

Policies and Procedures

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These Policies and Procedures, in their present form and as amended by Tori Belle Cosmetics, are an integral part of the Company's Independent Sales Agreement. Independent Sales Representatives at Tori Belle Cosmetics are called Affiliates. Both terms are interchangeable when referencing the Company's independent/volunteer sales force. Throughout these policies, when the term "Agreement" is used, it collectively refers to the Tori Belle Independent Sales Representative (Affiliate) Agreement (Enrollment application). The Tori Belle Policies and Procedures, the Compensation Plan, and the Independent or Business Entity enrollment form are documents that are incorporated by reference into the Affiliate Agreement. These Policies and Procedures in their present form are the current policies of the Company. The term "Company" refers to Tori Belle Cosmetics.

Changes to Policies & Procedures

The Company reserves the right to amend its policies in its sole and absolute discretion. By executing the Independent Sales Agreement, an Affiliate agrees to abide by all amendments or modifications that the Company makes. Amendments shall be effective after publication of notice of the amended provisions. Amended provisions shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be posted in the Affiliate's back office. An Affiliate's continuation of their Tori Belle business or their acceptance of bonuses or commissions after the effective date of amendments shall constitute their acceptance of any and all amendments.

Waiver of Rights

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Tori Belle Cosmetics to exercise any right under the Agreement or to insist upon strict compliance by an Affiliate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the Company's right to demand exact compliance with the Agreement.

General Affiliate Rules

All Affiliates shall safeguard and promote the good reputation of Tori Belle Cosmetics and its products. The marketing and promotion of the Company, the business opportunity, the compensation plan, and product offering must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

Section 1. Affiliate Requirements, Responsibilities and Benefits

Requirements to Become an Affiliate

Each Primary Applicant must:

- Be at least eighteen (18) years of age;
- Be a US resident who is legally able to work in the United States;
- Complete the registration form;
- Pay the Affiliate registration fee; and
- Read and accept the Affiliate Application and Policies & Procedures in the online format.

Co-Applicants

The company accepts minors to be co-applicants and enroll in the Tori Belle Affiliate program under a legal parent or guardian. A minor may remain as a co-applicant on an Affiliate's account as long as the minor is under the age of eighteen (18). If the co-applicant has turned eighteen (18), they may remain a co-applicant on the adult's account as long as they are still being claimed as a "dependent" according to IRS guidelines.

If an Affiliate enrolls a spouse, family member, friend or business partner who also wishes to become an Independent Sales Representative under the same account, the Affiliate and individual must enroll as an LLC or other form of business entity.

If two Independent Sales Representatives choose to marry, they may maintain their separate Independent Sales Representative positions as Affiliates. Alternatively, they may choose to join their accounts and form an LLC or other form of business entity as long as they get permission to do so by the Company (Tori Belle Cosmetics). It is the Company's sole discretion, to permit two Affiliate downlines to merge into one.

Minors as a Co-Applicant

Requirements for a minor to be added to the Affiliate Agreement as a co-applicant:

- A minor child between fourteen (14) and seventeen (17) years of age
- The adult responsible for the agreement must be the parent, legal guardian or sibling
- The adult responsible for the agreement may have one (1) personal affiliate account in addition to minor co-applicant accounts. There is no limit to the number of minor co-applicant accounts that an adult may have.

- In order to comply with regulations, all affiliate accounts with a minor as a co-applicant will be direct to corporate accounts (DTC). They may not be in the downline of any affiliate.

The Company respects the privacy of children and does not collect any more personal information than reasonably necessary to enable them to participate in the Affiliate program. The Company follows the restrictions set forth in the Children's Online Privacy Protection Act ("COPPA").

Responsibilities Regarding Minors & Commissions

The authorized adult working with the minor will be the primary account holder of the Independent Sales Agreement and will be fully responsible for the fulfillment of the Agreement. The minor shall be entitled to receive special training, awards and recognition at the Tori Belle annual convention and other Company-sponsored events. The minor shall not receive from the Company any commission, product credits, travel points, gifts, other compensation or bonuses earned through the account. The primary Affiliate account holder (adult) will receive all commissions, product credits, travel points, gifts, other compensation or bonuses. Any act by the minor, regarding representation of Tori Belle Cosmetics, the brand and products, will be attributed to the adult. It is the responsibility of the primary account holder to make sure the minor understands and abides by the rules and regulations of Tori Belle's Policies & Procedures. The primary Affiliate understands that an IRS 1099 tax form will be sent to the holder of the SSN listed on the Affiliate Account and the minor will not be entitled to receive monies owed to the primary Account holder.

When the Co-Applicant Minor Turns 18

Once a former Minor turns 18 , there are three options:

- The minor may request that the account be transferred to them. This must be done within six months of the minor's date of birth. After which time, the Affiliate account will be terminated.
- The minor has two (2) choices as to their upline placement. They may request that the account be placed under the adult that was previously the Affiliate account holder or remain DTC. Under no circumstances will an account be placed elsewhere.
- If the Minor prefers to partner with the adult and become an Independent Sales Representative under the same account, the account must be converted to an LLC or other form of business entity.

Affiliate Benefits

Once an Affiliate Application and Agreement has been accepted by Tori Belle Cosmetics, the benefits of the Compensation Plan and the Affiliate Agreement are available to the new Affiliate to view when they login to their back office. These benefits include the right to:

- Solicit orders for Tori Belle Cosmetics;
- Participate in the Compensation Plan;
- Sponsor other individuals as Affiliates into the Company, thereby build an organization and progress through the Tori Belle Career Path; receive periodic Company literature and other Company communications;
- Participate in Company-sponsored support, services, trainings, recognition programs and events, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive programs sponsored by the Company for its Affiliates.

Independent Contractor Status

Affiliates are independent contractors. The agreement between Tori Belle Cosmetics and an Affiliate does not create an employer/employee relationship, agency, or joint venture between the Company and the Affiliate. Affiliates shall not be treated as an employee for their services or for Federal or State tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of the Company. The Affiliate has no authority either expressed or implied to bind the Company to any obligation. Each may establish their own goals, hours, and methods of sale, so long as they comply with Affiliate the terms of the Affiliate Agreement, these Policies and Procedures, and applicable laws.

Term and Renewal

The term of the Affiliate Agreement is month-to-month and is automatically renewed upon the payment of the monthly access fee. The monthly access fee pays for the Affiliate's general & product liability insurance as well as access to their back office and replicated Website. Should an Affiliate fail to pay their monthly access fee, the Affiliate's business will be put on suspension and they will not be eligible for commissions or bonuses for that month until all past-due access fees are paid. If the Affiliate fails to pay their access fee for three (3) consecutive months, the Affiliate Agreement will be terminated.

Business Entities as Independent Sales Representatives

A corporation, limited liability company or partnership, (collectively, a "Business Entity") may apply to be a Tori Belle representative through our Affiliate program by downloading and completing the Business Entity

Registration Form. Alternatively, an individual may elect to change from a sole proprietor to a Business Entity by utilizing the Business Entity Addendum. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively, “Affiliated Parties” or singularly, “Affiliated Party”) are individually, jointly and severally liable for any indebtedness to Tori Belle, compliance with the Company Policies and Procedures, the Affiliate Agreement, and other obligations to Tori Belle Cosmetics.

Actions of Affiliated Parties

If anyone affiliated in a Business Entity violates the Agreement, such action(s) will be deemed a violation by the Business Entity and each Affiliated Party. The Company, Tori Belle Cosmetics may take disciplinary action jointly and severally against the Business Entity and/or each Affiliated Party. The Affiliated Party may forgo their interest in the Business Entity by submitting in writing to Tori Belle stating that they are foregoing their interest in the Business Entity. Anyone foregoing the Business Entity may not participate in any other Tori Belle Cosmetics business for six (6) consecutive calendar months. If the Business Entity wishes to bring on any new Affiliated Party, they must adhere to the requirements in the Sale, Transfer and Assignment policy.

Changes to a Business Entity

An Affiliate must immediately notify Tori Belle Cosmetics of all changes to the type of Business Entity they utilize in operating their business as well as the addition or removal of Affiliated Parties. Tori Belle may, at its discretion, require notarized documents before implementing any changes to a Business Entity. Please allow thirty (30) days after the receipt of the request by Tori Belle Cosmetics for processing.

Actions of Household Members

If any member of an Affiliates immediate household engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and Tori Belle Cosmetics may take disciplinary action pursuant to the Statement of Policies against the Affiliate.

Sale, Transfer, or Assignment of a Tori Belle Business

Although a Tori Belle business is a privately owned and independently operated business, the sale, transfer, or assignment of a Tori Belle business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a Tori Belle business, is subject to certain limitations. If an Affiliate wishes to sell their Tori Belle business, or interest in a Business Entity that owns or operates a Tori Belle business, the following criteria must be met:

- The selling Affiliate must offer Tori Belle Cosmetics the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer;
- Tori Belle Cosmetics shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal;
- The buyer or transferee must be or become a Tori Belle Affiliate;
- Before the sale, transfer or assignment can be finalized and approved by Tori Belle Cosmetics, any debt obligations the selling party has with the Company must be satisfied; and
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Tori Belle business.

Prior to selling an independent Tori Belle business or Business Entity interest, the selling Affiliate(s) must notify Tori Belle's Compliance Department in writing with the Independent Affiliate Business Transfer Application and Agreement found in the Training Portal under the Agreements tab and advise the Company of their intent to sell their Tori Belle business or Business Entity interest. The selling Affiliate must also receive written approval from the Compliance Department before proceeding with the sale.

Separation of a Tori Belle Business

Affiliates sometimes operate their Tori Belle businesses as husband-wife partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of ship. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate their Tori Belle business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Tori Belle Cosmetics to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee; or
- The parties may continue to operate their Tori Belle business jointly on a "business-as-usual" basis, whereupon all compensation paid by Tori Belle Cosmetics will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will the Company split commission and bonuses between divorcing spouses or members of dissolving entities. The Company will recognize only one Downline Organization and will issue only one commission payment per Tori Belle business per commission cycle. Commission payments shall always be issued to the same

individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Affiliate Agreement shall be involuntarily cancelled.

If a former spouse has completely relinquished all rights in the original business pursuant to a divorce, they are thereafter free to enroll under any of their choosing without waiting three (3) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait three (3) calendar months from the date of the final dissolution before re-enrolling as an Affiliates. In either case, the former spouse or business affiliate shall have no rights to any Affiliates in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Affiliate.

Adherence to Laws and Ordinances

Affiliates shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to them, the Affiliate shall cooperative, and immediately send a copy of the ordinance to the Tori Belle Compliance Department.

Succession

Upon the death of an Affiliate, their business may be passed to their heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Affiliate should consult an attorney to assist them in the preparation of a will or other testamentary instrument.

Whenever a Tori Belle business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Affiliate's organization provided the following qualifications are met. The successor(s) must:

- Execute an Affiliate Agreement;
- Comply with terms and provisions of the Affiliate Agreement;
- Meet all of the qualifications for the deceased Affiliate's status; and
- If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. The Company will issue all bonus and commission payments and one 1099 to the business entity.

Transfer upon Death of an Affiliate

To effect a testamentary transfer of a Tori Belle business, the executor of the estate must provide the following to Tori Belle Cosmetics: (1) an original death certificate; (2) certified letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to the Company specifying to whom the business and income should be transferred.

Transfer Upon Incapacitation of an Affiliate

To effectuate a transfer of a Tori Belle business because of incapacity, the successor must provide the following to the Company: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Tori Belle business; and (3) a completed Independent Sales Representatives (Affiliate) Agreement executed by the trustee.

Section 2. Marketing Your Tori Belle Business

Advertising

Affiliates are encouraged to use the Company provided marketing materials. Affiliates are expected to engage in responsible, legal advertising and marketing activities directed to customers, potential customers or potential future Tori Belle Affiliates. Appropriate locations for distribution of advertising and marketing materials include message boards located in public places and private businesses, directories for direct sellers, salon or boutiques (with prior permission from the business establishment). Inappropriate forms of advertising and marketing including signage on telephone poles, left on car windshields, or adding people to social media groups without their permission is prohibited.

As a matter of fairness, Affiliates are prohibited from advertising on television, radio, billboards, national print, through mass mailings or through other channels deemed inappropriate by the Company.

Affiliates may not advertise under the "help wanted" section of any newspaper or other directory in print, nor may any advertisement state with messaging to imply that Tori Belle Cosmetics is seeking to employ or hire an individual or that the Affiliate is an employee or corporate recruiter for the Company.

Company Created Sales Tools

Company created Sales Tools have been developed to give Affiliates convenient and effective tools for use in their business. A marketing resource library has been set up in the back office so that Affiliates have access to support materials for their business.

This library includes sales tools for in-home, as well as professional printing, distribution, web use and social sharing. All of these images can be used for sales tools created by Affiliates. There is also an online service where Affiliates can shop for other promotional items for their business.

Affiliate Created Marketing Materials

Affiliates may wish to create their own marketing materials such as brochures, flyers, team t-shirts, etc. If an Affiliate creates their own sales tools, the Affiliate must submit the sales tools to the Company and receive prior written approval before using the sales tools. Affiliates may not sell Sales Tools to other Affiliates. In creating the Sales Tools, the Affiliate must adhere to the following requirements:

Company Style Guide: The Company has created a Style Guide with approved logos, fonts, colors, etc. to assist Affiliate with sales tool design and compliance. Whenever an Affiliate creates their own sales tools, they must comply with the Style Guide. The Style Guide can be found under Tools > Documents & Media > Business Tools > Brand Guidelines in the back office.

Team Logo Items: Logo items such as T-shirts that identify Affiliates within a specific organization or team need not be submitted to the Company for prior approval. In addition, team logo items may be sold to team members so long as they are sold on a not-for-profit basis.


Final Decision: All responses from the Marketing Department regarding sales tool submissions are final. Please do not resend revisions in an attempt to gain approval. Submissions may be denied at the discretion of the Company. Approvals and/or denials should not be discussed with other Affiliates on or off of social media. The submission process is strictly between the Affiliate and the Company.

Trademarks and Copyrights

The name of **Tori Belle Cosmetics™** and other names as may be adopted by the Company are proprietary trade names, trademarks, and service marks of Tori Belle. As such, these marks are of great value to the Company and are licensed to Affiliates for their use only in an authorized manner. The Company will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including Tori Belle Affiliates, in any unauthorized manner without its prior, written permission. Affiliates are authorized to use the artwork, logos, trademarks, and trade names as they are displayed in the Marketing Resource Library without the Company's preapproval. If an Affiliate's Agreement with Tori Belle Cosmetics is cancelled for any reason, the Affiliate must immediately discontinue using all of the Company's trademarks, trade names, artwork, and logos.

Further, the content of all Company sponsored events is copyrighted material. Affiliates may not produce for sale or distribution any recorded Company events and speeches without written permission from Tori Belle, nor shall an Affiliates reproduce for sale or for personal use any recording of Company produced audio or video tape presentations.

An Affiliate may use the Tori Belle Cosmetics™ name in the following manner:

Affiliate's Name		Susan Smith
Tori Belle Cosmetics™ Affiliate		Tori Belle Cosmetics™ Affiliate
Title (Optional)		Senior Influencer

Affiliates may use the name Tori Belle or Tori Belle Cosmetics in their social media names ONLY when combined with their own name. If an Affiliate decides to create a secondary website, they must include their own personal name in conjunction with Tori Belle, so it does not confuse the consumer into thinking they are the Company.

Example of what would be acceptable is: Tori Belle Cosmetics by {Affiliate's name}.

A few examples of what is NOT permitted: Tori Belle beauty; Tori Belle beautiful; Tori Belle makeup; Tori Belle lash liner, etc. Your name must accompany the handle if you are using the word "Tori Belle", or you must state that you are an Independent Affiliate with Tori Belle Cosmetics.

Affiliates may not use the name "Tori Belle" in an e-mail address, as a personal name, in any social media address or handle, any type of credit card/payment card, any registered business entity name. For example, including but not limited to, an Affiliate may not secure the domain name www.buytoribelle.com, nor may they create an email address such as toribelle@gmail.com.

When in doubt, it is best to be safe and check with the Company's Support Department for pre-approval of any name you wish to use if you are wanting to use "Tori Belle" in the name. Affiliates who are not compliant may have their account suspended until any non-approved pages are removed or disabled.

Affiliate Logo

Affiliates may only use the Affiliate version(s) of the Tori Belle logo found under Tools > Documents & Media > Logos > Affiliate in the back office.

Media and Media Inquiries

If an Affiliate receives a media request for an interview or information, the Affiliate must first contact the Company and obtain authorization to speak with, or provide information to, the media. The Affiliate must identify themselves as an Independent Affiliate with Tori Belle and make it clear that they are not an employee of Tori Belle Cosmetics or a spokesperson for the Company.

Press Contacts and Leads

The Company and our Marketing Department are the primary points of contact with any and all journalists, top-tier bloggers, editors, celebrities, and large-scale fashion and beauty influencers on behalf of Tori Belle Cosmetics. If you wish to contact any of the aforementioned press or media entities, even if they are local, you need to contact the Tori Belle's Marketing or Support Department first and receive written permission to proceed.

Working with Social Influencers

Affiliates are welcome to work with any social influencer (i.e., bloggers, vloggers, etc.) whose following is less than 20,000 followers, so long as the Affiliate clearly identifies themselves as an Independent Brand Partner or Ambassador with Tori Belle. It must be clear that the Affiliate is not speaking on behalf of the Company.

In order to prevent spamming, mass messaging, and tarnishing the Tori Belle brand, we ask that Affiliates abide by the following guidelines when reaching out to Influencers —

Affiliates do not need approval to reach out to Influencers:

- who they already have an existing working relationship; or
- who have fewer than 20,000 followers

Affiliates should request approval to reach out to Influencers:

- who have a following of 20,000 or more;
- who you do not have a personal connection with

For approval on reaching out to an influencer with a following of over 20,000 please email either the Marketing or Support department with the subject line "Influencer Approval: {NAME OF INFLUENCER}." In the body of the email please include the Influencer's name, their handle, how many followers they have, and a link to their social account(s). Our team will keep a running list of influencers and grant approval to those who have not yet been contacted.

Unsolicited Email

The Company does not permit Affiliates to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, but not limited to, the federal CAN SPAM Act. Any email sent by an Affiliate that promotes Tori Belle Cosmetics, the Tori Belle opportunity, or products and services, it must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that they may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to them (i.e., a functioning “opt-out” notice).
- The email must include the Affiliate’s physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored.

The Company may periodically send commercial emails on behalf of Affiliates. By entering into the Independent Sale Agreement, an Affiliate agrees that the Company may send such emails and that the Affiliate’s email addresses will be included in such emails as outlined above. Affiliates shall honor opt-out requests generated as a result of such emails sent by the Company.

Unsolicited Faxes

Affiliates may not use or transmit unsolicited faxes in connection with their Tori Belle business.

Google and other Online Advertising

It is critical that any online ads do not lead the reader to believe the ads are by Tori Belle Cosmetics itself. Care must be taken with platforms such as Google Dynamic Ads to ensure that automatically generated or optimized ads do not violate these rules and guidelines.

Some specific things to avoid include:

- use of the search terms or keywords “tori belle” or “tori belle cosmetics”. These terms are reserved for use by Tori Belle Cosmetics.
- toribellecosmetics.com as a URL (or any variation such as www.toribellecosmetic.com) unless it is qualified with the affiliates name, as permitted elsewhere in this agreement.

- Tori Belle Cosmetics in the headline, ad text, or website URL unless it is qualified with the affiliates' name or other qualifier. Some allowed variants include "Tori Belle Cosmetics by [YOURNAME]", "Tori Belle Cosmetics | Independent Affiliate"

Section 3. Websites

Affiliate Websites

Affiliates may use their Tori Belle Cosmetics replicated website to promote their business. Affiliates may also develop their own external websites to promote their Tori Belle business. Social media sites also constitute external websites. Affiliates may use external websites to promote their business and the Company's products so long as the external website adheres to all of the Company's policies. However, no new Affiliate enrollments may be placed through an external website. Enrollments may only be submitted through the Company provided replicated website.

Company Provided Replicated Websites

Affiliates receive a Company replicated website to facilitate an online buying experience for their customers and enrollments for prospects. Affiliates are solely responsible and liable for any content they add to their replicated website and must regularly review the content to ensure it is accurate and relevant. Affiliates may not alter the branding, artwork, look, or feel of their replicated website, and may not use their replicated website to promote, market or sell non-Tori Belle products, services or business opportunities. Specifically, Affiliates may not alter the look (placement, sizing etc.) or functionality of the following: The Affiliate Logo, artwork, logos, graphics or original text.

Affiliate websites name may not:

- Confuse a reasonable person into thinking they have landed on a Tori Belle Company page;
- Contain any discourteous, misleading, or off-color words or phrases that may damage the Company's image;
- Contain the term "Home Office", "Corporation", or any other term or phrase that implies a geographic location such as a city or a state;
- May not use any Company trademark, trade name or a derivative of a Company trademark or trade name.

Unauthorized Claims

Affiliates are solely responsible and liable for their own content, messaging, claims, and information and must ensure that it appropriately represents and enhances the Company brand and adheres to Tori Belle's Policies and Procedures. Additionally, external websites must not contain disingenuous popup ads or malicious code. Decisions and corrective actions in this area are at the Company's sole discretion.

Affiliate Disclosure

To avoid confusion, the following three elements must be prominently displayed at the top of every page of an External Website:

- The Tori Belle AFFILIATE Logo (available BackStage)
- The Affiliate's name
- The phrase "Independent Affiliate" or "Affiliate"

A person landing on any page of an Affiliate's external website must clearly understand that they are at an Affiliate's site, and not a Tori Belle Company page.

External Website Termination

If an Affiliate has created an external website and the Affiliate's Tori Belle business is voluntarily or involuntarily cancelled for any reason, the Affiliate shall assign the external website's URL to the Company within three (3) days from the date of the cancellation and re-direct all traffic to the site as instructed by the Company.

Team Websites

Team websites may be used for the purposes of connecting, communicating, training, educating and sharing best practices among team members. If using Facebook as a Team Website page, then it should be a Private Group page.

Domain Names, Email Addresses and Online Aliases

Affiliates are not allowed to use or register "Tori Belle" or any of Tori Belle cosmetic's trademarks, product names, or any derivatives, for any Internet domain name, email address, Social Media address or handle, and/or online alias. Additionally, an Affiliate may not use or register domain names, email addresses, Social Media addresses or handles and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Tori Belle Cosmetics.

For domain names, Tori Belle Cosmetics authorizes the registration of domain names containing Tori Belle's name in the following manner only:

- www.toribellecosm
- [www.toribelleby\[YOURNAME\].com](http://www.toribelleby[YOURNAME].com)

For email addresses, Tori Belle Cosmetics authorizes the use of email addresses containing Tori Belle's name in the following manner only:

- toribelleby[YOURNAME]@[emailprovider].com
- toribellecosmeticsby[YOURNAME]*[emailprovider].com

eBay, Facebook, Shopify, and other Online Marketplaces

Tori Belle wants to provide a high level of flexibility in how affiliates choose to market Tori Belle products, while protecting our brand and protecting all affiliates' ability to build their business.

The preferred method of selling is through the Affiliates' replicated website. No warranties or guarantees are offered on any Tori Belle products sold through any marketplace or forum other than through the Affiliates' replicated website.

Affiliates may also choose to use sites such as Shopify, Facebook Business Pages, eBay, OfferUp or other similar forums. Transparency is critical in both your identity as well as your affiliation with Tori Belle. Regardless of the marketplace, you must adhere to the following rules;

1. You must clearly identify yourself as an Independent Affiliate with tori belle cosmetics
2. You must clearly identify yourself with your true name
3. You must list a price, and that price must be listed at or above the retail sales price on each product offered
4. You may not offer auction-based pricing, BOGOs or discounts on the products
5. You must keep records of your sales and make them available to Tori Belle if an audit is requested

At the moment, Amazon is not an approved channel for selling Tori Belle Cosmetics due to their shipping policies and complexities around selling cosmetics products on that platform.

Banner Advertising

Affiliates may place banner advertisements on a Company-approved third-party website provided that they use Tori Belle-approved banner templates and images. All banner advertisements must link to an Affiliate's replicated website or external website. Affiliates may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with Tori Belle products or the opportunity.

Section 4. Digital and Social Media

Digital Media Submission (Facebook, YouTube, iTunes, Instagram, Snapchat, etc.)

Affiliates may upload, submit, and/or publish Tori Belle-related video, audio, or photo content that they develop and create so long as such video, audio, or photo content aligns with the Company's values, contribute to the Tori Belle community's greater good, and be in compliance with Tori Belle's Policies and Procedures. Affiliates may not upload, submit, or publish any content (video, audio, presentations or any computer files) received from the Company or captured at official Company events or in buildings owned or operated by the Company without prior written permission.

Social Media

Affiliates must adhere to all of Company Policies and Procedures in their use of Social Media, including but not limited to the external website policies set forth in these Policies and Procedures. In addition, the following policies specifically apply to Affiliate's Social Media use.

Identification as a Tori Belle Affiliate Affiliates must disclose their real name on all Social Media postings, and conspicuously identify themselves as an Affiliate for Tori Belle Cosmetics. Anonymous posting or use of an alias is prohibited.

Identifying Yourself and Your Business

You are not authorized to use the Tori Belle Cosmetics marks in the title, header, nor heading of your social media pages without the prior written permission of Tori Belle Cosmetics, except in one or more of the following forms:

- Tori Belle Cosmetics by [YOUR NAME]
- @toribellecosmeticsby[YOURNAMEHERE]
- [YOUR NAME], a Tori Belle Cosmetics Independent Affiliate

- [YOUR NAME], a Tori Belle Cosmetics Affiliate

On LinkedIn® and similar platforms, if you choose to identify your affiliation with Tori Belle Cosmetics, you must do so as follows:

- Independent Affiliate at Tori Belle Cosmetics

Founding Affiliates may use the term “Founding Affiliate” instead of “Affiliate”

Deceptive Postings

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Tori Belle business opportunity, the products and services, and/or your biographical information and credentials.

Use of Third-Party Intellectual Property

If the trademarks, trade names, service marks, copyrights, or intellectual property of any third party are used in any posting, it is the responsibility of the Affiliate to ensure that they have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third-party, and Affiliates must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

Professionalism in Posting

Affiliates must ensure that their postings are truthful and accurate. This requires that Affiliates factcheck all material they post online. Use of offensive language is prohibited.

Prohibited Postings

Affiliates may not publish any postings or link to any postings or other material that:

- Is sexually explicit, obscene, or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- Is graphically violent, including any violent video game images;

- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party.

Responding to Negative Posts

Affiliates are encouraged not to converse with anyone who places a negative post against them, other Affiliates, or the Company. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Tori Belle Cosmetics. This could therefore damage the reputation and goodwill of the Company. Affiliates should report negative posts by sending a screen shot or similar evidence to the Company's Compliance Department.

Promotion of Other Direct Selling Businesses through Social Media

In addition to meeting all other requirements specified in the Company's Policies & Procedures, should an Affiliate utilize any form of social media, including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube, Snapchat or Pinterest, the Affiliate agrees to each of the following:

- Affiliates may post or "pin" photographs of the Company products on a social media site but may not overlay the Tori Belle logo in their photos. Only photos that are provided by the Company and downloaded from the Affiliate's Back Office may be used with the company logo.
- If the Affiliate's Tori Belle business is cancelled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate their Tori Belle social media profile and/or pages that promote Tori Belle Cosmetics.

Sponsoring Online

When sponsoring a new Affiliate through the online enrollment process, the Sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, the Company's Policies and Procedures, and the Compensation Plan. The Sponsor may not fill out the online application on behalf of the applicant. The enrollment form is a legal binding agreement between the enrollee and the Company.

Section 5. Changes In Sponsorships

Sponsor Changes

The transfer of a Tori Belle business from one Sponsor to another (a lineage change) is rarely permitted. Requests for change of lineage must be submitted in writing to the Tori Belle Support Department and must

include the reason for the transfer. Transfers will only be considered in cases of misplacement or cancellation and reapplication.

Misplacement

If a new Affiliate is enrolled by someone other than the individual, they were led to believe would be their Sponsor, the Affiliate may request that they be transferred to another organization with their entire organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within three (3) days from the date of enrollment. The Affiliate requesting the change has the burden of proving that they were placed beneath the wrong Sponsor. It is up to the Company's discretion whether the requested change will be implemented.

Cancellation and Re-application

An Affiliate may change organizations by voluntarily canceling their Tori Belle business and remaining inactive (i.e., no purchases of products for resale, no sales of products, no attendance at any Company functions, participation in any other form of Affiliate activity, or operation of any other Tori Belle business, no income from the Tori Belle business for three (3) full calendar months. Following the three-month period of inactivity, the former Affiliate may reapply under a new Sponsor, however, the former Affiliate's Downline will remain in their original Sponsor's lineage.

Note: Affiliates waive any and all claims against the Company, its officers, directors, owners, employees and agents that relate to or arise from the Company's decision regarding the disposition of any downline organization that develops below the Affiliate who has improperly changed lineage.

Section 6. Product & Income Claims

Affiliates may not make claims, including but not limited to testimonials, about Tori Belle's products or services that are not contained in official Company literature or posted on the Company's official website without prior written permission from the Company.

Income Claims

Affiliates shall not make claims or representations of potential or guaranteed income or profits in connection with the Company's business opportunity. The Federal Trade Commission and several states have laws and/or regulations that prohibit certain types of income claims and testimonials by persons engaging in direct selling or network marketing. Because Affiliates do not have the data necessary to comply with the legal requirements for making income claims, Affiliates are prohibited to do so. While Independent Business Owners may believe it beneficial to share with others potential earnings, such claims may have legal consequences and adversely

impact the Company, as well as Independent Affiliate making the claims. Therefore, Tori Belle Affiliates may not make any projections, claims or estimates regarding potential or guaranteed income, or disclose their own income by showing checks, copies of checks, bank statements, tax records or other such documents.

Compensation and Program Claims

When presenting or discussing the Tori Belle compensation plan, you must make it clear to prospects that financial success requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- They don't have to sell anything.
- You'll do the work for them.
- Their upline will build your organization for you.
- The Company does all the work for you.
- All they would need to do is purchase products every month to stay active.

The above are just examples of improper representations about the compensation plan and the Company's program. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful without commitment, effort, and sales skill.

Section 7. Repackaging/Relabeling Is Prohibited

Company products may only be sold in their original packaging. Affiliates may not repackage, relabel, or alter the labels on any Tori Belle Cosmetics product. Tampering with labels/packaging could be a violation of federal and state laws and may result in civil or criminal liability. Affiliates may affix a personalized sticker with their personal contact information to each product or product container, as long as such is done without removing existing labels or covering any text, graphics, or other material on the product label.

Section 8. Boutiques, Salons and other Retail Establishments

Selling in a Retail Establishment

You may sell tori belle cosmetics in your retail establishment if the following criteria is met:

- Your retail space is 1000 square feet or less. Retail sales space does not include storage or office space
- You have no more than two establishments operating under the same name and/or business entity

- Products must be listed at or above the retail sales price
- You may not offer BOGOs or discounts on the products

Extended warranty on products sold at retail establishments:

We will honor the current return policy to your customers at the time of their purchase if the following criteria is met:

- A copy of the customer receipt showing date and price of purchase is sent to Support@toribellecosmetics.com
- You must also include in the email the reason the product is being returned or needs replaced
- You must also include in the email the original order number that was placed by you in your Backstage found in your order history
- Include any photos for damaged product(s).

The extended warranty offer is only for off the shelf sells and not for products bundled into a service fee.

Section 9. Trade Shows And Other Sale Forums

Opportunities may arise to sell or feature Tori Belle products at a special event such as a holiday or seasonal expo, or a community function. While Affiliates are prohibited from selling their products at a permanent retail outlet (other than as specifically permitted elsewhere in this agreement), they are permitted to sell products at temporary sales events. The key to defining what is acceptable is the duration for which the event will take place. The duration of any event may not exceed fourteen (14) days. Once the Affiliate has setup or sold at a venue for up to fourteen (14) days, they may not use that same venue for another three (3) months.

No preauthorization from the Company is required to participate in a temporary sales event, trade show or vendor event. The Company strongly suggests checking with the event coordinator to ensure there is not already another Tori Belle Affiliate participating in the event as the Company is not able to and will not monitor events.

Please review the Temporary Sales Event Guide found under the Training & Resources tab in the Tori Belle replicated website's Back Office.

Non-solicitation

Affiliates are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing").

Following the cancellation of the Affiliate's Independent Agreement, and for a period of six (6) months thereafter, the Affiliate may not recruit any Tori Belle Affiliate to another Network Marketing business.

The term "recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another

Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Section 10. Participation In Other Business Or Network Marketing Programs

If a Tori Belle Affiliate is engaged in another business or direct sales program, the Affiliate must adhere to the following:

- Affiliates shall not blend a display of Tori Belle promotional material, sales aids, products or services with non-Tori Belle promotional material or sales aids, products or services. If booth space is shared, the space needs to clearly separate Tori Belle branded products in their own section.
- Affiliates may not offer any non-Tori Belle products, opportunity or services at any Company related meetings, seminars, conventions, webinars, teleconferences, or other functions.

Section 11. Confidential Information

Confidential information includes but is not limited to: the identities of Customers and Affiliates, contact information of Customers and Affiliates. Confidential Information is or may be available to Affiliates in their respective Back Office. Affiliate access to such Confidential Information is password protected and Confidential Information constitutes proprietary business trade secrets belonging to Tori Belle Cosmetics. Such Confidential Information is provided to Affiliates in strictest confidence and is made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective sales organizations in the development of their Tori Belle business.

To protect Confidential Information, Affiliates shall not, on their own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to a third party;
- Directly or indirectly disclose the password or other access code to their Back Office to any third party;
- Use any Confidential Information to compete with Tori Belle Cosmetics;

- In any manner attempt to influence or induce any Affiliate or Customer of the Company's to alter their business relationship with Tori Belle Cosmetics; or
- Use or disclose to any person, partnership, association, corporation, or other entity any confidential information.

Section 12. Product Guarantees & Returns

Our product refund policy can be found here: <https://toribellecosmetics.zendesk.com/hc/en-us/sections/360006868652>Returns-and-Exchanges>

Affiliates agree that they shall, when requested, assist their customers with product returns. This product satisfaction guarantee does not apply to products damaged by abuse or misuse.

If an Affiliate's returns total \$1,000 or more during any 12 consecutive month period, the request will constitute the Affiliate's voluntary cancellation of his/her Affiliate Agreement, and the refund will be processed as an inventory repurchase and the Affiliate's Tori Belle business will be cancelled.

Close-out and discontinued items are not eligible for return or exchange. Items that have been used are not eligible for return or exchange unless they are defective. Products being returned for refund or exchange (excluding defective items) must be in resalable condition as defined in the Definitions Section of these Policies.

Return of Merchandise due to Cancellation of Contract

Upon cancellation of an Affiliate's Agreement, the Affiliate may return their initial Enrollment Kit, that is in complete and resalable condition so long as the products were purchased within one (1) year prior to the date of cancellation. Upon receipt of the complete and resalable products, the Affiliate will be reimbursed 90% of the net cost of the original purchase price if the full kit is returned. Neither shipping nor handling charges incurred by the Affiliate when products were purchased will be refunded. The Affiliate will receive their refund posted to the payment method used for the original purchase of the products.

Replicated website access will be terminated on the day of account cancellation. We do not provide full or partial refunds for website fees.

If the Affiliate was paid a commission based on product(s) that they purchased but then returned to the Company for a refund, the commission on those products will be deducted from the amount of the refund.

Definition of Resalable Products

Products shall be deemed “resalable” if each of the following elements are satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) it is returned to Tori Belle within thirty (30) days from the date of purchase; 4) it is not a discontinued item; and 5) it is not an outdated version of a current item (design changes). Any merchandise that is clearly identified at the time of sale as nonreturnable, close-out, or as a seasonal item, is not be resaleable. Monthly access fees are not refundable.

Section 13.

Targeting the Sales Force of Other Companies Or Leaders

The Company does not condone Affiliates specifically or consciously targeting the sales force of another direct sales company to sell Tori Belle products or to become an Affiliate for Tori Belle Cosmetics, nor does the Company condone Affiliate solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with their other company. Should an Affiliate engage in such activity, the Affiliate bears the risk of legal action taken against them by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Affiliate by a third party alleging that they engaged in inappropriate recruiting activity of its sales force or customers, or in any way violated their contract with the third party, Tori Belle Cosmetics will not pay any of the Affiliate’s defense costs or legal fees, nor will Tori Belle Cosmetics indemnify the Affiliate for any judgment, award, or settlement. Should the third party bring or threaten legal action against Tori Belle Cosmetics based on the conduct of the Affiliate, the Affiliate agrees that they shall indemnify Tori Belle Cosmetics for all judgments, settlements, payments of any other nature, litigation costs, and attorney’s fees that Tori Belle Cosmetics incurs in relation to such legal action or threat of legal action.

Section 14. International Marketing

Affiliates are authorized to sell products and enroll Customers or Affiliates only in the countries in which Tori Belle Cosmetics is authorized to conduct business, as announced on the Company’s official website or other official Company literature. Currently this is only within the United States. The Company products or sales aids may not be sold in any foreign country that the Company has not announced is officially open for business.

Section 15. Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. Although Tori Belle Cosmetics does not consider Affiliates to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these

regulations must not be taken lightly, as they carry significant penalties. Therefore, Affiliates must not engage in telemarketing in the operation of their Tori Belle businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Tori Belle product or service, or to recruit them for the Tori Belle opportunity. “Cold calls” made to prospective customers or Affiliates that promote either Tori Belle’s products or services or the Tori Belle opportunity constitute telemarketing and are prohibited. However, a call(s) placed to a prospective customer or Affiliate (a “prospect”) is permissible under the following situations:

- If the Affiliate has an established business relationship with the prospect. An “established business relationship” is a relationship between an Affiliate and a prospect based on the prospect’s purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- The prospect’s personal inquiry or application regarding a product or service offered by the Affiliate, within the three (3) months immediately preceding the date of such a call.
- If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.
- An Affiliate may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom an Affiliate has at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if an Affiliate engages in “card collecting” with everyone they meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if an Affiliate engages in calling “acquaintances,” they must make such calls on an occasional basis only and not make this a routine practice.
- Affiliates shall not use automatic telephone dialing systems or software relative to the operation of their Tori Belle businesses.
- Affiliates shall not place or initiate any outbound telephone call to any person that delivers any prerecorded message (a “robocall”) regarding or relating to the Tori Belle products, services or opportunity.

Section 16. Possible Commission Errors

If an Affiliate has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the Affiliate must notify the Company through email to the Support Department in writing within thirty (30) days of the date of the error or incident in question. The Company will not be responsible for any errors, omissions, or problems not reported to the Company within thirty (30) days.

Section 17. Income Tax

Each Affiliate is responsible for paying local, state and federal income taxes on any income generated as an Affiliate. If an Affiliate's business is tax exempt, the Federal tax identification number must be provided to Tori Belle Cosmetics. Every year, Tori Belle Cosmetics will provide an IRS Form 1099 MISC (Nonemployee Compensation) earnings statement to each U.S. resident who: 1) had earnings of over \$600 in the previous calendar year; and/or 2) made purchases during the previous calendar year in excess of \$5,000.

The Company recommends that you speak with your own tax advisor or accountant about your state and Federal tax obligations as an Independent Affiliate. We also recommend that you keep accurate records of your income and business expenses including your driving expenses and mileage.

You may call the IRS at (800) 829-1040 and request several helpful pamphlets at no cost, including:

1. Direct Sellers, No. 911.
2. Travel, Entertainment, Gift, and Car Expenses, No. 463.
3. Self-Employment Tax, No. 533.
4. Business Expenses, No. 535.
5. Business Use of Your Home, No. 587.
6. Business Use of a Car, No. 917.
7. Form 4562 is used if you buy equipment (like a computer or a printer) that costs more than \$150 (or the currently applicable amount).
8. Sole Proprietorship – Small Business Tax Kit (also free). This kit includes copies of, and instructions for, all of the federal tax forms you need. Call to request this at the end of the year.

Section 18. Insurance

The Company maintains at least \$1,000,000.00 general liability insurance policy and at least \$1,000,000.00 product liability insurance policy that has limited coverage for Affiliates. There are limits and exclusions to activities that are not covered under the Company's insurance policy and for which no insurance coverage is provided to Affiliates. If an Affiliate needs coverage for events, fairs and expos, they may wish to arrange insurance coverage for such needs and requests from vendors. The Company does NOT provide vendor Insurance. A homeowner's insurance policy does not cover business-related injuries or theft of or damage to inventory or business equipment. Affiliates should contact their insurance agent to make certain that their business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to their present homeowner's policy.

Section 19. Change Of Address, Telephone, And Email Addresses

Affiliates must keep their contact information updated in their back office.

Section 20. Mentoring & Leadership Responsibilities

Any Affiliate who Sponsors or is assigned as a Mentor to a new Affiliate must ensure that their downline is properly trained. Mentors must have ongoing contact and communication with Affiliates in their downline organization. Examples of such contact and communication may include team newsletters, written correspondence, personal one-on-one trainings, team trainings, telephone contact, voice mail, electronic mail, and or training sessions.

As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Tori Belle Cosmetic's program. They will be called upon to share this knowledge with lesser experienced Affiliates within their organization.

Upline Affiliate Mentors who have ranked at the title Influencer or higher will also be responsible to motivate and train Affiliates in their organization around the product offering; share their knowledge with effective sales techniques; train their downline on the Tori Belle Compensation Plan, and the Policies and Procedures.

Compliance around Mentoring Duties – Upon request of a Mentor change, the Mentor assigned to the Affiliate making the request would need to show proof that they have provided ongoing, consistent mentoring to their downline. Mentors must show evidence that they have:

- Sent a welcome message (email or text) to the new Affiliate with an invitation to join their onboarding training for new members.
- Initiated communication with the affiliate at least once in the past 30 days for the express purpose of mentorship.
- Has responded to and actively assisted the affiliate in the past 30 days if the affiliate contacted them.
- Has established a venue for group communication such as a Facebook group, messenger group, email thread, etc. and responds to those communications in a positive and helpful manner.

Reporting Policy Violations

If an Affiliate witnesses or observes a violation by another Affiliate of the Policies and Procedures, they are obligated to report the violation to the Company. Please send your concern to

compliance@toribellecosmetics.com and provide sufficient detail (situation, violation, dates, location, persons involved, etc.), including any screen shots or photos. The Company will make every effort to ensure the reporting Affiliate's identity, and any information they share that may reveal their identity, remains confidential.

Section 21. Product Sales Requirements

The Tori Belle Compensation Plan is based on the sale of products and services to end consumers. Affiliates must fulfill sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

Order Forms/Sales Receipts

The Company provides an order confirmation with order details to all customers that are acquired through a Tori Belle Cosmetics website. While we do not require Tori Belle Affiliates to carry inventory for resale, it is at the sole discretion of the Affiliate if they choose to do so. All Affiliates who carry products on hand for resale to customers must provide the customers with a copy a sales receipt at the time of the sale. These receipts must list the products purchased, the price paid for each product the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. In addition, Affiliates must orally inform the buyer of their cancellation rights. These rights are posted at the bottom of the Tori Belle website. Affiliates must maintain a copy of any sales receipts given to a customer for a period of two (2) years and furnish them to the Company upon request.

Timeliness in Placing Customer Orders

It is important to take care of customers in a timely fashion. If a customer requests that the Affiliate create an order for them and then payment is taken but an order is not placed, it is considered fraud. The Company will take the legal action necessary to collect those funds and return them to the customer.

Price Advertising

Affiliates may re-sell Tori Belle products to their customers at the suggested retail price listed on the Company's website. Affiliates may not create outside coupons, "BOGOs", discounts or specials on any online, ecommerce, or social media site that are not first approved by the Company. If an Affiliate chooses to advertise or promote the sale of Tori Belle products, the Affiliate may not advertise the price of the product unless the advertised price is the same as or greater than the retail price of the product on the official Tori Belle Cosmetics website.

The Sale of Free Products

From time-to-time, Affiliates may receive free products from the Company. The purpose of the award of free products is to provide Affiliates with additional product for personal use, giveaways or to display or use for

demonstration purposes. Affiliates may sell the free products they've earned to their customers provided the products are not sold at prices lower than the retail prices for the products as set forth at the official Company website. Any Affiliate who sells such product at prices lower than the said retail prices will be ineligible for receipt of free products in the future. Affiliates selling product they earned for free must collect any appropriate state sales tax required and remit the sales tax to the state the product was sold in.

Section 22. Bonus And Commission Qualifications

Affiliates must be in compliance with the Independent Sales Representative Agreement to qualify for commissions and bonuses. So long as an Affiliate complies with the terms of the Tori Belle Agreement and Policies & Procedures, all commissions owed to an Affiliate, regardless of the amount accrued, will be paid at the end of each commission period or upon the termination of an Affiliate's business. The Company shall pay commissions and bonuses to such Affiliate in accordance with the Compensation Plan.

Adjustment to Bonuses and Commissions

Affiliates receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to the Company for a refund or is repurchased by the Company, either of the following may occur at the Company's discretion: (1) the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Upline Affiliate(s) who received bonuses and commissions on the sales of the refunded products; or (2) the Upline Affiliate(s) who earned commissions based on the sale of the returned products will have the corresponding volume deducted from their Group Volume in the next month and all subsequent months until it is completely recovered.

Excess Inventory and Bonus Buying

Affiliates should never purchase more products than they can reasonably use or sell to retail customers within a 60-day period. Affiliates must not influence or attempt to influence any other Affiliate to buy more products than they can reasonably use or sell to retail customers in a 60-day period. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product needs by consumers.

Bonus Buying also includes:

- The sponsorship of individuals without their knowledge and/or execution of an Affiliate Agreement on behalf of others without their knowledge;
- The sponsorship or attempted sponsorship of nonexistent persons as Affiliates ("phantoms");

- Subsidizing the entire or partial cost of a customer purchase or New Affiliate Starter Kit purchase that counts towards your volume or adds an Affiliate to your team. This includes offering a blanket discount or rebate on the purchase of goods;
- The purchase of product to qualify for contests, fast-start bonuses, promotions, personal sales requirement for pay rank.

Section 23. Reports

All information provided by the Company in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by Tori Belle Cosmetics or any persons creating or transmitting the information.

All personal and group sales volume information is provided “as is”: without warranties, express or implied. In particular, but not without limitation, there shall be no warranties or merchantability fitness for a particular use, or non-infringement. To the fullest extent permissible under the applicable law, Tori Belle Cosmetics and/or other persons creating or transmitting the information will in no event be liable to any Affiliate or anyone else for any direct, indirect, consequential, incidental special or punitive damages that arise out the other use of access to personal and/or group sales volume information (including, but not limited to lost profits, bonuses, or commissions, loss of opportunity and damages that may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information). Even if the Company or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, the Company or other persons creating or transmitting the information shall have no responsibility of liability to you or anyone else under any tort, contract, negligence, strict liability products liability or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

Access to and use of the Company’s online reporting services and Affiliate reliance upon such information is at the Affiliate’s own risk. All such information is provided “as is.” If an Affiliate is dissatisfied with the accuracy or quality of the information, their sole and exclusive remedy is to discontinue use of and access to the Company’s online and telephone reporting services and their reliance upon the information.

Section 24. Orders

Individual Customer Orders

Customers may order Tori Belle Cosmetics through the Affiliate’s Website.

Address Verification

If an address cannot be validated in our system, the Company will contact the Affiliate or customer to ensure the address is correct or request an alternate address to ship the order to. If the address is validated, Tori Belle Cosmetics will ship the package. If the Company ships a package to the address that is provided to us either by the Affiliate or the customer, and it is deemed undeliverable and returned to sender (“the Company”), due to being entered incorrectly by the Affiliate or the customer, the order will be immediately cancelled and refunded. The Company will not resend the order out. The customer will need to resubmit the order and provide a deliverable address.

Restrictions on Third Party Use of Financial Account Access

Affiliates shall not permit other Affiliates, prospective Affiliates, Customers or prospective Customers to use their credit or debit card, or permit debits to their financial accounts, to enroll or to make purchases from the Company. For example, a Sponsor shall not purchase the Enrollment Kit for their recruit, nor shall any Affiliate pay the monthly access fee for any other Affiliate.

Section 25. Sales Tax

The Company is required to charge sales taxes on all purchases made by Affiliates and Customers in states that charge sales tax and remit the taxes charged to the respective states. Accordingly, the Company will collect and remit sales taxes on behalf of Affiliates, based on the price of the products, according to applicable tax rates in the state or province to which the shipment is destined.

Section 26. Shipping

Shipping Times

The Company makes every effort to ship orders within two (2) business days from the day an order is placed. All orders are shipped via ground service. We do not currently offer overnight or expedited shipping.

Order Verification

When an Affiliate or the customer receives a shipment from Tori Belle Cosmetics, it is the obligation of the recipient to confirm that the product received matches both what was ordered, and the product listed on the shipping invoice and that the product(s) are free of damage.

Section 27. Inactivity and/or Termination of Affiliate

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, the Company shall pay commissions to such Affiliate in accordance with the Compensation Plan. An Affiliate's bonuses and commissions constitute the entire consideration for the Affiliate's efforts in generating personal retail sales and all activities related to generating sales (Including building a Downline organization). Following a Affiliate's non-renewal of their Affiliate Agreement, termination for inactivity, (less than \$300 of retail sales within a six month period), voluntary or involuntary termination of their Affiliate Agreement (all of these methods are collectively referred to as "termination"), the former Affiliate shall have no right, title, claim or interest to the marketing organization which they operated, or any commission or bonus from the personal retail sales generated by the organization.

An Affiliate whose business is terminated will lose all rights as an Affiliate. This includes the right to sell Tori Belle Cosmetics products and services and the right to receive future commissions, bonuses, or other income resulting from the personal retail sales and other activities of the Affiliate and the Affiliate's former Downline sales organization. In the event of termination, Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former Downline organization and to any bonuses, commissions or other remuneration derived from the personal retail sales and other activities of their former Downline organization.

Following an Affiliate's termination of their Affiliate Agreement, the former Affiliate shall not hold themselves out as an Affiliate and shall not have the right to sell Tori Belle Cosmetics products or services. An Affiliate whose business is terminated shall receive commissions and bonuses only for the last full pay period they were active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination). When a vacancy occurs in a Downline organization due to the termination of a Tori Belle business, everyone shifts up one level; so the first level (or frontline) of the terminated Affiliate now becomes the first level (or frontline) of the terminated Affiliate.

Section 28. Loss of Downline Due To Inactivity Or Termination

Involuntary Termination

Violation of any of the terms of the Agreement, including any amendments that may be made by the Company in its sole discretion, may result in disciplinary measures including the involuntary termination of their Affiliate Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered by an express courier, addressed to the Affiliate's last known address, email address, or fax number, or to their attorney, or when the Affiliate receives actual notice of termination, whichever occurs first.

The Company reserves the right to terminate all Affiliate Agreements upon thirty (30) days written notice in the event that the Company elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

Voluntary Termination

Affiliates enrolled with the Company have a right to terminate at any time, regardless of reason. The termination notice must be submitted to the Company's Support Department via email. The notice must include the Affiliate's printed name, address, and Affiliate I.D. Number. The notice must come from the Affiliate's email account the Company has on file. Once the termination request is received and responded to by the Company Support Department, the Affiliate's account will be suspended, and the Affiliate will no longer be able to access their Back Office. Also, their replicated Tori Belle Cosmetics website will be disabled. The effective date of the termination is always on the 1st of the month following the receipt of the requested termination.

To not be charged the monthly access fee in the subsequent month following termination, Tori Belle Cosmetics must receive a termination request before the effective date of termination. For example, if Support receives a request for termination on January 31, since it was received before February 1 (the effective date of termination) the Affiliate requesting to be terminated will not be charged the access fee for February. In addition, there are no refunds for access fees charged for the month a termination request is received. For example, if Support receives a request for termination on January 2, the monthly access fee paid on January 1 would not be refunded. In order to be eligible to receive a refund for the January Access Fee payment, the termination request needed to be received by Support no later than December 31. Simply not paying access fee(s) is not a form of termination. However, if three (3) consecutive months are not paid, the Affiliate will be cancelled and the three (3) consecutive missed payments will be deducted from any owed commissions.

Section 29. North Dakota Residents

If you are a resident of North Dakota, you are not required to purchase a Starter Kit. However, you may be required to pay a registration, enrollment and/or website fees. Your registration covers the cost of familiarizing you with the Company's products, sales techniques, sales aids, access to an Affiliate replicated website, Back Office, and other things designed to facilitate sales. North Dakota residents who wish to enroll as an Affiliate without receiving a Starter Kit, please email your request to Support@toribellecosmetics.com