



## LE-VEL BRANDS POLICIES & PROCEDURES

### 1. INTRODUCTION

From this point forward Le-Vel Brands, LLC will be referred to as "Le-Vel" while Le-Vel Independent Brand Promoters will be referred to as "Promoter" or "Promoters."

Should any portion, or part thereof, of the Agreement, or any instrument published by Le-Vel be declared invalid in a court of jurisdiction, the balance of such rules, applications, or instrument, or parts thereof, shall remain in full force and effect.

Le-Vel is a direct selling company that markets its products through independent promoters. It is important to understand that your success and the success of your fellow Promoters depend on the integrity of the men and women who market Le-Vel products and services. The Agreement (as defined below) is made to clearly define the relationship between you and us, between you and your Customers and between you and other Promoters. Le-Vel is sometimes referred to as "the Company", "we", "us" and "our", and the Promoter agreeing to the terms and conditions of the Promoter Agreement is sometimes referred to as "you" and "your."

These Policies and Procedures (sometimes herein referred to as the "Policies"), as currently stated and as amended from time to time, are incorporated into and form an integral part of the Promoter Agreement. When the term "Agreement" is used herein, it collectively refers to these Policies and Procedures, and the Le-Vel Compensation Plan. You have the responsibility to read, understand and adhere to the most current version of these Policies and Procedures. When sponsoring a new Promoter, you must ensure that he or she is provided with the opportunity to (1) review and understand the terms and conditions of the Agreement and (2) read and understand the Policies and Procedures and the Compensation Plan prior to enrolling as a Promoter. Failure to comply with the provisions of any of these documents may result in the termination of the Agreement without notice.

#### 1.1. Code of Ethics.

We are a value-based company and pride ourselves on the quality and character of our Promoters. The following Code of Ethics helps ensure a uniform standard of excellence throughout our organization. You agree to practice the following ethical behavior when operating your Promotership. Each part of the Code of Ethics is material to the Agreement.

- a) I will be honest and fair in my dealings as a Promoter of Le-Vel.
- b) I will perform my business in a manner that will enhance my reputation and the positive reputation of Le-Vel, its staff and administrative personnel, and other Promoters.
- c) I will be courteous and respectful of every person I contact in the course of my Le-Vel Independent Promoter activities.
- d) I will fulfill my leadership responsibilities as a sponsor including training, supporting and communicating with the Promoters in my organization in a courteous and timely fashion.
- e) I will not misrepresent Le-Vel, its products or the Compensation Plan.
- f) I will correctly represent the Compensation Plan and the income potential represented therein. I understand I may not use my own income or lifestyle as an indication of others' potential success or use the compensation earnings as marketing materials.
- g) I will not sponsor or attempt to sponsor any Le-Vel Promoter directly or indirectly into any other network marketing program or engage in deceptive or illegal practices.
- h) I will remember that even my personal experience and the benefits received from Le-Vel products, services or programs, may be interpreted as making drug claims (medical claims) or income claims, including lifestyle claims.
- i) I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as a Promoter and will discharge all debts and duties as required of a Promoter.
- j) I will actively work to establish and maintain a Customer base and engage in retail sales.

- k) I will not engage in activities that may bring disrepute to any Le-Vel corporate officer or employee, me or other Promoters.
- l) I will not make disparaging or discouraging claims towards other Le-Vel Promoters or Le-Vel staff and administrative personnel. I will ensure that in all Le-Vel business dealings I will refrain from engaging in negative language and defamatory statements towards other Promoters or Le-Vel staff and administrative personnel.
- m) I will not make comparisons of another company's direct selling opportunity, products and services.
- n) I understand that all promotional literature, advertisements and mailings must be approved through Le-Vel's Compliance Department prior to publishing and may not contain descriptions or other information that is false, deceptive or misleading. All literature must also contain the Company name and website as well as my contact information with the designation "Le-Vel Independent Brand Promoter" after my name or Promoter link.
- o) I understand and I agree not to solicit other Promoters currently active or under contract with other Direct Selling companies.

### **1.2 Business Conduct.**

Promoters will perform all of their business activities in a professional and ethical manner, which will enhance the Promoter's reputation, the reputation of other Promoters and the positive reputation of Le-Vel. Promoters will not engage in any conduct that would negatively reflect on Le-Vel or any other Promoter's image. Promoters will be courteous and respectful of every person contacted including employees and administrative personnel of the corporate office of Le-Vel, and will conduct their Promoter status in a way as to respect the products and professionalism of Le-Vel and its other Promoters. A Promoter will under no circumstance disparage or infringe upon the Le-Vel name, image or reputation in connection with the marketing of Le-Vel products or misappropriate any confidential or proprietary information or trade secrets (including Promoter name and address lists) for use by the Promoter or others.

## **2. INDEPENDENT PROMOTER**

### **2.1. Independent Contractor Status.**

The Promoter will not be treated as an employee for federal and/or state tax purposes. All Promoters are independent contractors engaged in their own separate business pursuits. Promoters are not to be considered purchasers of a franchise, nor does the Agreement between Le-Vel and its Promoters create an employer/employee relationship, agency, partnership or joint venture. Promoters are strictly prohibited from stating or implying, whether orally or in writing that their relationship is any other than as outlined above. Each Promoter shall hold Le-Vel harmless from any claims, damages or liabilities arising out of the Promoter's business practices. Promoters have no authority to bind Le-Vel to any obligation. Each Promoter is encouraged to set up his/her own hours and to determine his/her own methods of sales, as long as he/she complies with the terms of the Agreement.

### **2.2. Liability Insurance.**

As an independent contractor, Promoters shall be solely responsible for obtaining applicable business insurance relevant to his or her business activities, such as holding live events.

### **2.3. No Purchase Required.**

No Promoter is required to purchase any Le-Vel products, services or programs.

### **2.4. Promoter Enrollment.**

Le-Vel provides its Promoters with a free Promoter Link that forwards to the Le-Vel corporate website. Le-Vel also provides a free cloud-based back office support system that enables the Promoter to manage his/her business, view online tools, review the calculation and payment of commissions, and access previous records of Promoter purchases. When the Promoter elects to enroll with Le-Vel they are granted a temporary license to access and utilize LV Software System (LVSS) at no cost to the Promoter. Promoters will have unlimited access to his/her back office for the purpose of conducting Le-Vel related business as a Promoter in accordance with the policies and procedures herein.

### **2.5. Promoter Rights.**

All Promoters are authorized to sell Le-Vel products and to participate in the Le-Vel Compensation Plan so long as they are not in violation of this Agreement and in good standing. All Le-Vel Promoters may sponsor/enroll new Promoters and enroll Customers in accordance with the terms herein.

### **2.6. Legal Age.**

Promoters must be 18 years old or older to operate a Le-Vel Promotership. Our products are not intended to be consumed or used by minors. As such, minors shall not be permitted to promote our products and their image or likeness shall not be used in any advertising associated with our company or products.

### **2.7. Married Couples.**

Spouses may each have their own Promotership with Le-Vel. They must be in the same line of sponsorship with their spouse and may not be associated directly or indirectly with Promoter positions in other downline organizations. The action of one spouse will be attributed to both spouses. No more than two Promoterships are allowed per household.

### **2.8. Promotership Limitation.**

Each individual, business entity, and trust shall create, operate and maintain only one Promotership account with Le-Vel. Promoters who are enrolled individually are not able to have any financial, equitable or ownership interest in any business entity or trust with a Promoter account.

### **2.9. Business Entities and Trusts.**

Corporations, partnerships and/or trusts may become Promoters by submitting the following documents to our Compliance Department:

- a) Copies of the formation documents, partnership agreement or trust documents in compliance with the state of formation or creation.
- b) If a business entity, the Employer Identification Number (EIN) as required or as elected.
- c) A complete list of all directors, officers and shareholders who have an interest in the entity, partnership or trust. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee(s) and beneficiary/beneficiaries.
- d) If any shareholder, partner, or beneficiary of a Corporation, Partnership or Trust is an entity, then the information required above for the entity shall also be required for such shareholder, partner, member or manager.

Shareholders, members, partners, beneficiaries and trustees, directors and officers as applicable, agree to remain personally liable to Le-Vel and bound by our Policies and Procedures. In any Promoter position involving the efforts of more than one individual, whether as a corporation, partnership or trust, the actions of one participant shall reflect on the Promotership as a whole. If one member is found to have violated the terms and conditions of the Policies and Procedures of Le-Vel then the Promotership as a whole will be considered to be in violation. Shareholders, members, partners, beneficiaries and trustees, directors and officers of an existing Promotership shall not hold any ownership, beneficiary, director or officer position of any other existing Promotership.

### **2.10. Fictitious and/or Assumed Names.**

A person or entity may not apply for a Promotership using any fictitious or false information, including without limitation, an assumed name or identity of another person or entities that will not be associated with the Promotership. Promoters are prohibited from entering a Tax ID Number different from the one assigned to the original account created by the Promoter without completing an Account Transfer Form and receiving final approval by Le-Vel's Compliance Department.

### **2.11. Taxation.**

Promoters will be treated as independent contractors for all federal and/or state tax purposes. As independent contractors, Promoters will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the *Internal Revenue Code*, *Social Security Act*, *Federal Unemployment Act*, *State Unemployment Act*, or any other federal, state or local statute, ordinance, rule or regulation.

As independent contractors, Promoters are solely responsible for reporting all income generated to the federal and/or state taxing authorities as required by law.

For clarity, each Promoter bears full responsibility for any resulting penalties or interest resulting from a Promoter's failure to properly report income, products sold, or any other requisite information and/or a Promoter's failure to properly pay any amount required to any taxing authority (be it federal and/or state).

Le-Vel cannot provide independent contractors with any personal tax advice. Instead, independent contractors should consult with their own tax professionals for such advice.

### **2.12. Legal Compliance.**

All Promoters shall comply with all federal and state statutes and regulations and local ordinances and regulations concerning the operation of his/her business. All Promoters are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes (insofar as may be applicable). At the end of each calendar year, Le-Vel will issue an IRS Form 1099 Misc. for non-employee compensation for Promoters as required (current law requires 1099's only for annual incomes earned above six hundred dollars (\$600) within a calendar year). Since Promoters are not Le-Vel employees, Le-Vel is not responsible for payment or co-payment of any employee benefits, statutory withholdings or remittances, or any other amounts or contributions required by law to be submitted for employees.

**2.13. Consent to Receive 1099 Statement Electronically.**

By agreeing to the terms herein, you further consent in the affirmative that Le-Vel has your permission to furnish your 1099 statement to you electronically. This consent applies to every year the 1099 statement is furnished for the duration of your Promotership with Le-Vel. Should Le-Vel terminate the electronic issuance of 1099 statements, we will provide a Notice of Termination to you stating the conditions under which the statements will no longer be furnished to you electronically. To update your information as it relates to your 1099 statement, please create a back office support ticket with your updated information and our Customer Support Team will update your information accordingly. Your 1099 statement will be uploaded to your Cloud Office for you to access, print and retain for your records. Statements will remain in your Cloud Office until the end of the calendar year in which the statement was electronically issued.

**2.14. Promoter Personal Identification Number.**

Le-Vel will issue each Promoter a unique Promoter Identification Number (Promoter ID) at the time of enrollment. The Promoter ID must be indicated on all correspondence with Le-Vel, including emails sent to Le-Vel's Support Department and Compliance Department.

**2.15. No Exclusive Territories.**

There are no exclusive territories for recruiting purposes, nor shall any Promoter imply or state that he/she has any exclusive territory rights. There are no geographic limitations on Promoter sponsoring except in those foreign countries that have not officially been opened by Le-Vel or an affiliated company.

**2.16. International Marketing.**

Le-Vel or a related company may elect to open certain countries from time to time and will grant Promoters limited rights to sponsor Promoters in those countries ("Opened Countries" or "Opened Country"). Promoters shall not sponsor outside of Opened Countries and any sponsorship inside an Opened Country must comply with the policies and procedures applicable to that country. Le-Vel or the related company operating the business in the Opened Country reserves the right to establish limitations and cancel such an authorization at any time without advanced notice. To preserve our rights, Promoters may never secure or attempt to secure approval for Le-Vel products or business practices, or internet domain names, or establish any kind of business or governmental contract on behalf of or in the name of Le-Vel or the related company.

To sponsor outside of the U.S., your Promotership must be in good standing; you must request, read, and comply with the Policies and Procedures and such other guides as we may have available for the Opened Country.

Promoter compliance with this section protects Le-Vel, its related companies, and our collective ability to conduct business in selected countries. Violation of these policies may result in governmental regulatory action which may include severe fines, confiscation of property, closure of business operations, or even imprisonment. Therefore, Promoters may not engage in blind prospecting as defined herein. Many countries have strict privacy laws that forbid blind solicitations. Also, many local laws forbid advertising for leads. Promoter shall not distribute Le-Vel sales tools which have not been approved for the country in which it is intended. Promotional statements from one country's literature may not be appropriate or legal in another.

**2.17. Other Services and Products.**

Promoters are not restricted from selling the services and products of other companies during the term of the Promoter Agreement. However direct or indirect promotion of those products and services to Le-Vel Promoters or Customers is prohibited. A Promoter found in violation of this rule risks the loss of buying privileges, possible suspension of their account without pay and/or termination of the Agreement and from participating in the Le-Vel Compensation Plan, in addition to other remedies to which Le-Vel may be entitled.

**2.18. Crossline Recruiting.**

Recruiting others directly or indirectly whether through written, spoken or implied means from one Le-Vel Promoter organization to another is strictly prohibited. Violation of this policy shall be cause for immediate suspension without pay. Multiple offenses may lead to the termination of the offending Promoter's account.

**2.19. Representation of Government Endorsements.**

Unless otherwise authorized by Le-vel and to only to the extent of such authorization, Promoters may not represent directly or indirectly that the Le-Vel marketing program or products have been approved/reviewed/endorsed or otherwise backed by any governmental agency.

**2.20. Drug/Medical Claims.**

Promoters understand that they will not say directly or indirectly that any Le-Vel product is FDA approved, or discuss or suggest that any diagnosis, evaluation, prognosis, description, treatment, therapy, or management or remedy of illness, ailment or disease can be improved by consumption or application of the product. Promoters understand that Le-Vel products are not offered, intended or considered as medicinal treatment of any disorder or disease, either mental or physical.

### **3. SPONSORSHIP & TRAINING AND TERMS OF TERMINATION**

#### **3.1. Sponsoring.**

Promoters are entitled to sponsor other Promoters in the U.S. and Other Countries (as specifically authorized). However, Promoters are compensated only for the generation of sales of products to end consumers, not for sponsoring new Promoters into the program.

#### **3.2. Sale/Transfer of Promotership.**

Le-Vel must approve in writing the assignment of the Agreement to another person or entity as part of any sale or transaction. A Promotership may be sold or transferred to another person or entity only following a period of six (6) months of the origination date. A completed and notarized Sales/Transfer form is to be submitted to the Compliance Department. When such transfer/sales form is approved and accepted by Le-Vel, any volume previously accumulated will be removed. Le-Vel reserves the right to refuse an assignment in its sole discretion.

The Company discourages the sale of Promoterships and the transfer of partial interest in Promoterships, and prohibits the practice of partnerships as a subterfuge for transferring interest in Promoterships. If a Promoter wishes to sell, transfer, or assign (hereinafter in this section "sell" if used as a verb and "sale" if used as a noun) his or her whole or partial interests in a Le-Vel Promotership, Le-Vel would only consider the matter if the following criteria is met:

- a) The Promotership being sold must be an active Promotership for a minimum of six (6) months immediately prior to the time the request for sale is made;
- b) The acquiring Promoter may not currently have a legal or beneficial interest in a Promotership or have had a legal or beneficial interest in a Promotership within the preceding six (6) months;
- c) The selling Promoter may not reapply to become a Promoter for a period of not less than six (6) months;

#### **3.3. Multiple Enrollments.**

If an applicant submits multiple enrollments to create a Promoter account, only the first completed enrolment will be considered a compliant and valid account. All subsequent accounts are subject to suspension without pay and will be processed for cancellation. Le-Vel reserves the right, at its sole discretion, to make the final decision with respect to all disputes related to enrollments.

#### **3.4. Placement Changes/Corrections.**

Placement changes/corrections may be requested within a period of three (3) days from the date of enrollment for mistakes. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the Sponsor as well as the Promoter to be moved and in some cases the upline Promoter, stating the reason why a correction needs to be made.

#### **3.5. Sponsor Correction.**

Sponsor changes are not permitted. However, sponsor corrections can be made for mistakes during enrollment if they are reported to the Support Department within a period of three (3) business days after the initial date of enrollment. Sponsor corrections must be requested from the personal back office of the Sponsor as well as the Promoter to be moved and in some cases the upline Promoter, stating the reason why the correction needs to be made.

#### **3.6. Acquisition of Business.**

A Promoter desiring to acquire another Promoter's business must first terminate his/her Promoter status and wait a period of six (6) months from the date of the resignation notice before becoming eligible for such a purchase. All such transactions must be fully disclosed through the completion of a Sales/Transfer form submitted to Le-Vel's Compliance Department and is subject to approval by the Company.

#### **3.7. Adding of Co-Applicants.**

When adding a co-applicant (either an individual or a business entity) to an existing Promotership, Le-Vel requires a fully executed Co-Applicant Form to be submitted. The original applicant must remain a party to the original Application and Agreement. If the original Promoter wants to terminate his/her Promoter relationship with Le-Vel, he/she must do so in accordance to Le-Vel policy. If this is not followed, the business shall be terminated upon withdrawal of the original Promoter. All bonus and commission checks will be sent to the address on record on the Promotership. A co-applicant may not under any circumstance be party to any other Promotership. Note that the modification permitted within the scope of this paragraph does not include change in sponsorship.

#### **3.8. Personal Information.**

Personal information such as the Promoter back office password, the Promoter's address, telephone number, etc. will be treated as confidential and will not be shared with any other person(s) outside of Le-Vel, unless required by law. In the event of an emergency the inquiring party may contact the Le-Vel Support Department who will advise the Promoter that

someone is attempting to contact him/her. It is a direct violation of our policies for a Promoter to share their password with others or allow others to have access to their Promoter account.

### **3.9. Training Requirement.**

Promoters are required to assure the adequate training of Promoters they sponsor. "Adequate training" shall include, but is not limited to, education regarding the Policies and Procedures, Compensation Plan, product information, sound business practices, sales strategies, and ethical business behavior. A sponsor must maintain an ongoing, professional leadership association with Promoters in his/her organization and must fulfill the obligation of performing a bona fide supervisory, sales or distributive function on the sale or delivery of product and services to the ultimate consumer.

### **3.10. Resignation.**

Any Promoter may voluntarily resign his/her Promoter status by sending an account cancellation request to the Le-Vel Support Department through a back office support ticket. Resignation is in effect upon receipt of such notice. A Promoter who resigns his/her Promotership may not reapply either individually or have financial interests in any other Promoter entity for a period of six (6) months from the date of resignation.

### **3.11. Suspension.**

Le-Vel reserves the right to suspend any Promoter position with or without pay at any time when it is determined that the Promoter has violated the provisions of the Agreement as they might be amended or the provisions of the applicable laws and standards for fair dealing. Le-Vel shall make such involuntary suspension at its sole discretion. Le-Vel will notify the Promoter either by a back office support ticket or email. In the event of a suspension a Promoter agrees to immediately cease representing himself/herself as a Promoter for Le-Vel. Le-Vel reserves the right in its sole discretion to suspend a Promoter during an account review or investigation period.

### **3.12. Termination.**

- (a) A Promoter may be terminated for violating any of the terms of the Agreement. Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the Promoter and delivered either through postal delivery or email. Termination shall be effective as set forth therein, and shall be final if a timely appeal is not provided by the Promoter and received by the Compliance Department via email in accordance with the appeal procedure set forth below. In the event that Le-Vel deems it necessary to terminate an individual's Promoter position, the termination would render the terms of the Agreement between Le-Vel and that individual null and void.
- (b) Le-Vel reserves the right at any time to terminate for convenience in its sole discretion the Agreement upon thirty (30) days' written notice to the Promoter. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed or delivered to an express courier in accordance with the notice provisions of Section 8.15 of the Agreement or to his/her counsel, or when the Promoter receives actual notice of cancellation, whichever occurs first. Le-Vel shall not be required to have any reason or to prove any cause in order to terminate the Agreement with any Promoter. If and when any Promoter Agreement is terminated, the Promoter shall have no claim against Le-Vel, its affiliates or their respective officers, directors, agents, employees, servants and representatives, nor any right to claim or collect lost profits, lost opportunities or any other damages. Termination will result in the loss of all benefits as a Promoter. The terms hereof are in satisfaction of any and all statutory and common law claims, including without limitation any right to reasonable notice of termination of the Promoter Agreement.
- (c) A Promoter may terminate the Promoter Agreement at any time upon thirty (30) days written notice to Le-Vel.

### **3.13. Appeal.**

A Promoter who has been suspended or terminated pursuant to Section 3.12(a) may appeal the action by submitting a letter via email to Le-Vel's Compliance Department stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances). Le-Vel must receive the letter of appeal within ten (10) business days of the date of such notice. If Le-Vel has not received the letter of appeal by the deadline date, the involuntary suspension or termination shall automatically become final. No appeal is available to a Promoter with respect to a termination pursuant to Section 3.12(b).

If a Promoter files a timely appeal, Le-Vel will, at its sole discretion, review and notify the Promoter of its decision. The decision of Le-Vel shall be final and will not be subject to further review. If the appeal is denied the suspension or termination shall remain in effect as of the date of Le-Vel's original notice.

### **3.14. Succession.**

Notwithstanding any other provisions of this section, upon the death of a Promoter, the Promoter entity shall pass to his/her successor in interest as provided by law. However, Le-Vel will not recognize such transfers until the successor in interest has submitted a completed Sales/Transfer form to Le-Vel's Compliance Department together with certified copies of the death certificate and will, trust or other instrument and executed sale & transfer form. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other Promoter. In addition, the successor-

in-interest must be at least 18 years old and be willing and able to comply with all the terms of conditions of the Agreement.

### **3.15. Divorce or Dissolution.**

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

- a) One of the parties may, with written consent of the other(s), operate the Le-Vel business whereby the relinquishing spouse, shareholders, members, partners or trustee authorize Le-Vel to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- b) The parties may continue to operate the Le-Vel business jointly on a business-as-usual basis, whereby all compensation paid by Le-Vel will be paid in the joint names of the Promoters or on the names of the entity to be divided as the parties may independently agree between themselves.
- c) Under no circumstance will Le-Vel split commissions and bonus checks between divorcing spouses or members of dissolving entities. Le-Vel will recognize only one (1) downline organization and will issue only one (1) commission check per Le-Vel business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties of a divorce or dissolution proceedings are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Agreement shall be involuntarily cancelled.

If a former spouse or former entity affiliate has completely relinquished all rights to his/her original Le-Vel business he/she is therefore free to enroll under any sponsor of his/her choosing, so long as he/she meets the six (6) month waiting period set forth by Le-Vel. In such case, however, the former spouse or party shall have no rights to any Promoter in his/her organization or any former Promoter.

### **3.16. Changes in Form of Business Entity.**

A Promoter that is a Business Entity and desires to change to another type of Business Entity may do so through an assignment, so as long as the equity ownership in the Business Entity does not change. All Equity holders of the former Legal Entity must confirm with a notarized or other form of authentication signature that they agree to the change. Also a new Promoter Agreement must be submitted by the new Business Entity. Members of the former Business Entity are jointly and severally liable for any indebtedness or other obligations to Le-Vel.

### **3.17. Confidentiality Agreement.**

- (a) Promoters may gain access to confidential information through the Le-Vel website. Specifically, without limiting the foregoing, the information contained in any genealogical or downline report provided or accessible to a Promoter by Le-Vel is proprietary and confidential belonging to and owned by Le-Vel, and is transmitted or available to the Promoter in strict confidence. The Promoter agrees that he/she will not disclose any such confidential or proprietary information to any third party directly or indirectly, or use the information to compete with Le-Vel. This information is to be used only for the promotion of the Le-Vel program. The Promoter and Le-Vel agree that without this agreement of confidentiality and non-disclosure, Le-Vel would not provide the information or make it accessible to the Promoter. Any Promoter who is found, or reported to be in violation of this rule, may not only risk the loss of buying privileges, but possible suspension from participating in the Compensation Plan, termination of the Agreement and Le-Vel may seek injunctive relief and/or remedy for damages to the fullest extent that the law allows. It is agreed that this provision shall survive the termination or expiration of this Agreement.
- (b) The Promoter's obligations of confidence described above include, without limiting the generality of the foregoing:
  - i. Taking every reasonable step to prevent third parties from obtaining, examining and/or making copies of any confidential information or other information, documents or papers (whether in tangible or intangible form) relating to Le-Vel or its business that come into the Promoter's possession or under the Promoter's control by reason of the Agreement.
  - ii. Using the Promoter's best efforts to follow all confidentiality, security and information technology policies of Le-Vel;
  - iii. Using the aforementioned confidential information solely as may be required in connection with the Agreement and strictly in accordance with policies, procedures and instructions prescribed by Le-Vel; and
  - iv. Upon termination of the Agreement, turn over to Le-Vel all documents or papers (whether in electronic or hardcopy form) and any other property or materials in the Promoter's possession or under the Promoter's control that contain or constitute confidential information or otherwise relate to the business of Le-Vel or its customers/clients.

- (c) The Promoter's obligations of confidence described above do not apply to information which is:
- i. Widely and generally available to the public other than by breach of obligations of confidence owed by the Promoter;
  - ii. Rightfully received by the Promoter, outside of the course of the Agreement, from a third party without confidentiality limitations (as can be demonstrated by the Promoter by reference to the Promoter's records);
  - iii. Independently developed by the Promoter without recourse to any confidential information of Le-Vel or its customers/clients (as can be reasonably demonstrated by the Promoter by reference to the Promoter's records);
  - iv. Known to the Promoter prior to first receipt of the same in the course of the Agreement (as can be reasonably demonstrated by the Promoter by reference to the Promoter's records); or
  - v. Required to be disclosed by law or court order (provided that the Promoter used the Promoter's best efforts to immediately advise Le-Vel of the demand to disclose such information so that Le-Vel can seek appropriate protective orders).

The mingling of confidential information with information that falls within one or more of the exceptions above shall not impair the status of, or obligations of confidence and non-use respecting, the confidential parts.

### **3.18. Product Testimonials.**

Customers and Promoters are encouraged to share their excitement as the result of product consumption and use through written testimonials. All testimonies and accompanying photographs must be submitted to Le-Vel's designated email address for receiving such material. Le-Vel reserves the right to use testimonials, statements, photographs and other materials voluntarily submitted by Customers and Promoters, which shall be used for any and all advertising, promotion and/or other purposes of trade without having to provide anyone with any further notice or any form of compensation (financial or otherwise). Upon submission, each Promoter, in relation to any and all statements Promoter has made or will make concerning Le-Vel and/or its products (including, but not limited to, Promoter's product consumption and use), hereby: (a) represents that any such statements are or will be at the time of being made true, accurate and supportable; (ii) represents that any such statements reflect or will reflect at the time of being made Promoter's true and honest opinion of and actual experience with Le-Vel and/or its products; and (c) gives his/her permission to Le-Vel, irrevocably and in perpetuity throughout the world, to reproduce, copy, publish, broadcast, or otherwise use such statements, photographs, or any material based upon or derived therefrom, or to refrain from so doing, in whole or in part, in any manner or media whatsoever, including, without limitation, for any and all advertising, promotion and/or other purposes of trade. Notwithstanding the foregoing, a testimonial cannot be used to make a claim that is otherwise not permitted by the Agreement or applicable laws.

### **3.19. Non-Solicitation.**

During the term hereof and for a period of twelve (12) months after the termination or expiration of the relationship between a Promoter and Le-Vel, for any reason whatsoever, the Promoter shall not on his/her own behalf or on behalf of any other person, partnership, association, corporation or other entity, directly or indirectly:

- (a) Attempt to obtain the withdrawal from Le-Vel or its affiliates of any of their respective employees, independent contractors or Promoters.
- (b) Hire any employee, independent contractor or Promoter of Le-Vel or its affiliates,
- (c) Approach or solicit any customer/client, potential customer/client, maturing business opportunity, manufacturer or supplier of Le-Vel or any of its affiliates, in order to attempt to direct any of the same away from Le-Vel or its affiliates;
- (d) Induce or persuade any customer/client, potential customer/client, maturing business opportunity, manufacturer or supplier of Le-Vel or any of its affiliates, agent or other person under contract or otherwise associated or doing business with Le-Vel or its affiliates to reduce or alter any such association or business with Le-Vel or its affiliates;
- (e) Solicit or divert any business away from Le-Vel or its affiliates; or
- (f) Otherwise interfere or attempt to interfere with any of the contractual business or economic relationships of Le-Vel or its affiliates with other parties.



It is agreed that this provision shall survive the termination or expiration of the Agreement.

**3.20. Targeting Other Direct Sellers.**

Promoters agree to refrain from systematically targeting members of another network marketing business to be a Le-Vel Promoter. If any lawsuit, arbitration, or mediation is brought against any Promoter alleging that he or she engaged in such prohibited activity, he or she shall indemnify Le-Vel against all claims, actions, suits, and demands arising from or related to the systematic targeting.

**3.21. Non-Competition.**

Each Promoter agrees not to compete with the protectable business interests of Le-Vel by selling or promoting other products or opportunities (except as detailed under Other Services and Products) during the term of the Promoter Agreement. The Promoter acknowledges and recognizes these restrictions are necessary for Le-Vel to protect its valuable interests and agrees that any injunction and/or other remedy is necessary and appropriate for Le-Vel to protect such interests. Without limiting the generality of the foregoing, during the term of the Promoter Agreement, each Promoter agrees that it will not serve as an executive, officer, director, employee or in any advisory capacity with any competitor, in whole or in part of Le-Vel or its affiliates or either individually or in partnership or jointly or in conjunction with any person or person's firm, trust, partnership, association, syndicate or corporation, as principal, agent, shareholder, trustee or in any other matter whatsoever otherwise carry on or be engaged in or be concerned with a person or persons, firm, trust, partnership, association, syndicate or corporation which is a competitor, in whole or in part, of Le-Vel.

**3.22. Vendor Confidentiality.**

Le-Vel's business relationships with its vendors, manufacturers and suppliers are confidential. A Promoter shall not contact, directly or indirectly, speak to, or communicate with any representative or any supplier, manufacturer, or vendor except at a Le-Vel sponsored event at which the representative is present at the request of Le-Vel.

## **4. TRADEMARK, LITERATURE AND ADVERTISING**

**4.1. Trademark.**

The name Le-Vel, and the name of all the Le-Vel products, services and programs are the Trademarks of and owned by Le-Vel Brands, LLC and licensed to Le-Vel. Only Le-Vel and Le-Vel Brands, LLC are authorized to produce and market products and literature under these Trademarks. This includes but is not limited to slides, overheads, brochures, videos, domain addresses, email addresses, social media accounts, training and/or marketing materials and all promotional materials such as but not limited to t-shirts, caps, pins, magnetic signs, cups, etc. Use of the Le-Vel name or any of the Trademarks on any item not produced or authorized by Le-Vel is prohibited.

**4.2. Yellow and White Page Listings.**

Promoters are not permitted to use the Le-Vel name or any of the Trademarks in advertising their telephone and fax numbers in the white or yellow page section of the telephone book or on the Internet telephone directory without identifying themselves as Independent Brand Promoters or Independent Contractors as follows:

Mary Jones, Le-Vel Independent Brand Promoter. Note: No other variation may be used to describe the Promoter's association with Le-Vel.

**4.3. "Toll Free" Telephone Number Listings.**

Le-Vel Promoters are not permitted to list their "toll free" telephone numbers under the Le-Vel name or any of the Trademarks without first submitting a request to the Support Department for approval. If approval is obtained for a toll free listing, it must be stated in the following manner:

Mary Jones, Le-Vel Independent Brand Promoter. Note: No other variation may be used to describe the Promoter's association with Le-Vel.

**4.4. Imprinted Checks.**

Le-Vel Promoters are not permitted to use the Le-Vel name or any of the Trademarks on their business or personal checking accounts.

**4.5. Imprinted Business Cards or Letterheads.**

Le-Vel Independent Promoters are not permitted to create their own business cards or graphics using the Le-Vel name or any of Le-Vel's Trademarks. Only business cards or graphics supplied by Le-Vel are permitted.

**4.6. Company Literature.**

Only official Le-Vel literature may be used in presenting Le-Vel products and/or the Le-Vel Compensation Plan. Company literature may not be duplicated or reprinted without prior written permission from Le-Vel which may be obtained through email communication directed to the Compliance Department. Banners, trade show materials, and other related

promotional material must be approved in advance and in writing by Le-Vel. Items on the Corporate website and the replicating Promoter website may be downloaded for promotional purposes only.

#### **4.7. Advertising.**

Only Company approved materials may be used in the placement of any advertising in any print, radio, television, Internet, electronic or other media. No person shall use the Le-Vel name, logos, Trademarks or copyrighted material in any advertising not produced by Le-Vel, Le-Vel Brands, LLC or without express written permission from the Le-Vel's Compliance Department. For approval, email a copy of the proposed advertising material to the Compliance Department. Include a description of the placement (publication name, month, year, etc). Le-Vel will email, edits/revisions and will provide a unique approval code upon final approval. Approval codes must be visible on the lower right hand side of any approved material. Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the new material must be submitted for approval. Allow approximately forty-eight (48) hours from receipt for processing.

#### **4.8. False or Misleading Representations/Enrollments.**

Promoters shall not make any false or misleading representations. The terms that a Promoter uses when discussing the Le-Vel program are critical. The use of improper terms can create a situation that is in violation of regulatory standards when in fact the proper discussion of the programs reflects the full and complete compliance with all standards. It is the responsibility of all Promoters to fully understand these differences to avoid suspension or termination for false representation or operation of their Promotership. Promoters are prohibited from collecting personal information from others online through automated email signup forms or campaigns that capture an individual's personal information for the purpose of enrolling them as a Customer or sponsoring them as a Promoter without their prior knowledge or consent as to the nature of their enrollment with Le-Vel, and without gaining the individual's permission to be enrolled as a Customer or Promoter under them. Such marketing techniques are considered "blind prospecting" and are strictly prohibited. Promoters who enroll Customers or sponsor Promoters without their knowledge or consent may be suspended without pay and may be terminated for repeat offenses. Should Le-Vel determine, in its sole discretion, that a Customer or Promoter was enrolled without their prior knowledge or consent, they may be allowed to enroll under a different Promoter or Sponsor of their choice.

#### **4.9. Business Opportunity Specific Claims.**

The word "fee(s)" should never be used to describe Le-Vel products – regardless of how they are obtained. There are no "fees" associated with Le-Vel's fully replicable website and business management back-office software. There are no fees for Le-Vel products, but rather a purchase price has been set to reflect the true wholesale and retail value of all Le-Vel products.

#### **4.10. Internet and Website/Blog Policy.**

A Le-Vel Promoter may promote his/her Promotership through Le-Vel's replicating website only and through their personal Facebook Profile/Timeline. Each Promoter will be issued a unique Promoter Link that links seamlessly to the official Le-Vel website giving the Promoter a professional and Le-Vel-approved presence on the Internet. No Promoter may design a website or blog that uses the names, logos, or products descriptions related to Le-Vel or that otherwise promotes Le-Vel, Le-Vel's products or the Compensation Program directly or indirectly. Promoters may not advertise or promote their Promotership or Le-Vel's business, products or marketing plan, or use Le-Vel's name in any electronic media or transmission, including on the Internet via websites, social media or otherwise, unless specifically authorized to do so herein. Promoters must abide by the guidelines set forth by Le-Vel when engaging in online marketing:

- a) Promoters shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor Promoters;
- b) Promoters shall not operate any type of automated online website, email campaign or other electronic system to collect personal information from individual consumers;
- c) Promoters sharing personal information collected online shall provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, Promoters shall refrain from sharing such information;
- d) Promoters shall provide individual consumers the option to terminate any further communication between the Promoter and the consumer and if any consumer requests that a Promoter cease communication, the Promoter shall immediately stop communicating upon such request;
- e) Promoters must abide by all laws and regulations regarding privacy and electronic communications;
- f) In compliance with section "E-Mail and Newsgroup Marketing" below, Promoters may not distribute content by use of the distribution lists or to any person who has not given specific permission to be included in such process; spamming or distribution of chain letters or junk mail is not allowed;
- g) Promoters may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable federal, state, local, national or international law or regulation; and

- h) Promoter may not directly or indirectly, send emails or other forms of commercial electronic message to persons except in compliance with federal and state anti-spam Legislation.

**4.11. Usernames/Domain Names/Business Names.**

Promoters may not use or attempt to register or use any Le-Vel trade names, Trademarks, service marks, product names, the Company name or any derivatives thereof, for their Promotership username (Promoter Link), any Internet domain name and any business name.

**4.12. Blogs, Chat Rooms, Social Networks, and other Online Forums.**

Promoters who wish to employ the use of chat rooms, personal social networks and online forums to promote their Le-Vel Promotership may do so under certain conditions only. Promoters may post their Promoter Link on personal social medial accounts and in emails for prospects to click on in order to visit the Promoter's replicated website. No other product or service may be promoted or discussed in conjunction with, nor may any comparisons be made concerning other products, their ingredients, effectiveness, etc. in connection with Le-Vel. Promoters may not make claims of any nature whatsoever concerning Le-Vel products or Promotership. Only statements made in official Company Material may be used to promote products or the Promoter opportunity. Promoters may list local Promoter meetings and any corporate events to which visitors would be welcome.

**4.13. Electronic Advertising.**

Promoters may not sell, market or promote the Company's business, marketing plan, products or services on eBay, Amazon, Facebook, Craigslist or any other business Internet site except as detailed under the preceding paragraph. Promoters shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor Promoters. If personal information is collected on-line, the Promoter must provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, Promoters shall refrain from sharing such information. Promoters shall provide individual consumers the option to terminate any further communication between them and the consumer, and if any consumer requests that he or she wishes to cease communication, the Promoter shall immediately stop communicating with the consumer upon such request. It is important that all Promoters abide by all laws and regulations regarding electronic communications.

**4.14. Other Sales Media.**

Le-Vel products may not be sold or promoted through catalogs or other mass sales mediums such as magazines, infomercials, television, radio, or other related sales media, unless approved by Le-Vel's Compliance Department in writing.

**4.15. E-Mail and Newsgroup Marketing.**

Promoters emailing or employing other services or methods to distribute unapproved materials are fully responsible for all information regarding the product and marketing program which is not expressly contained in advertising and promotional material supplied directly by Le-Vel. Other than what is provided by the Company, Le-Vel must approve, in writing, any and all information representing Le-Vel and/or its products. Promoters shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as the rights of privacy and publicity) of others. Promoters shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Promoters shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, pyramid schemes or chain letters. Users of the Le-Vel website or Facebook Fan Page will not participate in any activity that will restrict or inhibit any other user from using and enjoying the website or Fan Page.

Any email sent by an Promoter that promotes the Promoter or Le-Vel products and services must comply with the applicable law and the following requirements:

a) Message Content

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The email must include the Promoter's physical mailing address.
- The email must indicate the name under which the Promoter carries on business.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of misleading or deceptive subject lines and/or false or misleading header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored within ten (10) business days.

#### **4.16. Personal Information and Privacy.**

a) Handling Personal Information

As a Promoter, you will receive Personal Information from and about prospective recruits, customers and other individuals. Keeping Personal Information secure not only helps to ensure your compliance with the law, but it also helps you to maintain current customers' and potential customers' trust, which is an important factor in your success. Personal Information is information that identifies, may identify, or permits you to contact, an individual. It includes, without limitation, a customer's, potential customer's or other individual's name, address, email address, phone number, credit card information, and other information associated with these details, such as purchases and preferences. In short, "Personal Information" includes any information about an identifiable individual. All Promoters are required to comply with the applicable state and federal laws.

b) Give the Customer Notice

Customers want to know why you are collecting their Personal Information and what you plan to do with it, so tell them what you are collecting, how you will use it and with whom you are going to share it. Tell them this before or at the time that you collect their Personal Information, and then be sure that you use and share Personal Information only in the ways you promised. You must make available to customers written information on the types of Personal Information you collect from them, how you will use that information, to whom you will disclose that information, and how you can be contacted with inquiries and complaints about the personal information that you hold about an individual. Your customers have the right to access the personal information that you hold about them, ask that it be corrected and to make complaints about how you have treated the information.

c) Collect Only What You Need

Collect only the Personal Information that you really need. For example, don't collect a credit or debit card number unless your customer actually makes a purchase. Social Security Numbers should never be collected unless legally required.

d) Give the Customer Control

Give customers a choice about how you communicate with them. For instance, find out if a customer wants to receive promotions and other marketing messages from you and, if so, whether he or she would prefer to receive them by email, phone or another method of communication. Respect the customer's wishes: if, for example, a customer tells you that he or she doesn't want to receive emails, for example, by using the unsubscribe mechanism described in the previous section, then find another way to communicate with him or her.

e) Stay up-to-date

Keep the customers' Personal Information up-to-date. Remind them to let you know if their Personal Information changes. Keeping your contacts current helps you to stay in touch with them.

f) Share Only if Necessary

Don't share a customer's Personal Information unless you have a real business reason to do so and you have disclosed this purpose and the potential for sharing to the customer. Then share only what is necessary, and no other information, and make sure that the other person agrees to use the Personal Information only in the ways you have agreed. Personal Information cannot be shared for purposes other than those for which you have given the customer notice.

g) Protect Personal Information

A customer's information is a valuable asset. Don't communicate it to the general public or to anyone who doesn't have a legitimate need for it. Protect it from unauthorized access or disclosure using physical, organizational, and technological protection methods.

h) Dispose of Personal Information Responsibly

When you no longer need a customer's Personal Information, stop using it. Dispose of it in a way that makes it unreadable, such as by shredding paper documents. **Be Very Careful with Sensitive Personal Information**

If sensitive Personal Information such as credit or debit card numbers fall into the wrong hands, customers could become the victim of fraud or identity theft. Consider these steps to help reduce that risk:

- Pay attention to your surroundings and use good judgment whenever you need to discuss or transmit sensitive Personal Information;
- Do not share (or ask a customer to share) sensitive Personal Information, including payment information, in an unsecure way, such as by email;
- Keep sensitive Personal Information in a secure place, such as a locked drawer. Do not leave it lying around where someone could see or take it;
- Use safeguards if you keep sensitive Personal Information on your computer. For example, use passwords that are not easy to guess, install virus protections, and password protect documents that contain sensitive Personal Information;
- Avoid storing Personal Information on your laptop or another portable device that could be lost or stolen, unless the device is encrypted;
- Do not store any personal information on unencrypted USB or data keys; and
- Unless you have a legitimate business need, do not keep sensitive Personal Information. Keeping it for longer than you need it creates unnecessary risk.

#### **4.17. Ebay/Amazon Sales.**

Promoters are strictly prohibited from selling Le-Vel products on Ebay/Amazon or any similar third party auction site or sales site, even if offered at Le-Vel's suggested retail price. Le-Vel products are intended for direct-to-consumer sales and should not be sold online through non-direct sales channels. Such sales dilute our valuable trademarks and diminish the opportunities of Le-Vel Promoters by competing in a non-direct sales channel with our Promoters. This activity also goes beyond the license we have given to our Promoters, therefore such use constitutes an unauthorized use of our trademarks. Promoters who violate this policy will have their accounts temporarily suspended without pay and may be subject to having their Promotership terminated.

#### **4.18. Trade Shows.**

With written authorization from Le-Vel, Promoters may display Company products and opportunity at trade shows. Request for participation in trade shows must be received in writing by Le-Vel's Compliance Department via email at least two (2) weeks prior to the show. Written authorization from Le-Vel must be received before participating in such events. Company products and opportunity are the only products and opportunity that may be offered in the trade show booth. Only Company approved marketing materials may be displayed or distributed.

#### **4.19. Generic Business Advertisements.**

Promoters may not imply that a job, position, salary, or any type of employment is being offered in order to generate business. No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part time employment, or guaranteed incomes. The Le-Vel opportunity is not employment, and may not be presented as such. Terms such as "manager trainee," "management position available," "travel provided," "call for interview," "position available," "now hiring," and other misleading statements are not allowed. No specific income may be promised or implied and any reference to compensation must use the word "bonuses" to indicate the independent contractor status of Promoters.

#### **4.20. Media Interviews.**

Promoters are prohibited from granting radio, television, newspaper, tabloid or magazine interviews or using public appearances, public engagements, or making any type of statement to the public media to publicize Le-Vel, its products or their individual Le-Vel business without express, prior written approval from Le-Vel's Compliance Department, which can be granted or withheld at Le-Vel's sole discretion. All media contacts and inquiries must be coordinated through Le-Vel and must contain a complete description of the interview format and venue.

#### **4.21. Endorsements.**

No endorsements by any Le-Vel officers, administrators or third parties (including celebrity, sports figure, or public figure endorsements) may be alleged, except as expressly communicated in official Le-Vel literature and communications.

#### **4.22. Independent Communications.**

Promoters as independent contractors are encouraged to distribute information and direction to their respective downline organizations. Le-Vel encourages the prudent distribution of newsletters, training manuals and workshops, and other organizational programs. However, Promoters must identify and distinguish between personal communication and the official communication of Le-Vel and must comply with these policies.

#### **4.23. Promoter Training.**

Promoters are responsible for participation in the training of the Promoters they sponsor. Training assistance is provided in Le-Vel literature and in additional training tools as well as on the Internet. Further, Promoters may attend local and regional training events for Promoters.

#### **4.24. Promoter Services.**

Le-Vel provides every Promoter who generates any income as a Le-Vel Promoter with management and training communications, timely delivery of products and sales materials, and access on the Internet to reports of sales made by their sales organization for the calendar period in which commissions and overrides are earned and paid.

#### **4.25. Re-Packaging Prohibited.**

The repackaging of Le-Vel products for resale is strictly prohibited under any circumstance.

#### **4.26. Promotional Items.**

Promoters are prohibited from creating promotional items such as t-shirts, hats, bags, cups, etc. All such items must be purchased through Le-Vel's back office.

#### **4.27. Recordings.**

Promoters shall not produce or reproduce Le-Vel produced audio or video taped materials detailing the Le-Vel opportunity or products. Promoters shall not record any Le-Vel function via video or audio.

#### **4.28. Telephone Answering.**

Promoters may not answer the telephone or create recordings saying "Le-Vel" or in any manner that could lead the caller to believe that he or she has reached the Corporate Offices of Le-Vel.

#### **4.29. Limitation of Product Warranties.**

Promoters may make no claim, representation or warranty concerning any product or service of the Company, except those expressly approved in writing by the Company or contained in official Le-Vel materials. Except as expressly stated herein, the company makes no warranty or representation, express or implied, as to the merchantability or fitness for a particular purpose, workmanship or any other warranty arising by law, statute, usage of trade or course of dealing concerning any product or service purchased from or through the Company. To the maximum extent permitted by applicable law, all such products and services are provided 'as is,' 'with all faults' and 'as available'.

#### **4.30. Liability.**

Violation of any of the Policies and Procedures may be grounds for suspension and/or termination of that individual's Promotership. The violator also may be subject to civil or criminal liability resulting from violation of the Promoter Agreement, the Code of Professional Ethics, the Policies and Procedures of Le-Vel, or federal, state, or local laws. Additionally, Le-Vel may withhold payment to any Le-Vel Promoter in an effort to offset any damages suffered by Le-Vel as a result of a Promoter's violation of the Promoter Agreement, the Code of Professional Ethics, the Policies and Procedures of Le-Vel, or federal, state, or local laws.

#### **4.31. Opportunity and Income Representations.**

No Promoter shall engage in any deceptive, false, misleading, unethical, or unlawful consumer or recruiting practice. Promoters shall ensure that no statements, advertisements, promises, testimonials, or other representations are likely to mislead consumers or prospective Promoters. Information provided by Promoters concerning the opportunity and/or participation of the Promoter in the Le-Vel opportunity shall be accurate, complete, and not likely to mislead potential recruits. Promoters shall not make any factual representations to prospective Promoters that cannot be verified. In particular, Promoters shall not misrepresent the rank of position they have achieved as an Independent Promoter in the Le-Vel opportunity, examples of which include, but are not limited to: inclusion of a rank to which you have not achieved in advertising material, either written, verbal, or digital; use of titles that have not been bestowed pursuant to the Le-Vel compensation plan; or use of titles to denote corporate affiliation of some kind. Promoters may not display, in any manner for recruiting purposes or any other reason, their own or anyone else's commission checks or make specific income claims or representations.

## **5. PAYMENT OF BONUSES AND OVERRIDES**

#### **5.1. Promoter Agreement.**

Bonuses and overrides cannot be paid until a completed Promoter Agreement has been received and accepted by Le-Vel. Bonuses are paid ONLY on the sale of Le-Vel products. No bonuses are paid on the purchase or sale of any sales materials, sales aids or for the recruitment of Promoters.

#### **5.2. Commission Payments.**

The minimum amount of payment of commissions is \$25.00USD (twenty-five dollars) or as mandated in any foreign country. If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds \$25.00USD (twenty-five dollars).

## 6. PURCHASE AND SALE OF PRODUCTS

### 6.1. No Purchase Required to Become a Le-Vel Promoter.

No product purchase is required to become a Le-Vel Promoter. Le-Vel Promoters are entitled to purchase products from Le-Vel at a discounted price.

### 6.2. Stockpiling Prohibited.

The success of Le-Vel depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are prohibited. Le-Vel strictly prohibits the purchase of products solely in an attempt to qualify for advancement in the Compensation Plan. Such purchases are considered "Bonus Buying." Promoters engaged in this activity are subject to having their accounts suspended without pay or terminated.

### 6.3. Inactive Promoter Positions.

Inactive positions, showing no sales with BV and no back office service are subject to being cancelled by Le-Vel after 90 (ninety) days from the date of enrollment.

### 6.4. Back Order.

Should any product or sales material be unavailable for any period of time, Le-Vel Promoters will be given the option of placing the order and waiting for availability or cancelling the order with full reimbursement without penalties until those items are ready for shipping.

### 6.5. Seventy Percent Rule.

In order to qualify for commissions and overrides, the Promoter certifies with the purchase of product that he/she has sold to retail customers seventy percent (70%) of all products previously purchased. This is known in the industry as the "Seventy Percent Rule".

Note: Promoters are subject to being asked by Le-Vel's Support Department to verify such retail sales or may be required to substantiate their retail sales through the Compliance Department.

### 6.6. Shipping Address.

Le-Vel will only accept street addresses for shipping purposes. Orders that are shipped can be tracked and, if necessary replaced in a timely manner.

### 6.7. Direct Purchase.

Le-Vel Promoters may purchase product needs directly from Le-Vel. In the event that a Promoter obtains product from his/her sponsor or upline Promoter's personal inventory, and a replacement product is not placed through Le-Vel, the commissions associated with the purchase will be attributed to the sponsor or upline.

Note: Le-Vel Promoters in good standing may personally place orders through the Le-Vel website purchased at Promoter cost using their own Promoter ID.

### 6.8. Credit Card Purchases.

Credit card purchases may only be made by the individual whose name and address are on the credit card. Any Promoter who uses another individual's credit card to pay for purchases risks having his/her Promotership placed on suspension without pay pending investigation and resolution of any complaints regarding unauthorized charges. Le-Vel considers such transactions fraudulent and will report them to the proper authorities for settlement.

Under no circumstance will any Promoter charge back any credit card purchases. Any Promoter who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds and all fees associated with the charge back are refunded to Le-Vel. If an erroneous charge is applied to a Promoter's credit card, the Promoter should immediately contact Le-Vel's Support Department of Le-Vel to initiate an investigation and resolution.

### 6.9. Commission Adjustments.

Any upline Promoter affected by returned products to Le-Vel will accordingly be subject to adjustments in his/or her commissions, overrides and bonus accounts, personal volume, etc. based upon all commissions and bonuses paid on the returned product.

### 6.10. Bonus Buying.

Bonus buying includes (1) the enrollment of an individual or entity as a Le-Vel Promoter without the knowledge of and/or execution of a Promoter Agreement by such individual or entity, (2) the fraudulent enrollment of an individual or entity as a Promoter; (3) the enrollment or attempted enrollment of non-existent individuals or entities as Promoters (phantoms), or (4) the use of a credit card on behalf of a Promoter when the Promoter is not the account holder of such a credit card.

Bonus buying constitutes a material breach of these Policies and Procedures, and is strictly prohibited. Violators of this policy are subject to account suspension without pay and possible termination of their Promotership.

**6.11. Payment Options.**

Purchases may be paid by credit or debit card only.

**6.12. Shipping Costs.**

It is the ordering Promoter's sole responsibility to indicate (a) method and means of shipping, and (b) destination address. The methods available are stated on each order form and on the Le-Vel website along with prepaid costs. Shipping costs will be automatically calculated.

The method of shipping packages will be determined by Le-Vel based upon various factors such as weight and destination unless there are specific shipping instructions made by the Promoter.

Note: Should the receiving party of an order shipped from Le-Vel refuse delivery and the shipment is then returned to Le-Vel, the ordering Promoter's status will be made 'inactive' pending resolution of the delivery refusal. Return delivery charges will be deducted from the Promoter's account.

**6.13. Returned Packages.**

In the event that a package is returned due to a Promoter's error or if the package was not picked up in a timely manner and therefore returned, Le-Vel will charge the Promoter a re-shipping fee.

**6.14. Timely Product and Material Delivery.**

Upon clearance of payment, Le-Vel processes for shipment the product(s) and material(s) selected. If an item is temporarily unavailable due to high demand the consignee will be notified by way of the packing slip included with the shipment. Should a back order occur, the item(s) will be shipped as soon as available, usually within ten (10) days of the date the original order and payment were received.

**6.15. Special Orders.**

Le-Vel will not 'hold' orders or delay shipments of products that have been processed. Once payment has been received, all orders must be released for shipping.

**6.16. Damaged Goods.**

The shipping company is responsible for damage, which occurs after it takes physical custody of the goods. A Promoter who receives damaged goods should follow this procedure:

- a) Accept delivery
- b) Before the driver leaves, document on the delivery receipt the number of boxes, which appear to be damaged.
- c) Save the damaged product and box(es) for inspection by the shipping agent.
- d) Make an appointment with the shipping company to have the damaged goods inspected.
- e) File a claim with the shipping company.
- f) Notify the Le-Vel's Support Department via a back office ticket.

**6.17. Short Shipments.**

Le-Vel takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where errors may occur, a correction will be handled quickly to avoid further delay to the recipient. Promoters are provided with a period of five (5) business days following receipt of shipment to report any shortages. Once notified and verified, Le-Vel will ship missing items to the address on the original order.

**6.18. Price Changes.**

All Le-Vel products and literature prices are subject to change without prior notice.

**6.19. Suggested Retail Pricing.**

Le-Vel provides a suggested retail price as a guideline. Le-Vel Independent Promoters may sell Le-Vel products at whatever price they and their customers agree upon, however, a Promoter is not permitted to advertise any price below Le-Vel's suggested retail price. This includes but is not limited to 'free' products or any other special pricing that would fall below the SRP. No Le-Vel product may be offered along with the products of any other company.

**6.20. Receipts: Retail Pricing.**

Le-Vel Promoters will provide all direct retail customers of Le-Vel products with printed sales receipts as approved and provided by Le-Vel. Promoters who order through the Internet for their customers will receive an email confirmation of acceptance in addition to the packing slip, which will be inside the package.



### **6.21. Sales Tax.**

For purchases made from Le-Vel, Le-Vel collects and remits applicable state and local taxes, which may be due on the suggested retail price of those products and/or materials, which are subject to tax. The applicable rate of tax due is based upon the address to which the product and/or sales material is to be delivered.

If Promoters submit to Le-Vel a current Sales Tax Exemption Certificate (STEC) from his or her residing state, the Company will not charge or collect sales tax on orders shipped to that state unless prohibited by law. Promoters will be responsible for tracking and reporting all sales and sales taxes due for retail sales. Sales tax on orders placed before Le-Vel receives the STEC will not be reimbursed. If Promoters provide a STEC, they agree to indemnify and hold Le-Vel harmless from any liability that Le-Vel incurs as a result of the Promoter's failure to collect or remit sales taxes. If a Le-Vel Promotership is tax exempt, the Employer Identification Number (EIN) must be provided to Le-Vel.

### **6.22. Retail Stores.**

Le-Vel is a direct sales company. Our success is based upon our Promoters selling directly (one-on-one) to the consumer, in a personal and caring manner. In order to maintain this personal contact with our customers and to provide equal opportunity to all Promoters to sell Le-Vel products to consumers, Le-Vel places certain restrictions on the sales of its products to or through commercial establishments.

Distribution of products is not permitted through chain stores. Le-Vel determines chain stores to be any retail establishment with more than five (5) separate locations.

Le-Vel products offered in retail establishments must be sold at the Promoter SRP (Suggested Retail Price).

Le-Vel will be the sole judge of whether a commercial enterprise violates the policies, spirit or intent of its guidelines and reserves the right to modify, amend or rescind its approval as current business conditions may dictate.

### **6.23. Consignment.**

In order to protect the Le-Vel business and the integrity of the Company, Le-Vel products may not be delivered to another party on consignment. Only authorized Le-Vel Promoters may sell Le-Vel products to an outside party.

Le-Vel will not ship products on consignment to any Le-Vel Promoter.

## **7. REFUND POLICY**

### **7.1. Returns.**

Le-Vel offers a 30 (thirty) day return policy on products to all Promoters and Retail Customers. Refunds for unopened and undamaged products will be issued at the original purchase less a 10% restocking fee. Refunds for open, partially used or otherwise damaged products will be issued at 50% of the original purchase price. Any costs associated with shipping & handling will not be refunded or reimbursed.

### **7.2. Return Process for Online Orders.**

- a) Notify the Le-Vel Support Department of the pending return by creating a back office support ticket.
- b) Package the products you wish to return using proper shipping carton(s) and packing material based on the product(s) being returned.  
Include the original packing slip or a printed copy of your receipt.
- c) Ship the package to the following address using your choice of shipping method as long as a tracking number is available.  
Le-Vel Returns  
1545 S 4800 W  
Salt Lake City, UT 84104
- d) Provide the tracking number for your package to the Le-Vel Support Department.
- e) Once your return is received and processed, an appropriate refund will be issued within 10 business days.

### **7.3. Return Process for Orders Purchased Directly from a Le-Vel Brand Promoter.**

Every Le-Vel Brand Promoter is bound by his/her Agreement and the Policies and Procedures to honor the Le-Vel guarantee for all sales made directly to Retail Customers rather than through the Le-Vel.com online ordering system. Each Promoter is responsible for adhering to our refund policy for all sales they make directly to Customers or Promoters.

#### **7.4. Resignation Returns.**

If the Promoter has purchased products for inventory purposes or sales aids while the Agreement was in effect, all product in CURRENTLY MARKETABLE, REUSABLE, UNOPENED AND RESALABLE condition which have been purchased within sixty (60) days shall be repurchased subject to compliance with the Seventy Percent Rule (see section VI. Purchase and Sale of Products). The repurchase shall be at a price of not less than 90% (ninety percent) of the original net cost to the participant minus any freight charges and commissions paid to the Promoter.

Note: Can only offset commissions earned as a result of the product return. Any such requests will be considered a resignation of the Promotership.

In order to ensure that a refund is issued in a timely manner, the following steps should be followed:

- a) A written request must be submitted by email to Le-Vel Support Department by creating a back office support ticket, clearly citing the reason for the resignation and for the return of product and/or sales materials.
- b) Upon receipt of the proper information, Le-Vel will instruct the Promoter where to ship the products along with an RMA (Return Merchandise Authorization), which must be clearly visible on the exterior of the package. (Any return without this information visible on the outside of the package will be refused without exception). Le-Vel will issue the refund within approximately thirty (30) days from the date of receipt of the authorized merchandise.
- c) The Promoter assumes the cost of shipping any merchandise to Le-Vel.
- d) The Promoter assumes responsibility for packing and shipping products back in a manner that will ensure that it is received in a timely manner and with minimal damage.
- e) Refunds will be issued in the same manner that payment was received. This means that if a credit card was used initially, the reimbursement will be issued back to that same credit card.

#### **7.5. Unauthorized Returns.**

Should a Promoter refuse delivery of any Le-Vel shipment or request to return any previously purchased product for a refund, such request will be deemed as a voluntary resignation.

#### **7.6. Returns and Commissions.**

If any compensation or benefit was paid or provided to a Promoter and/or his or her upline on volume represented by returned Products, compensation and benefits related to such volume will be "claw-backed" and debited from all Upline's accounts.

#### **7.7. Buyers Right to Cancel.**

Each province and territory provides for cancellation rights as outlined on the Le-Vel sales receipts. Promoters must comply with the buyers right to cancel applicable in each province and territory. Should a retail customer contact the Le-Vel Support Department concerning the refusal of a Promoter to issue the appropriate refund in the time period indicated, such Promoter will have their account suspended without pay pending resolution of the complaint.

#### **7.8. Exchanges.**

Le-Vel will not accept product exchanges from Promoters.

## **8. GENERAL PROVISIONS**

#### **8.1. Record Keeping.**

Le-Vel encourages all of its Promoters to maintain complete and accurate records of their business transactions. Le-Vel may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

#### **8.2. Amendments.**

In order to maintain a viable Marketing Program in changing economic conditions and/or to comply with changes to federal, state or local laws, Le-Vel at its discretion reserves the right to amend the Agreement, including without limitation, the Policies and Procedures as set forth therein, its Promoter prices or suggested retail prices, product availability and formulations, and Compensation Plan, as it deems appropriate without prior notice. Such Policies and Procedures and Compensation Plan modifications and all changes thereto, shall become a binding part of the Agreement upon publication on the official Le-Vel website. It is the Promoter's responsibility to stay abreast of current and updated information and Le-Vel is in no way liable for any Promoter's ignorance of the correct and current information if he or she fails to do so. In the event of any conflict between the Agreement and any such amendment, the amendment shall control. If Company brochures, product catalogs, price lists, literature, website, fax on demand information, etc. are revised; only the most current version is authorized for use by Le-Vel Promoters.

### **8.3. Non-Waiver Provisions.**

No failure of Le-Vel to exercise any power under these Policies and Procedures or to insist on strict compliance by a Promoter with any obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of Le-Vel right to demand exact compliance with these Policies and Procedures. Waiver by Le-Vel can be affected only in writing by an authorized officer of Le-Vel.

Le-Vel's waiver of any particular default by a Promoter shall not affect or impair Le-Vel's right with respect to any subsequent default, nor shall it affect in any way the right or obligation of any other Promoter, nor shall any delay or omission by Le-Vel to exercise any right arising from default affect or impair Le-Vel's right as to that or any subsequent default.

### **8.4. Certain Residents Only.**

The following only applies to Promoters who are residents of Georgia, Louisiana, Massachusetts, Wyoming, Montana, and other states that may specifically require the following: A Promoter in this multilevel marketing plan has the right to cancel at any time regardless of reason. Cancellation must be submitted in writing to Le-Vel either by postal delivery, fax or through email.

If the Promoter has purchased product or paid for administrative services while this Agreement was in effect, taking into consideration any sales made by or through such Promoter prior to the notification to Le-Vel of the election to cancel, Le-Vel shall repurchase all unencumbered product in a reasonable resalable, unopened or reusable condition which was acquired by the Promoter from Le-Vel. Such repurchase shall be at a price of no less than ninety percent (90%) of the original cost minus any freight charges and commissions paid to that Promoter

The repayment of all administrative fees and services shall be at not less than ninety percent (90%) of the cost to the Promoter of such fees and services and shall reflect all administrative services that have not, at the time of resignation, been provided to the Promoter. Le-Vel shall further refund not less than ninety percent (90%) of the cost to the Promoter of any other consideration paid by the Promoter in order to participate in the program. The Promoter will be held responsible for all shipping expense incurred in returning sales aids or products to Le-Vel.

### **8.4. Reporting Policy Violations.**

Promoters observing a policy violation by another Promoter should submit a written report of the violation to Le-Vel's Compliance Department through email. Such email must include the Promoter's full name and Promoter ID or the report will not be accepted. Note: No telephone calls will be accepted with such matters as documentation must be presented in writing, both from the complaining parties and ultimately from the individual(s) cited for policy violation. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be included in the report.

### **8.5. Mandatory Arbitration and Dispute Resolution.**

All disputes and claims relating to Le-Vel, the Agreement, or its products, the rights and obligations of a Promoter of Le-Vel, or any claims or causes of actions relating to the performance of either a Promoter or Le-Vel under the Agreement, and/or a Promoter's purchase of products shall be settled totally and finally by arbitration in Dallas County, Texas or such other location as Le-Vel prescribes, in accordance with the Federal Arbitration Act, and the Commercial Arbitration Rules of the American Arbitration Association. There shall be one (1) arbitrator, an attorney at law, who shall have expertise in business law transactions with preference being an attorney knowledgeable in the direct selling industry, selected from a panel, which the American Arbitration Association approves. Each party to the arbitration shall be responsible for its own costs and expenses or arbitration, including legal and filing fees. If a Promoter files a claim or counterclaim against Le-Vel, a Promoter shall do so on an individual basis and not with any other Promoters or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement for arbitration shall survive any termination or expiration of the Agreement.

Notwithstanding the foregoing, the arbitration shall have no jurisdiction over disputes relating to the ownership, validity or registration or any mark of other intellectual property or proprietary confidential information of Le-Vel without Le-Vel's written consent. Le-Vel may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to Le-Vel. In addition to monetary damages, Le-Vel may obtain injunctive relief against a Promoter in violation of the Agreement, and for any violation of misuses of Le-Vel trademark, copyright or confidential information policies.

Nothing in these Policies and Procedures shall prevent us from terminating the Promoter Agreement or applying to and obtaining from any court having jurisdiction a writ attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect our interest prior to, during or following the filing of any arbitration or other proceedings or pending the rendition of a decision or award in connection with any arbitration or other legal proceedings.

The existence of any claim or cause of action of a Promoter against Le-Vel, whether predicated on the Agreement or otherwise, shall not constitute a defense to Le-Vel enforcement of the covenants and agreements contained herein.

**8.6. Process and Power.**

The arbitration shall be conducted in accordance with these Policies and the Rules. The arbitration and all proceedings associated therein are private proceedings and not subject to any public right of access. The arbitrator shall have the authority to enter appropriate protective orders to preserve the confidentiality of the proceedings and information exchanged in discovery. The arbitrator shall have the authority, power, and jurisdiction to grant both legal and equitable relief, including temporary, preliminary, and permanent injunctive relief. The arbitrator shall also have authority to determine whether any particular issue is subject to arbitration under the Agreement. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. At the request of any party, the arbitrator shall make and provide the parties written findings of fact and conclusion or law. This agreement to arbitration shall survive any termination or expiration of the Agreement.

**8.7. Costs.**

The parties shall equally share the assessed costs associated with the arbitration, including all arbitrator fees, providing however, that the prevailing party in any appeal to the Appeals Panel shall be entitled to recover its share of the costs of such appeal from the non-prevailing party. The parties shall each bear their own attorney fees in connection with the arbitration and any appeal, irrespective of which party prevails and any demand or request for such fees. Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use of registration of any Proprietary Mark or other intellectual property or Confidential Information of the Company without the Company's prior written consent. The Company may seek any applicable remedy on any applicable forum with respect to these disputes.

Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies and Procedures, Compensation Plan or the Promoter Agreement.

**8.8. No Liability.**

The Company is not responsible for interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, web sites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technician malfunctions, failures or difficulties. To the extent permitted by law, the Company shall not be liable for and each Promoter releases the Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by a Promoter as a result of (a) the breach by a Promoter of the Promoter Agreement and/or the Terms and Conditions of the Policies and Procedures; (b) the operation of the Promoter's business; (c) any incorrect or wrong data or information provided by the Promoter; or (d) the failure to provide any information or data necessary for the Company to operate its business, including, without limitation, the enrollment and acceptance of a Promoter into the Compensation Plan or the payment of commissions and bonuses.

**8.9. Entire Agreement.**

This Agreement (comprised of these Policies and Procedures, the Promoter Agreement and the Compensation Plan) as may exist or hereafter be amended, constitutes the entire agreement of the parties regarding their relationship, the subject matter hereof and related hereto.

**8.10. Severability.**

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, or portion thereof, including these Policies and Procedures, or any specification, standard or operating procedure which Le-Vel has prescribed is held to be invalid or unenforceable, Le-Vel shall have the right to modify the invalid or unenforceable provision, specification, standard operating procedure or any portion thereof to the extent required to be valid and enforceable. A Promoter shall be bound by any such modification. The modification will be effective in the jurisdiction on which it is required.

**8.11. Limitation of Damages.**

To the extent allowed by law, Le-Vel and its affiliates, officers, directors, employees and other Promoters shall not be liable for and each Promoter hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages, which may arise out of any claim whatsoever relating to Le-Vel's performance, non-performance, act or omission with respect to the business relationship or other matter between the Promoter and Le-Vel whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the Promoter shall not exceed and is hereby expressly limited to, the amount of unsold Le-Vel product owned by the Promoter, which was directly purchased thereby from Le-Vel and any commissions or bonuses due.

**8.12. Indemnity Agreement.**

Each and every Promoter agrees to indemnify and hold harmless Le-Vel, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorney's fees, asserted against or suffered or incurred by any of them, directly or indirectly,

arising out of or in any way related to or connected with allegedly or otherwise, the Promoter's (a) activities as a Promoter; (b) breach of the terms of the Promoter Agreement or these Policies and Procedures; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

**8.13. Force Majeure.**

Le-Vel shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strokes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

**8.14. Governing Law, Jurisdiction and Venue.**

The Promoter Agreement and these Policies and Procedures as well as any interpretation and enforcement issues, and all claims arising out of or relating to the Agreement, whether asserted in law or equity, contract-based, tort-based, or otherwise, and including substantive claims or defences asserted within any arbitration proceeding, shall be governed by the laws of Texas without regard to choice of law or conflicts of law principles. Procedural matters in any arbitration proceeding shall be governed by the Commercial Arbitration Rules of the American Arbitration Association rules ("the Rules"), except as such requirements may be specifically varied and modified by the terms set forth herein. You submit to the arbitral jurisdiction set forth therein and, with respect to any matters not determined by or subject to arbitration to the personal jurisdiction of the state and federal courts within Dallas, Texas. The institution of an action or proceeding by a Promoter against Le-Vel in another venue or forum in violation of this provision shall be a material breach of the Agreement causing Le-Vel irreparable harm, and the Promoter agrees and stipulates that Le-Vel shall be entitled to temporary, preliminary, and permanent anti-suit injunctive relief to enforce this provision. Promoters agree that notwithstanding any statute of limitation to the contrary, any claim a Promoter may wish to bring against Le-Vel for any act or omission relating to the Agreement must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim. Failure to bring such claim within the permitted time shall act as a bar against all claims against Le-Vel for such act or omission. Promoters waive any and all claims or rights to have any other statute of limitation apply.

**8.15. Notices.**

Unless otherwise provided in the Agreement, any notice or other communications requested or permitted to be given under the Agreement shall be in writing and shall be delivered personally, transmitted by facsimile or sent by first class, certified (or registered) or express mail, postage prepaid. Unless otherwise provided in the Agreement, notices shall be deemed given when delivered personally, or if transmitted by facsimile, one day after the date of that facsimile, or if mailed, five days after the date of mailing to the address of Le-Vel's headquarters or to the Promoter's address as provided by the Promoter, unless notice of an address change has been received by Le-Vel. Le-Vel shall have the right, as an alternative method of notice under this Section, to use other normal channels of communications with Promoters.

**8.16. Privacy Policy.**

Le-Vel is committed to ensuring that your privacy is protected. Le-Vel's Privacy Policy governs the manner in which we collect, use, maintain and disclose information collected from users (each, a "User") of the [www.Le-Vel.com](http://www.Le-Vel.com) website ("Site"). Should we ask you to provide certain information by which you can be identified when using the Le-Vel corporate website, you can be assured that it will only be used in accordance with our published privacy policy found at [www.Le-Vel.com/Terms](http://www.Le-Vel.com/Terms). Our privacy policy applies to the Site and all products and services offered by Le-Vel Brands LLC. We may change our Privacy Policy from time to time by updating the Privacy Policy page on our website. Please visit the page periodically to review any updates or changes.