



POLICIES AND PROCEDURES

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

GLOBAL ORGANICS MERCHANTS LLC (“hereafter as “LoveBiome” and/or the “Company”) recognizes the importance of developing a long-term and mutually rewarding relationship with its independent business owners (“Members”) and Customers. Integral to this objective, LoveBiome and its Members must acknowledge and respect the true nature of the relationship between one another and pledge mutual support towards the service of Customers.

- A. In the spirit of mutual respect and understanding, LoveBiome pledges to:
 - I. Provide prompt, professional and courteous service and communications to all its Members and Customers;
 - II. Provide the highest level of quality products, at fair and reasonable prices;
 - III. Exchange or refund the purchase price of any product, service or membership as provided in the *Return Policy* described herein;
 - IV. Deliver orders promptly and accurately;
 - V. Pay commissions accurately and on a timely basis;
 - VI. Expedite orders or checks if an error or unreasonable delay occurs;
 - VII. Roll out new products and programs or implement changes in the Compensation Plan and/or these Policies and Procedures with Member input and planning;
 - VIII. Support, protect and defend the integrity of the LoveBiome opportunity; and
 - IX. Offer Members an opportunity to grow with LoveBiome, and have such growth come by way of the principles contained in these Policies and Procedures (“Policies”).
- B. In return, LoveBiome expects you as a Member to:
 - I. Conduct yourself in a professional, honest and considerate manner;
 - II. Present Company and product information in an accurate and professional manner;



- III. Present the Compensation Plan and *Return Policy* in a complete and accurate manner;
- IV. Not make exaggerated income claims;
- V. Make reasonable efforts to support, train and service Members and Customers in your downline;
- VI. Refrain from crossline recruiting, unhealthy competition or unethical business practices;
- VII. Provide positive guidance and training to Members and Customers in your downline while exercising caution to avoid interference with the downlines of other Members. As such, you should refrain from providing crossline training to a Member or Customer in a different downline Organization without first obtaining the consent of the applicable Upline leader;
- VIII. Support, protect and defend the integrity of the LoveBiome opportunity; and
- IX. Accurately complete and submit the Member Agreement and any requested supporting documentation in a timely manner.

1.2 LoveBiome Policies and Compensation Plan Incorporated into the Member Agreement

- A. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Member Agreement, these Policies, and the LoveBiome Compensation Plan.
- B. It is the responsibility of the sponsoring Member to provide the most current version of these Policies (available on the LoveBiome website at www.lovebiome.com) and the LoveBiome Compensation Plan to each applicant prior to their execution of the Member Agreement.

1.3 Purpose of Policies

- A. LoveBiome is a direct sales company that markets phytonutrients, personal care, and dietary supplement products through a network of independent business owners (“Members”). To clearly define the relationship that exists between Members and the Company, and to explicitly set a standard for acceptable business conduct, LoveBiome has established these Policies.
- B. Members must comply with the following: (i) all of the terms and conditions set forth in the Member Agreement, which LoveBiome may amend from time to time in its sole and absolute discretion; (ii) all federal, state, and/or local laws governing their LoveBiome business; and (iii) these Policies.



- C. Members must review the information in these Policies carefully. Should you have any questions regarding a policy or rule, LoveBiome encourages you to seek an answer from your Sponsor or any other upline. If further clarification is needed, you can contact the Company Compliance Department.

1.4 Changes, Amendments, and Modifications

- A. Because federal, state, and local laws (as well as the business environment) periodically change, LoveBiome reserves the right to amend the Agreement and its product prices in its sole and absolute discretion. Notification of amendments shall appear in Official Company Materials. ***This provision does NOT apply to the arbitration clause found in Section 12, which can only be modified via mutual consent.***
- B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
 - I. Posting on the official LOVEBIOME website;
 - II. Electronic mail (e-mail); or
 - III. In writing through the Company newsletters or other forms of communication channels.

1.5 Delays

LoveBiome shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and/or weather, Acts of God, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies are effective as of January 1, 2022 (“Effective Date”) and, at such time, shall automatically supersede any prior Policies and Procedures (“Older Policies”). On this Effective Date, any Older Policies shall cease to have any force or effect.

2.0 BASIC PRINCIPLES

2.1 Becoming a LOVEBIOME Member

- A. To become a Member, an applicant must comply with the following requirements:
 - I. Be of the age of majority (not a minor) in their state of residence;



- II. Reside or have a valid address in the United States or U.S. territory;
- III. Have a valid taxpayer identification number (*i.e.*, Social Security Number, Federal Tax ID Number, ITIN, etc.);
- IV. Submit a properly completed and signed Member Agreement to LoveBiome; and
- V. Not be an employee, or the spouse or relative of an employee of the Company and living in the same household as such Company employee.

2.2 New Member Registration

- A. A new Member may self-enroll on the replicated website of their Sponsor. In such event, instead of a physically signed Member Agreement, LoveBiome will accept the web-enrollment and completion of the Member Agreement through Member's acceptance of an "electronic signature." The electronic signature states the Member's intent to accept the terms and conditions of the Member Agreement, and an understanding of these Policies. Please note that such electronic signature constitutes the execution of a legally binding agreement between the Member and LoveBiome.
- B. LoveBiome reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested by LoveBiome, a signed Member Agreement must be received by the Company within THIRTY (30) days from the Member's enrollment.
- D. Signed documents, including but not limited to Member Agreements, are legally binding contracts which must not be altered, tampered with, or changed in any manner before or after they have been signed. False or misleading information, forged signatures, or alterations to any document, including business registration forms, may lead to imposition of sanctions, up to and including involuntary termination of the Member's business.

2.3 Rights Granted

- A. Upon acceptance of an application by the Company, you will be granted a non-exclusive right, based upon the terms and conditions contained in the Member Agreement and these Policies:
 - I. To purchase LoveBiome products;
 - II. To promote and sell LoveBiome products; and



- III. To sponsor new Members and Customers in the United States and in countries where LoveBiome may become established after the Effective Date of these Policies.

2.4 Identification Numbers

- A. When completing a Member Agreement, each Member must provide their Social Security Number or their Federal Tax Identification Number (if located in the United States or any of its territories) or other government identification acceptable to LoveBiome (if located outside the United States). The Company reserves the right to withhold commission payments from any Member who fails to provide such information or who provides false information.
- B. Upon enrollment, the Company will provide a LoveBiome Identification Number to the Member. This number will be used to place orders, structure Organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the Member Agreement

- A. If the Member allows their Agreement to expire due to nonpayment of any annual renewal fee, the Member will lose any and all rights to their downline Organization unless the reactivation occurs within thirty (30) days following the expiration of the Agreement.
- B. If the former Member reactivates within the 30-day time limit (“Grace Period”), the Member will resume the rank and position held immediately prior to the expiration of the Agreement. However, such Member’s paid-as level will not be restored unless they qualify at that payout level in the new month. The Member is not eligible to receive commissions for the time period that the Member’s business was expired.
- C. Any Member who was terminated or whose Agreement has expired and lapsed the 30-day Grace Period is not eligible to re-apply for a LoveBiome business for six (6) months following the expiration of the Member Agreement.
- D. The downline of the expired Member will roll up to the next immediate and then active Upline Sponsor.

2.6 Business Entities

- A. A corporation, partnership, limited liability company, or trust (collectively referred to as a “Business Entity”) may apply to be a LoveBiome Member. This business and genealogy position will remain *temporary* until the proper documents proving the Business Entity’s legal creation are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization,



Partnership Agreement, or appropriate Trust documents. LoveBiome must receive these documents within sixty (60) days from the execution of the Member Agreement.

- B. A LoveBiome Member may change their status under the same Sponsor from an individual to a partnership, limited liability company, corporation, or trust, or from one type of Business Entity to another.

2.7 Independent Business Relationship; Indemnification for Actions

- A. You are an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, your success solely depends upon your own independent efforts.
- B. The Agreement between LoveBiome and its Members does not create an employer/employee relationship, agency, partnership, or joint venture relationship.
- C. A LoveBiome Member shall not be treated as an employee of LoveBiome for any purposes, including without limitation for federal or state tax purposes. All Members are responsible for fully paying their own local, state, and federal taxes due from all compensation paid to them as a Member of LoveBiome.
- D. The Member has no express or implied authority to bind LoveBiome to any obligation or to make any commitments by or on behalf of LoveBiome. Each Member, whether acting as management of a Business Entity or represented as an individual, shall establish their own goals, hours, and methods of operation and sale, so long as they comply with the terms of the Agreement, these Policies, and applicable state and federal laws.
- E. The LoveBiome Member is fully responsible for all of their verbal and written communications made regarding Company products and Compensation Plan which are inconsistent with official Company materials. Members shall indemnify and hold harmless LoveBiome, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by LoveBiome as a result of the Member's unauthorized representations or actions. This provision shall survive the termination of the LoveBiome Member Agreement.

2.8 Errors or Questions

- A. If a Member has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Member must notify LoveBiome in writing within fourteen (14) days ("Reportable Time") of the date of the error or incident in question. Any such errors, omissions or problems not reported within this Reportable Time shall be deemed waived by the Member.



3.0 MEMBER RESPONSIBILITIES

3.1 Correct Addresses

- A. It is the responsibility of the Member or Customer to make sure LoveBiome has the correct shipping address before any orders are shipped.
- B. A Member or Customer shall allow up to fourteen (14) days for processing after any notice of address change is provided to the Company.
- C. The Company reserves the right to assess Members and/or Customers a \$25 USD fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

- A. Any LoveBiome Member who Sponsors another Member into the Company must perform authentic assistance and training functions. This means Sponsoring Members must have ongoing contact and communication with Members in their downline Organizations. Examples of assistance and training communications may include, but are not limited to, newsletters, written correspondence, telephone contact, team calls, voicemail, e-mail, personal meetings, and accompaniment of downline Members to Company-related meetings, training sessions, and other LoveBiome functions.
- B. A Sponsoring Member should monitor Members in their downline Organizations to ensure that these Members do not make improper product or business claims or engage in any other illegal or inappropriate conduct. Upon request, a Sponsoring Member shall provide documented evidence that supports the ongoing fulfillment of responsibilities.
- C. Upline Members are encouraged to motivate and train new Members about LoveBiome's products, effective sales techniques, the Company Compensation Plan and compliance with these Policies.
- D. Marketing products by Members is a required activity in LoveBiome, and the marketing and sale of products must be emphasized in all opportunity presentations.
- E. We emphasize and encourage all Members to sell LoveBiome's products to Customers.
- F. To promote both the products and the opportunity offered by LoveBiome Members must use Company produced sales aids and support materials. If Members develop their own sales aids and promotional materials (which include Internet and Social Media posts), notwithstanding any good intentions, such Members could unintentionally violate statutes or regulations and consequently affect the overall business of LoveBiome. These potential unintentional violations would jeopardize the LoveBiome opportunity for all. Accordingly, Members must submit all written sales aids, promotional materials, advertisements, website, and social media content (before



posting), and other marketing literature to the Company for prior written approval. Unless the Member receives this specific written approval to use the sales aids and promotional materials, the request shall be deemed denied. All Members shall safeguard and promote the good reputation of LoveBiome and its products. The marketing and promotion of LoveBiome, the LoveBiome opportunity, the Compensation Plan, and LoveBiome products shall be consistent with the public interest. ***You must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.***

3.3 Constructive Criticism; Ethics

- A. LoveBiome desires to provide its independent Members with the best products, services, and Compensation Plan in the industry. Accordingly, the Company values constructive criticism, and welcomes the submission of written comments addressed to the Company Compliance Department.
- B. Negative and disparaging comments about LoveBiome, its products, or Compensation Plan made by Members serve no purpose other than to dampen the enthusiasm of other LoveBiome Members. Members must never belittle LoveBiome, other LoveBiome Members, LoveBiome products, the Compensation Plan, or LoveBiome directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and may be subject to sanctions as deemed appropriate by the Company.
- C. LoveBiome endorses the following code of ethics:
 - I. A LoveBiome Member must show fairness, tolerance, and respect to all people associated with the Company, regardless of race, gender, social class, or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
 - II. A Member shall strive to resolve business issues, including situations with Upline and downline Members, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
 - III. Members must be honest, responsible, and professional, and conduct themselves with integrity.
 - IV. Members shall not make disparaging statements about LoveBiome, other Members, Company employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead, or coerce others.
- D. LoveBiome may take appropriate action against a Member if it determines, in its sole discretion, that Member’s conduct is detrimental, disruptive, or injurious to the Company or to other Members.



3.4 Reporting Policy Violations

- A. A Member who observes a policy violation by another Member should submit directly to the Company a written and signed letter (e-mail will not be accepted) detailing the violation. The letter shall set forth the details of the incident as follows:
 - I. The nature of the violation;
 - II. Specific facts to support the allegations;
 - III. Dates of violation;
 - IV. Number of occurrences;
 - V. Persons involved; and
 - VI. Supporting documentation.
- B. Once the matter has been presented to LoveBiome, it will be researched thoroughly by the Compliance Department and appropriate action, if deemed appropriate, will be taken.
- C. This section refers to the general reporting of policy violations as observed by other Members for the mutual effort to support, protect, and defend the integrity of the LoveBiome business and opportunity. If a Member has a grievance or complaint against another Member which directly relates to their LoveBiome business, the procedures set forth in these Policies must be followed.

3.5 Sponsorship

- A. The Sponsor is the person who introduces a Member or Customer to LoveBiome, helps them complete their enrollment, and supports and trains those in their downline.
- B. LoveBiome recognizes the named Sponsor shown on the first:
 - I. Physically signed Member Agreement on file; or
 - II. Electronically signed Member Agreement completed on the Company website or a Member's replicated website.
- C. A Member Agreement that contains notations such as "by phone" or the signatures of other individuals (*i.e.*, Sponsors, spouses, relatives, or friends) is not valid and will not be accepted by LoveBiome.



- D. LoveBiome recognizes that each new prospect has the right to ultimately choose their own Sponsor, but the Company will not allow Members to engage in unethical sponsoring activities.
- E. All Active Members in good standing have the right to sponsor and enroll others into LoveBiome. While engaged in sponsoring activities, it is not uncommon to encounter situations when multiple Members may approach the same prospect. It is an accepted courtesy that the new prospect is sponsored by the first Member who presents a comprehensive introduction to Company products or the business opportunity.
- F. A “Protected Prospect” is an invited guest of any LoveBiome Member or Customer who attended a Company event. For thirty (30) days following the event, a Protected Prospect cannot be solicited or sponsored by any other Member who attended the same event. A Company event can be any of the following:
 - I. Any Company training session;
 - II. Conference call;
 - III. Fly-in meeting; or
 - IV. Presentation, including but not limited to an at presentation, whether sponsored by the Company, a Member, a Customer or an agent or agency designated by the Company.

3.6 Cross-Sponsoring Prohibition

- A. “Cross Sponsoring” is defined as the enrollment into a different Line of Sponsorship of an individual or Business Entity that already has a signed Member Agreement. Neither actual nor attempted cross-sponsoring is allowed. If cross-sponsoring is verified by LoveBiome, sanctions up to and including termination of a Member’s Agreement may be imposed.
- B. The use of a spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent Cross Sponsoring is not permitted.
- C. This policy does not prohibit the transfer of a LoveBiome business in accordance with the Sale or Transfer Policy set forth later in these Policies.

3.7 Adherence to the LoveBiome Compensation Plan

- A. A Member must adhere to the terms of the Company Compensation Plan as set forth in these Policies as well as in official Company literature. Deviation from the Compensation Plan is prohibited.



- B. A Member shall not offer the LoveBiome opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Company literature.
- C. A Member shall not require or encourage a current or prospective Customer or Member to participate in LoveBiome in any manner that varies from the Compensation Plan as set forth in official Company literature.
- D. A Member shall not require or encourage a current or prospective Customer or Member to make a purchase from or payment to any individual or other entity as a condition to participating in the Company Compensation Plan, other than product purchases to naturally build their business.

3.8 Adherence to Laws and Ordinances

- A. Many cities and counties have laws regulating certain home-based businesses. Members must verify and comply with their local laws relating to home-based businesses.
- B. LoveBiome Members shall comply with all federal, state, and local laws and regulations in their conducting of their business.

3.9 Compliance with Applicable Income Tax Laws

- A. LoveBiome will provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each U.S. Member whose earnings for the year is at least \$600 USD, who has purchased more than \$5,000 USD of LoveBiome products for resale, or who received trips, prizes or awards valued at \$600 USD or more. If earnings and purchases are less than as stated above, 1099 forms will be sent only at the written request of the Member, and a minimum charge of \$20 USD may be assessed by the Company.
- B. A Member accepts sole responsibility for and agrees to pay all federal, state, and local taxes on any income generated as an independent Member, and further agrees to indemnify the Company from any failure to pay such tax amounts when due.
- C. If a Member's business is tax exempt, the Federal Tax Identification number must be provided to LoveBiome in writing.
- D. The Company encourages all Members to consult with a tax advisor for additional information about their business.

3.10 One LoveBiome Business Per Member



- A. A Member may operate or hold an ownership interest, legal or equitable, whether individually or as a sole proprietorship, member, partner, shareholder, trustee, or beneficiary, in only one (1) LoveBiome business. No person may have, operate or receive compensation from more than one LoveBiome business. Individuals of the same family unit may each enter into or have an interest in their own separate LoveBiome business, but only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as spouses and dependent children living at or doing business at the same address.

3.11 Actions of Household Members or Associated Parties

If any person residing in a Member’s immediate household engages in any activity which, if performed by the Member, would violate any provision of the Agreement, such activity will be deemed a violation of these Policies, and Company may take disciplinary action against the Member pursuant to these Policies. Similarly, if any person associated in any way with a Business Entity Member violates these Policies, the Company may take disciplinary action against the Member pursuant to these Policies. Each person associated with a Business Entity Member shall be personally and individually bound to, and must comply with, the terms and conditions of the Member Agreement and these Policies.

3.12 Solicitation for Other Companies or Products

- A. LoveBiome Members may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the term of this Agreement and for one (1) year thereafter, you may not recruit any LoveBiome Member or Customer for any other business, unless that Member or Customer was directly and personally sponsored by you.
- B. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly, indirectly, or through a third party) another Member or Customer to enroll or participate in any business. This conduct represents recruiting even if the Member’s actions are in response to an inquiry made by another Member or Customer.
- C. During the term of this Agreement and for a period of six (6) months thereafter, any LoveBiome Members must not sell or entice others to sell any competing products or services, including training materials, to LoveBiome Customers or Members. Any product or service in the same category as a LoveBiome product or service is deemed to be competing (*i.e.*, any competing product or service regardless of differences in cost or quality. This provision does not apply where professional services are the primary source of revenue, and product sales are secondary).
- D. You may sell non-competing products or services to LoveBiome Customers and Members that you personally sponsored.



- E. A Member may not display or bundle LoveBiome products or services in sales literature, on a website, or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Member into believing there is a relationship between LoveBiome and non-LoveBiome products and services.
- F. A LoveBiome Member may not offer any non-LoveBiome opportunity, products or services at any Company-related meeting, seminar, or convention, or immediately following a Company event.
- G. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between LoveBiome and its Members and would inflict irreparable harm on the Company. In such event, LoveBiome may, at its sole discretion, impose any sanction it deems appropriate against such Member or such Member's business, including termination of the Member's Agreement. The Company also may seek immediate injunctive relief without the necessity of posting a bond.
- H. Any right to receive commissions, bonuses, rewards, incentives, and/or event admission is conditioned on a Member's good standing and complete compliance with LoveBiome's policies and procedures. Non-LoveBiome products, materials, or opportunities shall not be promoted at LoveBiome events, meetings, trainings, conventions, or other gatherings.

3.13 Presentation of the LoveBiome Opportunity

- A. In presenting the LoveBiome opportunity to potential Customers and Members, you must comply with the following provisions:
 - I. Refrain from misquoting or omitting any significant material fact about the Compensation Plan.
 - II. Make clear that the Compensation Plan is based upon sales of LoveBiome products and services.
 - III. Make clear that success can be achieved only through substantial independent efforts.
 - IV. Refrain from making any unauthorized income projections, claims, or guarantees in any presentation or discussion of the LoveBiome opportunity or Compensation Plan to prospective Members or Customers.
 - V. Refrain from any product claims except those contained in official Company literature.



- VI. Refrain from the use of Company materials to promote the LoveBiome business opportunity in any country where LoveBiome has not established a “presence.”
- VII. In an effort to conduct best business practices, LoveBiome has developed an Income Disclosure Statement (“IDS”). The Company IDS is designed to convey truthful, timely, and comprehensive information regarding the income that LoveBiome Members earn. In order to accomplish this objective, a copy of the most-current IDS must be presented to all prospective Members whenever an income claim is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) include the following: (i) statements of average earnings; (ii) statements of non-average earnings; (iii) statements of earnings ranges; (iv) income testimonials; (v) lifestyle claims; and (vi) hypothetical claims. Examples of income claims include, “Our number one Member earned over a million dollars last year” or “Our average ranking Member makes five thousand per month or the monthly income for our higher-ranking Members is ten thousand dollars on the low end to thirty thousand dollars on the high end.”

3.14 Sales Requirements are Governed by the Compensation Plan

- A. LoveBiome Members may purchase Company products and then re-sell them at the Company’s suggested retail price specified by the Company. There are no exclusive territories granted to anyone. No franchise fees are applicable to a LoveBiome business.
- B. The LoveBiome program is built on sales to the ultimate consumer. The Company encourages its Members to only purchase inventory that they and their family will personally consume, will be used for sales samples, and/or will be resold to others for their ultimate consumption. Members must never attempt to influence any other Member to buy more products than they can reasonably consume themselves or resell to retail Customers in a month.

4.0 ORDERING

4.1 General Order Policies

- A. “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes the following: (i) the enrolment of individuals or Business Entities without their knowledge or execution of an Agreement; (ii) the fraudulent enrolment of an individual or Business Entity as a Member or Customer; (iii) the enrolment or attempted enrolment of non-existent individuals or Business Entities as Members or Customers (“phantoms”); (v) purchasing LoveBiome products on behalf of another Member or Customer, or under another Member’s or Customer’s ID number, to qualify for commissions or bonuses; (vi) purchasing excessive amounts of products that cannot reasonably be consumed or resold by a Member in a month; and/or (vii) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by or for ultimate consumers.



A Member shall not use another Member's or Customer's credit card or debit checking account to enroll in LoveBiome or purchase products without the account holder's *written permission*. Such documentation must be kept by the Member indefinitely in case the Company needs to reference this.

- B. Regarding an order with an invalid, expired or incorrect payment method, LoveBiome will attempt to contact the Member by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after seven (7) days, the order will be canceled.
- C. If a Member wants to move an order to another Member's business, they must have the prior authorization of all parties involved. The Company will charge the Member a \$25 USD fee for processing.
- D. Prices for products and services are subject to change without advance notice.
- E. A Member or Customer who receives a damaged or incorrect order must notify LoveBiome within seven (7) days from receipt of the order and follow the return process as set forth in these Policies.

4.2 Insufficient Funds

- A. All checks, debit card and credit card charges returned or rejected for insufficient funds may be re-submitted for payment. A \$20 USD fee will be charged to the account of the Member or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to LoveBiome by a Member or Customer of the Member resulting from non-sufficient funds, returned check fees, or insufficient fund fees will be deducted from a Member's future bonus and commission checks.
- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Member, constitute grounds for disciplinary sanctions.
- D. If a credit card order or automatic debit is declined the first time, the Customer or Member will be contacted for an alternate form of payment. If payment is declined a second time, the Customer or Member may be deemed ineligible to purchase LoveBiome products in the future until a reliable form of payment is provided.

4.3 Sales Tax Obligation

- A. The Member shall comply with all state and local taxes and regulations governing the sale of LoveBiome products.



- B. LoveBiome will collect and remit sales tax on Member orders unless a Member furnishes the Company with the appropriate Resale Tax Certificate form. When orders are placed with the Company, sales tax is calculated and collected based upon the suggested retail price. LoveBiome will remit the collected sales tax to the appropriate state and local jurisdictions. The Member may recover the sales tax when they resell products to ultimate consumers. LoveBiome Members are responsible for any additional sales taxes due on products marked up and sold at a price higher than the suggested retail.

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications

- A. A Member must be active and in compliance with these Policies to qualify for bonuses and commissions. As long as a Member complies with the terms of the Member Agreement and these Policies, the Company shall pay commissions in accordance with the Compensation Plan.
- B. LoveBiome will not issue a payment to a Member without the receipt of a completed and signed Member Agreement and/or Electronic Authorization.
- C. LoveBiome reserves the right to postpone bonus and commission payments until such a time the cumulative amount owing exceeds \$25 USD.

5.2 Computation of Commissions and Discrepancies

- A. A LoveBiome Member must review their monthly statements and bonus/commission reports promptly and report any discrepancies within fourteen (14) days of receipt. After the 14 “grace period,” no additional requests will be considered for commission recalculations.
- B. For additional information on payment of commissions, please review the Compensation Plan.

5.3 Adjustments to Bonuses and Commissions for Returned Products

- A. A Member receives bonuses and commissions based on the actual sales of products to ultimate consumers. When product is returned for a refund, the bonuses and commissions attributable to the returned product will be deducted from commissions of any Member who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the previously overpaid bonus/and or commission is recovered.
- B. In the event that a Member terminates their business and the amounts of overpaid bonuses or commissions attributable to the returned products have not been fully



recovered by the Company, any amounts owing by LoveBiome to the Member may be offset by the remainder of previous overpayments of bonuses or commissions.

6.0 SATISFACTION GUARANTEED AND RETURN OF SALES AIDS

LoveBiome offers all Customers a full (100%) thirty (30) day money back guarantee (less shipping and handling costs). If a Customer is not satisfied with the product, they may request a refund from the Member who sold the product to the Customer. If you as a Member are not 100% satisfied with our products, you may return them for a full refund (less shipping and handling) so long as the following conditions are met: (i) neither you nor we have terminated the Agreement; (ii) the products were purchased within ninety (90) days; and (iii) the products are returned in Resalable Condition (as defined in the Definitions section below). The refund shall be one hundred percent (100%) of the purchase price. Shipping and handling charges are not refundable.

Upon voluntary termination of the Agreement, the Member may return all generic sales aids purchased within one (1) year prior to the date of termination for a 90% refund if they were unable to sell or use the merchandise. A Member may only return sales aids: (i) they personally purchased from the Company; (ii) are under their Member Identification Number; and (iii) which are in Resalable Condition (as defined in the Definitions section below). Any customized sales aids (*e.g.*, business cards, brochures, etc.) whereon the Member's contact information is embedded, printed, or added by the Member, are not in Resalable Condition and thus nonrefundable. Upon LoveBiome's receipt of the products and sales aids, the Member will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same credit card account. The Company shall deduct from the reimbursement paid to the Member any commissions, bonuses, rebates, or other incentives which were associated with the returned merchandise.

6.1 Return Process

- A. All returns, whether from a Customer or Member, must be made as follows:
 - I. Obtain Return Merchandise Authorization ("RMA") from LoveBiome;
 - II. Ship items to the address provided by LoveBiome Customer Service Department when you are given your RMA.
 - III. Provide a copy of the invoice with the returned products. Such invoice must reference the RMA and include the reason for the return.
 - IV. Ship back product in manufacturer's box exactly as it was delivered.



- B. All returns must be shipped to LoveBiome pre-paid, as LoveBiome does not accept shipping-collect packages. LoveBiome recommends shipping returned products by UPS or FedEx with tracking and insurance, as the risk of loss or damage in shipping of the returned product shall be borne solely by the Customer or Member. If the returned product is not received at LoveBiome Distribution Center, it is the responsibility of the Customer or Member to trace the shipment. Failed delivery will result in no credit given.
- C. Cumulative returns totaling \$500 USD or more over twelve (12) months may constitute grounds for termination of a Member Agreement.

7.0 PRIVACY POLICY

7.1 Introduction

This policy on privacy is to ensure that all Customers and Members understand and adhere to reasonable principles of confidentiality and respect.

7.2 Expectation of Privacy

- A. LoveBiome recognizes and respects the importance Customers and Members place on the privacy of their financial and personal information. LoveBiome will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of, Customers' and Members' financial and account information, as well as nonpublic personal information.
- B. By entering into the Member Agreement, a Member authorizes LoveBiome to disclose their name and contact information to Upline Members solely for activities related to the furtherance of LoveBiome business. A Member hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing their downline Organization and conducting LoveBiome business.

7.3 Employee Access to Information

LoveBiome limits the number of employees who have access to Customers' and Members' nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

LoveBiome will not share non-public personal information or financial information about current or former Customers or Members with third parties, except: (i) as permitted or required by laws and regulations, or court orders; (ii) to serve the Customers' or Members' interests; (iii) to enforce its rights or obligations under these



Policies and the Member Agreement; or (iv) with written permission from the account holder on file.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

By completing and signing the Member Agreement, you acknowledge that business plans, anticipated product-launch disclosures, lists of Customer and Member names and contact information, and any other information which contains financial, scientific or other non-public information—whether written or otherwise—circulated by the Company and pertaining to the business of LoveBiome (collectively “Reports”), are confidential, proprietary information and trade secrets belonging to LoveBiome.

8.2 Obligation of Confidentiality

During the Term of the Member Agreement and for a period of one (1) year after the termination or expiration of the Member Agreement between the Member and LoveBiome, the Member shall not:

- I. Use the information in Reports to compete with LoveBiome or for any purpose other than promoting their LoveBiome business;
- II. Use or disclose to any person or entity any confidential information contained in Reports, including the replication of Member or Customer genealogies to use in another business.

8.3 Breach and Remedies

The Member acknowledges that these Reports are of such character as to render them unique and proprietary, and that disclosure or use thereof in violation of this provision will result in irreparable damage to LoveBiome and its independent Members’ businesses. LoveBiome and/or its Members will be entitled to injunctive relief or to recover damages against any Member who violates this provision in any action to enforce rights under this section. The prevailing party shall be entitled to an award of attorney’s fees, court costs and expenses.

8.4 Return of Materials

Upon demand, any current or former Member will return the original and all copies of all “Reports” to LoveBiome together with any Company confidential information in such person’s possession or control, including paper and digital copies.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS



9.1 Labeling, Packaging, and Displaying Products

- A. A Member may not re-label, re-package, refill, or alter labels of any LoveBiome product, packaging, or related information, materials, or programs. LoveBiome products must only be sold in their original containers as distributed by LoveBiome. Re-labeling or re-packaging or selling individual servings may violate federal and state laws and may result in criminal or civil penalties.
- B. A LoveBiome Member shall not cause any Company products to be sold or any Company trade name to be displayed in retail establishments unless Company grants Member prior written approval.
- C. LoveBiome will permit Members to solicit and make Commercial Sales upon prior written approval from the Company. For the purpose of these Policies, the term “Commercial Sale” means the sale of:
 - I. LoveBiome products that equal or exceed \$5,000 USD in a single order;
 - II. Products sold to a third party who intends to resell the products to ultimate consumers.
- D. A Member may sell Company products and display the Company trade name at an appropriate display booth (such as a trade show) only upon prior written approval from LoveBiome.
- E. LoveBiome reserves the right to deny Member authorization to sell or display LoveBiome products at any function that it deems unsuitable for the promotion of its products or the Company opportunity.

9.2 Use of Company Names and Protected Materials

- A. You must safeguard and promote the good reputation of LoveBiome and its products. Presentation of the marketing and promotion of the Company, the Company opportunity, the Compensation Plan, and its products must be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. All promotional materials supplied or created by LoveBiome must be used in their original form and cannot be changed, amended, or altered except with prior written approval from the Company Compliance Department.
- C. The name of LoveBiome, its logos, and each of its product names and other marks that have been adopted by the Company in connection with its business are proprietary trade names, trademarks, and service marks of LoveBiome. As such, these marks are of great



value to LoveBiome and are licensed to Members for their use only in an expressly authorized manner.

- D. A Member’s use of the name and mark “LOVEBIOME” is restricted to protect the Company’s proprietary rights, ensuring that the Company protected names and marks will not be diluted or compromised by unauthorized use. Use of the LOVEBIOME name on any item not produced by the Company is prohibited except as follows:
 - I. [Your name], Independent LOVEBIOME Member.
 - II. [Your name] Member of LOVEBIOME products.
- E. Additional policies relating to the use of the LOVEBIOME name are as follows:
 - I. All stationary (*i.e.*, letterhead, envelopes, and business cards) bearing the LOVEBIOME name or logo intended for use by the Member must be approved in writing by the Company Compliance Department.
 - II. Members may list “Independent LOVEBIOME Member or “LOVEBIOME Member” in the white pages of the telephone directory but only under their own name.
 - III. Members may not use the name “LoveBiome” or “LOVEBIOME” or “LoveBiome Corporate Headquarters” or “LOVEBIOME” Corporate Headquarters” or anything similar to the foregoing in answering their telephone, creating a voice message, or using an answering service, such as to give the impression to the caller having reached the Company office.
- F. Certain photos and graphic images used by the Company in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Members. If you want to use these photos or graphic images, you must negotiate individual licenses.
- G. LoveBiome Members shall not appear on or make use of television or radio or make use of any other media to promote or discuss the Company or its programs, products, or services without prior written permission from the Company Compliance Department.
- H. A Member may not reproduce for sale or distribution any Company event or speech. Neither can a Member reproduce Company audio or video clips for sale, distribution or for personal use without prior written permission from the Company Compliance Department.
- I. LoveBiome reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the



removal of such materials from the marketplace, Internet, or social media without remuneration to the affected Member.

- J. A Member shall not promote non-LoveBiome products in conjunction with LoveBiome products on the same websites or same advertisement without prior approval from the Company Compliance Department.
- K. Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by LoveBiome may not be made except those approved or legally equivalent to those in official Company literature. In particular, no Member may make any claim that LoveBiome products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements would be perceived as medical or drug claims. Not only do such claims violate the Company policies, but also, they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

9.3 E-mail, Text, and Other Mass-Communication Limitations

- A. Except as provided in this section, a Member may not use or transmit any unsolicited e-mail, mass e-mail distribution, text, or “spamming” that advertises or promotes the operation of his or her LoveBiome business. Allowable e-mails include:
 - I. E-mailing or texting any person who has given prior permission or invitation; and
 - II. E-mailing or texting any person with whom the Member has established a prior business or personal relationship.
- B. In all states where prohibited by law, a Member may not transmit, or cause to be transmitted through a third party, (whether by telephone, facsimile, computer or other device) any unsolicited advertisement to any equipment which has the capacity to transcribe text or images from an electronic signal received over a telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- C. All e-mail, texts or computer broadcasted communications subject to this provision shall include each of the following:
 - I. A clear and obvious identification that the e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
 - II. A clear return path or routing information;
 - III. The use of legal and proper domain name or telephone sender;



- IV. A clear and obvious notice of the opportunity to decline to receive further commercial e-mail or texts messages from the sender;
 - V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - VI. The true and correct name of the sender, valid senders e-mail address or telephone number, and a valid sender address;
 - VII. The date and time of the transmission; and
 - VIII. Upon notification by recipient of their request not to receive further e-mailed or texted communications, a LoveBiome Member shall not transmit any further communications to that recipient.
- D. All e-mail, text or computer broadcasted communications subject to this provision shall not include any third-party domain name without permission.

9.4 Internet, Replicated Website, and Social Media

- A. You may not use, register, or attempt to register any of LoveBiome’s trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company’s name, or any derivative thereof, for any purpose, including but not limited to Internet domain names (URL), third party websites, e-mail addresses, web pages, Social Media usernames, or blogs.
- B. You may not sell LoveBiome products or offer the business opportunity using “online auctions” or “online marketplaces” such as eBay®, Amazon®, Facebook® Marketplace, etc.
- C. All Members may only have one (1) replicated website offered by LoveBiome and hosted on the Company’s servers. Members may use this replicated website to enroll new Members and offer Customers and Members alike the opportunity to buy Company products. LoveBiome does not allow an Member to create their own third-party website (*i.e.*, a website not hosted on the Company servers). LoveBiome does not grant any Member a license to use its trademarks, trade names, service marks, service names, product names, URLs, advertising phrases, images or Company information on any third-party website.
- D. Member understands that upon termination of the Member’s Agreement, in its sole discretion LoveBiome has the right to revoke the Member’s access to their replicated website and may cancel and/or re-direct all traffic to the Company site.



- E. Social Media profiles and content posted by a Member to promote LoveBiome products or opportunities must clearly identify the Member, provide the Member's link to their replicated website, and state that LoveBiome's trademarks and copyrighted images are used with permission under license with LoveBiome. Members may only use Company-sponsored replicated websites and Company-approved advertising utilizing licensed marks. Members shall not use any Company name, trademark, or product (past or present) as part of any URL, social media usernames or blog. Members shall not include "LoveBiome", or "Love Biome", or any derivative name as part of any URL social media username, or blog. By way of example, a Member cannot use @LoveBiomeUSA for a username, or LuvBiome for a Twitter account, or www.lovebiomeguy.com for a website. LoveBiome's trademarks, copyrighted images and Company information shall not be used in any social media which also contains (or contains links to) crass conversations, political comments, indecent images, obscene video or audio, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate under this section is at the Company's sole discretion, and offending Members will be subject to disciplinary action, including termination. Banner ads and images used on these sites must be current and must come from the LoveBiome approved library. If any link is provided, it must link to the posting Member's replicated website.
- F. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Members will be subject to disciplinary action, including termination.
- G. Members may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Members create or leave must be useful, unique, relevant, and specific to the blog's article. Members shall not use Company name, trademarks, or product names as meta data to drive search engines.
- H. Members must disclose their true names on all Social Media postings, and conspicuously identify themselves as an independent Member for LoveBiome. Anonymous postings or use of an alias is prohibited.
- I. Postings that are false, misleading, or deceptive are prohibited. Postings that make improper therapeutic, curative, or financial claims are prohibited. This includes, but is not limited to, false or deceptive postings relating to the LoveBiome income opportunity, the Company's products, and/or your biographical information and credentials.
- J. Members are personally responsible for their postings and all other online activity that relates to LoveBiome. Therefore, even if a Member does not own or operate a blog or Social Media site, if a Member posts to any such site that relates to LoveBiome, the Member is responsible for the posting and all re-postings. Members are also responsible for postings which occur on any blog or Social Media site that the Member owns, operates, or controls.



- K. As a Member, it is important you do not engage in combative communications with any person who places a negative post against you, other Members, or the Company. Report negative posts to customerservice@lovebiome.com. Responding to such negative posts often fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as LoveBiome, and therefore, damages the reputation and goodwill of the Company and its Members.
- L. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, the Company therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Members using, or who wish to use, such sites adhere to the Company's policies relating to third-party websites.
- M. If your LoveBiome business is terminated for any reason, you must discontinue using the Company name, and all of Company's trademarks, trade names, service marks, images and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent LoveBiome Member, you must conspicuously disclose that you are no longer an independent Member of LoveBiome.
- N. Failure to comply with these Policies for conducting business online may result in the Member losing their right to advertise and market LoveBiome products and the Company's business opportunity online in addition to any other disciplinary action available under these Policies.

9.5 Advertising and Promotional Materials

- A. You may not advertise any LoveBiome products at a price less than the highest Company published, established suggested retail price plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free Company business, free shipping, or other such offers otherwise available through the Company.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C. All advertising content, including but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Company Compliance Department.
- D. All requests for approvals of advertising must be directed in writing to the Company Compliance Department.



- E LoveBiome reserves the right to rescind a prior approval of advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without remuneration to the affected Member.

9.6 Permission for Use of Testimonial, Image, and Likeness

- A. By signing the LoveBiome Member Agreement, you give the Company permission to use your testimonial, image and/or likeness in Company sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the LoveBiome opportunity, you waive any right to be compensated for the use of your testimonial, image and/or likeness even though LoveBiome may derive a financial benefit for items or sales materials containing your testimonial, image and/or likeness. In some cases, a Member's testimonial may appear in another Member's advertising materials. If you do not wish to participate in the Company's sales and marketing materials, you must provide prior written notice to the Company Compliance Department to ensure that your testimonial, image and/or likeness will not be used in any Company materials, Company recognition pieces, advertising, or recordings of annual events.

9.7 Telemarketing Limitations

- A. A LoveBiome Member must not engage in telemarketing in relation to the operation of the Member's business. The term "telemarketing" means using a third-party or robocalls to make telephone calls to induce the purchase of LoveBiome products, or to recruit individuals to the LoveBiome opportunity.
- B. The Federal Trade Commission ("FTC"), the Federal Communications Commission ("FCC"), and local governments have "do not call" laws that restrict telemarketing practices.
- C. While Members might not consider themselves to be "telemarketers" in the traditional sense, these regulations broadly define the terms "telemarketer" and "telemarketing" such that an act of making a sales call to someone whose telephone number is listed on a "Do Not Call" registry might violate the law. These regulations must not be taken lightly, as they carry significant penalties (currently up to \$43,792 USD per violation).
- D. "Cold calls" made to prospective Customers or Members who are not actually known by the calling Member are considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations

A LoveBiome Member may place telephone calls to prospective Customers or Members only under the following limited situations:



- I. If the Member has an established business relationship with the prospect;
 - II. In response to the prospect’s personal or online inquiry arising out of a direct contact made by the LoveBiome Member within three (3) months immediately before the date of such a call;
 - III. If the Member receives a written request or e-mail from the prospect authorizing the Member to call;
 - IV. If the call is to family members, personal friends, or acquaintances. However, if a Member regularly collects business cards from almost everyone they meet without discussing the LoveBiome opportunity before collecting cards, and subsequently call them about LoveBiome, the practice could be deemed a form of telemarketing;
- F. A Member shall not use automatic telephone dialing systems (“robocalls”) in the operation of their business.
- G. Failure to abide by LoveBiome policies or regulations regarding telemarketing may lead to sanctions against the Member’s business, up to and including termination of the Member Agreement. In the event a Member violates this section, LoveBiome reserves the right to institute legal proceedings to obtain monetary or equitable relief.
- H. By signing the Member Agreement, or by accepting commission checks, other payments, or awards from LoveBiome, a Member gives permission to LoveBiome and other Members to contact them as otherwise permitted under Do Not Call regulations.

10.0 CHANGES TO AN MEMBER’S BUSINESS

10.1 Modification of the Member Agreement Accountholder Information

A LoveBiome Member may request modification of their existing Member Agreement (*e.g.*, change a social security number to a Federal ID number, add a spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Member) by submitting a written request, accompanied by a replacement Member Agreement and Business Registration Form, if applicable, completed with signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation.

10.2 Change of Sponsor or Placement for Active Members

- A. New Members or their original Sponsor may request a change of Sponsor or Placement within the first 30 days of enrollment for the purpose of structuring an Organization. The new Member Agreement must be received within the calendar month for commission calculations to be effective after a requested change.



- B. Sponsors may make “Placement changes” from one Member to another for personally Sponsored (frontline) Members during the first 90 days of enrollment.
- C. Maintaining the integrity of the organizational structure is mandatory for the success of LoveBiome and our independent Members. As such, only under exceptional circumstances and at the discretion of the Company may a request to change placement be made after 90 days, and then only within the first 180 days of initial enrollment as a Member. Such changes may only occur within the same Organization.
- D. To change or correct a Sponsor, a Member must comply with following procedures:
 - I. Submit a Sponsor Placement Transfer Form;
 - II. Submit a replacement LoveBiome Member Agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation; and
 - III. The replacement Member Agreement must be a new, completed document with signatures, not a “crossed-out” or “white-out” version of the first Agreement.
- E. Upon approval, the Member’s downline, if any, will transfer with the Member.
- F. After the first 30 days from initial enrollment, LoveBiome will honor the Sponsor/Placement as shown:
 - I. On the most recently signed Member Agreement on file; or
 - II. Self-enrolled on the website (*i.e.*, electronically signed web Agreement).
- G. LoveBiome retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

10.3 Change Sponsor or Placement for Inactive Members

- A. At the discretion of LoveBiome, Members who have neither ordered nor sold products in the past twelve (12) months, and who have not tendered a letter of resignation, are eligible to re-enroll in LoveBiome under the Sponsor/Placement Member of their choice.
- B. Upon written notice to LoveBiome that a former Member wishes to re-enroll, LoveBiome will “compress” (close) the original account. A new Company ID number will then be issued to the re-engaged Member.



- C. Such re-engaged Member will not retain former rank, downline, or rights to commission checks from their former Organization.
- D. LoveBiome reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

10.4 Changing Organizations

- A. Except as allowed above, if a LoveBiome Member wishes to change to another Sponsor/Placement Organization, they must submit a letter of resignation to the Company Customer Service Department and remain inactive in the Company (neither receiving commissions nor selling products) for six (6) months from the resignation before being eligible to re-enroll under a different Sponsor/Placement.
- B. LoveBiome retains the right to approve or deny any request to re-enroll after a Member's resignation or termination.
- C. If re-enrollment is approved, the former Member will be issued a new Member ID number and will be required to submit a new Member Agreement. The Member will not be entitled to keep any former rank, downline, or rights to commission checks from any prior Organization.

10.5 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to enticing, bidding, or engaging in unreasonable competition in trying to sponsor a prospective or new Member first approached by another Member or attempting to influence another Member to transfer to a different sponsor.
- B. Evidence of unethical sponsoring must be promptly reported in writing to the Company Compliance Department. If a prompt report is substantiated, LoveBiome may transfer the unethically sponsored Member or their downline to another Sponsor, Placement or Organization without approval from the current up-line Sponsor or Placement Members. Understand that LoveBiome remains the final authority in all such cases.
- C. The Company prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the LoveBiome compensation system and/or the marketing plan in order to inflate commissions or fabricate a promotion or qualification through downline manipulation of Members. One example of stacking occurs when a Sponsor places participants under an inactive Member's downline without their knowledge and/or effort in order to trigger unearned qualification for commissions or bonuses. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of Member's positions and businesses of all individuals and/or entities found to be complicit.



- D. Members must honor their contractual and intellectual property obligations owed to current and former companies. Should Members engage in contacting representatives of other companies to sell LoveBiome products, they are obligated to do so within the limitations of their legal obligations. If any lawsuit, arbitration, or mediation is brought against a Member alleging that the Member engaged in an inappropriate recruiting activity of her company's representative or consumers, the Company will not pay any defense costs or legal fees, neither will the Company indemnify the Member for any judgment, award, or settlement.

10.6 Sell, Assign or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure and to prevent unfair use of Company interests and Confidential Information, it is necessary for LoveBiome to place conditions on the transfer, assignment, or sale of a Member's business.
- B. A LoveBiome Member may not sell or assign their rights or delegate their position as a Member without *prior written approval* by LoveBiome, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of LoveBiome.
- C. Should the sale be approved by LoveBiome, the Buyer acquires the Seller's downline and assumes the position of the Seller at the current qualified title and at the current "paid as" rank.
- D. To request Company authorization for a sale or transfer of a LoveBiome business, the following documents must be submitted to the Company Compliance Department:
 - I. A complete Sale/Transfer of Business Form with the requisite signatures.
 - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
 - III. A LoveBiome Member Agreement completed and signed by the Buyer;
 - IV. Payment of the \$100 USD administration fee; and
 - V. Any additional supporting documentation requested by LoveBiome.
- E. Any debt obligations that either Seller or Buyer may have with LoveBiome must be satisfied prior to the approval of the sale or transfer by the Company.
- F. LoveBiome Members who sell their business are not eligible to re-enroll as a LoveBiome Member in any Organization for six (6) full months following the date of the sale except as otherwise expressly set forth in these Policies.

10.7 Dividing a LoveBiome Business



- A. If the equity interest in a LoveBiome business is divided pursuant to a divorce decree or statutory dissolution of a Business Entity, those holding a divided equity interest must adopt one of the following methods of operation:
 - I. One interest holder may, with the written consent of the other(s), operate the LoveBiome business whereupon the other interest holder(s) (e.g., spouse, shareholders, partners, members, or trustees) shall relinquish their interest and authorize LoveBiome to deal directly and solely with the one interest holder; or
 - II. The interest holders may continue to operate the LoveBiome business jointly. The interest holders shall unanimously, unequivocally, and irrevocably designate in writing one of their interest holders to be the sole decision-maker and representative for the LoveBiome business, whereupon all compensation paid by the Company will be paid in the designated name as the interest holders independently agreed between themselves. If no name is stipulated, LoveBiome will continue to pay compensation to the name on record and in such an event, the Member named on the account shall indemnify LoveBiome from any claims from the other interest holder(s).
- B. LoveBiome allows only one downline Organization for each Member and will issue only one commission payment per LoveBiome business per commission cycle. Under no circumstances will the downline of a Member be divided, neither will LoveBiome split a commission or bonus between interest holders of a Member.
- C. If, after a divorce decree or statutory dissolution of a Business Entity, a spouse, partner, or co-owner of a LoveBiome business completely relinquishes in writing all interests in the business (“Relinquishing Party”), they may immediately re-enroll under any Sponsor and Placement of their choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Member or Customer in the former Organization, and must develop a new business in the same manner as any other new LoveBiome Member. A Member in the Relinquishing Party’s former downline who wishes to transfer to the Relinquishing Party’s new Organization or to any other Organization, must comply with the requirements in Section 10.4.

10.8 Succession

- A. Upon the death or incapacity of a Member, the Member’s business may be transferred to their legal heir(s), devisee(s) or successor(s) in interest (collectively “Successor”). Whenever a LoveBiome business is transferred by inheritance; the Successor acquires the right to operate the business and earn commissions and bonuses and commissions of the deceased Member’s Organization. The Successor must:
 - I. Complete and sign a new LoveBiome Member Agreement;
 - II. Comply with the terms and conditions of the Member Agreement; and



- III. Continue to meet the qualifications for the last title and paid-as rank achieved by the deceased or incapacitated Member.
- B. Bonus and commission compensation to a LoveBiome business transferred based on this section will be paid in a single check to the Successor. The Successor must provide LoveBiome with current information (including address, tax ID, etc.).
- C. If the LoveBiome business is inherited by multiple Successors, they unanimously must identify a single person to be the new owner of the entire business, or else form a business entity and acquire a Federal taxpayer identification number. LoveBiome will issue bonus and commission payments and one 1099 Miscellaneous Income Tax form to a single owner only.
- D. Appropriate legal documentation must be submitted to the Company Compliance Department to ensure the transfer is done properly. To affect a testamentary or intestate transfer of a LoveBiome business, the Successor must provide the following to the Company Compliance Department:
 - I. A certified copy of the death certificate; and
 - II. A notarized copy of the will (if any) with other appropriate legal documentation establishing the Successor's sole right to the LoveBiome business.
- E. To complete a transfer of the LoveBiome business because of incapacity, the Successor must provide the following to the Company Compliance Department:
 - I. A notarized copy of an appointment as trustee, conservator or guardian;
 - II. A notarized copy of a trust document or other appropriate legal documentation establishing the Successor's appointed legal right to administer the LoveBiome business; and
 - III. A completed Member Agreement executed by the Successor.
- F. If the Successor already has an existing Member business, LoveBiome will allow such Member to keep their own business plus the Successor business active for up to six (6) months. By the end of the 6-month period, the Member must have compressed (if applicable), sold or otherwise transferred either the existing business or the inherited business.
- G. If the Successor wishes to terminate the LoveBiome business, they must submit a notarized statement stating the desire to terminate the business, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.



- H. Upon written request, LoveBiome may grant a one (1) month bereavement qualification waiver and pay out at the last “paid as” rank.

10.9 Resignation/Voluntary Termination

- A. A Member may immediately terminate their business by submitting a written notice or e-mail to the Company Compliance Department. The written notice should include the following:
 - I. The Member’s intent to resign;
 - II. Effective date of resignation;
 - III. LoveBiome Identification Number;
 - IV. Reason for resigning; and
 - V. Signature.
- B. A LoveBiome Member may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Member who has resigned is not eligible to reapply for a business or have any financial interest in a or any LoveBiome business for six (6) months from receipt of the written notice of resignation.

10.10 Involuntary Termination

- A. LoveBiome has the right to terminate a Member for cause, including but not limited to the following:
 - I. Violation of any terms or conditions of the Member Agreement;
 - II. Violation of any provision in these Policies;
 - III. Violation of any provision in the Compensation Plan;
 - IV. Violation of any applicable law, ordinance, or regulation regarding the LoveBiome business;
 - V. Engaging in unethical business practices or violating standards of fair dealing; and/or
 - VI. Conviction of a felony crime or any crime involving fraud, dishonesty, or other moral turpitude;



- B. LoveBiome will notify the Member via mail or e-mail sent to their last known address of its intent to terminate the Member's business and the reason for termination. The Member will have fourteen (14) calendar days from the date of notice to respond in writing to the reasons constituting cause for termination as stated in the notice. LoveBiome will then have fourteen (14) calendar days from the date of receipt of the Member's response to render a final decision as to termination.
- C. If a decision is made by LoveBiome to terminate the Member's business, LoveBiome will inform the Member in writing that the business is terminated effective as of the date of the written notification. The Member will then have fourteen (14) calendar days from the date of mailing of such notice to appeal the termination in writing. LoveBiome must receive the Member's written appeal within fourteen (14) calendar days of the date of the LoveBiome termination letter. If the written appeal is not received within this time period, the termination will be considered final.
- D. If the Member does file a timely appeal of termination, LoveBiome will review its decision (along with any other relevant information provided), consider any other appropriate action, and notify the Member of its decision. The decision of LoveBiome's executives is then considered final and not subject to further review.
- E. If the appeal is confirmed, the termination will remain effective as of the date of the original termination notice by LoveBiome. The former Member shall thereafter be prohibited from using the names, trademarks, signage, labels, stationery, advertising, or business material referring to or relating to any LoveBiome products. LoveBiome will notify the active Upline Sponsor within fourteen (14) days after termination. The Organization of the terminated Member will "roll up" to the next active Upline Sponsor on record.
- F. After termination for cause, a former LoveBiome Member may not reapply whether under their own name or any other name or Business Entity for at least twelve (12) months after termination, subject also to obtaining the express written consent of LoveBiome following a review by the Company Compliance Committee.

10.11 Effect of Termination

- A. Following a Member's termination, whether voluntary, for inactivity or for cause, such Member:
 - I. Shall have no right, title, claim or interest to any compensation from the sales generated by the Member's former Organization or former independent business;
 - II. Effectively waives any and all claims of any interest in or to the Member's former downline Organization;



- III. Shall receive commissions and bonuses only for the last full commission cycle in which they were fully active prior to termination (excluding any amounts withheld during investigation of acts leading to a termination for cause), less any amounts owed to LoveBiome.

11.0 DISCIPLINARY SANCTIONS

11.1 Imposition of Disciplinary Sanctions - Purpose

It is the spirit of LoveBiome that integrity and fairness should pervade among its Members, thereby providing everyone with a fair opportunity to build a successful business. Therefore, the Company reserves the right to impose disciplinary sanctions any time it determines that a Member has violated the Agreement, these Policies, or the Compensation Plan as amended from time to time.

11.2 Consequences and Remedies

- A. Disciplinary sanctions may include:
 - I. Monitoring a Member's conduct to ensure compliance;
 - II. Issuing a warning or requiring the Member to take immediate corrective action;
 - III. Imposition of a fine (which may be enforced immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until LoveBiome receives adequate assurances from the Member to ensure future compliance;
 - IV. Suspension from participation in Company or Member events, rewards, or recognition;
 - V. Suspension of the LoveBiome Member Agreement and business for a period of time reasonably commensurate to the violation;
 - VI. Termination of the Member's Agreement and business; and/or

Any other measure which LoveBiome deems reasonable and appropriate to justly resolve damages caused by the violation.

12.0 DISPUTE RESOLUTION

12.1 Grievances Between Members



- A. If a LoveBiome Member has a grievance against another Member regarding any practice or conduct relating to their respective businesses, they are encouraged to resolve the issue directly with the other party. If a reasonable resolution cannot be reached, the Members may report the grievance to the Company Compliance Department as detailed in this Section.
- B. The Company Compliance Department will be the final authority on settling any grievance between Members, and its written decision shall be final and binding on the Members involved.
- C. LoveBiome's involvement in resolving grievances is limited to LoveBiome business matters only. The Company will not decide issues that involve personality conflicts between, or unprofessional conduct by, Members outside the context of their LoveBiome businesses. Issues beyond the scope of reasonable and customary Company activities may not be used to justify a Sponsor or Placement change or a transfer to another LoveBiome Organization.
- D. LoveBiome does not consider, enforce, or mediate third-party agreements between Members. Neither does it provide names, funding, or advice for retaining legal counsel.
- E. Process for Grievances:
 - I. A LoveBiome Member may submit a written statement of grievance (via mail or e-mail) to the Company Compliance Department. The statement shall set forth the details of the grievance as follows:
 - a. The nature of the grievance;
 - b. Specific facts to support the allegations;
 - c. Dates;
 - d. Number of occurrences;
 - e. Persons involved;
 - f. Supporting documentation; and
 - g. Requested resolution
 - II. Upon receipt of the statement, LoveBiome may investigate utilizing the following procedures:
 - a. The Compliance Department will acknowledge receipt of the statement of grievance;
 - b. The Compliance Department will provide notice of the statement to the Member alleged to have caused the grievance. If a written notice is sent to that Member, they will have fourteen (14) calendar days from the date of the notification letter to respond with relevant information relating to the grievance;



- c. The Compliance Department will investigate the statement of grievance, consider all the submitted relevant information, and if appropriate, obtain additional including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a reasonably resolution will vary.
 - d. During the course of the investigation, the Compliance Department in its discretion may provide periodic status reports. No other information will be released during this time. Member calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- F. Upon conclusion of the investigation, LoveBiome will make a determination and notify the Members involved of its resolution.

12.2 Mandatory Binding Arbitration

- A. Any and all controversies or claims arising out of or relating to the LoveBiome Member Agreement or these Policies (including any alleged breach thereof); the Member’s business; or any dispute between LoveBiome and the Member, shall be settled by mandatory binding arbitration administered by the American Arbitration Association under its commercial arbitration rules. Such arbitration shall be held in Utah unless the parties otherwise unanimously agree. There shall be one arbitrator who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.
- B. The prevailing party in any such arbitration shall be entitled to an award of costs and expenses of arbitration, including reasonable attorney’s fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment and entered in any court of competent jurisdiction.
- C. This agreement to arbitration shall survive any termination or expiration of the Member Agreement.
- D. Nothing in these Policies shall prevent LoveBiome from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect the Company’s interests or its Confidential Information prior to, during or following the filing of an arbitration proceeding, or pending the rendition of a decision or award in connection with any arbitration proceeding.
- E. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY



CLAIM HEREUNDER WITH A CLAIM BY ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

12.3 Severability

If any provision (or part thereof) of these Policies is found to be invalid or unenforceable for any reason, only the invalid or unenforceable part of the provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision (or part) never were included in these Policies.

12.4 Waiver

- A. Only an officer of LoveBiome can, in writing, affect a waiver of these Policies. LoveBiome's waiver of any particular breach by a Member shall not affect LoveBiome's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Member.
- B. The existence of any claim or cause of action of a Member against LoveBiome shall not constitute a defense to LoveBiome's enforcement of any term or provision of these Policies.

12.5 Successors and Claims

The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13.0 Governing Law

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Utah and the exclusive jurisdiction of the United States courts.

14.0 Glossary of Terms

ACTIVE MEMBER: A Member who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each Member, which includes: (i) the Member Agreement; (ii) the LoveBiome Policies and Procedures; and (iii) the LoveBiome Compensation Plan, all in their current form and as amended by LoveBiome in its sole discretion. These documents are collectively referred to as the "Agreement."



COMPENSATION PLAN: The guidelines and referenced literature for describing how Members can receive commissions and bonuses.

CUSTOMER: A consumer who purchases LoveBiome products and does not engage in building a business or retailing product.

MEMBER: An individual or Business Entity that generates retail sales and receives commissions.

LINE OF SPONSORSHIP (LOS): A report generated by LoveBiome that provides critical data relating to the identities of Members, sales information, genealogical structure, and enrolment activity of each Member's Organization. This LOS report contains confidential and trade secret information which is proprietary to LoveBiome.

ORGANIZATION: The Customers and Members placed below a particular Member.

OFFICIAL COMPANY MATERIAL: Literature, audio or video media, advertising, and other materials developed, printed, published, and distributed by LoveBiome to its Members.

PLACEMENT: Your position in your Sponsor's Organization.

RECRUIT: For purposes of LoveBiome's Conflict of Interest Policy, the term "recruit" means the actual or attempted solicitation, enrolment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party) another LoveBiome Member or Customer to enroll or participate in another business. This conduct represents recruiting even if the Member's actions are in response to an inquiry made by another Member or Customer.

RESALABLE CONDITION: Products shall be deemed in "Resalable Condition" if each of the following elements is satisfied: (i) products are unopened and unused; (ii) products' original packaging and labelling has not been altered or damaged; (iii) products are in a condition such that it is a commercially reasonable practice to resell the merchandise at full retail price; and (iv) the products have current LoveBiome labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or seasonal, is not in Resalable Condition.

SPONSOR: A Member who enrolls a person or Business Entity as a Customer or Member in the Company and is actually listed as the Sponsor on the Member Agreement. The act of enrolling others and training them to become Members is called "sponsoring."

UPLINE: This term refers to the Member or Members above a particular Member or Customer in a sponsorship line up to the Company. It is this line of Sponsors that links any particular Member to the Company.



SPONSOR PLACEMENT TRANSFER FORM (WITHIN 90 DAYS)

- 1) This form is being used to request (*circle one*): a placement | personal sponsor change | both a placement and personal sponsor change
2) See the Policy Manual for the policies governing these changes. Additional copies of this form may be submitted for notarizations.

Member to be Moved (*please print*)

Member name

Country

Member ID#

Personal Sponsor of Member (*please print*)

Personal Sponsor name

Member ID#

New Placement Sponsor Information (*please print*)

Moving Member is to be placed beneath

Member ID#

New Personal Sponsor Information (*please print*)

Moving Member is to be personally sponsored by

Member ID#

Placement Change (*90-day*)

Signature of personal sponsor (*required*)

Note: For questions regarding required signatures please call your local LoveBiome office. Submit this form by mail to your local LoveBiome office or email the form to compliance@lovebiome.com by the 15th of the month.

