

P E R F E C T L Y
POSH®

Policies & Procedures

March 1, 2021

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SECTION 1

Why does Perfectly Posh have Policies and Procedures?

To provide clear direction for each Perfectly Posh Consultant on how to run an independent business, be a resource for operational and compliance guidelines, and provide rules to protect the Consultant, the customer, and the Company. The expectation is that a Consultant will conduct themselves in a manner that causes no harm toward Perfectly Posh, fellow Consultants, or customers.

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

Perfectly Posh's Policies and Procedures in their current form are a formal contract between the Consultant and the Company. As such, these Policies and Procedures, the Perfectly Posh Pay Plan hereinafter ("Pay Plan"), any situation-specific addendum(s) thereto, and any other written agreement between the Consultant and the Company in their present forms may be amended by the Company, and as amended from time to time at the sole discretion of the Company, without prior notice, and are by this reference incorporated into, and form an integral part of, what is collectively referred to as the "Contract." Each Consultant has the responsibility to read, understand, and adhere to the Contract and ensure that he or she is aware of and operating under the most current version of the Contract. Ignorance is no excuse. By agreeing to the Contract, by utilizing the Consultant's Virtual Office, or by accepting Commissions from the Company, a Consultant demonstrates that he, she, or they have read, understands, and consents to abide and be bound by the Contract and any amendments thereto.

The Company may amend any part of the Contract at any time for any reason without notice as laws and business circumstances change; notice of any amendment(s) will be published by the Company in the Consultant's Virtual Office and/or the Support Center.

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

SECTION 2

Company Contact Information

Perfectly Posh, LLC
Address: PO Box 3808, Salt Lake City, Utah 84110
Phone: (801) 441-1744
Email: support@perfectlyposh.zendesk.com
Website: www.perfectlyposh.com

SECTION 3

Code of Ethics

3.1 Overview

The Company has made a commitment to provide its Consultants with high quality pampering products, exceptional support, and a generous Pay Plan. A Consultant may purchase products directly from the Company for both personal use and for resale to consumers. In return, a Consultant agrees to represent the products and income opportunity in an ethical and professional manner. Each Consultant agrees to abide by the following Code of Ethics:

3.2 As a Consultant:

- A. I will abide by the terms and conditions of the Contract.
- B. I will correctly and lawfully represent the Pay Plan and the income potential represented therein and will not make, advertise, or communicate any false income or earnings claims.
- C. I will be truthful in my representation of the products and will make no product claim that is not contained in and supported by official Company publications.
- D. I will honor the terms of the product return and refund policies with all of my retail customers.
- E. At all times, including traveling with and for Perfectly Posh events, I will conduct myself and my business in an ethical, moral, legal, and financially sound manner and will not engage in any deceptive or illegal practice.
- F. I will respect the sponsor relationship of every other Consultant and I will neither attempt to interfere with or change these relationships, nor will I make disparaging or untrue claims about other Consultants.
- G. I will refrain from soliciting, selling, or using my relationship or the personal and private information of other Perfectly Posh Consultants in any way not intended by the Company.
- H. I will be respectful of the people I meet whether online or in person. This also includes any and all travel for and with Perfectly Posh and while attending Perfectly Posh events or on trips. I understand that failure to comply may result in being excluded from future incentives, travel, and other opportunities to interact with the business publicly.
- I. I will not communicate disparaging comments about Consultants or Perfectly Posh, Perfectly Posh management, or employees. This is including but not limited to my personal conduct when contacting Home Office Support Staff, online and through any and all social media channels, including behavior or content that may be considered discriminatory, harassment, or threatening in nature.
- J. I will not engage in any activities that would bring disrepute to the Company, other Consultants, or myself.
- K. If and when I choose to build a team, I may be given access or be privy to conversations and/or information not generally known to the public and/or other Consultants, and as such, will be contractually bound to keep all privy conversations and/or information confidential. Failure to keep said conversations and/or information confidential, exhibit unprofessional behavior in interactions whether online or in person, and/or any conduct contrary to that of the Company will result in, but is not limited to, immediate business suspension and/or permanent cancellation.
- L. I understand and agree that my personal information may be viewed and used by members of my upline. However, any attempt to misuse the information of other Consultants, including but not limited to solicitation of any Perfectly Posh Consultant, is a violation of this contract and may result in disciplinary action or legal pursuit as deemed necessary and appropriate by Perfectly Posh.
- M. Should I ever discontinue my relationship with Perfectly Posh, I agree that I will not solicit or entice directly or indirectly any present or past Perfectly Posh Consultant to alter their relationship with Perfectly Posh for a period of six months. I acknowledge that at all times I am acting as an independent contractor and that my status can be revoked at any time at the sole discretion of Perfectly Posh.
- N. I acknowledge and agree that any and all Consultant information, outside of my own, is the property of Perfectly Posh and may not be used by me for any other purpose should I ever decide to end my relationship with Perfectly Posh.
- O. I acknowledge and agree that I may be required to relinquish or close any and all accounts, profiles, social media groups, other than personal sites, that I may form or enlarge while at Perfectly Posh which contain other Perfectly Posh Consultants' contact information.

SECTION 4

Becoming a Perfectly Posh Consultant

4.1 Qualification of a Perfectly Posh Consultant.

- A. Be at least 18 years of age.
- B. Have a valid Social Security number or US Tax Identification Number;
- C. Have a valid email address;
- D. Enroll in Perfectly Posh as either an individual or business entity through a Perfectly Posh Consultant website;
- E. Set up and activate a Posh Pay account for Commissions to be paid
- F. Agree to the terms and conditions of the Consultant Agreement;
- G. Purchase a new Consultant Starter Kit;
- H. Perfectly Posh must accept the application;
- I. If enrolling as a business, all of the above requirements must be met by the business owner(s).
- J. Maintain an active Consultant account and pay the annual active Consultant fee. See further detail in the Virtual Office.
- K. When you join Perfectly Posh as a Consultant, you have seven days or up to three business days at the end of the month, whichever is soonest, to request to change your Sponsor.

4.2 Responsibilities of Consultants

- A. Run their businesses ethically, fairly, and in compliance with these Policies and Procedures as well as all other terms and conditions implemented by Perfectly Posh;
- B. Follow the Policies and Procedures herein as well as the intent of the Policies and Procedures should there be any ambiguity;
- C. Comply with local, state, and federal laws;
- D. Provide high quality service to their customers;
- E. Provide assistance and leadership to any person they personally sponsor;
- F. Be supportive to other Consultants;
- G. Protect the name, image, and intellectual property of the Perfectly Posh brand;
- H. Keep all contact information updated at all times. This can be done in the Consultant's Virtual Office;
- I. Identify themselves as a Consultant and use the Consultant logo provided by the Company. Consultants are independent contractors and not employees or partners of the Company. They are responsible to keep track of their own expenses and file their own taxes, both state and federal.
- J. Maintain an Active Status
 - a. Perfectly Posh Consultants must maintain an active status in order to participate in the Consultant Pay Plan. To maintain an active status, every Consultant is assessed an annual Posh Pay account fee; the due date for said fee is located on the billing page. Failure to pay the annual Posh Pay account fee will result in an inactive status, which will prohibit any payment or earning(s) of commissions, may limit access to Consultant's Virtual Office and replicated website, and will require the Consultant to pay the Posh Pay account fee. Perfectly Posh will not be responsible for any commissions lost due to unpaid Posh Pay account fees. In addition, Perfectly Posh Consultants must maintain an active status to maintain a Perfectly Posh business. Consultants who have a team must maintain 300 PV in a rolling 6 (six) month period. Failure to maintain 300 PV will result in the Consultants team rolling up to the next active Consultant. Consultants who do not have a team must have 1+ PV in a rolling 12 (twelve) month period. Failure to maintain 1+ PV will result in

the Consultant being terminated. It is the responsibility of the Consultant to manage and maintain an active status.

Please note: Hyperwallet has its own set of terms and conditions. Please reference and familiarize yourself with them.

4.3 1099-NEC

If a Consultant earns \$600 or more in non-employee compensation, including bonuses, Perks, prizes, and incentives, or resell \$5,000 or more in product in a given tax year, Perfectly Posh will supply an IRS 1099-NEC form showing the amount of non-employee compensation received for the year. Perfectly Posh follows current IRS guidelines and this applies to all aspects of the business whether for commissions, incentives, Perks, or otherwise.

SECTION 5

Reactivation/Restart, Activate Account, Account Suspension, & Permanently Canceled

5.1 Reactivation

- A. Consultants who have a terminated account (due to inactivity or self termination), and have been terminated for less than 6 (six) months, and are in good standing may activate their account at any time. The following applies:
- Consultants must pay the \$10 account renewal fee, plus a \$5 penalty fee;
 - Consultants will assume the same sponsor and may not select a new sponsor for any reason;
 - Consultants will assume the same ID (CID);
 - Consultants may not purchase a Starter Kit.

5.2 Restart

Former Perfectly Posh Consultants in good standing may rejoin as long as the contract was not terminated (due to violation) by the Company. If your contract was terminated by the Company, you must receive written permission to restart.

The following applies to Consultants who wish to restart:

- A. Consultant(s) who have been terminated may restart and the following applies:
- Account must have been terminated more than 6 (six) months;
 - Consultants who have not been terminated for more than 6 (six) months may not restart;
 - A Starter Kit must be purchased;
 - Consultant will assume the same Consultant ID (CID);
 - Consultant will count as a new recruit;
 - Consultant may choose a new sponsor. (Choice of new sponsor ONLY applies to Consultants restarting);
 - Consultants must have an active Posh Pay account;
 - Consultants must follow the guidelines and rules to maintain an active status.

5.3 Account Suspension

A Consultant's account may be suspended by the Company if it appears the account has been misused, has suspected fraudulent orders/activity, has multiple chargebacks, or the Consultant is in violation of the Contract. (For example, if the Consultant's account is created and order(s) or activity therein is deemed to be fraudulent in nature, and commissions have been paid or are set to be paid, Posh, in its sole discretion, reserves the right to retract any and all commissions paid or to be paid to this Consultant Posh Pay account.) The Company reserves the right to suspend any account at its sole discretion, without warning,

and for the period of time necessary to properly investigate activity therein. Further, Perfectly Posh reserves the right to hold any bonuses or any other monetary payments, including incentive earnings, while the account is in a suspended state. Perfectly Posh further reserves the right to decline said payment and/or retract, claw back, and/or deduct the payment of any commissions, bonuses, and/or other monetary means, including incentives or awards that are deemed by the Company to be fraudulently obtained.

5.4 Permanently Cancelled Account

A Consultant's contract may be permanently canceled at any time by the Company for any reason or for no reason, at its sole discretion.

If the Company, in its sole discretion, finds a Consultant in violation of these Policies and Procedures, it reserves the right to permanently cancel a Consultant's account without prior notice. Permanent cancellation of said account includes but is not limited to permanently blocking access to Consultant's account, restricting access to Consultant's Virtual Office, permanently blocking the Consultant's customer account linked to the Consultant account, stopping shipment of orders, loss of Perks, and delay or restrictions to Commissions owed. Perfectly Posh reserves the right to deduct any clawbacks for returns on any payment and any other money owed or deemed to be fraudulently obtained, at Company's sole discretion, to the Company from the Consultant.

If a Consultant's contract is permanently canceled, they will be paid any outstanding Commissions owed to them as of the date of said cancellation so long as the Commissions owed are not deemed to be fraudulently obtained. Commissions will be paid by the 10th of the following month. Perfectly Posh reserves the right to hold, deduct any clawbacks for returns on any payment, and any other money owed or deemed to be fraudulently obtained to the Company from the Consultant.

A Consultant must notify the Company in writing of their resignation. Any notification via social media post, email, or screenshot/imagery posted thereof with the intent to offer resignation will be treated as an official resignation from the Consultant and will result in termination, as well as the loss of your team.

SECTION 6

Temporary Account Hold

6.1 Perfectly Posh does not offer an account hold.

SECTION 7

Selling a Perfectly Posh Business/Roll-Ups

- 7.1 Perfectly Posh does allow for the sale of a Consultant account, as long as the sale does not impact the integrity of the leg, or negatively impact the Consultant's leg, both their upline and downline. Any move must be pre approved by Perfectly Posh Home Office before legal action is taken and a transfer of funds is made.
- 7.2 Perfectly Posh allows for teams to roll-up to their next active upline if their sponsor resigns, demotes, or is terminated. If a recognition rank Premier+ Leader resigns, demotes, or terminates, and their team rolls to a recognition rank Premier+ Leader, that leader can choose to have the team roll directly to them, or to the top producing level 1 of the leaving leader to keep the integrity of the leg for the upline.
- 7.3 In the event of a death, Perfectly Posh requires a death certificate or legal proof of death, as well as a legal will in order to transfer the account. A death certificate or legal proof of death is also required to terminate the account.

SECTION 8

Change of Address and Contact Information

- 8.1 It is the responsibility of the Consultant to update any contact information or payment information within the Consultant's Virtual Office, including but not limited to notifying any third party vendor the Company may use of any information changes.
- 8.2 Perfectly Posh is not responsible for misdirected communications, undeliverable payments, etc., resulting from a Consultant's failure to update contact information. Perfectly Posh reserves the right to charge the Consultant any and all costs associated with forwarding, reshipping, or redirecting any orders, payments, shipments, or any other means of doing business should costs occur due to incorrect contact information.

SECTION 9

Consultant Responsibilities

- 9.1 The standards and expectations of all Consultants are high. As such, it is the responsibility of every Consultant to understand and abide by the terms of this agreement. Ignorance is not an excuse to violate this or any other agreement with Posh. All Consultants are responsible to understand and comply with the Contract. All Consultants must act and operate their business in a courteous and professional manner.

Conflict of Interest. While a Consultant can work with or affiliate with other companies or organizations, those relationships, in Posh's sole discretion, cannot be perceived to cause harm, or potentially cause harm, to Perfectly Posh, its brand image, culture, or that of its other Consultants or their customers. Should Perfectly Posh deem an association with another company or organization potentially harmful, Perfectly Posh can ask the Consultant to cease the association or permanently cancel the Consultant's Perfectly Posh account.

Competition. Consultants cannot affiliate with, whether as a consultant, distributor, contractor, employee, owner or otherwise, with any other Direct Sales companies engaged in the personal care products business category or any other business that directly competes with Perfectly Posh without express, written permission from executive level management at Perfectly Posh. For example, a Perfectly Posh Consultant cannot affiliate with other Direct Sales companies, like Bellame, Rodan + Fields, or The Body Shop, to name a few.

A Consultant with a Leadership Rank of Premier+ who has been making an average of \$10,000 per month for the period of 6 (six) months may not affiliate with any other Direct Sales company regardless of the business category.

A Consultant with a Leadership Rank of Premier+ who has been making an average of \$10,000 per month for the period of 6 (six) months prior to a resignation cannot affiliate with, whether as a consultant, distributor, contractor, employee, owner or otherwise ANY other Direct Sales company, regardless of business category, for a period of six (6) months after Consultant's resignation.

Perfectly Posh reserves the right to authorize, limit, terminate or otherwise control the Consultant's access to, among other things, groups, information and activities (e.g., Facebook groups, meetings, contests, conventions, etc.) that are hosted, sponsored, administered or created by Perfectly Posh, at the sole and absolute discretion of Perfectly Posh.

SECTION 10

Recruiting

10.1 Opportunity and Responsibility

- A. All Consultants have the opportunity to sponsor other individuals into their teams.
- B. Recruiting is not a requirement to be compensated for personal customer sales.

- C. Any individual who wants to enroll with a Consultant in Perfectly Posh must enroll on their Perfectly Posh Replicated Website.
- D. Consultants have the responsibility to provide support to any Consultant they personally sponsor.

10.2 Recruiting Other Companies' Representatives

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

10.3 You cannot use any of the following tactics to earn Incentives, the Monthly Award, or other business requirements:

- A. Incentivizing a potential recruit to join, i.e. "buying a recruit," with lotteries to join, such as "Spin the Wheel," or other similar lotteries.
- B. Offering a Starter Kit Swap with Consultants from other Direct Sales companies.
- C. Enrolling individuals or family members in your home who have no intent to operate a Perfectly Posh business as a Consultant.

If it becomes clear that you have participated in any of the aforementioned tactics to earn an Incentive Trip or Prizes associated with an Incentive Trip, the Monthly Award, bonuses, or other business requirements, Incentive Points and bonuses will be clawed-back and can lead to your account being terminated.

SECTION 11

Income Claims

- 11.1 Perfectly Posh Consultants need to comply with the legal requirements for making income claims and must be truthful and not misleading when presenting or discussing the Perfectly Posh opportunity or Pay Plan while recruiting others to join your team.

SECTION 12

Selling and Ordering

- 12.1 Perfectly Posh Consultants have the opportunity to sell Perfectly Posh products to any customer within the United States, US Territories, Canada, and any United States military sanctioned sites, so long that they have an Army Post Office (APO) or Fleet Post Office (FPO) address.

Perfectly Posh ships personal orders up to 70 lbs to APO and FPO addresses, pursuant to USPS guidelines. Posh's standard shipping rates apply to all orders, unless otherwise indicated.

Besides APO and FPO addresses, Perfectly Posh will not ship to any location outside of the U.S., with the exception of US Territories and Canada. Additionally, no Consultant may sell or ship to customers located off their military base if their military base is located outside of North America.

- 12.2 Military Discount for Consultants and Customers

- A. New Consultants who verify their personal information in their Perfectly Posh account with ID.me, a third party verification service provided by ID.me, and then join Posh are eligible for a Starter Kit discount. New Consultants must have active duty, Reservist, National Guard, or veteran status, or be a direct dependant to qualify.
- B. Non-Consultant customers who are active duty, National Guard, Reservists, have veteran status, or are a direct dependant qualify for 10% off personal orders of \$100 or less after they verify their personal info in their Perfectly Posh account with ID.me, a third party verification service provided by ID.me. Limit one email address per account; email address may not be changed. Consultants attempting to use alternate email addresses to qualify for the Posh Salutes military 10% discount will have their account canceled immediately. We may also offer additional military and other periodic promotions and discounts to benefit the non-Consultant customer.

Note: This is for personal use of customers only. Any Consultant who is using a customer's discount for personal orders or ordering for a party will also have their account canceled immediately.

12.3 Minimum Acceptable Pricing Policy (MAPP) Standards

- A. Minimum Acceptable Pricing Policy Standard at Perfectly Posh states: Consultants may never offer product for sale at a publicly published price that is LOWER than what the exact item is currently selling for on a Consultant's replicated site. Consultants can share promotional pricing as Home Office offers. For example, if BFF: Best Face Forever™ Face Wash is on sale for \$19 through Friday, they can publicly share that price as long as the promotion is still active with the Company.
- B. If an item has old packaging, but a newer version of that same item is on the site, Consultants are permitted to discount the old packaging at their discretion.
- C. As always, MAPP applies to public and private spaces. For example, advertising below MAPP online in a public Facebook group where anyone can add themselves or on a Facebook feed would not be acceptable. Advertising below MAPP online in a private buy, sale, and trade Facebook group, which requires manual acceptance, is also unacceptable.
- D. Products no longer offered on their replicated website are able to be shared and advertised for any price at which a Consultant would like to sell them. If you're the only Posh Consultant at an event or home party, you are still permitted to set pricing wherever you deem fit.
- E. Additionally, Consultants are permitted to bundle and sell Posh products with or without other non-Posh items.*

***NOTE:** The value, in which Consultant is selling the bundled items should be clear when assessing for lower than MAPP. (i.e. If a Consultant puts 3 Posh items in a basket, it should be clear and identifiable by price that the bundle is not discounted. If the Consultant creates bundles and mixes in non-Posh products, latitude on MAPP will be given as the value of the bundle can be obscured. (The SPIRIT of this rule is that you do NOT create an unfair advantage by offering deep discounts).

If at any time a Consultant appears to be violating this rule, they will be subject to disciplinary action as deemed appropriate by Posh and at Posh's sole discretion.

12.4 Selling in Various Venues and Through Various Channels

- A. Consultants may sell Perfectly Posh inventory (including pre-orders) in any establishment as long as they meet the Perfectly Posh standards, follow MAPP pricing, and abide by all policies listed in this document.
- B. While Perfectly Posh does not advocate the practice of carrying inventory, the Company recognizes instances where doing so responsibly is a benefit to Consultants and their customers. This will be left to the sole discretion of the Consultant, and Perfectly Posh can bear no responsibility in any way for product not sold. Perfectly Posh reserves the right to hold and/or cancel orders of a certain dollar amount to ensure their validity. Further, Perfectly Posh reserves the right to relinquish the right to sell through certain channels or venues at any time at the Company's sole discretion.

- C. Consultants should never purchase more product than they can reasonably use or sell to retail customers in a reasonable period, and must not persuade or attempt to persuade any other Consultant to buy more products than he/she can reasonably use or sell to retail customers in a reasonable period. Such “bonus buying” is strictly prohibited. Bonus buying includes any mechanism or artifice whether done directly or indirectly to qualify for advancement, incentives, prizes, Commissions, or bonuses that are not driven by bona fide product or service purchases by end-user consumers and/or enrollments of bona fide Consultants. Bonus buying includes, but is not limited to, purchasing products through a straw man or any other deceptive selling or recruiting activity. Perfectly Posh reserves the right to require any Consultant at any time to provide the Company with sales verification receipts.
- D. Sales taxes are collected and accounted for when Consultants place orders in their Virtual Offices or on their replicated websites. Perfectly Posh then remits this tax to the proper tax authorities. Perfectly Posh has contracted with the nation’s leader in sales tax to calculate and remit sales tax. Perfectly Posh must be compliant with all tax authorities to avoid fees and to protect Consultants.
- E. As a merchant, Consultants are under the same obligations as Perfectly Posh. When Consultants sell their inventory, they become the retailer and therefore must collect sales tax from the end user. The tax jurisdictions require the remittance.
- F. Consultants can get a refund from Perfectly Posh for the sales tax they remitted and in return collected from their customer(s). To do so, they should simply provide a reseller’s certificate in their name and a list of the orders that should have the tax refunded. Posh will refund the sales tax and get a refund from the tax jurisdiction. Contact Perfectly Posh Support for a refund form and instructions.
- G. Selling to a Consultant’s downline to boost personal numbers is strictly prohibited; purchasing from another Consultant’s replicated website is strictly prohibited; bonus buying is strictly prohibited; and inventory dumping (selling in bulk for the purpose of reducing inventory) is strictly prohibited.
- H. Consultants should buy with the intention to reasonably sell that which has been purchased. Returns due to unsold inventory would be disallowed. The return policy is meant for personal satisfaction. While all returns are in Posh’s sole discretion, purchasing then returning large quantities would not be acceptable.
- I. While it’s impossible for Perfectly Posh to dictate all selling avenues and appropriate channels to sell, the following guidelines and principles are best practices to apply to all selling channels. Posh Consultants are using both the Perfectly Posh brand and its products to build a business. As such, they will be held to the Company’s high standards. In order to protect its branding and high standards, Perfectly Posh will look for compliance with these principles as outlined in the bullet points below, and in its sole discretion will advise Consultant of any violation thereto, including corrective measures. Further, if said violation is not remedied in a timely manner, Perfectly Posh reserves the right to take any and all action as deemed necessary and appropriate, including but not limited to freezing or cancellation of the Consultant’s account.
 - a. Consultant must clearly state that they are an independent contractor. This must be prominently identified as such prior to doing business, whether in person or online. Consultants may not in any way mislead a customer and misrepresent themselves as an employee of the Company or appear to represent the Home Office.
 - b. Consultant is prohibited from using any paid advertising that uses Posh trademark terms and/or appears in any way to represent Home Office.
 - c. Consultant is prohibited from any paid advertising that directly takes the user to www.perfectlyposh.com. It is acceptable to use paid advertising where the landing page or initial visit is not www.perfectlyposh.com. For example, Pay Per Click (PPC) or sponsored links to your own site which then link to www.perfectlyposh.com are acceptable and must follow the guidelines regarding trademarked terms. This is in order to avoid potential confusion between Consultant and Home Office.

- d. The Company's name, logos, and product names are trademarks and trade names belonging to the Company. The misuse or infringement of Company trademarks may result in disciplinary action as deemed appropriate by the Company, including but not limited to cancellation of the Consultant's account or, if necessary, legal action.
 - e. Consultant is required to and responsible for processing and managing any and all returns when conducting direct to consumer sales. Perfectly Posh will not be responsible or held liable for any sale not conducted directly through the Perfectly Posh website. Consultant is responsible for their sales channels and the relationships therein.
 - f. Consultants are responsible to read and follow the guidelines as outlined by the Federal Trade Commission (FTC), or any other relevant organizations, pertaining to selling online and must comply with all local and state laws.
 - g. All claims, including income, quality, and/or product claims must be truthful, not misleading, and in-line with FDA regulations.
 - h. Consultants are solely responsible for any fundraising events they hold or participate in and must fully comply with all local and state laws, as well as MAPP and FTC standards and regulations.
 - i. Consultant must fully comply with MAPP standards as explained here.
- J. Perfectly Posh is not responsible or liable for any third-party relationships; it is the responsibility of the Consultant to maintain a professional relationship, comply with all Perfectly Posh Policies and Procedures, and comply with all the policies and rules of conduct, business rules, and local and state laws required by the establishment in which a Consultant is conducting business, whether online or in person.
- K. Ignorance is no excuse. It is the responsibility of the Consultant to read and understand the rules. Failure to comply with this policy is considered a serious violation and Perfectly Posh will take action as deemed necessary and appropriate at its sole discretion, up to and including permanent cancellation of Consultants's account without a warning.

SECTION 13

Making Payments, Submitting Orders, Delivery, and Sales Tax

13.1 Forms of Payment

- A. All orders being placed online must be submitted with a valid credit card, a Posh Pay Card, or a PayPal account.
- B. Consultants may collect payment for orders in the form of cash, check, credit card, or other electronic payment. When they submit their order to the company, it can be a single order or a party order, however, it must be made with a valid credit card or debit card.
- C. All checks must be made out to the Consultant. When a customer pays in cash or check, the Consultant will be responsible to submit the order with their credit card or debit card. Further, the Consultant is responsible for any refunds and returns for sales to personal purchasing customers.
- D. The Company will accept and process all major credit card payments from customers on a Consultant's behalf at no additional cost to them. If any problems arise with payment by credit card, it will be the sole responsibility of the Consultant to collect payment. Perfectly Posh does not assume responsibility for declined credit cards. If a customer's credit card is declined, the Consultant can either remove the order from the party or collect alternate payment from the customer prior to submitting the party order. The billing address for the credit card must match the address the customer lists on the order form. If it does not match, the credit card company may not accept the charge. Perfectly Posh is not responsible for any returned checks or overdraft/ACH fees due to insufficient funds.
- E. It is the Consultant's responsibility to safeguard all credit card information, maintain a secure internet connection on any computer they are using to submit orders, and to safely destroy ALL customer

credit card information after the order is complete. It is recommended that Consultants keep a copy of each order form on file for one year. This is for the protection of the Consultant in case there is a disputed charge.

- F. It is the sole discretion of each individual Consultant to accept or decline the option of check payment. Consultants are also responsible for any checks written to them, and it will be their exclusive responsibility to collect an alternative form of payment should they receive any bounced checks.

13.2 Timely Submission of Orders

Parties must close within 31 days from the time they open.

13.3 Timely Delivery

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

13.4 Sales Tax

In all states that have a sales tax, Perfectly Posh's software system will calculate the appropriate rate based on the applicable tax laws of the jurisdiction. Sales tax will be collected from the customer at the time of the order. Perfectly Posh will remit the sales tax to the state. Perfectly Posh is not responsible for the collection and remittance of sales tax for any cash and carry transactions.

13.5 Use of Sales Tax ID Number

Using Perfectly Posh's sales tax ID is a misrepresentation and will not be provided to a Consultant. However, Perfectly Posh will provide, upon request from a venue, information regarding the collection of sales tax on a Consultant's original purchase. Consultants should check with a professional CPA to understand their local tax laws.

SECTION 14

Business Supplies

- 14.1 Business supplies will be made available to Consultants. Some supplies may be available as a free download through the Virtual Office or purchased in the Posh Portal.**
- 14.2 Business supplies are not commissionable and do not create any volume for qualifications.**
- 14.3 The purpose of business supplies is to help promote and build a Consultant's business.**
- 14.4 Business supplies are non-returnable. Consultants may exchange any supply that is not on sale, close-out, or clearance for credit ONLY within 30 days of purchase if it is unused and in resalable condition. Personalized business supplies cannot be returned or exchanged.**
- 14.5 Cost of return shipping on business supplies is the sole responsibility of the Consultant. Perfectly Posh is not liable for any return lost in transit by any carrier.**
- 14.6 Perfectly Posh reserves the right to reject any return of business supplies.**
- 14.7 It is not required that Consultants buy any business supplies. There are tools that are offered for the sole purpose of promoting Perfectly Posh businesses. Consultants can access these business supplies online at the Posh Portal Store, located at <https://www.perfectlyposh.com/p/poshportal>.**
- 14.8 Should a Consultant decide to create their own marketing materials, they are permitted to do so for personal or team use only, providing they are compliant in all of the following and do not attempt in any way to profit from materials. Marketing materials may be offered free of charge, at cost, or as a fundraiser for a 501 c3 organization:**
 - A. A Consultant must include the Consultant version of the logo prominently;
 - B. Consultants may never intentionally or unintentionally lead any customer, potential customer, or charitable organization to believe they represent the corporate presence.

- C. Use the appropriate color palette and fonts for Posh terms and Consultant logos
- D. It is also expected that any marketing materials created by a Consultant or outside of those that are offered by Perfectly Posh maintain a respectable level of quality. Substandard papers, inks, materials, etc. are a poor reflection on the Perfectly Posh brand and a Consultant's business. Consultants should take the time and resources to ensure they are representing their Perfectly Posh business and the Company well.

Failure to comply with this policy is considered a serious violation and Perfectly Posh will take action as deemed necessary and appropriate at its sole discretion, up to and including permanent cancellation of Consultant's account without warning.

14.9 Sales of Consultant-Produced Materials

- A. If a Consultant would like to create any sales tools or marketing materials using Perfectly Posh trademarked terms for resell, they must first seek a licensing agreement from the Company. To start the licensing agreement process, Consultants must first submit the following form (<https://forms.gle/JC1UDdDBXLGkq7oc7>) with attached design files to the Perfectly Posh marketing team to ensure that materials align with the Perfectly Posh brand guide. Once marketing materials are approved, a licensing agreement will be discussed with the Consultant. The licensing agreement may include restricted timelines for sale of the item or a licensing fee for the use of Perfectly Posh trademarked terms.
- B. Consultant's relationship with Perfectly Posh as a Consultant is for the sole purpose of selling pampering and cosmetic products and for building and mentoring a team, should they choose. Using Perfectly Posh relationships for any other business purpose without proper approval is strictly prohibited and can result in permanent cancellation of a Perfectly Posh Consultant and customer account.

SECTION 15

Payment of Personal Commissions and Bonuses

15.1 Personal Commissions

- A. Consultants receive personal Commissions from products that they personally sell to customers and retail rebates on products that they personally purchase. Personal Commissions and rebates are paid at the same percentage rate, and are based on the retail price of the product. The percentage rate Consultants are paid is determined by their "Paid-As" tier in the Pay Plan.
- B. There are no Commissions earned on Posh Perks, free items, Portal merchandise, and certain discounted items.
- C. In order to receive Commissions as a Consultant with Perfectly Posh, Consultants are required to set up a Posh Pay account through its third party vendor (i.e. Hyperwallet). All Consultants are required to keep their Posh Pay account in good standing and must pay the annual fee associated with active status. A valid social security number and/or tax ID will be required. If a Consultant is working as a partnership, corporation, or LLC, both the SSN and company EIN will be required. Vendors, such as Hyperwallet, are required, by banking regulations, to adhere to the "know your customer" guidelines and must be able to perform a personal verification, therefore the SSN must be provided. Failure to fully activate your Posh Pay account and provide a valid SSN in the SSN field will limit and/ or delay payment of Commissions and/or bonuses.

15.2 Commission and Bonus Payments

Personal Volume Commissions are paid within a day of when they are earned. If an order is under review, the Instant Commissions payment may be delayed. Other Commissions, awards, and bonuses will be paid out by the 10th of the month following the calendar month in which they were earned. All Commissions and bonuses will be paid out to the Consultant's Posh Pay account set up during the enrollment process. (Failure to set up an active Posh Pay account will result in the delay of payment of Commissions and/ or bonuses.) Should the 10th fall on a weekend or designated holiday, Perfectly Posh will make every effort to pay all Commissions or bonuses the last business day before the 10th of the month.

15.3 Consultants are responsible to keep information current with both Perfectly Posh and any third party vendor, such as Hyperwallet. Bonuses and Commissions will be late, missed, or delayed due to missing information or accounts not properly set up. All information must be provided in its complete form at account initiation. No late payment will be expedited if this is the case. Returned Commission payments will be added to the following month's Commission.

15.4 Consultants are paid on their personal sales and the qualified sales of Consultants in their downline.

SECTION 16

Advertising/Marketing Guidelines

16.1 All advertising and marketing materials used in any form must meet the Perfectly Posh Advertising Guidelines. These guidelines are in place to protect Consultants, their businesses, the customers, and Perfectly Posh. The misuse of marketing materials or Perfectly Posh branding may result in disciplinary action as deemed appropriate by the Company.

16.2 Consistent Branding

Permitted and approved logos, photos, and other design elements are provided in the Virtual Office to help Consultants create materials that follow appropriate trade dress and branding standards. The misuse of these design elements may result in disciplinary action as deemed appropriate by the Company. Consultants may not alter the approved logos in any way.

16.3 Approved Advertising and Tools

A. Personal Branding

- a. Perfectly Posh has gone to great lengths to provide the highest quality marketing tools at a reasonable price to help Consultants build their businesses. Marketing tools will be made available in the Virtual Office and through the Posh Portal.
- b. The Company's name, logos, and product names are trademarks and trade names belonging to the Company. Consultants must not use the Company's trademarks or trade names in any marketing material that they create with the exception of those marks and images that are approved for Consultant use and posted in the Virtual Office. The misuse or infringement of Company trademarks may result in disciplinary action as deemed appropriate by the Company, including but not limited to permanent cancellation of the Consultant's account or, if necessary, legal action.

B. All Consultants must comply with FTC guidelines and any and all federal/state/local solicitation laws.

SECTION 17

Use of Trademarks and Copyrights

17.1 The Company may license the use of its trademarks to Consultants, subject to the limitations herein, and subject to the limitations in any licensing agreement.

17.2 Consultants may not use any of the Company's trademarks or any derivatives of its marks or confusingly similar variations of its marks in any marketing or promotional material that they produce other than those marks and Consultant logos that can be downloaded from the Virtual Office. The misuse of Company trademarks may result in disciplinary action as deemed appropriate by the Company, including but not limited to legal action.

17.3 Consultants shall not register or attempt to register or reserve any of the Company's trademarks or trade names, or any derivatives of such trademarks or trade names (collectively "Marks") for any internet domain name, URL, subdomain name, email address, or social media handle, address, or name (collectively "Web ID"). If a Consultant does register any of the Company's Marks in such a fashion, the Consultant agrees and hereby acknowledges that the Company owns, and shall continue to own, all rights in and to the Company's Marks and that the Consultant will discontinue using the Web ID upon demand from the Company. The Consultant further agrees to immediately reassign to the Company

any Web ID that the Consultant has registered or reserved in violation of this policy at no charge to the Company. The provisions of this Section survive permanent cancellation of the Contract.

- 17.4 The Company, in its sole discretion, will determine whether a derivative or variation of its Marks is confusingly similar to the Company's Marks. If the Company determines that a term or word used by an Consultant is a derivative or variation of a Company Mark, the Consultant shall transfer the Web ID to the Company pursuant to the preceding policy.

SECTION 18

Perfectly Posh Consultant Websites

18.1 Consultant Replicated Websites

When Consultants enroll in Perfectly Posh, they will receive access to a Company-hosted personal Consultant Website as long as they maintain an active status with Perfectly Posh.

18.2 Personal Non-Replicated Website

Other than a Consultant's personal Perfectly Posh Consultant Replicated Website, they may not use the words "Perfectly Posh" or any of the Company's other Marks, phrases, or other trademarked or protected items in connection with any Web ID.

All Consultant enrollment links must link to a Consultant's personal Perfectly Posh Consultant Replicated Website. Enrollments may not occur on any website other than their personal Replicated Website.

SECTION 19

URLs, Email Naming, Blogs, Facebook, Social Media, YouTube, etc.

- 19.1 Consultants may not use the words "Perfectly Posh" or other Marks in any Web ID. In addition, they may not use words or Marks in any URL, email, or social media address that would directly or indirectly imply that it may be a Perfectly Posh corporate email, URL, or official corporate page. If they are out of compliance, Perfectly Posh will require them to change the Web ID, URL, or social media address. Failure to comply quickly or amicably will result in immediate cancellation. Any cost for changing marketing materials, including business cards, emails, websites, or advertising will be the Consultant's. Questions about compliance may be directed toward Posh Support via a Support Request in the Virtual Office before purchasing and creating any Web ID.
- 19.2 Consultants may use social networking sites, blogs, and other such forums to share information about Perfectly Posh and to conduct sales. All links for Consultant enrollment must redirect to a Consultant's personal Perfectly Posh Consultant Website.

SECTION 20

Media Inquiries

If a Consultant is approached by any media entity about Perfectly Posh, they must first contact Perfectly Posh and are not permitted to provide any statement, press release, or media announcement without the prior approval and/or written consent of the Company. Contact Perfectly Posh via a Support Request in the Virtual Office. Perfectly Posh reserves the right to refuse permission at its sole discretion. All Consultants must represent as independent and must in no way appear to represent the Company or Home Office.

SECTION 21

Returns

21.1 Return Applicability

- A. Only those products purchased directly from the Perfectly Posh website (www.perfectlyposh.com) and shipped directly to a Consultant and/or customer by the Company can be returned to the Company. Products sold to a customer by a Consultant, or ordered on behalf of a customer, from Consultant's cash and carry inventory must be returned to the Consultant who sold or ordered the merchandise. Perfectly Posh is unable to process these return requests. Only products purchased directly from the Company can be returned.
- B. Defective item(s) or items returned due to Company error, as determined by Perfectly Posh, may be returned to Perfectly Posh. Contact Perfectly Posh to receive your prepaid return shipping label.
- C. No refund is available for products damaged by abuse or misuse, or for merchandise sold on a close-out or clearance sale, or which is otherwise sold as a "special" or identified as nonrefundable.
- D. Consultants and/or customers whose packages are reported undelivered or lost need to initiate a search request with the carrier. When notifying our Posh Support team that your package has not been delivered, the search request information will be required. Perfectly Posh Support staff will then contact its fulfillment provider to initiate a search request with the carrier.
- E. Return requests that appear to abuse the return policy, in Posh's sole discretion, will not be eligible for a refund or exchange.
- F. No refund will be made for subsequent returns of the same product, except when the product is damaged or defective, as determined by Posh.
- G. Posh reserves the right to review each return or exchange on a case-by-case basis. Some returns may cause promotions, credits, volume, commissions, and bonuses to be adjusted or reversed.
- H. If a Consultant returns or exchanges \$300 or more in merchandise during any rolling 12 month period, the Company may treat the return as a cancellation return and may permanently cancel the Consultant's agreement.
- I. Perfectly Posh will not accept returns from Consultants who bulk buy and/or stock load for large events and/or parties. Consultants are held liable for all the inventory purchased and are not permitted to return excess stock to the company due to their inability to sell said product. Perfectly Posh's return policy is for the personal purchasing of its customers and Consultants; any Consultant who abuses or misuses the return policy may have their Consultant agreement permanently canceled.

21.2 Product Warranty Returns

If there are quality concerns with your product, please initiate a return using the procedures for returns below within 30 days of purchase. Products proven to be defective will be exchanged for a product of equal or lesser value.

21.3 Lost or Stolen Shipments

Posh provides tracking numbers for every package shipped. If your package is showing as delivered, but you have not received it, first contact your carrier to initiate a search request. After following the proper steps to locate your package with your carrier, contact our Posh Support team. Posh Support will work with our fulfillment partner to initiate a search request for packages that are missing. If after this process the package is not located, a claim may need to be filed, which will be done by our fulfillment provider. Additionally, you may also be required to file a report with your local police department in order for a replacement package to be sent. Lost and missing packages will not qualify after 45 days from the original order date.

21.4 Satisfaction Returns

If you don't love your purchase from Perfectly Posh, you may return it for Perks (excludes shipping) within 30 days from the date of purchase and if it is 50% unused (certain limitations and exclusions apply). The Consultant must use the return procedures below, which include obtaining an RMA and prepaying for the return shipping cost. Any products over 30 days from the date of sale are not eligible for return. Please see the return process below for additional detail.

Perfectly Posh does not accept the return of items purchased through the Portal store, tools, or marketing materials (including samples) for refund for any reason except upon a Consultant's cancellation of his or her business. Consultants may exchange them for credit only within 30 days of purchase if the item is in new and resalable condition and was not on sale, clearance, or closeout.

21.5 Procedure for Returns

The following procedures apply to all returns. Please follow the return policy guidelines to avoid delays.

- A. Returns without an approved RMA and prepaid shipping will be rejected and returned to the sender and/or destroyed.
- B. The customer or Consultant who purchased it directly from Perfectly Posh must return the products.
- C. The product(s) must be returned in its original container and not more than 50% consumed.
- D. Each return must have a Return Merchandise Authorization (RMA) number that may be obtained by filling out this form, calling Posh Support at 801.441.1744, emailing support@perfectlyposh.zendesk.com, or submitting the request via vo.perfectlyposh.com live chat services. The RMA information will be provided to you on the bottom of the Return Authorization Form issued to you by your Posh Support staff representative. This must be properly placed on the outside of each package with the number clearly visible; the top of the RMA form should be placed inside the package with the items being returned. Packages that are not properly labeled with the RMA information will be rejected and returned to the sender. Each order needs its own RMA form. You may return items from multiple orders in the same box, so long as each order has its accompanying RMA form. (For example, if you are returning 2 items from Order A and 1 item from Order B, you may send all items back to Perfectly Posh in the same box. Both Order A and Order B need their own RMA form included in the box.)
- E. The RMA slip provided to you is good for up to 10 business days from the date it was issued. RMA slips not used within the 10-day time limit may require a new one to be issued for the return.
- F. All returns must be shipped prepaid to Perfectly Posh as directed with the proper RMA label attached. Perfectly Posh does not accept COD packages. Any package sent COD will be rejected and returned to the sender.
- G. If a returned product is not received by Perfectly Posh's distribution center, it is the responsibility of the sender to trace and/or track the shipment. Perfectly Posh is not liable for items lost or damaged packages in transit. Further, Perfectly Posh recommends shipments be sent via a carrier who can provide tracking and insurance for at least the value of the items being returned.
- H. If the return results in a cash refund (instead of Perks), the Volume associated with the refund will be reduced in the month the return is received and accepted, which could impact the commission amount being reversed. However, if Perfectly Posh believes Volume is being manipulated with returns, in its sole discretion, Perfectly Posh reserves the right to retroactively reduce the Volume in the month the sale transaction initially occurred.
- I. **Perks or a refund will ONLY be issued once ALL of the above have been satisfied and the returned items have been fully processed.**

21.6 Starter Kit and Cancellation Returns

The return of a Consultant's Starter Kit must meet the same standards and criteria as is stated in the current return and replacement policy with the additional following provisions, and unless otherwise specified or directed by state law.

Upon receipt of returned Starter Kit, the Consultant will be reimbursed up to 90% of the net cost of the original purchase price. Neither shipping and handling charges incurred by a Consultant when the Starter Kit was purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account used when purchasing. Per Perfectly Posh's return policy, if a Consultant was paid a Commission based on a product(s) purchased, and such product(s) is subsequently returned for a refund, the Commission that was paid based on that product

purchase will be deducted from the amount of the refund or a future commission payout. Additionally, Perfectly Posh will permanently cancel any Consultant who voluntarily inactivates their account and returns their Starter Kit.

Additionally, if a Consultant returns or exchanges \$300 or more in merchandise during any rolling 12 month period, the Company may treat the return as a cancellation return and reserves the right to permanently cancel the Consultant's agreement (purchases from other Consultants or third parties are not subject to return and/or refund).

SECTION 22

Disciplinary Sanctions

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

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

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

SECTION 23

Breach of Contract Procedures

23.1 Conditional Obligations

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

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

- A. Notify the Consultant either verbally or in writing of the breach and providing a notice to cure the breach;
- B. Require from the Consultant additional assurances of future compliance;
- C. Withhold or deny recognition and accompanying rewards;

- D. Assess damages and withhold them from Commission payments;
- E. Suspend Consultant rights temporarily or permanently;
- F. Seek injunctive relief;
- G. Permanently cancel the Contract and Consultant account; and
- H. Seek damages and associated costs.

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

SECTION 24

General Provisions

24.1 Indemnification

Consultants are responsible for all verbal and written statements they make regarding Perfectly Posh products, services, and Pay Plan. Consultants will indemnify and hold Perfectly Posh harmless from any and all liability resulting from their actions while contracted as a Consultant or after permanent cancellation of said Agreement.

24.2 Confidentiality

All Consultant lists and information (including addresses, email addresses, telephone numbers etc.) are confidential and therefore the exclusive property of Perfectly Posh. Consultants may use the Consultant list of their downline solely for purposes of helping support their Perfectly Posh sales organization. Consultants are required to keep these lists confidential. Under no circumstances may a Consultant sell or share the list with any third party or disclose its contents to any third party other than as part of the sale of the business, which must be pre approved by the Company before contents can be disclosed. Additionally, any item or information received by a Consultant marked as confidential must be treated as such. Failure to do so could result in disciplinary action at the Company's sole discretion.

24.3 Governing Law, Jurisdiction, & Venue

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

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