



POLICIES AND PROCEDURES

Effective 10th February, 2018
United Kingdom



MONAT Global UK LTD

INTRODUCTION

1.1 - POLICIES AND PROCEDURES AND COMPENSATION PLAN INCORPORATED INTO MARKET PARTNER AGREEMENT

The Policies and Procedures, in their present form and as amended from time to time at the sole discretion of MONAT Global UK Ltd (“MONAT” or the “Company”), are incorporated into, and form an integral part of, the MONAT Market Partner Agreement. Throughout these Policies and Procedures, when the term “Agreement” is used, it collectively refers to the MONAT Market Partner Agreement, these Policies and Procedures, the MONAT Compensation Plan, and the MONAT Business Entity Registration Form (if applicable). These documents are incorporated by reference into the Agreement (all in their current form and as amended by MONAT from time to time). It is the responsibility of each Market Partner to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new Market Partner, it is the responsibility of the sponsoring Market Partner to ensure that the applicant is provided with, or has online access to, the most current version of these Policies and Procedures and the MONAT Compensation Plan prior to his or her execution of the Market Partner Agreement.

1.2 - PURPOSE OF POLICIES AND PROCEDURES

MONAT is a direct sales company that markets its products through Independent Market Partners (“Market Partner” or “Market Partners”). It is important to understand that your success and the success of your fellow Market Partners depends on the integrity of the individuals who market our products. To clearly define the relationship that exists between Market Partners and MONAT, and to explicitly set a standard for acceptable business conduct, MONAT has established the Agreement.

MONAT Market Partners are required to comply with all of the Policies and Procedures which MONAT may amend from time to time, at its sole discretion, as well as all applicable laws governing their MONAT business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by these Policies and Procedures. Please review the information in these Policies and Procedures carefully as they explain and govern your relationship, as an independent self-employed contractor, with the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from your Sponsor or from MONAT.

1.3 - CHANGES TO THE AGREEMENT

Because laws periodically change, and because our business environment evolves so rapidly, MONAT reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By signing the Market Partner Agreement, and joining MONAT as a Market Partner, and in consideration of accepting commissions, bonuses and awards from MONAT, a Market Partner agrees to abide by the most current version of these Policies and Procedures as they are amended by MONAT from time to time in its sole discretion. Amendments shall be effective seven (7) days after publication of a notice that Policies and Procedures have been amended, except that any amendments to a Market Partner’s financial obligations shall be effective sixty (60) days after publication of the notice. Amendments shall not apply retrospectively to any conduct that occurred prior to the effective date of the amendment. MONAT shall provide or make available to all Market Partners a complete copy of the amended Policies and Procedures by one or more of the following methods: (1) posting on the Company’s official web site; (2) electronic mail (e-mail); (3) posting in the Market Partner’s back office; (4) inclusion in Company periodicals; or (5) special mailings. By continuing to operate a Market Partner’s MONAT business or by accepting commission, bonuses or awards from MONAT, the Market Partner thereby

acknowledges the revised Policies and Procedures and agrees to abide by them.

1.4 - DELAYS

MONAT shall not be responsible for delays or failure in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labour difficulties, riot, war, fire, death, curtailment of a source of supply, or government decrees or orders.

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

1.6 - WAIVER

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of MONAT to exercise any right or power under the Agreement or to insist upon strict compliance by a Market Partner with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of MONAT's right to demand exact compliance with the Agreement. Waiver by MONAT can be effected only in writing by an authorised officer of the Company. MONAT's waiver of any particular breach by a Market Partner, or MONAT's waiver of any particular provision of the Market Partner Agreement including these Policies and Procedures, shall not affect or impair MONAT's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Market Partner. Nor shall any delay or omission by MONAT to exercise any right arising from a breach affect or impair MONAT's rights as to that or any subsequent breach.

The existence of any claim or cause of action of a Market Partner against MONAT shall not constitute a defence to MONAT's enforcement of any provision of the Agreement.

SECTION 2 - BECOMING A MARKET PARTNER

2.1 - REQUIREMENTS TO BECOME A MARKET PARTNER

To become a MONAT Market Partner, each applicant must:

- a) Be at least 18 years old;
- b) Reside in the United Kingdom or any country that MONAT has officially announced \ is open for business;
- c) Purchase a MONAT Starter Kit
- d) Submit a properly completed Market Partner Application and Agreement to MONAT online. The Company reserves the right to reject any applications for a new Market Partner or applications for renewal.

2.2 - BUSINESS KITS AND PRODUCT PURCHASES

Except for the purchase of a MONAT Starter Kit, no person is required to purchase MONAT products, services or sales aids, or to pay any charge or fee to become a Market Partner. In order to familiarise new Market Partners with MONAT products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Starter Kit. MONAT will repurchase resalable Starter Kits from any Market Partner who terminates his or her Market

Partner Agreement pursuant to the terms of Section 7.3.

2.3 - MARKET PARTNER BENEFITS

The benefits of being a Market Partner include the right to:

- a) Market MONAT products and profit from sales made by the Company to Customers introduced by the Market Partner
- b) Receive retail rebates/commissions on purchases by Customers;
- c) Participate in the MONAT Compensation Plan (receive bonuses and commissions, if eligible);
- d) Introduce VIP Customers to MONAT;
- e) Sponsor other individuals as Market Partners into the MONAT business and thereby build a Marketing Organisation and progress through the MONAT Compensation Plan;
- f) Receive periodic MONAT literature and other MONAT communications;
- g) Participate in MONAT-sponsored support, service, training, motivation and recognition functions, upon payment of appropriate charges, if applicable; and
- h) Participate in promotional and incentive contests and programmes sponsored by MONAT for its Market Partners.

2.4 - TERM AND RENEWAL OF THE AGREEMENT

The term of the Market Partner Agreement is one year from the date of its acceptance by MONAT (subject to prior termination pursuant to Section 10). Market Partners may renew their Market Partner Agreement each year by paying an annual renewal fee of £18 (including VAT), on or before the anniversary date of their Market Partner Agreement. If the renewal fee is not paid within 30 days after the expiration of the then-current term of the Market Partner Agreement, the Market Partner Agreement will be cancelled. Once the Market Partner Agreement is cancelled the Market Partner's downline will compress to the Upline and will not be replaced if the Market Partner later decides to reinstate their account. The renewal fee will be automatically charged to the Market Partner's credit card on file with MONAT. Market Partners may renew through their MONAT Back Offices. Upon termination of the Market Partner Agreement for non-payment of the renewal fee (either because the charge to the Market Partner's credit card is rejected, the card on file is no longer active, or for any other reason), the Market Partner may reinstate their account with the £18 renewal fee (including VAT) within 15 days of termination. After 15 days but within 30 days of termination, the account will have a reinstatement fee of £18 (including VAT). After 30 days, reinstatement will not be permitted, and the Market Partner's entire downline will be compressed and will "roll up" to the next Upline Market Partner. The terminated Market Partner will have to wait six-months before being eligible for consideration to enrol again.

SECTION 3 - OPERATING A MONAT BUSINESS

3.1 - ADHERENCE TO THE MONAT POLICIES AND PROCEDURES

Market Partners shall not offer the MONAT opportunity through, or in combination with, any other system, programme, sales tool, or method of marketing other than that specifically set forth in official MONAT literature. Market Partners shall not require or encourage other current or prospective Market Partners or VIP Customers to participate in MONAT in any manner that

varies from the programme as set forth in official MONAT literature. Market Partners shall not require or encourage other current or prospective Market Partners or VIP Customers to execute any agreement or contract other than official MONAT agreements and contracts in order to become a MONAT Market Partner or VIP Customer. Similarly, Market Partners shall not require or encourage other current or prospective Market Partners to make any purchase from, or payment to any individual or other entity to participate in the MONAT Compensation Plan other than those purchases or payments identified as recommended or required in official MONAT literature.

3.2 - ADVERTISING

3.2.1 - GENERAL

All Market Partners shall safeguard and promote the good reputation of MONAT and its products. The marketing and promotion of MONAT, the MONAT opportunity, the Compensation Plan, and MONAT products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Market Partners must comply with MONAT's Brand Mark Guidelines; they can download a copy from the Resource Library in their Back Office.

However, to promote both the products and the tremendous opportunity that MONAT offers, Market Partners are strongly encouraged to use the sales aids and support materials produced by MONAT, which are available for purchase through their Back Office. The rationale behind this requirement is simple: MONAT has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that each aspect of MONAT is fair, truthful, substantiated, and complies with the relevant legal requirements laws. If MONAT Market Partners were allowed to develop their own sales aids and promotional materials, notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a MONAT business is almost certain. These violations, although they may be relatively few in number, would jeopardise the MONAT opportunity for all Market Partners.

Accordingly, Market Partners must not produce their own literature, advertisements, sales aids, business tools, promotional materials, or Internet web pages. Nor may Market Partners use any literature, advertisements, sales aids, business tools, promotional materials, or Internet web pages obtained from any source other than the Company. Market Partners may download and obtain approved promotional materials through the Back Office.

3.2.2 - ONLINE CONDUCT

A. NO INDEPENDENT WEBSITES

No Market Partner may independently design a website that uses the names, logos, or product descriptions of MONAT or otherwise promotes (directly or indirectly) MONAT products or the MONAT opportunity. A Market Partner shall not use "blind" ads on the Internet that make product or income claims which are ultimately associated with MONAT products, the MONAT opportunity, or the MONAT Compensation Plan. The use of any other Internet website or web page (including without limitation auction sites such as eBay) in any way to promote the sale of MONAT products, the MONAT opportunity, or the Compensation Plan is a breach of these Policies and Procedures and may result in any of the disciplinary sanctions set forth in Section 8.1.

B. REPLICATED WEBSITES

If a Market Partner wishes to use an Internet web page to promote his or her business, he or

she may do so through the Company's replicated website programme only. This programme permits Market Partners to advertise on the Internet and can be personalised with the Market Partner's message and the Market Partner's contact information. These websites seamlessly linked directly to the official MONAT website giving the Market Partner a professional and Company-approved presence on the Internet.

There is no additional charge for the Replicated Website. Market Partners are solely responsible and liable for the content they add to their Replicated Websites and must regularly review the content to ensure it is accurate and relevant.

Market Partners may not alter the branding, artwork, look, or feel of their Replicated Websites, and may not use their Replicated Websites to promote, market or sell non-MONAT products, services or business opportunities. Specifically, a Market Partner may not alter the look (placement, sizing etc.) or functionality of the following:

- The MONAT Independent Market Partner Logo
- The Market Partner's Name
- MONAT Corporate Website Redirect Button
- Artwork, logos, or graphics
- Original text.

Because Replicated Websites reside on the myMONAT.com domain, MONAT reserves the right to receive analytics and information regarding the usage of your Replicated Website.

By default, a Market Partner's MONAT Replicated Website URL is www.myMONAT.com/<Market Partner ID#>. The Market Partner must change this default ID and choose a uniquely identifiable website name that cannot:

- Be confused with other portions of the MONAT corporate website;
- Confuse a reasonable person into thinking they have landed on a MONAT corporate page;
- Be confused with any MONAT name;
- Contain any discourteous, misleading, or off-colour words or phrases that may damage MONAT's image.

Market Partners may not monetise their Replicated Websites through affiliate programmes, adSense or similar programmes.

C. DOMAIN NAMES AND EMAIL ADDRESSES

Market Partners may not use or attempt to register any of MONAT's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name. Nor may Market Partners incorporate or attempt to incorporate any of the Company's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, into any email address except in manner approved by the company.

D. LINKING

When directing web traffic to a MONAT Replicated Website it must be evident from a combination of the link and the surrounding context that the link will be connecting to the site of an independent MONAT Market Partner. Attempts to mislead web traffic into believing they are going to a MONAT corporate site, when in fact they land at a Market Partner's Replicated Website, will not be allowed. The determination as to what is misleading to a reasonable reader

or user of the site will be determined by MONAT in its sole discretion.

E. ONLINE CLASSIFIEDS

Market Partners may not use online classifieds (including Craigslist) to list, sell or retail specific MONAT products or product bundles. Market Partners may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the MONAT business opportunity, provided that MONAT-approved templates/images are used. These templates will identify the Market Partner as an Independent MONAT Market Partner. If a link or URL is provided, it must link to the Market Partner's Replicated Website.

F. EBAY / ONLINE AUCTIONS

MONAT products may not be listed on eBay or other online auctions, nor may Market Partners enlist or knowingly allow a third party to sell MONAT products on eBay or other online auction.

G. BUY AND SELL SITES

All Market Partners wishing to use any online marketing or sales channels must meet MONAT's quality standards including ensuring consumer protection is protected. MONAT prohibits the listing or selling of MONAT products on buy and sell sites such as Amazon, eBay, Facebook Groups, and other buy/trade/swap pages or social media platforms. The retailing of any MONAT products through these sites or platforms is a serious violation and will result in sanctions up to and including the suspension or termination of your MONAT account. MONAT does permit the use of these forums to help promote and advertise an Independent Market Partner's availability, the MONAT opportunity and MONAT products. (Please refer to 3.6.2 – Product Claims and 3.6.3 - Income Claims for further guidance.)

H. BANNER ADVERTISING

Market Partners may place banner advertisements on a website provided the Market Partner uses MONAT-approved templates and images. All banner advertisements must link to a Market Partner's Replicated Website. Market Partners may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with MONAT products or the MONAT opportunity.

I. SPAM LINKING

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments that a Market Partner makes on blogs, forums, guest books etc. must be unique, informative and relevant.

J. DIGITAL MEDIA SUBMISSION

Market Partners may upload, submit or publish MONAT-related video, audio or photo content that they develop and create so long as it aligns with MONAT values, contributes to the MONAT community greater good and is in compliance with these Policies and Procedures. All submissions must clearly identify the submitter as an Independent MONAT Market Partner in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that the submitter is solely responsible for this content. Market Partners may not upload, submit or publish any content (video, audio, presentations or any computer files) received from MONAT or captured at official MONAT events or in buildings owned or operated by MONAT without prior written permission.

K. SPONSORED LINKS / PAY-PER-CLICK (PPC) ADS

Sponsored links or pay-per-click ads (PPC) are not acceptable.

L. SOCIAL MEDIA

In addition to meeting all other requirements specified in these Policies and Procedures, should a Market Partner utilise any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, Instagram, or Pinterest, the Market Partner agrees to each of the following:

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Market Partner's MONAT Replicated Website.
- It is each Market Partner's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- Any social media site that is directly or indirectly operated or controlled by a Market Partner that is used to discuss or promote MONAT's products or the MONAT opportunity may not link to any website, social media site, or site of any other nature, other than the Market Partner's MONAT replicated website.
- During the term of this Agreement and for a period of 12 calendar months thereafter, a Market Partner may not use any social media site on which they discuss or promote, or have discussed or promoted, the MONAT business or MONAT's products to directly or indirectly solicit MONAT Market Partners for another direct selling or network marketing programme (collectively, "direct selling"). In furtherance of this provision, a Market Partner shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Market Partners relating to the Market Partner's other direct selling business activities. Violation of this provision shall constitute a violation of the nonsolicitation provision in Section 3.10 below.
- A Market Partner may post, "pin" or "tag" photographs of MONAT products on a social media site, but only photos that are provided by MONAT and downloaded from the Market Partner's Back-Office may be used.

If a Market Partner creates a business profile page on any social media site that promotes or relates to MONAT, its products, or opportunity, the business profile page must relate exclusively to the Market Partner's MONAT business and MONAT products. If the Market Partner's MONAT business is cancelled for any reason or if the Market Partner becomes inactive, the Market Partner must deactivate the business profile page.

M. ENTICEMENTS FOR ENROLLMENT

MONAT does not permit the use of any publically shared enticements as a means of encouraging or enticing enrolment in MONAT or as an incentive to purchase MONAT products. Such unacceptable enticements include raffles, giveaways, buy-outs, and other similar forms of enticements. Any publically shared social media posts, announcements or giveaways are unacceptable and an attempt to "buy the business" and are not permitted by MONAT or its Field Leaders. MONAT, however, does allow personally negotiated offers (such as offering product samples) between a Market Partner and her or his prospects. MONAT also allows earned incentives offered by a Market Partner to a member of that Market Partner's team as a deserved bonus or award for things such as earned rank advancement, promotions and recognition.

3.2.3 - TELEPHONE DIRECTORY LISTINGS AND TELEPHONE ANSWERING

Market Partners may list themselves as an "Independent MONAT Market Partner" in the white

or yellow pages of the telephone directory, or with online directories, under their own name. No Market Partner may place telephone or online directory display ads using MONAT's name or logo. Market Partners may not answer the telephone by saying "MONAT", "MONAT Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of MONAT. A Market Partner may use the phrase "Independent MONAT Market Partner" in telephone greetings or on an answering machine or voicemail system to clearly separate the Market Partner's independent MONAT business from MONAT.

If a Market Partner wishes to post his or her name in a telephone or online directory, it must be listed in the following format:

Market Partner's Name
Independent MONAT Market Partner

3.2.4 - TRADEMARKS AND COPYRIGHTS

The name of MONAT and other names as may be adopted by MONAT are proprietary trade names, trademarks and service marks of MONAT (collectively "marks"). As such, these marks are of great value to MONAT and are supplied to Market Partners for their use only in an expressly authorised manner. MONAT will not allow the use of its trade names, trademarks, designs, or symbols by any person, including MONAT Market Partners, without its prior, written permission. As an independent Market Partner, you may use the MONAT name in the following manner

Market Partner's Name
Independent MONAT Market Partner

Example:
Alice Smith
Independent MONAT Market Partner

The content of all Company sponsored events is copyrighted material. Market Partners may not produce for sale or distribution any recorded Company events and speeches without written permission from MONAT; nor may Market Partners reproduce for sale or for personal use any recording of Company produced audio or video tape presentations.

3.2.5 - MEDIA AND MEDIA INQUIRIES

Market Partners must not attempt to respond to media inquiries regarding MONAT, its products or their independent MONAT business. All inquiries by any type of media must be immediately referred to the MONAT Head Office. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

3.2.6 - TELEVISION AND RADIO ADVERTISING

Market Partners must not utilise radio or television media for the advertising, distribution or promotion of MONAT products or opportunity without the express written consent of MONAT. In the event that MONAT does grant permission for the use of such media, MONAT must have final authority on every stage of the productions process with full rights to all recordings.

3.2.7 - UNSOLICITED EMAIL

MONAT does not permit Market Partners to send unsolicited marketing emails unless such emails strictly comply with applicable laws and regulations. Any email sent by a Market Partner that

promotes MONAT, the MONAT opportunity, or MONAT products must comply with the following:

- a) The Market Partner must hold the recipient's consent to receive marketing emails.
- b) There must be a functioning return email address to the sender.
- c) 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).
- d) The email must include the Market Partner's physical mailing address.
- e) The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- f) The use of deceptive subject lines and/or false header information is prohibited.
- g) All opt-out requests, whether received by email or regular mail, must be honoured. If a Market Partner receives an opt-out request from a recipient of an email, the Market Partner must forward a copy of the opt-out request to the Company.

MONAT may periodically send marketing emails on behalf of Market Partners to recipients who have provided relevant consents to Market Partner. By entering into the Market Partner Agreement, Market Partner agrees that the Company may send such emails and that the Market Partner's physical and email addresses will be included in such emails as outlined above. Market Partners shall honour opt-out requests generated as a result of such emails sent by the Company.

3.2.8 - UNSOLICITED FAXES

Except as provided in this section, Market Partners may not use or transmit unsolicited faxes or use an automatic telephone dialing system in connection with the operation of their MONAT businesses. The term "unsolicited faxes" means the transmission via fax of any material or information advertising or promoting MONAT, its products, the Compensation Plan or any other aspect of the company which is transmitted to any person, except that any person with whom the Market Partner has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between a Market Partner and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Market Partner; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party. The term "automatic telephone dialing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

3.3 - BONUS BUYING PROHIBITED

Bonus buying is strictly prohibited. "Bonus buying" includes: (a) the enrolment of individuals or entities without the knowledge, or execution of an Independent Market Partner Application and Agreement by such individuals or entities; (b) the fraudulent enrolment of an individual or entity as a Market Partner; (c) the enrolment or attempted enrolment of non-existent individuals or entities as Market Partners; (d) purchasing MONAT products on behalf of another Market Partner or under another Market Partner's I.D. number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of MONAT products that cannot reasonably be used or resold in a month; and (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that are not driven by bona fide product purchases by end consumers. MONAT Market Partners may not personally purchase more than £1000 in products per month unless they can certify in writing upon request by the company, that they have pending retail orders in excess of that amount, or they can provide MONAT with other written reasons as to why such a purchase is necessary. In such an event, the Market Partner shall be

required to provide written records of all such retail sales at the written request of MONAT. In addition, Market Partners certify with each new product order that they have sold or consumed a minimum of 70% of all product purchased in prior orders. MONAT reserves the right to verify resale of product inventory and inspect documentation of Customer sales. MONAT Market Partners are not required to carry an inventory of products or sales aids.

3.4 - BUSINESS ENTITIES

A company (Ltd) or partnership (collectively referred to in this section as a “Business Entity”) may apply to be a MONAT Market Partner by submitting a properly completed Market Partner Application and Agreement and a properly completed Business Entity Registration Form, which can be downloaded from the Back Office. If a Market Partner enrolls online, the Entity Documents and Business Entity Registration Form must be submitted to MONAT within 30 days of the online enrolment (if not received within the 30-day period, the Market Partner Agreement shall automatically terminate). The Business Entity Registration Form must be signed by all of the shareholders or partners. The Business Entity and its shareholders or partners, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively “Affiliated Parties”) are individually, jointly and severally liable for any indebtedness to MONAT, compliance with the MONAT Policies and Procedures, compliance with the Market Partner Agreement, and all other obligations to MONAT hereunder.

To prevent the circumvention of Section 3.28 (which prohibits the sale, transfer, or assignment of a MONAT business), additional partners, shareholders, members or other Affiliated Parties may be added to a Business Entity only upon the written approval of the Company. If a partner, shareholder, member or other Affiliated Party is added without the Company’s approval, the Market Partner Agreement may be cancelled at the Company’s discretion. There is a £50 fee for each change requested, which must be included with the written request and completed Market Partner Application and Agreement. MONAT may, at its discretion, require satisfactory evidence of the interest of the Affiliated Party in the Market Partner before implementing any changes to a MONAT business. Please allow thirty (30) days after the receipt of the request by MONAT for processing. Note that the changes permitted within the scope of this section do not include a change of sponsorship. Changes of sponsorship are addressed at Section 3.5 below.

3.4.1 - CHANGES TO A BUSINESS ENTITY

A Market Partner may change his, her or its status under the same Sponsor from an individual to a Business Entity or from one type of Business Entity to another. There is £50 fee for each change requested, which must be included with the written request and the completed Market Partner Application and Agreement. Such changes shall be processed only once per year and must be submitted by 1st December to become effective on 1st January of the following year. In addition, Market Partners operating their MONAT businesses utilising a Business Entity must notify MONAT of the addition or removal of any officers, directors, shareholders, managers, members or other Affiliated Parties of the Business Entity.

3.5 - CHANGE OF SPONSOR

To protect the integrity of all Market Partner organisations and safeguard the hard work of all Market Partners, MONAT strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical to the success of every Market Partner and to MONAT. Therefore, the transfer of a MONAT business from one sponsor to another is not permitted except during the initial thirty (30) day period immediately following the date that a Market Partner first joins MONAT. Sponsor changes are not permitted after such initial thirty (30) day period. Permitted Sponsor changes are limited to instances where a Market Partner made a mistake in choosing

the correct Sponsor while completing the MONAT online application. All Sponsor change requests must be approved not only by the Company, but also by each Sponsor affected by the requested change. In order to request a Sponsor change, a Market Partner must complete a Sponsor Request Change Form and email it to the Company's Compliance Department at: Compliance@MonatGlobal.com.

3.5.1 - CANCELLATION AND RE-APPLICATION

A Market Partner may legitimately change organisations by voluntarily terminating his or her MONAT Market Partner Agreement and remaining inactive (i.e., no purchases of MONAT products for resale, no sales of MONAT products, no sponsoring, no attendance at any MONAT functions, and no participation in any other form of Market Partner activity, or operation of any other MONAT business) for six (6) full calendar months. Following the six month period of inactivity, the former Market Partner may reapply under a new Sponsor, however, the former Market Partner's Marketing Organisation will remain in the original line of sponsorship. MONAT will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to MONAT in writing to Compliance@MonatGlobal.com.

3.5.2 - NON-CIRCUMVENTION; WAIVER OF CLAIMS

In the event a Market Partner circumvents the above policies regarding change of Sponsor and changes to a Business Entity, and another downline organisation has been developed in the second business developed by a Market Partner, MONAT reserves the sole and exclusive right to determine the final disposition of the downline organisation. Resolving conflicts over the proper placement of a downline that has developed under an organisation that has improperly switched sponsors is often extremely difficult. Therefore, MARKET PARTNERS WAIVE ANY AND ALL CLAIMS AGAINST MONAT, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM MONAT'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANISATION THAT DEVELOPS BELOW AN ORGANISATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

3.6 - UNAUTHORISED CLAIMS AND ACTIONS

3.6.1 - INDEMNIFICATION

A Market Partner is fully responsible for all of his or her verbal and written statements made regarding MONAT products and the Compensation Plan that are not expressly contained in official MONAT 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. Market Partners agree to indemnify MONAT and its directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, legal costs, court costs or lost business incurred by MONAT as a result of the Market Partner's unauthorised representations or actions. This provision shall survive the termination of the Market Partner Agreement.

3.6.2 - PRODUCT CLAIMS

No claims (which include personal testimonials) as to the beneficial properties of any products offered by MONAT may be made except those contained in official MONAT literature. In particular, Market Partners may make no claims that MONAT products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medicinal claims. Not only are such claims in violation of the Market Partner Agreement, they are also unlawful: MONAT products are not medicinal products and no medicinal claims of any

nature may be made in relation to MONAT products.

3.6.2 A - PRODUCT CLAIMS

MONAT strongly encourages all of its Market Partners to promote the benefits of MONAT's revolutionary products and its cutting edge Market Opportunity. Market Partners may not make product comparisons against the products of other companies, except as specifically set forth in official MONAT marketing materials. Any other product comparisons made by a Market Partner are prohibited and are a violation of these Policies and Procedures and may result in potential legal claims for trademark infringement and defamation against the Market Partner making such comparisons, as well claims against MONAT.

3.6.3 - INCOME CLAIMS

In their enthusiasm to enrol prospective Market Partners, some Market Partners are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of direct selling. This is counterproductive because new Market Partners may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At MONAT we firmly believe that the MONAT business opportunity is highly attractive without reporting the earnings of others. Average earnings for Market Partners may also vary from country to country and accordingly a Market Partner may not use any earnings statements (including the Company's US Income Disclosure Statement) prepared by the Company for specific use in one country, in any other country.

Moreover, while Market Partners may believe it beneficial to provide copies of their payment records, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact MONAT as well as the Market Partner making the claim. Because MONAT Market Partners do not have the data necessary to comply with the legal requirements for making income claims, a Market Partner, when presenting or discussing the MONAT opportunity or Compensation Plan to a prospective Market Partner, may not make income projections, income claims, or disclose his or her MONAT income (including the showing of their MONAT Payment Card records, Back office records, bank statements, or tax records).

3.6.4 - COMPENSATION PLAN CLAIMS

When presenting or discussing the MONAT Compensation Plan, Market Partners must make it clear to prospective Market Partners that financial success with MONAT requires commitment, effort, and sales skill. Conversely, Market Partners must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- It's a turnkey system;
- The system will do the work for you;
- Just get in and your downline will build through spillover;
- Just join and I will build your downline for you;
- The company does all the work for you;
- You don't have to sell anything; or
- All you have to do is buy your products every month.

The above are just examples of improper representations about the Compensation Plan. It is important that Market Partners do not make these or any other representations that could lead a prospective Market Partner to believe that he or she can be successful as a MONAT Market

Partner without commitment, effort, and sales skill.

3.7 - REPACKAGING AND RE-LABELING PROHIBITED

MONAT products may only be sold in their original packaging. Market Partners may not repackage, re-label, or alter the labels on MONAT products. Tampering with labels/packaging could be unlawful and may result in civil or criminal liability. Market Partners may affix a personalised sticker with the Market Partner's personal/contact information to each product or product container, as long as this is done without removing existing labels or covering any text, graphics, or other material on the product label.

3.8 - COMMERCIAL OUTLETS

Market Partners may market MONAT products from a commercial outlet, and may display MONAT products or literature in a retail or service establishment but only as outlined below.

Market Partners may market MONAT products from service establishments that are open to the public on an appointment basis and the MONAT products (or literature) are not displayed in locations that are accessible to the general public (i.e. the individual stall or reception area is acceptable but in the window is not acceptable).

Online auction and/or sales facilitation websites, including but not limited to eBay, Amazon and Craig's List constitute Commercial Outlets, and may not be used to sell MONAT products.

3.9 - TRADE SHOWS, EXPOSITIONS AND OTHER SALES FORUMS

Market Partners may display and market MONAT products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Market Partners must contact the MONAT Head Office and obtain permission in writing for conditional approval, as MONAT's policy is to authorise only one MONAT business per event. Final approval will be granted to the first Market Partner who submits an official advertisement of the event, a copy of the contract signed by both the Market Partner and the event official and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any request to participate in future events must again be submitted to the Market Partner Support Department at UKMonatSupport@monatglobal.com. MONAT further reserves the right to refuse authorisation to participate at any function which it does not deem a suitable forum for the promotion of its products or the MONAT opportunity. Approval will not be given for swap meets, garage sales, car boot sales, flea markets or farmer's markets as these events are not conducive to the professional image MONAT wishes to portray.

3.10 - CONFLICTS OF INTEREST

3.10.1 - NON-SOLICITATION

MONAT Market Partners are free to participate in other direct selling ventures or marketing opportunities including party plan, network marketing and multilevel marketing, as long as they keep their organisations and downlines separate. During the period that a MONAT Market Partner operates an independent MONAT business and continues to receive commission or bonus payments from MONAT in connection with that independent MONAT business (the "Term of the Agreement") Market Partners may not directly or indirectly, recruit any other MONAT Market Partner or VIP Customer for any other direct selling business.

In consideration of the benefits that MONAT provides to all Market Partners, including without limitation, websites, marketing assistance and training, commission payments and other incentives, and for the added benefits provided to higher ranking Market Partners, for a period

of (i) six (6) months for all Market Partners below the rank of Market Mentor; and (ii) twelve (12) months for all Market Partners ranked Market Mentor and above, following the Term of the Agreement, Market Partners may not recruit, directly or indirectly, any MONAT Market Partners or VIP Customers for any other direct selling, multi-level, network marketing, or relationship marketing company.

The term “recruit” means the actual or attempted sponsorship, solicitation, enrolment, encouragement, or any effort to influence in any other way, either directly or indirectly (i.e., through a third party), another MONAT Market Partner or VIP Customer to enrol or participate in another multilevel marketing, network marketing, relationship marketing or direct sales opportunity.

Market Partners and the Company recognise that because network marketing is conducted through networks of independent contractors dispersed across the entire United Kingdom and internationally, 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, Market Partners and MONAT agree that the non-solicitation provision set forth in this Section 3.10.1 shall apply nationwide and to all international markets in which MONAT Market Partners are located.

The provisions of this Section 3.10.1 shall survive the Term of the Agreement, and the termination of a Market Partner’s association with MONAT, for a period of (i) six (6) months for all Market Partners below the level of Market Mentor; or (ii) twelve (12) months for all Market Partners at a level of Market Mentor or above.

3.10.2 - SALE OF COMPETING GOODS

Market Partners must not sell, or attempt to sell, any competing non-MONAT products to other Market Partners or VIP Customers. Any product in the same generic categories as MONAT products is deemed to be competing (e.g. any hair or beauty product similar to MONAT is a competing product) regardless of differences in cost, quality, ingredients or other distinguishing factors.

3.10.3 - MARKET PARTNER PARTICIPATION IN OTHER DIRECT SELLING PROGRAMS

If a Market Partner is engaged in other non-MONAT direct selling programmes, it is the responsibility of the Market Partner to ensure that his or her MONAT business is operated entirely separate and apart from any other programme in which the Market Partner participates. To this end, Market Partners shall:

- a) Not display MONAT promotional materials, sales aids, or products with or in the same location as any non-MONAT promotional materials, sales aids, products or services.
- b) Not offer the MONAT opportunity or products to prospective or existing VIP Customers or Market Partners in conjunction with any non-MONAT programme, opportunity, product or service.
- c) Not offer any non-MONAT opportunity, products, services, or opportunity at any MONAT- related meeting, seminar, convention, webinar, teleconference or other function.
- d) Not target or share non-MONAT opportunities or products with MONAT Market Partners or VIP Customers via current or new Facebook pages or any social media outlets.
- e) Not transfer their business or use other names or ID numbers (including that of a spouse, relative, household member, business or others legal entity such as a corporation or trust), to evade or circumvent the above policies.

- f) Not display or bundle MONAT products or services in sales literature, on a website, social media or in sales meetings with any other products or services.

MONAT Founders who receive Founder Pool bonuses or payments, Motor Club Members, Associate Executive Directors, Executive Directors and Senior Executive Directors are looked to by the sales field for guidance and MONAT holds them to the highest standards. Therefore, all such individuals are prohibited from participating in any other direct selling, relationship marketing or multilevel marketing programmes as an independent representative or employee.

A violation of any of the provisions in this Section 3.10.3 shall constitute unreasonable and unwarranted interference in the contractual relationship between MONAT and its Market Partners and would cause irreparable harm to MONAT. In such event, MONAT may, at its sole discretion, impose any sanction it deems necessary or appropriate against such Market Partner, or seek immediate injunctive relief. Such sanction may include, without limitation, suspension of commissions and bonuses, restriction from MONAT events and recognition or termination of a Market Partner's MONAT independent distributorship.

3.10.4 - MARKET PARTNER ACTIVITY (GENEALOGY) REPORTS—CONFIDENTIAL INFORMATION

“Confidential Information” includes, but is not limited to, Market Partner Activity Reports, the identities of MONAT VIP Customers and Market Partners, contact information of MONAT VIP Customer and Market Partners, Market Partners' sales volume information. Confidential Information is, or may be available for Market Partner access and viewing at the Back Office of each Market Partner's replicated MONAT website. Market Partner access to such Confidential Information is password protected. All Market Partner Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to MONAT. Market Partner Activity Reports are provided to Market Partners in strictest confidence and are made available to Market Partners for the sole purpose of assisting Market Partners in working with their respective Marketing Organisations in the development of their MONAT businesses. Market Partners may not use any Confidential Information for any purpose other than for developing their independent MONAT businesses. Where a Market Partner participates in other direct selling or multilevel marketing ventures, the Market Partner is not eligible to have access to certain Confidential Information, including, but not limited to, Downline Genealogy Reports. Market Partners should use the Confidential Information to assist, motivate, and train their downline Market Partners, and for no other purpose. In so doing, a Market Partner may not disclose the Confidential Information to any third party, including, without limitation, his or her downline Market Partners. The Market Partner and MONAT agree that, but for this agreement of confidentiality and nondisclosure, MONAT would not provide Confidential Information (including Market Partner Activity Reports) to the Market Partner.

To protect the Confidential Information, a Market Partner shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- a) Directly or indirectly use or disclose any Confidential Information to any third party;
- b) Directly or indirectly disclose, to any individual, partnership, association, corporation, or other entity, the password or other access code to his or her Back Office;
- c) Use any Confidential Information to compete with MONAT or for any purpose other than promoting or supporting his or her MONAT business; or
- d) Recruit or solicit any MONAT Market Partner or VIP Customer listed on any Market Partner Activity Report or any other report in the Market Partner's Back Office, or in any manner attempt to influence or induce any such Market Partner or VIP Customer to alter his or her business relationship with MONAT.

The obligation of a Market Partner to not disclose any Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether a Market Partner's Agreement has been terminated, or whether the Market Partner is or is not otherwise affiliated with the Company.

3.11 - TARGETING OTHER DIRECT SELLERS

MONAT does not permit Market Partners specifically or consciously targeting the sales force of another direct sales company to sell MONAT products or to become Market Partners for MONAT nor does MONAT permit Market Partners 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. These practices would clearly violate the Code of Ethics we agree to as members of The Direct Selling Association. Should Market Partners engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit is brought against a Market Partner alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, or if a Market Partner agrees to any arbitration or mediation process in relation to any such claims, MONAT will not pay any of the Market Partner's costs including any legal fees, nor will MONAT indemnify the Market Partner for any judgment, award or settlement.

3.12 - CROSS-SPONSORING

Actual or attempted cross-sponsoring is strictly prohibited. "Cross-sponsoring" is defined as the enrolment of an individual or entity that already has a current Market Partner Agreement in place with MONAT or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, assumed names, corporations, partnerships, trusts, ID numbers, fictitious ID numbers or any straw-man or other artifice to circumvent this policy is prohibited. Market Partners shall not demean, discredit or defame other MONAT Market Partners in an attempt to entice another Market Partner to become part the first Market Partner's Marketing Organisation.

If Cross-Sponsoring is discovered, it must be brought to the Company's attention immediately. MONAT may take disciplinary action against the Market Partner that changed organisations and/ or those Market Partners who encouraged or participated in the Cross-Sponsoring. MONAT may also move all or part of the offending Market Partner's Marketing Organisation to his or her original marketing Organisation if the Company deems it equitable and feasible to do so. However, MONAT is under no obligation to move the Cross-Sponsored Market Partner's Marketing Organisation, and the ultimate disposition of the organisation remains within the sole discretion of MONAT. Market Partners waive all claims and causes of action against MONAT arising from or relating to the disposition of the Cross-Sponsored Market Partner's Marketing Organisation.

3.13 - ERRORS OR QUESTIONS

If a Market Partner has questions about or believes any errors have been made regarding commissions, bonuses, Market Partner Activity Reports, or charges, the Market Partner must notify MONAT in writing within 60 days of the date of the purported error or incident in question. MONAT will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

3.14 - GOVERNMENTAL APPROVAL OR ENDORSEMENT

No Government office approves or endorses any direct selling or network marketing companies or programmes. Therefore, Market Partners shall not represent or imply that MONAT or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any

government or agency.

3.15 - HOLDING APPLICATIONS OR ORDERS

Market Partners must not manipulate enrolments of new applicants and purchases of products. All Market Partner Applications and Agreements must be sent to MONAT within 72 hours if they have not been enrolled online. Likewise, all product orders must be submitted to MONAT within 72 hours from the time that they are placed by Customers.

3.16 - IDENTIFICATION

Upon enrolment, the Company will provide a unique Market Partner Identification Number to the Market Partner by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses.

3.17 - INCOME TAXES

Each Market Partner is responsible for paying all taxes on any income generated as an Independent Market Partner.

MONAT cannot provide Market Partners with any personal tax advice. Market Partners should consult with their own accountant or other tax professional.

3.18 - INDEPENDENT CONTRACTOR STATUS

Market Partners are self-employed independent contractors. The agreement between MONAT and its Market Partners does not create an employer/employee relationship, partnership, or joint venture between the Company and the Market Partner. A Market Partner shall not be treated as an employee for his or her services or for any tax purposes. All Market Partners are responsible for paying taxes due from all remuneration earned as a Market Partner of the Company. The Market Partner has no authority (expressed or implied), to bind the Company to any obligation. Each Market Partner shall establish his or her own goals, hours, and methods of sale, so long as he or she complied with the terms of the Consultant Agreement, these Policies and Procedures, and applicable laws.

3.19 - INSURANCE

A Market Partner may wish and we recommend you arrange insurance coverage for his or her business activities. Homeowner's insurance policies typically do not cover business related injuries or the theft of or damage to inventory or business equipment, and domestic car insurance may not cover business use. Market Partners are advised to contact their insurance agents to make certain that their business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to the Market Partner's homeowner's policy.

The Company maintains insurance to protect against product liability claims. The Company's product liability policy does not extend coverage to claims that arise as a result of a Market Partner's misconduct in marketing the products.

3.20 - INTERNATIONAL MARKETING

Because of the critical legal and tax considerations, MONAT must limit the resale of MONAT products and the presentation of the MONAT business to prospective VIP Customers and Market Partners located within those countries that the Company has announced are officially open

for business. Moreover, allowing a few Market Partners to conduct business in markets not yet opened by MONAT would violate the concept of affording every Market Partner the equal opportunity to expand internationally.

Accordingly, Market Partners are authorised to sell MONAT products, and enrol VIP Customers and Market Partners only in those countries in which MONAT is authorised to conduct business and has officially launched for that purpose, as announced in official Company literature. MONAT products or sales aids cannot be shipped into or sold in any other country. Market Partners may sell, give, transfer, or distribute MONAT products or sales aids only in their home country. In addition, no Market Partner may, in any unauthorised country; (a) conduct sales, enrolment or training meetings; (b) enrol or attempt to enrol potential Market Partners; or (c) conduct any other activity for the purpose of selling MONAT products, establishing a Marketing Organisation, or promoting the MONAT opportunity.

3.21 - INVENTORY LOADING

Market Partners 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 Market Partner to buy more products than they can reasonably use or sell to Customers in a month.

3.22 - ADHERENCE TO LAWS

Market Partners shall comply with all applicable laws in the conduct of their businesses.

3.23 - MINORS

A person who is under 18 years of age may not be a MONAT Market Partner. Market Partners shall not enrol or recruit minors into the MONAT programme.

3.24 - ONE MONAT BUSINESS PER MARKET PARTNER AND PER HOUSEHOLD

A Market Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder or beneficiary, in only one MONAT business. No individual may have, operate or receive compensation from more than one MONAT business. Individuals of the same Household may not enter into or have an interest in more than one MONAT Business. A “Household” is defined as all individuals who are living at or doing business at the same address, and who are related by blood, marriage, domestic partnership, or adoption, or who are living together as a family unit or in a family-like setting.

In order to maintain the integrity of the MONAT Compensation Plan, husbands and wives, domestic partnerships, or common-law couples (collectively referred to herein as “spouses”) who wish to become MONAT Market Partners must be jointly sponsored as one MONAT business. Spouses, regardless of whether one or both are signatories to the Market Partner Application and Agreement, may not own or operate any other MONAT business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another MONAT business in any form.

An exception to the one business per Market Partner/Household rule will be considered on a case by case basis if two Market Partners get married or move in together, or in cases of a Market Partner receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Compliance Department.

3.25 - ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS

If any member of a Market Partner's immediate household engages in any activity which, if performed by the Market Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Market Partner and MONAT may take disciplinary action pursuant to these Policies and Procedures against the Market Partner. Similarly, if any individual associated in any way with a Business Entity (collectively "affiliated individual") violates the Agreement, such action (s) will be deemed a violation by the entity, and MONAT may take disciplinary action against the Business Entity.

3.26 - REQUEST FOR RECORDS

Any request from a Market Partner for copies of invoices, applications, Market Partner Activity reports, or other records must be sent to UKMonatSupport@monatglobal.com and will require a fee of £2 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

3.27 - ROLL-UP OF MARKETING ORGANISATION

When a vacancy occurs in a Marketing Organisation due to the termination of a MONAT business, the Marketing Organisation may be rolled up as provided in this Section 3.27.

3.27.1 - ROLL-UP (GENERAL)

When a vacancy occurs in a Marketing Organisation due to the termination of a MONAT Market Partner's Agreement, each Market Partner in the first level immediately below the terminated Market Partner on the date of the cancellation will be moved to the first level ("front line") of the terminated Market Partner's sponsor. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will "roll-up" to A and become part of A's first level.

3.27.2 - ROLL-UP (MARKET MENTOR OR ABOVE)

If a Market Partner that was paid-as a Market Mentor or higher in the last four periods immediately preceding the termination of his or her Market Partner Agreement (whether voluntarily or involuntarily), the former Market Partner's Marketing Organisation will only be rolled-up (as described above) under the following conditions:

1. If the former Market Partner's Sponsor has been paid-as a Market Mentor or higher at least once in the last four periods, then the Marketing Organisation will immediately be rolled-up.
2. If the Sponsor has not been paid-as a Market Mentor or higher at least once in the four periods preceding the date of the cancellation, then the Sponsor will be given the following six periods to be paid-as a Market Mentor or higher at least twice in the six periods. If the Sponsor promotes to Market Mentor in the last month of the six month period, then the Sponsor will be given the following period to qualify as a Market Mentor or higher again (to meet the 2 periods of being paid-as Market Mentor or higher).
 - a. If the Sponsor qualifies under these conditions, then the Marketing Organisation of the cancelled Market Partner will be rolled-up upon the completion of the qualifications.
 - b. If the Sponsor does not qualify under these conditions, then the position of the cancelled Market Partner will remain permanently vacant.

3.28 - SALE, TRANSFER OR ASSIGNMENT OF A MONAT BUSINESS

Although a MONAT business is a privately owned and independently operated business, the sale,

transfer or assignment of a MONAT business, and the sale, transfer, or assignment of an interest in a business entity that owns or operates a MONAT business, is subject to certain limitations. If a Market Partner wishes to sell his or her MONAT business, or interest in a business entity that owns or operates a MONAT business, the following criteria must be met:

- a) The selling Market Partner must offer MONAT, in writing, the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. MONAT shall have fifteen (15) days from the date of receipt of the written offer to exercise its right of first refusal.
- b) The buyer or transferee must become a qualified MONAT Market Partner. The buyer or transferee must accept the MONAT Market Partner Agreement and the MONAT Policies and Procedures. If the buyer is an active MONAT Market Partner, he or she must first terminate his or her MONAT business and wait six (6) calendar months before acquiring any interest in a different MONAT business.
- c) Before the sale, transfer or assignment can be finalised and approved by MONAT, any debt obligations the selling party has with MONAT must be satisfied.
- d) The selling party must be in good standing and not in violation of any of the terms of the Agreement, or the Policies and Procedures, to be eligible to sell, transfer or assign a MONAT business.
- e) The buyer or transferee must pay a £100 MONAT account transfer fee.
- f) If the seller has a MONAT account with a “Founder” title, the Founder title and any bonuses or Founder pool payments connected with the Founder title will not be transferred to the buyer or transferee.

Prior to selling an independent MONAT business or Business Entity interest, the selling Market Partner must notify MONAT’s Compliance Department in writing and advise of his or her intent to sell his or her MONAT business or business entity interest. The selling Market Partner must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of an independent MONAT business.

3.29 - SEPARATION OF A MONAT BUSINESS

MONAT Market Partners may sometimes operate their MONAT businesses as husband-wife partnerships, regular partnerships, companies or other Business Entities. At such time as a marriage may end in divorce or a Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- a) One of the parties may, with consent of the other(s), operate the MONAT business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, or partners authorise MONAT to deal directly and solely with the other spouse or non-relinquishing shareholder or partner.
- b) The parties may continue to operate the MONAT business jointly on a “business as usual” basis, in which case all compensation paid by MONAT will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Marketing Organisation of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will MONAT split commission and bonus payments between divorcing spouses or members of dissolving entities. MONAT will

recognise only one Marketing Organisation and will issue only one commission payment per MONAT business per commission cycle. Commission payments shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Market Partner Agreement shall be involuntarily cancelled.

If a former spouse has completely relinquished all rights in the original MONAT business pursuant to a divorce, he or she is thereafter free to enrol under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as a Market Partner. In either case, however, the former spouse or business affiliate shall have no rights to any Market Partners in their former organisation or to any former Retail or VIP Customer. They must develop the new business in the same manner as would any other new Market Partner.

3.30 - SPONSORING

All active Market Partners in good standing have the right to sponsor and enrol others into MONAT. Each prospective Market Partner has the ultimate right to choose his or her own Sponsor. If two Market Partners claim to be the Sponsor of the same new Market Partner, the Company shall regard the first application received by the Company as controlling.

When sponsoring a new Market Partner through the online enrolment process, the Sponsor may assist the new applicant in filling out the enrolment materials. However, the applicant must personally review and agree to the online application and agreement, MONAT's Policies and Procedures, and the MONAT Compensation Plan. The Sponsor may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

3.31 - SUCCESSION

Upon the death or incapacity of a Market Partner, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Market Partner should consult a lawyer to assist him or her in the preparation of a will or other testamentary instrument. Whenever a MONAT business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Market Partner's Marketing Organisation provided the following qualifications are met. The successor(s) must:

- a) Complete and execute a Market Partner Agreement;
- b) Comply with terms and provisions of the Agreement; and
- c) Meet all of the qualifications for the deceased Market Partner's status.

The bonuses and commissions of a MONAT business transferred pursuant to this section will be paid jointly to the devisees. The devisees must provide MONAT with an "address of record."

3.32 - TRANSFER UPON DEATH OF A MARKET PARTNER

To effectuate a testamentary transfer of a MONAT business, the Personal Representative or Executor of the estate of the deceased Market Partner must provide all necessary documentation to establish a successor's or successors' right to the subject MONAT business. The successor or successors must complete and execute a Market Partner Agreement and meet the other

requirements set forth in Section 3.31.

3.33 - TRANSFER UPON INCAPACITATION OF A MARKET PARTNER

To effectuate a transfer of a MONAT business because of incapacity, the Trustee of the incapacitated Market Partner must provide all necessary documentation to establish the right of the subject Trust and Trustee to the subject MONAT business. The Trustee must, on behalf of the Trust, complete and execute a Market Partner Agreement and meet the other requirements set forth in Section 3.31.

3.34 - TELEMARKETING TECHNIQUES

There are laws that restrict telemarketing practices. Although MONAT does not consider Market Partners to be “telemarketers” in the traditional sense of the word, “telemarketer” and “telemarketing” are broadly defined in law so that your inadvertent action of calling someone whose telephone number is listed on the “do not call” register operated by the Telephone Preference Service could cause you to violate the law.

Therefore, Market Partners must not engage in telemarketing in the operation of their MONAT businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a MONAT product, or to recruit them for the MONAT opportunity. “Cold calls” made to prospective Customers or Market Partners that promote either MONAT’s products or the MONAT opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Customer or Market Partner (a “prospect”) is permissible under the following situations:

- a) If the Market Partner has an established business relationship with the prospect. An “established business relationship” is a relationship between a Market Partner and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Market Partner, or a financial transaction between the prospect and the Market Partner, in each case of a similar nature to MONAT products and/or business opportunity within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- b) The prospect’s personal inquiry or application regarding a product or service offered by the Market Partner, within the three (3) months immediately preceding the date of such a call.
- c) If the Market Partner receives written and signed permission from the prospect authorising the Market Partner to call. The authorisation must specify the telephone number(s) which the Market Partner is authorised to call.
- d) If the Market Partner has been referred to call an individual who has expressed an interest in the MONAT Business Opportunity or MONAT Products.

In addition, Market Partners shall not use automatic telephone dialing systems or software relative to the operation of their MONAT businesses. Market Partners shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the MONAT products or opportunity.

3.35 - BACK OFFICE ACCESS

MONAT makes online Back Offices available to its Market Partners. Back Offices provide Market Partners access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Market Partner’s MONAT business and to increase sales of MONAT products. Access to the Back Office is password protected. Market Partners may not under any circumstance provide their Back Office login credentials to any other person or

entity.

Access to the Back Office is a privilege and not a right. MONAT reserves the right to deny Market Partners' access to the Back Office at its sole discretion.

SECTION 4 - RESPONSIBILITIES OF MARKET PARTNERS

4.1 - CHANGE OF ADDRESS OR TELEPHONE

To ensure timely delivery of products and support materials, it is important that MONAT's files are current. Street addresses are required for shipping. Market Partners planning to move should update their mailing address, email address and telephone number information through the Back Office of the Market Partners' replicated MONAT Website. To guarantee proper delivery, two weeks advance notice must be provided to MONAT on all changes.

4.2 - ONGOING DEVELOPMENTAL OBLIGATIONS

4.2.1 - ONGOING TRAINING

Any Market Partner who sponsors another Market Partner into MONAT must perform a bona fide assistance and training function to ensure that his or her downline Market Partners are properly operating their respective MONAT businesses. Market Partners must have ongoing contact and communication with the Market Partners in their Marketing Organisations. Examples of such contact and communications may include but not be limited to: newsletters, written correspondence, personal meetings, telephone contact, voicemail, electronic mail, and the accompaniment of downline Market Partners to MONAT meetings, training sessions, and other functions. Upline Market Partners are also responsible to motivate and train new Market Partners in MONAT product knowledge, effective sales techniques, the MONAT Compensation Plan and compliance with Company Policies and Procedures. Communication and the training of downline Market Partners must not, however, violate Section 3.2.

Market Partners may not provide training or training materials as a profit centre or otherwise on a commercial basis. If the Company provides any training to a Market Partner that the Market Partner pays for then the Market Partner may require the Company to refund such cost (less the cost of any subsistence) within 14 days of the training if the Market Partner is not satisfied with the training.

Market Partners must monitor the Market Partners in their marketing organisations to ensure that downline Market Partners do not make improper product or business claims, or engage in any illegal or inappropriate conduct.

4.2.2 - INCREASED TRAINING RESPONSIBILITIES

As Market Partners progress through the various stages of leadership, they will become more experienced in Sales Techniques, Product Knowledge and an understanding of the MONAT Business Programme. They will be called upon by MONAT from time to time to share this knowledge with lesser experienced Market Partners within their organisation and are expected to respond appropriately.

4.2.3 - ONGOING SALES RESPONSIBILITIES

Regardless of their level of achievement, Market Partners have an ongoing obligation to continue to personally promote sales through the generation of new Retail and VIP Customers and through servicing their existing Customers.

4.3 - NONDISPARAGEMENT

MONAT wants to provide Market Partners with the best products, compensation plan and service in the industry. Accordingly, we value constructive criticisms and comments. All such comments should be submitted in writing to the Customer Service Department. While MONAT welcomes constructive input, negative comments and remarks made in the field by Market Partners about the Company, its products or compensation plan serve no purpose other than to demotivate other MONAT Market Partners. For this reason, and to set the proper example for their Marketing Organisation, Market Partners must not disparage, demean, or make negative remarks about MONAT, other MONAT Market Partners, MONAT Products, the Compensation Plan, or MONAT's directors, officers or employees.

4.4 - PROVIDING DOCUMENTATION TO APPLICANTS

Market Partners must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Market Partners before the applicant signs a Market Partner Agreement (or ensure that such individuals have online access to these materials). In addition, copies of Policies and Procedures and Compensation Plan can be downloaded from MONAT's website.

4.5 - REPORTING POLICY VIOLATIONS

Market Partners observing a Policy violation by another Market Partner should submit a written report of the violation to the attention of the Compliance Department. Details of the incidents such as dates, numbers of occurrences, persons involved, and any supporting documentation should be included in the report.

SECTION 5 - SALES REQUIREMENTS

5.1 - PRODUCT SALES

The MONAT Compensation Plan is based on the sale by MONAT of MONAT products to end consumers introduced by Market Partners. Market Partners must fulfill personal and Marketing Organisation retail sales requirements (as well as meet other requirement as set forth in the Agreement) in order to be eligible for bonuses, commissions and advancement to higher levels of achievement.

The following sales requirements must be satisfied for Market Partners to be eligible for commissions:

- a) Market Partners must satisfy the Personal Volume requirements to fulfill the requirements associated with their rank as set out in the MONAT Compensation Plan
- b) Market Partners must satisfy the Group Volume requirements to fulfill the requirements associated with their rank as set out in the MONAT Compensation Plan

5.2 - NO TERRITORY RESTRICTIONS

There are no exclusive territories granted to anyone. No franchise fees are required.

5.3 - MONAT FLEXSHIP PROGRAMME

As an added convenience to its Market Partners, MONAT offers a Flexship Programme with automatic monthly delivery of MONAT products to their home address. To participate, a Market Partner must register for the MONAT Flexship Programme through their back office, select the

desired products and set the future shipping dates. All qualifying Flexship orders ship for free. In order to qualify for free shipping, the scheduled Flexship orders must have a minimum total of £60.

5.4 - SALES RECEIPTS

As all purchases will be made online: Records documenting online purchases made by Customers will be maintained by MONAT.

SECTION 6 - BONUSSES AND COMMISSIONS

6.1 - BONUS AND COMMISSION QUALIFICATIONS

A Market Partner must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Market Partner complies with the Terms of the Agreement, MONAT shall pay commissions to such Market Partner in accordance with the Compensation Plan. The minimum amount for which MONAT will issue payment is £10. If a Market Partner's commissions and bonuses do not equal or exceed £10, the Company will accrue the bonuses and commissions until they total £10. Payment will be issued once £10 has been accrued.

6.2 - ADJUSTMENT TO BONUSSES AND COMMISSIONS

6.2.1 - ADJUSTMENTS FOR RETURNED PRODUCT

Market Partners receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to MONAT for a refund or is repurchased by the Company, the bonuses and commissions attributed to this returned or repurchased product will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the bonuses and commissions are recovered, from the Market Partners who received bonuses and commissions on the sales of the refunded products. In the event that any such Market Partner terminates their Market Partner Agreement, and the amounts of the bonuses and commissions attributable to the returned products have not yet been fully recovered by the Company, the remainder of the outstanding balance may be set off against any amounts owed to the terminated Market Partner.

6.2.2 - PAYMENT CARD FEES

MONAT currently pays bonuses and commissions through MoMoney, which includes a MONAT-brand debit card and online portal. Company reserves the right to deduct any fees assessed to it as a result of such payment programme or a Direct Deposit Programme from the bonuses and commissions payable to Market Partners.

6.3 - REPORTS

All information provided by MONAT in any Market Partner Activity Reports, including but not limited to Personal Volume and Group Volume (or any part thereof) and downline 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, electronic, or mechanical error, the accuracy, completeness and timeliness of orders; the denial of credit card and electronic check payments; returned products; credit card and electronic check chargebacks; the information is not guaranteed by MONAT or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED OR REPRESENTATIONS OF ANY KIND. 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, MONAT AND OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY MARKET PARTNER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP 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 MONAT OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE FULLEST EXTENT PERMITTED BY LAW, MONAT 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 POLICIES AND PROCEDURES RELATED THERETO.

Access to and use of MONAT's online reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue the use of and access to MONAT's online and telephone reporting services and your reliance upon this information.

SECTION 7 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

7.1 - PRODUCT GUARANTEE

MONAT offers a 100% 30 Day money back satisfaction guarantee (less shipping charges) to all Retail Customers, VIP Customers and Market Partners.

7.2 - RETURNS BY RETAIL CUSTOMER

MONAT offers, through its Market Partners, a 100% 30 day money back guarantee to all Customers. Every Market Partner is bound to honour the Customer guarantee. If, for any reason, a Customer is dissatisfied with MONAT product, the Customer may return the unused portion of the product to the Market Partner through whom it was purchased, or to the Company directly within 30 days, for a replacement, exchange or a full refund of the purchase price (less shipping costs).

If a Customer returns a product to the Market Partner through whom it was purchased, the Market Partner may return it to the Company for an exchange or refund (less shipping).

7.2.1 - CUSTOMER RIGHT OF RESCISSION

When a Market Partner makes a sale or takes an order from a Customer who cancels or requests a refund within the 30-day period, the Market Partner must promptly refund the Customer's money as long as the products are returned to the Market Partner in substantially as good condition as when received. Market Partners must verbally inform Customers of their right to rescind a purchase or an order within the applicable time period, and ensure that the date of the order or purchase is entered on the order form or sales receipt. All Customers must be provided with two copies of an official MONAT sales receipt at the time of the sale. The back of the receipt provides the Customers with written notice of his or her rights to cancel the sales transaction.

7.3 - RETURN OF INVENTORY AND SALES AIDS BY MARKET PARTNERS UPON TERMINATION

7.3.1 - The Market Partner may cancel this Agreement without penalty within 14 days of entering into this Agreement by giving written notice of cancellation to the Company at its UK address shown on its website or by emailing UKMonatSupport@monatglobal.com; and:

1. The Market Partner may require the Company to repay to the Market Partner within 14 days any monies which the Market Partner has paid to or for the benefit of the Company or any of its other Reps in connection with the Market Partner's participation in the Direct Cellars trading scheme or otherwise in accordance with the provisions of the Agreement; and
2. The Market Partner may return to the Company's address referred to above any unsold goods (including any starter kit and any other promotional or training materials) which the Market Partner has purchased under the trading scheme within 21 days of the date of cancellation and which remain unsold, provided that such unsold goods remain in the condition in which they were in at the time of purchase, whether or not their external wrappings have been broken, and may recover any monies paid in respect of such goods; and
3. The Market Partner may cancel any services which the Market Partner has ordered under the trading scheme within such 14 day period and may recover any monies paid in respect of such services, provided that such services have not yet been supplied to the Market Partner.

7.3.2 - In order to recover any monies paid in accordance with 7.3.1 (1) or (3) above the Market Partner must give notice to the Company requesting the repayment of such monies (and if applicable, returning any kit and any other promotional or training materials purchased by the Market Partner) to the Company's address referred to in section 7.3.1 within 21 days of the date of cancellation and the Company shall repay such monies as the Market Partner may be legally entitled to recover within a reasonable period of time after the date of receipt of such notice.

7.3.3 - In order to recover monies paid for goods under section 7.3.1(2) above, the Market Partner must deliver the goods to the Company within 21 days of the date of cancellation to the address referred to in section 7.3.1. The Market Partner shall bear the cost of such delivery. The monies paid in respect of those goods is payable to the Market Partner on delivery of the goods, or forthwith if the goods have not yet been delivered to the Market Partner.

7.3.4 - If the Market Partner gives notice to terminate this Agreement more than 30 days after the Market Partner entered into the Agreement, the Market Partner may return to the Company any goods (including any training and promotional materials, business manuals and kits) which the Market Partner has purchased under the trading scheme within 90 days prior to such termination and which remain unsold and the Company will pay the Market Partner the price (inclusive of VAT) which the Market Partner paid for the goods less, where the condition of any such goods has deteriorated due to an act or default by the Market Partner, an amount equal to the diminution in their value resulting from such deterioration and a reasonable handling charge (which may include the cost of repackaging returned goods for resale). The Market Partner shall bear the cost of such delivery.

7.3.5 - The Company may terminate this Agreement at any time by giving written notice to the Market Partner. If the Company terminates this Agreement the Market Partner may return to the Company any goods which the Market Partner has purchased under the trading scheme within 90 days prior to such termination and which remain unsold for a full refund of the price

(inclusive of VAT) which the Market Partner has paid for them together with any costs incurred by the Market Partner for returning the goods to the Company.

7.3.6 - If either party terminates this Agreement the Market Partner may return to the Company any goods (including training and promotional materials, business manuals and kits) which the Market Partner has purchased under the trading scheme more than 90 days but within one year prior to such termination and which remain unsold for 90% of the price (inclusive of VAT) which the Market Partner paid for them, less an amount equal to:

1. Any commissions, bonuses or other benefits (in cash or in kind) received by the Market Partner in respect of those goods;
2. Any amount due from the Market Partner to the Company on any account; and
3. A reasonable handling charge (which may include the cost of repackaging returned goods for resale), and provided that:
 - a) such goods have not been purchased or acquired by the Market Partner in breach of this Agreement;
 - b) the Market Partner returns such goods to the Company in an unused, commercially resaleable condition not more than 14 days after the date of termination; and
 - c) the Company did not clearly inform the Market Partner prior to the purchase that the goods were seasonal, discontinued or special promotion products which were not to be subject to this buy-back provision.

7.3.7 - In the event of the termination of this Agreement as described in sections 7.3.4 to 7.3.6, in order to recover monies paid for goods the Market Partner must deliver the goods to the Company within 21 days of such termination to the Company's address referred to in section 7.3.1. The Market Partner will bear the cost of such delivery. The purchase price is payable to the Market Partner on delivery of the goods, or forthwith if the goods are already held by the Company.

7.3.8 - If this Agreement is terminated for any reason the Market Partner will have the right to be released from all future contractual liabilities towards the Company in relation to this trading scheme, except:

1. Liabilities relating to payments made to the Market Partner under contracts which the Market Partner has made as agent for the Company (if any); and
2. Any liability to pay the price of goods or services already supplied to the Market Partner by the Company where the Market Partner has not returned such goods to the Company in accordance with sections 7.3.1 or 7.3.4; and
3. Any provisions of this Agreement which relate to competition with the business of the Company after termination of this Agreement and which shall remain in force after the date of termination.

7.3.9 - On termination of this Agreement for whatever reason the Market Partner shall be entitled to retain any commission paid to the Market Partner in accordance with this Agreement unless:

1. The commission was paid in respect of goods returned to the Company (or goods returned to another Market Partner who paid the commission);
2. The Company has refunded any monies due to the Market Partner in accordance with sections 7.3.1(2), 7.3.4 and/or 7.3.5 above; and
3. repayment of the commission is claimed within 120 days of the date of having been made,

in which case the Market Partner shall repay such commission to the Company forthwith on demand or the Company may offset the amount of such commission against any other amounts due from it to the Market Partner

7.3.10 - Any notice given under this section 7.3, which is given to the address of the parties set out in this Agreement, or to such other address as shall have been notified from time to time in writing by one party to the other, shall result in the period of notice commencing to run from the day when such notice is posted.

7.4 - PROCEDURES FOR ALL RETURNS

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

7.4.1 - MARKET PARTNER RETURNS

The following procedures apply to all returns by a Market Partner, whether the return is of products returned by a Customer pursuant to Section 7.2 or a return of products by a Market Partner pursuant to Section 7.1.

- a) All merchandise must be returned by the Market Partner who purchased it directly from MONAT.
- b) The return must be accompanied by the original delivery note and a completed and signed Product Return Form including a Return Merchandise Authorisation (RMA) number. Market Partners must request an RMA in writing at UKMonatSupport@monatglobal.com. No product returns will be accepted without an RMA.
- c) Proper shipping cartons and packing materials are to be used in packaging the products being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to MONAT shipping pre-paid. MONAT does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Market Partner. If returned product is not received by the Company's Distribution Centre, it is the responsibility of the Market Partner to trace the shipment.
- d) If a Market Partner is returning merchandise to MONAT that was returned to him or her by a personal Customer, the product must be received by MONAT within ten (10) days from the date on which the Customer returned the merchandise to the Market Partner. No refund or credit will be issued, or exchanged of the product will be made if the conditions of these rules are not met.

SECTION 8 - DISPUTE RESOLUTION AND CONTRACTUAL REMEDIES

8.1 - DISCIPLINARY SANCTIONS

Violation of the Agreement, these Policies and Procedures, violation of any common law, 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 Market Partner that, in the sole discretion of the Company may damage its reputation or goodwill (such act or omission need not be related to the Market Partner's MONAT business), may result, at MONAT's discretion, in one or more of the following corrective measures:

- a) Issuance of a written warning or admonition;
- b) Requiring the Market Partner to take immediate corrective measures;

- c) Imposition of a fine, which may be withheld from the Market Partner's bonus and commission payments;
- d) Loss of rights to one or more bonus and commission payments;
- e) MONAT may withhold from a Market Partner all or part of the Market Partner's bonuses and commissions during the period that MONAT is investigating any conduct allegedly violating the Agreement (If a Market Partner's business is cancelled for disciplinary reasons the Market Partner will not be entitled to recover any commissions or bonuses withheld during the investigative period);
- f) Suspension of the individual's Market Partner Agreement for one or more pay periods;
- g) Permanent or temporary loss of, or reduction in, the current Title Rank of the Market Partner (which may subsequently be re-earned by the Market Partner);
- h) Transfer or removal of a portion or all of the Market Partner's Marketing Organisation or downline Market Partners from the offending Market Partner's Marketing Organisation;
- i) Termination of the offender's Market Partner Agreement;
- j) Suspension or termination of the offending Market Partner's access to the Back Office and/or Replicated Website; or
- k) Any other measure expressly allowed within any provision of the Agreement or which MONAT deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Market Partners policy violation or contractual breach. In situations deemed appropriate by MONAT, the Company may institute legal proceedings for monetary and/or equitable relief.

8.2 - GRIEVANCES AND COMPLAINTS

When a Market Partner has a grievance or complaint with another Market Partner regarding any practice or conduct in relationship to their respective MONAT businesses, the complaining Market Partner should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline Sponsor. If the matter involves interpretation or violation of any Company policy, it must be reported in writing to the MONAT Compliance Department (compliance@monatglobal.com) who will review the facts and attempt to resolve it.

8.3 - MEDIATION

Prior to instituting any arbitration as provided in section 8.5 below, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated fees and costs at least 10 days in advance of the mediation. Each party shall pay its own legal costs and other costs and expenses associated with conducting and attending the mediation. Mediation shall be held in the UK and shall last no more than two business days.

8.4 - GOVERNING LAW, JURISDICTION AND VENUE

Jurisdiction and venue of any matter covered by these policies and procedures shall reside exclusively in Milton Keynes or London.

SECTION 9 - PAYMENT AND SHIPPING

9.1 - RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND CHECKING ACCOUNT ACCESS

A Market Partner shall not permit other Market Partner or Retail Customers or VIP Customers to use his or her credit cards, or permit debits to his or her checking accounts, to enrol or to make purchases from the Company.

9.2 - SALES TAXES

MONAT product sales are subject to applicable sales taxes including Value Added Tax (VAT).

SECTION 10 - INACTIVITY AND CANCELLATION

10.1 - EFFECT OF CANCELLATION

As long as a Market Partner remains active and complies with the terms of the Agreement including these Policies and Procedures, MONAT shall pay commissions and bonuses to such Market Partner in accordance with the Compensation Plan. A Market Partner's bonuses and commissions constitute the entire consideration for the Market Partner's efforts in generating sales and all activities related to the generating of sales (including building a Marketing Organisation). Following a Market Partner's non-renewal of his or her Market Partner Agreement, or cancellation or termination of his or her Market Partner Agreement (all of these methods are collectively referred to as "cancellation"), the former Market Partner shall have no right, title, claim or interest to the Marketing Organisation which he or she operated, or any commission or bonus from the sales generated by the organisation. A Market Partner whose business is cancelled will lose all rights as a Market Partner. This includes the right to sell MONAT products and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Market Partner's former Marketing Organisation. In the event of cancellation, Market Partners agree to waive all rights they may have, including but not limited to; property rights to their former Marketing Organisation and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Marketing Organisation.

Following a Market Partner's cancellation of his or her Market Partner Agreement, the former Market Partner shall not hold himself or herself out as a MONAT Market Partner and shall not have the right to sell MONAT products. A Market Partner whose Market Partner Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

10.2 - CANCELLATION DUE TO INACTIVITY

Market Partners who personally produce less than 200 of Personal Volume for any pay period will not receive a commission for the sales generated through their Marketing Organisation for that pay period. If a Market Partner fails to renew their agreement each year by paying the annual fee, then their account will be cancelled and any downline and customers they have will be compressed to the cancelled Market Partner's next upline.

10.2.1 - RECLASSIFICATION FOLLOWING CANCELLATION DUE TO INACTIVITY

If a Market Partner's Agreement is cancelled due to any of the aforementioned reasons and he or she is on the Company's Market Partner Flexship programme, the Flexship Agreement shall

remain in force and the former Market Partner shall be reclassified as a VIP Customer.

10.3 - TERMINATION BY MONAT

A Market Partner's violation of any of the terms of the Agreement, including any amendments that may be made by MONAT in its sole discretion, may result in any of the sanctions listed in section 8.1, including the termination of his or her Market Partner Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, or delivered to an express courier for delivery to the Market Partner's last known address, email address, or when the Market Partner receives actual notice of cancellation whichever occurs first.

MONAT reserves the right to terminate all Market Partner Agreements in a particular country upon thirty (30) days written notice in the event that it elects to:

- a) Cease business operations in that country;
- b) Dissolve as a corporate entity; or
- c) Terminate the distribution of its products via Market Partners in that country.

10.4 - CANCELLATION OR TERMINATION BY MARKET PARTNER

A Market Partner has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or by email at UKMonatSupport@monatglobal.com. The written notice must include the Market Partner's signature, printed name, address and Market Partner ID Number.

If a Market Partner is on the Company's Market Partner Flexship programme, the Market Partner's Flexship Agreement shall continue in force and the former Market Partner shall be reclassified as a VIP Customer, unless the Market Partner also specifically requests that his or her Flexship Agreement also be cancelled.

10.5 - NON RENEWAL

A Market Partner may also voluntarily cancel his or her Market Partner Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew a Market Partner's Agreement upon its anniversary date.

SECTION 11 - DATA PROTECTION

DATA PROTECTION BY MONAT

11.1 - The Market Partner acknowledges that the information given by the Market Partner to the Company (including information relating to the Market Partner) will be retained by the Company on a computer database and will be used by the Company for the purposes of calculating the payments due to the Market Partner and for the performance of the MONAT business. The Market Partner also acknowledges that the Company may disclose this information, provided it is in connection with such purposes, to other Market Partners and to other persons who may be situated inside or outside the European Economic Area. The Market Partner consents to the Company retaining, processing and disclosing this information in this manner and for these purposes.

11.2 - The Market Partner agrees that the Company may (i) retain and process all personal information, including sensitive personal data, given by the Market Partner to the Company for purposes including marketing, business creation and development, management reporting and

commissions and bonuses payable (and that the Company may record this information both manually and/or on a computer database and will be the data controller for this information), and (ii) disclose and transfer this personal information to other members of the Company's group including any which are situated outside the European Economic Area and to other persons for the purposes of the Company's business.

11.3 - The Company will hold the above information in the USA, which is a country outside the European Economic Area which has not been determined by the EU authorities to provide an adequate level of protection for personal data.

11.4 - The Market Partner agrees that if in the future the Company sells its business or assets, it may disclose, sell, assign or license any information (including personally identifiable information) to third parties as a result of or in preparation for the sale, merger, consolidation, change in control, transfer of substantial assets, re-organisation or liquidation of the Company. The Market Partner can request details of these third parties by contacting the Company at its usual business address and can obtain from the Company a copy of the information which it holds about the Market Partner which is subject to the Data Protection Act 1998 (for which a small charge may be made). The Company confirms that it will comply with the Data Protection Act 1998.

11.5 - The Market Partner agrees as a self-employed independent contractor that where, in the course of conducting the Direct Sellers business, the Market Partner collects and/or processes customer personal data, including credit card information, the Market Partner will ensure that such information is processed, stored and disposed of fully in accordance with the directions of the Company as the data controller of that data including in a secure manner and in accordance with applicable data protection laws and industry standards.

DATA PROTECTION BY MARKET PARTNER

11.6 - The Market Partner shall process the personal data of any customers and other persons that it may process for the purposes of the Agreement only to the extent, and in such a manner, as is necessary for the purpose of performing its obligations under the Agreement and shall not process the personal data for any other purpose.

11.7 - The Market Partner shall:

- a) Process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments;
- b) Take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure its and the Company's compliance with the data protection principles; and
- c) Notify the Company immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of any personal data.

SECTION 12 - Commercial Agents Regulations

The Market Partner acknowledges and agrees that the performance of any obligations under the Agreement which it performs in its capacity as agent for the Company constitute the supply

of services (and not the supply of goods) and that the Market Partner is not a ‘commercial agent’ within the meaning and for the purposes of the Commercial Agents (Council Directive) Regulations 1993 (as from time to time amended). The parties further agree that if and to the extent that the Commercial Agents (Council Directive) Regulations 1993 (as from time to time amended) apply, and provided that the Market Partner gives notice of its intention as required thereunder, the Market Partner shall, unless any of the circumstances mentioned in Regulation 18 of those Regulations applies, have the right to be indemnified as provided in Regulation 17 of those Regulations. For the avoidance of doubt, the Market Partner shall have no right to any compensation (other than the indemnity referred to in this section 12) under those Regulations on termination of this Agreement. Further, if and to the extent that the Regulations apply but the parties may contract out of any of the provisions of the Regulations then the Company and the Market Partner hereby contract out of and exclude the application of those provisions to the fullest extent permitted by law.

SECTION 13 - GLOSSARY OF TERMS

ACTIVE MARKET PARTNER

A Market Partner who satisfies the minimum Personal Retail requirements, as set forth in the MONAT Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions for particular month

ACTIVE RANK

The term “active rank” refers to the current rank of a Market Partner, as determined by the MONAT Compensation Plan, for any pay period. To be considered “active” relative to a particular rank, a Market Partner must meet the criteria set forth in the MONAT Compensation Plan for his or her rank. (See the definition of Rank below.)

ADVANCEMENT BONUS

Bonuses achieved for reaching pre-determined ranks in the Compensation Plan. These bonuses may be subject to required timelines and at times will include matching bonuses to uplines.

AFFILIATED PARTY

A shareholder, member, partner, manager, or other party with any ownership interest in, or management responsibilities for, a Business Entity.

AGREEMENT

The contract between the Company and each Market Partner comprising the Market Partner Agreement, the MONAT Policies and Procedures, the MONAT Compensation Plan and the Business Entity Registration Form (where appropriate), all in their current form and as amended by MONAT in its sole discretion. These documents are collectively referred to as the Agreement.

BUSINESS ENTITY

A corporation, partnership, trust, limited liability company, or other type of entity that enrolls as a Market Partner.

CANCEL

The termination of a Market Partner's business. Cancellation may be either voluntary or involuntary through non-renewal or inactivity.

COMMISSIONABLE PRODUCTS

All MONAT Products on which commissions and bonuses are paid. Starter Kits and Sales Aids are not commissionable products.

COMMISSIONABLE VOLUME

This is the volume on which commissions are paid

COMPANY

The term "Company" as it is used throughout the Agreement refers to MONAT Global UK Ltd.

DOWNLINE

See "Marketing Organisation" below.

DOWNLINE LEG

Each one of the individuals enrolled immediately underneath you and their respective Marketing Organisations represents one "leg" in your marketing organisation.

FOUNDER'S CLUB

Market Partners that are promoted to Market Mentor within one year of their sign up as long as they have signed up in the first year of the company's business will be recognised as Founders Club Members.

GENERATION

The relationship between Managing Market Builder or higher and another Managing Market Builder or higher, based on Career titles.

GROUP

All of the Market Partners sponsored below a particular Market Partner, down to the first Market Partner of the rank of Associate Market Partner (AMP) or above in each Downline leg.

GROUP VOLUME

The Personal Volume of a Market Partner and each of the Market Partners in the Market Partner's Group. See the definitions of "Volume" and "Group" above and "Personal Volume" below (Starter Kits and Sales Aids have no Bonus Volume).

IMMEDIATE HOUSEHOLD

All individuals who are living at or doing business at the same residential address, and who are related by blood or marriage, or who are living together as a family unit or in a family-like setting. A household includes, but is not limited to, spouses, heads-of-household, and dependent family members residing in the same residence.

LEVEL

The layers of downline Market Partners in a particular Market Partner's Marketing Organisation. This term refers to the relationship of a Market Partner, relative to a particular upline Market Partner, determined by the number of Market Partners between them who are related by Sponsorship. For example if A sponsors B, who sponsors C, who sponsors D, who sponsors E; then E is on A's fourth level.

MARKET PARTNER ACTIVITY REPORT

An online report generated by MONAT that provides critical data relating to the identities of Market Partners, Sales Information, and enrollment activity of each Market Partner's Marketing Organisation. This report contains confidential and trade secret information which is proprietary to MONAT and is accessible to Market Partners through the Back Office.

MARKETING ORGANISATION

The Market Partners sponsored below a particular Market Partner.

OFFICIAL MONAT MATERIAL

Literature, audio or video presentations, and other materials developed, printed, published and distributed by MONAT to Market Partners.

PERSONAL RETAIL VOLUME

The total retail value of products sold in a calendar month:

- a) By the Company to a Market Partner
- b) By the Company to the Market Partner's Retail Customers
- c) By the Company to the Market Partner's VIP Customers

PERSONAL SPONSOR

The Market Partner directly above another Market Partner in the genealogy is considered to be the Personal Sponsor.

PERSONAL VOLUME

The total Volume of products sold in a calendar month:

- a) By the Company to a Market Partner
- b) By the Company to the Market Partner's Retail Customers
- c) By the Company to the Market Partner's VIP Customers

RANK

The title that a Market Partner has achieved pursuant to the MONAT Compensation Plan. "Title Rank" refers to the highest rank a Market Partner has achieved in the MONAT compensation plan at any time. "Paid-As Rank" refers to the rank at which a Market Partner is qualified to earn commissions and bonuses during the current pay period.

RECRUIT

For purposes of MONAT's Conflict of Interest Policy (section 3.9), the term recruit means the actual or attempted sponsorship, solicitation, enrollment, encouragement or effort to influence in any other way, either directly, indirectly or through a third party another MONAT Market Partner

or VIP Customer to enrol or participate in another multilevel marketing, network marketing or Direct Sales opportunity.

REPLICATED WEBSITE

A website provided by MONAT to Market Partners which utilizes website templates developed by MONAT. The cost of the Replicated Website is included in the Starter Kit purchase.

RESALABLE

Products and Sales aids shall be deemed Resalable if each of the following elements is satisfied

- a) They are unopened and unused
- b) Packaging and labeling has not been altered or damaged
- c) They are in a condition such that it is a commercially reasonable practice with in the trade to sell the merchandise at full price and
- d) They are returned to MONAT within one year from the date of purchase

Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item shall not be Resalable.

RETAIL CUSTOMER

An individual who purchases MONAT products from MONAT but who is not a participant in the MONAT Compensation Plan. A Retail Customer may participate in the MONAT Flexship Programme by registering as a VIP Customer at his or her Market Partner's MONAT website.

RETAIL SALES

Sales to VIP Customers and Retail Customers. If a sale is made to a VIP Customer or Retail Customer who subsequently submits a MONAT Market Partner Agreement within 30 days from the date of the sale or if an immediate household family member of the VIP Customer or Retail Customer submits a MONAT Market Partner Agreement within 30 days of the sale, such sale shall not constitute a Retail Sale.

ROLL-UP

The method by which a vacancy in a Marketing Organisation left by a Market Partner who's Market Partner Agreement has been cancelled is filled.

SELLING BONUSES

Bonuses received as a result of arranging for the sale of products to others.

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, chat rooms, Facebook, Myspace, Twitter, LinkedIn, Instagram, Pinterest, Delicious, and YouTube.

SPONSOR

A Market Partner who enrolls another Market Partner into the Company and is listed as the Sponsor on the Market Partner Application and Agreement. The act of enrolling others and training them to become Market Partners is called “sponsoring”.

STARTER KIT

A selection of MONAT Training Material, product samples and business support literature that each new Market Partner is required to purchase.

UNI-LEVEL BONUSES

These are the bonuses paid on the sales of Market Partners below you. The percentages you are paid and the number of levels you are paid are based on your “Paid As” Title regardless of the titles of the people below you.

UPLINE

This term refers to the Market Partner or Market Partners above a particular Market Partner in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Market Partner to the Company.