

LA SLIM LIFE, LLC

OFFICIAL POLICIES, PROCEDURES AND COMPENSATION PLAN

U.S.

SECTION 1 - INTRODUCTION

1.1 POLICIES, PROCEDURES & COMPENSATION PLAN INCORPORATED INTO THE INDEPENDENT LA LIFE COACH AGREEMENT.

LA Slim Life, LLC its affiliates and assigns is a direct selling company that markets its products through its authorized LA LIFE Coaches. It is important to understand that your success and the success of your fellow LA LIFE Coaches depend on the integrity of the men and women who market our products and services. These Policies, in their present form and as amended at the sole discretion of LA Slim Life, LLC (hereinafter, "LA WEIGHT LOSS" or the "Company"), are incorporated into the Independent LA LIFE Coach Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Independent LA LIFE Coach Agreement, the Policies, the Procedures, the LA WEIGHT LOSS Compensation Plan. An Independent LA LIFE Coach shall be referred to herein as an "LA LIFE Coach" or "Coach." It is the responsibility of each Coach to read, understand, adhere to, and ensure that he/she is aware of and operating under the most current version of these Policies.

1.2 Code of Ethics

We pride ourselves on the quality and character of our LA LIFE Coaches. The following Code of Ethics helps ensure a uniform standard of excellence throughout our organization. You agree to practice the following ethical behavior when operating your LA Life Coach Business. Each part of the Code of Ethics is material to the Agreement.

- a) I will be honest and fair in my dealings.
- b) I will perform my business in a manner that will enhance my reputation and the positive reputation of LA WEIGHT LOSS, its staff and administrative personnel, and other LA LIFE Coaches.

- c) I will be courteous and respectful of every person I contact in the course of my LA LIFE Coaching activities.
- d) I will fulfill my leadership responsibilities as a sponsor including training, supporting and communicating with the LA Life Coaches in my organization in a courteous and timely fashion.
- e) I will not misrepresent LA WEIGHT LOSS, its products or the Compensation Plan.
- f) I will not engage in deceptive or illegal practices.
- g) I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as a LA LIFE Coach and will discharge all debts and duties as required.
- h) I will actively work to establish and maintain a Customer base and engage in retail sales.
- i) I will not engage in activities that may bring disrepute to LA WEIGHT LOSS, any LA WEIGHT LOSS corporate officer or employee, me or other LA LIFE COACHES.
- j) I understand that all promotional material must be approved through LA WEIGHT LOSS' Compliance Department prior to publishing and must include the designation "Independent LA LIFE Coach" after my name, contact information or promoter link.

SECTION 2 - BECOMING AN INDEPENDENT LA LIFE COACH

2.1. Independent Contractor Status.

The LA LIFE COACH will not be treated as an employee for federal and/or state tax purposes. All LA LIFE COACHES are independent contractors engaged in their own separate business pursuits. LA LIFE COACHES are not to be considered purchasers of a franchise, nor does the Agreement between LA WEIGHT LOSS and its LA LIFE COACHES create an employer/employee relationship, agency, partnership or joint venture. LA LIFE COACHES are strictly prohibited from stating or implying, whether orally or in writing, that their relationship is any other than as outlined above. Each LA LIFE COACH shall hold LA WEIGHT LOSS harmless from any claims, damages or liabilities arising out of or relating to the LA LIFE COACH'S business practices. LA LIFE COACHES have no authority to bind LA WEIGHT LOSS to any obligation. Each LA LIFE COACH is encouraged to set up his/her/its own hours and to determine his/her/its own methods of sales, as long as he/she/it complies with the terms of the Agreement. Coaches are not entitled to workers compensation or unemployment security benefits of any kind from LA WEIGHT LOSS. Likewise, the Company does not provide insurance or any other benefits to Coaches.

2.2 COACH ELIGIBILITY.

The individual must: (a) be at least 18 years of age; (b) have a valid Social Security Number or Federal Tax ID Number; and (c) have legal residence in the United States, a U.S. territory or U.S. military base.

2.3 COMPANY DISCRETION.

The Company reserves the right to accept or reject any Coach enrollment at its sole and absolute discretion.

2.4 ONE INDIVIDUAL PER LA LIFE COACH BUSINESS.

Only one individual may apply for an LA LIFE coach business and submit an Independent LA LIFE Coach Agreement to the Company. If the individual wants to operate the LA LIFE coach business with their spouse, please see the Policy on Married Couples (Policy 2.6). If more than one individual wants to participate in an LA LIFE Coach business together, then those individuals must create a Business Entity, please see the Policy on Business Entities (Policy 3.23).

2.5 LIMITATIONS ON LA LIFE COACH & HOUSEHOLD BUSINESSES.

Coaches may own, operate, control, or have an interest in, only one LA LIFE coach business, and there may be only one LA LIFE coach business in a household. A “household” is defined as spouses, common law couples, domestic partners, and dependent children of one or both spouses or domestic partners, living in the same home of the spouses or domestic partners. Exceptions to the one business per household and per Coach Policy are:

- a. Marriage. If two Coaches marry and/or form a domestic partnership, each will be permitted to retain their original businesses;
- b. Licensed Healthcare Industry and Health Professional LA LIFE Coaches. Professional businesses in the healthcare industry that require a license issued by a governing state agency (e.g., surgical centers, medical group practices, and chiropractic offices) may own an independent LA LIFE Coach business. Health Professionals who have an ownership interest in a healthcare business may own an independent LA LIFE Coach business in addition to the LA LIFE Coach business owned by the professional healthcare business in which they hold an ownership interest, however, both businesses must share the same sponsor;
- c. Authorized Purchase of an LA LIFE Coach Business. If an existing LA LIFE Coach is authorized by the Company to acquire another LA LIFE Coach’s business, in compliance with the Business Transfer Policy, the acquiring Coach may own his/her original business and the business which he/she acquired; and

d. Inheritance. If an existing Coach is the beneficiary of an LA LIFE business pursuant to a will or probate, and the transfer is effected on or after the death of the testator, the existing Coach may operate multiple LA LIFE businesses. An intervivos transfer (i.e., a transfer made while the transferor Coach is still living) of an LA LIFE business to an existing Coach is not permissible unless the testator is adjudicated to be mentally or physically incapacitated such that he/she is incapable of operating or managing his/her LA LIFE business.

2.6 MARRIED COUPLES.

Married couples that wish to become LA LIFE Coaches are required to operate as a single LA LIFE business under a single Social Security Number or Federal Tax ID Number. If the spouse of an existing Coach wishes to become an LA LIFE Coach, he/she must agree to the terms and conditions of the Independent LA LIFE Coach Agreement and then can be added to the spouse's existing LA LIFE Coach business. Only a spouse can be added to an existing LA LIFE Coach business. Spouses include those individuals bound by a marriage, civil union, domestic partnership or common-law marriage. Should one or more individual wish to operate a single LA LIFE Coach business, then those individuals must create a Business Entity. Spouses will be treated as one business for recognition purposes with the exception that each spouse must take the certification training and pass the exam to be recognized as an "Independent Certified LA LIFE Coach." If only one spouse takes the training and passes the exam, only that spouse will be recognized as an "Independent Certified LA LIFE Coach."

2.7 Succession.

Notwithstanding any other provisions of this section, upon the death of a LA LIFE COACH, the LA LIFE COACH entity shall pass to his/her/its successor in interest as provided by law. However, LA WEIGHT LOSS will not recognize such transfers until the successor in interest has submitted a completed Sales/Transfer form to LA WEIGHT LOSS Compliance Department together with certified copies of the death certificate and will, trust or other instrument and executed Sale and Transfer form. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other LA LIFE COACH. In addition, the successor-in-interest must be at least 18 years old and be willing and able to comply with all the terms of conditions of the Agreement.

2.8 TERMINATION OF THE LA LIFE COACH AGREEMENT.

- a) An LA LIFE Coach may be terminated without prior warning for violating any of the terms of the Agreement. Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the LA LIFE Coach and delivered either through a back office ticket or email from LA WEIGHT LOSS. Termination shall be effective as set forth therein, and shall be final if a timely appeal is not provided by the LA LIFE Coach and received by the Compliance Department in accordance with the appeal procedure set forth below. In the event that LA WEIGHT LOSS deems it necessary to terminate an

individual's LA LIFE Coach account, the termination shall render the terms of the Agreement between LA WEIGHT LOSS and such LA LIFE Coach null and void effective as of the date of such termination except that any provision of this Agreement which by its terms is intended to apply in whole or part after a termination of this Agreement shall survive such termination and continue in full force and effect.

- b) LA WEIGHT LOSS reserves the right at any time to terminate the Agreement with respect to any LA LIFE Coach for convenience in its sole discretion upon a thirty (30) day written notice to such LA LIFE Coach. Cancellation shall be effective 30 days following the date on which written notice is delivered to such LA LIFE Coach through a back office ticket or email from LA WEIGHT LOSS. LA WEIGHT LOSS shall not be required to have any reason or to prove any cause in order to terminate the Agreement with any LA LIFE Coach pursuant to this clause (b). If and when any LA LIFE COACH Agreement is terminated, the Promoter shall have no claim against LA WEIGHT LOSS, its affiliates or their respective officers, directors, agents, employees, servants and representatives, nor any right to claim or collect any direct, indirect, incidental, consequential, reliance or special damages by virtue of such termination, including damages from harm to business, lost profits, lost revenues or lost opportunities. Termination will result in the loss of all benefits as a LA LIFE COACH except those accrued as of immediately prior to such termination unless such benefits were accrued by fraud or in violation of LA WEIGHT LOSS policies. The terms hereof are in satisfaction of any and all statutory and common law claims, including without limitation any right to reasonable notice of termination of the LA LIFE COACH Agreement.
- c) A LA LIFE COACH may terminate the Agreement with respect to such LA LIFE COACH at any time upon written notice to LA WEIGHT LOSS which shall be sent through a back office support ticket or email.

2.9 Appeal.

A LA LIFE COACH who has been suspended or terminated pursuant to Sections 2.8 (a) may appeal the action by submitting a written appeal to LA WEIGHT LOSS' Compliance Department stating the grounds of appeal. No telephone calls or other forms of communication will be accepted under any circumstances. LA WEIGHT LOSS must receive the notice of appeal directly to the Compliance Department within ten (10) business days of the date of such notice of suspension or termination. If LA WEIGHT LOSS has not received the notice of appeal by the deadline date, the suspension or termination shall automatically become final. No appeal is available to a Promoter with respect to a termination pursuant to Section 2.8 (b).

If a LA LIFE COACH files a timely appeal, LA WEIGHT LOSS will, at its sole discretion, review and notify the LA LIFE COACH of its decision. The decision of LA WEIGHT LOSS shall be final and will

not be subject to further review. If the appeal is denied, the suspension or termination shall remain in effect as of the date of LA WEIGHT LOSS' original notice.

2.10 LA LIFE COACH INFORMATION.

Coaches must supply the Company with a valid mailing, e-mail address, and phone number for communication purposes (pursuant to the terms of the Agreement, the Coach consents to being contacted by the Company regarding their LA LIFE Coach business). Each Coach is responsible for keeping his/her information (name, address, phone number, e-mail address, etc.) up to date and accurate and must immediately update the Company on any changes concerning this information.

2.11 Liability Insurance.

As an independent contractor, LA LIFE COACHES shall be solely responsible for obtaining applicable business insurance relevant to his/her/its business activities, such as holding live events.

2.12 No Purchase Required.

No Promoter is required to purchase any LA WEIGHT LOSS products, services or programs

2.13 Legal Compliance.

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

2.14 No Exclusive Territories.

There are no exclusive territories for recruiting purposes, nor shall any LA LIFE COACH imply or state that he/she/it has any exclusive territory rights. There are no geographic limitations on LA LIFE COACHES sponsoring except in those foreign countries that have not officially been opened by LA WEIGHT LOSS or an affiliated company.

SECTION 3 - OPERATING AN INDEPENDENT LA LIFE COACH BUSINESS

3.1 FIELD TRAINING MATERIALS.

While LA WEIGHT LOSS provides certain training materials and tools for its independent field sales force, Coaches may develop and/or use their own training tools and materials to support their personally sponsored Coaches or others in their downline organization (hereinafter, “Field Training Materials”) so long as such Field Training Materials do not violate any of the LA WEIGHT LOSS Policies, Procedures, laws, regulations, or statutes and conform with Policies 3.1.a. and 3.1.b. below. Coaches may not sell any Field Training Materials or accept donations or gratuities in exchange for providing training and/or Field Training Materials. Coaches may not develop, produce or distribute tools or materials that are confusingly similar in nature to those produced, published and provided by LA WEIGHT LOSS, and may not imply or suggest that such Field Training Materials originate from LA WEIGHT LOSS or are endorsed by LA WEIGHT LOSS. Field Training Materials should only be used by Coaches to train their personally sponsored Coaches or others in their downline organization. Coaches are prohibited from creating their own website, social media page or other web-based platform to distribute Field Training Materials to other Coaches.

- a. **Field Training Materials Disclaimer.** The following disclaimer must conspicuously appear on all Field Training Materials: “THIS FIELD TRAINING MATERIAL HAS BEEN PRODUCED BY <INSERT NAME OF COACH>, AN INDEPENDENT LA LIFE COACH, AND IS NOT OFFICIAL MATERIAL PREPARED OR PROVIDED BY LA WEIGHT LOSS. In addition, if the Field Training Materials discuss or mention the LA WEIGHT LOSS Compensation Plan or income opportunity, the Field Training Materials must also include the following disclaimer: THERE ARE NO GUARANTEES REGARDING INCOME WITH LA WEIGHT LOSS. SUCCESS WITH LA WEIGHT LOSS RESULTS ONLY FROM SUCCESSFUL SALES EFFORTS, WHICH REQUIRES HARD WORK, DILIGENCE, SKILL, PERSISTENCE, COMPETENCE AND LEADERSHIP. YOUR SUCCESS WILL DEPEND UPON HOW WELL YOU EXERCISE THESE QUALITIES.”
- b. **Additional Requirements for Field Training Materials.** In addition to compliance with Policy 3.1.a. Field Training Materials created to train a Coach’s downline are not required to be reviewed by the Company, so long as the Field Training Materials are in compliance with these Policies. However, should the Coach have any doubt concerning whether or not the Field Training Materials are in compliance with all relevant LA WEIGHT LOSS Policies, the Coach should submit same to LA WEIGHT LOSS for review. See the LA WEIGHT LOSS Procedures for Details on Submitting Field Training Materials to LA WEIGHT LOSS.
- c. **Rights of Company Regarding Field Training Materials.** LA WEIGHT LOSS reserves the right to rescind any previous authorization that was given in connection with Field Training Materials. Upon notice of such rescission, each independent LA LIFE Coach agrees to immediately cease using such Field Training Materials. COACHES WAIVE ANY

CLAIM FOR DAMAGES OR REMUNERATION FOR ANY LOSSES THAT THEY MAY INCUR RESULTING FROM OR RELATING TO THE COMPANY'S DECISION TO RESCIND ITS PRIOR APPROVAL.

3.3. PRODUCT LIABILITY CLAIMS & INDEMNIFICATION.

- a. Indemnification for Product Liability Claims. In the event of a product liability claim brought against a Coach by a third party for a defective product or for injury from use of a product, the Company will indemnify and defend the Coach from such claims, subject to the limitations specified in Policy 3.3.c. below.
- b. Requirements for Indemnification. In order to be indemnified for product liability claims, the Coach must notify the Company of the claim in writing within ten (10) days of receipt of notice of the claim. The Company has no obligation to indemnify the Coach if he/she has: (a) violated the Agreement; (b) made claims or given instructions about the products which are not included in the Company's current approved literature, warnings, or product labels; or (c) settled or attempted to settle a claim without the Company's written approval. In addition, indemnification is conditioned upon the Coach allowing the Company to assume the sole defense of the claim.
- c. Indemnification by Coach. The Coach agrees to indemnify the Company from any claim made by a third party that arises directly or indirectly because he/she has: (a) violated the Agreement; or (b) made claims or given instructions about the products which are not included in the Company's current approved literature, warnings, or product labels.

3.4 INSURANCE.

1. Business Pursuits Coverage. The Company suggests that Coaches secure additional liability insurance to cover any business exposure for which they may be liable in the independent marketing or advertising of any products, programs or the LA WEIGHT LOSS business opportunity.
2. Travel Liability. Coaches understand and accept any and all travel-related risks in regard to their business. Coaches are encouraged to secure travel insurance as related to their business.
3. Other Insurance. The Company does not provide health insurance, disability insurance, event insurance, professional liability insurance, malpractice insurance, business property coverage, or any other type of insurance to Coaches.

3.5 COMPENSATION.

The Company compensates Coaches through its compensation plan (hereinafter, "Compensation Plan"). Compensation is determined proportionally based on sales of products to end-user consumers within the Coach's organization. Sponsoring new Coaches leverages and expands a Coach's business and provides additional persons marketing the Company's products, programs and services to Clients, however, no compensation is paid based upon the sponsoring of Coaches. Coaches are never compensated on their personal order; a Coach's

personal order is always credited to the Sponsor/Business Coach of that Coach. A Coach is always the client of his/her Sponsor/Business Coach. To that end, a Coach is prohibited from setting up a separate client account for placing orders.

3.7 NON-SOLICITATION(PARTICIPATION IN OTHER BUSINESS OPPORTUNITIES AND DIRECT SELLING PROGRAMS).

As independent contractors, Coaches may engage in other business interests and opportunities outside of their independent LA LIFE Coach business, provided that they comply with the terms of these Policies, including, without limitation, the specific limitations provided in this Non-Solicitation Section.

a. Definitions.

- i. Competing Business(es). A Competing Business is a business that sells Competing Goods or Services ("Competing Business"). Competing Good(s) or Service(s).
- ii. Competing Goods or Services are any goods or services that are in the same generic category as any good(s) or service(s) offered by LA WEIGHT LOSS, regardless of differences in cost, quality, ingredients, functionality, service, or other distinguishing factors. By way of example, and not limitation, any goods or services related to health and wellness are considered competing goods or services ("Competing Goods or Services").
- iii. Direct Selling Program. A Direct Selling Program is any business that meets each of the following criteria ("Direct Selling Program"):
 1. The business sells memberships, goods or services through independent contractors;
 2. The independent contractors are authorized to recruit, sponsor or enroll other independent contractor salespersons into the business or to submit persons or entities to the business for consideration as independent contractor salespersons; and
 3. Independent contractor salespersons are compensated in whole or in part on sales of goods or services of those independent contractor salespersons that they, or other independent contractor salespersons, are personally sponsoring and mentoring.
- iv. Non-Competing Business(es). A Non-Competing Business is a business that sells good(s) or service(s) that do not compete with or are not in the same generic category as the good(s) or service(s) offered by LA WEIGHT LOSS ("Non-Competing Business").

b. Other Direct Selling Programs. LA LIFE Coaches may not participate in any Direct Selling Program that sells Competing Goods or Services. LA LIFE Coaches are free to participate in other Direct Selling Programs that do not sell Competing Goods or Services ("Other Direct Selling Programs"), however, Coaches can only promote these Other Direct Selling Programs, their goods, services or the business opportunity to their personally sponsored downline. In addition,

for twelve (12) calendar months after the termination of the Agreement, Coaches may not directly or indirectly sponsor Clients or other LA LIFE Coaches, in their Other Direct Selling Program, with the exception of their personally sponsored downline. The term “sponsor” means the direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, another LA LIFE Coach or Client to enroll or participate in the Other Direct Selling Program. Coaches participating in Other Direct Selling Programs must also comply with all other specific restrictions in this Non-Solicitation Section.

c. Specific Restrictions on Coaches Promoting Competing Businesses or Other Direct Selling Programs on LA WEIGHT LOSS Social Media. LA LIFE Coaches who engage in a Competing Business or Other Direct Selling Program must not, directly, indirectly or through a third party:

i. Use any social media account (e.g., Facebook, Twitter, LinkedIn, YouTube, Pinterest, Instagram, etc.) that the Coach currently uses or has used in the past to promote or discuss LA WEIGHT LOSS, its products, programs, services or the business opportunity (“LA WEIGHT LOSS Social Media”), to promote a Competing Business or Other Direct Selling Program. If a Coach is involved in a Competing Business or Other Direct Selling Program, the Coach must create a separate social media account to promote the Competing Business or Other Direct Selling Program. Coaches are also prohibited from “cross-posting” from their Competing Business or Other Direct Selling Program social media account on to the Coach’s LA WEIGHT LOSS Social Media and vice versa.

d. Additional Restrictions on Coaches Promoting Other Businesses. Additional restrictions apply to LA LIFE Coaches who engage in not only a Competing Business or Other Direct Selling Program but also a Non-Competing Business. Competing Businesses, Other Direct Selling Programs and Non-Competing Businesses will collectively be referred to herein as “Other Businesses.” Coaches who operate Other Businesses must not directly, indirectly or through a third party:

- i. Promote the Other Business on any Coach “Team” social media page (pages that have been created by LA LIFE Coaches to support their Coach Organization/Team or pages that have been created to support LA WEIGHT LOSS Clients), for example, a Facebook “Group Page” for a Team of independent LA LIFE Coaches;
- ii. Use Confidential Information (as defined in Section 3.8) to promote the Other Business;
- iii. Display LA WEIGHT LOSS promotional material, sales aids, or products with or in the same location as any promotional material, sales aids, products or services of the Other Business, in a fashion that might in any way confuse or mislead a prospective Client or Coach, or member of the public into believing there is a relationship between LA WEIGHT LOSS and the Other Business;

- iv. Offer the LA WEIGHT LOSS opportunity, products, programs or services to prospective or existing Clients or Coaches in conjunction with the opportunity, products, programs, or services of the Other Business;
 - v. “Bundle” or combine the products, programs, or services of the Other Business for sale or advertisement with any LA WEIGHT LOSS products, programs or services;
 - vi. Offer, discuss, or display any opportunity, products, programs, or services of the Other Business at or immediately after any LA WEIGHT LOSS-related meeting, seminar, convention, webinar, teleconference, training or other function (“Event”), regardless of whether the Event is an LA WEIGHT LOSS corporate-sponsored Event or an Event led by an independent LA LIFE Coach.
6. **Complementary Businesses.** Some businesses that may be “complementary” to LA WEIGHT LOSS could be deemed a Competing Business (e.g., a personal training business, gym or yoga studio, etc.) (“Complementary Business”). So long as the Coach complies with all other provisions under these Policies, including this Non-Solicitation Policy, Policy 3.10 (forbidding Coaches from carrying inventory for resale) and Policy 5.9 (forbidding Coaches from selling products in a Retail Outlet), etc., Coaches may offer the LA WEIGHT LOSS opportunity, products, programs or services to prospective or existing customers of these Complementary Businesses.
7. **Health Professional Practices.** A health professional practice could also be deemed a Competing Business, however, so long as those LA LIFE Coaches, who also have a health professional practice (e.g., a chiropractic clinic, doctor’s office, etc.) (“Health Professional Practice”) comply with all other provisions under these Policies, including this Non-Solicitation Policy, Policy 2.2 (general Policies governing Health Professional LA LIFE Coaches), Policy 3.10 (forbidding Coaches from carrying inventory for resale) and Policy 5.9 (forbidding Coaches from selling products in a Retail Outlet), etc., these Coaches may offer the LA WEIGHT LOSS opportunity, products, programs or services to prospective or existing patients of their practices. However, the Coach must not condition the use of their Health Professional Practice on the purchase of LA WEIGHT LOSS products, including, but not limited to, offering discounted services to prospective or existing patients or clients of their Health Professional Practice who purchase LA WEIGHT LOSS products or vice versa.
8. **Injunctive Relief.** LA WEIGHT LOSS and the Coach agree that any violation of this Non-Solicitation Policy shall cause LA WEIGHT LOSS irreparable harm for which there is no adequate remedy at law, and if emergency equitable relief is not granted to LA WEIGHT LOSS, the injury to LA WEIGHT LOSS shall outweigh the potential injury to the Coach. Therefore, LA WEIGHT LOSS shall be entitled to seek emergency and permanent injunctive relief to prevent further violations of this Policy.

3.8 CONFIDENTIAL INFORMATION.

“Confidential Information” constitutes proprietary business trade secrets belonging exclusively to LA WEIGHT LOSS and is provided to Coaches in strict confidence. Confidential Information

shall not be directly or indirectly disclosed to any third party nor used for any purpose other than a Coach's use in building and managing his/her independent LA WEIGHT LOSS business.

1. Definition of Confidential Information. Confidential Information includes, but is not limited to, the identities, contact information, and/or sales information relating to LA WEIGHT LOSS' Coaches and/or Clients:
 - i. That is derived from any reports issued by LA WEIGHT LOSS to Coaches to assist them in operating and managing their LA WEIGHT LOSS business; and/or
 - ii. To which a Coach would not have access or would not have acquired but for their affiliation with LA WEIGHT LOSS.
2. Injunctive Relief. LA WEIGHT LOSS and the Coach agree that any violation of this Policy shall cause LA WEIGHT LOSS irreparable harm for which there is no adequate remedy at law and if emergency equitable relief is not granted to LA WEIGHT LOSS, the injury to LA WEIGHT LOSS shall outweigh the potential injury to the Coach. Therefore, LA WEIGHT LOSS shall be entitled to emergency and permanent injunctive relief to prevent further violations of this Policy.

3.9 HANDLING PERSONAL INFORMATION.

Personal information is information that identifies, or permits one to contact an individual. It includes a Client's, potential Clients, Coach's and prospective Coach's name, mailing address, e-mail address, phone number, credit card information, Social Security Number or Tax Identification Number and other information associated with these details. Coaches who receive personal information from or about prospective Coaches or Clients have the responsibility to maintain its security. Coaches should shred or irreversibly delete the personal information of others once it is no longer needed. In addition, information regarding a Client's or LA LIFE Coach's experience with Company products and/or programs cannot be revealed without his/her written permission; this includes use of personal testimonials.

3.10 PRODUCT INVENTORY.

Coaches may not carry an inventory of LA WEIGHT LOSS products for resale (including but not limited to resale to other Coaches). All products are direct-shipped from the Company to the buyer. Therefore, Coaches should not purchase more products in a month than they and/or their family can reasonably expect to consume during the month.

3.11 BONUS OR RANK BUYING.

Bonus and/or rank buying (collectively, "bonus buying") is strictly prohibited. Bonus buying is the purchase of products for any reason other than bona fide use by end-user consumers or limited sampling at trade shows and includes any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by bona fide product purchases by end-user consumers for actual use.

3.13 PAYMENT & CREDIT CARD USAGE.

If a credit/debit card or other payment instrument is used to pay for products, it must be the credit/ debit card or other payment instrument of the individual who is ordering the product for their personal and/or family use. Coaches may not use another Coach's or Client's credit/debit card, or other payment instrument to place an order, nor may a Coach use his/her own credit/debit card or other payment instrument to place an order on behalf of another Coach or Client. The Company does not accept cash. Coaches facilitate Client orders either through the LA WEIGHT LOSS website, or through assisting the Client with placing telephone orders. Coaches should not place the orders for the Clients themselves. All other forms of sales or orders are prohibited.

3.14 ACTIONS OF AFFILIATED PARTIES & HOUSEHOLD MEMBERS.

The term "Affiliated Party" shall mean any individual, partnership, trust, limited liability company, or other entity that has an equitable or ownership interest in, or management responsibility for a Business Entity. The term "Business Entity" shall mean any corporation, partnership, limited liability company, trust or other entity that owns or operates an independent LA Life Coach business. A Business Entity and each Affiliated Party must comply with the Agreement. If a Business Entity and/or any Affiliated Party violate the Agreement, LA WEIGHT LOSS may take disciplinary action against the Business Entity and/or against any or all of the Affiliated Parties. In addition, if a household family member of a Coach engages in conduct that would be a violation of the Agreement, the conduct of the household family member may be imputed to the Coach (i.e., the Coach may be held responsible for the conduct of the household family member).

3.15 NEGATIVE COMMENTS.

Complaints and concerns about LA WEIGHT LOSS should be directed to the Coach team. Coaches must not disparage, demean, or make negative remarks to third parties or other Coaches or Clients about LA WEIGHT LOSS, its owners, officers, directors, management or employees, other Coaches or Clients or the Compensation Plan. Violation of this Policy may subject the Coach to potential disciplinary action, up to and including termination.

3.16 ADJUSTMENTS TO BONUSES & COMMISSIONS.

If a product is returned to LA WEIGHT LOSS for a refund or is repurchased by the Company, or a credit card charge back occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company from the Coach.

3.18 RETURN OF PRODUCTS, BUSINESS KITS & BUSINESS SUPPORT MATERIALS UPON CANCELLATION OR TERMINATION.

Upon voluntary cancellation or termination of an Independent LA LIFE Coach Agreement, the Coach may return any Company-produced Business Support Materials that he or she personally purchased from LA WEIGHT LOSS within twelve (12) months from the Coach's date of purchase (the one year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming and Puerto Rico) so long as the goods are in currently marketable condition. Any Business Support Materials that are produced by a third party, i.e. non-Company produced, shall not be subject to this return Policy. In addition, residents of Georgia, Idaho, Louisiana, Maryland, Montana, Massachusetts, Oklahoma, Texas, Wyoming, and Puerto Rico may return any products that they purchased from the Company within one (1) year prior to the date of their cancellation so long as the products are in currently marketable condition. Upon the Company's receipt of returned goods and/or Business Support Materials and confirmation that they are in currently marketable condition, the Coach will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, is not in currently marketable condition. The merchandise must be returned within thirty (30) days from the date of the Coach's cancellation/termination.

3.19 ORDER RETURNS & REFUNDS.

Federal and state law requires that Coaches notify their Clients that they have three (3) business days (five (5) business days for Alaska residents, fifteen (15) days for residents of North Dakota over the age of 65; Saturday is a business day, Sundays and legal holidays are not business days) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Coaches shall verbally inform their Clients of this right. Different satisfaction guarantee policies apply to different products and are specified on the packing slip of each order along with return instructions. LA WEIGHT LOSS' return and refund policies vary between products and are published on LA WEIGHT LOSS' corporate website.

3.20 DISCIPLINARY SANCTIONS.

Violation of the Agreement, any material misrepresentation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Coach that the Company reasonably believes may damage its reputation or goodwill, or which results in or is designed to manipulate the Compensation Plan or any incentive offered by the Company, may result in the suspension or termination of the Coach's LA WEIGHT LOSS business, and/or any other measure that LA WEIGHT LOSS deems appropriate to address the misconduct, including, but not limited to the following:

1. Issuance of a written warning;
2. Requirement of the Coach to take immediate corrective action;

3. Clawing back commissions;
4. Imposition of a fine, which may be withheld from commissions;
5. Loss of rights to one or more bonus and commission checks;
6. Withholding of all or part of any bonuses and commissions during the investigation period (if a Coach's Agreement is canceled for disciplinary reasons, the Coach will not be entitled to recover any commissions or bonuses withheld during the investigation period);
7. Suspension of the Coach's business with loss of earnings;
8. Reassignment of Clients or Coaches to another Coach;
9. Termination of the Coach's business;
10. Equitable resolution by any other measure the Company deems appropriate to resolve the injuries caused by the Coach's violation or contractual breach.

In situations deemed appropriate by LA WEIGHT LOSS, the Company may institute legal proceedings for monetary and/or equitable relief. Upon imposition of a disciplinary sanction(s), the Company shall immediately notify the Coach by certified mail (with a copy sent via e-mail). The Company will also notify the Coach's Sponsor and first qualified Director. Individuals or Business Entities terminated for disciplinary reasons may not re-enroll as a Coach.

3.21 CANCELLATION OF A LA LIFE COACH BUSINESS.

"Cancellation" of a Coach's LA WEIGHT LOSS business means the discontinuation of a Coach's LA WEIGHT LOSS business for any reason, whether the cancellation is voluntary, involuntary (termination or otherwise), or via non-renewal. A Coach whose LA WEIGHT LOSS business is canceled for any reason will lose all Coach rights, benefits, monetary compensation and privileges, including loss of his/her downline organization which will roll-up to the Coach's Sponsor.

3.22 BUSINESS ROLL-UP.

If a Coach's LA WEIGHT LOSS business is canceled for any reason (including termination), the Coach's downline organization, including personally sponsored Coaches and Clients, will "roll-up" to the Coach's Sponsor/ Business Coach.

3.23 BUSINESS ENTITIES.

1. Enrolling as a Business Entity. A Business Entity (e.g. limited liability company, corporation, partnership, etc.) may wish to enroll as a LA LIFE Coach. A Business Entity may apply to become an LA LIFE Coach by completing, signing, and returning a Business Entity Addendum, signed by all the participants in the Business Entity and complying with any other applicable legal requirements. All members of the Business Entity are required to comply with the terms of the Agreement.
2. Changing to a Business Entity. A Coach who enrolled as an individual may wish to transfer his/her account to a Business Entity for the purpose of operating their business.

If the Coach wishes to change their form of business from a sole proprietorship to a Business Entity, he/she may do so at any time. The individual must complete, sign and return a Business Entity Addendum to the Company, as well as comply with any other applicable legal requirements.

3. Business Entity Commissions. All commissions and/or bonuses earned by the Business Entity will be issued in the name of the Business Entity. The Company will not have any liability to the Coach if the Business Entity or any participant in the Business Entity fails to allocate and pay any portion of any bonuses or commissions received by the Business Entity among the multiple participants in the Entity, or for any incorrect allocation and/or payment.
4. Primary Participant. One member of the Business Entity will be designated as the "Primary Participant" and the Company may rely and act on any information provided by the Primary Participant.
5. Dissolution of a Business Entity. In cases in which owners of a Business Entity elect to dissolve the Business Entity, and one of the owners advises the Company in writing that they are dissolving the Business Entity, the Coach who is listed as the Primary on the account shall be responsible for fulfilling the obligations of the Business Entity until the Business Entity is fully dissolved and a formal dissolution agreement between the parties is reached that determines the disposition of the Business Entity. While the dissolution is proceeding, no owner may make changes to the business (e.g., change the payee, change the name of the business, etc.) until a formal dissolution agreement concerning the Business Entity is finalized. Upon completion of the dissolution and/or the completion of LA WEIGHT LOSS Business Transfer Procedures, the Business Entity shall be transferred to the individual who receives the Business Entity pursuant to the dissolution agreement (or court order if the dissolution is contested). Please note that LA WEIGHT LOSS is unable to split a Business Entity in two, or to divide a commission between multiple parties. Therefore, if the owners or former owners enter into an agreement, or are ordered by a court, whereupon it is incumbent on LA WEIGHT LOSS to split the commission or divide the Business Entity, the business shall be canceled.

3.24 BUSINESS TRANSFER (SALE OF AN LA LIFE COACH BUSINESS).

It is within LA WEIGHT LOSS' sole discretion whether to allow a business transfer or sale, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation may be sold or transferred unless and until the disciplinary matter is resolved. A Coach wishing to sell or transfer his/her business ("Seller") must first give notice of their intention to sell or transfer the business to the Company and the Company has the right of first refusal to purchase said business, at the same terms/conditions and sale price as that offered to other eligible purchasers. The Company shall have seven (7) business days within which to exercise its right of first refusal. If the Company exercises its right of first refusal, the purchased business will "compress" or "roll-up." If the Company declines to purchase the business within such time, the Seller may then offer to sell or transfer the business to other parties eligible to purchase. If the business is sold or transferred to an existing Coach, the buying Coach ("Purchaser") must be

at the rank of Director or higher, for six (6) of the preceding twelve (12) months. The purchased Coach business will be operated as a second business and remain in its current position in the line of sponsorship, if the purchaser is already a Coach with LA WEIGHT LOSS. Mergers of LA WEIGHT LOSS Coach businesses are not permitted. Coaches are prohibited from using a business transfer/sale to manipulate the Compensation Plan or any other incentive offered by the Company.

3.25 BUSINESS TRANSFER UPON DEATH.

A Coach may devise his/her business to his/her heirs via a will or other testamentary instrument. A Coach shall not use, or attempt to use a testamentary transfer as a means to circumvent the Business Transfer Policy (Policy 3.24). If the Company believes that a testamentary transfer is being used as a device to circumvent the Business Transfer Policy, the transfer shall be handled pursuant to the Business Transfer Policy and the corresponding Procedures. Unless a testamentary instrument says otherwise, upon the death of a Coach, the rights and responsibilities of the Coach business remain with the spouse, if said spouse is a partner in the business. If a spouse does not exist, the rights and responsibilities are passed on to the rightful heir(s), trustee(s), guardian(s) or conservator(s). The heir(s), trustee(s), guardian(s) or conservator(s) shall be required to contact the Company in writing and shall be bound by the terms and conditions of the Agreement.

3.26 BUSINESS DISTRIBUTION UPON DIVORCE.

In cases in which a couple that jointly operates a LA WEIGHT LOSS Coach business divorce, and one of the spouses advises the Company in writing that they have filed for divorce, the Coach who is listed as the "Primary" on the account shall be responsible for fulfilling the obligations of the business until a divorce decree or order is entered and a court order rules on the disposition of the business (or the parties reach an agreement concerning the disposition of the business, as documented in writing, signed by both parties). Neither party may make changes to the business (e.g., change the payee, change bank account information, change the name of the business, etc.) until a final divorce decree/order is entered (or the parties reach an agreement concerning the disposition of the business, as documented in writing, signed by both parties). Upon entry of the divorce decree/order or reaching an agreement in writing (and the divorce decree/order being provided to the Company), the business shall be transferred to the individual ordered by the court or as agreed to in writing by the parties. Please note that LA WEIGHT LOSS is unable to split a business in two, or to divide a commission between two parties. Therefore, if the spouses or former spouses enter into an agreement, or are ordered by a court to split the commission or divide the business, the business shall be canceled. The spouse not assuming the LA WEIGHT LOSS Coach business may enroll as a new Coach immediately under the Sponsor of his or her choice.

3.27 INTERNATIONAL ACTIVITIES.

Coaches are only authorized to promote Company products and programs, conduct events or trainings, and enroll Clients or Coaches in countries that it has officially announced are opened for its Direct Selling operations. Coaches may not conduct advertising, sponsoring, or business activities of any nature in any foreign country that the Company has not announced is officially opened for its Direct Selling business. Company products cannot be shipped into or sold in any other country or to anyone in a country where LA WEIGHT LOSS is not currently opened for business.

SECTION 4 - SPONSORING

4.1 BUSINESS OPPORTUNITY.

LA LIFE Coaches have the opportunity to grow their businesses beyond acquiring and supporting Clients by building an organization of Coaches. To do so, LA LIFE Coaches can sponsor other individuals as Coaches and, if desired, help them do the same.

4.2 BECOMING A SPONSOR.

Sponsorship opportunities are available to all Coaches; however, Coaches may only sponsor individuals or Business Entities who are residents of the United States, U.S. Territories or U.S. service members and their families at verified APO and FPO military addresses. Sponsoring is only permitted where the Company has officially announced it is open for business. No international sponsoring is permitted at this time.

4.3 SPONSOR BUSINESS RESPONSIBILITIES.

Sponsoring Coaches must use their best efforts to provide, on an ongoing basis, bona fide mentoring and training of sponsored Coaches and the Coaches within their organization. Coaches must maintain ongoing contact, communication, and mentoring within their organization. Examples of such mentoring and training may include, but are not limited to:

1. Providing ongoing contact, communication, encouragement, and support of personally sponsored Coaches and those within their organization;
2. Product, program, and coaching training;
3. Encouragement and support;
4. Written correspondence;
5. Personal and/or virtual meetings; Telephone contact, voice mail, and/or e-mail;
6. Accompanying individuals to the Company and/or field training sessions and meetings;
7. Assisting Coaches to set goals and create business strategies, etc.

4.4 COMPANY-APPOINTED SPONSORS.

Anyone interested in becoming a LA LIFE Coach, but who does not have a specific Sponsor will have one appointed by the Company. These individuals will be distributed as “Business Leads” to qualified Sponsors in accordance with the Company’s internal policies concerning Business Leads.

4.5 BUSINESS LEADS.

When the Company receives inquiries from individuals concerning the Company’s products, programs, services and/or the business opportunity, the Company refers these individuals to LA LIFE Coaches meeting certain qualifications as determined by the Company at its sole discretion.

4.6 COACH SPONSOR CHANGES.

1. **Requests to Change Sponsors or Lines of Sponsorship.** LA LIFE Coaches may change Sponsors only in the most rare and compelling of circumstances and, in all cases, the Coach seeking to change their Sponsor must receive the Company’s written approval before doing so. When in its sole discretion the Company grants a change of sponsorship, it is a one-time-only action on behalf of the Coach changing Sponsors. All requests to change Sponsors must come directly from the Coach seeking to be moved. Except for changes requested within the first 30 days of enrollment, if a Coach wishes to change his or her Sponsor, without cancelling their business, the Coach must complete and submit a Sponsor Transfer Request Form. In the Form, the Coach must set forth in detail all of the reasons why he/she requires a Sponsor change (in addition to complying with the steps outlined below) along with the payment of a \$149.00 non-refundable administrative fee for processing the request to change Sponsors (“Sponsor Transfer Request”).
2. **Company Review of Requests to Change Sponsors or Lines of Sponsorship.** The Company’s will review and evaluate each Sponsor Transfer Request received and determine, in its sole discretion, whether a Sponsor Transfer Request is appropriate. The \$149.00 fee for the Company to consider a Sponsor Transfer Request is non-refundable regardless of whether or not the Sponsor Transfer Request is approved; payment of the fee and submission of the Sponsor Transfer Request Form does not guarantee the Company will grant the Sponsor Transfer Request. Payment must be received before the Company will review the Sponsor Transfer Request.
3. **Downline Organization.** If a Sponsor Transfer Request is approved, the downline organization of the transferring Coach will remain in its original line of sponsorship. Only the requesting Coach will be moved to a new Sponsor if the Sponsor Transfer Request is granted, the downline organization of the requesting Coach will “roll-up” to the Coach’s original Sponsor.
4. **Sponsor Changes within 30 Days of Enrollment.** A Sponsor Transfer Request received within thirty (30) days of the Coach’s enrollment will be granted upon Company review and approval. In no way should this Policy be interpreted by a newly sponsored Coach as an opportunity to shop around within his/her first thirty (30) days for a different Sponsor, especially if their original Sponsor is reasonably fulfilling the role of Sponsor.
5. **Sponsor Changes More than 30 Days After Enrollment.** Sponsor Transfer Requests received more than thirty (30) days after enrollment will be granted by the Company only if:

- i. A clear, documented, and compelling reason for the Sponsor Transfer Request is provided in the Sponsor Transfer Request Form and the Form is signed by all owners of the LA LIFE Coach business wishing to be transferred;
 - ii. There is agreement in writing from the current Sponsor to the change;
 - iii. There is agreement in writing from the requested Sponsor that they will accept the transferee and assume the appropriate responsibilities;
 - iv. A fee of \$149.00 is paid to the Company by the Coach submitting the Sponsor Transfer Request, prior to the review; and
 - v. There is a final written approval granted by the Company.
- 6. **Cancellation through Inactivity.** A Coach may also voluntarily cancel their LA LIFE business and remain inactive for six (6) full consecutive calendar months. Following the six (6) calendar month period of inactivity, the former Coach may re-enroll under a new Sponsor of their choice, however:
 - i. The Coach will lose all rights to their former downline organization upon their cancellation and all rights to revenue produced through sales from their former organization;
 - ii. The Coach may not promote Company products, programs, earn compensation, or attend events or trainings during the six-month inactivity period; and
 - iii. Once re-enrolled, the Coach is not permitted to solicit former Clients or induce Coaches or Clients from its former organization to change lines of sponsorship.
 - A. Coaches who fail to comply with the foregoing for the full six (6) calendar months may be required to sit out an additional six (6) months or may be prohibited from re-enrolling as a Coach with the Company.
- 7. **Waiver of Claims.** If a Coach improperly changes their Sponsor, LA WEIGHT LOSS reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Coach in his/her second line of sponsorship. COACHES WAIVE ANY AND ALL CLAIMS AGAINST LA WEIGHT LOSS, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM LA WEIGHT LOSS' DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A COACH WHO HAS IMPROPERLY CHANGED THEIR SPONSOR.

4.7 CLIENT TRANSFERS.

Clients are free to choose the Coach they wish to do business with. If a Client wishes to change Coaches, he or she may do so. The Client seeking to change Coaches must request the change and execute the necessary form. Coaches may also assist Clients to change Coaches by providing access to the appropriate form or by submitting the form on behalf of the Client. In addition, again, while a Client is free to choose the Coach they wish to do business with, a Coach may feel transferring a Client to a new Coach would best serve the Client (e.g. in the case of an inactive Client), if a Coach wishes to transfer the Client, the Coach may submit the change request on behalf of the Client.

4.8 BULK CLIENT TRANSFERS.

LA WEIGHT LOSS understands that, from time to time, a Coach may wish to transfer large numbers of front-line entities (inactive Clients, leads, etc.) to another down-line Coach for ongoing support and service (hereinafter called "Bulk Client Transfers"). In order to better serve these front-line entities, LA

WEIGHT LOSS provides a process by which the Coach may transfer these front-line entities for an administrative fee proportional to the number of Clients to be transferred. However, please keep in mind that Clients always have the right to select their own Coach. In addition, Bulk Client Transfers may not be used to circumvent any of the Policies outlined herein or to otherwise manipulate the Compensation Plan or any incentive offered by the Company. Bulk Client Transfer Requests may be reviewed by the Company's Compliance Department for approval and the Company reserves the right to decline any requests for Bulk Client Transfers at its sole and absolute discretion.

4.9 CROSS-LINE COACH OR CLIENT SOLICITATION.

Coaches shall not directly or indirectly solicit, encourage, or induce a Coach in another Coach's downline to change lines of sponsorship, nor should a Coach directly or indirectly solicit a Client in another Coach's downline. Violation of this Policy will subject the Coach to potential disciplinary action, up to and including termination.

5. TRADEMARK, LITERATURE AND ADVERTISING

5.1. Trademark.

The name LA WEIGHT LOSS and Wellness and the name of all the LA WEIGHT LOSS products, services and programs are the Trademarks of and owned by LA WEIGHT LOSS and Wellness, LLC, LA Slim Life, LLC and licensed to Black Legs, LLC dba LA Weight Loss and Wellness. Only LA WEIGHT LOSS AND WELLNESS, LA SLIM LIFE, LLC and Black Legs, LLC dba LA Weight Loss and Wellness are authorized to produce and market products and literature under these Trademarks. This includes but is not limited to slides, overheads, brochures, videos, domain addresses, email addresses, social media accounts, training and/or marketing materials and all promotional materials such as, but not limited to, t-shirts, caps, pins, magnetic signs, cups, etc. Use of the LA WEIGHT LOSS name or any of the Trademarks on any item not produced or authorized by LA WEIGHT LOSS is prohibited. Violators will be subject to having their LA LIFE COACH account suspended without pay or the termination at the sole discretion of LA WEIGHT LOSS.

5.2 Yellow and White Page Listings.

Promoters are not permitted to use the LA WEIGHT LOSS name or any of the Trademarks in advertising their telephone and fax numbers in the white or yellow page section of the telephone book or on the Internet telephone directory without identifying themselves as an Independent LA LIFE COACH.

5.3 "Toll Free" Telephone Number Listings.

LA LIFE COACHES are not permitted to list their "toll free" telephone numbers under the LA WEIGHT LOSS name or any of the Trademarks without first submitting a request to the Support

Department for approval.

5.4 Imprinted Checks.

LA LIFE COACHES are not permitted to use the LA WEIGHT LOSS name or any of the Trademarks on their business or personal checking accounts.

5.5 Imprinted Business Cards or Letterheads.

LA LIFE COACHES are not permitted to create their own business cards or graphics using the LA WEIGHT LOSS name or any of LA WEIGHT LOSS Trademarks without the prior consent of LA WEIGHT LOSS.

5.6 Company Literature.

Only official LA WEIGHT LOSS literature may be used in presenting LA WEIGHT LOSS products and/or the LA WEIGHT LOSS Compensation Plan. Company literature may not be duplicated or reprinted without prior written permission from LA WEIGHT LOSS which may be obtained through communication directed to the Compliance Department. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by LA WEIGHT LOSS. Items on the Corporate website and the replicating Promoter website may be downloaded for promotional purposes only.

5.7 Advertising.

Only Company approved materials may be used in the placement of any advertising in any print, radio, television, Internet, social media, electronic or other media. No person shall use the LA WEIGHT LOSS name, logos, Trademarks or copyrighted material in any advertising not produced by LA WEIGHT LOSS, LA SLIM LIFE, LLC or without express written permission from the LA WEIGHT LOSS Compliance Department. For approval, email a copy of the proposed advertising material to the Compliance Department. Include a description of the placement (publication name, month, year, etc.). Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the new material must be submitted for approval. Allow approximately forty-eight (48) hours from receipt for processing. LA WEIGHT LOSS reserves the right to revoke any and all approvals at any time in its sole discretion for any reason.

5.8. False or Misleading Representations/Enrollments.

LA LIFE COACHES shall not make any false or misleading representations. The terms that a LA LIFE COACH uses when discussing the LA WEIGHT LOSS program are critical. The use of improper terms can create a situation that is in violation of regulatory standards when in fact the proper discussion of the programs reflects the full and complete compliance with all standards. It is the responsibility of all LA LIFE COACHES to fully understand these differences to avoid suspension or termination for false representation or operation of their business. This

shall include without limitation making a false or misleading statement regarding a LA LIFE COACH'S paid rank with LA WEIGHT LOSS. Promoters are prohibited from collecting personal information from others online through automated email signup forms or campaigns that capture an individual's personal information for the purpose of enrolling them as a Customer or sponsoring them as a Promoter without their prior knowledge or consent as to the nature of their enrollment with LA WEIGHT LOSS and without gaining the individual's permission to be enrolled as a Customer or LA LIFE COACH under them. Such marketing techniques are considered "blind prospecting" and are strictly prohibited. Should LA WEIGHT LOSS determine, in its sole discretion, that a Customer or LA LIFE COACH was enrolled without their prior knowledge or consent, they may be allowed to enroll under a different LA LIFE COACH or Sponsor of their choice.

5.9 Business Opportunity Specific Claims.

The word "fee(s)" or "investment(s)" should never be used to describe LA WEIGHT LOSS products – regardless of how they are obtained. There are no "fees" or "investments" associated with LA WEIGHT LOSS.

5.10. Internet and Website/Blog Policy.

A LA LIFE COACH may promote his/her/its business through their personal Facebook Profile/Timeline and other personal social media accounts. LA LIFE COACHES are not permitted to use the LA WEIGHT LOSS name or any of the Trademarks in the page, profile, or other name for their personal social media accounts. Each Promoter will be issued a unique Promoter Link that links seamlessly to the official LA WEIGHT LOSS website giving the LA LIFE COACH a professional and LA WEIGHT LOSS approved presence on the Internet. No LA LIFE COACH may design a website or blog that uses the names, logos, or product descriptions related to LA WEIGHT LOSS or that otherwise promotes LA WEIGHT LOSS, LA WEIGHT LOSS products directly or indirectly. LA LIFE COACHES may not advertise or promote their business or LA WEIGHT LOSS' business, products or marketing plan, or use LA WEIGHT LOSS' name in any electronic media or transmission, including on the Internet via websites, blogs, splash pages, landing pages, email opt-in pages or otherwise, unless specifically authorized to do so herein. LA LIFE COACHES must abide by the guidelines set forth by LA WEIGHT LOSS when engaging in online marketing:

- a) LA LIFE COACHES shall not make offers, contests, sweepstakes, promotions, or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell our products or solicit prospects;
- b) LA LIFE COACHES shall not operate any type of automated online website, email campaign, email opt-in page or other electronic system to collect personal information from consumers;

- c) LA LIFE COACHES sharing personal information collected online or through other means shall provide consumers prior notice, obtain prior consent, and provide an opportunity to prohibit the dissemination of such information.

If any consumer requests that his or her personal information not be shared, LA LIFE COACHES shall refrain from sharing such information;

- d) LA LIFE COACHES shall provide individual consumers the option to terminate any further communication between the LA LIFE COACH and the consumer, and if any consumer requests that a LA LIFE COACH cease communication, the Promoter shall immediately stop communicating upon such request;
- e) LA LIFE COACHES must abide by all laws and regulations regarding privacy and electronic or other communications;
- f) In compliance with section “E-Mail and Newsgroup Marketing” below, LA LIFE COACHES may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such process; spamming or distribution of chain letters or junk mail is not allowed;
- g) LA LIFE COACHES may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, federal or international law or regulation; and
- h) LA LIFE COACHES shall not directly or indirectly, send emails or any other form of message to persons except in compliance with federal and state law, including anti-spam Legislation. Without limiting the generality of the foregoing, LA LIFE COACHES must provide any required notices and obtain all necessary consents or permissions, including without limitation scrubbing such messages against any applicable opt-out lists or state, federal, or other “do-not-call” lists.
- i) LA LIFE COACHES shall not create search engine advertisements to directly or indirectly promote LA WEIGHT LOSS or our products unless specifically approved to do so in writing by LA WEIGHT LOSS.

5.11. Prohibited Use of Company & Product Names.

LA LIFE COACHES may not use or attempt to register or use any LA WEIGHT LOSS trade names, trademarks, service marks, product names, company name, or any derivatives thereof, for their display name, any Internet domain name, business name, or any social media page or profile name.

5.12. Blogs, Chat Rooms, Social Networks, and other Online Forums.

LA LIFE COACHES who wish to employ the use of chat rooms, personal social networks and

online forums to promote their business may do so under certain conditions only. No other product or service may be promoted or discussed in conjunction with, nor may any comparisons be made concerning other products, their ingredients, effectiveness, etc. in connection with LA WEIGHT LOSS.

LA LIFE COACHES may not make claims of any nature whatsoever concerning LA WEIGHT LOSS products. Only statements made in official Company Material may be used to promote products or the LA LIFE COACH opportunity. LA LIFE COACHES may list local meetings and any corporate events to which visitors would be welcome. Any native advertising posted in chat rooms, personal social networks, online forums, or elsewhere must include advertising disclaimers consistent with law and regulatory guidance.

5.13. Electronic Advertising.

LA LIFE COACHES may not sell, market or promote the Company's business, marketing plan, products or services on eBay, Amazon, Facebook, Craigslist or any other business Internet site except as detailed under the preceding paragraph.

5.14. Other Sales Media.

LA WEIGHT LOSS products may not be sold or promoted through catalogs or other mass sales mediums such as magazines, infomercials, television, radio, or other related sales media, unless approved by LA WEIGHT LOSS Compliance Department in writing.

5.15. E-Mail and Newsgroup Marketing.

Other than what is provided by the Company, LA WEIGHT LOSS must approve, in writing, any and all information representing LA WEIGHT LOSS and/or its products. LA LIFE COACHES shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. LA LIFE COACHES shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. LA LIFE COACHES shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, pyramid schemes or chain letters. Any email sent by a LA LIFE COACH that promotes the LA LAIFE COACH or LA WEIGHT LOSS products and services must comply with the applicable law and the following requirements:

a) Message Content

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a

functioning “opt-out” notice).

- The email must indicate the name under which the Promoter carries on business.
- The use of misleading or deceptive subject lines and/or false or misleading header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored within ten (10) business days.
- An e-mail address may not be sold, rented, or otherwise disclosed or transferred once the person has opted out, unless necessary to honor the person’s opt out request.

5.16. Personal Information and Privacy.

a) Handling Personal Information

As a LA LIFE COACH, you will receive Personal Information from and about prospective recruits, customers and other individuals. Keeping Personal Information secure not only helps to ensure your compliance with the law, but it also helps you to maintain current customers’ and potential customers’ trust, which is an important factor in your success. Personal Information is information that identifies, may identify, or permits you to contact, an individual or device (“Personal Information”). It includes, without limitation, a customer’s individual name, address, email address, phone number, credit card information, online usernames, device identifiers, and other information associated with these details, such as purchases and preferences. All LA LIFE COACHES are required to comply with the applicable state and federal laws.

b) Give the Customer Notice

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

c) Collect Only What You Need

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

d) Give the Customer Control

Give customers a choice about how you communicate with them. For instance, find out if a customer wants to receive promotions and other marketing messages from you and, if so, whether he or she would prefer to receive them by email, mail, phone, text or another method of communication. Respect the customer's wishes: if, for example, a customer tells you that he or she doesn't want to receive emails, for example, by using the unsubscribe mechanism described in the previous section, then find another way to communicate with him or her consistent with applicable law. Note that local law may require specific language to be included in your notices, specify how you must obtain consent, and impose other requirements. Local law also might require that you check and suppress numbers registered on a state or national "do-not-call" or similar opt-out registry. You are responsible for complying with all applicable laws.

e) Stay up-to-date

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

f) Share Only if Necessary

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

Personal Information cannot be shared for purposes other than those for which you have given the customer notice. If the customer does not consent to your sharing the information, you must respect this choice. You are responsible for complying with all applicable laws restricting the disclosure of Personal Information.

g) Protect Personal Information

A customer's information is a valuable asset. Don't communicate it to the general public or to anyone who doesn't have a legitimate need for it. Protect it from

unauthorized access or disclosure using physical, organizational, and technological protection methods. You are responsible if the customer's information is lost, misused, stolen, or accessed or acquired without authorization. The law might require you to notify the customer and, in some cases, regulators in the event of a data breach.

h) **Dispose of Personal Information Responsibly**

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

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

- Pay attention to your surroundings and use good judgment whenever you need to discuss or transmit sensitive Personal Information;
- Do not share (or ask a customer to share) sensitive Personal Information, including payment information, in an unsecure way, such as by email;
- Keep sensitive Personal Information in a secure place, such as a locked safe. Do not leave it lying around where someone could see or take it, and do not store it on unencrypted computers or devices;
- Use safeguards if you keep sensitive Personal Information on your computer. For example, use passwords that are not easy to guess, install and keep up-to-date virus protection and malware detection tools, do not install peer-to-peer or other software that could make Personal Information publicly available, and password protect documents that contain sensitive Personal Information;
- Avoid storing Personal Information on your laptop or other portable device that could be lost or stolen, unless the device is encrypted;
- Do not store any personal information on unencrypted USB or data keys; and
- Unless you have a legitimate business need, do not keep sensitive Personal Information.

5.17. eBay/Amazon Sales.

LA LIFE COACHES are strictly prohibited from selling LA WEIGHT LOSS products on eBay, Amazon or any similar third-party auction site or any third-party website. This prohibition applies regardless of the price at which the LA WEIGHT LOSS products are being offered. LA

WEIGHT LOSS products via direct-to-consumer sales shall not be sold online through non-direct sales channels. Such sales dilute our valuable trademarks and diminish the opportunities of LA LIFE COACHES competing in a non-direct sales channel with our LA LIFE COACHES. This activity also goes beyond the license we have given to our LA LIFE COACHES, therefore such use constitutes an unauthorized use of our trademarks.

5.18. Trade Shows.

With prior written authorization from LA WEIGHT LOSS which authorization shall be in LA WEIGHT LOSS' sole discretion, LA LIFE COACHES may display Company products and opportunity at trade shows. Request for participation in trade shows must be received in writing by LA WEIGHT LOSS Compliance Department at least two (2) weeks prior to the show. Written authorization from LA WEIGHT LOSS, which shall be in LA WEIGHT LOSS' sole discretion, must be received before participating in such events. Company products and opportunity are the only products and opportunity that may be offered in the trade show booth. Only Company approved marketing materials may be displayed or distributed.

5.19. Generic Business Advertisements.

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

5.20. Media Interviews.

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

5.21. Endorsements.

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

5.22. Independent Communications.

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

5.23. Coach Training.

LA LIFE COACHES are responsible for participation in the training of the LA LIFE COACHES they sponsor. Training assistance is provided in LA WEIGHT LOSS literature and in additional training tools as well as on the Internet. Further, Coaches may attend local and regional training events for LA LIFE COACHES.

5.24. Coach Services.

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

5.25. Re-Packaging Prohibited.

The repackaging of LA WEIGHT LOSS products for resale is strictly prohibited under any circumstances.

5.26. Promotional Items.

LA LIFE Coaches are prohibited from creating promotional items such as t-shirts, hats, bags, cups, etc., without the written consent of LA WEIGHT LOSS.

5.27. Recordings.

LA LIFE COACHES shall not produce or reproduce LA WEIGHT LOSS produced audio or videotaped materials detailing the LA WEIGHT LOSS opportunity or products. Promoters shall not record any LA WEIGHT LOSS function via video or audio.

5.28. Telephone Answering.

LA LIFE COACHES may not answer the telephone or create recordings saying "LA WEIGHT LOSS" or in any manner that could lead the caller to believe that he or she has reached the Corporate Offices of LA WEIGHT LOSS.

5.29. Limitation of Product Warranties.

LA LIFE COACHES may make no claim, representation or warranty concerning any product or service of the Company, except those expressly approved in writing by the Company or

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

5.30. Liability.

In addition to termination under Section 2.8(a) of this Agreement, violations of the Policies, Procedures, a violator may be subject to civil or criminal liability resulting from violation of this Agreement, the Code of Professional Ethics, the Policies and Procedures of LA WEIGHT LOSS, or federal, state, or local laws. LA WEIGHT LOSS may withhold payment, including without limitation bonuses and commissions, to any LA LIFE COACH in an effort to offset any damages suffered by LA WEIGHT LOSS as a result of such LA LIFE COACH'S violation of this Agreement, the Code of Professional Ethics, or federal, state, or local laws. Any disputes regarding such withheld payment will be resolved through arbitration pursuant to the procedures provided below. LA LIFE COACH acknowledges that damages for any actual or anticipated breach of this Agreement may be difficult or impossible to measure and therefore agree that in addition to any other remedies or relief available, that the Company shall be entitled to seek temporary or permanent injunctive relief to enforce the terms hereof, all without notice or bond.

5.31. Opportunity and Income Representations.

No LA LIFE COACH shall engage in any deceptive, false, misleading, unethical, or unlawful consumer or recruiting practices. LA LIFE COACHES shall ensure that no statements, advertisements, promises, testimonials, or other representations are likely to mislead consumers or prospective LA LIFE COACHES. Information provided by LA LIFE COACHES concerning the opportunity and/or participation of the LA LIFE COACH in the LA WEIGHT LOSS opportunity shall be accurate, complete, and not likely to mislead potential recruits. LA LIFE COACHES shall not make any factual representations to prospective LA LIFE COACH that cannot be verified or substantiated.

In particular, LA LIFE COACHES shall not misrepresent the rank of position they have achieved as an Independent LA LIFE COACH in the LA WEIGHT LOSS opportunity, examples of which include, but are not limited to: inclusion of a rank to which you have not achieved in advertising material, either written, verbal, or digital; use of titles that have not been bestowed pursuant to the LA WEIGHT LOSS compensation plan; or use of titles to denote corporate affiliation of some kind. LA LIFE COACHES may not display, in any manner for recruiting purposes or any other reason, their own or anyone else's commission checks or make specific income claims or representations.

5.32. Personal Promotions by LA LIFE COACHES.

LA LIFE COACHES who choose to run their own personal promotions are solely responsible for fulfilling any and all obligations created or implied by their promotion, including compliance with any applicable state promotions laws.

6. PURCHASE AND SALE OF PRODUCTS

6.1. No Purchase Required to Become a LA LIFE COACH

No product purchase is required to become a LA LIFE COACH.

6.2. Stockpiling Prohibited.

The success of LA WEIGHT LOSS depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are prohibited. LA WEIGHT LOSS strictly prohibits the purchase of products solely in an attempt to qualify for advancement in the Compensation Plan. Such purchases are considered “Bonus Buying.”

6.3. Inactive Promoter/Customer Accounts.

LA LIFE COACH or Customer accounts showing no purchases or other back office activity for ONE HUNDRED TWENTY (120) days following enrollment are subject to being administratively canceled by LA WEIGHT LOSS in its sole discretion.

6.4 Shipping Address.

LA WEIGHT LOSS will only accept street addresses for shipping purposes. Missing orders that are shipped and tracked will be replaced in a timely manner at the sole discretion of LA WEIGHT LOSS.

6.5 Credit Card Purchases.

Credit card purchases may only be made by the individual whose name and address is on the credit card. LA WEIGHT LOSS will report fraudulent transactions to the proper authorities.

Under no circumstances will any customer or LA LIFE COACH chargeback any credit card purchases. Any customer or LA LIFE COACH who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds and all fees associated with the chargeback are refunded to LA WEIGHT LOSS. Any amounts owed to LA WEIGHT LOSS for chargebacks or non-returned products will remain outstanding until LA WEIGHT LOSS or its third-party collection agency is able to collect such outstanding amounts plus fees. If an erroneous charge is applied to a customer or LA LIFE COACH'S credit card, the customer or LA LIFE COACH should immediately contact LA WEIGHT LOSS Support Department so that they can initiate an investigation and resolution.

6.6 Commission Adjustments.

Any upline Coach affected by returned products to LA WEIGHT LOSS will accordingly be subject to adjustments in his/her/its commissions, overrides and bonus accounts, personal volume, etc. based upon all commissions and bonuses paid on chargebacks or returned product.

Commissions and bonuses will not be paid on any recouped bad debt for chargebacks or payments for returned products.

6.8 Bonus Buying.

Bonus buying includes (1) the enrollment of an individual or entity as a LA LIFE COACH without their knowledge and acceptance of the LA LIFE COACHING AGREEMENT (2) the fraudulent enrollment of an individual or entity as a Customer; (3) the enrollment or attempted enrollment of non-existent individuals or entities as Customers or LA LIFE COACHES (phantom accounts); (4) the use of a credit card on behalf of a LA LIFE COACH or Customer when the LA LIFE COACH or Customer is not the account holder of such credit card; or (5) making multiple purchases in different accounts for the express purpose of earning additional commissions or benefiting from a promotion. Bonus buying constitutes a material breach of these Policies and Procedures and is strictly prohibited. Violators of this policy are subject to account suspension without pay, loss of bonuses or commissions, and possible termination of their LA LIFE COACHING AGREEMENT.

6.9 Payment Options.

Purchases may be paid by credit card or debit card only.

6.10 Timely Product and Material Delivery.

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

6.11 Special Orders.

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

6.12 Price Changes.

All LA WEIGHT LOSS products and literature prices are subject to change without prior notice.

6.13 Sales Tax.

LA WEIGHT LOSS may be required to collect and remit applicable state and/or local taxes, which may be due on the suggested retail price of those products and/or materials, which are subject to tax. The applicable rate of tax due is based upon the address to which the product and/or

sales material is to be delivered.

6.14 Retail Stores.

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

Distribution of products is not permitted through chain stores without the written consent of LA WEIGHT LOSS. LA WEIGHT LOSS determines chain stores to be any retail establishment with more than ten (10) separate locations.

6.15 Consignment.

In order to protect the LA WEIGHT LOSS business and the integrity of the Company, LA WEIGHT LOSS products may not be delivered to another party on consignment.

7. REFUND POLICY

7.1. Returns.

LA WEIGHT LOSS offers a 30 (thirty) day return policy on products to all Retail Customers. Refunds for unopened and undamaged products will be issued at the original purchase. Any costs associated with shipping & handling will not be refunded or reimbursed.

7.2. Return Process for Online Orders.

- a) Notify the LA WEIGHT LOSS Support Department of the pending return by creating a back office support ticket.
- b) Package the products you wish to return using proper shipping carton(s) and packing material based on the product(s) being returned. Include the original packing slip or a printed copy of your receipt.
- c) Ship the package to the following address using your choice of shipping method as long as a tracking number is available to:

6533 Sunset Drive

Glen Arbor, Mi 49636

- d) Provide the tracking number for your package to the LA WEIGHT LOSS Support Department. Once your return is received and processed, an appropriate refund will be issued within 10 business days.

7.3 Returns and Commissions.

If any compensation or benefit was paid or provided to a LA LIFE COACH and/or his/her/its upline on volume represented by returned Products, compensation and benefits related to such volume will be “claw-backed” and debited from all upline accounts.

7.4 Buyer’s Right to Cancel.

Each state, province and territory provides for cancellation rights. Promoters must comply with the buyer’s right to cancel applicable in each province and territory.

7.5 Promotional Products.

Returned orders containing promotional products will be refunded in accordance with our return policy less the retail price of the products should the buyer choose to keep them. Promotional products must be returned with the order to avoid the deduction of the retail price of the products from the eligible refund amount.

8. GENERAL PROVISIONS

8.1. Record Keeping.

LA WEIGHT LOSS encourages all of its COACHES to maintain complete and accurate records of their business transactions. LA WEIGHT LOSS may request records at its discretion relating to retail sales or other matters as described herein or as required by applicable law and each COACH shall provide such requested records to LA WEIGHT LOSS promptly following any such request.

8.2. Amendments.

The Company reserves the right to amend the Agreement at its sole discretion. Amendments shall be effective thirty (30) days after notice on LA WEIGHT LOSS corporate sites, but amended Policies shall not apply retroactively to conduct that occurred prior to the effective date of the Amendment. The continuation of a Coach’s business or a Coach’s acceptance of bonuses or commissions constitutes acceptance of any and all Amendments.

8.3. Non-Waiver Provisions.

Neither Party ever gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of the LA WEIGHT LOSS business. No failure of either Party to exercise any right or power under the Agreement or to insist upon strict compliance with any obligation or provision of the Agreement, and no custom or practice of the Parties at variance with the terms of the Agreement, will constitute a waiver of the Party’s right to

demand exact compliance with the Agreement. Waiver can only be effectuated in writing by an authorized officer of the Company or by the Coach or their authorized agent. Either Party's waiver of any particular breach will not affect or impair either Party's rights with respect to any subsequent breach, nor will it affect in any way the rights or obligations of any other Coach. In addition, no delay or omission by LA WEIGHT LOSS to exercise any right arising from a breach will affect or impair the Company's rights as to that or any subsequent breach. The existence of any claim or cause of action of a Party against the other will not constitute a defense to the enforcement of any term(s) or provision(s) of the Agreement.

8.4. Certain Residents Only.

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

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

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

8.6. Mandatory Arbitration and Dispute Resolution.

All disputes and claims between or among LA WEIGHT LOSS (including its employees, officers, directors, executives, and affiliates) and a COACH, which include but are not limited to, disputes and claims arising out of the Agreement, LA WEIGHT LOSS' products, the rights and obligations of a COACH of LA WEIGHT LOSS, the performance of either a COACH or LA WEIGHT LOSS under the Agreement, a COACH's purchase or consumption of LA WEIGHT LOSS' products, and all other claims against LA WEIGHT LOSS, shall be resolved by binding arbitration in Oakland County, Michigan (unless the parties to the arbitration mutually agree to an alternative

location) in accordance with the Federal Arbitration Act. Any such dispute(s) shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and the AAA Commercial Fee Schedule, and judgment on the award rendered by the arbitrator shall be final and binding and may be entered in any court having jurisdiction thereof. The parties understand and agree that all parties are waiving the right to a jury trial or a trial by a judge in a public court for such disputes and claims. For such arbitrations, there shall be one (1) arbitrator, an attorney at law, who shall have expertise in business law transactions or commercial / business disputes, preferably with knowledge about the direct selling industry, selected from a panel, which the American Arbitration Association provides. The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, validity, or enforceability of the arbitration agreement or to the arbitrability of any dispute, claim, or counterclaim.

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

Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees, except to the extent that such costs and expenses are independently available as a matter of law. Unless ordered otherwise by the arbitrator, the arbitrator's compensation will be split equally among the parties. Neither LA WEIGHT LOSS nor a COACH shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity. All claims and/or counterclaims brought in arbitration must be brought on an individual basis. The arbitration shall not be conducted on a class-wide, class action, collective action, or multiple complaining-party basis.

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

section 8.13, you consent to the personal jurisdiction of the courts in Oakland County, Texas.

The existence of any claim or cause of action of a COACH against LA WEIGHT LOSS whether predicated on the Agreement or otherwise, shall not constitute a defense to LA WEIGHT LOSS enforcement of the covenants and agreements contained herein.

The arbitration and all proceedings associated therein are private and confidential proceedings and not subject to any public right of access. The arbitrator shall have the authority to enter appropriate protective orders to preserve the confidentiality of the proceedings and information exchanged in discovery. The arbitrator shall have the authority, power, and jurisdiction to grant both legal and equitable relief, including temporary, preliminary, and permanent injunctive relief. At the request of any party, the arbitrator shall make and provide the parties written findings of fact and conclusion or law. This agreement to arbitration shall survive any termination or expiration of the Agreement.

If a party files an action to enforce any term of this agreement and prevails, the prevailing party will be entitled to recover its attorney's fees and its arbitration costs and fees.

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

8.7. No Liability.

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

8.8. Entire Agreement.

This LA LIFE COACHING Agreement (comprised of these Policies and Procedures and the Compensation Plan) as may exist or hereafter be amended, constitutes the entire agreement of

the parties regarding their relationship, the subject matter hereof and related hereto.

8.9. Severability.

In the event that any provision of this Agreement is for any reason, including by reason of any applicable statute or rule of law, held to be invalid, illegal, or unenforceable, such provision shall be severed from the Agreement, with the remaining terms of the Agreement surviving in full force and effect.

8.10. Limitation of Damages.

To the extent allowed by law, LA WEIGHT LOSS and its affiliates, officers, directors, employees and other Promoters shall not be liable for and each COACH hereby releases the foregoing from, and waives any claim for indirect, incidental, consequential, reliance or special damages, including damages from harm to business, lost profits, lost revenues or lost opportunities, which may arise out of any claim whatsoever relating to LA WEIGHT LOSS' performance, non-performance, act or omission with respect to the business relationship or other matter between the COACH and LA WEIGHT LOSS whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the COACH shall not exceed and is hereby expressly limited to the amount of unsold LA WEIGHT LOSS product owned by the Promoter, which was directly purchased from LA WEIGHT LOSS.

The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between LA WEIGHT LOSS, its subsidiaries, affiliates, employees, management, and leadership, on the one hand, and the other parties to this Agreement, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). The Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus, the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.

8.11. Indemnity Agreement.

Each and every COACH agrees to indemnify and hold harmless LA WEIGHT LOSS, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, arbitration or court costs and attorney's fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, the COACH'S (a) activities as a COACH; (b) breach of the terms of the LA LIFE COACHING Agreement or these Policies and Procedures; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

8.12. Force Majeure.

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

8.13. Governing Law, Jurisdiction and Venue.

The Promoter Agreement and these Policies and Procedures as well as any interpretation and enforcement issues, and all claims arising out of or relating to the Agreement, whether asserted in law or equity, contract-based, tort-based, or otherwise, and including substantive claims or defenses asserted within any arbitration proceeding, shall be governed by the laws of Michigan without regard to choice of law or conflicts of law principles. Procedural matters in any arbitration proceeding shall be governed by the Commercial Arbitration Rules of the American Arbitration Association rules ("the Rules"), except as such requirements may be specifically varied and modified by the terms set forth herein. You submit to the arbitral jurisdiction set forth therein and, with respect to any matters not determined by or subject to arbitration to the personal jurisdiction of the state within Oakland County Michigan and federal courts within Wayne County, Michigan. The institution of an action or proceeding by a Promoter against LA WEIGHT LOSS in another venue or forum in violation of this provision shall be a material breach of the Agreement causing LA WEIGHT LOSS irreparable harm, and the COACH agrees and stipulates that LA WEIGHT LOSS shall be entitled to temporary, preliminary, and permanent anti-suit injunctive relief to enforce this provision.

8.14. Notices.

Any notice or other written communication required under this Agreement shall be delivered personally, by e-mail or mail. Unless otherwise provided in the Agreement, such notice shall be deemed given when delivered personally or, if transmitted by e-mail, one (1) day after the date of such e-mail or, if mailed, five (5) days after the date of mailing to the address of LA WEIGHT LOSS principal place of business or to the Coach's address. Notice to a Coach will be mailed to his or her address or e-mail address of record with the Company. LA WEIGHT LOSS shall have the right, as an alternative method of notice, to use communications via the corporate websites or other normal channels of mass communications with its field of Coaches. This provision does not apply to notices of Amendments to the Policies, which are effective upon posting as described in Section 1.2. It is the sole responsibility of the Coach to maintain their correct address, e-mail address, phone number and other contact information on file with LA WEIGHT LOSS.

8.15. Non-Disparagement.

During the term of this Agreement and for a period of twenty-four (24) months following the date of termination, COACH agrees not to make any statements, written or verbal, or cause or

encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the Company, its reputation, products, practices, or conduct or its customers, COACHES, employees, directors and officers (Persons). COACH acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone publicly or in private. COACH further agrees to take no action which is intended to materially harm the Company or its Persons, or that would reasonably be expected to materially harm the reputation of the Company or its Persons, or which would reasonably be expected to lead to unwanted or unfavorable publicity for the Company or its Persons. The COACH agrees and acknowledges that this is a knowing, voluntary, and intelligent waiver of certain speech rights. The COACH understands and agrees that this Paragraph is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement, and that the Company and/or its Persons would be irreparably harmed by a violation of this provision.

8.16. Assignment.

Company may assign any or all of its rights or delegate any or all of its obligations herein to any successor, affiliate, related party, or any 3rd party that agrees to be bound by the terms of the Agreement. COACH may not assign any of her/his rights or delegate any obligations herein without the prior written consent of the Company.

8.17. Collection Authorization.

Each COACH agrees that, in order for LA WEIGHT LOSS to service his/her/its account or to collect any amount you may owe LA WEIGHT LOSS, unless otherwise prohibited by applicable law, LA WEIGHT LOSS or its designated third party collection agency are authorized to (i) contact you by telephone at the telephone number(s) in the contact account information you provided in your account details, including wireless telephone numbers, which could result in charges to you, (ii) contact you by sending text messages (message and data rates may apply) or emails, using any email address you provide and/or (iii) use methods of contact which may include using pre-recorded/voice message and/or use of an automatic dialing device, as applicable. Each COACH also agrees that if product he/she/it purchases is eligible to be returned to LA WEIGHT LOSS and is returned he/she/it may still be liable for service fees or chargeback fees assessed by LA WEIGHT LOSS or its third-party collection agency. You fully understand and agree that LA WEIGHT LOSS or its third-party collection agency may contact you as described above to collect amounts owed to LA WEIGHT LOSS.

8.18. Privacy Policy.

LA WEIGHT LOSS is committed to ensuring that your privacy is protected. LA WEIGHT LOSS' Privacy Policy governs the manner in which we collect, use, maintain and disclose information collected from users (each, a "User") of the WWW.LAWEIGHTLOSS.COM corporate website ("Site"). Should we ask you to provide certain information by which you can be identified when using the Site, you can be assured that it will only be used in accordance with our published privacy policy found at WWW.LAWEIGHTLOSS.COM. Our privacy policy applies to the Site and all products and services offered by LA WEIGHT LOSS. We may change our Privacy Policy from time to time by updating the Privacy Policy page on our Site. Please visit the page periodically

to review any updates or changes.

Agreed and accepted by:

Independent LA Life Coach (Print Name)

Independent LA Life Coach Signature

Date