

**ELOMIR, INC.**

**Statement of Policies &  
Procedures**

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## 1.0 **INTRODUCTION**

### 1.1 **Mutual Commitment Statement**

- a) **Elomir, Inc.**, (hereinafter referred to as “Elomir”) strives to develop a long-term and mutually rewarding relationship with its Brand Partners and Customers. In the spirit of mutual respect and understanding, Elomir is committed to:
- (i) Providing prompt, professional, and courteous service to its Brand Partners and Customers;
  - (ii) Providing the highest level of quality products, at fair and reasonable prices;
  - (iii) Exchanging or refunding the purchase price of any product, service, or membership as provided in Elomir’s return policies contained herein;
  - (iv) Delivering orders promptly and accurately;
  - (v) Paying commissions accurately and on a timely basis;
  - (vi) Expediting orders if an error or unreasonable delay occurs;
  - (vii) Maintaining a mutually beneficial Compensation Plan;
  - (viii) Implementing changes to the Compensation Plan or this Statement of Policies and Procedures (the “Policies and Procedures”) with input from Brand Partners and/or Customers (Note: such changes will be effective thirty (30) days after the date any such changes are published by Elomir)
  - (ix) Supporting, protecting, and defending the integrity of the Elomir Business Opportunity;
- b) In return, Elomir expects that its Brand Partners will:
- (i) Conduct themselves in a professional, honest, and considerate manner;
  - (ii) Present Elomir Corporate and Elomir product information in an accurate and professional manner;
  - (iii) Present the Compensation Plan and return and exchange policies in a complete and accurate manner;
  - (iv) Not make exaggerated income or product claims;
  - (v) Make reasonable effort(s) to support and train other Brand Partners and Customers in their downline;
  - (vi) Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;

- (vii) Provide positive guidance and training to Elomir Brand Partners and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Brand Partner is discouraged from providing cross-line training to other Brand Partners or Customers in a different Organization without first obtaining the consent of the Brand Partner's or Customer's upline leader;
- (viii) Support, protect, and defend the integrity of the Elomir business opportunity.

## 1.2 Code of Ethics

- a) Elomir desires to provide its independent Brand Partners with the best products and Compensation Plan in the industry. Accordingly, Elomir values constructive criticism and encourages the submission of written comments addressed to the Elomir Compliance Department.
- b) Brand Partner's negative and disparaging comments about Elomir, its products, these Policies, or Compensation Plan, made to Elomir, or to the field or at any Elomir meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other Brand Partners and Customers. Elomir Brand Partners must not belittle Elomir, fellow Elomir Brand Partners, Elomir products or services, the Compensation Plan, or any and all Elomir directors, officers, or employees, product suppliers, or agents. Such conduct represents a material breach of these Policies and Procedures and may result in suspension or termination of the offending Brand Partners Account.
- c) Elomir endorses the following code of ethics:
  - (i) An Elomir Brand Partner must show fairness, tolerance, and respect to all people associated with Elomir, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale, and community spirit.
  - (ii) A Brand Partner shall strive to resolve business issues, including conflicts or disagreements with Upline and/or downline Organization Brand Partners with tact, sensitivity, and goodwill, and taking care not to create additional conflict.
  - (iii) Elomir Brand Partners must be honest, responsible, professional, and conduct themselves with integrity.
  - (iv) Elomir Brand Partners shall not make disparaging statements about Elomir, other Brand Partners, Elomir employees, product suppliers or agents, products, services, sales, and marketing campaigns, or the Compensation Plan.
  - (v) Elomir Brand Partners shall not make statements that unreasonably offend, mislead or coerce others.
- d) Elomir may take appropriate action against a Brand Partner if it determines, in its sole discretion, that a Brand Partner's conduct is detrimental, disruptive, or injurious to Elomir or other Brand Partners.

### **1.3 The Brand Partner Agreement**

- a) Throughout these Policies & Procedures, when the term “Agreement” is used, it collectively refers to the most current version of the following along with any addendums or exhibits thereto: (i) Elomir Policies and Procedures; and (ii) Elomir Compensation Plan.
- b) It is the responsibility of the Sponsoring Brand Partner to provide the most current version of these Policies and Procedures (available on the Elomir website), the Income Disclosure Statement, the Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline Brand Partners. The Income Disclosure Statement is attached as Addendum 2 and is incorporated by reference for all purposes.

### **1.4 Amendments to the Brand Partner Agreement**

- a) Because federal, state, and local laws, as well as the business environment, periodically change, Elomir reserves the right to amend the Agreement as set forth on its website in its sole and absolute discretion. Notification of amendments shall appear in official Elomir materials, Elomir website, social media outlets, and/or Brand Partners’ back office.
- b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
  - (i) Posting on the official Elomir website;
  - (ii) Electronic mail (e-mail); or
  - (iii) Any Elomir communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or Elomir App).

## **2.0 BASIC PRINCIPLES**

### **2.1 Becoming an Elomir Brand Partner**

- a) To become a Brand Partner, an applicant must:
  - (i) Be of the age of majority (not a minor) in his or her state of residence;
  - (ii) Reside or have a valid address in the United States or U.S. territory in which Elomir is licensed to operate.
  - (iii) Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number (EIN));
  - (iv) Enter a verified mobile phone number, which is not in use or associated with any other Elomir accounts, which will be verified through a verification code sent to the applicant’s mobile phone number.



- (v) Acknowledge and agree to all communications sent by Elomir, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to “opt out” of these communications.

## **2.2 New Brand Partner Enrollment**

- a) A potential new Brand Partner may self-enroll on any Brand Partner/Sponsor’s website, subject to acceptance by Elomir of the applicant’s online enrollment confirming the applicant has agreed to all terms and conditions of the Brand Partner Agreement.
- b) Electronically submitted and/or signed documents, including, but not limited to, online submissions, automated credit card processing authorization documents, and the Brand Partner Agreement are legally binding contracts that must not be altered, tampered with, or changed in any manner after they have been signed and/or submitted. False or misleading information, forged signatures, or alterations to any document, including business registration forms, may lead to sanctions, up to and including involuntary termination of the offending Brand Partner’s Account.
- c) An applicant enrolling with Elomir must identify a Sponsor in the online enrollment process. If the applicant later enrolls and identifies a different Sponsor, Elomir will not accept the later enrollment. Elomir reserves the right, at its sole discretion, to make the final decision with respect to any disputes regarding Brand Partner enrollments and Sponsors

## **3.0 ELOMIR BRAND PARTNER RESPONSIBILITIES**

### **3.1 Correct Address**

- a) It is the responsibility of the Brand Partner or Customer to make sure Elomir has the correct shipping address before any orders are shipped.
- b) A Brand Partner and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by Elomir Support Team.

### **3.2 Training and Leadership**

- a) Sponsoring Brand Partners should have ongoing contact and communication with the Brand Partners in their downline Organizations. Examples of communication may include but are not limited to, newsletters, written correspondence, personal telephone calls, team conference calls, voicemail, e-mail, personal meetings, training sessions, events, workshops, and any other related functions.
- b) A Sponsoring Elomir Brand Partner should monitor the Brand Partners in his or her downline Organizations to ensure that downline Brand Partners do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, a Sponsoring Brand Partner must provide documented evidence to Elomir of his or her ongoing fulfillment of the responsibilities set forth in this Section 3.2.
- c) Up-line Brand Partners are encouraged to educate and train new Brand Partners about Elomir’s products and services, effective sales techniques, the Compensation Plan, along with compliance with these Policies and Procedures, and any and all social media

guidelines or any other guidelines issued by Elomir. Marketing product is a required activity in Elomir and must be emphasized in all Recruiting presentations.

- d) Use of Sales Aids. To promote Elomir products and the Elomir business opportunity, Brand Partners are encouraged to use the sales aids and support materials produced or expressly authorized by Elomir. Brand Partners may use and publish marketing materials they design only after such materials have been approved by Elomir. A Brand Partner's unauthorized use of sales aids or promotional materials, including but not limited to Internet advertising, social media marketing on Facebook, Instagram, and like, is a violation of these Policies and Procedures. Additionally, publishing marketing materials that violate any number of statutes or regulatory laws governing how Elomir's products or business opportunity may be marketed is a violation of these Policies and Procedures and may result in immediate termination of the publisher's Elomir Account. Any such violations could jeopardize the Elomir opportunity for all Brand Partners. Accordingly, Brand Partners must submit via email all sales aids, promotional materials, advertisements, websites, training material, flyers, along with any other literature to Elomir's Compliance Department for approval prior to use at [compliance@elomir.com](mailto:compliance@elomir.com). Unless the Brand Partner receives specific written approval to use the material(s), the request shall be deemed denied. All Brand Partners shall safeguard and promote the good reputation of Elomir and its products. The marketing and promotion of Elomir, the Elomir opportunity, the Compensation Plan, and Elomir products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

### **3.3 Sponsorship**

- a) The Sponsor is the person who introduces a Brand Partner or Customer to Elomir, helps them complete their enrollment, and supports and trains those in their downline.
- b) Elomir recognizes the Sponsor as the name shown on an applicant's first enrollment submission to Elomir.
- c) An applicant may not enroll with Elomir as a Brand Partner without personally accepting and agreeing to the terms and conditions of the Elomir Agreement.
- d) Elomir recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Elomir will not allow Brand Partners to engage in unethical sponsoring activities.
- e) All active Brand Partners in good standing have the right to Sponsor and enroll others into Elomir. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Brand Partner will approach the same prospect. In this scenario, the new prospect should be Sponsored by the first Brand Partner who presented a comprehensive introduction to Elomir products or business opportunity.
- f) In the event of a dispute regarding Sponsorship, Elomir reserves the right to designate a prospect's Sponsor and all such determinations are final.

### **3.4 Unethical Sponsoring**

- a) Unethical sponsoring activities include, but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new Brand Partner away

from a fellow Brand Partner or influencing another Brand Partner to transfer to a different sponsor.

- b) Allegations of unethical sponsoring must be reported in writing to the Elomir Compliance Department within the first 30 days of the new Brand Partner enrollment in question. If the reports are substantiated, Elomir may transfer the Brand Partner or the Brand Partner's downline to another Sponsor or Organization without approval from the current up-line Sponsor. Elomir remains the final authority in such cases.
- c) Elomir prohibits the unauthorized manipulation of the Elomir Compensation Plan and/or marketing plan to trigger commissions or cause the promotion of a downline Brand Partner in an unearned manner (hereinafter, "Stacking."). For example, Stacking occurs when a Sponsor places Brand Partner(s) under an inactive downline without the Brand Partner's knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense that may result in immediate termination of Accounts of all Brand Partners, individuals, and/or entities found to be involved.
- d) Any Brand Partner who solicits or entices members of another direct sales Elomir to sell or distribute Elomir products and services bears the risk of being sued by the other direct sales Elomir. If any lawsuit, arbitration, or mediation is brought against a Brand Partner alleging that they engaged in inappropriate Recruiting of another Elomir's sales force or customers, Elomir will not pay any of the Brand Partner's defense costs or legal fees, nor will Elomir indemnify the Brand Partner for any judgment, award, or settlement.

### **3.5 Cross Sponsoring Prohibition**

- a) "Cross sponsoring" is defined as the enrollment into a different Line of Sponsorship of an individual, or Business Entity, that was already previously enrolled as a Brand Partner. Actual or attempted Cross Sponsoring is strictly prohibited and may result in termination of the offending Brand Partner's Account.
- b) Enrollment through use of a Spouse or relative's name, trade name, assumed name, Business Entity, or fictitious identification of any kind to evade or circumvent this Cross Sponsoring Policy is strictly prohibited.
- c) This Policy does not prohibit the transfer of an Elomir Account and business in accordance with the Transfer of Sale or Transfer Policy set forth in these Policies.

### **3.6 Solicitation for Other Companies or Products**

- a) An Elomir Brand Partner and/or Customer may participate in other direct sales, multilevel, network marketing, or relationship marketing businesses or marketing opportunities. However, during the Term of this Agreement and for six (6) months thereafter, an Elomir Brand Partner may not recruit any fellow Elomir Brand Partner or Customer for any other direct sales or network marketing business, unless that fellow Brand Partner or Customer was personally sponsored by such Brand Partner.
- b) The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, another Brand Partner, or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents

recruiting even if the Brand Partner's actions are in response to an inquiry made by another Brand Partner or Customer.

- c) A Brand Partner may sell other products or services to the Elomir Customers and Brand Partners that they personally sponsored.
- d) A Brand Partner may not display or bundle Elomir products or services, in sales literature, on a website, or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Brand Partner into believing there is a relationship between the Elomir and non-Elomir products and services.
- e) An Elomir Brand Partner may not offer any non-Elomir opportunity, products, or services at any Elomir-related meeting, live or virtual, event, on an Elomir Corporate Platform, seminar, or convention that other Elomir Brand Partners or Customers are known to be attending, or immediately following an Elomir event.
- f) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Elomir and its Brand Partners and would inflict irreparable harm on Elomir. In such event, Elomir may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Brand Partner or such Brand Partner's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond in addition to any other legal remedies to which Elomir may be entitled.

#### **4.0 AGREEMENTS & GENERAL UNDERSTANDINGS**

##### **4.1 Rights Granted**

- a) Elomir hereby grants to the Brand Partner a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
  - (i) Purchase Elomir products and services;
  - (ii) Promote and sell Elomir products and services; and
  - (iii) Sponsor new Brand Partners and Customers in countries where Elomir is currently authorized to do business or becomes authorized to do business in the future.
- b) No feature of the Compensation Plan constitutes a personal purchase requirement to become a Brand Partner, move up in rank, or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as a Brand Partner.

##### **4.2 Elomir Account Renewals and Termination of the Brand Partner's Elomir Account Due to Nonpayment of the Annual Membership Renewal Fee.**

- a) A Brand Partner must pay a membership fee upon enrolling with Elomir and a membership renewal fee on an annual basis thereafter. If a Brand Partner fails to pay the annual membership renewal fee within sixty (60) days of when it is due, the Brand Partner's Account will be terminated and the Brand Partner will lose any and all rights to the Account downline Organization, and any commissions and/or bonuses associated therewith. The

Brand Partner shall not be eligible to re-enroll with Elomir as a Brand Partner for six (6) months following termination of the Account. Upon termination of the Account, the downline Organization will roll up to the immediate, active Upline Sponsor.

- b) If a Brand Partner pays the membership renewal fee after it is due but within the sixty (60) day grace period set forth in Section 4.2(a) above, the Brand Partner will resume the rank and positions held immediately prior to the membership renewal fee due date. However, such Brand Partner's paid as level will not be restored unless that Brand Partner qualifies at that level in the new month. The Brand Partner is not eligible to receive commissions or bonuses for any part of the sixty (60) day grace period that the annual membership renewal fee is unpaid.

#### **4.3 Effect of Termination**

- a) Following voluntary or involuntary termination of a Brand Partner's Elomir Account (collectively, "termination") such Brand Partner:
  - (i) Shall have no right, title, claim, or interest to any commission or bonus from the sales generated by the Brand Partner's former Organization or any other payments in association with the Brand Partner's terminated Account;
  - (ii) Effectively waives any and all claims to property rights or any interest in or to the Brand Partner's former Downline Organization; and
  - (iii) Shall receive commissions and bonuses only for the last full pay period in which the Brand Partner was active prior to termination, less any amounts withheld during an investigation preceding an involuntary termination, and less any other amounts owed to Elomir.

#### **4.4 Modifying a Brand Partner's Elomir Account**

- a) A Brand Partner may modify his or her existing Elomir Account to add a Spouse or partner to the Brand Partner's Account or change the form of ownership from an individual to a Business Entity by submitting a written request to Elomir's Support Department to make such modification.

#### **4.5 Unauthorized Transfer & Re-Enrollment**

- a) In the event a Brand Partner discovers that a Brand Partner in their downline has re-enrolled under a different Brand Partner, the Brand Partner has thirty (30) days from the date the downline Brand Partner enrolled under a new Brand Partner to notify the Elomir Compliance department and request the downline Brand Partner be transferred back to his/her downline. Upon the expiration of the thirty (30) day notice period, the right to re-claim a new Brand Partner to his or her downline will be waived.

#### **4.6 Change of Sponsors for Brand Partners**

- a) Sponsor changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the Sponsor as well as the Brand Partner to be moved and in some cases the Upline Brand Partner.

- b) Sponsor changes are generally not permitted. However, sponsor corrections can be made if they are reported to the Support Department within seventy-two (72) hours from the time of enrollment. Sponsor corrections must be requested from the Brand Partner's back office of the current (original) Sponsor, stating the reason that the correction needs to be made.
- c) At the discretion of Elomir, Brand Partners who have not ordered products or services for at least twelve (12) months, and whose Account has not been terminated, are eligible to re-enroll in Elomir under the Sponsor of their choice.
- d) When a former Brand Partner re-enrolls with Elomir, Elomir will "compress" (close) the Brand Partner's original Account, and a new Elomir User ID number will be issued to the Brand Partner. In this scenario, a Brand Partner does not retain former rank, downline Organization, or rights to commissions from the Brand Partner's former Elomir business or Account.
- e) Elomir reserves the right to correct Sponsor errors at any time and in whatever manner it deems necessary in its sole discretion.

#### **4.7 Change Organizations**

- a) If a Brand Partner wishes to change Organizations within Elomir, he or she must submit a notice of voluntary termination to the Elomir Customer Support Department in accordance with Section 4.8 (below), and remain inactive (place no orders, or be on an auto-ship) with or in Elomir for six (6) months from the receipt of the notice before being eligible to re-enroll under a different Sponsor.
- b) Elomir retains the right to approve or deny any request to re-enroll after a Brand Partner's termination. Brand Partners within the same downline Organization simultaneously submitting notices of voluntary termination to transfer Organization in accordance with Section 4.7(a) will be deemed an abuse of these Policies.
- c) If re-enrollment is approved, the former Brand Partner will be issued a new Elomir User ID after accepting and agreeing to the terms of the Brand Partner Agreement in effect at that time. The re-enrolled Brand Partner will not be entitled to keep any former rank, downline, or rights to commissions associated with the Brand Partner's prior Elomir User ID/Account.

#### **4.8 Placement Lounge**

- a) When you personally enroll Brand Partners, they are automatically placed in your Placement Lounge for up to forty-eight (48) hours.
- b) Brand Partner has up to forty-eight (48) hours to place the new Brand Partner into an open position in their placement tree. Upon the expiration of the forty-eight (48) hours, this option expires indefinitely. Once the Brand Partner in your Placement Lounge has been placed, they cannot be moved again.

#### **4.9 Voluntary Termination**

- a) A Brand Partner may immediately terminate his or her Account and Elomir business associate therewith by submitting a written notice via email to the Elomir Support Department at [support@elomir.com](mailto:support@elomir.com). The written notice must include the following:
  - (i) Statement of the Brand Partner's intent to terminate the Account;
  - (ii) Date of termination;
  - (iii) Brand Partner's Elomir User ID;
  - (iv) Reason(s) for terminating the Account, and
  - (v) Brand Partner's signature.
- b) A Brand Partner may not use voluntary termination as a way to immediately change Sponsors. A Brand Partner who has voluntarily terminated an Account is not eligible to re-enroll with Elomir or have any financial interest in a or any Elomir business for six (6) months from the receipt of the written notice of termination. A terminated Brand Partner who promotes Elomir products or services during the six (6) month waiting period by using another Brand Partner's or Customer's referral code is in violation of the provision and shall not be permitted to re-enroll until six (6) months following any such offending conduct has ceased.

#### **4.10 Involuntary Termination**

- a) Elomir reserves the right to terminate a Brand Partner's position for, but not limited to, the following reasons:
  - (i) Violation of any provision of the Brand Partner Agreement;
  - (ii) Violation of any applicable law, ordinance, or regulation related to the Brand Partner's Elomir business;
  - (iii) Engaging in unethical business practices or violating standards of fair dealing; or
  - (iv) Returning over \$500 worth of Elomir products, services, and/or sales tools for a refund within a twelve (12) month period.
- b) Elomir will notify the Brand Partner in writing via email certified mail, return receipt requested, or overnight documented mail, at the Brand Partner's last known address of Elomir's intent to terminate the Brand Partner's position and the reasons for termination. The involuntary termination will be effective date as of the written notice.
- c) The former Brand Partner shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Elomir products or services. Elomir will notify the active Upline Sponsor within ten (10) days after termination. The Organization of the terminated Brand Partner will "roll up" to the active Upline Sponsor on record.

- d) The Brand Partner who is involuntarily terminated by Elomir may not re-enroll as a Brand Partner, either under his or her present name or any other name or Business Entity, without the express written consent of an officer of Elomir, following a review by the Elomir Compliance Committee. If such consent is granted, the Brand Partner may not re-enroll as a Brand Partner for twelve (12) months following the date of termination.

## **5.0 BUSINESS ENTITIES**

### **5.1 Definition**

- a) A corporation, partnership, limited liability company, or trust (collectively, a “Business Entity”) may apply to be an Elomir Brand Partner.
- b) An Elomir Brand Partner may change their status under the same Sponsor from an individual to a Business Entity in accordance with Section 4.4 of these Policies.

### **5.2 Indemnification for Actions**

- a) A Brand Partner is fully responsible for all of his or her verbal and written communications made regarding Elomir products, services, and the Compensation Plan that are not expressly contained within official Elomir materials. Brand Partners shall indemnify and hold harmless Elomir, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by Elomir as a result of the Brand Partner’s unauthorized representations or actions. This provision shall survive the termination of the Elomir Brand Partner Agreement and an Elomir Account.

### **5.3 Insurance**

- a) Elomir encourages Brand Partners to obtain insurance coverage for their Elomir business. A homeowner’s insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Brand Partners should contact their insurance agent to make certain their business property is protected. In many instances, this may be accomplished with a “Business Pursuit” endorsement to an existing homeowner’s policy.

## **6.0 POLICY VIOLATIONS**

### **6.1 Reporting Policy Violation**

- a) A Brand Partner who observes a violation of these Policies and Procedures by another Brand Partner or Customer should submit any such violation(s) to the Elomir Compliance Department via email to [compliance@elomir.com](mailto:compliance@elomir.com). The email should include:
  - (i) The nature of the violation(s);
  - (ii) Specific facts to support the allegations;
  - (iii) Dates;
  - (iv) Number of occurrences;



- (v) Persons involved; and
  - (vi) Supporting documentation.
- b) The Compliance Department will investigate the reported violations(s) and Elomir will take appropriate action if warranted.

## **6.2 Adherence to the Elomir Compensation Plan**

- a) A Brand Partner must adhere to the terms of the Elomir Compensation Plan.
- b) A Brand Partner shall not offer the Elomir opportunity through or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official Elomir Literature.
- c) A Brand Partner shall not require or encourage a current or prospective Brand Partner to participate in Elomir in any manner that varies from the Compensation Plan as set forth in official Elomir literature.
- d) A Brand Partner shall not require or encourage a current or prospective Brand Partner to make a purchase from or payment to any individual or other entity as a condition to participating in the Elomir Compensation Plan.

## **6.3 Adherence to Laws and Ordinances**

- a) Many cities, counties, and townships have laws regulating certain home-based businesses. Brand Partners and Customers shall comply with all federal, state, and local laws, ordinances, and regulations in conducting his or her Elomir business.
- b) A Brand Partner understands and agrees that he/she/it is solely responsible for any and all fines and liabilities incurred as a result of the Brand Partner's or Customer's violation(s) of applicable laws, regulations, and/or ordinances.

## **6.4 Compliance with Applicable Income Tax Laws**

- a) A Brand Partner accepts sole responsibility for and agrees to pay all federal, state, provincial, and local taxes on any income generated as a Brand Partner, and further agrees to indemnify Elomir from any failure to pay such taxes when due. Elomir encourages Brand Partners to consult with his/her/its tax advisor(s) to ensure they are compliant with all applicable laws and understand the tax consequences of an Elomir business
- b) If a Brand Partner's business is tax-exempt, the Federal Tax-ID (EIN) must be provided to Elomir in writing along with any additional documentation requested reflecting such status.
- c) Elomir is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes, or awards in the amount of \$600.00 or more.

## **6.5 One Elomir Business Per Brand Partner**

- a) A Brand Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Elomir Account. No individual (together with their spouse) may have, operate or receive compensation from more than one Elomir Account and business associate therewith. Individuals of the same Family Unit, excluding spouses, may each enter into or have an interest in their own separate Elomir Account, only if each subsequent family position is placed frontline to the first family member enrolled. Each position must build their position separate and independent of the other or the position will be deemed to be stacking.

## **6.6 Actions of Household Members or Affiliated Parties**

- a) If any member of a Brand Partner's immediate household engages in any activity which, if performed by the Brand Partner, would violate any provision of the Brand Partner Agreement, such activity will be deemed a violation by the Brand Partner and Elomir may take disciplinary action pursuant to these Policies and Procedures against the Brand Partner. Likewise, if a Brand Partner is a Business Entity, any owner, member, officer, and/or affiliate of that Business Entity shall be personally and individually bound to and must comply with, the Brand Partner Agreement.

## **6.7 Identification Numbers and Pay-Out**

- a) Each Brand Partner is required to provide a Social Security Number or Federal Tax ID if located in the United States or any of its territories to Elomir at the time the Brand Partner initiates a transfer of funds or earnings accumulated in the Brand Partners Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a "Pay-Out" and Elomir reserves the right to withhold Pay-Out from any Brand Partner who fails to provide a valid Social Security Number or Federal Tax-ID (EIN) or who provides false information.
- b) Upon enrollment, Elomir will provide an Elomir User ID to the Brand Partner. This number will be used to place orders, structure Organizations, and track commissions and bonuses.

## **6.8 Sell, Assign, or Delegate Ownership**

- a) In order to preserve the integrity of the hierarchical structure, it is necessary for Elomir to place restrictions on the transfer, assignment, or sale of a Brand Partner's Elomir Account and business associated therewith.
- b) A Brand Partner may not sell, assign, or transfer his or her rights or delegate his or her Account as a Brand Partner without Elomir's prior written approval, which will not be unreasonably withheld. All parties involved in any transaction described in Section 6.8 must be in good standing with Elomir to be eligible for any proposed sale, assignment, or transfer. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Elomir.
- c) Any approved buyer/assignee/transferee shall assume the position of the Brand Partner at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Brand Partner's downline Organization.

- d) To the sale, transfer, or assignment of an Elomir position, a Brand Partner must request a “Sale/Transfer of Position Form” from Elomir’s Support Department and submit the following items to Elomir’s Compliance Department:
  - (i) a fully executed, dated, and properly completed Elomir Sale/Transfer of Position Form;
  - (ii) a fully executed, dated, and notarized agreement between the Brand Partner and the proposed buyer/transferee/assignee; and.
  - (iii) any additional supporting documentation requested by Elomir.
- e) Any debt obligations that any party involved in the proposed transaction may have with Elomir must be satisfied in full prior to the approval of the sale, transfer, or assignment
- f) A Brand Partner who sells, transfers, or assigns his/her/ Elomir’s position is not eligible to re-enroll as an Elomir Brand Partner in any organization for six (6) full calendar months following the date of the sale, transfer, or assignment except as otherwise expressly permitted by these Policies and Procedures.

## **6.9 Separating an Elomir Business**

- a) Pending a divorce or dissolution of a Business Entity, the parties must adopt one of the following methods of operation:
  - (i) One of the parties may, with the written consent of the other(s), operate the Elomir business whereby the relinquishing Spouse, shareholder, partner, member, or trustee (“Relinquishing Party”) authorize Elomir to deal directly and solely with the non-Relinquishing Party.
  - (ii) The parties may continue to operate the Elomir business jointly on a “business as usual” basis. All compensation paid by Elomir will be paid into the Individual(s) or Business Entity named as the Brand Partner on the Account and the Brand Partner shall indemnify Elomir from any and all claims of any other party with respect to the Elomir business and Account and any payment(s) made in connection therewith.
- b) Elomir recognizes only one downline Organization and will issue only one commission payment transfer per Elomir Account per commission cycle. Under no circumstances will the downline of an Organization be divided, nor will Elomir split commissions and/or bonuses.
- c) If a Relinquishing Party, has completely relinquished, in writing, all rights to the original Elomir business and Account, the Relinquishing Party may immediately thereafter re-enroll under the Sponsor of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Brand Partner or active Customer in the former Organization and must develop a new business in the same manner as any other new Elomir Brand Partner. A Brand Partner in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new Organization or to any other Organization must comply with the requirements in Section 4.0.

## 6.10 Succession

- a) The Brand Partner Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- b) Upon the death or incapacity of a Brand Partner, the Brand Partner's business may be passed on to his or her legal successors in interest ("Successor"). Whenever an Elomir business is transferred by a will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Brand Partner's Sales Organization. The Successor must:
  - (i) Accept and agree to all the terms of the Brand Partner Agreement;
  - (ii) Comply with the terms and provisions of the Brand Partner Agreement; and
  - (iii) Meet all of the qualifications for the last rank achieved by the former Brand Partner.
- c) Any bonus and commissions transferred pursuant to this section will be paid in a single transfer to the successor. The successor must provide Elomir with an "address of record" to which all bonus and commission Pay-Out will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- d) If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a Federal Tax ID (EIN). Elomir will issue all bonus and commission payments to the managing Business Entity only.
- e) Appropriate legal documentation must be submitted to Elomir Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of an Elomir business, the Successor must provide the following to Elomir Compliance Department:
  - (i) A certified copy of the death certificate; and
  - (ii) A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Elomir business.
- f) To complete a transfer of the Elomir business because of incapacity, the Successor must provide the following to the Elomir Compliance Department:
  - (i) A notarized copy of an appointment as trustee;
  - (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Elomir business; and
  - (iii) A Brand Partner Agreement accepted and agreed to by the trustee in writing.
- g) If the Successor is already an existing Brand Partner, Elomir will allow such Brand Partner to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Brand Partner must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.

- h) If the Successor wishes to terminate the Elomir position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- i) Upon written request, Elomir may grant a one (1) month bereavement waiver and payout at the last “paid as” rank.

## **7.0 DISCIPLINARY ACTIONS**

### **7.1 Imposition of Disciplinary Action - Purpose**

- a) It is the spirit of Elomir that integrity and fairness should pervade among its Brand Partners, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Elomir reserves the right to impose disciplinary sanctions at any time, when it has determined that a Brand Partner has violated the Brand Partner Agreement, as may be amended from time to time by Elomir in accordance herewith.

### **7.2 Consequences and Remedies of Breach**

- a) Disciplinary actions may include one or more of the following:
  - (i) Monitoring a Brand Partner’s conduct over a specified period of time to assure compliance;
  - (ii) Alerting the Brand Partner’s Upline so that the Upline may further educate Brand Partners and/or take proactive action to protect the Elomir community from cross-Recruiting, disparagement, etc.;
  - (iii) Issuance of a written warning or requiring the Brand Partner to take immediate corrective action;
  - (iv) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments (“Commission Hold”) until the matter causing the Commission Hold is resolved or until Elomir receives adequate additional assurances from the Brand Partner to ensure future compliance;
  - (v) Suspension from participation in Elomir or Brand Partner events, rewards, or recognition;
  - (vi) Suspension of the Brand Partner’s Account and position for one or more pay periods;
  - (vii) Involuntary termination of the Brand Partner’s Account and position;
  - (viii) Any other measure which Elomir deems feasible and appropriate to justly resolve injuries caused by the Brand Partner’s violation(s); or
  - (ix) Legal proceedings for monetary or equitable relief.

### 7.3 Suspension Procedures

- a) First Violation: Counseling and initial warning letter. A first violation usually occurs because the Brand Partner is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Brand Partner the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance Department will also describe expectations and steps the Brand Partner must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to the 2nd Violation notice described below.
- b) Second Violation: Second warning letter and temporary suspension. Although it is hoped that the Brand Partner will promptly correct the violation(s), Elomir recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a suspension of the Brand Partner's account. During the suspension period, the Brand Partner waives any and all rights to Pay-Out of any bonuses or commissions and must submit a signed reinstatement letter wherein the Brand Partner acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by Elomir, the suspension will be lifted, and the Brand Partner will be able to request a Pay-Out. The Brand Partner may be subject to additional discipline up to and including termination if the violation is not cured or further violation(s) occur.
- c) Third Violation: Suspension and final written warning. Repeated violation(s) of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Brand Partner and forfeiture of commissions and bonuses associated with the offending Brand Partner's Account. The final written warning letter will include notification of such suspension, action needed to cure the violations(s), and an indication that if the Brand Partner violates the Policies and Procedures again, the Brand Partner will be terminated immediately.
- d) Fourth Violation: Termination. As described above, Elomir will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning, and suspension and commissions forfeiture before proceeding to termination of the Brand Partner's Account. Elomir will notify the Brand Partner in writing if/when the Account is terminated.
- e) Elomir reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, the Brand Partner may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

## 8.0 DISPUTE RESOLUTION

### 8.1 Grievances Against Another Brand Partner

- a) If an Elomir Brand Partner has a grievance or complaint against another Brand Partner regarding any practice or conduct relating to their respective Elomir businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Elomir Compliance Department as outlined below in this Section.
- b) The Elomir Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Brand Partners involved.
- c) Elomir will confine its involvement to disputes regarding Elomir business matters only. Elomir will not decide issues that involve personality conflicts or unprofessional conduct by or between Brand Partners outside the context of an Elomir business. These issues go beyond the scope of Elomir and may not be used to justify a Sponsor change or a transfer to another Elomir Organization.
- d) Elomir does not consider, enforce, or mediate third-party agreements between Brand Partners, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- e) Process for Grievances:
  - (i) The Brand Partner should submit a letter of complaint via email directly to the Elomir Compliance Department at [compliance@elomir.com](mailto:compliance@elomir.com). The letter shall set forth the details of the incident as follows:
    - A. The nature of the violation;
    - B. Specific facts to support the allegations;
    - C. Dates;
    - D. Number of occurrences;
    - E. Persons involved; and
    - F. Supporting documentation.
  - (ii) Upon receipt of the written complaint, Elomir will conduct an investigation according to the following procedures:
    - A. The Compliance Department will send an acknowledgment of receipt to the complaining Brand Partner;
    - B. The Compliance Department will provide a verbal or written notice of the allegation to the Brand Partner under investigation. If a written notice is sent to the Brand Partner, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by Elomir.

- C. The Elomir Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
- D. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Brand Partner calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- f) Elomir will make a final decision and timely notify the Elomir Brand Partners involved.

## **8.2 Mediation Disputes Between a Brand Partner and Elomir**

- a) Brand Partner and Elomir (collectively “the Parties”) recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Mediation of a dispute may allow the parties to avoid the cost and inconvenience of litigation in court.
- b) The Parties should exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the mediator in a separate communication.
- c) The mediator shall not be a legal representative of any party.
- d) Unless otherwise agreed to by the Parties, the mediation shall take place in Collin County, Texas, on a date that is mutually agreeable among the Parties and mediator. Participation in the mediation by telephone will be permitted to prevent inconvenience to a party.
- e) The mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (pro se).
- f) Mediation sessions and related mediation communications are private proceedings. For this reason, only the Parties and their legal representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the mediator.
- g) Each Party will pay its own costs and expense of the mediation unless the Parties agree otherwise.
- h) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.
- i) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation pursuant to the Agreement.



### **8.3 Severability**

- a) If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

### **8.4 Waiver**

- a) Only an officer of Elomir can, in writing, affect a waiver of these Policies and Procedures. Elomir's waiver of any particular breach by a Brand Partner shall not affect Elomir's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Brand Partner.
- b) The existence of any claim or cause of action of a Brand Partner against Elomir shall not constitute a defense to Elomir's enforcement of any term or provision of these Policies and Procedures.

### **8.5 Governing Law**

- a) The Parties agree that jurisdiction and venue of any controversy or claim arising from the Brand Partner Agreement or between Elomir and Brand Partner shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Brand Partner Agreement or between Elomir and Brand Partner, without regard for any provisions regarding choice of law.

### **8.6 Class Action Waiver**

- a) The parties expressly intend and agree that:
  - (i) Class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any court or arbitration; and
  - (ii) The parties will only submit their own, individual claims in any court or arbitration and will not seek to represent the interests of any other person.
- b) The court or arbitrator is not empowered to consolidate claims of different individuals into one proceeding, to hear any litigation or arbitration as a class action.
- c) As an Elomir Brand Partner and/or Customer, I agree that I will not assert class or collective action claims against Elomir in arbitration, court, or otherwise, nor will I join or serve as a member of a class or collective action in arbitration, court, or otherwise.
- d) As a Brand Partner and/or Customer, I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or the Elomir.

## **9.0 PAYMENT OF COMMISSIONS & BONUSES**

### **9.1 Bonus and Commission Qualifications**

- a) A Brand Partner must be active and in compliance with the Brand Partner Agreement and all Elomir-issued guidelines and policies implemented to qualify for bonuses and commissions. So long as a Brand Partner complies with the terms and conditions set forth in the Brand Partner Agreement, Elomir shall pay commissions to such Brand Partner in accordance with the Compensation Plan and any amendments thereto.
- b) Elomir will not issue a payment in any form to a Brand Partner without the receipt of a Brand Partner's annual membership and renewal membership fee and completed electronic enrollment as an Elomir Brand Partner, including the Brand Partner's acceptance and agreement to the Brand Partner Agreement.
- c) Elomir reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.

### **9.2 Computation of Commissions and Discrepancies**

- a) In order to qualify to receive commissions and/or bonuses, a Brand Partner must be in good standing and comply with the terms of the Brand Partner Agreement. Commissions, bonuses, overrides, and achievement levels are calculated on a daily, monthly, or yearly basis.
- b) An Elomir Brand Partner must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- c) For additional information on payment of commissions, please review the Compensation Plan.
- d) Elomir reserves the right, in its sole discretion, to modify or amend the terms or conditions of any Bonus or Bonus Pool. Furthermore, Elomir may amortize the payment of proceeds from a Bonus or Bonus Pool.

### **9.3 Adjustments to Bonuses and Commissions for Returned Products or Brand Partners Memberships**

- a) A Brand Partner receives bonuses and commissions based on the actual sales of Elomir products and services to end consumers and to Brand Partners through product and service purchases. When a product or service is returned to Elomir for a refund from the end consumer or by a Brand Partner, the bonuses and commissions attributable to the returned product or service will be deducted from the Brand Partner who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- b) In the event that a Brand Partner terminates his or her Elomir Account, and the amounts of the bonuses or commissions attributable to the returned products or services have not

yet been fully recovered by Elomir, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Elomir to the terminated Brand Partner.

## **10.0 ORDERING PRODUCT**

### **10.1 General Product Ordering Policies**

- a) "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or Business Entity as a Brand Partner or Customer without their knowledge or consent; (b) the fraudulent enrollment of an individual or Business Entity as a Brand Partner or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Brand Partners or Customers ("phantoms"); (d) purchasing Elomir products or services on behalf of another Brand Partner or Customer, or under another Brand Partner's or Customer's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or Auto Ships that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.
- b) Elomir requires that Brand Partners use their own credit cards and not allow others to use them. A Brand Partner shall not use another Brand Partner's or Customer's credit card or debit account to enroll in Elomir or purchase products, services, or Auto-Ship.
- c) Regarding an order with an invalid or incorrect payment, Elomir will attempt to contact the Brand Partner by phone, mail, and/or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled.
- d) Prices are subject to change without notice.
- e) A Brand Partner or Customer who is a recipient of a damaged or incorrect order must notify Elomir within thirty (30) calendar days from receipt of the order and follow the steps as set forth in these Policies and Procedures, along with the Return/Exchange Policies and any other guidelines pertaining to product returns and exchanges.

### **10.2 Sales to Customers**

- a) Sales to retail Customers may be done directly through a Brand Partner's replicated website or directly using product that Elomir has in inventory.
- b) Brand Partners will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation.
- c) When making a sale to an end Customer, a Brand Partner must provide him/her with an official Elomir retail receipt at or prior to the time of the initial sale and every sale thereafter. Brand Partners will need to customize the template with his/her personal information. If the customer exercises the right to cancel the sale, the Brand Partner shall follow the refund procedures described in this section.

- d) The Customer should return all unused product to Elomir. These sales receipts set forth the consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the end Customer receives a copy of the receipt or invoice.

### 10.3 Insufficient Funds

- a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- b) Any outstanding balance owed to Elomir by a Brand Partner or Customer of a Brand Partner from NSF (non-sufficient funds) or insufficient fund ("ACH") fees, will be withheld by Elomir from that Brand Partner's future bonus and commission funds.
- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Brand Partner, constitute grounds for disciplinary sanctions or termination of the account.
- d) If a credit card order or automatic debit is declined the first time, the Customer or Brand Partner will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Brand Partner may be deemed ineligible to purchase Elomir products or services or participate in the monthly Auto-Ship. **Note: Participation by Brand Partners in Elomir's monthly auto-ship, which is a recurring product order program, is entirely optional, and is not required in order to become a Brand Partner, move up in rank, or otherwise, fully participate in the Rewards Program.**

### 10.4 Credit Card Purchases

- a) Credit card purchases may only be made by the individual or Business Entity whose name and address are on the credit card. A Brand Partner or Customer may not use another individual's or Business Entity's credit card to purchase Elomir products (regardless of whether that Brand Partner/Customer has permission from that individual/entity to do so). Elomir considers such transactions fraudulent and will report them to the proper authorities for settlement.
- b) Under no circumstance will any Brand Partner or Customer charge back any credit card purchases. The Brand Partner Account associated with any credit card chargeback request will be terminated immediately without notice to the Brand Partner or Customer.
- c) All Brand Partner or Customer requests for refunds or returns must be done in accordance with these Policies.

### 10.5 Sales Tax Obligation

- a) Brand Partners shall comply with all federal and local taxes and regulations governing the sale of Elomir products and services.
- b) Elomir will collect and remit sales tax on all Brand Partner and Customer orders. When orders are placed with Elomir, sales tax is prepaid based upon the suggested retail price and remitted to the appropriate state and local jurisdictions. Brand Partners may recover

the sales tax when he or she makes a sale. Brand Partners are responsible for any additional sales taxes due on products marked up and sold at a higher price.

- c) Elomir encourages each Brand Partner to consult with a tax advisor for additional information for his or her business.

## 10.6 Refund Policy

- a) Elomir Customers:

- (i) If within the first thirty (30) days you are not satisfied with the product you must contact [support@elomir.com](mailto:support@elomir.com) to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post-purchase, you must [support@elomir.com](mailto:support@elomir.com) to return the remaining sellable portion of the product for a full refund, minus shipping and handling charges incurred. Because Elomir cannot guarantee the quality of Elomir products that are sold to Customers by non-Brand Partners, Elomir's Refund Policy is not available for products that Customers purchase from anyone other than a Brand Partner or Elomir directly or that are purchased in any unauthorized channel.

- b) Elomir Brand Partners:

- (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact [support@elomir.com](mailto:support@elomir.com) to return the unused portion of the product for a full refund, minus shipping and handling charges. Your Brand Partner account will then be subject to six (6) months suspension.
- (ii) Between thirty (30) and ninety (90) days, if you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in a resalable condition. (\*Resaleable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be 70% percent of the original price for all returned products. Any shipping and handling charges incurred will not be refunded.
- (iii) If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.

- c) Terminated Brand Partners. If a terminated Brand Partner has purchased Elomir products, Elomir will issue a refund or credit for any products purchased by the Brand Partner if: (i) the product is in Resalable condition; (ii) the Resalable product is returned to Elomir within twenty (20) days from the date of termination; and (iii) the Brand Partner provides proof the product was purchased within twelve (12) months preceding the date of termination. [Note: the twelve (12) month requirements not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico]. Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.

- d) Montana Residents: Entry Pack, Builder Pack, Entrepreneur Pack, and Cancellation Returns: A new Brand Partner has up to fifteen (15) days to cancel their agreement with Elomir. The Brand Partner is entitled to a full refund of the Entry Pack, Builder Pack, and

Entrepreneur Pack as long as all of the items from their Entry Pack, Builder Pack, and Entrepreneur Pack are returned and the items are still sealed and have not been used in any way. Neither shipping and handling charges incurred by a Brand Partner when the Entry Pack was purchased, nor the return shipping fee, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account used when purchasing. Per Elomir's return policy, if a Brand Partner was paid a commission based on a product(s) purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on a product(s) purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on that product purchase will be deducted from the amount of the refund or a future commission payout. Additionally, if a Brand Partner cancels after fifteen (15) days, but within twelve (12) months, and has not received any financial benefit by purchasing an Entry Pack, Builder Pack, and Entrepreneur Pack they can receive a ninety (90%) percent refund on any currently marketable products sold that have not been resold or consumed. Products are not considered currently marketable if the products have been consumed or are seasonal, discontinued, or special promotional items.

- e) Problems with Shipments: If within thirty (30) days of the reported expected product delivery date, a Brand Partner does not notify [support@elomir.com](mailto:support@elomir.com) of a problem with the receipt of the Brand Partner's order, including but not limited to, failure to receive the product, improper sealing, damage to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.
- f) All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. Elomir is not responsible for fluctuating exchange rates.

## 10.7 Return Process

- a) All returns, whether by a Customer, or Brand Partner, must be made as follows:
  - (i) Obtain a Return Merchandise Authorization ("RMA") from Elomir by contacting [support@elomir.com](mailto:support@elomir.com) and submit a request.
  - (ii) Ship items to the address provided by Elomir customer service when you receive your RMA.
  - (iii) Provide a copy of the sales receipt or invoice with the returned product. Such invoice must reference the RMA and include the reason for the return.
  - (iv) Ship product back in the original manufacturer's box exactly as it was delivered.
  - (v) All returns must be shipped to Elomir pre-paid, as Elomir does not accept shipping collect packages. Elomir recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Brand Partner. If the returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Brand Partner to trace the shipment of the product wherein no credit will be applied.
  - (vi) The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by a Brand Partner, may constitute grounds for involuntary termination.

## **11.0 ELOMIR OPPORTUNITY**

### **11.1 Presentation of Compensation Plan**

- a) In presenting the Elomir business opportunity, a Brand Partner is required to:
  - (i) present a copy of the Elomir Income Disclosure Statement;
  - (ii) refrain from misquoting or omitting any material fact about the Compensation Plan;
  - (iii) clearly explain that the Compensation Plan is based upon sales of Elomir products and services;
  - (iv) not make income projections, claims, or guarantees while presenting or discussing the Elomir opportunity or Compensation Plan to prospective Brand Partners or Customers;
  - (v) inform all prospective Brand Partners that success requires substantial work;
  - (vi) not make any unsubstantiated claims regarding products or services of any products offered by Elomir, except those contained in official Elomir literature.
  - (vii) not use official Elomir material to promote the Elomir business opportunity in any country where Elomir is not duly authorized to conduct business.

### **11.2 Sales Requirements Are Governed by the Compensation Plan**

- a) The Elomir program is built on sales to the ultimate consumer or end-user. Elomir encourages its Brand Partners to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Brand Partners must never attempt to influence any other Brand Partners to buy more products than they can reasonably use or sell to retail Customers in a month.
- b) Each Elomir Brand Partner commits to personally use, sell, or use in business building at least seventy percent (70%) of every order placed with Elomir prior to placing another order, and must be able to certify as much if demanded by Elomir or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited. Elomir retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

## **12.0 PROPRIETARY INFORMATION & TRADE SECRETS**

### **12.1 Reports**

- a) By agreeing to the Elomir Brand Partner Agreement, the Brand Partner acknowledges that business reports, lists of Customer and Brand Partner names and contact information, and any other information, which contain financial, scientific, or other information both written or otherwise circulated by Elomir or pertaining to the business of Elomir (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Elomir.

## **12.2 Obligation of Confidentiality**

- a) During the term of the Elomir Brand Partner Agreement and for a period of two (2) years after the termination or expiration of the Brand Partner Agreement between the Brand Partner and Elomir, the Brand Partner shall not:
  - (i) Use the information in the Reports to compete with Elomir or for any purpose other than promoting his or her Elomir business;
  - (ii) Use or disclose to any person or entity any confidential information contained in the reports, including disclosure or use to replicate or attempt to replicate the Brand Partners' Upline and/or downline Organization genealogy in another network marketing company.

## **12.3 Breach and Remedies**

- a) The Brand Partner acknowledges that the Reports and other confidential and proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Elomir and to independent Elomir businesses. Elomir and its Brand Partners will be entitled to injunctive relief and/or to recover damages against any Brand Partner who violates his or her obligations in section 12.2 in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses in addition to any award of damages.

## **12.4 Return of Materials**

- a) Upon demand by Elomir, any current or former Brand Partner will return the original and all copies of all Reports to Elomir together with any Elomir confidential information in such person's possession.

## **13.0 PRIVACY POLICY**

### **13.1 Introduction**

- a) This Privacy Policy is to ensure that all Customers and Brand Partners understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section, all Brand Partners must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow Brand Partner information.

### **13.2 Expectation of Privacy**

- a) Elomir recognizes and respects the importance its Customers and Brand Partners place on the privacy of their financial and personal information. Elomir will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Brand Partners' financial and account information and nonpublic personal information.
- b) By entering into the Brand Partner Agreement, a Brand Partner or Customer authorizes Elomir to disclose his or her name and contact information to Upline Brand Partners solely for activities related to the furtherance of the Elomir business. A Brand Partner hereby



agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline Organization and conducting the Elomir business.

### **13.3 Employee Access to Information**

- a) Elomir limits the number of employees who have access to Customers' and Brand Partners' nonpublic personal information.

### **13.4 Restrictions on the Disclosure of Account Information**

- a) Elomir will not share non-public personal information or financial information about current or former Customers or Brand Partners with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Brand Partners' interests or to enforce its rights or obligations under the Brand Partners Agreement or with written permission from the account holder on file.

## **14.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF ELOMIR NAMES AND TRADEMARKS**

### **14.1 Inspection, Product Care, and Quality Controls**

- a) Promptly upon receipt, Brand Partners shall inspect Elomir products and their packaging for damage, broken seals, evidence of tampering, or other product defects. If a product is defective or damaged, Brand Partners shall not sell the product and must report the defect or damage to Elomir. Brand Partners may return products that are damaged or otherwise defective within thirty (30) days of receipt for a full refund or replacement.
- b) Brand Partners must comply with all instructions provided by Elomir regarding the proper care, storage, and handling of Elomir products. Additionally, Brand Partners shall store all Elomir products in a dry place at room temperature, away from direct sunlight. Members shall also regularly inspect inventory for products that are expired or that will expire within sixty (60) days and shall not sell any such products.
- c) If Elomir discovers that a Brand Partner is not properly inspecting products upon receipt, not properly storing and caring for Elomir products, and/or selling products that are damaged or otherwise defective, Elomir will investigate the Brand Partner and take remedial and disciplinary action up to and including involuntary termination of the offending Brand Partner's Elomir Account.

### **14.2 Labeling, Packaging, and Displaying Products**

- a) An Elomir Brand Partner and/or Customer may not re-label, re-package, refill, or alter labels of any Elomir product, or service, information, materials, or program(s) in any way. Elomir products must only be sold in their original containers from Elomir. Such re-labeling or re-packaging violates federal law, which may result in criminal or civil penalties or liability.
- b) An Elomir Brand Partner shall not cause any Elomir product or service or any Elomir trade name to be sold or displayed in retail establishments except:

- (i) Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons);
  - (ii) Where the retail establishment is owned or managed by the Elomir Brand Partner and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- c) A Brand Partner may sell Elomir products and services and display the Elomir trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of Elomir.
  - d) A Brand Partner or Customer is prohibited to sell Elomir products and services and display the Elomir trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
  - e) Elomir reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Elomir opportunity.

### **14.3 Use of Elomir Names and Protected Materials**

- a) An Elomir Brand Partner must safeguard and promote the good reputation of Elomir and the products and services it markets. The marketing and promotion of Elomir, the Elomir business opportunity, the Compensation Plan, and Elomir products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices.
- b) All promotional materials supplied or created by Elomir must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the Elomir Compliance Department.
- c) The name of Elomir, each of its product and service names, and other names that have been adopted by Elomir, in connection with its business are proprietary trade names, trademarks, and service marks of Elomir. As such, these marks are of great value to Elomir and are supplied to Brand Partners for their use only in an expressly authorized manner.
- d) An Elomir Brand Partner's use of the name "Elomir" is restricted to protect Elomir proprietary rights, ensuring that the Elomir protected names will not be lost or compromised by unauthorized use. Use of the Elomir name on any item not produced by Elomir is prohibited except as follows:
  - (i) [Brand Partner's name] Independent Elomir Brand Partner.
  - (ii) [Brand Partner's name] Independent Brand Partner of Elomir products and services.
- e) Further procedures relating to the use of the Elomir name are as follows:
  - (i) All stationary (i.e., letterhead, envelopes, and business cards) bearing the Elomir name or logo intended for use by the Elomir Brand Partner must be submitted via email to the Elomir Compliance Department for approval. Submit to; [compliance@elomir.com](mailto:compliance@elomir.com).

- (ii) Elomir Brand Partners may list “Independent Elomir Brand Partner” in the white pages of the telephone directory under his or her own name.
- (iii) Elomir Brand Partners may not use the name Elomir in answering his or her telephone, creating a voice message, or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, “Independent Elomir Brand Partner.”
- f) Certain photos and graphic images used by Elomir in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Brand Partners. If a Brand Partner wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- g) An Elomir Brand Partner shall not appear on or make use of television or radio or make use of any other media to promote or discuss Elomir or its programs, products, or services without prior written permission from the Elomir Compliance Department.
- h) A Brand Partner may not produce for sale or distribution any Elomir event or speech, nor may a Brand Partner reproduce Elomir audio or video clips for sale or for personal use without prior written permission from the Elomir Compliance Department.
- i) Elomir reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Brand Partner.
- j) A Brand Partner shall not promote non-Elomir products or services in conjunction with Elomir products or services on the same social media site or same advertisement without prior approval from Elomir Compliance Department.
- k) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Elomir may not be made except those contained in official Elomir literature. In particular, no Brand Partner may make any claim that Elomir products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such unsubstantiated claims violate Elomir policies, but they also potentially violate federal and provincial laws and regulations.
- l) A Brand Partner and/or Customer may not make any unsubstantiated claims regarding products or services of any products offered by Elomir, except those contained in official Elomir literature.

#### **14.4 Faxes and E-mail - Limitations**

- a) Except as provided in this section, a Brand Partner may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or “spamming” that advertises or promotes the operation of his or her Elomir business. The exceptions are:
  - (i) E-mailing any person who has given prior permission or invitation;

- (ii) E-mailing any person with whom the Brand Partner has established a current business or personal relationship.
- b) In all states or the U.S. or International territories where prohibited by law, a Brand Partner may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
- (i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
  - (ii) A clear return path or routing information;
  - (iii) The use of legal and proper domain name;
  - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
  - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
  - (vi) The true and correct name of the sender, valid sender's fax or e-mail address, and a valid sender physical address;
  - (vii) The date and time of the transmission; and
  - (viii) Upon notification by the recipient of his or her request not to receive further faxed or e-mailed documents, an Elomir Brand Partner shall not transmit any further documents to that recipient.
- d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
- (i) Use of any third-party domain name without permission; and
  - (ii) Sexually explicit materials.

#### **14.5 Internet and Third-Party Website Restrictions**

- a) A Brand Partner and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell or advertise their Elomir business without Elomir's express written approval. A Brand Partner and/or Customer is prohibited to use or attempt to register any of Elomir's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Elomir name, or any derivative thereof, for any

purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.

- b) An Elomir Brand Partner and/or Customer may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Elomir products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include, but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of a Brand Partner's Agreement with Elomir.
- c) Social Media sites may be used to sell or offer to sell Elomir products or services. PROFILES A BRAND PARTNER OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE ELOMIR IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE BRAND PARTNER AS AN INDEPENDENT ELOMIR BRAND PARTNER, and when a Brand Partner and/or Customer participates in those communities, Brand Partners and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Elomir's sole discretion, and the offending Brand Partner and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Elomir-approved library, official Elomir website, or social media outlet. If a link is provided, it must link to the posting Brand Partner's Replicated website.
- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Brand Partner will be subject to disciplinary action.
- e) Brand Partners and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Brand Partners or Customers create or leave must be useful, unique, relevant, and specific to the blog's article.
- f) Brand Partners and/or Customers must disclose their full name on all Social Media postings, and conspicuously identify themselves as an Independent Elomir Brand Partner for Elomir. Anonymous postings or the use of an alias is prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Elomir business opportunity or income therewith, Elomir's products and services, and/or your biographic information and credentials.
- h) Brand Partners and/or Customers are personally responsible for their postings and all other online activity that relates to Elomir. Therefore, even if a Brand Partner does not own or operate a blog or Social Media site, if a Brand Partner and/or Customer posts to any such site that relates to Elomir or which can be traced to Elomir, the Brand Partner is responsible for the posting. Brand Partner and/or Customer is also responsible for postings that occur on any blog or Social Media site that the Brand Partner and/or Customer owns, operates, or controls.
- i) As an Elomir Brand Partner, it is important to not converse with any person who places a negative post against you, other Brand Partners, or Elomir. Report negative posts to Elomir at [support@elomir.com](mailto:support@elomir.com). Responding to such negative posts often simply fuels a discussion

with someone carrying a grudge that does not hold themselves to the same high standards as Elomir, and therefore damages the reputation and goodwill of Elomir.

- j) The distinction between a Social Media site and a website may not be clear-cut because some Social Media sites are particularly robust, Elomir, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- k) If your Elomir business is canceled for any reason, you must discontinue using the Elomir name, and all of Elomir's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Elomir Brand Partner, you must conspicuously disclose that you are no longer an Independent Elomir Brand Partner.
- l) Failure to comply with these Policies for conducting business online may result in the Brand Partner losing their right to advertise and market Elomir products, services, and Elomir's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.
- m) Brand Partners are prohibited from selling Elomir products to individuals or entities that they know or should know, intend to resell the products. Brand Partners must sell Elomir products only to end-user customers, and Brand Partners shall not sell to any person any quantity of Elomir products greater than that generally purchased by an individual for personal use. Brand Partners must take reasonable steps to ensure that they do not violate these prohibitions.

#### **14.6 Advertising and Promotional Materials**

- a) You may not advertise any Elomir products or services at a price LESS than the highest Elomir published, established retail price of ONE offering of the Elomir product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Elomir.
- b) Advertising and all forms of communications must adhere to principles of honesty and propriety.
- c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Elomir Compliance Department.
- d) All requests for approvals with respect to advertising must be directed in writing to the Elomir Compliance Department.
- e) Elomir reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Brand Partner.

## 14.7 Testimonial Permission

- a) By agreeing to the Elomir Brand Partner Agreement, a Brand Partner gives Elomir permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the Elomir business opportunity, a Brand Partner waives any right to be compensated for the use of his or her testimonial or image and likeness even though Elomir may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents Brand Partner's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on Brand Partner's actual experience with Elomir and any stated use of Elomir products and/or services, and agrees to notify Brand Partner immediately of any changes in the views expressed in the testimonial. In some cases, a Brand Partner's testimonial may appear in another Brand Partner's advertising materials. If a Brand Partner does not wish to participate in Elomir sales and marketing materials, he or she should provide a written notice to the Elomir Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

## 14.8 Telemarketing - Limitations

- a) An Elomir Brand Partner must not engage in telemarketing in relation to the operation of the Brand Partner's Elomir business. The term "telemarketing" means the placing of one or more telephone calls, text messages, emails, or facsimile transmissions to an individual or entity to induce the purchase of Elomir products or services or to recruit them for the Elomir opportunity.
- b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- c) While a Brand Partner may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Brand Partner to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- d) "Cold calls" or unsolicited calls/texts/emails/faxes made to prospective Customers or Brand Partners in order to promote Elomir products, services, or the Elomir business opportunity is considered telemarketing and is prohibited.
- e) Exceptions to Telemarketing Regulations. An Elomir Brand Partner may place telephone calls or faxes to prospective Customers, or Brand Partners under the following limited situations:
  - (i) If the Brand Partner has an established current business relationship with the prospect;

- (ii) In response to the prospect's personal inquiry or application regarding a product or service offered by the Elomir Brand Partner, within 3 months immediately before the date of such a call/fax;
  - (iii) If the Brand Partner receives written and signed permission from the prospect authorizing the Brand Partner to call/fax;
  - (iv) If the call/fax is to family members, personal friends, and acquaintances. However, if a Brand Partner makes a habit of collecting business cards from everyone, he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and
  - (v) Elomir Brand Partners engaged in calling "acquaintances," must make such calls/faxes on an occasional basis only and not as a routine practice.
- f) A Brand Partner shall not use automatic telephone dialing systems in the operation of his or her Elomir businesses.
  - g) Failure to abide by Elomir's policies or federal regulations regarding telemarketing may lead to sanctions against the Brand Partner, up to and including termination of the Brand Partner's Elomir Account.
  - h) By enrolling as a Brand Partner, or by accepting commissions, other payments, or awards from Elomir, a Brand Partner gives permission to Elomir and other Brand Partners to contact them as permitted under the Federal Do Not Call regulations.
  - i) In the event a Brand Partner violates this section, Elomir reserves the right to institute legal proceedings to obtain monetary or equitable relief.

## **15.0 INTERNATIONAL MARKETING**

### **15.1 International Marketing Policy**

- a) An Elomir Brand Partner is authorized to sell Elomir products and services, to Customers and Brand Partners only in the countries in which Elomir is authorized to conduct business, according to the Policies and Procedures of each country. Elomir Brand Partners may not sell products or services in any country where Elomir products and services have not received applicable government authorization or approval.
- b) A Brand Partner may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll or attempt to enroll potential Customers or Brand Partners, nor conduct any other activity for the purpose of selling Elomir products and services, establishing a sales organization, or promoting the Elomir business opportunity.

## **16.0 AUTO-SHIP CANCELLATION**

- a) To cancel or modify your Auto-Ship at any time you may email [support@elomir.com](mailto:support@elomir.com). You can also modify or cancel your order at any time through your portal at [www.elomir.com](http://www.elomir.com). By selecting the "Auto-Ship" option on the website, you are giving Elomir authorization to enroll you in the automatic shipping program. Elomir will ship your product directly to you. You are also authorizing Elomir to charge your credit card for the products you have



ordered on a monthly basis without further warning or notification from Elomir. You may cancel at any time without penalty by emailing [support@elomir.com](mailto:support@elomir.com). All Auto-Ship cancellations must be performed or delivered to Elomir within three (3) business days prior to your next shipment to guarantee cancellation of that shipment.

## 17.0 **SHIPPING POLICY**

- a) All orders are processed within 2-3 business days.
- b) Orders are not shipped or delivered on weekends or holidays.
- c) If Elomir is experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.
- d) Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.
- e) Elomir is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.
- f) Please save all packaging material and damaged goods before filing a claim.

## 18.0 **GLOSSARY OF TERMS**

The terms listed below shall have the following meaning throughout these Policies and Procedures regardless of whether they are capitalized.

**ACCOUNT:** The secure and proprietary back-office associated with each Brand Partner's Elomir business and unique User ID where a Brand Partner can access the Brand Partner Agreement, and the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

**ACTIVE BRAND PARTNER:** A Brand Partner who is in good standing with respect to the Brand Partner Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

**COMPENSATION PLAN:** The guidelines and referenced literature for describing how Brand Partners can generate commissions and bonuses.

**CUSTOMER:** Any person who purchases Elomir products and does not enroll as an Elomir Brand Partner.

**BRAND PARTNER AGREEMENT:** The most current version of the following along with any addendums or exhibits thereto: (i) Elomir Policies and Procedures; and (ii) Elomir Compensation Plan.

**BRAND PARTNER:** An individual or entity who actively promotes, markets, and sells Elomir products for profit and who actively seeks and Recruits others to do the same in accordance with the Brand Partner Agreement.

**FAMILY UNIT:** Parents or dependent children living at or doing business at the same address as a Brand Partner.

**LINE OF SPONSORSHIP (LOS):** A report generated by Elomir that provides critical data relating to the identities of Brand Partners, sales information, and enrollment activity of each Brand Partner's Organization. This report contains propriety, confidential, and trade secret information.

**ORGANIZATION OR DOWNLINE:** The Customers and Brand Partners placed below a particular Brand Partner.

**OFFICIAL ELOMIR MATERIAL:** Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by Elomir to Brand Partners and/or Customers.

**PLACEMENT:** A Brand Partner's position inside his or her Sponsor's organization.

**RECRUIT, RECRUITMENT & RECRUITING:** Actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, another Brand Partner or Customer to enroll or participate in any direct sales or network marketing opportunity. Recruitment includes but is not limited to messaging, posting, friending, or otherwise contacting known Brand Partners and/or Customers of Elomir on social media (e.g., Facebook, Instagram, etc.) to discuss another direct sales or network marketing opportunity. The conduct described in this paragraph is Recruitment even if the Brand Partner's actions are in response to an inquiry made by another Brand Partner or Customer

**RESALABLE:** Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling have not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Elomir labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**SPONSOR:** A Brand Partner who enrolls a Customer or other Brand Partners into Elomir and is listed as the Sponsor.

**SPOUSE:** An individual that is legally married to a Brand Partner or an individual that is a party to a legally recognized common-law relationship with a Brand Partner.

**UPLINE:** This term refers to the Brand Partner(s) above a particular Brand Partner in a Sponsorship line up to the Elomir. It is the line of Sponsors that link any particular Brand Partner to the Company.

**WALLET:** A secure feature in the back-office software that maintains a Brand Partner's commissions and bonuses.



# **ADDENDUM 1**

## **Elomir**

# **Compensation Plan**

**ADDENDUM 2**  
**INCOME DISCLOSURE**  
**STATEMENT**

## INCOME DISCLOSURE STATEMENT

The Elomir Compensation Plan is an exciting opportunity that rewards you for selling products and services and sponsoring other participants who do the same. Although the opportunity is unlimited, individual results will vary depending on commitment levels and sales skills of each participant. Since Elomir has recently launched, it lacks enough statistical data to prepare reliable income disclosures. There will be certain participants who will earn less while others will earn much more. We're excited about the Elomir Compensation Plan and we're confident it will provide you a solid foundation to help you achieve your financial goals. As with all endeavors, hard work and the time you dedicate impact outcomes.

If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with Elomir results only from hard work, dedication, and leadership.