

Policies

LOVING WORKS CODE OF ETHICS

As an Independent Distributor of Loving Works, LLC (hereinafter “Loving Works” or “the Company”) I hereby promise and agree that:

1. I will be honest and forthright in all my transactions while acting as a Distributor of Loving Works, and will perform all activities in a manner that will enhance my reputation and the reputation of Loving Works.
2. I will not engage in any illegal or deceptive practices. I agree not to sell or distribute hCG (human Chorionic Gonadotropin) in any form unless I am legitimately licensed for distribution of pharmaceutical drugs as described by my state’s pharmacy or health care licensing requirements.
3. I will be courteous and respect the time and privacy of everyone I contact or solicit in the course of my Loving Works business. I recognize that Loving Works policies anticipate and require the highest ethical conduct of Loving Works Distributors in all their Loving Works business dealings.
4. I will make no claims for Loving Works products, services or its income opportunity except as published in official Loving Works literature. I understand that even my truthful reports of personal experience of benefits received from Loving Works products, services or its income opportunity may be interpreted as improper Loving Works claims if I use those experiences as a sales device.
5. I will faithfully honor Loving Works 100-percent satisfaction, money-back guarantee when dealing with my retail customers.
6. I understand and agree that I am solely responsible for all financial and legal obligations incurred by me in the course of my business as a Distributor of Loving Works products and services, including self-employment taxes, income taxes, sales taxes, license fees, etc. I understand that I am an independent contractor for all federal and state tax purposes.
7. I will compete with assertiveness but fairly. I will not focus sales efforts solely on the customers or distributors of any other single company. I will not use sales materials that are regarded as proprietary by other companies.

OPERATIONAL POLICIES AND PROCEDURES

1. BECOMING A DISTRIBUTOR

An applicant becomes a Distributor of Loving Works when both of the following requirements are completed:

a) The applicant pays an administration fee of \$289.00, which provides: one year of access to Distributor discounts, a Loving Works Start-Up Kit of sales materials (not for resale), 3 bottles of Wt. Balancer, website access to Distributor account information.

b) The applicant's completed Application agreeing to abide by the Companies: Code of Ethics, Policies and Procedures.

c) Once it has been accepted by the Loving Works corporate office and the Company issues a Distributor number.

Loving Works reserves the right to decline any Distributor application, including the application of any person who has had a financial interest of any kind in any Loving Works distributorship under a different enroller in the preceding six months.

2. MULTIPLE APPLICATIONS

If one applicant submits multiple applications, only the first completed form received by Loving Works will be accepted. Loving Works reserves the right to resolve such disputes.

3. LEGAL AGE

Distributors must be of legal age in the state or province of their residence.

4. NO PURCHASE REQUIRED

No person is required to purchase any Loving Works products or services. The only payment required of a new Distributor is a one-year administration fee, which includes a Loving Works Start-Up Kit and a 12-month website access subscription. The kit is sold by the Company to support the efforts of each new Distributor with, sales tools and product, the website is used to support purchases by Customers and Distributors.

5. MARRIED COUPLES

Married couples that wish to participate may share a single Distributorship or may sign up as one spouse being an enroller and the other being an enrollee. Distributors who marry will maintain

separate Distributor status or they may consolidate their individual Distributor status into a single Distributor status only if they were sponsored under the same person. When a couple sharing a Distributorship divorces or separates, Loving Works will continue to pay commissions and bonuses as before the divorce or separation until it receives written notice, signed by both parties or by a court decree specifying how future commissions and bonuses should be paid.

6. SIMULTANEOUS INTERESTS

Distributors may not have financial interest in more than one Distributorship without the written consent of Loving Works, with the exception of married couples who sign up as Distributors. For example, neither a shareholder of a corporation that is a Loving Works Distributor nor a partner of a partnership that is a Loving Works Distributor may become a Loving Works Distributor individually.

7. CORPORATE, PARTNERSHIP AND TRUST DOCUMENTS REQUIRED

Corporations, Partnerships and Trusts may apply to become Distributors of Loving Works only when the Distributor Application and Agreement is accompanied by copies of:

- a) Articles of incorporation, partnership agreement or trust documents as filed with the State.
- b) Corporate applicants must disclose a complete list of all directors, officers, and shareholders involved in the corporation. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee and beneficiary.
- c) Proof must be provided of a Federal ID Number and a copy of the Annual Certification from the Secretary of State of the State of Trust, Partnership Registration or Incorporation.
- d) Shareholders, partners, beneficiaries and trustees, directors and officers, as applicable, agree to remain personally liable to Loving Works and bound by its rules and regulations.

8. FICTITIOUS AND ASSUMED NAMES PROHIBITED

A person or entity may not apply as a Distributor using a fictitious or assumed name. In the event that a person or entity is doing business as a properly registered "DBA" name within the respective state, such person or entity may do business under that name as a Loving Works Distributor, as long as there are not simultaneous interests involved, as explained in paragraph 6 above.

9. INDEPENDENT CONTRACTOR STATUS

All Distributors are independent contractors with Loving Works, and not franchisees, joint ventures, partners, employees, or agents of Loving Works. Distributors are strictly prohibited from stating or implying, whether orally or in writing, that they are franchisees, joint ventures,

partners, employees, or agents of Loving Works. Distributors may not bind Loving Works to any obligation.

10. TAXES

Distributors will be treated as independent contractors for all federal or state tax purposes. As independent contractors, Distributors will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Tax Act, state unemployment acts, or any other federal, state, or local statute, ordinance, rule, or regulation.

11. LEGAL COMPLIANCE

All Distributors shall comply with all federal and state statutes and regulations and local ordinances and regulations concerning the operation of their businesses. All Distributors are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, Loving Works will issue an IRS Form 1099-MISC for non-employee compensation for Distributors as required by law.

12. INDEMNITY

Distributors agree to indemnify and hold harmless Loving Works, its shareholders, employees, agents, and successors in interest from and against any claim, demand, liability, loss, cost, or expense, including, but not limited to, attorney's fees arising or alleged to arise in connection with the Distributorship, and any matter related to the Distributor's performance under the Distributor Agreement.

13. DISTRIBUTOR IDENTIFICATION NUMBER

All Distributors in the United States will be required to provide a Social Security number or Federal ID number, and Loving Works will use this number to link to a Distributor identification number in order to respond to all government-reporting requirements. While respecting the rights of the "un-numbered," Loving Works chooses, as a right of contract, to only enter into agreements with those who are willing to provide a taxpayer identification number. The Distributor identification number must be indicated by the Distributor on all correspondence with Loving Works, including paperwork for enrolling, product ordering, etc.

14. OTHER PRODUCTS AND SERVICES

Distributors are not restricted from selling the products and services of other companies, with the exception of any hCG (human Chorionic Gonadotropin) products, which are prohibited. However, promotion of income opportunities of other direct selling companies to Loving Works customers or Distributors or recruiting Loving Works customers or Distributors to become distributors in other direct selling companies is strictly prohibited. Any Distributor found in violation of this rule risks suspension or termination of his or her Distributorship.

15. NO EXCLUSIVE TERRITORIES

There are no exclusive territories for marketing or enrolling purposes, nor shall any Distributor imply or state that he or she does have an exclusive territory. There are no geographical limitations (within the U.S. and its possessions) on Distributor enrolling.

16. ANNUAL RENEWAL

All Distributors must renew their Distributorship annually. The annual renewal is due on the anniversary of a Distributor's application to Loving Works. Although the responsibility for renewing rests with each Distributor, Loving Works will remind Distributors when their renewal is due. Any Distributor not renewing will thereby forfeited the Distributorship, all collected customer rights, and any future compensation.

17. DISTRIBUTOR RIGHTS

All Distributors are authorized to sell Loving Works products and services, and to participate in the Loving Works compensation plan.

18. OBLIGATIONS OF Distributors

Distributors who choose to enroll are required to be familiar with Loving Works policies and procedures, compensation plan, product information, sound business practices, sales strategies, and ethical behavior.

19. TRANSFERRING Customer Base

A transfer request will be considered. All transfers of customers require the final approval of Loving Works, whose decision will take into account the overall good of the Loving Works organization. An administrative fee may be charged for changing the corporate records.

20. VOLUNTARY TERMINATION

A Distributor may voluntarily terminate his or her Distributorship by failing to renew when applicable or upon written notice to Loving Works. Voluntary termination is effective upon receipt of such notice by Loving Works at its home office. A Distributor who terminates his or her Distributorship may reapply after waiting six months from termination, unless otherwise approved by Loving Works. Any termination results in the cessation of ability to sell Loving Works products or get paid commissions. In addition, any existing customers will be assigned to Loving Works for redistribution to other Distributors to provide future service.

21. INVOLUNTARY TERMINATION OR SUSPENSION

A Distributor may be involuntarily suspended or terminated by Loving Works for violating any of the terms of this Agreement or the provisions of any applicable laws. In ordinary cases, the Company will comply with the following procedures before taking such action:

a) Complaint(s) by one Distributor against another Distributor regarding any alleged violation(s) will be accepted only if sent to the Loving Works home office in writing signed in ink. No phone or email complaints will be accepted.

b) Normally, the first determination by the Company that a Distributor has committed a violation of the policies or procedures will result in a warning by telephone call to the Distributor. The occurrence and substance of this phone call will be documented and kept in Company records.

c) A second violation will result in a written reprimand or disciplinary letter to be delivered by email and certified mail or courier to the violating Distributor. Such disciplinary action may include partial or temporary suspension of commissions.

d) Upon a third violation, the Company may terminate the Distributor. Notification of such proposed action will be made via certified mail or courier to the Distributor citing evidence of the violations. Should no response be provided by the Distributor within 15 days from the date of the notification letter, the termination will, upon Company decision, become final.

e) In any situation where the Distributor has committed a violation that results in notification, complaint, or demand from state or federal regulatory authorities (e.g. FTC, FDA, or AG) the Company reserves the right and option to omit the foregoing procedure and to immediately terminate the Distributor upon even a first violation.

f) The terminated Distributor must immediately cease representing himself/herself as a Distributor and immediately take down any websites or social networks promoting Loving Works, its products. The terminated Distributor will be barred from reapplying as a Distributor with Loving Works for one year. Where applicable state law on termination of a Distributor is inconsistent with Company policy, such state law shall govern.

22. APPEALS

An involuntarily terminated Distributor may appeal the termination by submitting a letter of appeal, stating the grounds of the appeal. This letter must be sent U. S. Mail or private delivery service RETURN RECEIPT REQUESTED and must be received by Loving Works within 15 days of the date of mailing of the Company's initial termination notice. If the Company has not received a letter of appeal by that deadline, the involuntary termination shall automatically become final. If a Distributor files a timely appeal, Loving Works will, at its sole discretion, review and reconsider the termination and notify the Distributor of its decision. The decision of the Company shall be final and subject to no further review. If the appeal is denied, the termination shall remain in effect as of the date of the Company's original termination notice.

23. EFFECT OF SUSPENSION

Should Loving Works deem it necessary to suspend a Distributor, such suspension could mean that the Distributor may not have the right to represent themselves as a Distributor of Loving Works and that any commissions, royalty overrides, or bonuses due will be held by Loving

Works pending resolution. At the discretion of the Company, products and services may be purchased by a suspended Distributor at wholesale. However, should termination result, product and services may be purchased only from another Loving Works Distributor.

24. EFFECT OF TERMINATION

In the event a Distributor is terminated, effective with such termination, the Distributor can no longer sell Loving Works products and services, or enroll other Distributors. The Distributor also loses all rights to commissions, bonuses, and all other benefits.

25. LIMITS ON TRANSFERABILITY OR SALE

A Distributor may sell, assign, or transfer his or her Distributorship. Because a Distributor may operate or have financial interest in only one Loving Works Distributor Business, any Distributor seeking to acquire an interest in another Distributor's business must terminate his or her existing Distributor business or sell his or her interest in such business. No sale, assignment, or transfer of any Distributorship shall be effective without the prior written approval of Loving Works whose approval will not be unreasonably withheld. If it is determined at the Company's sole discretion that the Distributorship was transferred in an effort to circumvent compliance with this Agreement, the transfer shall be declared null and void, and the Distributor entity shall revert back to the transferring Distributor, who shall be treated as if the transfer had never occurred from the reversion day forward. An administrative fee may be charged for changing the corporate records.

26. SUCCESSION DUE TO DEATH OR INCAPACITATION

A Distributor's business is an asset that may be inherited due to death or assumed due to incapacitation of the Distributor. Upon the death or incapacitation of a Distributor, the Distributor business, including all rights to commissions and bonuses and marketing position together with Distributor responsibilities, shall pass to the benefit of the Distributor's successors in interest. Loving Works will recognize a transfer of the Distributor business when the successors in interest have executed a new Distributor Agreement and have provided along with it certified copies of the death certificate, will, trust, power of attorney or other documents required by Loving Works. Upon acceptance by Loving Works, successors will be granted all of the rights and will have the same obligations of Loving Works Distributors. If the Distributor business is bequeathed to more than one person, the successors must form a business entity, which will receive the checks with a single taxpayer number. Each successor who is a partner or principal in the business entity must provide his or her signature acknowledging individual responsibility for all actions of the business entity.

27. VENDOR RELATIONSHIPS

No Distributor shall contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of Loving Works, except as arranged by Loving Works. Violation of this rule may result in termination of Distributor benefits and possible claims for damages if the vendor relationship is compromised by the Distributor contact.

28. CONFIDENTIALITY AGREEMENT

Information contained in this agreement with Loving Works is proprietary and confidential to Loving Works, and is transmitted to the Distributor in strictest confidence. The Distributor agrees that he or she will not disclose any such information to any third-party directly or indirectly, nor use the information to compete with Loving Works or for any purpose other than promoting the Loving Works prosperity opportunity. The Distributor and Loving Works agree that, but for this agreement of confidentiality and non-disclosure, Loving Works would not provide the information to the Distributor. Any Distributor who is found to be in violation of this rule risks suspension or termination. Loving Works reserves the right to seek damages to the fullest extent of the law in the event of breach of confidentiality.

29. TRADEMARKS

The name Loving Works and the names of all Loving Works products and services are the registered or unregistered trademarks of and owned by Loving Works. Only Loving Works is authorized to produce and market products and literature under these trademarks. Use of the Loving Works name on any item not produced or authorized by Loving Works is prohibited. Distributors are authorized to use the Loving Works Independent Distributor logo on their collateral, business cards and marketing materials, subject to approval by the Loving Works Compliance Department. Loving Works will provide templates and tools for creating locally printed collateral as part of Distributor support. Distributors are advised to seek approval of materials before printing or production to avoid having to destroy printed material that does not meet Loving Works content and branding standards.

30. IMPRINTED CHECKS

Loving Works Distributors are not permitted to use the Loving Works trade name or any of its trademarks on their business or personal checking accounts. However, Distributors may imprint their Loving Works business checks with the Loving Works Independent Distributor logo and as being an "Independent Distributor of Loving Works products."

31. YELLOW AND WHITE PAGE LISTING

Distributors are not permitted to use the Loving Works trade name or trademarks in advertising their telephone or fax numbers in the white or yellow page sections of the telephone book. Distributors may use the Loving Works Independent Distributor logo as a marketing element.

32. IMPRINTED BUSINESS CARDS, LETTERHEADS OR COLLATERAL

Loving Works Distributors are not permitted to incorporate into their own business card or letterhead graphics any Loving Works trade name or trademarks. Only the approved Loving Works Independent Distributor graphics logo is permitted. Letterhead/collateral may be ordered either from Loving Works directly or from a Loving Works approved source. Loving Works may make available print-ready formatted files using authorized Loving Works Independent

Distributor logos for printing by Distributor's preferred printing supplier. Distributors accept the responsibility to ensure any production meets proper color, branding and use requirements.

33. COMPANY LITERATURE

Only official Loving Works literature may be used in presenting Loving Works products, services and the Loving Works prosperity opportunity. Company literature may not be duplicated or reprinted without prior written permission from Loving Works. All promotional material of any nature, including electronic or Internet-based materials, must be approved in advance and in writing by Loving Works.

34. MEDIA INTERVIEWS

Distributors are prohibited from granting radio, television, newspaper, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize Loving Works, its products, services or their individual Loving Works business except with the expressed, written approval of Loving Works. All media contacts and inquiries must be coordinated through the approval and representation of a Loving Works Corporate Representative.

35. INTERNET AND WEBSITE POLICY

- a) No Distributor may independently design or publish a website that uses the names, logos, or product descriptions of Loving Works without written permission from Loving Works. The Loving Works Independent Distributor logo may be placed on a Distributor's personal or business website.
- b) No Distributor may use "blind" ads on the Internet making product representations that are or may be associated with Loving Works.
- c) No Distributor may under any circumstance use the Internet for the purpose of indiscriminate "bulk" or unsolicited mailing, generally known as "spamming."
- d) No Distributor may violate any local, state, or federal laws regarding the Internet or any generally accepted ethical codes of Internet conduct.
- e) Distributors are permitted to discuss their independent rep businesses on blogs, Facebook, YouTube, LinkedIn, MySpace, etc.
- f) All content displayed on websites or social media must be spell-checked.
- g) Distributors must represent themselves accurately.
- h) All misleading or deceptive activities and tactics are prohibited.
- i) Links to websites must display the true locations.

j) Distributors must always identify themselves as independent distributors of the Company, and not the Company itself.

k) No cursing is permitted.

l) No personal attacks are permitted.

m) Distributors may not post their personal contact information on the Company's Facebook page.

n) Paid Internet advertising is prohibited, unless approved in writing by Loving Works. Free ads are acceptable if content is approved prior to use.

o) Each Distributor may have one external website promoting his or her independent rep business.

p) Content about the Company, including the Independent Distributor logo, cannot appear on the same web page where another income opportunity is promoted.

q) If the Distributor is no longer working the Loving Works prosperity opportunity, the external web page promoting the business must be taken down within five working days of cancellation.

r) If a Distributor has a complaint with the Company, contact Loving Works Distributor Support for resolution. Don't use social media to express grievances publicly. Many of the people who read grievances on a social media site or website won't know when it is resolved, so they will be left with bad unresolved feelings that may never be corrected. Truly, publicly aired grievances harm everyone.

s). It is Loving Works policy to hold a Manufacture Suggested Retail Price (MSRP) which is subject to change at the Companies discretion. Prices of products may be discounted at the Distributors discretion and expense.

t) eBay and other auction sites may not be used to sell the Company's products or services. This will be strictly enforced and can result in cancellation of Distributor agreement.

36. SPAMMING_EMAIL AND FAXES

Loving Works prohibits unsolicited email (spamming) or faxes relating to Loving Works income opportunity, products and services. Distributors who violate this policy are subject to termination, suspension and/or other disciplinary actions.

37. TELEVISION AND INFOMERCIAL ADVERTISING

Distributors are not permitted to advertise Loving Works products using television or infomercial advertising.

38. ENDORSEMENTS

No endorsements of any kind, including by Loving Works officers, may be alleged, except as expressly communicated in Loving Works literature or approved in writing.

39. GOVERNMENTAL ENDORSEMENT

Distributors may not represent or imply, directly or indirectly, that the Loving Works programs has been approved or endorsed by any governmental agency.

40. INCOME CLAIM

It is at the Distributors discretion to disclose their profit margins.

41. COPYING PROHIBITED

Distributors shall not copy for sale or personal use audio or video taped material detailing the Loving Works prosperity opportunity or product or service presentations, events, or speeches, including conference calls without written permission from Loving Works. Loving Works may seek injunctive relief or damages from the violator for the unauthorized use of Loving Works copyrights, trademarks, and materials. Video or audio taping of Loving Works meetings and conferences is strictly prohibited. Still photography is allowable at the discretion of the meeting host. In the event streaming video or other web-based tools become available, Distributors will be notified of appropriate use.

42. TELEPHONE ANSWERING

Distributors may not answer the telephone by saying “Loving Works,” or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Loving Works.

43. REPACKAGING AND RELABELING PROHIBITED

Distributors may not repackage or re-label any Loving Works products, services or materials in any way. Distributors are permitted to place contact information on the product brochure and product flyer, as needed.

44. DISTRIBUTOR TRAINING

Training assistance is provided in the Loving Works Start-Up Kit and in additional video and audio materials. Distributors may attend local and regional training workshops for Distributors, and participate in Loving Works-originated national training conference calls as they are made available.

45. INDEPENDENT COMMUNICATIONS

Distributors, as independent contractors, are encouraged to distribute information and direction to their customers. Loving Works encourages the use of newsletters, training workshops, and other organizational programs. Distributors must identify their personal communications as such, and not give the impression that such communications are the official communications of Loving Works.

46. DISTRIBUTOR APPLICATION AND AGREEMENT

Commissions and bonuses cannot be paid until a completed Distributor Application and Agreement has been received and accepted by Loving Works. Commissions are paid ONLY on the sale of Loving Works products and services. No commissions are paid on the purchase of a Distributor Start-Up Kit..

47. ENROLLING NOT COMPENSATED

Loving Works Distributors may enroll other Distributors into the Loving Works program. However, Distributors are compensated only on business volume and never for enrolling additional participants in the program.

48. CALENDAR PERIOD

Commissions, bonuses, are calculated on a calendar month basis.

a) Commissions are calculated monthly on or about the 10th for credits earned during the preceding calendar month.

b) Minimum amount for payment of commission: \$10.00

c) Check processing fees: \$1.50 for hardcopy checks; no charge for electronic payments.

49. COMMISSION PAYMENTS

Consult the compensation plan.

50. STOCKPILING PROHIBITED

The Loving Works program depends on, and requires, retail sales to the ultimate consumer; therefore, all forms of stockpiling or product loading are discouraged. Loving Works recognizes that Distributors may wish to purchase certain products in reasonable amounts for their own use, for availability to new Customers as they are enrolled and for shows and events. However, Loving Works recommends keeping such purchases to a minimum to assure adequate shelf life for the Customer.

51. SALES VOLUME QUALIFICATION BY ORDER TAKING

The Company has adopted sales volume requirements in order to receive greater product discounts. Sales volume requirements may be fulfilled by retail customers who order directly via a Loving Works website, which will then be fulfilled by the Company shipping directly to the retail customer. In order to be given credit for a sale the customer must enter a Distributors ID number. After the initial purchase that Customer will be tracked as assigned to that Distributor unless the Customer chooses to change Distributors by entering a new ID number or chooses to become a Distributor.

52. RECEIPTS AND SUGGESTED RETAIL PRICING

Loving Works will provide all retail purchasers of Loving Works products with written receipts. Although Loving Works provides a suggested retail price as a guideline, Distributors may sell Loving Works products at whatever retail price they choose.

53. SALES TAX

For purchases made from the Company, Loving Works collects and remits applicable state tax, which may be due on the suggested selling price of those products, materials and appropriate shipping/handling fees that are subject to tax. The applicable rate of tax due is based on the address to which the product and/or materials is shipped. Distributors who request a tax-exempt purchase for resale from Loving Works (not permitted in all states) must provide the Company with a copy of their valid and current resale exemption certificate showing a resale tax number. This number must appear on all orders placed with Loving Works. The Distributor must then collect the tax from his/her retail customer and remit it to the proper state and local taxing authority. All Distributors must pay tax to the Company on their personal purchases made for personal use and consumption. Distributors agree to abide by the rules and procedures as set forth in the sales tax collection agreements that the Company may enter into with the various states and local jurisdictions.

54. RETAIL OUTLETS

Loving Works products may be displayed in and sold by any retail outlet, or nutritional center. Distributors who own and work at a retail outlet may display the products but are not authorized to display Loving Works products at a chain of retail locations without prior approval. It is permissible to take orders for Loving Works products and services in businesses such as professional services offices, "by appointment" establishments or similar non-retail establishments. However any of these locations would require sufficient volume discount to allow adequate return for the retailer, special training and display signage.

55. PRICE CHANGES

All Loving Works product and literature prices are subject to change without notice.

56. SHIPPING COSTS

Distributors have the responsibility to indicate (a) method and means of shipping and (b) destination address. The methods available are stated on each order form and the costs can be calculated by using the shipping and handling cost information also provided. NOTE: Should the receiving party of any order shipped from Loving Works refuse delivery and the shipment be returned to Loving Works, the ordering Distributor will be notified of such an event. Repeated events in the same month may cause the Distributor's status to be made "inactive" pending resolution of the delivery refusal. Non-accepted delivery charges will be debited to the Distributor's account.

57. DAMAGED GOODS

The shipping company is responsible for any damage that occurs after it takes physical custody of the goods. A Distributor who receives damaged goods should follow this procedure:

- a) Accept delivery.
- b) Before the driver leaves, document on the delivery receipt the number of packages which seem to be damaged.
- c) Save the damaged products or packages for inspection by the shipping agent.
- d) Make an appointment with the shipping company to have the damaged goods inspected.
- e) File a claim with the shipping company.

58. EXCESSIVE DISTRIBUTOR RETURNS

Distributors may return up to \$300 in products in a calendar year for refund. For returns exceeding \$300, the Company may consider such returns-for-refund to be a request to cancel the Distributor's Agreement.

59. RETAIL CUSTOMER RETURNS

Loving Works offers a 100-percent unconditional money-back guarantee on products sold to all retail customers. Every Loving Works Distributor must honor this guarantee. If a retail customer is dissatisfied with any Loving Works product for any reason, then that retail customer may return that product to the Distributor from whom it was purchased, within 60 days, for either a replacement or a full refund of the purchase price. Loving Works will replace the returned product providing the following steps and conditions are met:

- a) The product is returned to Loving Works by the Distributor through whom the purchase was made.

b) The product must be received by Loving Works within 15 days of the return date to the Distributor.

c) The return package includes the following:

1) A signed statement from the retail customer identifying the reason for the return.

2) A copy of the original retail sales receipt.

3) The unused portion of the product in its original container.

4) The name, address, and telephone number of the retail customer.

d) Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the most economical means of shipping is recommended.

e) Loving Works will prepay the cost of shipping the replacement or of a refund.

Loving Works will not refund to any Distributor the purchase price of any retail customer returns and no replacement of product will be made if the conditions of this rule are not met. If you do not have a copy of the receipt, then contact the Loving Works Distributor Support to see if this order is on file. For customers who purchase product directly from a Distributor's website and wishes to return the product, he or she may do so by contacting Loving Works Customer Service Department for a return authorization number within 30 days of the purchase date. The customer will then have 15 days to return the product after receiving a Return Authorization Number. Loving Works does not have to recognize or credit a return that is returned without a Return Authorization Number or returned after the 15-day return period. Replacement or refunds will be sent directly to customers who purchase from the Distributor's website.

60. QUALITY CONTROL

Loving Works will replace, within 30 days of purchase, any product found to be defective. However, no product should be returned to Loving Works without a Return Authorization Number, available by calling Customer Service or Distributor Support. Strict compliance with the following is required:

a) A written replacement request must be submitted, stating the reason for the request and accompanied by proof of payment and a copy of the order form or packing slip.

b) Loving Works will instruct the Distributor where to ship the product for inventory and verification, and will also provide the appropriate Return Authorization Number. Upon receipt and verification of the product, Loving Works will ship replacement product as appropriate.

NOTE: Any return received without prior approval may cause the status of that Distributor to be made "inactive" until the situation is clarified to the satisfaction of Loving Works. Further, there is no assurance that the product will be considered replaceable.

61. TERMINATION RETURNS

If a terminating Distributor has purchased products for inventory purposes or mandatory sales aids while the Distributor agreement was in effect, all unencumbered products in a resalable condition then in possession of the Distributor, which have been purchased within 12 months of cancellation, may be submitted for repurchase. The repurchase shall be at a price of not less than 80 percent of the original net cost to the Distributor. In addition, the Company will honor statutory buyback requirements of every jurisdiction. Montana Distributors who cancel within 15 days are entitled to a 100% refund of any consideration given to participate. Loving Works will also repurchase at 80% any sales materials and the Loving Works Start-Up Kit for a period of one year from the time of purchase providing the materials are current and in resalable condition.

a) A written return request must be submitted, and accompanied by proof of payment and a copy of the order form, if used.

b) Loving Works will instruct the Distributor where to ship the product for inventory and verification, and will also provide the Distributor with the appropriate Return Authorization Number. Upon receipt and inspection of the return, Loving Works will process the appropriate refund for payment.

c) Distributor must pay the cost of return freight.

NOTE: Product or sales materials not in resalable condition will be returned to Distributor at the Distributor's cost.

62. BUYER'S RIGHT TO CANCEL

Federal law empowers a buyer to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers retail consumer sales of \$25 or more that occur away from the seller's main office. The Loving Works Sales Order form contains all legally required notices. It must be signed by the buyer and one copy must be given to the buyer on every sale. In addition, the Distributor must orally inform the buyer of the three-day right to cancel at the time the buyer signs the contract of sale or purchases the goods. With regard to products, in all cases where the customer, at his or her sole discretion, deems the Retail Customer Returns policy, stated above, more favorable, that policy shall apply and override this policy. With regard to services, at the end of the three-day period as stated herein, all sales of services are final and non-returnable.

63. DISTRIBUTOR'S RESPONSIBILITY

If a retail customer mails or delivers to a Distributor a valid notice of cancellation prior to midnight on the third business day after ordering or purchasing the program, service, and/or product, it must be honored by the Distributor. If the buyer has taken delivery of any goods, they must be returned with the notice in substantially as good condition as when delivered. With regard to services, the shrink-wrapped materials describing and explaining the services must be

returned unopened. Within 10 business days after receiving the notice, the Distributor must refund all payments made under the contract of sale.

64. RECORD KEEPING

Loving Works encourages all its Distributors to keep complete and accurate records of all their business dealings. A recommended publication is the Retail Industry ATG—Chapter 3—Examination Techniques for Specific Industries (Direct Sellers), available from the IRS website.

65. ACCEPTABLE FORMS OF PAYMENTS

Loving Works accepts credit cards (Visa and MasterCard, Discover and American Express), checks, money orders, and bank drafts. Cash may be used for purchase of products directly from Distributors, of course.

66. RETURNED CHECKS

Loving Works will charge a returned check fee of \$25 on a check returned for insufficient funds. All future orders by a Distributor who submits a check to Loving Works with insufficient funds shall need to be paid by accepted forms of payment other than checks.

67. THIRD PARTY USE OF FORMS OF PAYMENT

A Distributor shall not permit other Distributors or customers to use his or her credit card, checking or savings account to make purchases from Loving Works.

68. ADJUSTMENTS FOR RETURNED PRODUCTS OR CANCELED ORDERS

When products are returned or orders are canceled, adjustments will be made to the current month's volumes of the respective Distributor and his up-line Distributors.

69. AMENDMENTS

Loving Works reserves the right to amend this Agreement, its prices, product availability, and compensation plan as it deems appropriate. Amendments will be communicated to all Distributors through Loving Works publications and website. Amendments are effective and binding on all Distributors as of the date of their publication.

70. NON-WAIVER PROVISION

No failure of Loving Works to exercise any power under this Agreement or to insist upon strict compliance by a Distributor with any obligation or provision herein, and no custom or practice of the parties at variance with this Agreement, shall constitute a waiver of the Company's right to demand exact compliance with this Agreement. Waiver by the Company can only be made in writing by an authorized officer of the Company. The Company's waiver of any particular default by a Distributor shall not affect or impair the Company's rights with respect to any

subsequent default, nor shall it affect in any way the rights or obligations of any other Distributor.

71. SEVERABILITY

If any provision of this Agreement, including these rules and regulations, or any specification or operating procedure which Loving Works has prescribed is held to be invalid or unenforceable under law or rule of any applicable jurisdiction, Loving Works shall have the right to modify the invalid or unenforceable provision to the extent necessary to render it valid and enforceable.

The Distributor shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

72. JURISDICTION

All disputes and claims relating to this Agreement, the Loving Works compensation plan, its products, the rights and obligations of a Distributor and Loving Works, or any other claims or causes of action relating to the performance of this Agreement by either party, shall be governed by the laws of Michigan and shall be adjudicated totally and finally in Detroit, Michigan, or such other location as Loving Works prescribes. Louisiana residents only: In the event of a dispute for jurisdictional purposes, a Louisiana resident Distributor shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law.

73. LIABILITY

To the extent permitted by law, Loving Works shall not be liable for and Distributor releases Loving Works from, and waives all claims for any loss of profits, direct or indirect, special or consequential damages or any other loss incurred or suffered by Distributor as a result of (a) the breach by Distributor of this Agreement, (b) the operation of Distributor's business, (c) any incorrect or wrong data or information provided by Distributor, or (d) the failure to provide any information or data necessary for Loving Works to operate its business, including without limitation, the enrollment and acceptance of Distributor into the income opportunity or the payment of commissions and bonuses.

74. NO WARRANTIES

Except as expressly stated herein, Loving Works makes no warranty or representation as to the merchantability, fitness for a specific purpose, workmanship or any other warranty concerning any product or service purchased from or through Loving Works.

75. DELAYS IN PERFORMANCE

Loving Works shall not be responsible for any delays or inability to perform its obligations with respect to this Agreement when acts of nature and man, such as hurricanes, tornadoes, earthquakes, fires, wars, labor strikes, government actions and other circumstances preclude the ability of Loving Works to conduct its business.

76. REPORTING POLICY VIOLATIONS

Distributors must report directly to Loving Works any and all observed policy violations. Policy violations should be reported in writing to the Loving Works Compliance Department with details and supporting documents.



We are proud to be a member of the Direct Selling Association.

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