

SheerSense® Policies and Procedures Guide

SheerSense® Limited (hereinafter referred to as “SheerSense”) is a direct sales company that encourages and supports the use and retail selling of SeneGence® products through Independent Distributors (hereinafter referred to as “Distributors”) throughout the United Kingdom, the Channel Isles and the Isle of Man (known as the Territory).

SheerSense is a business built on the highest ethical standards, combining the best of the highest quality ingredients, a unique application system and a generous marketing program.

As an Independent Distributor, you are required to understand and agree to comply with the ethics, rules, regulations, policies and procedures set forth in this SheerSense Policies & Procedures Guide (also referred to as the “Policies & Procedures” or the “Distributor Policies & Procedures”), and in the Distributor Terms of Agreement and Terms and Conditions, or that may be published by SheerSense from time to time.

SheerSense reserves the right to amend and/or revise the Policies & Procedures as it deems appropriate at any time by publishing amendments or by revising the Policies & Procedures in whole.

Such modifications will be published on the official website and any change which is to the detriment of Distributors will take effect no earlier than fourteen days after the date of such publication.

SheerSense expects all Distributors to comply with all UK Law governing Marketing and Advertising and with other applicable laws.

It is your responsibility to comply with all laws and regulations.

It is, therefore, very important that you read and understand the information in these Policies & Procedures. If you have any questions regarding any policy, seek an answer from your upline, or from the Compliance Department at the SheerSense Head Office.

Review the information in these Policies & Procedures often. It, along with the SheerSense Terms of Agreement and Terms and Conditions, as well as the Distributor Compensation Plan, explains and governs the relationship between you, as a Distributor of SeneGence's products and SheerSense.

Section 1: Professional Ethics

Recognising that individuals engaged in direct selling assume certain responsibilities toward both SheerSense and the consumers/end product users arising out of the direct sales method of distribution of their products and services, SheerSense hereby sets forth the basic, fair and ethical principles and practices to which Distributors must adhere to in the conduct of their business.

Distributors shall:

1. Be ethical, honest and fair in all dealings as a Distributor for SheerSense.
2. Be courteous and respectful to every person contacted in the course of their Distributorship, including refraining from rudeness and intimidation towards other Distributors. And including Head Office staff when carrying out of the work that they are required to do and when required to pursue the regulations contained herein.
3. Perform all their professional activities in a way that enhances their reputation and the reputation of SheerSense. This includes being the best version of you when you are promoting your business. We all like a day off and chill out, but if you are out and about, remember you are your own marketing department.
4. Refrain at all times from belittling the good name and reputation of SheerSense and the other Distributors. This includes but is not limited to comments written or oral, and actions that might reflect negatively upon SheerSense or other Distributors.
5. Fulfil their Upline responsibilities to including training and otherwise supporting the Distributors in their own business, as described in this guide.
6. Please do not engage in any deceptive, unlawful, or unethical customer recruiting practices.
7. Make no statements, promises, or testimonials which are likely to mislead customers or prospective Distributors. See the trademarks, literature and advertising sections for more detail.
8. Make accurate and truthful offers of products and services with respect to price, grade, quality, make, value, performance, quantity and availability.
9. Deliver a written/digital order or receipt to customers at the time of sales which sets forth all charges, terms of sale, the name and address of the Distributor and customer order cancellation method.
10. Make no therapeutic or curative claims for products.
11. Make no statements, claims, representations, warranties or disclosures with respect to any SeneGence products other than what is contained in the official literature. See the Product Knowledge Section in the Back Office.
12. Make no improper income representations or lifestyle representations to anyone,

including prospective Distributors.

13. Do not use the inner workings or other “genealogical” printouts/screenshots of other direct marketing companies or otherwise use information held as proprietary by other companies. Please concentrate on your products and your business.

14. Conduct their SheerSense Distributorship in such a way as to respect the products and professionalism of other companies, realising that SeneGence is an exciting way of bringing an array of products and services to the marketplace. In this way, each Distributor will help promote the reputation of all reputable direct marketing companies and further the cause of personal independence and financial freedom for their Distributors.

15. Make no false or misleading statements or omissions to SheerSense.

16. Make no malicious, abusive, defamatory or offensive statements which are meant or tend to harm someone’s reputation. Behaviour which can be considered to be bullying or intimidation cannot be tolerated. This includes statements and behaviour towards Distributors and Head office staff as well as customers and members of the public.

17. Do not create a hostile environment due to: age, ancestry, colour, race, national origin, religion, religious creed, sex, sexual orientation, gender, gender identity, gender expression, genetic information, marital status, medical condition (including those related to pregnancy, childbirth or breastfeeding), mental disability, physical disability, past, current or prospective service in the uniformed services or any other categories protected under applicable law.

18. Make no statements that hold another Distributor in a bad light or in a manner that may harm the reputation of SheerSense’s Distributors.

19. Do not make any statements that can be considered to be or are cyber-bullying, i.e., the intentional, repeated or egregious mistreatment of others through the use of technology, such as computers, cell phones and other electronic devices. Cyber-bullying involves the use of information and communication technologies to support deliberate, repeated and hostile behavior by an individual or group that is intended to harm others or actually harms others.

20. Distributors must refrain from using offensive language or tone in communications with SheerSense Head Office.

21. At all times comply with the requirements and requests of SheerSense in connection with the operation of the Distributorship as directed pursuant to these Distributor Policies & Procedures.

SheerSense will not abide any activity that it considers unethical, unprofessional or intimidating by its Distributors. SheerSense will ‘step in’ when such behaviour has been reported or is evident and reserves the right to use its sole judgment in deciding whether a particular Distributor has acted inappropriately, and to discipline such Distributor, including but not limited to termination of the Distributorship.

22. Distributors should reply to any correspondence from Head Office, either email or verbal in a timely manner.

Section 2: Distributor Status

A. BECOMING A DISTRIBUTOR

An individual becomes a Distributor of SheerSense after a completing the online application process at www.SheerSense.com, including agreeing to be bound by these Policies & Procedures, and payment of the application fee is submitted and received (where applicable).

SheerSense reserves the right to reject any individual's application. This right may be exercised by SheerSense in its sole discretion without reason or explanation. Upon such rejection, SheerSense will refund any application fee submitted by the individual within 30 days. Only after completion of the application process, payment of the application fee (where applicable) and acceptance by SheerSense does an applicant have the right to sell SheerSense's products to end use consumers and to participate in SheerSense's Distributor Compensation Plan.

B. INDEPENDENT CONTRACTOR STATUS

Each Distributor is an independent contractor and, therefore, shall never be considered a representative, agent, employee, partner, joint venture, director, CEO or franchisee of SheerSense. As an independent contractor, each Distributor is responsible for obtaining any permissions, insurances or conforming to tax regulations required by law. In addition, each Distributor is responsible for any and all expenses incurred in the operation of his or her Distributorship.

Distributors may not represent themselves in any manner as being a representative, agent, employee, partner, joint venture, director, CEO or franchisee of SheerSense, nor may Distributors represent themselves as having any authority to bind SheerSense to any obligation or contract.

Distributors acknowledge and agree that, as an independent contractor, their relationship with SheerSense is a business relationship and is commercial in nature, as opposed to the relationship of a consumer with SheerSense.

Distributors are independent contractors for all tax purposes, and will not be treated as agents, employees, partners, joint venturers, or franchisees with respect to any law, rule or regulation.

All Distributors shall comply with all UK Law and responsibilities concerning the operation of their businesses. All Distributors are responsible for their own managerial decisions, working hours, methods of sale and expenditures, including all estimated income and taxes.

C. NO PURCHASE REQUIREMENT

No person is required to purchase any SeneGence product or service in order to become a Distributor.

D. ANNUAL RENEWAL

The Distributorship is good for a term of one (1) year subject to the terms of these Policies & Procedures, including but not limited to the minimum purchase requirement below in Section 2 M. Each Distributorship will be renewed automatically unless otherwise notified by SheerSense or the Distributor. SheerSense, in its sole and unfettered discretion, with or without reason, shall have the right to refuse to renew any Distributorship at any anniversary date.

E. TERRITORIAL LIMITS

Distributors are authorised to sell SeneGence products only in the country and/or territory in which they initially applied. A Distributor may not sell product, or have any interest in a Distributorship, in more than one country or territory. SheerSense reserves the right to limit the territories where SeneGence's products may be resold by Distributors and the means by which SeneGence's products are offered and sold.

If a Distributor resides outside of the Territory (as given in Schedule 2 of the Distributor Terms and Conditions) for more than 28 days in a year the Compliance Department must be satisfied that product is purchased from SheerSense and is delivered to an address within the Territory, and satisfied that the residence is temporary and justifiable.

No Distributor may purchase product in one country and ship it for sale, personally transport it for sale or use any other means of distribution to sell product in another country, even if both countries have been officially opened for business by SeneGence. Violations of territorial limits may result in immediate disciplinary action, including but not limited to termination of Distributorship.

All Distributors may sponsor new Distributors in a country or territory which SeneGence has officially opened up for said opportunity, regardless of in which country or territory his or her Distributorship is located.

There are no exclusive territories for recruiting purposes. No Distributor may sell SeneGence product or sponsor new Distributors within a country or territory which has not been officially opened for business by SeneGence.

To clarify, "to sell" and "selling" is used in the meaning of providing product to a receiving customer, as opposed to a verbal or written process.

F. LEGAL AGE

A Distributor shall be at least eighteen (18) years of age or the age of legal contractual capacity for the legal jurisdiction in which the applicant resides. No Distributor shall knowingly recruit or sponsor someone under the age of eighteen (18) years or the age of legal contractual capacity for the state or legal jurisdiction in which the applicant resides.

G. CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS AND TRUSTS

Corporations, partnerships and trusts may become Distributors for SheerSense only if copies of the following documents are provided to and accepted by SheerSense:

1. The Articles of Incorporation, Partnership Agreement or trust documents as filed with Companies House or other required office;
2. A complete list of all directors, officers and shareholders involved in the corporation (partnerships must disclose all general and limited partners) and any changes to such information;
3. Entities doing business under a different business name must provide SheerSense with a confirmed copy of its business name; and
4. Entities other than sole proprietors must provide SheerSense with documented proof of incorporation number.

H. MARRIED COUPLES AND DOMESTIC PARTNERSHIPS

Unless the Distributorships pre-date the marriage or domestic partnership, married couples or domestic partners who elect to be a part of the distributorship of their spouse/partner must be enrolled/sponsored as a single Distributorship entity, and may not have any interest, directly or indirectly, or in any capacity, in another Distributorship. **Married individuals or Domestic Partners may not sponsor each other in any manner.** Further, no commission will be paid to one spouse or partner based on the other spouse's/partner's purchases, even in the circumstance where the separate Distributorships of each spouse pre-date the marriage or cohabitation. The spouse or partner of a Distributor is considered by SheerSense as having a beneficial interest in the Distributorship, regardless of whether the spouse or partner is registered as an applicant or Distributor or not. A spouse or partner who wishes to formally register as a Distributor must subsequently apply to SheerSense to be added as a co-distributor in his or her spouse's/partner's Distributorship, which application may be granted or denied by SheerSense in its sole and unfettered discretion.

In no event shall SheerSense be bound, or considered to be bound, by these Policies & Procedures, the Distributor Compensation Plan, or any other contractual document or agreement, in regard to any spouse/partner who has not applied and been added as a co-distributor in his or her spouse's/partner's Distributorship.

I. FICTITIOUS BUSINESS NAMES

A person may apply as a SheerSense Distributor using a fictitious name (or "trading as"). The legal name of the applying individual or individuals having rights to such fictitious names shall be disclosed by providing to SheerSense a confirmed copy of the filed application with which they were obtained.

J. IDENTIFICATION NUMBERS

SheerSense will assign an ID number to each Distributor, and will use this number to register all Distributors and to provide various services to Distributors.

K. CANCELLATION

A Distributorship may be terminated or cancelled at any time and for any reason by a Distributor notifying the SheerSense head office in writing of the election to sever the

Distributorship relationship.

See the SheerSense Distributor Terms and Conditions regarding termination of Distributorship. Speak to the SheerSense Team to help you with your exit strategy.

L. MULTIPLE INTERESTS

An individual may not participate in more than one SheerSense Distributorship. A member of one partnership or corporation that is a Distributor may not be involved in another Distributorship, including having a passive financial interest in such organisation.

M. MINIMUM PRODUCT PURCHASE TO MAINTAIN DISTRIBUTORSHIP

After becoming a Distributor, in order to maintain his or her Distributorship, each Distributor must purchase a minimum of 100 PV (£200 UK retail value) of commissionable product, per each six month period. Should a Distributor fail to make this minimum purchase, his or her Distributorship will lapse, and thereafter additional purchases from SheerSense (or the exercise of any Distributor right) will require a new Distributor Application and Agreement and an application fee (where applicable). If a Distributorship lapses pursuant to this provision, the Distributor will lose all status, downline Distributors and future commissions. If the Distributor chooses to reapply for a Distributorship, it will be as a new Distributor beginning with no status and no downline.

See Section 7 for information regarding Termination of a Distributorship.

N. SAME HOUSEHOLD

To the extent such an arrangement is otherwise allowed by these Policies & Procedures, Distributors in the same household or business entity or location shall have the same sponsor. Second and subsequent applicants from the same household or business entity or location may only register for the Distributor Licence, not for the further options.

Section 3: Sponsoring and Training

A. SPONSORING

SheerSense Distributors are entitled to sponsor other Distributors in the United Kingdom, Isle of Man, Channel Isles, and in any other country or territory where SeneGence has officially opened up for said opportunity. Under no circumstances are Distributors to be recruited, solicited, sponsored, or trained from any country not officially opened by SeneGence. Distributors are compensated only for sales as described in the Distributor Compensation Plan, not for sponsoring new Distributors. Distributors are only given recognition, i.e., rank advancements, reward programs and other incentives based solely on their downline organisation located in the country in which the Distributor is enrolled.

B. TRAINING REQUIREMENT

Distributors must fulfill the obligation of performing a bona fide sponsoring, supervisory, distributing and selling function in the sale or delivery of product to the consumer/end product user and in the training of those sponsored. This means that Distributors must have ongoing contact and communication with and provide supervisory support to their downline sales organisation to foster the success of said downline.

Distributors are prohibited from refusing communication or contact with their downline. Distributors acknowledge that in order to facilitate training and teambuilding activities, SheerSense has the right to share names, email addresses, telephone numbers and purchasing information and histories of Distributors with other Distributors.

Upon request, Distributorships shall provide evidence of their fulfillment of this responsibility to the satisfaction of SheerSense. Failure to perform these functions, or to provide satisfactory evidence of it, may result in discipline of the Distributorship, up to and including the termination of a Distributorship.

C. MULTIPLE APPLICATIONS

If one individual applies for multiple Distributorships listing different sponsors, the first completed application to be received by head office of SheerSense will be accepted. In any such situation, SheerSense reserves the right to make the final decision as to which application is accepted, in its sole discretion.

D. CHANGING SPONSORS

Changing of sponsors is not allowed. Once a Distributor is sponsored, SheerSense believes in the maximum protection of that relationship. By special exception anyone who is left without any upline, due to termination or resignation of their sponsor/s, may be considered eligible for a move 6 months later.

E. CROSS-LINE SPONSORING

No Distributor shall engage in cross-line sponsoring. Cross-line sponsoring is defined as attempting to encourage existing Distributors to cease or decrease their business building activities under their initial sponsor in order to participate in any way in an organisation

formed under a different sponsor. If a Distributor is found to be participating in any way in a cross-line sponsoring endeavour, SheerSense reserves the right to immediately suspend that entity or individual pending a final determination that may ultimately result in termination of such Distributorship.

F. NO STACKING OF DOWNLINE DISTRIBUTORS

Distributors may only recruit and/or sponsor new distributors into their first level downline.

G. DISTRIBUTORSHIPS WITH OTHER COMPANIES.

No SheerSense Distributor shall attempt to encourage existing Distributors to cease or decrease their SheerSense business in order to participate in a distributorship formed with a different company. SheerSense reserves the right to immediately suspend that entity or individual pending a final determination that may ultimately result in termination.

H. TERMINATION OF A SPONSOR

If a Distributor's sponsor is terminated, voluntarily or required by SheerSense, the Distributor can contact the SheerSense team for future support.

The remaining Upline and Downline Distributors maintain their position in the Genealogy and the Distributor Compensation Plan will treat the position of the terminated person as one that makes no purchases. Please refer to the Distributor Compensation Plan.

Section 4: SheerSense Proprietary Information

A. USE OF SHEERSENSE TRADEMARKED, COPYRIGHTED OR OTHER PROPRIETARY MATERIAL

SheerSense does not permit the use of its trademarked, copyrighted or other proprietary information, including but not limited to trademarks, trade names, logos, trade dress, product names, symbols, artwork and other similar information (hereinafter referred to as “SheerSense Proprietary Information”) without permission from the SheerSense Compliance Department or Head Office.

B. LIMITED LICENCE FOR DISTRIBUTORS

Active Distributors in good standing with SheerSense who have agreed to be bound by these Policies & Procedures are granted a limited licence to personally use SheerSense Proprietary Information solely in connection with operating their Distributorships and promoting SeneGence products, as long as such use is in compliance with these Policies & Procedures. This limited licence automatically ends immediately if a Distributor becomes inactive, is suspended or terminated by SheerSense or cancels his or her Distributorship. This limited licence is provided in SheerSense’s sole discretion. This limited licence may be revoked or further limited at any time, in any manner and for any reason or no reason, in SheerSense’s sole discretion. The Distributor acknowledges that he or she must immediately cease any use of the SheerSense Proprietary Information at the end of this limited licence. All applicable provisions of these Distributor Policies & Procedures govern this limited licence, including but not limited to those in the following subsections of this Section 4 and in Section 5.

Distributors are required to include the proper designations of ownership and control (whether that be ® ™ © or any others as may be applicable) when using SheerSense Proprietary Information. SheerSense may audit any Distributor’s use of SheerSense Proprietary Information at any time and through use of SheerSense’s Proprietary Information, Distributors acknowledge that they grant SheerSense any applicable access such audit may require, for example access to a closed social media group.

C. SHEERSENSE MATERIALS ARE COPYRIGHTED

All SeneGence/SheerSense materials, whether on film, digital, printed, displayed on the Internet, transmitted via electronic communications or produced by sound recording, are copyrighted.

D. DISTRIBUTOR’S SHEERSENSE NAME

A Distributor shall not at any time use the SheerSense name or any of SheerSense’s Proprietary Information as part of his or her own corporation, Limited Liability Company, proprietorship, partnership or Distributorship business name. A Distributor may not hold him or herself out to be or imply in any other way that he or she is a representative, agent, employee, partner, joint venturer and/or franchisee of SheerSense. The ONLY authorised use of the SheerSense name by a Distributor is in identifying him or herself as an “Independent Distributor,” which identification must be bold, clear and prominent if used in conjunction with the SheerSense name or any of SheerSense’s Proprietary Information and

must include the Distributor ID number.

For example:

“Independent Distributor for SheerSense “ or “Independent Distributor of LipSense®”

E. PHONE AND VOICEMAIL GREETINGS

Distributors may not answer their phones by saying "SheerSense" and may not record voicemail greetings as if they are the corporate office of SheerSense, and may not in any other manner lead callers to believe that they have reached the corporate office of SheerSense instead of a Distributor. Each Distributor must make it clear that they are an “Independent Distributor” of SheerSense.

F. USERNAMES, EMAIL ADDRESSES, SOCIAL MEDIA LISTINGS, TELEPHONE DIRECTORY LISTINGS AND OTHER DIRECTORY LISTINGS

No username, email address, social media account or group listings or other identification of a Distributor may in any manner lead others to believe that the Distributor is the corporate office of SheerSense instead of an Independent Distributor. Telephone directory listings or other directory listings must identify the Distributor boldly, clearly and prominently as an “Independent Distributor of SheerSense.” In addition, all directory listings must be placed under an appropriate topical heading (e.g. Cosmetics, Beauty Supplies, Skin Care) and must include the Distributor’s ID number.

Any confusing or misleading usernames, email addresses, social media account or group listings, telephone or other directory listings, and any other confusing or misleading manner in which any Distributors identify themselves must be changed by the Distributor immediately, at the request of SheerSense.

G. RADIO AND TELEVISION

Distributors are prohibited from granting radio, television, newspaper, tabloid, or magazine interviews, from making public appearances and public speaking engagements and from making any type of statement to the media to publicise SheerSense, the products, or their individual Distributorship except with the express prior written approval of the Compliance Department. If the Compliance Department provide express written authorisation, any interviews, public appearances, public speaking engagements or any statement made to the media shall be made in accordance with these Policies & Procedures and all laws and regulations.

H. RECORDING, BROADCASTING OR LIVE STREAMING

A Distributor, unless specifically permitted in writing in advance by the Compliance Department, MAY NOT RECORD, BROADCAST OR LIVE STREAM any talk, presentation or telephone call (whether made or received), webinar, live conference or training or video conference by SheerSense or any agent, representative or employee of SheerSense.

Any specifically permitted use becomes void at the point of termination of a Distributorship.

I. NO SALES OR MARKETING OF MATERIALS CONTAINING SHEERSENSE PROPRIETARY INFORMATION

A Distributor may not sell or market promotional items, pictures, videos or literature of any kind upon which SheerSense Proprietary Information is included or imprinted. This restriction includes all promotional gift items of any kind, all printed materials and other items.

A Distributor may not sell or market literature, films or sound recordings that are deceptively similar in nature to, or likely to be confused with those produced, published and provided by SheerSense for its Distributors. Nor may a Distributor purchase, sell, market or distribute materials containing SheerSense Proprietary Information which imply or suggest that said materials originate from SheerSense.

Any such use becomes non-permissible at the point of termination of a Distributorship.

J. BUSINESS CARDS, LETTERHEAD, IMPRINTED CHECKS AND CAR DECALS

All business cards, letterhead, imprinted checks, car decals and any other materials utilised by the Distributor must identify the Distributor boldly, clearly and prominently as an "Independent Distributor of SheerSense" and must include the Distributor's ID number. Any changes and/or additions to the standard layout for business cards must be approved by the Compliance Department. No business cards, letterhead, imprinted checks, car decals or any other materials utilised by the Distributor may suggest that the owner is the corporate office of SheerSense, and any confusing or misleading materials used by the Distributor shall be changed by the Distributor immediately, at the request of the SheerSense.

K. TESTIMONIAL RELEASE AND COPYRIGHT LICENCE

In consideration of its grant of a Distributorship, SheerSense, its subsidiaries, affiliates, agents, representatives and anyone authorised by SheerSense, shall receive a perpetual, irrevocable, paid-up licence to any copyrighted material and will have the right to use, throughout the world in any and all media, Distributors' photographs, names, likenesses, appearances, images, voices, statements, quotes, letters, endorsements, testimonials, social media posts and/or other information and materials created or supplied by Distributors (hereinafter referred to as "Distributor information and materials"). For this purpose, any and all recorded appearances taken or obtained by SheerSense at any SheerSense function at which the Distributor is present, shall be conclusively considered to have been supplied by the Distributor with such permission and subject to this grant (including a perpetual, irrevocable, paid-up licence to any copyright therein, for use throughout the world). Under no circumstances shall the Distributor be entitled to any consideration for the use of the Distributor information and materials by SheerSense.

These rights shall include the right to incorporate Distributor information and materials in video or audio form, print ads, still photographs, catalogues, packaging, package inserts, social media posts and all other media. These rights include but are not limited to printing, copyrighting, reproducing, exhibiting, broadcasting, transmitting, publishing, editing, distributing or otherwise using or licensing others to use Distributor information and materials, in whole or in part, for purposes of advertising and promoting SheerSense and its subsidiaries and affiliates, or for any other purpose relating to the business of SheerSense.

Said rights in favour of SheerSense shall continue past the term of the Distributor's Distributorship, in perpetuity.

SheerSense's use of Distributor information and materials as described above will not violate the rights of the Distributor or of any person or organisation. Said statements will be honest and truthful.

L. INTERNET RESTRICTIONS

The use on the Internet of any SheerSense Proprietary Information shall be subject to the requirements set forth in Section 5 and shall be specifically limited as follows:

a. SheerSense Proprietary Information shall not be used as any part of a domain name or URL (Internet address), sub domain name or page address. This policy applies to all domain names and URLs regardless of the universal domain extension utilised.

For example:

www.ILoveSeneGence.com, www.ILoveSeneGence.biz, and <http://store.yahoo.com/LipSense.html> are all prohibited uses of SheerSense Proprietary Information.

b. SheerSense Proprietary Information shall not be used as any part of a meta tag or website description of a Distributor's website. Further, such material shall not be used anywhere in the HTML source code of a Distributor's website.

c. Distributors may not place buttons, pop-up ads, banners or any other type of Internet advertisement on any website, or anywhere on the Internet, using SheerSense Proprietary Information.

For example:

Distributors may not have a Sponsored Ad on Google (or other search engine) using any of SheerSense or SeneGence trademarked names, i.e. SeneGence, LipSense, MakeSense, etc. The ad must only be searchable using non-trademarked names or materials.

d. Distributors may not offer, directly or indirectly or through any intermediary or instrumentality, any SeneGence product for sale on any auction site or other website where sale of product is conducted through the solicitation of offers on the Internet.

e. Distributors may not in any way direct Internet traffic to unapproved websites or allow Internet traffic to be directed to unapproved websites using SheerSense Proprietary Information.

f. Distributors may not offer, directly or indirectly or through any intermediary or instrumentality, any SeneGence product for sale on an Internet website that has not been approved by SheerSense or does not link to a SheerSense approved website (i.e. MiniSite). And, in no event may a Distributor offer any SeneGence product for sale on an internet website containing an online shopping cart or payment processing capability, other than on a SheerSense hosted website.

g. SheerSense Proprietary Information shall not be used by Distributors to register for any Internet search engine or other information retrieval system on the Internet.

h. SheerSense Proprietary Information shall not be used as any part of a user profile, user name, topic identifier, subject identifier or any other means to identify a Distributor or the subject or topic matter of a Distributor's social media post and/or comment. All user profiles must clearly state "Independent Distributor of SheerSense", and must include the Distributor's ID number.

For example, the use of profile names and/or domain names or any other means to identify yourself on social media accounts with names such as SeneGence Ladies, SeneGence.com/lips, LipSense Lady, BrowSense Broker, SeneGence Store, @senegencelips, @senegence, @lipsense, @senedermssolutions, or SheerSense equivalents would all be prohibited uses of SheerSense Proprietary Information.

This also includes any words or phrases which are similar in either sight, sound or meaning to, or which intend to mimic, any SheerSense Proprietary Information such as LipSensation, LipNonSense, MakesSense, etc. Such determination shall be in the sole and unfettered discretion of SheerSense.

i. SheerSense Proprietary Information shall not be used as part of the content of any website or webpage, except (1) on a SheerSense-approved website (e.g. MiniSite), (2) if specifically approved by SheerSense to link to a MiniSite, (3) as provided to the Distributors by SheerSense as a website page referencing the product and the Distributor's MiniSite.

For example:

Distributors may design and operate their own websites displaying their own personal (non-SeneGence/SheerSense) branding. If the website contains any SeneGence/SheerSense trademarked names or materials and is used to display, market and/or sell SeneGence products, then it MUST link to a SheerSense-sponsored shopping cart, i.e. MiniSite, in order to complete any such sale of any SeneGence product.

j. Any other link, or instruction on such a website to go elsewhere to complete the purchase of SeneGence product is prohibited.

M. EMAIL SOLICITATIONS

Unsolicited email advertisements ("spam") are specifically prohibited, and shall be deemed to constitute unethical activity by any Distributor that sends such spam. It is the sole responsibility of the Distributor to comply with all laws relating to email marketing programs. Distributors are strongly urged to utilize reputable "opt-in" email address lists exclusively. Distributors are required to provide a simple and straightforward way to opt out of any said email solicitation. The use of any SheerSense Proprietary Information in an unsolicited email advertisement ("spam") is specifically prohibited.

The Distributor, by virtue of his or her distributorship, irrevocably grants to SheerSense the right to communicate to him or her via email, telephone, or any other common method of commercial communication, without regard to 'anti-spam', 'do not call' or other similar regulations, whether based in State or other jurisdictional law.

N. MASS MAILINGS, EMAILS AND TELEPHONE SOLICITATIONS (INCLUDING TEXT MESSAGING)

The use of SheerSense Proprietary Information may not be made with automatic calling devices, “boiler room” operations, or through unsolicited mass mailings or emails to solicit Distributors and/or retail customers. Distributors are required to comply with all state laws and regulations, including but not limited to those involving “Do Not Call” lists and CAN-SPAM restrictions.

O. MINISITES

No Distributor shall have more than one “MiniSite” within the SheerSense corporate website. To the extent that a MiniSite is editable by the Distributor, links from within a MiniSite directed to sites outside of the SheerSense website, www.SheerSense.com, are not permitted; all Distributor MiniSites will be audited by SheerSense; SheerSense reserves the right to deny release of or require changes to any MiniSite if the SheerSense deems such action essential to protect the interests of SheerSense; the images displayed on the MiniSite webpages are copyrighted and may not be downloaded or reproduced by Distributors for any purpose.

A Distributor receiving an order at their MiniSite is expected to fulfill the order so that the Customer will receive it within 21 days of placing the order.

Section 5. Advertising/Marketing In Print, Digital Or Social Media

It is anticipated that Distributors may advertise and/or market SeneGence products, and the Distributor opportunity, in many forums, including in printed and digital advertisements such as display ads (signs, posters, banners, etc.), print ads (magazine, newspaper, etc.), direct mailings, flyers, brochures and any other printed or digital items, as well as on social media including virtual communities and/or networks known by many trade names, including, but not limited to Facebook, LinkedIn, Twitter, Instagram, Snapchat and YouTube. These communities also extend to participation in a blog and wiki page. Any advertisement or marketing material, regardless of forum used, must comply with these Policies & Procedures. Any use of SheerSense Proprietary Information in any advertisement or marketing material must only be done pursuant to the limited licence granted to active Distributors in good standing with the SheerSense, as described above in Section 4B.

A. MINIMUM ADVERTISED PRICE POLICY

It has been determined that certain advertising practices undermine the Company's trade reputation and are a discouragement to Distributors and potential Distributors investing in the product lines. Accordingly, SheerSense has adopted this Minimum Advertised Price Policy ("MAP") which applies to all SheerSense Distributors.

This Policy applies to advertisements that are created by SheerSense Distributors that refer to SeneGence products. SheerSense is solely responsible for establishing the Minimum Advertised Price for each product in the territory of the UK, Isle of Man, and the Channel Isles.

The company provides a reasonable suggested retail price for each of its products. The MAP for each Company product is 85% of its suggested retail price. It is a violation of this Policy for an Independent Distributor to advertise any product at a price lower than the MAP. Such advertisements include, but are not limited to:

1. Offering coupons, discounts, rebates, Buy One Get One (BOGO) offers, offering other free products with purchases, or other inducements that, when applied, result in a price lower than the MAP;
2. Bundling Company products with other products or services (whether made by or provided by the company or another entity) in a manner that implies below-MAP pricing for the bundled product;
3. Using strikeouts or strikethroughs of pricing information, comments indicating a "big sale" or "blowout prices" or words to that effect.
4. Advertising a "Buy 3 LipSense, Get 1 Free" special, you are advertising 4 LipSense at a 25% discount because the free item makes up 25% of the total value of products being offered; which would be a policy violation.

Direct or indirect attempts to circumvent the policy also violate this policy; however, it is not a violation to advertise that a customer may "call for price," "text for price," or "email for price" as long as no price is listed and no automated call, text message, or "bounce-back" email is used in response.

For purposes of this Policy, the terms "advertise" and "advertisement" include all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogues, magazines, flyers, brochures, television, radio ads, billboards,

signage, websites, blogs, social media, affiliate marketing networks/comparison shopping engines, Distributor-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, social media group ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the internet and any other marketing or promotional materials displayed online or through broadcast or other media.

From time to time, at its sole discretion, SheerSense may announce MAP holidays or promotions that are applicable to all Distributors, during which periods a Distributor that advertises a product in accordance with the terms of the authorised promotion will not be deemed to have violated the Policy. SheerSense will notify all Distributors of any such authorised promotions.

Note that MAP will not apply during the first 30 days for a newly released product. To clarify, a product not previously released by SheerSense must be retailed by Distributors at 100% of its suggested retail price for the first 30 days following its release. And only thereafter may Distributors discount down to 85% of the retail price. The only exception to this is during a scheduled Mega-Party, when the 30 days is reduced to 7 days after the launch of the product.

B. RAFFLES, BOGOFs, GIVEAWAYS, PRIZES

The 85% rule in the previous section, Minimum Advertised Price Policy, has implications for Distributors wishing to provide promotions by the use of giveaway of an item, of using a raffle or BOGOFs or prizes in some other form of promotion. This section is to clarify compliance in this area.

GIVEAWAYS must be that – where no money changes hands and it is a free gift. The 85% maximum discount rule refers to the selling of an item. Using a product as a promotion by way of a gift isn't selling the item.

BOGOFs are non-compliant.

RAFFLES pose particular questions because of the way that they are run and not least because there are UK laws that apply.

If the income received from the raffle is at least 85% of the retail price of the item then the Distributor is not selling the item(s) for less than the allowed 15% discount. However, if the income received is less than 85% of the retail value of the item(s) then this would be non-compliant and an item(s) withdrawn from the raffle to make it compliant.

If the raffle is a “free draw” – the tickets are given away – then this becomes a “Giveaway”, as above.

An individual is restricted from purchasing more than £10 per week on raffle tickets cumulative over multiple tickets and multiple raffles.

UK law restrictions on Raffles

If the "raffle" is a free draw – no ticket purchase required – then it doesn't come under the Gambling Act, even if it is run for commercial concerns. The draw tickets are given away free.

You do not need a licence if
the raffle must not be for fundraising;
all of the money collected through ticket sales must be used to pay for the prizes and any expenses incurred organising the lottery*;
tickets must not be sold to children under 16 years of age;
no prize can be more than £50 in value.

Otherwise a licence is needed.

* "all the money raised must go in prizes" takes into account the Distributor's expenses. For example, the price the Distributor paid for the raffle item(s), the P&P, as well as any other expenses.

PRIZES, such as in a Luck Dip, being a promotion and not a sale, either conform to a gift, where no purchase is required for the Lucky Dip, or all money received goes out in prizes, as in the rules for a raffle.

GIFT VOUCHERS will be given a value – they don't replace an item, they replace cash. Therefore, when the voucher is used to purchase an item, then the value of the voucher plus the cash added to it to make the purchase must together be not less than 85% of the retail value of the items) purchased.

C. IDENTIFY YOURSELF AS AN INDEPENDENT DISTRIBUTOR

Any use of SheerSense Proprietary Information in any forum that an Distributor uses for advertising or marketing must identify the Distributor boldly, clearly and prominently as an "Independent Distributor of SheerSense" and must include the Distributor's ID number. When included in listings of any kind, the Distributor's user profile must appear under the most appropriate topical heading available through the provider. The Distributor must identify himself or herself as an Independent Distributor rather than as "SeneGence" or "SheerSense" or anything that could cause consumers or anyone else to believe that the Distributor is the SheerSense's corporate office or anything other than an Independent Distributor. Where available, such listings can appear only in "Independent Distributor," "Independent Contractor," or "Distributor" categories.

D. DO NOT USE THIRD PARTY MATERIALS

Distributors are prohibited from using any trademarks, copyrights, or other intellectual property of any third party, including but not limited to trade names, logos, artwork, celebrity likeness (image) or anything that is similar to a third party's trademarked or copyrighted material.

For example, Distributors may not post an image of any celebrity and make claims or representations of the colour of LipSense that they may be wearing, or that they are

wearing LipSense at all, except where documented evidence exists that the celebrity is wearing and/or endorsing SeneGence products.

E. SHEERSENSE PROVIDED MATERIALS

Distributors may use a stock photo provided to the Distributors by SheerSense for use in marketing and development (e.g. available in the Back Office) in their advertising and marketing and may personalise such SheerSense provided materials, but any personalisation must otherwise comply with these Policies & Procedures.

F. DISTRIBUTOR CREATED MATERIALS

A Distributor may create advertisements and marketing materials using SheerSense Proprietary Information for his or her own personal use or for the personal use of those Distributors in their downline teams, in connection with promoting and selling SeneGence products in accordance with the limited licence to SheerSense Proprietary Information granted above in Section 4 B. In the course of creating such advertisements, Distributors may commission the services of third parties for tasks such as printing materials. Nothing in these Policies & Procedures however allows Distributors to purchase or use advertising materials marketed or sold to Distributors by third parties who are using SheerSense Proprietary Information in violation of trademark, copyright or other intellectual property laws. Distributors' purchase or use of materials created by third parties who are violating trademark and other intellectual property laws will be considered a violation of these Policies & Procedures and may give rise to disciplinary measures up to and including termination of a Distributorship. Any such advertisement or marketing materials created by a Distributor shall be subject to Section 4 K above.

G. GUIDELINES FOR ALL ADVERTISING AND MARKETING FORUMS

(i) Use Your Real Identity

Always use your real identity and properly disclose that you are a Distributor of SheerSense and include your Distributor ID number. If a statement may lead to confusion about whether or not you are a Distributor, please note on such advertisement, e.g., "I am an Independent Distributor of SheerSense", "Not affiliated with or an employee of SheerSense", "#independentdistributor", "#distributorad", etc.

(ii) Properly Disclose Advertisement Material

To avoid any claims of false or deceptive advertising, always disclose that your materials are an advertisement, e.g., "Independent Distributor Advertisement", "#ad", "#advertisement", "#sponsored", etc.

(iii) Do Not Make Any False Claims

Make accurate and truthful statements about products and services with respect to price, grade, quality, make, value, performance, quantity, currency of model and availability.

Do not make any statements with respect to earnings (actual or potential) and/or economic lifestyle (explicit or implied) as a Distributor.

Do not make any statements, promises, or testimonials which are likely to mislead consumers or prospective Distributors with respect to earnings (actual or potential) and/or economic lifestyle (explicit or implied) as a Distributor.

Do not make any therapeutic or curative claims for SeneGence products.
Do not make any claims for any SeneGence products that are not contained in the official SheerSense literature.

Do not make statements, claims, representations, warranties or disclosures about SeneGence products, including but not limited to claims that SeneGence products alter the structure or function of the body in any way, in promoting SheerSense, in sponsoring or training Distributors or in selling SeneGence products.

Do not make statements, claims, representations, warranties or disclosures about SeneGence products, including but not limited to claims that SeneGence products cure or mitigate diseases, in promoting SheerSense, in sponsoring or training Distributors or in selling SeneGence products, other than what is expressly contained in official SheerSense literature.

Do not make any claims that your Distributorship is “going out of business” or is a “goob” unless you are actually discontinuing running your Distributor business in the near future.

Do not use offensive or intimidatory remarks in any advertising or marketing media or forum.

(iv) Only Bind Yourself

Do not commit SheerSense to do or not do any specific conduct. Your position as a Distributor provides you with no authority to do so.

(v) Do Not Make Financial Disclosures and/or Earnings Representations

Do not comment or post any statements that disclose actual or implied financial performance or condition of SheerSense. Likewise, do not comment or post any statements that state your income from your SheerSense Distributorship or represent the actual or potential sales or earnings of Distributors. Also, do not make any statements that could be deemed a violation of state security laws such as disclosure of nonpublic information.

These are examples of the types of comments or posts that are prohibited:

“I earned more last month than I did last year”

“I am making 6 figures a month”

“My commission last month was £****”

“I am making so much money as a SheerSense Distributor that I quit my regular job”

Do not make any economic lifestyle claims regarding the benefits of a SheerSense Distributorship.

These are examples of the types of comments or posts that are prohibited:

“SheerSense is paying for my car”

“LipSense paid for my trip to Costa Rica”

Posting of photos of expensive / high value assets and implying that your SheerSense Distributorship paid for such items (cars, boats, houses, etc.)

Here is an example of things that you can say:
“I earned an all-expenses-paid trip to...”

H. MONITORING AND ENFORCEMENT BY SHEERSENSE

All advertisements and marketing materials may be audited by SheerSense at any time. SheerSense reserves the right to require changes to or deletion of any advertisement or marketing material if SheerSense deems, in its sole and unfettered discretion, that such action is essential to protect the interests of SheerSense and its Distributors. If the Distributor fails to comply regarding such change and/or deletion requested, SheerSense reserves the right to suspend and/or terminate the Distributor’s SheerSense Distributorship.

Distributors are permitted to use social media services that restrict access to the general public, such as Closed Facebook Groups or Protected Twitter Accounts, for purposes related to their Distributorships, but Distributors must give SheerSense access to view and/or join these posts or groups, at the request of SheerSense. Distributors are not permitted to use Secret Facebook Groups for any purpose relating to their Distributorships.

Personal profiles on social media must not be blocked from monitoring by SheerSense.

If the Distributor fails to comply with SheerSense’s request for access, SheerSense reserves the right to suspend and/or terminate the Distributor’s Distributorship.

These Policies & Procedures are not intended to restrict communications or actions protected or required by state law.

Section 6: Trade Shows, Expos, and Fairs

A. PARTICIPATION

Subject to the rights of SheerSense set forth in these Distributor Policies & Procedures, SheerSense products may be displayed and offered for sale, and the business opportunity may be offered at trade shows, expos, fairs or other publicly-held events.

In order to protect the SheerSense Proprietary Information and its public image, SheerSense reserves the right to restrict Distributor participation in such events, in all respects, including but not limited to pre-approval of the identity and number of Distributors allowed to participate in any such event.

B. CODE OF CONDUCT

Certain standards and guidelines must be adhered to when participating in these types of events, and failure to do so may result in disciplinary action, including the termination of a Distributorship. The following are the guidelines and code of conduct for a Distributor when participating in, displaying and/or selling SeneGence products at trade shows, expos, fairs or other publicly-held events:

1. Professional conduct and courteous behavior is expected of all Distributors when participating in public events. Please make sure that the code of conduct between fellow Distributors is clearly understood when selling and sponsoring efforts ensue at these events. It is important that all Distributors, whether working together in a common booth or in separate booths, promote ethical behaviour toward one another and take care not to sell to or sponsor a fellow Distributor's customer or contact.
2. Distributors who intend to participate with others in trade shows or other events are encouraged to make agreements IN WRITING, prior to the event. Important terms for such agreements may include: the duration and date of the event, what supplies each Distributor will bring, the number of people who will be working the booth, how each Distributor will recruit during the event (i.e. define how to determine during the show in whose downline new Distributors will be signed up), how sales will be recorded, and how and when proceeds will be divided. This agreement should state that it should not be changed without written consent of all Distributors involved in the event, and all Distributors involved should sign the agreement.

SheerSense can only intervene in conflicts arising out of events when a violation of the Policies & Procedures has taken place, not in contract disputes between Distributors.

3. When booking trade shows, expos, fairs, or other publicly-held events, the booking or listing must be under the Distributorship, not the SheerSense or product name. However, at the same time, the booking or listing must make clear that the booth or space being rented is for the sale of SeneGence product, so that double booking or overbooking of SheerSense booths at any given event does not occur. In order to make this clear, Distributors must use "SheerSense" as the first word of their listing when they register for any event. For example, a proper listing would say, "SheerSense Independent Distributor/ Jane Smith or "SheerSense Lip Colours, Independent Distributor." It is advised that

Distributors specifically ask the promoter if other SheerSense Distributors have signed up for a given event.

4. SeneGence products may not be shown or displayed in the same booth with any other product which competes in the marketplace with any product available through SheerSense or that is sold via multi-level marketing or direct selling methods. (See Section 11 paragraph G)

5. Distributors shall provide all purchasers of SeneGence products with a written retail sales receipt which identifies the Distributor, including the Distributor's ID number, and provides his or her contact information. Distributors shall also prominently display a sign at their booth that identifies them as an "Independent Distributor" of SheerSense and include their Distributor ID number.

Should you have any questions regarding selling or sponsoring procedures at these types of events, please contact the Compliance Department.

Section 7: Termination or Transfer of Business

A. TRANSFER OF A DISTRIBUTORSHIP – SUCCESSION

A Distributorship may not be transferred by any means, except by testamentary transfer through a valid and enforceable written testamentary instrument (i.e. a will or trust) upon the death of a current Distributor in good standing. A Distributorship may not pass intestate or without a valid written testamentary instrument.

All beneficiary transferees must be fully aware that they must conduct SheerSense Distributorship in accordance with the SheerSense Policies & Procedures as outlined in this document. SheerSense reserves the right to approve or disapprove at its sole discretion the proposed beneficiary transferee as an acceptable Distributor. Current Distributors are not eligible to accept (by any means, including testamentary) other SheerSense Distributorship(s). Transfer by testamentary instrument shall be handled on a case-by-case basis. Prior to approval of the testamentary transfer of a SheerSense Distributorship, SheerSense must receive:

1. A certified copy of the decedent's death certificate;
2. A copy of the will, trust or other valid and enforceable testamentary instrument;
3. If a probate or other court proceeding is involved, a copy of the appropriate letters and/or court order;
4. Payment of a new Distributor application fee (where applicable) from the beneficiary/transferee (said payment shall not constitute an intent by SheerSense to accept the pending transferee as a Distributor); and
5. A signed document from the beneficiary/transferee stating that they agree to be bound by these Policies & Procedures and that they have reviewed the Minimum Advertised Price Policy.

Approved Distributorship transfers must be confirmed in writing by SheerSense and shall be effective as of the first day of the month following the approval of the transfer. SheerSense reserves a minimum of sixty (60) days to approve or disapprove the transfer. Once the transfer of the SheerSense Distributorship has been approved in writing, the transfer shall be on conditional status for a period of one (1) year from the effective approval date. During this period, it is mandatory that the beneficiary/transferee strictly adhere to these Distributor Policies & Procedures.

B. VOLUNTARY TERMINATION

A Distributor may voluntarily terminate his or her Distributorship relationship with SheerSense. Voluntary termination is effective upon receipt of such notice by SheerSense.

Notification of the termination may be forwarded to affected parties.

A Distributor who voluntarily terminates his or her Distributor status shall (a) no longer represent him or herself as a Distributor for the SheerSense; (b) lose all rights to purchase products from the SheerSense at wholesale prices; (c) forfeit all rights to his/her participation and position in the Distributor Compensation Plan, including all future commissions and earnings therefrom; (d) be prevented from soliciting, recruiting or sponsoring prospective SheerSense Distributors; and (e) take all other actions reasonably

required by SheerSense relating to protection of SheerSense's confidential information and SheerSense Proprietary Information, including discontinuing the use of SheerSense's Proprietary Information, and ceasing all prohibited contact with SheerSense's customers and Distributors .

Upon notification of cancellation or termination, SheerSense will repurchase products purchased from SheerSense in accordance with Section 10 of these Policies & Procedures and its current processes.

C. INVOLUNTARY SUSPENSION/TERMINATION

Any violation of the SheerSense Terms of Agreement, Distributor Terms and Conditions or of the SheerSense Policies & Procedures could jeopardise certain aspects of the Company's business, or that of a Distributorship. In the event of violation(s), as determined by SheerSense, a Distributorship may be involuntarily suspended or terminated. Notice of involuntary suspension or termination shall be sent to the Distributor's most recent address as shown in the Company records.

SheerSense can not be required to disclose information or reasons for involuntary suspension or termination.

Involuntary termination includes failure to meet minimum order requirement of Section 2 M above.

Upon the submission of an application for another SheerSense Distributorship, SheerSense may withhold or refuse to grant such application for any reason or no reason, without explanation, in the sole and unfettered discretion of SheerSense.

D. EFFECT OF SUSPENSION/TERMINATION

Upon suspension by SheerSense, the suspended Distributor shall not have the right to represent him or herself as a Distributor for SheerSense, all rights to order products from the SheerSense at wholesale cost shall cease, and any commissions and/or bonuses due may be held in abeyance by SheerSense pending resolution of any claims by SheerSense, or outstanding monies due to SheerSense.

Upon termination by SheerSense, the Distributor shall additionally lose all rights and benefits associated with being a Distributor, including but not limited to (1) the right to receive any commissions, bonuses or future payments thereof as a result of commissionable sales and/or downline sales volume; (2) the right to solicit, recruit or sponsor Distributors of SeneGence products; and (3) the limited licence to use SheerSense Proprietary Information. A terminated Distributor must immediately cease all use of SheerSense Proprietary Information and any prohibited contact with SheerSense's customers and Distributors.

Termination is retroactive to the beginning of the commission period in which the termination is effective. Payment of commissions and/or bonuses to the terminated Distributor will be made only for business completed during the last full commission period prior to termination.

E. REINSTATEMENT FOLLOWING TERMINATION

Upon any application for reinstatement after termination, the application may be withheld or refused for any reason or no reason, without explanation. If a re-application is rejected and the application fee has been paid then this will be returned.

For all applications for reinstatement it is deemed that a new Distributorship arrangement with SheerSense shall be entered into and status and benefits of a terminated Distributorship shall not carry forward to the new arrangement. For clarification, this means that the new Distributorship shall have no claim to

- a) Qualified status for the receiving of commission/GSVB payments;
- b) Recognition and Seminar Ranks other than "Distributor";
- c) any or previous Downline of Distributors;
- d) Group Sales Volume totals.

For applications in this section E that are made on or after 6 months after the date of the termination:

the application fee will be the same as for new applicants pertaining at the time;
the sponsor may be as before or may be a different one;
and a "Fast Start" promotion or its replacement will be made available.

For applications in this section E that are made up to 6 months after the date of the termination:

the application fee may be set which is not available to new applicants;
the sponsor may be as before or may be a different one, unless the termination was voluntary;
and a "Fast Start" promotion or its replacement will not be available.

For reinstatement following termination for unacceptable behaviour, applications will normally not be accepted until after 12 months following the date of the termination.

Section 8: Payment of Commissions and Bonuses

A. RECEIPT AND ACCEPTANCE OF ONLINE APPLICATION

Commissions and/or bonuses cannot be earned or paid until an applicant has completed SheerSense's online application process and the application has been received and accepted by SheerSense.

B. COMMISSION PERIOD

Commissions and/or bonuses are calculated based on the Commissionable Volume and Points Volume (or other similar units of measure) achieved in a commission period. Commission periods for product sales shall be the calendar month, ending at 11:59 pm on the last calendar day of the month.

C. PAYMENT OF COMMISSIONS

Payment of commissions to Distributors shall be based upon the Distributor Compensation Plan, as it may be amended and/or revised from time to time by SheerSense, in its sole discretion, in order to maintain a current and viable business plan and operation. The Distributor Compensation Plan is incorporated herein in its entirety, as though fully set forth.

Distributor commissions and bonuses are calculated using Point Volume of sales of commissionable product only. Please see the current Distributor Compensation Plan for an exact and detailed explanation of this calculation.

Commissionable product includes only that product which is intended for resale to the consumer/end product user by the ordering Distributor.

The Distributor understands that any compensation the Distributor receives from SheerSense is related solely to the sale of products and that there is no compensation for sponsoring. The Distributor understands that the Distributor is not guaranteed an income, profits or success and certifies that no such representations have been made to the Distributor either by SheerSense or any Distributor.

Items such as some product kits and testers, supplies and other items not for resale are intended as marketing supplies, to be used for the demonstration of product or for the purpose of signing and sponsoring new Distributors. These items are not commissionable resale products and are not used to calculate commissions and bonuses.

On or about the fifteenth of the following month, SheerSense will pay by direct bank payment to the Distributor for the amount of the currently earned commissions which the Distributor has earned in the preceding month.

D. QUALIFIED STATUS

A Distributor qualifies for commissions by purchasing a minimum amount of commissionable product in the applicable commission period. Please see the Distributor Compensation Plan for exact and current information pertaining to qualification requirements.

In order to maintain qualified status, a Distributor must also be current on any fees due to SheerSense, and in conformity with all of his or her obligations under the current version of the Distributor Application and Agreement, the Terms of Application and Agreement and the Policies & Procedures Guide.

The Distributor also acknowledges that in order to maintain qualified status, he or she grants to SheerSense the right to share his or her name, email address, telephone number and purchasing information and history with other Distributors.

E. GENEALOGY

SheerSense will provide a Distributor with a genealogy report, which identifies the Distributor's product sales over a commission period together with the Distributor's downline and upline.

F. RECORD KEEPING

For practical, business, and personal purposes, SheerSense recommends and advises each Distributor to maintain his or her own complete and accurate records of business expenses and income. SheerSense will not maintain or provide any accounting information concerning Distributor's independent contractor business. SheerSense recommends seeking professional business and tax accounting advice.

Distributors are required to document the sale of product to end use consumers and the provision to said consumer of their rights to cancel their order and return the purchase product for a refund.

In addition, appropriate records must be maintained to comply with the 70% rule (see Section 9 B, below).

G. CHARGE-BACKS

If commissionable product is purchased by a Distributor, thereby qualifying his or her upline Distributors for commissions and/or bonuses which are then paid, but the product is thereafter returned, an adjustment will be made by SheerSense, charging back to the Distributor's upline (if appropriate) the Point Value of the returned product and the corresponding monetary value previously paid. SheerSense reserves the right to withhold such amounts as are necessary to make payment of said charge-backs from any commission due and from any refund, or other payment, otherwise due to the Distributor.

H. SPECIAL RECOGNITION

SheerSense may, in its sole and unfettered discretion, engage in a program of incentives and of special recognition of any individual or class of Distributors, based upon their sales volume, Commission Volume, Point Volume, or upon any other criteria that SheerSense determines.

In order to participate distributors must maintain an active distributorship, in good order and in good standing at the time of the award of the achievement.

SheerSense may continue or discontinue any such program of special recognition or incentive at any time and for any reason, in its sole discretion. A termination or resignation of one's Distributorship could be cause for exclusion.

Further, SheerSense may include or exclude any Distributor, or any specific order transaction, from such program, in its sole discretion and without reason or explanation.

SheerSense may publish the names of those achieving such recognition in its publications such as a periodic newsletter.

Section 9: Purchase/Sale of Product

A. PERSONAL USE

The SheerSense business model is built upon real sales by its Distributors to real consumers/end users of SeneGence products. SheerSense recognises that Distributors may wish to purchase products in reasonable amounts for their own personal use. For this reason, SheerSense will recognise, as a retail sale, purchase(s) in reasonable volumes by Distributors for personal or family use. These purchases may not be made for the purposes of qualification or advancement, and must be consistent with the 70% rule set forth below. It is the strict policy of SheerSense to prohibit the purchase of products in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the Distributor Compensation Plan.

B. 70% RULE

As stated above, the SheerSense business model is based on real sales by Distributors to real consumers/end users of SeneGence's products and not on the stockpiling of products. In placing any wholesale order, the Distributor is certifying that at least 70% of his or her previous order for resale product from SheerSense has been sold to a consumer and/or end user of SeneGence products.

Upon request by SheerSense, a Distributor must be able to furnish a statement listing his or her monthly customers and records evidencing compliance with the 70% rule. Distributors are also required to keep retail sales receipts on all retail sales for three (3) years, and to make them available for review by SheerSense upon request.

SheerSense may request and shall be entitled to such other and further documentation as it may request from time to time, substantiating that the Distributor is engaged in selling SeneGence products to real consumers/end users of such purchased products.

C. DIRECT PURCHASE AND SALE REQUIREMENT

All Distributor product purchases must be made directly from SheerSense. SheerSense will not accept wholesale orders from any source except a Distributor who is currently active and in good standing with SheerSense in the country in which the product is ordered. Product may only be resold by a Distributor in the country in which he or she is registered as a Distributor.

Distributors are prohibited from purchasing product for another Distributor or through a delegate of any type. Distributors are specifically prohibited from ordering product for, on behalf of, or in the name of another Distributor.

To clarify, an order placed by a Distributor with a delivery address of another Distributor will be presumed to violate this prohibition.

Distributors are prohibited from purchasing product from or selling to another Distributor or through a delegate of any type that ultimately provides the purchase of product by a Distributor from another Distributor. This includes ordering product in the name of another Distributor.

Commissions will not be due or calculated on any purchase made by or for another Distributor. Any order placed by a Distributor but paid for by another Distributor in the purchaser's upline, is conclusively presumed to violate the above rule and will be exempted from all consideration in qualifying for and calculating commissions, recognition, ranking and contest performance. Additional disciplinary action may result if said Distributor activity occurs.

For clarification:

Sponsors may NOT use their own credit or debit card to pay for an order on the account of a downline Distributor.

In addition, any order placed through any retail or direct-to-consumer sales channel offered by SheerSense must be a true consumer purchase. Any such order that is not, or that is placed in an effort to, or that has the effect of, manipulating the Distributor Compensation Plan, shall be similarly conclusively presumed to be a violation of these Policies & Procedures, with the same potential effect of discipline, up to and including termination of the Distributorship.

Distributors are additionally prohibited from purchasing product and reselling or consigning said product to another individual, Distributor or entity for secondary sale to consumers, as such sale transactions raise the potential and reality of negatively affecting the SheerSense brand and customer service, and the value of the business model. Disciplinary action may result if such Distributor activity occurs and may ultimately result in termination of the SheerSense Distributorship. The SheerSense business model is founded on the premise of real sales to real customers. This prohibition includes the initial purchase of product by one Distributor and the subsequent resale of the item(s) to another Distributor.

An exception to the rules in this section can be made but only by obtaining prior permission from SheerSense, which request must include the reason for the exception.

D. PAYMENT OPTIONS

Purchases from SheerSense may be made by credit card. No order will be shipped without proper payment, which must be received by SheerSense prior to shipment.

E. SHIPPING COSTS

Distributors are required to pay shipping and handling costs for all product orders. Should the receiving party of any order refuse delivery and the shipment be returned, the ordering Distributor shall be responsible for all costs.

F. INTERNET ORDERS

All Distributors must order all products and supplies directly from the SheerSense website, www.SheerSense.com

All product orders via the SheerSense website are secured transactions to assure the privacy of credit card or debit transactions.

Distributors must place all orders themselves, and orders must be for product purchased for

the Distributor's own personal use or for resale by the Distributor. Access to order screens on the SheerSense website will be allowed only with a password chosen by the Distributor, and Distributors shall not give their password to others. Distributors may change their password at any time by using the 'Forgot Password' link in the "Back Office" of the website. Distributors are responsible for all orders placed with their password.

Under no circumstances is SheerSense responsible for an order that is delayed in transit or for an order that is received by SheerSense which is incomplete or accompanied by an invalid or non-accepted form of payment.

G. MULTIPLE ORDERS

Submitting more than one order such that they could be packaged together would allow for the P&P of one of the orders to be refunded.

The Distributor is responsible for informing our Packaging Department if this is what is required. The request can be communicated to Packaging either by use of the note facility on the order page or by email to Packaging@SheerSense.com

Failure to inform Packaging will cause each order to be charged P&P.

H. OPEN AND/OR USED PRODUCTS

Distributors are prohibited from selling, or otherwise delivering, any open and/or used products to consumers, as this practice may result in unsanitary, unsafe and/or other conditions which could also be prohibited by law. SeneGence products should only be offered to consumers in the same original, unused, unopened condition in which they were purchased and received from SheerSense.

I. REPACKAGING, RELABELLING OR PRODUCT ALTERATION PROHIBITED

Distributors may not relabel or alter the packaging or content of SeneGence products in any way.

Distributors may add an additional label identifying themselves, their contact information and Distributor ID# to the product, as long as it does not interfere with the SeneGence package and labelling.

Distributors may not transfer SeneGence products to other vials, containers or components for sale or other distribution, with the exception of those products that can be found in the 'Business Tool' folder in SheerGraphics in our Facebook or in the Back Office. Items on the list can be decanted into small plastic pots with a screw top lid to share with your customers.

J. DAMAGED GOODS

A Distributor who receives damaged goods should:

1. Accept delivery.
2. Before the driver leaves, document on the delivery receipt the items or packages which seem to be damaged.
3. Take photographs of the damage.
4. Inform SheerSense using the Contact Form on the website and supply the photographs to SheerSense.
5. Save the damaged products or boxes for inspection.
6. After all of these steps are complete, SheerSense will determine on a case by case basis the appropriate action to take regarding the damaged goods.

K. PRICE CHANGES

All SheerSense product and sales materials prices are subject to change without prior notice. Consult the SheerSense website, www.SheerSense.com for the most up-to-date pricing.

L. RECEIPTS

Distributors will provide all retail purchasers of SeneGence products with a written/email sales receipt which identifies the Distributor and provides his or her contact information. Said sales receipt shall also include the Distributor ID number.

M. RETAIL OUTLETS

SheerSense does not allow Distributors to sell or display its products in retail outlets, except for non-chain store retail outlets owned by the Distributor and having a place of business in three or fewer locations.

For a Distributor to sell their products in a retail outlet, that retail outlet must be sponsored by the Distributor to become a downline Distributor of theirs.

When sponsoring a retail outlet, the owner of the outlet needs to be registered as a Distributor and not the the retail outlet.

Section 10: Returns

A. CUSTOMER RETURNS

All customers must return products back to the Distributor who sold the product to them and not to SheerSense.

Attempts to avoid or circumvent the arrangements and procedures in this section will cause

B. DAMAGED PRODUCT OR WRONG ITEM

Using the Contact Us form on the website you must inform us within 48 hours of receiving your order if you find a damaged product or wrong item describing the problem and, in the case of damaged or faulty goods, including photographic evidence.

A case-numbered RMA (Return Merchandise Authorisation) form will be issued from Head office by email, which must be completed and sent back with the product.

The RMA form must include the original Order Number of the item being returned and the Distributor's ID Number and the reason for returning the product.

Each item to be returned must have its own RMA Form. And no item will be accepted without an accompanying RMA form.

If damaged or the wrong item sent from SheerSense, you should send the product back to us, in appropriate packaging, within 30 calendar days (from the date of delivery) together with its completed RMA form.

Once SheerSense is in receipt of the product at Head Office it can be checked and, if appropriate, a replacement or refund will be issued.

If the item is replaced then it will be the same product and in the same colour. (No alternatives can be given other than the original product, unless there are none available and then a refund will be issued at the Distributor's purchase price and not retail value).

Postage to return the item(s) will be paid by SheerSense.

Refunds will be made within 14 calendar days of receipt of the item.

Important, please note that deliveries diverted at the request of the recipient to the courier, and/or receipt without signature, will invalidate return requests.

Missing items: Please be very careful when opening your orders for products rolling aside or being left in bubble wrap. Your orders are all carefully double-checked prior to leaving packaging.

C. ORDER / ITEM CANCELLATION

If you are unsatisfied with the product for any reason and wish to return it then:

You must inform SheerSense within 14 days of receiving your order by using the Contact Us Form on the website describing your reason for return.

A case-numbered RMA (Return Merchandise Authorisation) form will be issued by email which will need to be completed and sent back with the product.

The RMA form must include the original Order Number of the item being returned and the Distributor's ID Number and the reason for returning the product, the customer's name and telephone number or email address, together with the Sale Invoice Number and the date of the sale.

Each item to be returned must have its own RMA Form. And no item will be accepted without an accompanying RMA form.

It is returned to SheerSense unopened and undamaged, with the seal intact and in resaleable condition.

You have 14 days after receipt of the RMA to return the products.

All refunds will be at the Distributor's purchase price and not retail value. Refunds will be made within 14 days of receipt of the item by SheerSense.

Postage will be paid by the Distributor.

D. FAULTY RETURNS

You can return (faulty) product back to SheerSense if:

You inform SheerSense within 14 days of receiving your order by using the Contact Us Form on the website describing your reason for return and include photographic evidence of such quality that may assist in confirming the fault.

A case-numbered RMA (Return Merchandise Authorisation) form will be issued by email which will need to be completed and sent back with the product.

The RMA form must include the original Order Number of the item being returned and the Distributor's ID Number and the reason for returning the product, the customer's name and telephone number or email address, together with the Sale Invoice Number and the date of the sale.

Each item to be returned must have its own RMA Form. And no item will be accepted without an accompanying RMA form.

It is returned to SheerSense for inspection with the completed RMA Form.

Once after further investigation and fault found a refund or replacement will be arranged.

All refunds will be at the Distributor's purchase price and not retail value.

Refunds will be made within 14 days of receipt of the item by SheerSense.

If deemed to be no fault the product will be returned to you in your next order with an explanation.

Postage to return the item(s) will be paid by SheerSense in certain circumstances.

E. RETURNS DUE TO AN ADVERSE REACTION OR ALLERGY

If you experience an adverse reaction or allergy issue with any of our products you are advised to contact your physician immediately.

To return a product based on an adverse reaction or allergy you must:

Contact SheerSense to explain the issue, with photographic evidence of such quality that may assist in confirming the issue, using the Contact Us Form on the website and to be sent a case-numbered RMA form.

Return the product to SheerSense for inspection with completed RMA Form.

Each item to be returned must have its own RMA form.

Further details may be requested by SheerSense either by email or by telephone. For example, if more than a third of the product has been used then a fuller explanation may be required.

All personal details will be kept confidential in accordance with data protection legislation.

It should be noted that such reaction does not make the product faulty and the company is not obliged to issue a refund in such circumstances. However, each claim will be dealt with sympathetically and on its merit.

Postage to return the item(s) will be paid by SheerSense in certain circumstances.

All refunds will be at the Distributor's purchase price and not retail value. Refunds will be made within 14 days of receipt of the item by SheerSense.

F. RETURNS PROCEDURE

Items must be properly protected for posting back to us. The packaging that the item first arrived in could be used for a return, especially the bubble wrap.

Returns arriving at SheerSense having been damaged in the post through poor protection cannot be accepted for a replacement or a refund.

It must be posted using 'Signed For' delivery.

As well as the item to be returned, the package must include the properly completed case-numbered RMA form which must include the original Order Number of the item being

returned and the Distributor's ID Number and the reason for returning the product, the customer's name and telephone number or email address, together with the Sale Invoice Number and the date of the sale.

SheerSense will not issue a refund on any product previously certified as sold under the 70% rule.

This does not affect your statutory rights.

G. TERMINATION RETURNS

Detailed information on termination returns can be found in the SheerSense Distributor Terms and Conditions.

Any return of product, upon termination of a Distributorship, must be preceded by notice to SheerSense, and with a completed RMA Form.

SheerSense will not issue a refund on any product previously certified as sold under the 70% rule.

Product not in resalable condition, or otherwise not in conformance with this section, will be returned to the Distributor at the Distributor's cost.

In addition, should a Distributorship be terminated, and said Distributor return product to SheerSense, the Point Value of the returned product and the corresponding monetary value of any commissions or bonuses previously paid to an upline Distributor on that product within the previous 120 days shall be charged back to the Distributor receiving said payment (if appropriate). Refund payments will be made within 30 days from the date SheerSense acknowledges receipt of the returned product. In the event that SheerSense repurchases inventory from a Distributor, that person may not again become a SheerSense Distributor (unless the person has prior written authorisation by the Company to again become a Distributor).

Section 11: Enforcement/General Provisions

A. COMMUNICATION REGARDING VIOLATIONS

It is recognised that on occasion a Distributor may unknowingly violate the rules set forth in the SheerSense Terms of Agreement and in this SheerSense Policies & Procedures Guide. Should that occur, and another Distributor become aware of such violation, it is the responsibility of the Distributor having such knowledge to do the following.

Where the violating Distributor is part of your team

1. Inform the violating Distributor of the rule or provision violated and discuss it with him or her in a friendly and helpful manner, pointing out the reason for the rule and recommending the appropriate conduct and/or remedy. If the violating Distributor agrees to comply in the future and/or to remedy the situation, the complaining Distributor need not notify SheerSense of the alleged violation.

2. Should a violating Distributor, by word or deed, indicate an unwillingness or inability to comply with the rules and provisions of the SheerSense Terms of Agreement and the SheerSense Policies & Procedures Guide, or to remedy any violation, the complaining Distributor should communicate to SheerSense such violation, in writing signed by such Distributor and directed to the SheerSense Compliance Officer or Head Office. Said written communication should include the names, addresses, and telephone numbers or other identification of the Distributor(s) involved, and provide dates, time, places, documentation (if available), and any other pertinent information concerning the alleged violation. The complaining Distributor shall take the utmost care to ensure that the information relayed to SheerSense is accurate and truthful. Anonymous complaints are unacceptable and will not be acted upon by SheerSense.

If the violating Distributor is not part of your team please contact SheerSense Compliance Officer or Head Office

B. CONFIDENTIALITY

SheerSense may supply reports to the Distributor concerning their downline Distributor's sales organisation, as well as other proprietary information. In addition, Distributor may obtain other proprietary SheerSense information during the course of his or her Distributorship, including but not limited to names of, contact information for and purchasing information and history of other Distributors and end customers, credit data, product purchase information and other profile data for end customers, information concerning product formulas, sales and distribution systems, manufacturing, source codes, product development, operating and financial information, and/or other business and marketing information and materials. The Distributor agrees that all such SheerSense information is proprietary, confidential and constitutes trade secrets of SheerSense. The Distributor acknowledges unauthorised release of such information can cause severe economic and other harm to SheerSense and that any such information is transmitted to the Distributor on a need to know basis and only with the understanding that it shall be held in strict confidence and used by the Distributor only for the purpose of operating and advancing their Distributorship with SheerSense.

The Distributor agrees that he or she will use his or her best efforts to keep such information confidential and shall neither disclose such information to any third party directly or indirectly, nor use the information to compete with SheerSense directly or indirectly. The Distributor and SheerSense agree that but for this agreement of confidentiality and non-disclosure, SheerSense would not provide the above confidential trade information to the Distributor. **THIS CONFIDENTIALITY AGREEMENT SPECIFICALLY SURVIVES THE DISTRIBUTOR RELATIONSHIP FOR A PERIOD OF TWO (2) YEARS FROM THE DATE A SHEERSENSE DISTRIBUTORSHIP IS TERMINATED FOR ANY REASON.**

Nothing in this section shall prevent the disclosure of information if compelled or allowed pursuant state or local law or by an order of a court.

Each Distributor agrees, acknowledges and recognises that the above restriction and prohibition pertaining to confidential and trade secret information is necessary for SheerSense to preserve and protect its valuable interests and contractual relationships, and further agrees that an injunction and/or any other available remedy may be necessary and appropriate for SheerSense to protect such interests; and SheerSense shall be entitled to such injunctive relief without the need to prove actual damages resulting from the Distributor's violation hereof.

C. NO INTERFERENCE WITH CONTRACTUAL RELATIONSHIPS

Distributors agree, acknowledge and recognise that SheerSense has valuable contractual relationships with each of its Distributors and thus any action taken by him or her that results in interference with SheerSense's existing contractual relationship with, or prospective advantage from, any other Distributor, is an act of competition with SheerSense and is prohibited by these Policies & Procedures.

D. NO COMMUNICATION WITH MANUFACTURERS AND SUPPLIERS

SheerSense Distributors are prohibited from communicating directly or indirectly with product manufacturer or supplier or their employees without prior permission from SheerSense. SeneGence is the main supplier for SheerSense.

E. UPDATED LITERATURE, POLICIES, AND INFORMATION

Each Distributor is responsible for learning updated information pertaining to SheerSense and its products and is responsible for the dissemination of accurate information to his or her downline organisation and to customers. New SheerSense forms and literature may periodically become available and will replace old forms and literature. Once these new forms and literature become available, the replaced items will cease to be effective and valid. NOTE: No credit will be given for outdated materials.

F. SEVERABILITY

To the full extent available under any applicable law, if any provision of these Distributor Policies & Procedures is held to be unenforceable for any reason, such provision shall be fully severable and the remaining terms shall remain in full force and effect and shall be construed as if such unenforceable provisions never comprised a part of these Policies & Procedures. Furthermore, in lieu of such unenforceable provision, there shall be added

automatically in its place, a provision as similar in its terms to such unenforceable provision as may be possible, and provision shall be legal, valid and enforceable.

G. NON-COMPETE

Distributors agree not to compete with the protected business interests of SheerSense by selling or promoting other competing products or opportunities while attending to business or performing duties as a Distributor. Each Distributor acknowledges and recognises that this restriction is necessary for SheerSense to preserve and protect its valuable interests and agrees that an injunction or any other available remedy may be necessary and appropriate for the protection of such interests.

For example, (1) while engaged in the sales of SeneGence products, or offering the SheerSense opportunities, Distributors cannot offer any other cosmetic products for sale, or offer any other direct selling opportunities, whether in person or online; (2) while attending SheerSense events, Distributors may not sell or offer any products or services for sale to other Distributors in attendance, unless specifically approved in advance by SheerSense in writing.

H. NON-SOLICITATION/ NON-INDUCEMENT

Distributors of SheerSense agree that during the term, or any renewal term, of their Distributor relationships with SheerSense, and for a period of two years thereafter, they shall not approach, solicit, induce, or entice any Distributor, supplier, or employee of SheerSense to enter into any business relationship with any entity which is engaged in direct or network marketing or which sells any product which competes with the products sold by SheerSense.

Distributors also agree that they will not, at any time, either during the term of their Distributorships or thereafter, attempt to induce any other Distributor of SheerSense to terminate or alter his or her business relationship with SheerSense.

Each Distributor agrees, acknowledges, and recognises that this non-solicitation restriction is necessary for SheerSense to preserve and protect its valuable interest and agrees that an injunction and/or any other available remedy may be necessary and appropriate for SheerSense to protect such interests.

It is agreed that the provisions of this section shall survive the termination or expiration of the agreement.

I. NON-WAIVER PROVISION

No failure of SheerSense to exercise any power under these Distributor Policies & Procedures or to insist upon strict compliance by a Distributor with any obligation or provision herein, and no custom or practice of the parties at variance with these Distributor Policies & Procedures shall constitute a waiver of the SheerSense's rights to demand exact compliance with these Distributor Policies & Procedures. Waiver by SheerSense can be effected only in writing by an authorised officer of SheerSense.

SheerSense's waiver of any particular default by a Distributor shall not affect or impair

SheerSense's rights with respect to any subsequent default, nor shall it affect in any way the obligations of any other Distributor. Nor shall any delay or omission by SheerSense to exercise any right arising from default affect or impair the rights of SheerSense as to that or any subsequent default.

J. NO CIRCUMVENTION

SheerSense, in its sole discretion, reserves the right to take action or to refuse to take action, as such may be necessary to ensure compliance with its Distributor Policies & Procedures or applicable law. Specifically, SheerSense may refuse to honour certain Distributor requests or take other preventative action in situations whereby SheerSense deems a Distributor is acting to circumvent compliance with these Distributor Policies & Procedures, the Distributor Compensation Plan, or applicable law. The preceding is not the exclusive remedy but is cumulative with all other remedies which may be available to SheerSense at law or equity.

K. LIMITATION OF DAMAGES

To the extent permitted by law, SheerSense and its subsidiaries, affiliates, shareholders, directors, officers, attorneys, employees, agents, consultants and other representatives shall not be liable for, and a Distributor hereby releases the foregoing from, and waives all claims for any loss of profits or incidental, indirect, special, exemplary or consequential damages which may arise out of any claim whatsoever, whether sounding in contract, tort, or strict liability.

Furthermore, it is agreed that any damage resulting to the Distributor shall not exceed and is hereby limited to the amount of unsold SeneGence product purchased from the SheerSense and owned by the Distributor at the time of any award of such damages.

L. INDEMNITY AGREEMENT

Each and every Distributor agrees to indemnify and hold harmless SheerSense and its subsidiaries, affiliates and their shareholders, directors, officers, attorneys, employees, agents, consultants and other representatives from and against any claim, demand, liability, loss, cost or expense it may incur, including but not limited to lawyers' fees and court costs, arising or alleged to have arisen, in connection with or related to, allegedly or otherwise, that Distributor's: (a) Distributorship; (b) a breach of these Policies & Procedures; or (c) a violation of or a failure to comply with any applicable state or local law or regulation. SheerSense shall have the right to offset any amounts it may owe the Distributor (including but not limited to commission payments or refunds for returned product) in connection with this indemnification obligation.

M. ARBITRATION

All disputes, controversies, and claims between any Distributor and SheerSense shall be totally and finally settled by binding arbitration, conducted pursuant to the SheerSense Terms of Agreement and SheerSense Terms and Conditions.

It is agreed that if a Distributor files a claim or counterclaim against SheerSense such shall be on an individual basis and not in conjunction with another Distributor or as part of a class

action. This agreement to submit to arbitration shall survive the termination or expiration of the SheerSense Distributor Terms of Agreement and SheerSense Terms and Conditions.

The arbitrator shall be a licensed solicitor with business transaction expertise, preferably experienced in the direct selling industry. The decision of the arbitrator shall be final and binding upon the parties and may be reduced to a judgment in any court of competent jurisdiction.

Nothing in this section shall be construed to prevent SheerSense from obtaining available emergency relief, including but not limited to a temporary or permanent injunction or writ of attachment to safeguard the protected interests of SheerSense prior to, during, or following any arbitration or other proceeding. Each party shall be responsible for its own costs and expenses related to the arbitration or other proceeding, including all attorney and filing fees.

N. ENTIRE AGREEMENT

The SheerSense Terms of Agreement, the SheerSense Policies & Procedures Guide, and the SheerSense Distributor Compensation Plan, as may be amended and/or revised, are incorporated into the SheerSense Distributor Terms and Conditions. These documents constitute the entire agreement of the parties regarding their business relationship

O. OTHER AGREEMENTS

The Distributor acknowledges and agrees that entering into this Distributorship does not violate or breach any other agreements the Distributor may have with any other person or entity.

P. NO THIRD PARTIES

These Distributor Policies & Procedures and the Distributor Compensation Plan, as agreed to by each individual Distributor, are for the sole benefit of that specific Distributor and SheerSense, and nothing therein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of the terms therein.

Q. COUNTERPARTS AND FACSIMILE / SCANNED COPIES

These Distributor Policies & Procedures and the Distributor Compensation Plan may be agreed to and executed by to and by the Distributor electronically, which execution/agreement shall have the full force an effect as if they had been directly signed in original hard copy.

R. EMAIL NOTICE

Any communication by the Distributor concerning these Distributor Policies & Procedures shall be in writing and delivered by email to SheerSense at Info@SheerSense.com. Any communication, notice or demand of any kind whatsoever by SheerSense to any Distributor concerning these Distributor Policies & Procedures shall be in writing and delivered by email to the Distributor at the email address in the Distributor's records and profile maintained in the SheerSense's Back Office. It shall be the responsibility of each Distributor

to ensure that the email address is up to date and that spam and filtering software does not prevent SheerSense's emails from being received. Should the Distributor fail to so maintain their email address and availability, SheerSense may communicate with him or her in any commercially reasonable manner. Either party may change its address by written notice given to the other party.

The Distributor, by virtue of his or her distributorship, irrevocably grants to SheerSense and to his or her upline and downlines, the right to communicate to him or her via email, telephone or any other common method of commercial communication, without regard to 'anti-spam', 'do not call' or other similar regulations.

S. RIGHT TO AMEND

In order to maintain a current and viable business, SheerSense reserves, and shall have the right to amend, delete, replace, revise or otherwise modify these Distributor Policies & Procedures and the Distributor Compensation Plan. In addition, SheerSense reserves, and shall have, the right to change at any time its wholesale or suggested retail prices, product availability and product formulation and other business processes as it deems appropriate.

All amendments and future revisions to these Policies & Procedures or to the Distributor Compensation Plan shall become binding on all Distributors after publication and shall operate prospectively (i.e. shall apply to conduct arising after such amendments and revisions become binding). Any change which is to the detriment of Distributors will take effect no earlier than fourteen days after the date of such publication.

Publication may be accomplished through any of the following methods: (1) posting on the SheerSense website, (2) printing in the SheerSense Newsletter, (3) delivery by email or (4) delivery by regular mail. In the event of any conflict between these Policies & Procedures and any amendment, the amendment shall control.

T. SURVIVAL

Those covenants and obligations as set out in Section 1 subsections 2, 4, 7, 10, 11, 12, 16, 18, and 19 and Sections 11 subsections B, G, H, I, J, K, L, M, O and P shall survive termination of any Distributor's Distributorship.

Section 12: Privacy Policy and GDPR

Privacy Policy and Distributors - with particular reference to GDPR

Your attention is drawn to the SheerSense Privacy Policy, with particular reference to the General Data Protection Regulations (GDPR).

SheerSense Distributors are required to use the personal information of their customers and their downline and upline Distributors in a way which is compatible with the SheerSense Privacy Policy.

In a Distributor's dealings with their customers and other Distributors, if they follow the elements of the SheerSense Limited Privacy Policy then they will meet the necessary requirements of GDPR.

If a Distributor's use of your personal information in any respect differs from this Privacy Policy then they are required to provide their own Privacy Policy.

SheerSense Limited is not responsible for the use of personal data by its Distributors.

It is not provided as a Privacy Policy for Distributors and their relations with their customers and their downline and upline Distributors. However, it does seek to help our Distributors in this regard.

When a Distributor receives a request from a Customer or other Distributor to remove or change their data that is held by the Distributor, the Distributor must comply under the GDPR rules.

The Distributor must inform SheerSense at Info@SheerSense.com of the request.