

goDésana and Green Organics POLICIES & PROCEDURES

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

goDésana, LLC/Green Organics, LLC ("GoDésana, LLC/Green Organics, LLC") recognizes that in order to develop a long-term and mutually rewarding relationship with its Business Owners ("Product Consultants") and Customers, goDésana, LLC/Green Organics, LLC and the Product Consultants must acknowledge and respect the true nature of the relationship.

A. In the spirit of mutual respect and understanding, goDésana, LLC/Green Organics, LLC is committed to:

- I. Provide prompt, professional and courteous service and communications to its Product Consultants and customers;
- II. Provide the highest quality products, at fair and reasonable prices;
- III. Exchange or refund the purchase price of any product, service or membership as provided in our Return Policy;
- IV. Deliver orders promptly and accurately;
- V. Pay Affiliate Compensation 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 Product Consultants input and planning;
- VIII. Implement changes in the Affiliate Compensation Plan or Policies and Procedures that affect the Product Consultants with input from the Product Consultants;
- IX. Support, protect and defend the integrity of the goDésana, LLC/Green Organics, LLC Affiliate Business Opportunity;
- X. Offer Product Consultants an opportunity to grow with goDésana, LLC/Green Organics, LLC with such growth guided by the principles of Servant Leadership.

B. In return, goDésana, LLC/Green Organics, LLC expects that its Product Consultants will:

- I. Conduct themselves in a professional, honest, and considerate manner;
- II. Present goDésana, LLC/Green Organics, LLC Corporate and Product information in an accurate and professional manner;
- III. Present the Affiliate 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 Product Consultants and customers in their business;
- VI. Not engage in cross-line recruiting, unhealthy competition or unethical business practices;
- VII. Provide positive guidance and training to Product Consultants and Customers in their business.
- X. Support, protect, and defend the integrity of the goDésana, LLC/Green Organics, LLC Affiliate Business Opportunity.
- XI. Accurately complete and submit the Product Consultant agreement and any requested supporting documentation in a timely manner

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1.2 goDésana, LLC/Green Organics, LLC Policies and Affiliate Compensation Plan Incorporated into the Product Consultant Agreement

- A. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the goDésana, LLC/Green Organics, LLC agreement, these Policies and Procedures, and the goDésana, LLC/Green Organics, LLC Affiliate Compensation Plan.
- B. It is the responsibility of the sponsoring Product Consultant to provide the most current version of these Policies and Procedures (available on the goDésana, LLC/Green Organics, LLC Web site) and the goDésana, LLC/Green Organics, LLC Affiliate Compensation Plan to each applicant prior to his or her execution of a Product Consultant Agreement.

1.3 Purpose of Policies

- A. goDésana, LLC/Green Organics, LLC is a direct sales company that markets products and services through independent Business Owners referred to as Product Consultants. To clearly define the relationship that exists between Product Consultant and goDésana, LLC/Green Organics, LLC, and to explicitly set a standard for acceptable business conduct, goDésana, LLC/Green Organics, LLC has established these Policies and Procedures.
- B. goDésana, LLC/Green Organics, LLC Product Consultants are required to comply with (i) all of the Terms and Conditions set forth in the Product Consultant Agreement, which goDésana, LLC/Green Organics, LLC may amend in its sole discretion; (ii) all Federal, state, provincial, territorial, and local laws governing his or her goDésana, LLC/Green Organics, LLC business; and (iii) these Policies and Procedures.
- C. goDésana, LLC/Green Organics, LLC Product Consultants must review the information in these Policies and Procedures carefully. Should a Product Consultant have any questions regarding a policy or rule, the Product Consultant is encouraged to seek an answer from his or her sponsor or any other upline Product Consultant. If further clarification is needed the Product Consultant may contact goDésana, LLC/Green Organics, LLC customer service.

1.4 Changes, Amendments, and Modifications

- A. Because federal, state, and local laws, as well as the business environment, periodically change, goDésana, LLC/Green Organics, LLC reserves the right to amend the Agreement and the prices in its goDésana, LLC/Green Organics, LLC Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official goDésana, LLC/Green Organics, LLC 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 goDésana, LLC/Green Organics, LLC web site;
 - II. electronic mail (e-mail); or
 - III. In writing through the goDésana, LLC/Green Organics, LLC newsletters or other goDésana, LLC/Green Organics, LLC communication channels.

1.5 Delays

GoDésana, LLC/Green Organics, LLC 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.



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1.6 Effective Date

These Policies and Procedures shall become effective as of September 1st 2011 and, at such time, shall automatically supersede any prior Policies and Procedures (the "old Policies and Procedures"), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

2.0 BASIC PRINCIPLES

2.1 Becoming a goDésana, LLC/Green Organics, LLC Product Consultant

- A. To become a Product Consultant, an applicant must comply with the following requirements:
- I. Be of the age of majority (not a minor) in his or her state of residence;
 - II. Reside or have a valid address in the United States, a U.S. territory, or Canada;
 - III. Have a valid Social Security Number, Federal Tax ID Number, or Taxpayer Identification Number (TIN);
 - IV. Submit a properly completed and/or signed Product Consultant Agreement to goDésana, LLC/Green Organics, LLC;
 - V. Not be a goDésana, LLC/Green Organics, LLC employee, the spouse of a goDésana, LLC/Green Organics, LLC employee or related to an employee of goDésana, LLC/Green Organics, LLC and living in the same household as such goDésana, LLC/Green Organics, LLC employee.

2.2 New Product Consultant Registration

- A. A potential new Product Consultant may self-enroll on the sponsor's web site. In such event, instead of a physically signed Product Consultant agreement, goDésana, LLC/Green Organics, LLC will accept the web enrollment and Product Consultant agreement by accepting the "electronic signature" stating the new Product Consultant has accepted the terms and conditions of such Product Consultant agreement. Please note that such electronic signature constitutes a legally binding agreement between the Product Consultant and goDésana, LLC/Green Organics, LLC.
- B. goDésana, LLC/Green Organics, LLC reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested the signed Product Consultant Agreement must be received by goDésana, LLC/Green Organics, LLC within 14 days of request.
- D. Signed documents, including but not limited to Product Consultant 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 Product Consultant's Business.

2.3 Rights Granted

- A. goDésana, LLC/Green Organics, LLC hereby grants to the Product Consultant a non-exclusive right, based upon the terms and conditions contained in the Product Consultant Agreement and these Policies and Procedures, to:
- I. Purchase goDésana, LLC/Green Organics, LLC products and services;
 - II. Promote and sell goDésana, LLC/Green Organics, LLC products and services; and
 - III. Sponsor new Product Consultants and Customers in the United States and in countries where goDésana, LLC/Green Organics, LLC may become established after the effective date of these Policies and Procedures.

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2.4 Identification Numbers

A. Each Product Consultant is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to goDésana, LLC/Green Organics, LLC on the Product Consultant Agreement. goDésana, LLC/Green Organics, LLC reserves the right to withhold commission payments from any Product Consultant who fails to provide such information or who provides false information.

B. Upon enrollment, goDésana, LLC/Green Organics, LLC will provide a goDésana, LLC/Green Organics, LLC Identification Number to the Product Consultant. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the Product Consultant Agreement

A. If the Product Consultant allows his or her Product Consultant Agreement to expire due to in-activity, the Product Consultant will lose any and all rights to his or her business organization unless the Product Consultant re-activates within 30 days following the expiration of the Product Consultant Agreement.

B. If the former Product Consultant re-activates within the 30-day time limit, the Product Consultant will resume the rank and position held immediately prior to the expiration of the Product Consultant Agreement. However, such Product Consultant's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The Product Consultant is not eligible to receive commissions for the time period that the Product Consultant's Business was expired.

C. Any Product Consultant whose agreement has expired and lapsed the 30 day grace period is not eligible to re-apply for a goDésana, LLC/Green Organics, LLC business for 6 months following the expiration of the Product Consultant Agreement.

D. Any Product Consultant terminated by goDésana, LLC/Green Organics, LLC may not re-apply to do business for 12 months from their termination date.

E. The business organization of the expired Product Consultant will roll up to the immediate, active enroller.

2.6 Business Entities

A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be a goDésana, LLC/Green Organics, LLC Product Consultant. This Product Consultant 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. goDésana, LLC/Green Organics, LLC must receive these documents within 14 days from the date the Product Consultant agreement was signed.

B. A goDésana, LLC/Green Organics, LLC Product Consultant 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 goDésana, LLC/Green Organics, LLC Product Consultant is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Product Consultant's success depends on his or her independent efforts.

B. The agreement between goDésana, LLC/Green Organics, LLC and its Product Consultant does not create an employer/employee relationship, agency, partnership, or joint venture between goDésana, LLC/Green Organics, LLC and the Product Consultant.

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C. A goDésana, LLC/Green Organics, LLC Product Consultant shall not be treated as an employee for any purposes, including, without limitation, for Federal, state, or provincial tax purposes. All Product Consultants are responsible for paying local, state, provincial, and Federal taxes due from all compensation earned as a Product Consultant of goDésana, LLC/Green Organics, LLC. Any other compensation received by Product Consultants from goDésana, LLC/Green Organics, LLC will be governed by applicable U.S. or Canadian tax laws (or the tax laws of any other applicable jurisdiction). The Product Consultant has no express or implied authority to bind goDésana, LLC/Green Organics, LLC to any obligation or to make any commitments by or on behalf of goDésana, LLC/Green Organics, LLC. Each Product Consultant 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 Product Consultant agreement, these Policies and Procedures and applicable State, Federal and Provincial laws.

D. The goDésana, LLC/Green Organics, LLC Product Consultant is fully responsible for all of his or her verbal and written communications made regarding products, services, and the compensation plan that are not expressly contained within official goDésana, LLC/Green Organics, LLC materials. Product Consultants shall indemnify and hold harmless goDésana, LLC/Green Organics, LLC, its directors, officers, employees, and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by goDésana, LLC/Green Organics, LLC as a result of the Product Consultant's unauthorized representations or actions. This provision shall survive the termination of the goDésana, LLC/Green Organics, LLC Product Consultant agreement.

2.8 Insurance

A. Business Pursuits Coverage. goDésana, LLC/Green Organics, LLC encourages Product Consultants 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. goDésana, LLC/Green Organics, LLC Product Consultants 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 Training Materials

B. Use of Sales Aids. To promote both the products and the opportunity goDésana, LLC/Green Organics, LLC offers, Product Consultant must use the sales aids and support materials produced by GoDésana, LLC/Green Organics, LLC. If goDésana, LLC/Green Organics, LLC Product Consultants develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Product Consultants' good intentions, they may unintentionally violate any number of statutes or regulations affecting a goDésana, LLC/Green Organics, LLC business. These violations, although they may be relatively few in number, could jeopardize the goDésana, LLC/Green Organics, LLC opportunity for all Product Consultants. Accordingly, Product Consultants 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 Product Consultant receives specific written approval to use the material, the request shall be deemed denied. All Product Consultants shall safeguard and promote the good reputation of goDésana, LLC/Green Organics, LLC and its products. The marketing and promotion of goDésana, LLC/Green Organics, LLC, the goDésana, LLC/Green Organics, LLC opportunity, the Compensation Plan, and goDésana, LLC/Green Organics, LLC products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.



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2.10 Errors or Questions

A. If a Product Consultant has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Product Consultant must notify goDésana, LLC/Green Organics, LLC 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 Product Consultant.

3.0 goDésana, LLC/Green Organics, LLC's Product Consultant Responsibilities

3.1 Correct Addresses

A. It is the responsibility of the Product Consultant or customer to make sure goDésana, LLC/Green Organics, LLC has the correct shipping address before any orders are shipped.

B. A Product Consultant or Customer will need to allow up to 30 days for processing after the notice of address change has been received by goDésana, LLC/Green Organics, LLC.

C. A Product Consultant or customer may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

A. Any goDésana, LLC/Green Organics, LLC Product Consultant who enrolls another Product Consultant into goDésana, LLC/Green Organics, LLC must perform an authentic assistance and training function to ensure his or her organizations is properly operating his or her goDésana, LLC/Green Organics, LLC business. Enrolled Product Consultants should have ongoing contact and communication with the Product Consultants in their 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 Product Consultants to goDésana, LLC/Green Organics, LLC meetings and training sessions and any other related functions.

B. An enrolling goDésana, LLC/Green Organics, LLC Product Consultant should monitor the Product Consultants in his or her organizations to ensure that Product Consultants do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Product Consultants should be able to provide documented evidence to goDésana, LLC/Green Organics, LLC of his or her ongoing fulfillment of the responsibilities of an enroller.

C. Product Consultants are encouraged to motivate and train new Product Consultants about goDésana, LLC/Green Organics, LLC's products and services, effective sales techniques, compensation plan and compliance with company policies and procedures.

D. Marketing product is a required activity in goDésana, LLC/Green Organics, LLC and must be emphasized in all recruiting presentations.

F. We emphasize and encourage all Product Consultants to sell goDésana, LLC/Green Organics, LLC's products and services to customers.

3.3 Constructive Criticism; Ethics

A. GoDésana, LLC/Green Organics, LLC desires to provide its independent Product Consultants with the best products and services, Compensation Plan, in the industry. Accordingly, GoDésana, LLC/Green Organics, LLC values constructive criticism and encourages the submission of written comments addressed to GoDésana, LLC/Green Organics, LLC compliance dept.

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B. Negative and disparaging comments about goDésana, LLC/Green Organics, LLC, its products or Compensation Plan, by Product Consultants made to goDésana, LLC/Green Organics, LLC, in the Field or at goDésana, LLC/Green Organics, LLC meetings or events, or disruptive behavior at goDésana, LLC/Green Organics, LLC meetings or events, serve no purpose other than to dampen the enthusiasm of other Product Consultants. goDésana, LLC/Green Organics, LLC Product Consultants must not belittle goDésana, LLC/Green Organics, LLC, other Product Consultants, products or services, the Compensation Plan, or goDésana, LLC/Green Organics, LLC 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 goDésana, LLC/Green Organics, LLC.

C. goDésana, LLC/Green Organics, LLC endorses the following code of ethics:

I. A Product Consultant must show fairness, tolerance, and respect to all people associated with goDésana, LLC/Green Organics, LLC, regardless of race, gender, social class or religion, thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.

II. A Product Consultant shall strive to resolve business issues, including situations with Product Consultants, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.

III. Product Consultants must be honest, responsible, and professional and conduct themselves with integrity.

IV. Product Consultants shall not make disparaging statements about goDésana, LLC/Green Organics, LLC, other Product Consultants, goDésana, LLC/Green Organics, LLC employees, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.

D. GoDésana, LLC/Green Organics, LLC may take appropriate action against a Product Consultant if it determines, in its sole discretion, that a Product Consultant's conduct is detrimental, disruptive, or injurious to GoDésana, LLC/Green Organics, LLC or to other Product Consultants.

3.4 Reporting Policy Violation

A. A Product Consultant who observes a policy violation by another Product Consultant should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC, 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 Product Consultants for the mutual effort to support, protect, and defend the integrity of the GoDésana, LLC/Green Organics, LLC business and opportunity. If a Product Consultant has a grievance or complaint against another Product Consultant which directly relates to his or her GoDésana, LLC/Green Organics, LLC business, the procedures set forth in Section 15.1 must be followed.

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3.5 Sponsorship

- A. The sponsor is the person who introduces a Product Consultant or customer to GoDésana, LLC/Green Organics, LLC, helps them complete their enrollment, and supports and trains those in their organization.
- B. GoDésana, LLC/Green Organics, LLC recognizes the sponsor as the name(s) shown on the first:
 - I. Physically signed GoDésana, LLC/Green Organics, LLC Product Consultant agreement on file; or
 - II. Electronically signed Product Consultant agreement from a web site or A GoDésana, LLC/Green Organics, LLC Product Consultants web site.
- C. A Product Consultant 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 GoDésana, LLC/Green Organics, LLC.
- D. GoDésana, LLC/Green Organics, LLC recognizes that each new prospect has the right to ultimately choose his or her own sponsor, but GoDésana, LLC/Green Organics, LLC will not allow Product Consultants to engage in unethical sponsoring activities.
- E. All active Product Consultants in good standing have the right to Sponsor and enroll others into GoDésana, LLC/Green Organics, LLC. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Product Consultant will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Product Consultant who presented a comprehensive introduction to GoDésana, LLC/Green Organics, LLC products or business opportunity.
- F. Personally Sponsored Product Consultants that are referred by or gifted to a Product Consultant by GoDésana, LLC/Green Organics, LLC, may be re-acquired by GoDésana, LLC/Green Organics, LLC at the discretion of GoDésana, LLC/Green Organics, LLC.
- G. A Protected Prospect is a guest of any GoDésana, LLC/Green Organics, LLC Product Consultant or Customer who attended a GoDésana, LLC/Green Organics, LLC event or conference call. For 60 days following the event, a Protected Prospect cannot be solicited or sponsored by any other GoDésana, LLC/Green Organics, LLC Product Consultant who attended the same event. A GoDésana, LLC/Green Organics, LLC event can be defined as the following:
 - I. Any GoDésana, LLC/Green Organics, LLC training session;
 - II. Conference call;
 - III. Fly-in meeting; or
 - IV. Presentation, including but not limited to a GoDésana, LLC/Green Organics, LLC at home presentation, whether sponsored by GoDésana, LLC/Green Organics, LLC, a Product Consultant, a Customer, or an agent or agency designated by GoDésana, LLC/Green Organics, LLC.

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 Product Consultant Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by GoDésana, LLC/Green Organics, LLC, sanctions up to and including termination of a Marketing Business may be imposed.
- B. The use of a spouse’s or relatives 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 GoDésana, LLC/Green Organics, LLC business in accordance with GoDésana, LLC/Green Organics, LLC Sale or Transfer policy set forth in these Policies.

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3.7 Adherence to the GoDésana, LLC/Green Organics, LLC Compensation Plan

- A. A Product Consultant must adhere to the terms of the GoDésana, LLC/Green Organics, LLC Compensation Plan as set forth in these Policies and Procedures as well as in official GoDésana, LLC/Green Organics, LLC literature. Deviation from the Compensation Plan is prohibited.
- B. A Product Consultant shall not offer the GoDésana, LLC/Green Organics, LLC opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official GoDésana, LLC/Green Organics, LLC literature.
- C. A Product Consultant shall not require or encourage a current or prospective Customer or Product Consultant to participate in GoDésana, LLC/Green Organics, LLC in any manner that varies from the Compensation Plan as set forth in official GoDésana, LLC/Green Organics, LLC literature.
- D. A Product Consultant shall not require or encourage a current or prospective Customer or Product Consultant to make a purchase from or payment to any individual or other entity as a condition to participating in the GoDésana, LLC/Green Organics, LLC 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 Product Consultants because of the nature of the business. However, Product Consultants must check their local laws and obey the laws that do apply to them.
- B. A GoDésana, LLC/Green Organics, LLC Product Consultant shall comply with all Federal, state, and local laws and regulations in their conduct of his or her GoDésana, LLC/Green Organics, LLC business.

3.9 Compliance with Applicable Income Tax Laws

- A. GoDésana, LLC/Green Organics, LLC will automatically provide a complete 1099 Miscellaneous Income Tax form (non-employee compensation) to each US Product Consultant whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of GoDésana, LLC/Green Organics, LLC 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 Product Consultant, and a minimum charge of \$20 may be assessed by GoDésana, LLC/Green Organics, LLC. Canadian T-4's will be sent to Product Consultants who earn more than \$500 or who received trips, prizes, or awards valued at \$500 or more. GoDésana, LLC/Green Organics, LLC Product Consultants are responsible for the payment of taxes on these trips, prizes, or awards provided to them by GoDésana, LLC/Green Organics, LLC.
- B. A Product Consultant accepts sole responsibility for and agrees to pay all Federal, state, provincial and local taxes on any income generated as an independent Product Consultant, and further agrees to indemnify GoDésana, LLC/Green Organics, LLC from any failure to pay such tax amounts when due.
- C. If a Product Consultant's business is tax exempt, the Federal Tax Identification number must be provided to GoDésana, LLC/Green Organics, LLC in writing.
- D. GoDésana, LLC/Green Organics, LLC encourages all Product Consultants to consult with a tax advisor for additional information for their business.



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3.10 One GoDésana, LLC/Green Organics, LLC Business Per Product Consultant

A. A Product Consultant may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one GoDésana, LLC/Green Organics, LLC business. No individual may have, operate or receive compensation from more than one GoDésana, LLC/Green Organics, LLC business. Individuals of the same family unit may each enter into or have an interest in their own separate GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC Product Consultant 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 GoDésana, LLC/Green Organics, LLC Product Consultant may not recruit any GoDésana, LLC/Green Organics, LLC Product Consultant or customer for any other direct sales or network marketing business, unless that Product Consultant or customer was personally sponsored by such Product Consultant.

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 Product Consultant or customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Product Consultant’s actions are in response to an inquiry made by another Product Consultant or customer.

C. During the term of this Agreement and for a period of six months thereafter, any GoDésana, LLC/Green Organics, LLC Product Consultant must not sell, or entice others to sell, any competing products or services, including training materials, to GoDésana, LLC/Green Organics, LLC customers or Product Consultants. Any product or service in the same category as a GoDésana, LLC/Green Organics, LLC 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, a Product Consultant may sell non-competing products or services to GoDésana, LLC/Green Organics, LLC customers and Product Consultants that they personally sponsored.

E. A Product Consultant may not display or bundle GoDésana, LLC/Green Organics, LLC 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 Product Consultant into believing there is a relationship between the GoDésana, LLC/Green Organics, LLC and non-GoDésana, LLC/Green Organics, LLC products and services.

F. A GoDésana, LLC/Green Organics, LLC Product Consultant may not offer any non-GoDésana, LLC/Green Organics, LLC opportunity, products or services at any GoDésana, LLC/Green Organics, LLC related meeting, seminar or convention, or immediately following a GoDésana, LLC/Green Organics, LLC event.

G. As a condition of participating in the GoDésana, LLC/Green Organics, LLC opportunity and in consideration of receipt of commissions and other bonuses from GoDésana, LLC/Green Organics, LLC, a former Product Consultant may not recruit any GoDésana, LLC/Green Organics, LLC Product Consultant 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 Product Consultant agreement.



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H. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between GoDésana, LLC/Green Organics, LLC and its Product Consultants and would inflict irreparable harm on GoDésana, LLC/Green Organics, LLC. In such event, GoDésana, LLC/Green Organics, LLC may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Product Consultant or such Marketing Business including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.12 Presentation of the GoDésana, LLC/Green Organics, LLC Opportunity

A. In presenting the GoDésana, LLC/Green Organics, LLC opportunity to potential customers and Product Consultants, a Product Consultant is required to comply with the following provisions:

- I. A Product Consultant shall not misquote or omit any significant material fact about the Compensation Plan.
- II. A Product Consultant shall make it clear that the Compensation Plan is based upon sales of GoDésana, LLC/Green Organics, LLC products and services and upon the sponsoring of other Product Consultants.
- III. A Product Consultant shall make it clear that success can be achieved only through substantial independent efforts.
- IV. A GoDésana, LLC/Green Organics, LLC Product Consultant shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the GoDésana, LLC/Green Organics, LLC opportunity or Compensation Plan to prospective Product Consultants or Customers.
- V. A Product Consultant may not make any claims regarding products or services of any products offered by GoDésana, LLC/Green Organics, LLC, except those contained in official GoDésana, LLC/Green Organics, LLC literature.
- VI. A Product Consultant may not use official GoDésana, LLC/Green Organics, LLC material to promote the GoDésana, LLC/Green Organics, LLC business opportunity in any country where GoDésana, LLC/Green Organics, LLC has not established a "presence."
- VII. In an effort to conduct best business practices, GoDésana, LLC/Green Organics, LLC has developed the Income Disclosure Statement ("IDS"). The GoDésana, LLC/Green Organics, LLC IDS is designed to convey truthful, timely, and comprehensive information regarding the income that GoDésana, LLC/Green Organics, LLC Product Consultants earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Product Consultants.

A copy of the IDS must be presented to a prospective Product Consultant anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of "statements of non-average earnings" include, "Our number one Product Consultant earned over a million dollars last year" or "Our average ranking Product Consultant makes five thousand per month." An example of a "statement of earnings ranges" is "The monthly income for our higher ranking Product Consultants is ten thousand dollars on the low end to thirty thousand dollars a month on the high end."

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3.13 Sales Requirements are governed by the Compensation Plan

A. GoDésana, LLC/Green Organics, LLC Product Consultants may purchase GoDésana, LLC/Green Organics, LLC products and then re-sell them at any price they choose. GoDésana, LLC/Green Organics, LLC will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a GoDésana, LLC/Green Organics, LLC business.

B. The GoDésana, LLC/Green Organics, LLC program is built on sales to the ultimate consumer. GoDésana, LLC/Green Organics, LLC encourages its Product Consultants to only purchase inventory that they and their family will personally consume or will be resold to others for their ultimate consumption. Product Consultants must never attempt to influence any other Product Consultant to buy more products than they can reasonably use or sell to retail customers in a month.

C. Each GoDésana, LLC/Green Organics, LLC Product Consultant commits to personally use or sell at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such if demanded by the Company or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited. GoDésana, LLC/Green Organics, LLC 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 a Product Consultant or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Product Consultant or Customers ("phantoms"); (d) purchasing GoDésana, LLC/Green Organics, LLC products or services on behalf of another Product Consultant or Customer, or under another Product Consultant's or Customer's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers. A Product Consultant shall not use another Product Consultant's or customer's credit card or debit checking account to enroll in GoDésana, LLC/Green Organics, LLC or purchase products.

B. Regarding an order with an invalid or incorrect payment, GoDésana, LLC/Green Organics, LLC will attempt to contact the Product Consultant 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 a Product Consultant wants to move an order to another Product Consultant's position, he or she must have prior authorization, of all parties involved. GoDésana, LLC/Green Organics, LLC will charge the Product Consultant a \$20 fee for processing.

D. Prices are subject to change without notice.

E. A Product Consultant or Customer who is a recipient of a damaged or incorrect order must notify GoDésana, LLC/Green Organics, LLC within 30 calendar days from receipt of the order and follow the procedures as set forth in these Policies.

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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 Product Consultant or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to GoDésana, LLC/Green Organics, LLC by a Product Consultant or customer of the Product Consultant from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by GoDésana, LLC/Green Organics, LLC from a Product Consultant'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 Product Consultant, constitute grounds for disciplinary sanctions.

4.3 Sales Tax Obligation

- A. The Product Consultant shall comply with all state and local taxes and regulations governing the sale of GoDésana, LLC/Green Organics, LLC products and services.
- B. GoDésana, LLC/Green Organics, LLC will collect and remit sales tax on Product Consultant orders unless a Product Consultant furnishes GoDésana, LLC/Green Organics, LLC with the appropriate Resale Tax Certificate form. When orders are placed with GoDésana, LLC/Green Organics, LLC, sales tax is prepaid based upon the purchase price. GoDésana, LLC/Green Organics, LLC will remit the sales tax to the appropriate state and local jurisdictions. The Product Consultant may recover the sales tax when he or she makes a sale. GoDésana, LLC/Green Organics, LLC Product Consultants are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. GoDésana, LLC/Green Organics, LLC encourages each Product Consultant to consult with a tax advisor for additional information for his or her business.
- D. If a credit card order or automatic debit is declined the first time, the customer or Product Consultant will be contacted for an alternate form of payment. If payment is declined a second time, the customer or Product Consultant may be deemed ineligible to purchase GoDésana, LLC/Green Organics, LLC products or services or participate in the monthly auto ship.

5.0 PAYMENT OF COMMISSIONS & BONUSSES

5.1 Bonus and Commission Qualifications

- A. A Product Consultant must be active and in compliance with GoDésana, LLC/Green Organics, LLC Policies and Procedures to qualify for bonuses and commissions. So long as a Product Consultant complies with the terms of the agreement, GoDésana, LLC/Green Organics, LLC shall pay commissions to such Product Consultant in accordance with the Compensation Plan.
- B. GoDésana, LLC/Green Organics, LLC will not issue a check to a Product Consultant without the receipt of a completed and signed GoDésana, LLC/Green Organics, LLC Product Consultant Agreement or electronic authorization.
- C. GoDésana, LLC/Green Organics, LLC reserves the right to postpone commission payments until such time the cumulative amount exceeds \$25.

5.2 Computation of Commissions and Discrepancies

- A. In order to qualify to receive commissions and bonuses, a Product Consultant 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.



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- B. A GoDésana, LLC/Green Organics, LLC Product Consultant 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

- A. A Product Consultant receives bonuses and commissions based on the actual sales of products and services to end consumers and to Product Consultants through product purchases. When a product or service is returned to GoDésana, LLC/Green Organics, LLC for a refund from the end consumer or by a Product Consultant, the bonuses and commissions attributable to the returned product or service will be deducted from the Product Consultant 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 a Product Consultant 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 GoDésana, LLC/Green Organics, LLC, the remainder of the outstanding balance may be offset against any other amounts that may be owed by GoDésana, LLC/Green Organics, LLC to the terminated Product Consultant.

6.0 SATISFACTION GUARANTEED AND RETURN OF SALES AIDS

GoDésana, LLC/Green Organics, LLC offers a one hundred percent (100%) thirty-day money back guarantee for all customers and Product Consultants. If a customer purchased a product and is not satisfied with the service, the customer may request a refund from their Product Consultant.

Upon cancellation of the Agreement, the Product Consultant may return all sales aids purchased within one (1) year from the date of cancellation for a refund if he or she is unable to sell or use the merchandise. A Product Consultant may only return sales aids he or she personally purchased from the Company under his or her Product Consultant Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the Product Consultant will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the Product Consultant any commissions, bonuses, rebates or other incentives received by the Product Consultant which were associated with the merchandise that is returned.

6.1 Return Process

- A. All returns, whether by a Customer, or Product Consultant, must be made as follows:
 - I. Obtain RMA (Return Merchandise Authorization) from GoDésana, LLC/Green Organics, LLC
 - II. Ship items to the address provided by GoDésana, LLC/Green Organics, LLC Customer service when you are given your RMA.
 - III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
 - IV. Ship back product in manufactures box exactly as it was delivered.

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B. All returns must be shipped to GoDésana, LLC/Green Organics, LLC pre-paid, as GoDésana, LLC/Green Organics, LLC does not accept shipping collect packages. GoDésana, LLC/Green Organics, LLC recommends shipping returned product by UPS or FedEx with tracking, as risk of loss in shipping the returned product shall be borne solely by the Customer, or Product Consultant. If returned product is not received at GoDésana, LLC/Green Organics, LLC Distribution Center, it is the responsibility of the Customer, or Product Consultant to trace the shipment and no credit will be applied.

C. The return of \$300 or more of products accompanied by a request for a refund within a calendar year, by a Product Consultant, may constitute grounds for involuntary termination.

7.0 PRIVACY POLICY

7.1 Introduction

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

7.2 Expectation of Privacy

A. GoDésana, LLC/Green Organics, LLC recognizes and respects the importance its Customers and Product Consultants place on the privacy of their financial and personal information. GoDésana, LLC/Green Organics, LLC will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Product Consultants' financial and account information and nonpublic personal information.

B. By entering into the Product Consultant agreement, a Product Consultant authorizes GoDésana, LLC/Green Organics, LLC to disclose his or her name and contact information to Product Consultants solely for activities related to the furtherance of the GoDésana, LLC/Green Organics, LLC business. A Product Consultant 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 organization and conducting the GoDésana, LLC/Green Organics, LLC business.

7.3 Employee Access to Information

GoDésana, LLC/Green Organics, LLC limits the number of employees who have access to Customer's and Product Consultants' nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

A. GoDésana, LLC/Green Organics, LLC will not share non-public personal information or financial information about current or former Customers or Product Consultants with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Product Consultants' interests or to enforce its rights or obligations under these Policies and Procedures, or Product Consultant'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 and any other information, which contain financial, scientific or other information both written or otherwise circulated by GoDésana, LLC/Green Organics, LLC pertaining to the business of GoDésana, LLC/Green Organics, LLC (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to GoDésana, LLC/Green Organics, LLC.

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8.2 Obligation of Confidentiality

A. During the term of the GoDésana, LLC/Green Organics, LLC Product Consultant Agreement and for a period of 5 years after the termination or expiration of the Product Consultant Agreement between the Product Consultant and GoDésana, LLC/Green Organics, LLC, the Product Consultant shall not:

- I. Use the information in the Reports to compete with GoDésana, LLC/Green Organics, LLC or for any purpose other than promoting his or her GoDésana, LLC/Green Organics, LLC 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 Product Consultant 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 GoDésana, LLC/Green Organics, LLC and to independent GoDésana, LLC/Green Organics, LLC businesses. GoDésana, LLC/Green Organics, LLC and its Product Consultants will be entitled to injunctive relief or to recover damages against any Product Consultant 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 GoDésana, LLC/Green Organics, LLC, any current or former Product Consultant will return the original and all copies of all "Reports" to GoDésana, LLC/Green Organics, LLC together with any GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC Product Consultant may not re-label, re-package, refill, or alter labels of any GoDésana, LLC/Green Organics, LLC product, or service, information, materials or programs in any way. GoDésana, LLC/Green Organics, LLC products and services must only be sold in their original containers from GoDésana, LLC/Green Organics, LLC. Such re-labeling or re-packaging violates Federal and state laws, which may result in criminal or civil penalties or liability.

B. A GoDésana, LLC/Green Organics, LLC Product Consultant shall not cause any GoDésana, LLC/Green Organics, LLC product or service or any GoDésana, LLC/Green Organics, LLC trade name to be sold or displayed in retail establishments except the following:

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- 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 Product Consultant 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. GoDésana, LLC/Green Organics, LLC will permit Product Consultants to solicit and make Commercial Sales upon prior written approval from GoDésana, LLC/Green Organics, LLC. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of:

- I. GoDésana, LLC/Green Organics, LLC products that equal or exceed \$5,000 in a single order.
- II. Products sold to a third party who intends to re-sell the products to an end consumer.

D. A Product Consultant may sell GoDésana, LLC/Green Organics, LLC products and services and display the GoDésana, LLC/Green Organics, LLC trade name at any appropriate display booth (such as trade shows) upon prior written approval from GoDésana, LLC/Green Organics, LLC.

E. GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC opportunity.

9.2 Use of Company Names and Protected Materials

A. A GoDésana, LLC/Green Organics, LLC Product Consultant must safeguard and promote the good reputation of GoDésana, LLC/Green Organics, LLC and the products and services it markets. The marketing and promotion of GoDésana, LLC/Green Organics, LLC, the GoDésana, LLC/Green Organics, LLC opportunity, the Compensation Plan, and GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC must be used in their original form and cannot be changed, amended or altered except with prior written approval from the GoDésana, LLC/Green Organics, LLC Compliance Department.

C. The name of GoDésana, LLC/Green Organics, LLC, each of its product names and other names that have been adopted by GoDésana, LLC/Green Organics, LLC in connection with its business are proprietary trade names, trademarks and service marks of GoDésana, LLC/Green Organics, LLC. As such, these marks are of great value to GoDésana, LLC/Green Organics, LLC and are supplied to Product Consultants for their use only in an expressly authorized manner.

D. A Green Product Consultant's use of the name "GoDésana, LLC/Green Organics, LLC" is restricted to protect GoDésana, LLC/Green Organics, LLC proprietary rights, ensuring that the GoDésana, LLC/Green Organics, LLC protected names will not be lost or compromised by unauthorized use. Use of the GoDésana, LLC/Green Organics, LLC name on any item not produced by GoDésana, LLC/Green Organics, LLC is prohibited except as follows:

- I. Product Consultant's name] Independent GoDésana, LLC/Green Organics, LLC Product Consultant
- II. Product Consultant's name] Independent Product Consultant of GoDésana, LLC/Green Organics, LLC products and services.

E. Further procedures relating to the use of the GoDésana, LLC/Green Organics, LLC name are as follows:

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I. All stationery (i.e. letterhead, envelopes, and business cards) bearing the GoDésana, LLC/Green Organics, LLC name or logo intended for use by the Product Consultant must be approved in writing by the GoDésana, LLC/Green Organics, LLC Compliance Department.

II. GoDésana, LLC/Green Organics, LLC Product Consultants may list "Independent GoDésana, LLC/Green Organics, LLC Product Consultant or Product Consultant" in the white pages of the telephone directory under his or her own name.

III. GoDésana, LLC/Green Organics, LLC Product Consultants may not use the name GoDésana, LLC/Green Organics, LLC or GoDésana, LLC/Green Organics, LLC in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent GoDésana, LLC/Green Organics, LLC Product Consultant,"

F. Certain photos and graphic images used by GoDésana, LLC/Green Organics, LLC in its advertising, packaging, and Web sites are the result of paid contracts with outside vendors that do not extend to Product Consultants. If a Product Consultant wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.

G. A GoDésana, LLC/Green Organics, LLC Product Consultant shall not appear on or make use of television or radio, or make use of any other media to promote or discuss GoDésana, LLC/Green Organics, LLC or its programs, products or services without prior written permission from the GoDésana, LLC/Green Organics, LLC Compliance Department.

H. A Product Consultant may not produce for sale or distribution any Company event or speech, nor may a Product Consultant reproduce GoDésana, LLC/Green Organics, LLC audio or video clips for sale or for personal use without prior written permission from the GoDésana, LLC/Green Organics, LLC Compliance Department.

I. GoDésana, LLC/Green Organics, LLC 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 Product Consultant.

J. A Product Consultant shall not promote non-GoDésana, LLC/Green Organics, LLC products or services in conjunction with GoDésana, LLC/Green Organics, LLC products or services on the same Web sites or same advertisement without prior approval from GoDésana, LLC/Green Organics, LLC Compliance.

9.3 Faxes and E-mail - Limitations

A. Except as provided in this section, a Product Consultant 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 GoDésana, LLC/Green Organics, LLC 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 Product Consultant has established a prior business or personal relationship.

B. In all states where prohibited by law, a Product Consultant 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:

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- 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 e-mailed documents, a GoDésana, LLC/Green Organics, LLC Product Consultant 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. A Product Consultant may not use third-party sites that contain materials copied from corporate sources (such as GoDésana, LLC/Green Organics, LLC brochures, CDs, videos, tapes, events, presentations, and corporate Web sites) nor create his or her own GoDésana, LLC/Green Organics, LLC material. This policy ensures brand consistency, allows customers and Product Consultants 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 GoDésana, LLC/Green Organics, LLC Product Consultant who currently qualifies at the rank of Diamond may apply to the Compliance Department for an exception to the third-party Web site policy. To qualify for an exception, the Web site must serve a unique market that the GoDésana, LLC/Green Organics, LLC corporate site does not currently serve or intend to serve.

C. A GoDésana, LLC/Green Organics, LLC Product Consultant may not sell GoDésana, LLC/Green Organics, LLC products or offer the Business opportunity using "on-line auctions," such as eBay®.

D. A Product Consultant may not use or attempt to register any of GoDésana, LLC/Green Organics, LLC'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 GoDésana, LLC/Green Organics, LLC products at a price LESS than the highest company published, established retail price of ONE offering of the GoDésana, LLC/Green Organics, LLC 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.

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- C. All advertising, including but not limited to print, internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the GoDésana, LLC/Green Organics, LLC Compliance Department.
- D. All requests for approvals with respect to advertising must be directed in writing to the GoDésana, LLC/Green Organics, LLC Compliance Department.
- E. GoDésana, LLC/Green Organics, LLC approval is not required to place blind ads that do not mention GoDésana, LLC/Green Organics, LLC, its employees, any of its products, services designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
- F. A Product Consultant who is currently paid at the Diamond 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 GoDésana, LLC/Green Organics, LLC Compliance Department for approval.
- I. Diamonds are encouraged to work with the Compliance Department prior to the production of commercials, infomercials, or Web sites.
- G. GoDésana, LLC/Green Organics, LLC 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 Product Consultant.

9.6 Testimonial Permission

A. By signing the GoDésana, LLC/Green Organics, LLC Product Consultant Agreement, a Product Consultant gives GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC Business Opportunity, a Product Consultant waives any right to be compensated for the use of his or her testimonial or image and likeness even though GoDésana, LLC/Green Organics, LLC may be paid for items or sales materials containing such image and likeness. In some cases, a Product Consultant's testimonial may appear in another Product Consultant's advertising materials. If a Product Consultant does not wish to participate in GoDésana, LLC/Green Organics, LLC sales and marketing materials, he or she should provide a written notice to the GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC Product Consultant must not engage in telemarketing in relation to the operation of the Product Consultant's GoDésana, LLC/Green Organics, LLC business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of GoDésana, LLC/Green Organics, LLC products or services, or to recruit them for the GoDésana, LLC/Green Organics, LLC 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 a Product Consultant 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 Product Consultant 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 Product Consultants that promote either GoDésana, LLC/Green Organics, LLC products, services or the GoDésana, LLC/Green Organics, LLC opportunity is considered telemarketing and is prohibited.

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E. Exceptions to Telemarketing Regulations

A GoDésana, LLC/Green Organics, LLC Product Consultant may place telephone calls to prospective Customers, or Product Consultants under the following limited situations:

- I. If the Product Consultant 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 GoDésana, LLC/Green Organics, LLC Product Consultant, within 3 months immediately before the date of such a call.
- III. If the Product Consultant receives written and signed permission from the prospect authorizing the Product Consultant to call. The authorization must specify the telephone number(s) that the Product Consultant is authorized to call.
- IV. If the call is to family members, personal friends, and acquaintances. However, if a Product Consultant 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. GoDésana, LLC/Green Organics, LLC Product Consultants engaged in calling "acquaintances," must make such calls on an occasional basis only and not as a routine practice.

F. A Product Consultant shall not use automatic telephone dialing systems in the operation of his or her GoDésana, LLC/Green Organics, LLC businesses.

G. Failure to abide by GoDésana, LLC/Green Organics, LLC policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Marketing Business, up to and including termination of the Position.

H. By signing the Product Consultant agreement or by accepting commission checks, other payments or awards from GoDésana, LLC/Green Organics, LLC, a Product Consultant gives permission to GoDésana, LLC/Green Organics, LLC and other Product Consultants to contact them as permitted under the Federal Do Not Call regulations.

I. In the event a Product Consultant violates this section, GoDésana, LLC/Green Organics, LLC reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy

A. A GoDésana, LLC/Green Organics, LLC Product Consultant is authorized to sell GoDésana, LLC/Green Organics, LLC products, to customers, Product Consultants only in the countries in which GoDésana, LLC/Green Organics, LLC is authorized to conduct business, according to the Policies and Procedures of each country. GoDésana, LLC/Green Organics, LLC Product Consultants may not sell products or services in any country where GoDésana, LLC/Green Organics, LLC products and services have not received applicable government authorization or approval.

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B. A Product Consultant may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Product Consultants, nor conduct any other activity for the purpose of selling GoDésana, LLC/Green Organics, LLC products and services, establishing a sales organization, or promoting the GoDésana, LLC/Green Organics, LLC business opportunity.

11.0 CHANGES TO A Product Consultant BUSINESS

11.1 Modification of the Product Consultant agreement

A. A GoDésana, LLC/Green Organics, LLC Product Consultant may modify his or her existing Product Consultant 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 Product Consultant) by submitting a written request, accompanied by a new Product Consultant 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 Product Consultants

A. Maintaining the integrity of the organizational structure is mandatory for the success of GoDésana, LLC/Green Organics, LLC and our independent Product Consultants. As such, a request to change placement may only be made within the first 30 days of initial enrollment as a Product Consultant. Furthermore, such changes may only occur within the same organization.

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

C. New Product Consultants 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 Product Consultant 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, a Product Consultant must comply with following procedures:

I. Submit a Sponsor Placement Transfer Form;

II. Submit a GoDésana, LLC/Green Organics, LLC Product Consultant agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;



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- B. Sponsors may make “Placement changes” from one Product Consultant to another for personally sponsored (frontline) Product Consultants during the first 30 days of enrollment.
- C. New Product Consultants 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 Product Consultant 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, a Product Consultant must comply with following procedures:
- I. Submit a Sponsor Placement Transfer Form;
 - II. Submit a GoDésana, LLC/Green Organics, LLC Product Consultant agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;
 - III. The Product Consultant 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 Product Consultant’s organization, if any, will transfer with the Product Consultant.
- 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, GoDésana, LLC/Green Organics, LLC will honor the Sponsor/Placement as shown:
- I. On the most recently signed Product Consultant agreement on file or
 - II. Self-enrolled on the Web site (i.e., electronically signed Web agreement).

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H. GoDésana, LLC/Green Organics, LLC 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 Product Consultants

A. At the discretion of GoDésana, LLC/Green Organics, LLC, Product Consultants who did not participate in an auto ship or have not ordered products or services for at least 6 months and who have not tendered a letter of resignation, are eligible to re-enroll in GoDésana, LLC/Green Organics, LLC under the Sponsor/Placement of their choice.

B. Upon written notice to GoDésana, LLC/Green Organics, LLC that a former Product Consultant wishes to re-enroll, GoDésana, LLC/Green Organics, LLC will “compress” (close) the original account. A new GoDésana, LLC/Green Organics, LLC ID number will then be issued to the former Product Consultant.

C. Such Product Consultant does not retain former rank, organization, or rights to commission checks from his or her former organizations.

D. GoDésana, LLC/Green Organics, LLC reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

E. GoDésana, LLC/Green Organics, LLC reserves the right to change Sponsor or Placement of a gift Product Consultant at any time and in whatever manner it deems necessary.

11.4 Change Organizations

A. If A GoDésana, LLC/Green Organics, LLC Product Consultant wishes to transfer organizations, he or she must submit a letter of resignation to the GoDésana, LLC/Green Organics, LLC Customer Service Department and remain inactive (place no orders, or be on an auto ship) from GoDésana, LLC/Green Organics, LLC for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.

B. GoDésana, LLC/Green Organics, LLC retains the right to approve or deny any request to re-enroll after a Product Consultant’s resignation.

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- C. If re-enrollment is approved, the former Product Consultant will be issued a new GoDésana, LLC/ Green Organics, LLC ID number and will be required to submit a new Product Consultant agreement and to purchase a GoDésana, LLC/Green Organics, LLC package of their choice. The Product Consultant will not be entitled to keep any former rank, organization, or rights to commission checks from any prior organization.
- D. 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 Product Consultant from another Product Consultant or influencing another Product Consultant to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the GoDésana, LLC/ Green Organics, LLC Compliance Department within the first 90 days of enrollment. If the reports are substantiated, GoDésana, LLC/Green Organics, LLC may transfer the Product Consultant or the Product Consultant's organization to another sponsor, Placement or organization without approval from the current Upline Sponsor or Placement Product Consultants. GoDésana, LLC/Green Organics, LLC remains the final authority in such cases.
- C. GoDésana, LLC/Green Organics, LLC prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the GoDésana, LLC/Green Organics, LLC compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a organization Product Consultant in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive organization without his or her knowledge in order to trigger unearned qualification for commissioning. 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 consultant positions of all individuals found to be directly involved.
- D. Should Product Consultants engage in solicitation and/or enticement of members of another direct sales company to sell or distribute GoDésana, LLC/Green Organics, LLC products, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Product Consultant alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, GoDésana, LLC/Green Organics, LLC will not pay any of Product Consultant's defense costs or legal fees, nor will GoDésana, LLC/Green Organics, LLC indemnify the Product Consultant for any judgment, award, or settlement.



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11.6 Sell, Assign or Delegate Ownership

A. In order to preserve the integrity of the hierarchical structure, it is necessary for GoDésana, LLC/Green Organics, LLC to place restrictions on the transfer, assignment, or sale of a Position.

B. A GoDésana, LLC/Green Organics, LLC Product Consultant may not sell or assign his or her rights or delegate his or her position as a Product Consultant without prior written approval by GoDésana, LLC/Green Organics, LLC, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of GoDésana, LLC/Green Organics, LLC.

C. Should the sale be approved by GoDésana, LLC/Green Organics, LLC, 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 Organization.

D. To request corporate authorization for a sale or transfer of a GoDésana, LLC/Green Organics, LLC Position, the following items must be submitted to the GoDésana, LLC/Green Organics, LLC Compliance Department:

- I. A Sale/Transfer of The position form properly completed, with the requisite signatures.
- II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
- III. A GoDésana, LLC/Green Organics, LLC Product Consultant Agreement completed and signed by the Buyer.
- IV. Payment of the \$100 administration fee.
- V. Any additional supporting documentation requested by GoDésana, LLC/Green Organics, LLC.

E. Any debt obligations that either Seller or Buyer may have with GoDésana, LLC/Green Organics, LLC must be satisfied prior to the approval of the sale or transfer by GoDésana, LLC/Green Organics, LLC.

F. A GoDésana, LLC/Green Organics, LLC Product Consultant who sells his or her Position is not eligible to re-enroll as a GoDésana, LLC/Green Organics, LLC Product Consultant in any organization for 6 full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating a GoDésana, LLC/Green Organics, LLC Business

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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 GoDésana, LLC/Green Organics, LLC business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize GoDésana, LLC/Green Organics, LLC to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee.

II. The parties may continue to operate the GoDésana, LLC/Green Organics, LLC business jointly on a "business as usual" basis, whereupon all compensation paid by GoDésana, LLC/Green Organics, LLC will be paid in the name designated by the Product Consultants or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, GoDésana, LLC/Green Organics, LLC will pay compensation to the name on record and in such event, the Product Consultant named on the account shall indemnify GoDésana, LLC/Green Organics, LLC from any claims from the other business owner or the other Spouse with respect to such payment.

B. GoDésana, LLC/Green Organics, LLC recognizes only one Organization organization and will issue only one commission check per GoDésana, LLC/Green Organics, LLC business per commission cycle. Under no circumstances will the Organization of an organization be divided, nor will GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC 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 Product Consultant or active Customer in the former organization, and must develop a new business in the same manner as any other new GoDésana, LLC/Green Organics, LLC Product Consultant. A Product Consultant in the Relinquishing Party's former Organization 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 a Product Consultant, the Product Consultant's business may be passed on to his or her legal successors in interest (successor). Whenever a GoDésana, LLC/Green Organics, LLC business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Product Consultant's sales organization. The successor must:

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- I. Complete and sign a new GoDésana, LLC/Green Organics, LLC Product Consultant agreement;
 - II. Comply with the terms and provisions of the Product Consultant agreement; and
 - III. Meet all of the qualifications for the last rank achieved by the former Product Consultant.
- B. Bonus and commission checks of a GoDésana, LLC/Green Organics, LLC business transferred based on this section will be paid in a single check to the successor. The successor must provide GoDésana, LLC/Green Organics, LLC 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 Position, 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. GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a GoDésana, LLC/Green Organics, LLC business, the successor must provide the following to GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC business.
- E. To complete a transfer of the GoDésana, LLC/Green Organics, LLC business because of incapacity, the successor must provide the following to GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC business; and
 - III. A completed Product Consultant agreement executed by the trustee.
- F. If the successor is already an existing Product Consultant, GoDésana, LLC/Green Organics, LLC will allow such Product Consultant to keep his or her own Position plus the inherited Position active for up to 6 months. By the end of the 6 month period, the Product Consultant must have compressed (if appropriate), sold or otherwise transferred either the existing Position or the inherited Position.



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G. If the successor wishes to terminate the GoDésana, LLC/Green Organics, LLC Position, he or she must submit a notarized statement stating the desire to terminate the Position, along with a certified copy of the death certificate, appointment as trustee, or other appropriate legal documentation.

H. Upon written request, GoDésana, LLC/Green Organics, LLC may grant a 1 month bereavement waiver and pay out at the last "paid as" rank.

11.9 Resignation/Voluntary Termination

A. A Product Consultant may immediately terminate his or her Position by submitting a written notice or email to the GoDésana, LLC/Green Organics, LLC Compliance Department compliance [at] <http://greenorganicsinternational.com>. The written notice must include the following:

- I. The Product Consultant's intent to resign;
- II. Date of resignation;
- III. GoDésana, LLC/Green Organics, LLC Identification Number;
- IV. Reason for resigning; and
- V. Signature.

B. A GoDésana, LLC/Green Organics, LLC Product Consultant may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Product Consultant who has voluntarily resigned is not eligible to reapply for a Position or have any financial interest in a GoDésana, LLC/Green Organics, LLC business for 6 months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

A. GoDésana, LLC/Green Organics, LLC reserves the right to terminate a Product Consultant Business for, but not limited to, the following reasons;

- I. Violation of any terms or conditions of the Product Consultant 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 GoDésana, LLC/Green Organics, LLC business;
- V. Engaging in unethical business practices or violating standards of fair dealing; or
- VI. Returning over \$500 worth of products and sales tools for a refund within a 12 month period.

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B. GoDésana, LLC/Green Organics, LLC will notify the Product Consultant 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 Marketing Business and the reasons for termination. The Product Consultant 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. GoDésana, LLC/Green Organics, LLC will then have 30 calendar days from the date of receipt of the Product Consultant's response to render a final decision as to termination.

C. If a decision is made by GoDésana, LLC/Green Organics, LLC to terminate the Marketing Business, GoDésana, LLC/Green Organics, LLC will inform the Product Consultant in writing that the Position is terminated effective as of the date of the written notification. The Product Consultant will then have 15 calendar days from the date of mailing of such notice to appeal the termination in writing. GoDésana, LLC/Green Organics, LLC must receive the Product Consultant's written appeal within 20 calendar days of the date of the GoDésana, LLC/Green Organics, LLC termination letter. If the written appeal is not received within this time period, the termination will be considered final.

D. If the Product Consultant does file a timely appeal of termination, GoDésana, LLC/Green Organics, LLC will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the Product Consultant of its decision. The decision of GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC. The former Product Consultant shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any GoDésana, LLC/Green Organics, LLC products or services. GoDésana, LLC/Green Organics, LLC will notify the active Upline Sponsor within 10 days after termination. The organization of the terminated Product Consultant will "roll up" to the active Upline Sponsor on record.

F. The GoDésana, LLC/Green Organics, LLC Product Consultant who is involuntarily terminated by GoDésana, LLC/Green Organics, LLC may not re-apply for a Position, either under his or her present name or any other name or entity, without the express written consent of an officer of GoDésana, LLC/Green Organics, LLC, following a review by the GoDésana, LLC/Green Organics, LLC Compliance Committee. In any event, such Product Consultant may not re-apply for a Position for 12 months from the date of termination.

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11.11 Effect of Cancellation

A. Following a Product Consultant's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Product Consultant:

I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Product Consultant's former organization or any other payments in association with the Product Consultant's former independent Business.

II. Effectively waives any and all claims to property rights or any interest in or to the Product Consultant's former Organization 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 GoDésana, LLC/Green Organics, LLC.

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action - Purpose

A. It is the spirit of GoDésana, LLC/Green Organics, LLC that integrity and fairness should pervade among its Product Consultants, thereby providing everyone with an equal opportunity to build a successful business. Therefore, GoDésana, LLC/Green Organics, LLC reserves the right to impose disciplinary sanctions at any time, when it has determined that a Product Consultant 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 GoDésana, LLC/Green Organics, LLC.

12.2 Consequences and Remedies of Breach

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

I. Monitoring a Product Consultant's conduct over a specified period of time to assure compliance;

II. Issuance of a written warning or requiring the Product Consultant 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 GoDésana, LLC/Green Organics, LLC receives adequate additional assurances from the Product Consultant to ensure future compliance;

IV. Suspension from participation in Company or Product Consultant events, rewards, or recognition;

V. Suspension of the GoDésana, LLC/Green Organics, LLC Product Consultant agreement and Position for one or more pay periods;



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- VI. Involuntary termination of the Product Consultant's agreement and the position;
- VII. Any other measure which GoDésana, LLC/Green Organics, LLC deems feasible and appropriate to justly resolve injuries caused by the Product Consultant'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 GoDésana, LLC/Green Organics, LLC Product Consultant has a grievance or complaint against another Product Consultant regarding any practice or conduct relating to their respective GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC Compliance Department as outlined below in this Section.

B. The GoDésana, LLC/Green Organics, LLC Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Product Consultants involved.

C. GoDésana, LLC/Green Organics, LLC will confine its involvement to disputes regarding GoDésana, LLC/Green Organics, LLC business matters only. GoDésana, LLC/Green Organics, LLC will not decide issues that involve personality conflicts or unprofessional conduct by or between Product Consultants outside the context of a GoDésana, LLC/Green Organics, LLC business. These issues go beyond the scope of GoDésana, LLC/Green Organics, LLC and may not be used to justify a Sponsor or Placement change or a transfer to another GoDésana, LLC/Green Organics, LLC organization.

D. GoDésana, LLC/Green Organics, LLC does not consider, enforce, or mediate third party agreements between Product Consultants, nor does it provide names, funding, or advice for obtaining outside legal counsel.

E. Process for Grievances:

I. The GoDésana, LLC/Green Organics, LLC Product Consultant should submit a written letter of complaint (e-mail will not be accepted) directly to the GoDésana, LLC/Green Organics, LLC 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;



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- c. Dates;
- d. Number of occurrences;
- e. Persons involved; and
- f. Supporting documentation.

II. Upon receipt of the written complaint, GoDésana, LLC/Green Organics, LLC will conduct an investigation according to the following procedures:

- a. The Compliance Department will send an acknowledgment of receipt to the complaining Product Consultant;
- b. The Compliance Department will provide a verbal or written notice of the allegation to the Product Consultant under investigation. If a written notice is sent to the Product Consultant, 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 GoDésana, LLC/Green Organics, LLC
- 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. Product Consultant calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- e. GoDésana, LLC/Green Organics, LLC will make a final decision and timely notify the GoDésana, LLC/Green Organics, LLC Product Consultants involved.

13.2 Arbitration

A. Any controversy or claim arising out of or relating to the GoDésana, LLC/Green Organics, LLC Product Consultant agreement, these Policies and Procedures, or the breach thereof, the Product Consultant’s business or any dispute between GoDésana, LLC/Green Organics, LLC and the Product Consultant, 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 Fayetteville, Ohio. 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.

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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 Product Consultant agreement.

D. Nothing in these Policies and Procedures shall prevent GoDésana, LLC/Green Organics, LLC 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 GoDésana, LLC/Green Organics, LLC 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 a Product Consultant and GoDésana, LLC/Green Organics, LLC shall be governed by and construed in accordance with the laws of the state of Ohio, 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 GoDésana, LLC/Green Organics, LLC can, in writing, affect a waiver of the GoDésana, LLC/Green Organics, LLC Policies and Procedures. GoDésana, LLC/Green Organics, LLC's waiver of any particular breach by a Product Consultant shall not affect GoDésana, LLC/Green Organics, LLC's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Product Consultant.

B. The existence of any claim or cause of action of a Product Consultant against GoDésana, LLC/Green Organics, LLC shall not constitute a defense to GoDésana, LLC/Green Organics, LLC's enforcement of any term or provision of these Policies and Procedures.

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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 Ohio and the exclusive jurisdiction of the United States courts.

15.0 GoDésana, LLC/Green Organics, LLC GLOSSARY OF TERMS

ACTIVE Product Consultant: A Product Consultant who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each Product Consultant; includes the Product Consultant Agreement, the GoDésana, LLC/Green Organics, LLC Policies and Procedures, and the GoDésana, LLC/Green Organics, LLC Compensation Plan, all in their current form and as amended by GoDésana, LLC/Green Organics, LLC in its sole discretion. These documents are collectively referred to as the "Agreement."

CANCEL: The termination of a Product Consultant's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

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

CUSTOMER: A Customer who purchases GoDésana, LLC/Green Organics, LLC products and does not engage in building a business or retailing product.

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

LINE OF SPONSORSHIP (LOS): A report generated by GoDésana, LLC/Green Organics, LLC that provides critical data relating to the identities of Product Consultants, sales information, and enrolment activity of each Product Consultant's organization. This report contains confidential and trade secret information which is proprietary to GoDésana, LLC/Green Organics, LLC.

ORGANIZATION: The Customers and Product Consultants placed below a particular Product Consultant.

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OFFICIAL GoDésana, LLC/Green Organics, LLC MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by GoDésana, LLC/Green Organics, LLC to Product Consultants.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of GoDésana, LLC/Green Organics, LLC's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrolment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another GoDésana, LLC/Green Organics, LLC Product Consultant or Customer to enrol or participate in another multilevel marketing, network marketing, or direct sales opportunity.

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

SPONSOR: A Product Consultant who enrolls a Customer, Retailer, or another Product Consultant into the Company, and is listed as the Sponsor on the Product Consultant Agreement. The act of enrolling others and training them to become Product Consultants is called "sponsoring."

UPLINE: This term refers to the Product Consultant or Product Consultants above a particular Product Consultant in a sponsorship line up to the Company. It is the line of sponsors that links any particular Product Consultant to the Company.

goDésana, LLC/Green Organics, LLC is committed to customer service and we intend to uphold this by providing a private and secure browsing experience. The following policy will help you to understand how we will treat your personal information. As we continue to improve our site and as we take advantage of developments in technology, this policy may change from time to time so please check this policy on an ongoing basis for revisions and updates.

Information Collection and Use

goDésana, LLC/Green Organics, LLC collects information from our web sites in several ways. During registration, goDésana, LLC/Green Organics, LLC asks for information such as your name, phone number, and email address. Once you have submitted this information and chosen a valid password, you will be able to take full advantage of everything goDésana, LLC/Green Organics, LLC has to offer. You may also be asked for personal information when you report a problem with our site, or services; or, if you otherwise contact goDésana, LLC/Green Organics, LLC. goDésana, LLC/Green Organics, LLC also collects information using cookies, which are small pieces of information that are stored by your browser on your computer's hard drive. This information allows us to automatically link our customers to their personalized accounts. Most web browsers automatically accept cookies. Please check your browser's guidelines should you wish to prevent cookies. goDésana, LLC/Green Organics, LLC is the sole owner of the



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Information Disclosure

When you are on goDésana, LLC/Green Organics, LLC sites and are asked for personal information, you are sharing that information with only goDésana, LLC/Green Organics, LLC, its agents and representatives. goDésana, LLC/Green Organics, LLC will not disclose any of your personally identifiable information except when we have your express permission or under special circumstances, such as when we believe in good faith that the law requires it. goDésana, LLC/Green Organics, LLC may also disclose account information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) goDésana, LLC/Green Organics, LLC's rights or property, other goDésana, LLC/Green Organics, LLC users, or anyone else that could be harmed by such activities. goDésana, LLC/Green Organics, LLC will comply with the requests of all recognized legal entities to aid in the stopping of spam, distribution of illicit sexual content to minors, or any other illegal activity brought to our attention through such channels.

goDésana, LLC/Green Organics, LLC may occasionally send you e-mail about products and services that we feel may be of interest to you. Only goDésana, LLC/Green Organics, LLC (or agents or representatives working on behalf of goDésana, LLC/Green Organics, LLC) will send you these emails.

You may unsubscribe from the service information updates without any future correspondence or questions by completing the Opt-Out Form.



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