POLICIES AND PROCEDURES

CONTENTS

SECTION 1-INTRODUCTION

1.1 Mutual Commitment Statement
1.2 bath•ologie Policies and Compensation Plan Incorporated into the Independent Bathologist Agreement
1.3 Purpose of Policies
1.4 Changes, Amendments, and Modifications
1.5 Delays
1.6 Effective Date

SECTION 2-BASIC PRINCIPLES

2.1 Becoming A bath•ologie Independent Bathologist
2.2 New Independent Bathologist Registration
2.3 Rights Granted
2.4 Identification Numbers
2.5 Renewals and Expiration of the Independent Bathologist Agreement
2.6 Business Entities
2.7 Independent Business Relationship; Indemnification for Actions
2.8 Insurance
2.9 Errors or Questions

SECTION 3-BATH • OLOGIE’S INDEPENDENT BATHOLOGIST RESPONSIBILITIES

3.1 Correct Addresses
3.2 Training and Leadership
3.3 Constructive Criticism; Ethics
3.4 Reporting Policy Violation
3.5 Sponsorship
3.7 Cross Sponsoring Prohibition
3.7 Adherence to the bath•ologie Compensation Plan
3.8 Adherence to Laws and Ordinances
3.9 Compliance with Applicable Income Tax Laws
3.10 One bath•ologie Business per Independent Bathologist
3.11 Solicitation for Other Companies or Products
3.12 Presentation of the bath•ologie Opportunity
3.13 Sales Requirements are governed by the Compensation Plan

SECTION 4-ORDERING

4.1 General Order Policies
4.2 Insufficient Funds
4.3 Sales Tax Obligation
SECTION 5-PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications
5.2 Computation of Commissions and Discrepancies
5.3 Adjustments to Bonuses and Commissions for Returned Products or Independent Bathologist Memberships.

SECTION 6-REFUND POLICY

6.1 Redelivery

SECTION 7-PRIVACY POLICY

7.1 Introduction
7.2 Expectation of Privacy
7.3 Employee Access to Information
7.4 Restrictions on the Disclosure of Account Information

SECTION 8-PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information
8.2 Obligation of Confidentiality
8.3 Breach and Remedies
8.4 Return of Materials

SECTION 9-ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

9.1 Labeling, Packaging, and Displaying Products
9.2 Use of Company Names and Protected Materials
9.3 Faxes and E-mail – Limitations
9.4 Internet and Third-Party Web site Restrictions
9.5 Advertising and Promotional Materials
9.6 Testimonial Permission
9.7 Telemarketing – Limitations

SECTION 10-INTERNATIONAL MARKETING

10.1 International Marketing Policy

SECTION 11-CHANGES TO AN INDEPENDENT BATHOLOGIST’S BUSINESS
11.1 Modification of the Independent Bathologist agreement
11.2 Change Sponsor or Placement for Active Independent Bathologists
11.3 Change Sponsor or Placement for Inactive Independent Bathologists
11.4 Change Organizations
11.5 Unethical Sponsoring
11.6 Sell, Assign or Delegate Ownership
11.7 Separating a bath•ologie Business
11.8 Succession
11.9 Resignation/Voluntary Termination
11.10 Involuntary Termination
11.11 Effect of Cancellation

SECTION 12 - DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action – Purpose
12.2 Consequences and Remedies of Breach

SECTION 13 - DISPUTE RESOLUTION

13.1 Grievances
13.2 Arbitration
13.3 Severability
13.4 Waiver
13.5 Successors and Claims

SECTION 14 - GOVERNING LAW

SECTION 15 - BATH•OLOGIE GLOSSARY OF TERMS
1.0 INTRODUCTION

1.1 Mutual Commitment Statement

Bathologie, LLC. ("bath•ologie") recognizes that in order to develop a long-term and mutually rewarding relationship with its Business Owners ("Independent Bathologists") and Customers, bath•ologie and the Independent Bathologists must acknowledge and respect the true nature of the relationship.

A. In the spirit of mutual respect and understanding, bath•ologie is committed to:

   I. Provide prompt, professional and courteous service and communications to all of its Independent Bathologists and customers;
   II. Provide the highest quality products, at fair and reasonable prices;
   III. Exchange or refund any damaged as provided in our Return Policy;
   IV. Deliver orders promptly and accurately;
   V. Pay commissions accurately and on a timely basis;
   VI. Expedite orders or checks if an error or unreasonable delay occurs;
   VII. Roll out new products and programs with Independent Bathologist input and planning;
   VIII. Implement changes in the Compensation Plan or Policies and Procedures that affect the Independent Bathologist with input from the Bathologists;
   IX. Support, protect and defend the integrity of the bath•ologie Business Opportunity;
   X. Offer Independent Bathologists an opportunity to grow with bath•ologie with such growth guided by the principles of Servant Leadership.

B. In return, bath•ologie expects that its Independent Bathologists will:

   I. Conduct themselves in a professional, honest, and considerate manner;
   II. Present bath•ologie corporate and product information in an accurate and professional manner;
   III. Present the Compensation Plan and Return Policy in a complete and accurate manner;
   IV. Not make exaggerated income claims;
   V. Make reasonable efforts to support and train Independent Bathologists 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 Independent Bathologists and Customers in their downline while exercising caution to avoid interference with other downlines. As such, an Independent Bathologist is discouraged from providing cross-line training to an Independent Bathologist or customer in a different organization without first obtaining consent of the Independent Bathologist’s or customer’s upline leader;
   VIII. Support, protect, and defend the integrity of the bath•ologie Business Opportunity;
   IX. Accurately complete and submit the Independent Bathologist Agreement and any requested supporting documentation in a timely manner.

1.2 bath•ologie Policies and Compensation Plan Incorporated into the Independent Bathologists Agreement
A. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the bath•ologie Agreement, these Policies and Procedures, and the bath•ologie Compensation Plan.

B. It is the responsibility of the sponsoring Independent Bathologist to provide the most current version of these Policies and Procedures (available on the bath•ologie Web site) and the bath•ologie Compensation Plan to each applicant prior to his or her execution of an Independent Bathologist Agreement.

1.3 Purpose of Policies

A. bath•ologie is a direct sales company that markets products and services through business owners referred to as Independent Bathologists. To clearly define the relationship that exists between Independent Bathologists and bath•ologie, and to explicitly set a standard for acceptable business conduct, bath•ologie has established these Policies and Procedures.

B. bath•ologie Independent Bathologists are required to comply with (i) all of the Terms and Conditions set forth in the Independent Bathologist Agreement, which bath•ologie may amend in its sole discretion; (ii) all Federal, state, provincial, territorial, and local laws governing his or her bath•ologie business; and (iii) these Policies and Procedures.

C. bath•ologie Independent Bathologists must review the information in these Policies and Procedures carefully. Should an Independent Bathologist have any questions regarding a policy or rule, the Independent Bathologist is encouraged to seek an answer from his or her sponsor or any other upline Independent Bathologist. If further clarification is needed the Independent Bathologist may contact bath•ologie customer service.

1.4 Changes, Amendments, and Modifications

A. Because federal, state, and local laws, as well as the business environment, periodically change, bath•ologie reserves the right to amend the Agreement and the prices in its bath•ologie Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official bath•ologie Materials.

B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:

   I. Posting on the official bath•ologie Web site;
   II. Electronic mail (e-mail); or
   III. In writing through the bath•ologie newsletters or other bath•ologie communication channels.

1.5 Delays

bath•ologie shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective as of April 29th, 2013.
2.0 BASIC PRINCIPLES

2.1 Becoming A bath•ologie Independent Bathologist

A. To become an Independent Bathologist, an applicant must comply with the following requirements:

1. Be of the age of majority (not a minor) in his or her state of residence;
2. Reside or have a valid address in the United States;
3. Have a valid Social Security Number, Federal Tax ID Number, or Taxpayer Identification Number (TIN);
4. Submit a properly completed and signed Independent Bathologist Agreement to bath•ologie;
5. Not be a bath•ologie employee, the Spouse of a bath•ologie employee or related to an employee of bath•ologie and living in the same household as such bath•ologie employee.

2.2 New Independent Bathologist Registration

A. A potential new Independent Bathologist may self-enroll on the sponsor’s web site. In such event, instead of a physically signed Independent Bathologist agreement, bath•ologie will accept the web enrollment and Independent Bathologist agreement by accepting the “electronic signature” stating the new Independent Bathologist has accepted the terms and conditions of such Independent Bathologist Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Independent Bathologist and bath•ologie.

B. bath•ologie reserves the right to require signed paperwork for any account, regardless of origin.

C. If requested the signed Independent Bathologist Agreement must be received by bath•ologie within 14 days of enrollment.

D. Signed documents, including but not limited to Independent Bathologist Agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Independent Bathologist’s business.

2.3 Rights Granted

A. bath•ologie hereby grants to the Independent Bathologist a non-exclusive right, based upon the terms and conditions contained in the Independent Bathologist agreement and these Policies and Procedures, to:

1. bath•ologie products and services;
2. Promote and sell bath•ologie products and services; and bath•ologie
3. Sponsor new Independent Bathologists and customers in the United States and in countries where bath•ologie may become established after the effective date of these Policies and Procedures.

2.4 Identification Numbers
A. Each Independent Bathologist is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States, to bathologie on the Independent Bathologist Agreement. bathologie reserves the right to withhold commission payments from any Independent Bathologist who fails to provide such information or who provides false information.

B. Upon enrollment, bathologie will provide a bathologie Identification Number to the Independent Bathologist. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the Independent Bathologist Agreement

A. If the Independent Bathologist allows his or her Independent Bathologist Agreement to expire due to nonpayment, the Independent Bathologist will lose any and all rights to his or her downline organization unless the Independent Bathologist re-activates within 60 days following the expiration of the agreement.

B. If the former Independent Bathologist re-activates within the 60-day time limit, the Independent Bathologist will resume the rank and position held immediately prior to the expiration of the Independent Bathologist Agreement. However, such Independent Bathologist’s paid as level will not be restored unless he or she qualifies at that payout level in the new month. The Independent Bathologist is not eligible to receive commissions for the time period that the Independent Bathologist’s business was expired.

C. Any Independent Bathologist who was terminated or whose agreement has expired and lapsed the 60 day grace period is not eligible to re-apply for a bathologie business for 6 months following the expiration of the Independent Bathologist Agreement.

D. The downline of the expired Independent Bathologist will roll up to the immediate, active upline sponsor.

2.6 Business Entities

A. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity”) may apply to be a bathologie Independent Bathologist. This Independent Bathologist business and position will remain temporary until the proper documents are submitted. The entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate trust documents. bathologie must receive these documents within 14 days from the date the Independent Bathologist Agreement was signed.

B. A bathologie Independent Bathologist may change its status under the same sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

2.7 Independent Business Relationship; Indemnification for Actions

A. The bathologie Independent Bathologist is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Independent Bathologist’s success depends on his or her independent efforts.

B. The agreement between bathologie and its Independent Bathologist does not create an employer/employee relationship, agency, partnership, or joint venture between bathologie and the Independent Bathologist.
C. A bath•ologie Independent Bathologist shall not be treated as an employee of bath•ologie for any purposes, including, without limitation, for Federal, state, or provincial tax purposes. All Independent Bathologist are responsible for paying local, state, provincial, and Federal taxes due from all compensation earned as an Independent Bathologist of bath•ologie. Any other compensation received by Independent Bathologist from bath•ologie will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Independent Bathologist has no express or implied authority to bind bath•ologie to any obligation or to make any commitments by or on behalf of bath•ologie. Each Independent Bathologist shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the terms of the Independent Bathologist agreement, these Policies and Procedures and applicable State, Federal and Provincial laws.

D. The bath•ologie Independent Bathologist is fully responsible for all of his or her verbal and written communications made regarding bath•ologie products, services, and the compensation plan that are not expressly contained within official bath•ologie materials. Independent Bathologist shall indemnify and hold harmless bath•ologie, its directors, officers, employees, and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by bath•ologie as a result of the Independent Bathologist’s unauthorized representations or actions. This Provision shall survive the termination of the bath•ologie Independent Bathologist Agreement.

2.8 Insurance

A. Business Pursuits Coverage. bath•ologie encourages Independent Bathologist to arrange insurance coverage for their business. A homeowner’s insurance policy does not cover business related injuries, or the theft of, or damage to inventory or business equipment. bath•ologie Independent Bathologist need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a “Business Pursuit” endorsement to an existing homeowner’s policy.

2.9 Errors or Questions

A. If an Independent Bathologist has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Independent Bathologist must notify bath•ologie in writing within 30 days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived by the Independent Bathologist.

3.0 BATH•OLOGIE’S INDEPENDENT BATHOLOGIST RESPONSIBILITES

3.1 Correct Addresses

A. It is the responsibility of the Independent Bathologist or customer to make sure bath•ologie has the correct shipping address before any orders are shipped.
B. An Independent Bathologist or Customer will need to allow up to 30 days for processing after the notice of address change has been received by bath•ologie.
C. An Independent Bathologist or customer may be assessed a $20 fee for returned shipments due to an incorrect shipping address.
3.2 Training and Leadership

A. Any bath•ologie Independent Bathologist who sponsors another Independent Bathologist into bath•ologie must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her bath•ologie business. Sponsoring Independent Bathologists should have ongoing contact and communication with the Independent Bathologists in their downline organizations. Examples of communication may include but are not limited to: newsletters, written correspondence, telephone, contact, team calls, voice-mail, e-mail, personal meetings, accompaniment of downline Independent Bathologists to bath•ologie meetings and training sessions and any other related functions.

B. A Sponsoring bath•ologie Independent Bathologist should monitor the Independent Bathologists in his or her downline organizations to ensure that downline Independent Bathologists do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Independent Bathologist should be able to provide documented evidence to bath•ologie of his or her ongoing fulfillment of the responsibilities of a sponsor.

C. Upline Independent Bathologists are encouraged to motivate and train new Independent Bathologists about bath•ologie’s products and services, effective sales techniques, the bath•ologie compensation plan and compliance with company policies and procedures.

D. Marketing product is a required activity in bath•ologie and must be emphasized in all recruiting presentations.

E. We emphasize and encourage all Independent Bathologists to sell bath•ologie’s products and services to customers.

F. Use of Sales Aids. To promote both the products and the opportunity bath•ologie offers, Independent Bathologists must use the sales aids and support materials produced by bath•ologie. If bath•ologie Independent Bathologists develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Independent Bathologist’ good intentions, they may unintentionally violate any number of statutes or regulations affecting a bath•ologie business. These violations, although they may be relatively few in number, could jeopardize the bath•ologie opportunity for all Independent Bathologists. Accordingly, Independent Bathologists must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company’s approval prior to use. Unless the Independent Bathologist receives specific written approval to use the material, the request shall be deemed denied. All Independent Bathologists shall safeguard and promote the good reputation of bath•ologie and its products. The marketing and promotion of bath•ologie, the bath•ologie opportunity, the Compensation Plan, and bath•ologie 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 Constructive Criticism; Ethics

A. bath•ologie desires to provide its Independent Bathologist with the best products and services, Compensation Plan, in the industry. Accordingly, bath•ologie values constructive criticism and encourages the submission of written comments addressed to bath•ologie compliance department.

B. Negative and disparaging comments about bath•ologie, its products or Compensation Plan, by Independent Bathologists made to bath•ologie, in the Field or at bath•ologie meetings or events, or disruptive behavior at bath•ologie meetings or events, serve no purpose other than to dampen the
enthusiasm of other bath•ologie Independent Bathologists. bath•ologie Independent Bathologists must not belittle bath•ologie, other bath•ologie Independent Bathologists, bath•ologie products or services, the Compensation Plan, or bath•ologie directors, officers, or employees. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by bath•ologie.

C. bath•ologie endorses the following code of ethics:

I. A bath•ologie Independent Bathologist must show fairness, tolerance, and respect to all people associated with bath•ologie, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.

II. An Independent Bathologist shall strive to resolve business issues, including situations with upline and downline Independent Bathologists, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.

III. bath•ologie Independent Bathologists must be honest, responsible, professional and conduct themselves with integrity.

IV. bath•ologie Independent Bathologists shall not make disparaging statements about bath•ologie, other Independent Bathologists, bath•ologie employees, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.

D. bath•ologie may take appropriate action against an Independent Bathologist if it determines, in its sole discretion, that an Independent Bathologist’s conduct is detrimental, disruptive, or injurious to bath•ologie or to other Independent Bathologist.

3.4 Reporting Policy Violation

A. An Independent Bathologist who observes a policy violation by another Independent Bathologist should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the bath•ologie Corporate office. The letter shall set forth the details of the incident as follows:

   I. The nature of the violation;
   II. Specific facts to support the allegations;
   III. Dates;
   IV. Number of occurrences;
   V. Persons involved; and
   VI. Supporting documentation

B. Once the matter has been presented to bath•ologie, it will be researched thoroughly by the Compliance department and appropriate action will be taken if required.

C. This section refers to the general reporting of policy violations as observed by other Independent Bathologists for the mutual effort to support, protect, and defend the integrity of the bath•ologie business and opportunity. If an Independent Bathologist has a grievance or complaint against another Independent Bathologist which directly relates to his or her bath•ologie business, the procedures set forth in these policies must be followed.

3.5 Sponsorship
A. The sponsor is the person who introduces an Independent Bathologist or customer to bath•ologie, helps them complete their enrollment, and supports and trains those in their downline.

B. bath•ologie recognizes the sponsor as the name(s) shown on the first:

   I. Physically signed bath•ologie Independent Bathologist agreement on file; or
   II. Electronically signed Independent Bathologist Agreement from a web site or a bath•ologie Independent Bathologists web site.

C. An Independent Bathologist Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by bath•ologie.

D. bath•ologie recognizes that each new prospect has the right to ultimately choose his or her own sponsor, but bath•ologie will not allow Independent Bathologist to engage in unethical sponsoring activities.

E. All active Independent Bathologist in good standing have the right to Sponsor and enroll others into bath•ologie. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Independent Bathologist will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Independent Bathologist who presented a comprehensive introduction to bath•ologie products or business opportunity.

F. A Protected Prospect is a guest of any bath•ologie Independent Bathologist or Customer who attended a bath•ologie event or conference call. For 60 days following the event, a Protected Prospect cannot be solicited or sponsored by any other bath•ologie Independent Bathologist who attended the same event. A bath•ologie event can be defined as the following:

   I. Any bath•ologie training session;
   II. Conference call;
   III. Fly-in meeting; or
   IV. Presentation, including but not limited to a bath•ologie at home presentation, whether sponsored by bath•ologie, an Independent Bathologist, a Customer, or an agent or agency designated by bath•ologie.

3.6 Cross Sponsoring Prohibition

A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or business entity that already has a signed Independent Bathologist Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by bath•ologie, sanctions up to and including termination of an Independent Bathologist’s business may be imposed.

B. The use of a spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.

C. This policy does not prohibit the transfer of a bath•ologie business in accordance with bath•ologie Sale or Transfer policy set forth in these Policies.

3.7 Adherence to the bath•ologie Compensation Plan
A. An Independent Bathologist must adhere to the terms of the bath•ologie Compensation Plan as set forth in these Policies and Procedures as well as in official bath•ologie literature. Deviation from the Compensation Plan is prohibited.

B. An Independent Bathologist shall not offer the bath•ologie opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official bath•ologie literature.

C. An Independent Bathologist shall not require or encourage a current or prospective Customer or Independent Bathologist to participate in bath•ologie in any manner that varies from the Compensation Plan as set forth in official bath•ologie literature.

D. An Independent Bathologist shall not require or encourage a current or prospective Customer or Independent Bathologist to make a purchase from or payment to any individual or other entity as a condition to participating in the bath•ologie Compensation Plan, other than such purchases or payments required to naturally build their business.

3.8 Adherence to Laws and Ordinances

A. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances do not apply to Independent Bathologist because of the nature of the business. However, Independent Bathologist must check their local laws and obey the laws that do apply to them.

B. A bath•ologie Independent Bathologist shall comply with all Federal, state, and local laws and regulations in them conduct of his or her bath•ologie business.

3.9 Compliance with Applicable Income Tax Laws

A. bath•ologie will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US Independent Bathologist whose earnings for the year is at least $600 or who has purchased more than $5,000 of bath•ologie products for resale or who received trips, prizes or awards valued at $600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Independent Bathologist, and a minimum charge of $20 may be assessed by bath•ologie. bath•ologie Independent Bathologists are responsible for the payment of taxes on these trips, prizes, or awards provided to them by bath•ologie.

B. An Independent Bathologist accepts sole responsibility for and agrees to pay all Federal, state, provincial and local taxes on any income generated as an Independent Bathologist, and further agrees to indemnify bath•ologie from any failure to pay such tax amounts when due.

C. If an Independent Bathologist’s business is tax exempt, the Federal Tax Identification number must be provided to bath•ologie in writing.

D. bath•ologie encourages all Independent Bathologists to consult with a tax advisor for additional information for their business.

3.10 One bath•ologie Business per Independent Bathologist

A. An Independent Bathologist may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one bath•ologie business. No individual may have, operate or receive compensation from more than one bath•ologie business. Individuals of the same family unit may each enter into or have an interest in their own separate bath•ologie businesses, only if each subsequent family position is placed frontline to the first family
member enrolled. A “family unit” is defined as spouses and dependent children living at or doing business at the same address.

3.11 Solicitation for Other Companies or Products

A. A bath•ologie Independent Bathologist may participate in other direct sales, multilevel network marketing or relationship marketing business ventures or marketing opportunities. However, during the term of this Agreement and for one year thereafter, a bath•ologie Independent Bathologist may not recruit any bath•ologie Independent Bathologist or customer for any other direct sales or network marketing business, unless that Independent Bathologist or customer was personally sponsored by such Independent Bathologist.

B. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Independent Bathologist or customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Independent Bathologist’s actions are in response to an inquiry made by another Independent Bathologist or customer.

C. During the term of this Agreement and for a period of six months thereafter, any bath•ologie Independent Bathologist must not sell, or entice others to sell, any competing products or services, including training materials, to bath•ologie customers or Independent Bathologist. Any product or service in the same category as a bath•ologie product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality. This provision does not apply 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).

D. However, an Independent Bathologist may sell non-competing products or services to bath•ologie customers and Independent Bathologist that they personally sponsored.

E. An Independent Bathologist may not display or bundle bath•ologie products or services, in sales literature, on a web site or in sales meetings, with any other products or services to avoid confusing or misleading a prospective customer or Independent Bathologist into believing there is a relationship between the bath•ologie and non-bath•ologie products and services.

F. A bath•ologie Independent Bathologist may not offer any non-bath•ologie opportunity, products or services at any bath•ologie related meeting, seminar or convention, or immediately following a bath•ologie event.

G. As a condition of participating in the bath•ologie opportunity and in consideration of receipt of commissions and other bonuses from bath•ologie, a former Independent Bathologist may not recruit any bath•ologie Independent Bathologist or customer for another direct selling, multilevel, network marketing, or relationship marketing company for a period of six months following the termination, expiration, or cancellation of the Independent Bathologist agreement.

H. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between bath•ologie and its Independent Bathologists and would inflict irreparable harm on bath•ologie. In such event, bath•ologie may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Independent Bathologist or such Independent Bathologist’s business including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.12 Presentation of the bath•ologie Opportunity
A. In presenting the bath•ologie opportunity to potential customers and Independent Bathologists, an Independent Bathologist is required to comply with the following provisions:

I. An Independent Bathologist shall not misquote or omit any significant material fact about the Compensation Plan.
II. An Independent Bathologist shall make it clear that the Compensation Plan is based upon sales of bath•ologie products and services and upon the sponsoring of other Independent Bathologists.
III. An Independent Bathologist shall make it clear that success can be achieved only through substantial independent efforts.
IV. A bath•ologie Independent Bathologist shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the bath•ologie opportunity or Compensation Plan to prospective Independent Bathologists or Customers.
V. An Independent Bathologist may not make any claims regarding products or services of any products offered by bath•ologie, except those contained in official bath•ologie literature.
VI. An Independent Bathologist may not use official bath•ologie material to promote the bath•ologie business opportunity in any country where bath•ologie has not established a “presence.”

3.13 Sales Requirements are Governed by the Compensation Plan

A. bath•ologie Independent Bathologists may purchase bath•ologie products and then re-sell them at any price they choose. bath•ologie will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a bath•ologie business.
B. The bath•ologie program is built on sales to the ultimate consumer. bath•ologie encourages its Independent Bathologists to only purchase inventory 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. Independent Bathologists must never attempt to influence any other Independent Bathologist to buy more products than they can reasonably use or sell to retail customers in a month.
C. Each bath•ologie Independent Bathologist commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such demand if requested by the Company or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited. bath•ologie 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.

4.0 ORDERING

4.1 General Order Policies

A. Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Independent Bathologist or Customer; (c) the enrollment or attempted enrollment of nonexistent individuals or entities as Independent Bathologist or Customers (“phantoms”); (d) purchasing bath•ologie products or services on behalf of another Independent Bathologist or Customer, or under another Independent
An Independent Bathologist shall not use another Independent Bathologist’s or customer’s credit card or debit checking account to enroll in bath•ologie or purchase products or services without the account holder’s written permission. Such documentation must be kept by the Independent Bathologist indefinitely in case bath•ologie needs to reference this.

B. Regarding an order with an invalid or incorrect payment, bath•ologie will attempt to contact the Independent Bathologist by phone, mail or email in order to obtain another form of payment. If these attempts are unsuccessful after 10 business days, the order will be canceled.

C. If an Independent Bathologist wants to move an order to another Independent Bathologist’s position, he or she must have prior authorization, of all parties involved. bath•ologie will charge the Independent Bathologist a $20 fee for processing.

D. Prices are subject to change without notice.

E. An Independent Bathologist or Customer who is a recipient of a damaged or incorrect order must notify bath•ologie within 30 calendar days from receipt of the order and follow the procedures as set forth in these Policies.

4.2 Insufficient Funds

A. All checks returned for insufficient funds will be re-submitted for payment. A $35 fee will be charged to the account of the Independent Bathologist or Customer for all returned checks and insufficient funds.

B. Any outstanding balance owed to bath•ologie by an Independent Bathologist or customer of the Independent Bathologist from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by bath•ologie from an Independent Bathologist’s future bonus and commission checks.

C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Independent Bathologist, constitute grounds for disciplinary sanctions.

D. If a credit card order or automatic debit is declined the first time, the customer or Independent Bathologist will be contacted for an alternate form of payment. If payment is declined a second time, the customer or Independent Bathologist may be deemed ineligible to purchase bath•ologie products or services or participate in the monthly auto ship.

4.3 Sales Tax Obligation

A. The Independent Bathologist shall comply with all state and local taxes and regulations governing the sale of bath•ologie products and services.

B. bath•ologie will collect and remit sales tax on Independent Bathologist orders unless an Independent Bathologist furnishes bath•ologie with the appropriate Resale Tax Certificate form. When orders are placed with bath•ologie, sales tax is prepaid based upon the purchase price. bath•ologie will remit the sales tax to the appropriate state and local jurisdictions. The Independent Bathologist may recover the
sales tax when he or she makes a sale. bath•ologie Independent Bathologists are responsible for any additional sales taxes due on products marked up and sold at a higher price.

C. bath•ologie encourages each Independent Bathologist to consult with a tax advisor for additional information for his or her business.

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications

A. An Independent Bathologist must be active and in compliance with bath•ologie Policies and Procedures to qualify for bonuses and commissions. So long as an Independent Bathologist complies with the terms of the agreement, bath•ologie shall pay commissions to such Independent Bathologist in accordance with the Compensation Plan.

B. bath•ologie will not issue a check to an Independent Bathologist without the receipt of a completed and signed bath • ologie Independent Bathologist Agreement or electronic authorization.

C. bath•ologie reserves the right to postpone commission payments until such time the cumulative amount exceeds $10.

5.2 Computation of Commissions and Discrepancies

A. In order to qualify to receive commissions and bonuses, an Independent Bathologist must be in good standing and comply with the terms of the Agreement and these Policies and Procedures. Commissions, overrides, and achievement levels are calculated each month.

B. A bath•ologie Independent Bathologist must review his or her monthly statement and bonus reports promptly and report any discrepancies within 30 days of receipt. After the 30 day “grace period” no additional requests will be considered for commission’s recalculation.

C. For additional information on payment of commissions, please review the Compensation Plan.

5.3 Adjustments to Bonuses and Commissions for Returned Products or Independent Bathologist Memberships.

A. An Independent Bathologist receives bonuses and commissions based on the actual sales of products and services to end consumers and to Independent Bathologist through product purchases. When a product or service is returned to bath•ologie for a refund from the end consumer or by an Independent Bathologist, the bonuses and commissions attributable to the returned product or service will be deducted from the Independent Bathologist 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 commission is recovered.

B. In the event that an Independent Bathologist terminates his or her business, and the amounts of the bonuses or commissions attributable to the returned products have not yet been fully recovered by bath•ologie, the remainder of the outstanding balance may be offset against any other amounts that may be owed by bath•ologie to the terminated Independent Bathologist.

6.0 REFUND POLICY
A. Given the personal customizations of each bath•ologie product, all purchases from the company are final and no refunds can or will be issued. This policy is clearly disclosed at the time of each transaction.  
B. bath•ologie maintains high standards when it comes to manufacturing your custom blended products and labels. However, occasionally accidents do happen. Under circumstances where your product arrives damaged, bath•ologie agrees to replace the item and incur the additional cost. In cases of damaged product, please follow instructions listed in section 6.1.  

6.1 Redelivery  

A. If product arrives in a damaged or defective condition, bath•ologie agrees to redeliver new product. Whether by a Customer or Independent Bathologist, these requests must be made as follows:  
   I. Provide a copy of the invoice of the damaged product. Such invoice can be provided via email to: redelivery@bathologie.com.  
   II. Provide photographic evidence of damage or defect. This evidence must be included in the same message initiating the request for redelivery.  

B. The return of $200 or more of products accompanied by a request for a refund within a calendar year, by an Independent Bathologist, may constitute grounds for involuntary termination.  

7.0 PRIVACY POLICY  

7.1 Introduction  

This Privacy Policy is to ensure that all Customers and Independent Bathologist understand and adhere to the basic principles of confidentiality.  

7.2 Expectation of Privacy  

A. bath•ologie recognizes and respects the importance of its Customers and Independent Bathologists place on the privacy of their financial and personal information. bath • ologie will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers’ and Independent Bathologists’ financial and account information and nonpublic personal information.  
B. By entering into the Independent Bathologist agreement, an Independent Bathologist authorizes bath•ologie to disclose his or her name and contact information to uplines Independent Bathologists solely for activities related to the furtherance of the bath•ologie business. An Independent Bathologist 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 bath•ologie business.  

7.3 Employee Access to Information  

bath•ologie limits the number of employees who have access to Customer’s and Independent Bathologist’ nonpublic personal information.  

7.4 Restrictions on the Disclosure of Account Information
A. bath•ologie will not share non-public personal information or financial information about current or former Customers or Independent Bathologists with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers’, or Independent Bathologists’ interests or to enforce its rights or obligations under these Policies and Procedures, or Independent Bathologist’s Agreement or with written permission from the account holder on file.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

A. By completing and signing the bath•ologie Independent Bathologist Agreement, the Independent Bathologist acknowledges that Business Reports, lists of Customer and Independent Bathologist names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by bath•ologie pertaining to the business of bath•ologie (collectively, “Reports”), are confidential and proprietary information and trade secrets belonging to bath•ologie.

8.2 Obligation of Confidentiality

A. During the term of the bath•ologie Independent Bathologist Agreement and for a period of 5 years after the termination or expiration of the Independent Bathologist Agreement between the Independent Bathologist and bath•ologie, the Independent Bathologist shall not:

   I. Use the information in the Reports to compete with bath•ologie or for any purpose other than promoting his or her bath•ologie business;
   II. Use or disclose to any person or entity any confidential information contained in the reports, including the replication of the genealogy in another network marketing company.

8.3 Breach and Remedies

A. The Independent Bathologist acknowledges that such 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 bath•ologie and to independent bath•ologie businesses.
B. bath•ologie and its Independent Bathologists will be entitled to injunctive relief or to recover damages against any Independent Bathologist who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney’s fees and expenses.

8.4 Return of Materials

A. Upon demand by bath•ologie, any current or former Independent Bathologist will return the original and all copies of all “Reports” to bath•ologie together with any bath•ologie confidential information in such person’s possession.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS
9.1 Labeling, Packaging, and Displaying Products

A. A bath•ologie Independent Bathologist may not re-label, re-package, refill, or alter labels of any bath•ologie product, or service, information, materials or programs in any way. bath•ologie products and services must only be sold in their original containers from bath•ologie. Such re-labeling or re-packaging violates Federal and state laws, which may result in criminal or civil penalties or liability.

B. A bath•ologie Independent Bathologist shall not cause any bath•ologie product or service or any bath•ologie trade name to be sold or displayed in retail establishments except the following:

   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 Independent Bathologist and the store does not exceed $1 million in annual gross revenue, and there are 5 or fewer stores under common ownership of management.

C. An Independent Bathologist may sell bath•ologie products and services and display the bath•ologie trade name at any appropriate display booth (such as trade shows) upon prior written approval from bath•ologie.

D. bath•ologie 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 bath•ologie opportunity.

9.2 Use of Company Names and Protected Materials

A. A bath•ologie Independent Bathologist must safeguard and promote the good reputation of bath•ologie and the products and services it markets. The marketing and promotion of bath•ologie, the bath•ologie opportunity, the Compensation Plan, and bath•ologie 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 bath•ologie must be used in their original form and cannot be changed, amended or altered except with prior written approval from the bath•ologie Compliance Department.

C. The name of bath•ologie, each of its product names and other names that have been adopted by bath•ologie in connection with its business are proprietary trade names, trademarks and service marks of bath•ologie. As such, these marks are of great value to bath•ologie and are supplied to Independent Bathologists for their use only in an expressly authorized manner.

D. A bath•ologie Independent Bathologist’s use of the name “bath•ologie” is restricted to protect bath•ologie proprietary rights, ensuring that the bath•ologie protected names will not be lost or compromised by unauthorized use. Use of the bath•ologie name on any item not produced by bath•ologie is prohibited except as follows:

   I. [Independent Bathologist’s name] bath•ologie Independent Bathologist
   II. [Independent Bathologist’s name] Independent Bathologist of bath•ologie.

E. Further procedures relating to the use of the bath•ologie name are as follows:
I. All stationery (i.e. letterhead, envelopes, and business cards) bearing the bath•ologie name or logo intended for use by the Independent Bathologist must be approved in writing by the bath•ologie Compliance Department.

II. bath•ologie Independent Bathologists may list “bath•ologie Independent Bathologist or Independent Bathologist” in the white pages of the telephone directory under his or her own name.

III. bath•ologie Independent Bathologists may not use the name bath•ologie 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, “bath•ologie Independent Bathologist,”

F. Certain photos and graphic images used by bath•ologie in its advertising, packaging, and Websites are the result of paid contracts with outside vendors that do not extend to Independent bath•ologie Bathologists. If an Independent Bathologist wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.

G. A bath•ologie Independent Bathologist shall not appear on or make use of television or radio, or make use of any other media to promote or discuss bath•ologie or its programs, products or services without prior written permission from the bath•ologie Compliance Department.

H. An Independent Bathologist may not produce for sale or distribution any Company event or speech, nor may an Independent Bathologist reproduce bath•ologie audio or video clips for sale or for personal use without prior written permission from the bath•ologie Compliance Department.

I. bath•ologie reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Independent Bathologist.

J. An Independent Bathologist shall not promote non-bath•ologie products or services in conjunction with bath•ologie products or services on the same Web sites or same advertisement without prior approval from bath•ologie Compliance.

9.3 Faxes and E-mail – Limitations

A. Except as provided in this section, an Independent Bathologist may not use or transmit unsolicited faxes, e-mail, mass e-mail distribution, or “spamming” that advertises or promotes the operation of his or her bath•ologie business. The exceptions are:

   I. Faxes or e-mailing any person who has given prior permission or invitation.
   II. Faxing or e-mailing any person with whom the Independent Bathologist has established a prior business or personal relationship.

B. In all states where prohibited by law, an Independent Bathologist 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 faxes, 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 senders fax or e-mail address, and a valid sender physical address.

VII. The date and time of the transmission.

VIII. Upon notification by recipient of his or her request not to receive further faxed or emailed documents, a bathologie Independent Bathologist 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.

   II. Sexually explicit materials.

9.4 Internet and Third-Party Web site Restrictions

A. An Independent Bathologist may not use third-party sites that contain materials copied from corporate sources (such as bathologie brochures, CDs, videos, tapes, events, presentations, and corporate Web sites) nor create his or her own bathologie material. This policy ensures brand consistency, allows customers and Independent Bathologists to stay up-to-date with changing products and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.

B. A bathologie Independent Bathologist who currently qualifies at the rank of Vice President and above may apply to the Compliance Department for an exception to the third-party Website policy. To qualify for an exception, the Web site must serve a unique market that the bathologie corporate site does not currently serve or intend to serve.

C. A bathologie Independent Bathologist may not sell bathologie products or offer the Business opportunity using “on-line auctions,” such as eBay®.

D. An Independent Bathologist may not use or attempt to register any of bathologie's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company’s name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party Web sites, email addresses, Web pages, or blogs.

9.5 Advertising and Promotional Materials

A. You may not advertise any bathologie products at a price LESS than the highest company published, established retail price of ONE offering of the bathologie product plus shipping 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 Company.

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 bath•ologie Compliance Department.

D. All requests for approvals with respect to advertising must be directed in writing to the bath•ologie Compliance Department.

E. bath•ologie approval is not required to place blind ads that do not mention bath•ologie, its employees, any of its products, services designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.

F. An Independent Bathologist who is currently paid at the Vice President and above rank may create his or her own ads or promotional materials including the development of commercials, infomercials and third party Web sites. However, all such materials, and any subsequent changes thereto shall be submitted to the bath•ologie Compliance Department for approval.

G. Vice President and above are encouraged to work with the Compliance Department prior to the production of commercials, infomercials, or Web sites.

H. bath•ologie 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 market place without obligation to the affected Independent Bathologist.

9.6 Testimonial Permission

A. By signing the bath•ologie Independent Bathologist Agreement, an Independent Bathologist gives bath•ologie 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 bath•ologie Business Opportunity, an Independent Bathologist waives any right to be compensated for the use of his or her testimonial or image and likeness even though bath•ologie may be paid for items or sales materials containing such image and likeness. In some cases, an Independent Bathologist’s testimonial may appear in another Independent Bathologist’s advertising materials. If an Independent Bathologist does not wish to participate in bath•ologie sales and marketing materials, he or she should provide a written notice to the bath•ologie 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.

9.7 Telemarketing – Limitations

A. A bath•ologie Independent Bathologist must not engage in telemarketing in relation to the operation of the Independent Bathologist’s bath•ologie business. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of bath•ologie products or services, or to recruit them for the bath•ologie opportunity.

B. The Federal Trade Commission (“FTC”) and the Federal Communications Commission (“FCC”) each have laws that restrict telemarketing practices. Both Federal agencies, as well as a number of states, have “do not call” regulations as part of their telemarketing laws.

C. While an Independent Bathologist 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 Independent Bathologist to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to $11,000 per violation).

D. “Cold calls” or “state-to-state calls” made to prospective Customers, or Independent Bathologists that promote either bath•ologie products, services or the bath•ologie opportunity is considered telemarketing and is prohibited.

E. Exceptions to Telemarketing Regulations

A bath•ologie Independent Bathologist may place telephone calls to prospective Customers, or Independent Bathologists under the following limited situations:

I. If the Independent Bathologist has an established business relationship with the prospect.

II. In response to the prospect’s personal inquiry or application regarding a product or service offered by the bath•ologie Independent Bathologist, within 3 months immediately before the date of such a call.

III. If the Independent Bathologist receives written and signed permission from the prospect authorizing the Independent Bathologist to call. The authorization must specify the telephone number(s) that the Independent Bathologist is authorized to call.

IV. If the call is to family members, personal friends, and acquaintances. However, if an Independent Bathologist makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption.

V. bath•ologie Independent Bathologists engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.

F. An Independent Bathologist shall not use automatic telephone dialing systems in the operation of his or her bath•ologie businesses.

G. Failure to abide by bath•ologie policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Independent Bathologist’s business, up to and including termination of the business.

H. By signing the Independent Bathologist agreement or by accepting commission checks, other payments or awards from bath•ologie, an Independent Bathologist gives permission to bath•ologie and other Independent Bathologists to contact them as permitted under the Federal Do Not Call regulations.

I. In the event an Independent Bathologist violates this section, bath•ologie reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy

A. A bath•ologie Independent Bathologist is authorized to sell bath•ologie products, to customers, Independent Bathologists only in the countries in which bath•ologie is authorized to conduct business, according to the Policies and Procedures of each country. bath•ologie Independent Bathologists may
not sell products or services in any country where bath•ologie products and services have not received applicable government authorization or approval.

B. An Independent Bathologist may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Independent Bathologists, nor conduct any other activity for the purpose of selling bath•ologie products and services, establishing a sales organization, or promoting the bath•ologie business opportunity.

11.0 CHANGES TO AN INDEPENDENT BATHOLOGIST’S BUSINESS

11.1 Modification of the Independent Bathologist agreement

A. A bath•ologie Independent Bathologist may modify his or her existing Independent Bathologist agreement (i.e., change a social security number to a Federal ID number, add a Spouse or partner to the account, or change the form of ownership from an individual to a business owned by the Independent Bathologist) by submitting a written request, accompanied by a new Independent Bathologist agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first agreement), and any appropriate supporting documentation.

11.2 Change Sponsor or Placement for Active Independent Bathologists

A. Maintaining the integrity of the organizational structure is mandatory for the success of bath•ologie and our Independent Bathologists. As such, a request to change placement may only be made within the first 30 days of initial enrollment as an Independent Bathologist. Furthermore, such changes may only occur within the same organization.

B. Sponsors may make “Placement changes” from one Independent Bathologist to another for personally sponsored (frontline) Independent Bathologists during the first 30 days of enrollment.

C. New Independent Bathologists or their original Sponsor may request a change of Sponsor or Placement within the first 30 days of enrollment for the purpose of structuring an organization. The new Independent Bathologist agreement must be received within the calendar month for commission calculations to be effective with the requested change.

D. To change or correct the Sponsor, an Independent Bathologist must comply with following procedures:

   I. Submit a Sponsor Placement Transfer Form;

   II. Submit a bath•ologie Independent Bathologist agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;

   III. The Independent Bathologist agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first agreement.

E. Upon approval, the Independent Bathologist’s downline, if any, will transfer with the Independent Bathologist.

F. If one transfer has already been made a $20 fee will be assessed for the second and for each transfer thereafter.

G. After the first 30 days from initial enrollment, bath•ologie will honor the Sponsor/Placement as shown:

   I. On the most recently signed Independent Bathologist agreement on file or
II. Self-enrolled on the Web site (i.e., electronically signed Web agreement).

H. bath•ologie retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor or Placement for Inactive Independent Bathologists

A. At the discretion of bath•ologie, Independent Bathologists who did not order products for at least 12 months, and who have not tendered a letter of resignation, are eligible to re-enroll immediately in bath•ologie under the Sponsor/Placement of their choice.

B. Upon written notice to bath•ologie that a former Independent Bathologist wishes to re-enroll, bath•ologie will “compress” (close) the original account. A new bath•ologie ID number will then be issued to the former Independent Bathologist.

C. Such Independent Bathologist does not retain former rank, downline, or rights to commission checks from his or her former organizations.

D. bath•ologie reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations

A. If a bath•ologie Independent Bathologist wishes to transfer organizations, he or she must submit a letter of resignation to the bath•ologie Customer Service Department and remain inactive (place no orders, or be on an auto ship) from bath•ologie for 12 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.

A. bath•ologie retains the right to approve or deny any request to re-enroll after an Independent Bathologist’s resignation.

B. If re-enrollment is approved, the former Independent Bathologist will be issued a new bath•ologie ID number and will be required to submit a new Independent Bathologist agreement and to purchase a bath•ologie blending bar kit of their choice. The Independent Bathologist will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.

C. Transfers may not be done outside of the original organization.

11.5 Unethical Sponsoring

A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Independent Bathologist from another Independent Bathologist or influencing another Independent Bathologist to transfer to a different sponsor.

B. Allegations of unethical sponsoring must be reported in writing to the bath•ologie Compliance Department within the first 90 days of enrollment. If the reports are substantiated, bath ologie may transfer the Independent Bathologist or the Independent Bathologist’s downline to another sponsor, Placement or organization without approval from the current Upline Sponsor or Placement Independent Bathologists. bath•ologie remains the final authority in such cases.

C. bath•ologie prohibits the act of “Stacking.” Stacking is the unauthorized manipulation of the bath•ologie compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Independent Bathologist in an unearned manner. One example of stacking
occurs when a sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning.

D. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent Bathologist positions of all individuals found to be directly involved.

E. Should Independent Bathologists engage in solicitation and/or enticement of members of another direct sales company to sell or distribute bath•ologie products, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Independent Bathologist alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, bath•ologie will not pay any of Independent Bathologist’s defense costs or legal fees, nor will bath•ologie indemnify the Independent Bathologist for any judgment, award, or settlement.

11.6 Sell, Assign or Delegate Ownership

A. In order to preserve the integrity of the hierarchical structure, it is necessary for bath•ologie to place restrictions on the transfer, assignment, or sale of a business.

B. A bath•ologie Independent Bathologist may not sell or assign his or her rights or delegate his or her position as an Independent Bathologist without prior written approval by bath•ologie, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of bath•ologie.

C. Should the sale be approved by bath•ologie, the Buyer assumes the position of the Seller at the current qualified title, but at the current “paid as” rank, at the time of the sale and acquires the Seller’s Downline.

D. To request corporate authorization for a sale or transfer of a bath•ologie business, the following items must be submitted to the bath•ologie Compliance Department:

   I. A Sale/Transfer of business form properly completed, with the requisite signatures.
   II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
   III. A bath•ologie Independent Bathologist Agreement completed and signed by the Buyer.
   IV. Payment of the $100 administration fee.
   V. Any additional supporting documentation requested by bath•ologie.

E. Any debt obligations that either Seller or Buyer may have with bath•ologie must be satisfied prior to the approval of the sale or transfer by bath•ologie.

F. A bath•ologie Independent Bathologist who sells his or her business is not eligible to re-enroll as a bath•ologie Independent Bathologist in any organization for 12 full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating a bath•ologie Business

A. Pending a divorce or dissolution of a partnership or other 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 bath•ologie business whereby the relinquishing Spouse, shareholders, partners, members or trustees
authorize bath•ologie to deal directly and solely with the other Spouse, nonrelinquishing shareholder, partner, member or trustee.

II. The parties may continue to operate the bath•ologie business jointly on a “business as usual” basis, whereupon all compensation paid by bath•ologie will be paid in the name designated by the Independent Bathologists or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, bath•ologie will pay compensation to the name on record and in such event, the Independent Bathologist named on the account shall indemnify bath•ologie from any claims from the other business owner or the other Spouse with respect to such payment.

B. bath•ologie recognizes only one Downline organization and will issue only one commission check per bath•ologie business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will bath•ologie split commission and bonus checks.

C. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original bath•ologie business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Independent Bathologist or active Customer in the former organization, and must develop a new business in the same manner as any other new bath•ologie Independent Bathologist. An Independent Bathologist 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 13.5.

11.8 Succession

A. Upon the death or incapacity of an Independent Bathologist, the Independent Bathologist’s business may be passed on to his or her legal successors in interest (successor). Whenever a bath•ologie business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Independent Bathologist’s sales organization. The successor must:

   I. Complete and sign a new bath•ologie Independent Bathologist agreement;
   II. Comply with the terms and provisions of the Independent Bathologist agreement; and
   III. Meet all of the qualifications for the last rank achieved by the former Independent Bathologist.

B. Bonus and commission checks of a bath•ologie business transferred based on this section will be paid in a single check to the successor. The successor must provide bath•ologie with an “address of record” to which all bonus and commission checks will be sent. Checks will be based on the current performance of the business, not the highest rank or volume achieved.

C. If the business is bequeathed to joint devisees (successor), they must form a business entity and acquire a Federal taxpayer identification number. bath•ologie will issue all bonus and commission checks and one 1099 Miscellaneous Income Tax form to the business entity only.

D. Appropriate legal documentation must be submitted to bath•ologie Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a bath•ologie business, the successor must provide the following to bath•ologie 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 bath•ologie business.

E. To complete a transfer of the bath•ologie business because of incapacity, the successor must provide the following to bath•ologie 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 bath•ologie business; and
   III. A completed Independent Bathologist agreement executed by the trustee.

F. If the successor is already an existing Independent Bathologist, bath•ologie will allow such Independent Bathologist to keep his or her own business plus the inherited business active for up to 6 months. By the end of the 6 month period, the Independent Bathologist must have compressed (if appropriate), sold or otherwise transferred either the existing business or the inherited business.

G. If the successor wishes to terminate the bath•ologie business, he or she must submit a notarized statement stating the desire to terminate the business, along with a certified copy of the death certificate, appointment as trustee, or other appropriate legal documentation.

H. Upon written request, bath•ologie may grant a 1 month bereavement waiver and pay out at the last “paid as” rank.

11.9 Resignation/Voluntary Termination

A. An Independent Bathologist may immediately terminate his or her business by submitting a written notice or email to the bath•ologie Compliance Department compliance [at] www.bathologie.com. The written notice must include the following:

   I. The Independent Bathologist’s intent to resign;
   II. Date of resignation;
   III. bath•ologie Identification Number;
   IV. Reason for resigning; and
   V. Signature.

B. A bath•ologie Independent Bathologist may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Independent Bathologist who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in a bath•ologie business for 12 calendar months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

A. bath•ologie reserves the right to terminate an Independent Bathologist’s business for, but not limited to, the following reasons;

   I. Violation of any terms or conditions of the Independent Bathologist agreement;
   II. Violation of any provision in these Policies and Procedures;
   III. Violation of any provision in the Compensation Plan;
IV. Violation of any applicable law, ordinance, or regulation regarding the bath•ologie business;
V. Engaging in unethical business practices or violating standards of fair dealing; or
VI. Returning over $200 worth of products and sales tools for a refund within a 12 month period.

B. bath•ologie will notify the Independent Bathologist in writing by certified mail, return receipt requested or overnight documented mail, at his or her last known address of its intent to terminate the Independent Bathologist’s business and the reasons for termination. The Independent Bathologist will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. bath•ologie will then have 30 calendar days from the date of receipt of the Independent Bathologist’s response to render a final decision as to termination.

C. If a decision is made by bath•ologie to terminate the Independent Bathologist’s business, bath•ologie will inform the Independent Bathologist in writing that the business is terminated effective as of the date of the written notification. The Independent Bathologist will then have 15 Calendar days from the date of mailing of such notice to appeal the termination in writing. bath•ologie must receive the Independent Bathologist’s written appeal within 20 calendar days of the date of the bath•ologie termination letter. If the written appeal is not received within this time period, the termination will be considered final.

D. If the Independent Bathologist does file a timely appeal of termination, bath•ologie will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the Independent Bathologist of its decision. The decision of bath•ologie is then considered final and not subject to further review.

E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by bath•ologie. The former Independent Bathologist shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any bath•ologie products or services. bath•ologie will notify the active Upline Sponsor within 10 days after termination. The organization of the terminated Independent Bathologist will “roll up” to the active Upline Sponsor on record.

F. The bath•ologie Independent Bathologist who is involuntarily terminated by bath•ologie may not reapply for a business, either under his or her present name or any other name or entity, without the express written consent of an officer of bath•ologie, following a review by the bath•ologie Compliance Committee. In any event, such Independent Bathologist may not reapply for a business for 6 months from the date of termination.

11.11 Effect of Cancellation

A. Following an Independent Bathologist’s cancellation for inactivity or voluntary or involuntary termination (collectively, a “cancellation”) such Independent Bathologist:

I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Independent Bathologist’s former organization or any other payments in association with the Independent Bathologist’s former independent business.

II. Effectively waives any and all claims to property rights or any interest in or to the Independent Bathologist’s former Downline organization.
III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to bath•ologie.

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action – Purpose

A. It is the spirit of bath•ologie that integrity and fairness should pervade among its Independent Bathologists, thereby providing everyone with an equal opportunity to build a successful business. Therefore, bath•ologie reserves the right to impose disciplinary sanctions at any time, when it has determined that an Independent Bathologist has violated the agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by bath•ologie.

12.2 Consequences and Remedies of Breach

A. Disciplinary actions may include one or more of the following:

   I. Monitoring an Independent Bathologist’s conduct over a specified period of time to assure compliance;
   II. Issuance of a written warning or requiring the Independent Bathologist to take immediate corrective action;
   III. Imposition of a fine (which may be imposed immediately or withheld from future commission checks) or the withholding of commission checks (a Commission Hold) until the matter causing the Commission Hold is resolved or until bath•ologie receives adequate additional assurances from the Independent Bathologist to ensure future compliance;
   IV. Suspension from participation in Company or Independent Bathologist events, rewards, or recognition;
   V. Suspension of the bath•ologie Independent Bathologist agreement and business for one or more pay periods;
   VI. Involuntary termination of the Independent Bathologist’s agreement and business;
   VII. Any other measure which bath•ologie deems feasible and appropriate to justly resolve injuries caused by the Independent Bathologist’s policy violation or contractual breach; OR
   VIII. Legal proceedings for monetary or equitable relief.

13.0 DISPUTE RESOLUTION

13.1 Grievances

A. If a bath•ologie Independent Bathologist has a grievance or complaint against another Independent Bathologist regarding any practice or conduct relating to their respective bath•ologie 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 bath•ologie Compliance Department as outlined below in this Section.

B. The bath•ologie Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Independent Bathologists involved.
C. bath•ologie will confine its involvement to disputes regarding bath•ologie business matters only. bath•ologie will not decide issues that involve personality conflicts or unprofessional conduct by or between Independent Bathologists outside the context of a bath•ologie business. These issues go beyond the scope of bath•ologie and may not be used to justify a Sponsor or Placement change or a transfer to another bath•ologie organization.

D. bath•ologie does not consider, enforce, or mediate third party agreements between Independent Bathologists, nor does it provide names, funding, or advice for obtaining outside legal counsel.

E. Process for Grievances:

I. The bath•ologie Independent Bathologist should submit a written letter of complaint (email will not be accepted) directly to the bath•ologie Compliance Department. 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, bath•ologie will conduct an investigation according to the following procedures:

   A. The Compliance Department will send an acknowledgment of receipt to the complaining Independent Bathologist;
   B. The Compliance Department will provide a verbal or written notice of the allegation to the Independent Bathologist under investigation. If a written notice is sent to the Independent Bathologist, 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 bath•ologie.
   C. The 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. Independent Bathologist calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

   F. bath•ologie will make a final decision and timely notify the bath•ologie Independent Bathologists involved.

13.2 Arbitration
A. Any controversy or claim arising out of or relating to the bath•ologie Independent Bathologist agreement, these Policies and Procedures, or the breach thereof, the Independent Bathologist’s business or any dispute between bath•ologie and the Independent Bathologist, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orem, Utah. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.

B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney’s fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.

C. This agreement to arbitration shall survive any termination or expiration of the Independent Bathologist agreement.

D. Nothing in these Policies and Procedures shall prevent bath•ologie from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect bath•ologie interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

E. These Policies and Procedures and any arbitration involving an Independent Bathologist and bath•ologie shall be governed by and construed in accordance with the laws of the state of Utah, without reference to its principles of conflict of laws.

13.3 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.

13.4 Waiver

A. Only an officer of bath•ologie can, in writing, affect a waiver of the bath•ologie Policies and Procedures. bath•ologie’s waiver of any particular breach by an Independent Bathologist shall not affect bath•ologie’s rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Independent Bathologist.

B. The existence of any claim or cause of action of an Independent Bathologist against bath•ologie shall not constitute a defense to bath•ologie’s enforcement of any term or provision of these Policies and Procedures.

13.5 Successors and Claims

The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.0 GOVERNING LAW
These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Utah and the exclusive jurisdiction of the United States courts.

15.0 BATH•OLOGIE GLOSSARY OF TERMS

ACTIVE INDEPENDENT BATHOLOGIST: An Independent Bathologist who remains in good standing with the company.

AGREEMENT: The contract between the Company and each Independent Bathologist; includes the Independent Bathologist Agreement, the bath•ologie Policies and Procedures, and the bath•ologie Compensation Plan, all in their current form and as amended by bath•ologie in its sole discretion. These documents are collectively referred to as the “Agreement.”

CANCEL: The termination of an Independent Bathologist’s business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Independent Bathologists can generate commissions and bonuses.

CUSTOMER: A Customer who purchases bath•ologie products and does not engage in building a business or retailing product.

DISTRIBUTOR: An individual, who purchases product, generates retail sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by bath•ologie that provides critical data relating to the identities of Independent Bathologists, sales information, and enrollment activity of each Independent Bathologist’s organization. This report contains confidential and trade secret Information which is proprietary to bath•ologie.

ORGANIZATION: The Customers and Independent Bathologists placed below a particular Independent Bathologist.

OFFICIAL BATH•OLOGIE MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by bath•ologie to Independent Bathologists.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of bath•ologie's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another bath•ologie Independent Bathologist or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

SPONSOR: An Independent Bathologist who enrolls a Customer, Retailer, or another Independent Consultant into the Company, and is listed as the Sponsor on the Independent Bathologist Agreement. The act of enrolling others and training them to become Independent Bathologists is called "sponsoring."
UPLINE: This term refers to the Independent Bathologist or Independent Bathologists above a particular Independent Bathologist in a sponsorship line up to the Company. It is the line of sponsors that links any particular Independent Bathologist to the Company.