultant's original account must be closed for over 6 months in order for them to qualify as a Personally Sponsored Consultant for their new Advisor, and no re-Enrollee may ever generate incentive trip program points for their Advisor or upline Team.

All re-Enrolling Consultants will be allowed to participate in the Consultant Debut program again no matter how long their account has been closed. However, re-Enrolling Consultants will not generate incentive points for their Advisor for Enrolling—there is a once-per-lifetime maximum on Recruiting points for any incentive trip or recognition program per Consultant.

### **10.1.1 - Timing of Cancellation**

Consultants may not control a specific date when Cancellation is effective. Consultants wishing to resign should submit a dated letter with their intent, but that date is not synonymous with the date of Cancellation, only the request to do so. Solely Jane, in its sole discretion, will close the account after any outstanding compliance, payments, complaints, tax, or commission issues are fully resolved. Solely Jane makes every effort to resolve these within 30 calendar days of Consultant's dated letter of intent to resign, but individual circumstances vary. No compression of downline Team members may occur until the month following effective Cancellation.

### **10.2 - Failure to Meet Personal Volume (PV) Quota**

No minimum PV is required to maintain your status as a consultant.

#### **10.2.1 - Consultant to Customer Program**

When a US Consultant's account moves to former status per Section 10.2, the system will automatically create a Preferred Customer account for the former Consultant. Preferred Customers are subscribed to the standard monthly Club Solely Jane subscription. This subscription will be billed for the first time 30 days after former Consultant moved to Preferred Customer status. The subscription can be cancelled at any time by logging into the Customer account and cancelling the subscription. Automatic enrollment for Club Solely Jane does not occur in this manner for non-US Consultants.

### **10.3 - Involuntary Cancellation**

A Consultant's violation of any of the terms of the Agreement, including any amendments that may be made by Solely Jane in its sole discretion, may result in any of the sanctions listed in Policy 9.1, including the involuntary Cancellation of his or her Agreement. Cancellation will be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Consultant's last known address, email address, or fax number, or to his/her attorney, or when the Consultant receives actual notice of Cancellation, whichever occurs first.

Solely Jane reserves the right to terminate all Agreements upon 30 calendar days written notice in the event that it elects to: (i) cease business operations; (ii) dissolve as a corporate entity; or (iii) terminate distribution of its Products via direct selling.

If an Agreement is involuntarily Cancelled pursuant to this Section, the Consultant position will remain in its current position in the Company organizational network, and its downline organization will remain intact until the Company has recouped all costs and losses, including attorneys fees, associated with the Agreement Cancellation and the events that are connected with or led to the Cancellation. This provision includes all costs, fees, and expenses associated with litigation that may result from or be connected with such Cancellation. Once the Company determines, in its sole discretion, that it has recouped all such costs and losses, the Cancelled Consultant position will be terminated from the

Company's organizational network, and the downline organization shall roll-up to the immediately upline Consultant.

### **10.4 - Voluntary Cancellation**

A participant in the Commission Plan has a right to Cancel at any time, regardless of reason. Cancellation must be either:

- submitted in writing to the Company at its principal business address, which writing must contain the Consultant's signature, printed name, address, and Consultant ID Number; OR
- submitted by email to [compliance@SolelyJane.com](mailto:compliance@SolelyJane.com), which email must (i) be sent from the Consultant's email address that is on file with Solely Jane and (ii) contain the Consultant's name, address, and Consultant ID Number.

In addition to written Cancellation, Consultants who have consented to Electronic Contracting will Cancel their Agreement should they withdraw their consent to contract electronically. See Timing of Cancellation, Policy 10.1.1 for other criteria that may apply to resignation.

### **10.5 - Non-Renewal**

The Company may, for any or no reason, elect not to renew a Consultant's Agreement upon its anniversary date.

### **10.6 - Discontinuance of All Branding and Names Upon Cancellation**

If a Consultant's Agreement is terminated and their Solely Jane Consultanship is Cancelled for any reason, the affected Consultant must immediately discontinue using the Solely Jane name, and all of Solely Jane's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all External Websites that such Consultant utilizes. If Consultant posts on any Social Media site on which Consultant had previously identified himself/herself as a Solely Jane Consultant will conspicuously disclose that he/she is no longer a Solely Jane Independent Consultant.

### **10.7 - Return of All Confidential Information**

Upon the Cancellation of an Agreement, whether voluntary, involuntary, or otherwise, the Consultant must immediately return to the Company all Confidential Information in the possession, custody, or control of the Consultant, regardless of the form thereof, whether in paper, electronic records, email, phone, or physical address books, or any other storage media, and must certify to the Company in writing that this obligation has been fully and completely discharged. This section will survive termination of the Agreement.

### **10.8 - Critical Status Definitions and Eligibility**

In times of urgent need, family crisis, health emergency, or relocation, a Consultant may request "Critical Status" to avoid Cancellation or an exiting event. Critical Status places "hold" on the Consultant's Activity and position, preventing a Team rollup even when the Consultant fails to meet minimum PV requirements. During Critical Status, a Consultant retains the ability to place Product orders and Enroll new Team members, but will forgo any Team

override commissions, bonuses or incentive trip points regardless of whether they are generated by Personal or Team Volume-related activity.

Critical Status must be applied for in writing by sending an email to: [compliance@SolelyJane.com](mailto:compliance@SolelyJane.com), and may be granted for 1 calendar quarter. Upon extenuating circumstances, the Consultant may request an extension for 1 additional calendar quarter (a total of 6 months). Critical status will not be granted more than once per 3-year period.

#### **10.9 - Succession**

Upon the death or incapacitation of a Consultant, his or her Consultantship is considered Cancelled and the account terminated.

### **SECTION 11: DEFINITIONS**

**Advisor** - With respect to any Consultant, the person or entity who is directly above (*i.e.*, immediate upline to) such Consultant in the applicable Team. The Advisor may also be the Consultant's "Sponsor," or individual who Recruited the Consultant. See definition for Sponsor.

**Affiliated Party** - A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

**Agreement** - The contract between the Company and each Consultant that includes the Consultant Agreement, the Solely Jane Policies and Procedures, the Solely Jane Commission Plan, and the Solely Jane Solely Jane Site and Consultant Office Terms of Use, all in their current form and as amended by Solely Jane in its sole discretion. These documents are collectively referred to as the "Agreement."

**Bonus Buying** - The act of buying Product personally, referring or directing the purchase of Products by others whether Team or Enterprise members or Customers, or in any way manipulating Product orders for the purpose of reaching a title or commission payout. Bonus Buying activities may include but are not limited to:

- buying more Product than can reasonably be sold within a month for the purpose of commissions Levels,

- directing Customers to purchase from multiple or Consultants other than themselves, or
- placing orders on behalf of other Consultants or using credit cards other than those within their own Household.

**Business Documents** - A collection of marketing, training, and media assets provided to a Consultant via a website repository. This repository may also be called “Business Documents” or “Media Library.”

**Cancel or Cancellation** - The termination of a Consultant’s business. Cancellation may be voluntary, involuntary, through non-renewal or inactivity, or as otherwise provided herein.

**Solely JanePay** - The program and platform Solely Jane uses to remit compensation earned to Consultants. This is a branded third-party service that is accessible via a Consultant’s Consultant Office and may be set up by the Consultant for transfers to their banking institution and to manage compensation-related activities with Solely Jane.

**Solely Jane Shop** - Consultants replicated website provided by Solely Jane and paid for as part of the monthly Subscription.

**Solely Jane Site** - A Solely Jane-sponsored website that Consultants use to sell and market Solely Jane Products to Customers and to have new Team members Enroll.

**Commission Plan** - The structure and terms that all Consultants must abide by in order to receive financial compensation, advance in Rank, and earn additional incentives. See the Solely Jane Commission Plan for additional detail.

**Customer** - An individual or entity who purchases Solely Jane Products or services from a Consultant, but who is not a Consultant.

**Customer Sales** - Sales to a Customer.

**Consultant Office** - The Solely Jane-sponsored website that Consultants use to manage their Solely Jane activities.

**Consultantship** - The activities and rights to order and sell Product, Recruit and support

Team members, participate in corporate-sponsor events, and other such activities that comprise active status as an Independent Consultant at Solely Jane. Consultantship is granted to Consultants so long as they uphold policies and procedures and other requirements for eligibility of participation, including meeting Commission Plan requirements.

**Consultantship Opportunity** - The opportunity an individual has to participate in the programs and plans offered by Solely Jane by committing to the terms of the Agreement. The opportunity includes the ability to buy product at Consultant Price, receive the benefits of the Consultant Office and monthly fees, attend events, build a Team, and participate in the Company's Commission Plan. Any individual who participates in the Consultantship Opportunity understands that they do so as an independent contractor.

**Enroll (Enrolling, Enrollment)** - To agree to the terms of the Agreement and purchase the requisite Starter Kit. Individuals who enroll become Consultants participating in the Consultantship Opportunity.

**Enterprise** - A Consultant's entire organization, beginning with themselves and radiating down through all Levels, regardless of commissions eligibility.

**Enterprise Volume (EV)** - A Consultant's entire organizations collective Personal Volume, beginning with themselves and radiating down through all Levels, regardless of commissions eligibility.

**External Website** - An online property personally owned or controlled by a Consultant other than the Consultant's Solely Jane Site which has been disclosed to Solely Jane in writing, including but not limited to, a company/personal website, blog, Facebook Business Page or other business pages, flickr page, application for mobile phones and similar devices, YouTube account page, or any social networking site.

**Business Page** - Dedicated pages of Social Media websites designed for organizations and businesses, to broadcast information in an official, public manner to people who choose to connect with them. Similar to profiles (timelines), Business Pages can be enhanced with applications that help the entity communicate and engage with their audiences, and capture new audiences virally through friend recommendations, News Feed stories, etc. Depending on the platform, these may also be referred to as Fan Pages, Groups, etc.

**Finished Goods** - Artwork created by an Independent Consultant using Solely Jane Products. These Finished Goods may be sold by the Consultant at a price of their determination, used as

Team or Customer incentives, for personal use or other means to be determined by the creating Consultant.

**Good Standing** - A Consultant who is current on all Subscriptions and any other potential fees, has no holds to due compliance issues, complaints or other issues and may participate fully in all Consultant programs, and events.

**Household** - Spouses, dependent children, and other individuals living at or doing business at the same address.

**Inventory Order** - An order type open only to Consultants, where a Consultant may purchase Products at Consultant Price with sales tax collected based on whether the order is designated as Personal Use or for resale.

**Level** - The layers of downline Consultants in a particular Consultant's Team or Enterprise. This term refers to the relationship of a Consultant relative to a particular upline Consultant, determined by the number of Consultants between them who are related by Enrollment/Sponsorship. For example, if A Enrolls B, who Enrolls C, who Enrolls D, who Enrolls E, then E is on A's fourth Level.

**MSRP** - The publicly advertised prices of Solely Jane Products as posted by Solely Jane and as updated from time to time.

**Official Solely Jane Material** - Literature, audio, video, websites, and other materials developed, printed, published and/or distributed by Solely Jane to Consultants.

**Passive Stacking** - The practice of "placing" using artifice, any new Team member under another Consultant for the purpose of advancement, commissions advantage, incentive or recognition.

**Personal Email Address** - A email address associated to you, not another individual, business or entity.

**Personally Sponsored** - A First-Level Team member who was personally Recruited, Enrolled, or "Sponsored" by an Advisor who is still Active.

**Personal Volume** - Measurement of monthly sales volume. See the definition set forth in the Commission Plan. Also referred to as "PV."

**Pop-Up Shop** - An in-home (or comparable location) open-house style selling event typically conducted in partnership with a Customer acting as a “host,” who may be eligible to receive hostess rewards based on sales (at the Consultant’s discretion). Typically, the Consultant shows packaged Products for resale from inventory and/or collects Customer orders and payments on site. Some Finished Goods may be incorporated as project samples or for-sale items, at Consultant discretion.

**Rank** - The “title” that a Consultant holds pursuant to the Solely Jane Commission Plan. This Rank may be either “paid as” or “recognition title.”

**Recruit** - For purposes of Solely Jane’s Conflicts of Interest Policy (Policy 8.11), the term “Recruit” means the actual or attempted solicitation, Enrollment, encouragement, or effort to influence in any other way, either directly, indirectly (including but not limited to use of a website), or through a third party, another Solely Jane Consultant or Customer to Enroll or participate in a network marketing activity or other business opportunity. This conduct constitutes Recruiting even if the Consultant’s actions are in response to an inquiry or contact made by another Consultant or Customer.

**Resalable** - Products shall be deemed "Resalable" if each of the following elements is satisfied: (i) they are unopened and unused; (ii) packaging and labeling has not been altered or damaged; (iii) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (iv) they are returned to Solely Jane.

**Resources Library** - The repository for Solely Jane-produced marketing, training, and media assets provided to Independent Consultants for their review, learning, and use. These documents are referred to collectively as “Business Documents” and may be stored both on the Business Documents site and/or within the Media Library.

**Social Media** - Any type of online media that invites, expedites, or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, Facebook, Instagram, Snapchat, MySpace, Flickr, Tumblr, Twitter, LinkedIn, De.li.ci.o.us, and YouTube.

**Sponsor** - The individual who has personally Recruited and Enrolled a Team member. A Sponsor is always that Team member’s Advisor. However, if the Sponsor exits the company, the Team member will roll up to a new Advisor who will never hold the designation of “Sponsor” to that Team member.

**Subscription** - A collection of support tools and services including, but not limited to, access to the Consultant Office, access to Consultant Services, receipt of monthly Club Solely Jane Transfer, and a Customer-facing replicated website that is required for every active Consultant to have, paid for by Consultant in a recurring automated monthly fee.

**Team** - A Team is an organization of Consultants that shares a common Advisor, directly or indirectly, specifically Levels 1 through 3.

**Team Volume** - The volume generated by a Consultant's first through third-level Team members, including themselves. See the definition set forth in the Commission Plan. Also referred to as "TV."