



General Policies & Procedures Updated November 15, 2019

1. L'BRI reserves the right to amend or modify these Policies and Procedures, Social Media Policies, and the L'BRI Branding Guidelines whenever it deems necessary.
2. For complete tax information for direct sellers, check with the Internal Revenue Service or call your Tax Preparer or Accountant.
3. Consultants should have a bank checking/savings account, credit card (MasterCard, Visa or Discover) or debit card to pay for L'BRI orders or receive earned commissions.
4. Prospective Consultants must be 18 years old to become a L'BRI Consultant.
5. It is against L'BRI policy for L'BRI Consultants to solicit other L'BRI Consultants to join another direct sales company. Managers/Executive Managers are required to sign a non-compete at the time of their promotion and are prohibited from recruiting or building a team with another direct selling company. Call the L'BRI home office for more information.
6. Cancellation of Status as an Independent Consultant. If you wish to cancel your status as an Independent Consultant, send a letter or email of resignation to L'BRI. All the Customers and Consultants in your down line will then roll-up to your sponsor or active upline, and remain theirs.
7. Rejoining L'BRI Following Cancellation or Reclassification: If you decide that you want to return to L'BRI as an Independent Consultant, you have the following options.
Reinstatement: You may be reinstated as a L'BRI Consultant anytime within 6 months of your original resignation date provided that you pay any outstanding Monthly Web Services Fees. Consultants who are reinstated, will not be considered new Consultants for purposes of incentives or programs and must be reinstated under their original sponsor or immediate upline leader. **Reenrollment:** Consultants rejoining L'BRI, after being absent for 6 months or longer, will be considered a new Consultant and will be required to purchase a new Starter Kit, and agree to all terms of the online enrollment process.
8. Returned Checks – All checks that are returned to L'BRI are subject to the following: Non-Sufficient Funds - A \$25 NSF Fee will be added (for each occurrence). If this occurs more than two times, the Consultant and/or Customer will lose their automatic check privileges, and any future orders will need to be paid for by Money Order or credit card. If a NSF check is returned for a Customer check, the Customer will be contacted directly by L'BRI Corporate. Any checks returned to L'BRI for any reason other than a NSF, first the Consultant will be contacted by L'BRI Corporate to obtain needed information. If the needed information cannot be obtained from the Consultant, L'BRI Corporate will contact the Customer directly.
9. Switching Sponsors – Consultants are not allowed to switch sponsors.

10. A Consultant must be in good standing with L'BRI in order to receive bonuses, commissions and promotional items or qualify for company sponsored incentives and trips.
11. Each Consultant agrees to represent L'BRI and its products with professionalism, integrity and accuracy.
12. There are no territories in L'BRI. Each Independent Consultant may sell and sponsor in any state they choose. The Consultant can take their business with them should they move to another state. When a customer, or prospective customer, calls L'BRI wanting to make a purchase, L'BRI makes every effort available to give the credit to the proper Consultant.
13. L'BRI is a Direct Sales Company. It does not allow products to be sold or displayed in a retail environment such as beauty salons or health/wellness stores or third-party online retail services such as eBay or craigslist. Owners of such establishments may become L'BRI Consultants; however, they would have to conduct their L'BRI business in the home environment or on their L'BRI-hosted website. A Consultant can be terminated if they do not comply with this policy.
14. Consultants may use the L'BRI name for promotional purposes with permission from L'BRI and by adhering to all guidelines as stated in the Social Media Policies and L'BRI Branding Guidelines.
15. All literature, promotional items, recorded messages or advertising created by the Consultant must state they are an Independent L'BRI Consultant. Consultants cannot give the impression that they are the L'BRI Corporation. For more information on social media or advertising, see the Social Media Policies in your Business Center.
16. Claims cannot be made stating L'BRI products can cure, or have medicinal healing properties.
17. Consultants give L'BRI the right to use any photographs or likenesses of them in print, promotional materials or the website without any compensation to them.
18. L'BRI Consultants may not place orders using another Consultant's User Name and Password or combine orders with other L'BRI Consultants to save on shipping. They may not have orders shipped as customers to their spouse or neighbors.
19. As a L'BRI Consultant and Independent Contractor:
 - a. Consultants are responsible for their own activities, their own commitments and contracts, and all liabilities, obligations and expenses which they may incur.
 - b. Consultants are entirely responsible for complying with all laws applicable to their L'BRI business in their own state.
 - c. Consultants must maintain their own income and expense records to satisfy applicable Federal, State and local income and sales tax requirements. At the end of the year, L'BRI will mail a Miscellaneous Form 1099 to report earnings of \$600 or more. This total will be from weekly commission checks and monthly bonus checks.
 - d. Consultants are entirely responsible for paying all Federal, State and local taxes applicable to commissions, bonuses, prizes, etc. that they receive from L'BRI.

- e. Consultants are responsible for insurance coverage with regard to their L'BRI business in their home or automobile.
 - f. Consultants are not employees of L'BRI and cannot represent themselves as such in any way.
20. **Management Positions:** In order for a L'BRI Consultant to promote to a Manager or Executive Manager, in addition to the number of personally qualified Consultants and group volume requirements, the Consultants must first be approved by the company. In order to be approved by the company to be promoted to Manager or Executive Manager the Consultant must be in good standing with the company. They must be able to support, train, and hold meetings and trainings on a regular basis. They must attend company sponsored meetings, conference calls, webinars, trainings and conventions on a regular basis.
21. **Succession Due to Death or Incapacitation:** In the event of a Consultant's death or incapacitation, their L'BRI business may be passed to their heirs. For this to occur, the necessary legal documentation must be submitted to L'BRI. If a Consultant wishes to bequeath their L'BRI business, please work with an attorney to prepare a will (or another testamentary instrument). If a L'BRI business is transferred in this manner, beneficiaries acquire the right to collect all bonuses and commissions from the existing down line organization, provided certain qualifications are met. The successor(s) must:
- a. Execute a new Consultant Agreement;
 - b. Comply with terms and provisions of the Agreement; and
 - c. Meet all of the qualifications for the deceased Consultant's rank.
22. **Transfer Upon Death of a Consultant:** To perform a testamentary transfer of a L'BRI business, the successor must provide the following to L'BRI:
- a. An original death certificate;
 - b. A notarized copy of the will or other instrument establishing the successor's right to the L'BRI business; and
 - c. A completed and executed Consultant Agreement.
23. **Returning Starter Kit and Business Supplies:** L'BRI offers Consultants a discount on the purchases of products, business supplies and marketing materials. In the event that a Consultant decides to cancel their Consultant Agreement, they may return their Starter Kit (Business Kit) and any product or business supplies that were personally purchased from L'BRI within one year of their enrollment date. A refund of 90% of the original purchase price will be provided so long as the returned items are "resalable". Items returned from the Starter Kit will be refunded at 90% of the prorated purchase price which reflects the discount received when purchasing the original Starter Kit.
- a. To be considered "resalable", the products must be unopened and unused, and in "resalable condition" which means a condition that appropriate for L'BRI to resell the items at full retail price.
 - b. Shipping and handling fees, or fees required to return products to L'BRI are not eligible for a refund. If the Consultant received commissions on any of the items returned to us, L'BRI will deduct the amount of the commission from the refund.

- c. Residents of Louisiana, Massachusetts or Wyoming may return the Starter Kit (Business Kit) and business supplies to L'BRI at any time for a refund of up to 90% of the purchase price so long as they are resalable.
- d. Residents of Montana may cancel their Consultant Agreement within 15 days from the date of enrollment and return the Enrollment Kit and business supplies to L'BRI for a full refund.