

WATERLESS BEAUTY CONSULTANT AGREEMENT AND CORPORATE POLICIES

5/19/2025

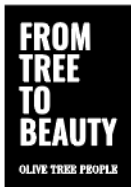
Sections 1 - 23

FROM
TREE
TO
BEAUTY

OLIVE TREE PEOPLE



OUR MISSION: HEAL THE WORLD WITH THE POWER OF THE OLIVE TREE



SECTION 1: THE AGREEMENT

This Waterless Beauty Consultant Agreement and Corporate Policies is made and entered into by and between Olive Tree People Inc., a California corporation having an address of 401 Wilshire Blvd., 12th floor, Santa Monica, CA 90401 (hereinafter, "OTP" or "Company") and the applicant who is interested in becoming a Waterless Beauty Consultant ("Applicant," "I," or "me").

By submitting this Waterless Beauty Consultant Agreement and Corporate Policies to OTP, I am applying for acceptance as an independent distributor (hereinafter, "Waterless Beauty Consultant") for the Company.

I understand, acknowledge, and agree that the relationship between Company and me will be governed by the Agreement, which is an integrated agreement that includes all the terms and conditions contained in (i) this Waterless Beauty Consultant Agreement and Corporate Policies ("Company Policies"), (ii) the OTP Compensation Plan ("Compensation Plan"), and (iii) the Privacy Policy, in their present form and as they may be amended from time to time (collectively, the "Agreement"). Except as expressly provided herein, in the event of a conflict between any document in the Agreement, the following order of priority shall control: first the Company Policies, then the Compensation Plan, then the Privacy Policy.

The Agreement constitutes the final, exclusive, and complete agreement between Waterless Beauty Consultant and Company regarding the subject matter hereof and supersedes all agreements, communications, understandings, and course of dealings between Waterless Beauty Consultant and Company. Waterless Beauty Consultant agrees that Company has not made and is not making any representations or warranties whatsoever regarding the subject matter of the Agreement, express or implied, except as explicitly stated in the Agreement, and that Waterless Beauty Consultant is not relying and has not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties in the Agreement.

INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER NOTICE – THIS AGREEMENT INCLUDES AN INDIVIDUAL ARBITRATION AGREEMENT AND CLASS WAIVER IN SECTIONS 20 AND 22 BELOW, WHICH MEANS THAT, TO FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WATERLESS BEAUTY CONSULTANT AND COMPANY AGREE TO SUBMIT ANY CLAIM TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN A COURT. THE ARBITRATION AGREEMENT ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WATERLESS BEAUTY CONSULTANT AND COMPANY AGREE TO PROCEED WITH ANY CLAIM INDIVIDUALLY AND NOT AS A PART OF A CLASS ACTION. PLEASE CAREFULLY REVIEW THE FULL SCOPE OF THESE PROVISIONS IN SECTIONS 20 AND 22 BEFORE SUBMITTING THE AGREEMENT.

Company may amend the Agreement from time to time. Amendments will be effective thirty (30) days after notice that the Agreement has been amended has been sent to Waterless Beauty Consultant via email at the email address on file with the Company. Waterless Beauty Consultant agrees to provide a valid email address to Company at enrollment and Waterless Beauty Consultant is responsible for making sure that the email address on file with Company is up to date at all times. Waterless Beauty Consultant agrees that thirty (30) days after notice is provided, any amendment becomes effective and is automatically incorporated into the Agreement as an effective and binding provision. Waterless Beauty Consultants may opt out of any proposed amendment by terminating their Agreement prior to the effective date of such proposed amendment. After the effective date of any amendment, a Waterless Beauty Consultant's continuation of their Company business, acceptance of bonuses or commissions, purchase of Company products, or access or use of their back office site constitutes acceptance of the amended Agreement. Unless expressly agreed to by Waterless Beauty Consultant, amendments shall not be retroactive to conduct that occurred prior to the effective date of the amendment. Company reserves the right to cancel the Agreement of any Waterless Beauty Consultant that does not agree to an amendment.

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible. This provision shall survive the expiration, termination, or cancellation of the Agreement for any reason.

Notwithstanding anything to the contrary contained herein, nothing in the Agreement prohibits a Waterless Beauty Consultant



from reporting possible violations of federal, state, or local law or regulation to any governmental agency (including but not limited to the Department of Justice and the Securities and Exchange Commission), or making other disclosures to, communicating directly with, responding to an inquiry from, or providing testimony before such governmental agency, regarding possible violations of federal, state, or local law or regulation. A Waterless Beauty Consultant is not required to contact the Company regarding the subject matter of any such communications before engaging in such communications. Further, nothing in the Agreement shall bar or impede in any way a Waterless Beauty Consultant's ability to seek or accept any monetary award from any governmental agency.

The mission of the Company, OTP: Our mission is to heal the world with the power of our mountain olive trees. For this, we take over large lands with wildly grown mountain olive trees, cultivate and eco-certify them. The mountain olive trees then supply the worldwide unique "Holistic Beauty Molecule" hydroxytyrosol, which protects the cells of the trees up to 4,000 years. This globally unique Beauty Molecule, which is only found indigenously in our mountain olive trees, replaces the 70% water phase that is otherwise common in skin care products. The products are therefore much more efficient than those based on water.

The water that we do not use in our products we bring to the people in Africa by building water wells, most recently with the Maasai in the Kilimanjaro region in 2021. 2.5 billion people on our planet have no direct access to clean water.

We support the distribution of our products by Waterless Beauty Consultants, working from home, introducing, informing, and selling OTP products.

We are committed to providing educational opportunities for all people who want to learn more about the impact Waterless Beauty products have on people and their environment and how our cycle from tree to beauty affects people and nature.

Our goal is to raise people's awareness for a more conscious and self-determined lifestyle.

OTP Company Values: OTP operates its business like a tree that makes a positive impact on everyone it comes in contact with: customers, Waterless Beauty Consultants, employees, vendors and partners, and its environment to have good will.

1. To manage the Company genuinely and with integrity;
2. Kindness and respect to all people and our surroundings;
3. Conducting our interactions with others with devotional passion in a spirit of service and caring;
4. Hard work and wise management of Company resources;
5. Maintaining a motivating work environment characterized by cheerfulness, happiness and the love and joy of what we do;
6. Gratitude for success and appreciation of others; and
7. Generosity to the less fortunate in our community and around the world.

Disclaimer: To make the text easier to read, we have left the terms in their original form and not presented them in female and male or neutral (such as Waterless Beauty Consultant), but we are expressly addressing all genders.

SECTION 2: DEFINITIONS

Active: Any Independent Waterless Beauty Consultant who has ordered OTP products within the last twelve (12) months.

Bonus: Compensation (sometimes called "Commissions") paid by the Company to a Waterless Beauty Consultant based on the volume of product sold/brokered by him and his distribution structure upon the fulfillment of all the requirements of the



OTP Compensation Plan. See § 10.

Consultant: The designation for Level 1 Waterless Beauty Consultant in the Company's compensation plan.

Downline: Another name for sales structure organization.

Targeted Local Market: A country or geographic region designated by the Company in writing as officially opened for OTP transactions.

Waterless Beauty Consultant Application Extension: Any supplemental/additional document to this Independent Waterless Beauty Consultant Agreement. If a Waterless Beauty Consultant would like to operate his Waterless Beauty Consultant Account through a corporation or a partnership in the future, the future corporation or partnership must duly complete and sign the extended Waterless Beauty Consultant application.

All shareholders and, as applicable, the shareholders of the shareholders, if one of the shareholders is also a corporation or a partnership, must be named, be at least 18 years old, and sign the application. The shareholders are each personally liable to OTP for the behavior of the corporation.

OTP Intellectual Property: OTP Intellectual Property means all intellectual property that OTP or Oliveda International or an affiliate claims as its copyright, proprietary right, or other property or right to use, including, but not limited to: trademarks, trade names, work titles, patents, domain names and all content of its publications protected by copyright regardless of whether it is registered with the responsible registration authorities.

Annual Service Fee: A fee incurred for the contractually granted 12-month non-exclusive right to use the provided back office and landing page, which also covers the costs of maintenance, care and possible updates or upgrades of the back office and landing page and which each Waterless Beauty Consultant must pay to the Company to renew the Waterless Beauty Consultant Agreement for an additional year each year on the date of its registration. With payment of the annual service fee for the contract period of one year, the Waterless Beauty Consultant also acquires the right for OTP to provide the available support documents and information on products and services, Company programs, free of charge. The annual service fee also covers the cost of all the Company's direct mailings.

Hospital: Any hospital, medical health or treatment center, nursing home, retirement home, convalescent center, or similar facility or location.

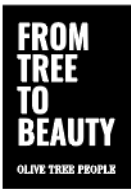
Customer: The term "customer" includes the end customer, retail customers, and the Preferred Customers.

Customer Loyalty Program: The "Loyalty Rewards Program" (LRP) is a product ordering program in which the Waterless Beauty Consultant may schedule secher benefits within the Compensation Plan (see § 10).

Downline Activity (Geneology) Report: A monthly report generated by the Company that provides critical data relating to the identities of Waterless Beauty Consultants, sales information and enrollment activity of each Waterless Beauty Consultant's Sales Organization. These reports include Product Advisor Lists. And these reports contain confidential information which is proprietary to the Company.

Local Market: A single country or group of countries identified by the Company.

Person: Any individual, i.e., natural person, entity (Inc., Ltd., LLC, LP, etc.) acting as a person, or other legal person.



Product Claims: Claims related to the effectiveness or effects of OTP products. Product claims are subject to regulation by laws and relevant regulatory bodies in the country where the OTP product is distributed.

Ranks: Ratings (levels) earned or awarded by a Waterless Beauty Consultant under the Company's compensation plan structure, including Olive, Green Olive, Black Star Olive, etc. These ranks are earned and assessed monthly.

Enroller: An enroller is a Waterless Beauty Consultant who has enrolled an enroller. This designation entitles a Waterless Beauty Consultant to qualify for Ranks and Fast Start Bonuses in the Compensation Plan. Enrollers will also benefit from being able to identify the sponsor of a new Waterless Beauty Consultant within the enroller's organization. An enroller can also be a sponsor at the same time (see sponsor).

Registeree: A Registeree is a Waterless Beauty Consultant who has been registered by an enroller.

Sponsor: A Waterless Beauty Consultant who directs another Waterless Beauty Consultant in their organization placed under himself.

Waterless Beauty Consultant: Any individual who is an independent contractor and is authorized by the Company to sell Products, attract other Waterless Beauty Consultants to sell Products and receive bonuses in accordance with the requirements of the Compensation Plan. A Waterless Beauty Consultant's relationship with the Company is governed by the Agreement. A Consultantship may include more than one person as co-owners. In such cases, "Waterless Beauty Consultant" means all persons collectively, although each person collectively owns all Waterless Beauty Consultant rights, and each person collectively and separately must perform all Waterless Beauty Consultant duties.

Company: Company, or "OTP", means Olive Tree People Inc. or any legal assignee, successor, subsidiary or affiliate regardless of location or any partnership or corporation such as a stock corporation, partnership, or other duly registered entity (Inc., Ltd., LLC, LP, etc.).

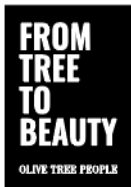
Company Credit: Company Credit is a Waterless Beauty Consultant's account balance of their accounts receivable from the Company. Company credit can be used to purchase products. However, it can also be redeemed for cash (cf. product credit).

Sales Organization: The group of Waterless Beauty Consultants and customers sponsored in a Waterless Beauty Consultants direct and subsequent downline sponsorship channel.

Preferred Customer: A Preferred Customer is anyone who purchases products at discounted prices. A Preferred Customer does not earn any bonuses under the OTP Compensation Plan. However, a Preferred Customer may purchase volume discounts on product purchases through the OTP Customer Loyalty Program.

Preferred Customer Agreement: The application, whether in printed or electronic form, for the conclusion of a Preferred Customer Contract.

Sales Aid: Any material, whether in print or digital format, used in offering or selling Company products, recruiting Waterless Beauty Consultants or clients, training Waterless Beauty Consultants, and relating to the Company, its products, its Compensation Plan or OTP's intellectual property.



SECTION 3: CODE OF CONDUCT

OTP expects and requires its Independent Waterless Beauty Consultants to behave in accordance with the highest standards of ethical conduct. The OTP Waterless Beauty Consultant is expected to demonstrate the following ethical behavior in introducing people to the products and representing the Company and its products. Violations of the standards of conduct in this Company Policy, including the Code of Conduct, may subject a Waterless Beauty Consultant to different levels of disciplinary action from the Company, depending on the seriousness of the violation. The following standards help to ensure a consistent standard of excellence throughout the OTP organization. All Waterless Beauty Consultants should therefore:

- Treat everyone with respect when conducting OTP-related business
- Conduct themselves and conduct their business in a manner that maintains ethical, moral, legal, and financial integrity. Waterless Beauty Consultants shall not engage in any activity or conduct that would cause disrespect or embarrassment to OTP, its directors, employees, themselves, or any other Waterless Beauty Consultant.
- Do not make negative or derogatory statements about other companies, their employees, or products.
- Do not make negative or derogatory comments about other OTP Waterless Beauty Consultants.
- Be truthful in representations of OTP products. No claims may be made that OTP products will cure, treat, or prevent any disease, nor any diagnostic, therapeutic, curative or exaggerated claims.
- Support and encourage customers to ensure they have a meaningful, useful, and rewarding OTP experience. Waterless Beauty Consultants should ensure, in their own interest, that they provide appropriate support and training to all Waterless Beauty Consultants they sponsor and who are in their organization.
- The OTP Compensation Plan must be properly and fully explained, rehearsed, and presented. When describing the income that can be earned through this compensation plan, please be honest. Waterless Beauty Consultants should never use their own income as an indicator of another person's potential success or misuse commission payments as marketing material.
- The consumer will not be prompted to purchase products by dubious and/or misleading promises, nor by promises of special advantages if these advantages are linked to future, uncertain successes. You will refrain from anything that could induce the consumer to accept the offer made solely to do the offer or a personal favor, to end an unwanted conversation or to obtain an advantage that is not the subject of the offer or for himself to show appreciation for granting such an advantage.
- They are considerate of people with no commercial experience and under no circumstances use their age, illness, or limited insight to induce them to conclude a contract.
- In the case of contacts with so-called socially disadvantaged or foreign-language population groups, you will take due consideration of their financial capacity and their insight and linguistic understanding and, in particular, refrain from anything that could cause the members of such groups to place orders that are not appropriate to their circumstances.
- Please always comply with all OTP requirements as currently set out in this Company Policy and other documents of this Agreement, as well as any future additions/amendments to them.



SECTION 4: REGISTRATION AS A WATERLESS BEAUTY CONSULTANT

The independent Waterless Beauty Consultant relationship is the absolute most valuable relationship at OTP. The Company is delighted to partner with Waterless Beauty Consultant to showcase and offer our life-enhancing products and business opportunity.

- A. Enrollment as an Independent Waterless Beauty Consultant. To become an Independent Waterless Beauty Consultant for OTP, each applicant must:
1. pay a non-refundable back office setup fee of \$50.00 (excluding tax) to set up and activate the back office and personalized landing page,
 2. enter into the Agreement, and
 3. Be of legal age of 18 years old and of full legal capacity.
- B. Incorrect Applications. Any incomplete, erroneous, false, or fraudulent application as an Independent Waterless Beauty Consultant will be treated as invalid in advance and no effective contract will be formed.
- C. Binding Effect of a Member of a Consultantship. If one or more persons become part of a Consultantship as co-owners, one person's action, consent or acceptance shall be binding on the entire Consultantship.
- D. Discretionary Acceptance of Agreement. OTP reserves the right, in its sole discretion, to reject any Waterless Beauty Consultant application without any reason.
- E. Duty to Maintain Accurate Information. To ensure that the Company has the most up-to-date information, Waterless Beauty Consultants must promptly notify the Company of any changes to their information. Proposed changes to personal information should be submitted in a Waterless Beauty Consultant supplemental agreement or business application with the notation "Amendment" or "Change of Information" in the top center portion of the form. This amended/amended Agreement must be signed by all Consultantship Holders prior to submission to the Company.
- F. Business Application Supplement. A corporation or partnership may become an OTP Waterless Beauty Consultant if it provides truthful and correct copies of their incorporation documents, along with any other related documents/information (e.g., extracted from the commercial register of registration or tax ID number) if OTP so requests.

The person acting as the authorized representative for the corporation or partnership then signs the independent Waterless Beauty Consultant Agreement. A corporation or partnership cannot be registered online. Hospitals can only become OTP Waterless Beauty Consultants if they provide written approval from their legal or compliance department.

- G. Agreement Term and Agreement Renewal. The Agreement will run for one (1) year from the date of its submission to OTP. Subject to ordinary termination, which is possible for both parties and must be received in writing or by e-mail no later than one month before the end of the contract period, the Agreement is always automatically extended by a further year if the Waterless Beauty Consultant pays the annual service fee of \$50.00 plus tax. The Waterless Beauty Consultant agrees to this and authorizes OTP to offset the annual service fee against the credit on his credit account or, in the event that the credit account does not have sufficient funds, to debit the credit card on file. The Company is also free to collect this annual renewal fee with the next product order. By paying the extension fee for the Agreement period of one year, the Waterless Beauty Consultant acquires the right to use the back office and landing page made available to him, which also covers the costs of maintenance, care and possible updates or upgrades of the back office and landing page are. The right of use is a simple, non-transferable right of use related to the specific back office and landing page; the Waterless Beauty Consultant has no right to change, edit or otherwise redesign the back office and the landing page, nor does it have the right to grant sublicenses. With payment of the annual service fee for the Agreement period of one year, the Waterless Beauty Consultant also acquires the right for OTP to provide him with the available support documents and information on products and services, Company programs, free of charge. The annual service fee also covers the cost of all the Company's direct mailings.



- H. Only one Waterless Beauty Consultant account is permitted per household. A Consultant application will be accepted for one natural person, partnership (e.g., LLC, LP, etc.), or corporation (e.g., Inc., Ltd., etc.). An individual may not hold multiple Consultant accounts, nor may they be registered as a shareholder in multiple partnerships or corporations for the purpose of Consultantship. Additionally, spouses and registered civil partners must share the same Consultant account and may not maintain separate accounts. This policy applies regardless of whether the Consultantship is registered under an individual or a business entity.
- I. Independent business relationship between a Waterless Beauty Consultant and the Company. A Waterless Beauty Consultant is an independent contractor and is not an employee, partner, legal representative, sales representative, broker, or franchisee of OTP. A Waterless Beauty Consultant is not authorized to, and shall not, incur any debt, expense or obligation or open a bank account on behalf of, for or on behalf of OTP. Waterless Beauty Consultants are entitled to determine their own business hours and the manner in which they conduct their OTP business, both of which must be consistent with this Agreement. As an independent entrepreneur, the Waterless Beauty Consultant is independently responsible for compliance with the relevant legal provisions, including tax and social law requirements (e.g. obtaining a sales tax identification number, obtaining a trade license or registering its employees with Social Security, as well as for obtaining a trade license, if necessary). Waterless Beauty Consultants are personally liable for all taxes and payments required by law, including income tax, social security contributions, and the proper collection and payment of sales tax on sales and bonuses, and are responsible for ensuring the correct assessment and payment of all such taxes and properly maintaining and storing the documents required for contributions.
- Waterless Beauty Consultants will not be treated as employees of OTP for tax or employment purposes and understand and agree that the Company is not responsible for paying taxes, withholding any form of Bonuses - and will not withhold or directly deduct them - unless such withholding would be required by law. All sales tax collection and remittance agreements between the Company and any applicable taxing jurisdictions and all related regulations and procedures are binding on the Waterless Beauty Consultant. There are no sales targets, purchase, or other activity obligations. With the exception of the contractual obligations, the Waterless Beauty Consultant is not subject to any instructions from OTP and bears the entire entrepreneurial risk of his business activities, including the obligation to bear all his business costs including, but not limited to, travel, meals, accommodation, secretarial costs, office, long-distance telephone calls as well as other expenses. The Waterless Beauty Consultant has to set up and run his business, if necessary, in the sense of a prudent businessman, which, if necessary, also includes the operation of his own offices or a workplace managed in the sense of a prudent businessman.
- J. Company Awards. The Company may choose to recognize and honor Waterless Beauty Consultants at special events and in various publications, including conventions and in magazines. Such awards are based on criteria and standards adopted and modified by the Company from time to time. Normally, the Company honors Waterless Beauty Consultants for the highest rank they have achieved in the last three months out of the last cumulative 12 months - other than achieving a rank for the first time.
- K. The Waterless Beauty Consultant can revoke its Agreement declaration within two weeks after submitting the Agreement without giving reasons in text form (by letter or email) and in return for a refund of the full purchase price can return all goods and the starter set purchased up to that point.

SECTION 5: PRODUCT PURCHASES

- A. There is no obligation to purchase any products. No one is required to purchase any product to become or remain an OTP Waterless Beauty Consultant or Client, nor is there a minimum purchase requirement.
- B. Eligibility to Resell OTP Products. Only Waterless Beauty Consultants may purchase OTP products for resale.
- C. It is prohibited to purchase products solely to qualify for Bonuses. The OTP business opportunity is based on resale to end customers. The Company encourages Waterless Beauty Consultants to only purchase stock that they use as a sales tool or that they sell to others for ultimate consumption. Purchasing products solely to qualify for bonuses is prohibited. Waterless Beauty Consultants are not permitted to purchase supplies to an extent where it is deemed that the quantity purchased cannot be sold, tasted, or used for other promotional purposes within a reasonable time. Under no circum-



stances may the Waterless Beauty Consultant, himself, or his family members cause other Waterless Beauty Consultants to purchase products in larger quantities for their own consumption that unreasonably exceed personal use within a household. With each new order of goods, the Waterless Beauty Consultant assures that at least 70% of this delivery of goods from the previous order was used for business purposes in the context of sales, product presentations, tastings, or other advertising purposes and a maximum of 30% of stock goods from the last order is available in his warehouse. The Company reserves the right, in its sole discretion, to limit the amount of purchases a Waterless Beauty Consultant is permitted to make if the Company believes such purchases are made solely to qualify for the Bonus Program but not for resale. In addition, the Company reserves the right to reclaim Bonuses already paid if the Company discovers that such Bonuses were acquired with sales which, in the Company's opinion, constitute a breach of this Agreement.

- D. Use of Credit Cards. All Waterless Beauty Consultants are strongly advised not to use their own credit cards to purchase products for another Waterless Beauty Consultant or for a client. Waterless Beauty Consultants are not permitted to use their own credit cards to purchase products for another Waterless Beauty Consultant or for a customer who has been registered with the Company for less than thirty (30) days. The Waterless Beauty Consultant is not permitted to place an order for Products using another person's credit card unless the holder of that credit card agrees in writing. On the rare occasion that a product must be purchased for another Waterless Beauty Consultant or client, the Company must have written approval from the Waterless Beauty Consultant or client for whom the product order is placed. Failure to provide such approval at the Company's request may result in cancellation of the order, forfeiture of bonuses from that sale and further disciplinary action as set forth in Section 18.
- E. Repackaging prohibited. Waterless Beauty Consultants are not allowed to put their own labels on or repackage OTP products. All products must be sold in their original packaging only. For example, Waterless Beauty Consultants may not sell individual parts of a kit separately from the original kit packaging unless the Company has established a separate whole-sale price for each individual part.

Similarly, Waterless Beauty Consultants may not promote the use of OTP products as ingredients for non-OTP products, for example as part of a separate product or as ingredients in food recipes, without the Company's written consent. How a Waterless Beauty Consultant is to use the name OTP is explained in Section 12.

- Fees for Declined Payments. Waterless Beauty Consultants are responsible for reimbursement of the cost of resend payments to or receiving payments from a Waterless Beauty Consultant to the Company if such payments are returned to the Company due to insufficient funds.
- Orders on demand. The Company has the option to ship an order placed to the Waterless Beauty Consultant if such order is not collected on demand within twenty (20) days of its placement. The cost of such shipping to the Waterless Beauty Consultant will be assessed by the Company on the basis that the order had originally been placed as an order to be shipped. The pick-up period varies depending on the local market. To do this, please contact the retrieval center in the local market from which the product was ordered.

SECTION 6: PRODUCT RETURNS POLICY

- A. Product return within three hundred sixty five (365) days for retail customers.
1. OTP will refund one hundred percent (100%) of the purchase price (excluding a \$7.00 flat fee for return shipping) of any product returned by a Waterless Beauty Consultant within sixty (60) days of shipment from the Company. Retail customers can return within three sixty-five (365) day period and also receive the full refund (excluding a \$7.00 flat fee for return shipping) set forth here.
 2. All free gifts included in the order need to be included in the return by a Waterless Beauty Consultant and Retail customer.
- B. Returning Damaged or Incorrectly Shipped Products. OTP will exchange or refund products if Waterless Beauty Consultant receives them damaged, otherwise defective, or if they were not shipped correctly. The Waterless Beauty Consultant must examine the delivered products immediately upon receipt and must return the rejected products within fifteen (15)



days of receipt. All such returned products will, if desired, be replaced with non-defective products.

However, if such an exchange is not reasonable, the Company reserves the right to issue a refund for the amount of the returned product. In addition, the statutory warranty rules and periods apply.

- C. Retention of Order Number. In order for the Company to properly allocate any applicable bonuses on returned products, the original order number must be retained from the invoice. This number must then be presented to the Company when requesting the refund.
- D. Kit Returns. Products purchased as part of a kit or pack must also be returned as the entire kit or pack.
- E. Starter Kit Returns & Termination of Consultanship

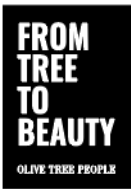
In the event a consultant elects to return their starter kit for a refund, their consultanship with Olive Tree People will be deemed terminated immediately upon the company's receipt of the returned kit. Consultants must provide written notice to Olive Tree People of their intent to return the starter kit and terminate their consultanship.

Terms and Conditions:

1. The \$50 enrollment fee is strictly non-refundable.
2. Consultants who wish to maintain their active status while returning the starter kit may request an exchange in lieu of a refund.

For exchanges, upon receipt and approval of the returned starter kit, Olive Tree People will issue a non-transferable, one-time-use voucher to the consultant. The voucher will be credited to the consultant's account and may be redeemed for future purchases in accordance with company policies.

- F. Alternative Refunds. The form of refund will be based on the payment method of the local market and will be made in the original form of payment for the product, to the extent possible and permissible. Refunds will only be paid to the original payer.
- G. Returns Procedure. In order to be eligible for a refund for returned products or sales aids, a Waterless Beauty Consultant must comply with the following return procedure:
 1. The Company must have a returns number prior to returning the shipment. This number can be obtained either by telephone or in writing and the Waterless Beauty Consultant number must accompany the actual return shipment.
 2. The Company will inform the Waterless Beauty Consultant of the return procedure to be followed and the location for the return of the products or sales aids. All shipping costs for the return are at the expense of the Waterless Beauty Consultant, subject to conflicting mandatory legal rules.
 3. The above rules for return procedures apply subject to any conflicting mandatory statutory rules. OTP's return/refund procedures do not affect the statutory rights of a Waterless Beauty Consultant
- H. Company's right to reclaim unearned bonuses. Bonuses are paid to Waterless Beauty Consultants based on retail purchases of Company products. If products are returned, the Company is entitled to reclaim the Bonuses that were paid based on the purchase of the returned products. The Company may, at its option, reclaim Bonuses by requiring the Waterless Beauty Consultant to pay the applicable amount directly to the Company or by offsetting (i.e. deducting) the amount against future Bonus payments. The Waterless Beauty Consultant expressly agrees to the offsetting of the Bonuses to be reclaimed against his existing Bonus claims.
- I. Return of Personalized Selling Aids. Personalized Selling Aids are non-returnable and non-refundable, except for Personalized Selling Aids with typographical errors or other defects. These defective sales aids must be returned within



thirty (30) days and in accordance with the foregoing Product Returns Policy.

- J. Training. If the Company offers training for the Waterless Beauty Consultant at the expense of the Waterless Beauty Consultant and if the Waterless Beauty Consultant is not satisfied with the training, the Waterless Beauty Consultant shall be entitled to notify the Company within fourteen (14) days of the training to ask for reimbursement of these costs (minus any food and accommodation costs).
- K. Statutory Consumer Rights. If a consumer returns products to a Waterless Beauty Consultant within fourteen (14) days as a result of their statutory right of withdrawal, the Waterless Beauty Consultant will be entitled to return those products to OTP for a one hundred percent (100%) refund.

SECTION 7: OBLIGATIONS AND RESTRICTION ON RETAIL SALES

Right of Withdrawal. Under consumer protection law, any Waterless Beauty Consultant who has sold a product to an end customer must offer the statutory 14-day right of withdrawal, issue a proper sales invoice and provide the necessary consumer information in their terms of sale. However, the Company advises Waterless Beauty Consultant to accept a request for a refund or exchange of a product even after the statutory right of cancellation or withdrawal has expired. The Company supports this recommendation by providing its generous Product Returns Policy, found in Section 6. The Waterless Beauty Consultant is required to keep copies of these sales invoices for ten (10) years as part of its statutory retention requirements. The corresponding tax charged - if applicable - must also be properly shown on the invoice form.

SECTION 8: ENROLLMENT OR SPONSORSHIP OF AN INDEPENDENT WATERLESS BEAUTY CONSULTANT OR A PREFERRED CUSTOMER

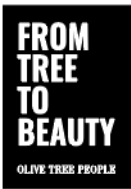
- A. Obligation to Fulfill Contractual Responsibilities. Before a Waterless Beauty Consultant may act as an enroller or sponsor, they must meet all the requirements and responsibilities outlined in this Agreement.
- B. Classification. A Waterless Beauty Consultant has the option, but not the obligation, to recruit other Waterless Beauty Consultants to distribute OTP products. An applicant who becomes a Waterless Beauty Consultant will be placed within the enroller's organization identified on the Independent Waterless Beauty Consultant Agreement Form. Upon attaining the required qualification, the referring Waterless Beauty Consultant will receive corresponding bonuses on the product sales of the referred Waterless Beauty Consultant. However, no commission is expressly paid for the advertising of a new Waterless Beauty Consultant itself.
- C. Organization Training and Support. In order to be a successful Enroller or Sponsor, each Waterless Beauty Consultant is encouraged, but not required, to provide the Waterless Beauty Consultants in their sales organization with the best possible training and support. The success of a Waterless Beauty Consultant comes only from the regular sale of Company products to end customers and from the product sales of other Waterless Beauty Consultants within their organization.
- D. Developed Local Markets. A Waterless Beauty Consultant is only entitled to register or sponsor other Waterless Beauty Consultants in developed local markets.
- E. How to become a successful Enroller or Sponsor. In order to become a successful Enroller or Sponsor, each Waterless Beauty Consultant should fulfill the following responsibilities:
 - 1. Conducting regular sales and organization training, leadership, and motivation for the organization of the Waterless Beauty Consultant. Each enroller or sponsor should be in contact with everyone in their organization and always available to answer questions. If there is a senior leader in a Waterless Beauty Consultant's sales organization, communication with individuals in that sales organization shall be through the senior leader;



2. Ensure that all Waterless Beauty Consultants in his organization correctly understand and properly comply with Company Policies, the Terms and Conditions and other provisions of the Agreement and all applicable national and local laws and regulations;
 3. Intervening in any dispute between a Client and any person within the Waterless Beauty Consultant organization and attempting to resolve such disagreements promptly and amicably;
 4. Providing training to ensure that the Product Sales and Business Opportunity meetings hosted by the Waterless Beauty Consultant organization are conducted in accordance with this Agreement and all applicable laws and regulations.
 5. To attempt to resolve any disputes between the Waterless Beauty Consultant, other Waterless Beauty Consultants, and the Waterless Beauty Consultant's organization promptly, and
 6. Inform and educate all Waterless Beauty Consultants that the Waterless Beauty Consultant registers downline Consultants in accordance with Company policies.
- F. Due Diligence of Enroller and Sponsor. Enrollers and Sponsors have a responsibility and special duty of care to ensure that all their activities and actions or inactions do not cause or result in any loss, harm, or embarrassment to anyone within their organization or Company, and therefore must act promptly to remedy any such loss, damage, or degradation. At the time of enrollment, enrollers should ensure that all persons who are enrolling them know exactly who their corresponding enroller will be. Waterless Beauty Consultants should not delegate the registration of a new Waterless Beauty Consultant to their upline or anyone else.
- G. Loss of Sales Organization. If a Waterless Beauty Consultant violates these Company guidelines or other contractual or other applicable law or behaves immorally towards third parties (e.g. in the case of sexual advances or assaults, unethical interference in family relationships), the Company reserves the right to extraordinary termination, whereby the extraordinary termination, except in the case of particularly serious violations, usually only takes place after the Waterless Beauty Consultant, following a warning from the Company, has not taken the necessary actions (e.g. refraining from acting and submitting a declaration of discontinuance which is subject to criminal prosecution) or he again commits the same or a comparable violation. It is expressly pointed out that the Waterless Beauty Consultant will irrevocably lose its entire sales organization in the event of extraordinary termination.
- H. Registering a Preferred Customer. A Waterless Beauty Consultant may also introduce customers to the Company who will sign up as Preferred Customers. A Preferred Customer does not participate in any compensation or bonuses, but a Waterless Beauty Consultant may be compensated under the Compensation Plan for products purchased by the Preferred Customer whom they have introduced to the Company. Waterless Beauty Consultants should know that each Preferred Customer who enrolls as an OTP Preferred Customer:
1. Pays a back office setup fee of \$50.00 (plus tax);
 2. Provides the Company with a duly completed Preferred Customer Application Form, with hospitals providing written approval from their Legal or Compliance Department.
 3. Must be of legal age and have full legal capacity at his place of residence.
- I. Preferred customers who want to become a Waterless Beauty Consultant. A Preferred Customer may become a Waterless Beauty Consultant upon presentation of a signed Waterless Beauty Consultant Independent Agreement.

SECTION 9: PLACEMENT POLICY, LINE SWITCHING, CROSSING AND MOVING PROHIBITED, INVOLVEMENT IN OTHER COMPANIES

- A. Initial Placement. At the time a new Waterless Beauty Consultant is enrolled, the enroller may place the new Waterless



Beauty Consultant anywhere in its sales organization.

B. Change of Placement after Registration

1. On or before the 3rd business day of the calendar month following the enrollment of a new Waterless Beauty Consultant with the Company, the enroller may, with the consent of the Company, elect the new Waterless Beauty Consultant once.
2. After the expiration of the above period, a Waterless Beauty Consultant will be definitively placed and the Company will, in principle, not approve requests for a Waterless Beauty Consultant to be re-placed within a Sales Organization. If a waterless beauty consultant would like to request a new upline Mentor they would need to resign from the company and have a waiting period of 6 months before joining with a different Sponsor. Any attempt to circumvent this policy can lead to termination of account.
 - a. Other placement changes are exceptional and require the express written approval of the Company's Special Committee.
 - b. In particular, before approving any change in placement, the Company will consider, among other factors:
 - i. Whether the Waterless Beauty Consultant to be transferred has been inactive for at least six months (twelve months if achieving Silver Olive Rank or higher),
 - ii. Whether the Waterless Beauty Consultant to be transferred has obtained the written consent of Enrollers who are three levels above and Sponsors who are seven levels above Waterless Beauty Consultant,
 - iii. Whether the change will result in a rank up
 - iv. Whether there will be a change in the previous bonus payments,
 - v. Whether a Waterless Beauty Consultant has breached the Agreement,
 - vi. The impact of the change on the organization, and
 - vii. Any other relevant circumstances.

C. Registration of a Former Preferred Customer as a Waterless Beauty Consultant. A Waterless Beauty Consultant can register Preferred Customers as Waterless Beauty Consultants. When a Preferred Customer becomes a Waterless Beauty Consultant, they are no longer a Preferred Customer. An Enroller may place a new Waterless Beauty Consultant who was a Preferred Customer in any position in their organization if the new Waterless Beauty Consultant enrolls at least one Preferred Customer or Waterless Beauty Consultant with 100 PV in sales after joining as a Waterless Beauty Consultant has and has no existing organization. The placement of the new Waterless Beauty Consultant must be completed on or before the 10th day of the calendar month following the date the requirements set forth in this paragraph were met.

D. Reassignment of Membership. The Company permits an enroller to change the membership of a Waterless Beauty Consultant (Registeree) once, subject to the Company's consent. Additional membership changes due to extraordinary circumstances may be requested and require the approval of the Company's Special Committee.

E. Confidential Information: Waterless Beauty Consultant acknowledges that Company will provide Waterless Beauty Consultant with proprietary and non-public information and reports relating to Waterless Beauty Consultant's sales activity, other Waterless Beauty Consultants and Customers, and Company's business, products, and services ("Confidential Information"). Confidential Information shall include, but not be limited to, reports and compilations generated by Company that are made available to Waterless Beauty Consultant, contact and earnings information of other Waterless Beauty Consultants, sales information, forecasts, projections, marketing and compliance materials, or other materials furnished or prepared by Company for Waterless Beauty Consultant's use. Waterless Beauty Consultant acknowledges that Company is the sole owner of any and all Confidential Information provided to Waterless Beauty Consultant pursuant



to this Agreement.

Waterless Beauty Consultant shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by Company to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information, except for purposes of performing services under this Agreement. Waterless Beauty Consultant shall not directly or indirectly utilize Confidential Information in connection with any other business or commercial venture or the marketing or promotion of another company's products or services. Similarly, Consultant shall not directly or indirectly utilize Confidential Information to solicit other Waterless Beauty Consultant or Company customers to join another direct sales company or purchase products or services from another company.

Waterless Beauty Consultant's access to their Downline Activity (Geneology) Reports is password-protected through access to their personal back office site. All Downline Activity Reports, and the information contained therein, are Confidential Information belonging to Company. Downline Activity Reports are provided to Waterless Beauty Consultants in strictest confidence and are made available to Waterless Beauty Consultants for the sole purpose of assisting Waterless Beauty Consultant in working with their respective Downline Organizations in the development of their Company business. Waterless Beauty Consultant and Company agree that, but for this agreement of confidentiality and nondisclosure, Company would not provide Downline Activity Reports to Waterless Beauty Consultant. Upon demand by the Company, any current or former Waterless Beauty Consultant will return the original and all copies of Downline Activity Reports to the Company.

A Waterless Beauty Consultant shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- Use the information to compete with Company, or for any purpose, other than promoting his or her Company business; or
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report.

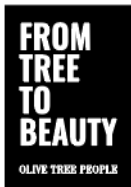
The parties each acknowledge that the restrictions in this Section are reasonable efforts of the Company to protect and maintain its Confidential Information. The provisions of this Section shall survive the cancellation or termination of the Agreement.

F. Involvement in Other Direct Sales Companies

Waterless Beauty Consultants may participate in other direct sales, multilevel, or network marketing businesses ("Direct Sales Company") provided they remain compliant with the Agreement. Waterless Beauty Consultants agree, however, that they will receive significant benefits from Company, including the opportunity to participate in specialized training on Company products, access to Confidential Information, and other benefits of the Company network.

In consideration for the benefit of access to Company's Confidential Information and to protect Company's investment in the development of its Waterless Beauty Consultants, each Waterless Beauty Consultant, to the fullest extent allowed by applicable law, agrees that the rules and restrictions herein that apply to participation in other Direct Sales Companies are narrowly tailored, fair and reasonable, necessary to protect the business of Company and its affiliates, and do not preclude Waterless Beauty Consultant from earning a living.

The term "Customer" refers to all Company end customers, retail customers, and Preferred Customers. The term "Prohibited Waterless Beauty Consultants or Customers" refers to Waterless Beauty Consultants in a Waterless Beauty Consultant's upline and downline, Customers of a Waterless Beauty Consultant, and any Waterless Beauty Consultants or



Customers with whom a Waterless Beauty Consultant interacted or about whom a Waterless Beauty Consultant gained Confidential Information, in all cases during the twelve (12) preceding months.

The term "Recruit" means to actually, or to attempt to, sponsor, solicit, enroll, encourage, or influence in any other way, either directly, indirectly, or through a third party. The conduct described in the preceding sentence constitutes Recruiting even if: (1) a Waterless Beauty Consultant's actions are in response to an inquiry made by a Prohibited Waterless Beauty Consultant or Customer; or (2) a Waterless Beauty Consultant's conduct occurs on a public forum (for example, and without limitation, a social media post) that Waterless Beauty Consultant knows is likely to be seen or heard by Prohibited Waterless Beauty Consultants or Customers.

During the term of the Agreement, and for a period of twelve (12) months after the expiration or termination of the Agreement for any reason, Waterless Beauty Consultant may not directly or indirectly Recruit any Company employees or Prohibited Waterless Beauty Consultants or Customers to: (1) participate in any way in any Direct Sales Company that sells any product that competes with any Company product (a "Competing Direct Sales Company"); or (2) cease or diminish their relationship with Company, except that these restrictions do not apply to Prohibited Waterless Beauty Consultants or Customers that the Waterless Beauty Consultant personally sponsored or enrolled in Company.

Waterless Beauty Consultants must notify Company at compliance@oliveda.com within five (5) business days of enrolling in any Competing Direct Sales Company.

Due to the particularly sensitive Confidential Information granted to such Waterless Beauty Consultants, and notwithstanding anything herein to the contrary, Waterless Beauty Consultants reaching the title of Black Olive Star or above agree to adhere to the following:

- During the term of the Agreement, a Waterless Beauty Consultant reaching the title of Black Olive Star or above may not participate in or promote any other Direct Sales Company, whether as a partner, consultant, distributor, affiliate or otherwise. A Waterless Beauty Consultant who became a Black Olive Star while simultaneously participating in another Direct Sales Company shall cease his or her participation in the other Direct Sales Company within thirty (30) days of becoming a Black Olive Star.
- During the term of the Agreement, a Waterless Beauty Consultant reaching the title of Black Olive Star or above is prohibited from appearing in, being referenced in, or allowing their name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials or activities for any other Direct Sales Company unless approved in writing by Company. This includes, but is not limited to, sending emails, maintaining a website or social media site, attending meetings, or participating in conference calls or other recruiting, field, or company-related events or activities.
- During the term of the Agreement, and for a period of twelve (12) months after the termination of the Agreement for any reason, a Waterless Beauty Consultant reaching the title of Black Olive Star or above may not Recruit any Company employees or Prohibited Waterless Beauty Consultants or Customers to: (1) participate in any way in any other Direct Sales Company; or (2) cease or diminish their relationship with Company, except that these restrictions do not apply to Prohibited Waterless Beauty Consultants or Customers that the Waterless Beauty Consultant personally sponsored or enrolled in Company.

Waterless Beauty Consultants reaching the title of Black Olive Star or above agree and acknowledge that these additional restrictions are reasonable and necessary to protect Confidential Information because of the additional and particularly sensitive Confidential Information to which such Waterless Beauty Consultants have access.

If a Waterless Beauty Consultant is engaged in other non-Company businesses or ventures in compliance with the Agreement, it is the responsibility of such Waterless Beauty Consultant to ensure that his or her Company business is operated entirely separate and apart from any other business or venture in which he or she participates, whether online or offline. To that end, Waterless Beauty Consultant must adhere to the following:

- Waterless Beauty Consultants shall not display Company promotional materials, sales aids, or products, along with any non-Company promotional materials, sales aids, products, or services.



- Waterless Beauty Consultants must not use Company trade names, trademarks, service marks, Company goodwill, or anything relating to Company to promote the products or services of another company.
- Waterless Beauty Consultants shall not in any way state or imply that Company has any connection with, or otherwise supports or approves of, the non-Company business opportunity without first notifying, and receiving prior written authorization from, an authorized officer of Company.

If a former Waterless Beauty Consultant is found to have violated any of the provisions of this section on "Involvement in Other Direct Sales Companies," such former Waterless Beauty Consultant agrees that the applicable restrictive period shall be extended by a period of time equal to the period of such Waterless Beauty Consultant's noncompliance. It is the intent of this paragraph that the running of any period herein shall be tolled during any period of violation so that Company may obtain the full and reasonable protection for which it contracted.

Waterless Beauty Consultant and Company agree that these "Involvement in Other Direct Sales Company" provisions shall apply to all markets in which a Waterless Beauty Consultant is authorized to operate under the Agreement and any markets in which any Waterless Beauty Consultant in a Waterless Beauty Consultant's downline is authorized to operate under such downline Waterless Beauty Consultant's Agreement with Company. Waterless Beauty Consultant and Company recognize that because Direct Sales Companies are conducted through networks of independent contractors dispersed across the entirety of North America and internationally, and business is commonly conducted via the internet and telephone, the geographic scope and limitations of the provisions provided herein are narrowly tailored and reasonable under the circumstances.

G. Cross-line reallocation is prohibited.

1. Cross-line Relocation. The direct, indirect or attempted solicitation, solicitation, encouragement or effort (including but not limited to the use of any website for this purpose), the registration of an individual or entity that already has a current Consultantship with OTP in another line of sponsorship, influencing another line of sponsorship in any way is prohibited. Cross-line placement in this sense also means the registration of a natural or legal person who has been registered as a Consultant of OTP during the last six months, or the case of a Waterless Beauty Consultant with a Silver Olive Star rank or higher, who has been registered as a Consultant of during the last twelve months OTP was registered.

SECTION 10: THE COMPENSATION PLAN

The OLIVE TREE PEOPLE Compensation Plan and the guidelines contained therein are also expressly part of the Agreement.

There are two basic ways in which an Waterless Beauty Consultant earns their bonuses: (1) by receiving a profit margin and (2) by bonuses (also called commission) based on an Waterless Beauty Consultant's product sales and the sales of other Olives Consultants in his organization are paid.

Profit Margin. Waterless Beauty Consultants buy OLIVE TREE PEOPLE products from the Company at purchase price (PP) for resale to end customers and for use as sales aids such as a tasting. The Company proposes a selling price. However, each Waterless Beauty Consultant is free to set their own retail price, but the Company recommends a recommended resale price as a guide.

Bonuses. Waterless Beauty Consultants may also earn bonuses based on total sales of products in all markets in which the Company does business. Not all Company products or promotions bring bonuses. All products and promotions that bring a bonus are assigned a personal volume value (PV value).

A. DEFINITIONS

Qualified "Leg": A qualified "Leg" is an enrollee who earns a special rank within a frontline organization of its enroller. For



pur- poses of qualifying a Registrant's ranks, each qualifying portion must be in a separate frontline organization of the Registrant.

Frontline Organization: A frontline organization is the organization of an Waterless Beauty Consultant personally sponsored by a Waterless Beauty Consultant and their end customers.

Main Bonus: The sum of all bonuses paid to an Waterless Beauty Consultant, excluding the Fast Start Bonus. The main bonus consists of Uni-Level and Team Growth Bonus. The main bonus is paid monthly.

Organizational Volume (OV): The sales volume, measured in personal volume, of an Waterless Beauty Consultant and all other Waterless Beauty Consultants wholesale and retail customers in the Waterless Beauty Consultant's organization.

Personal Volume (PV): A point value is assigned to each commissionable product sold by OLIVE TREE PEOPLE. An Waterless Beauty Consultant's Personal Volume is the cumulative point total of products that an Waterless Beauty Consultant has purchased or sold to their personally enrolled retail customers in a calendar month. Not all products qualify for the PV value. PV does not include products purchased with Product Credit. A product's PV value is stated on the product order form.

Commissionable Order: An order for which PV points are awarded and which is placed and timely paid for by a Wellness Consultant, Preferred Customer, or Retail Customer.

Qualified LRP orders: A qualifying Loyalty Rewards Program (LRP) order is a single LRP order of 100 PV during the qualifying month for a sponsored Waterless Beauty Consultant. All qualifying LRP orders must be paid for by credit card in the name of the Olive turned will result in a reclaim of any unearned but prepaid bonuses.

Team: Term used in the "Team Growth" bonus. A team consists of a placement sponsor and all the Waterless Beauty Consultants, benefit customers and end customers who are organizationally at the first level in the placement sponsor's organization.

Team Volume (TV): The combined personal Team Growth Volume of all members of a team. A term used in the "Team Growth Bonus".

Enterprise Value: Enterprise Value is the aggregate amount of Personal Volume purchased by all Waterless Beauty Consultants currently doing business with OLIVE TREE PEOPLE, including Waterless Beauty Consultants' own purchases, purchases from Advantage Customers, and purchases from End Customers.

B. BONUSES

Waterless Beauty Consultant compensation is designed to reward the continued efforts of everyone, from new Waterless Beauty Consultants to veteran professional Waterless Beauty Consultants. OLIVE TREE PEOPLE Bonuses include the Retail Profit, Fast Start, Team Growth and Uni-Level bonuses.

1. FAST-START-BONUS – REGISTER BASIS BONUS

Overview. A Fast Start Bonus will be paid to enrollers weekly for all consultant kit and lrp orders (CV) made to a Consultant

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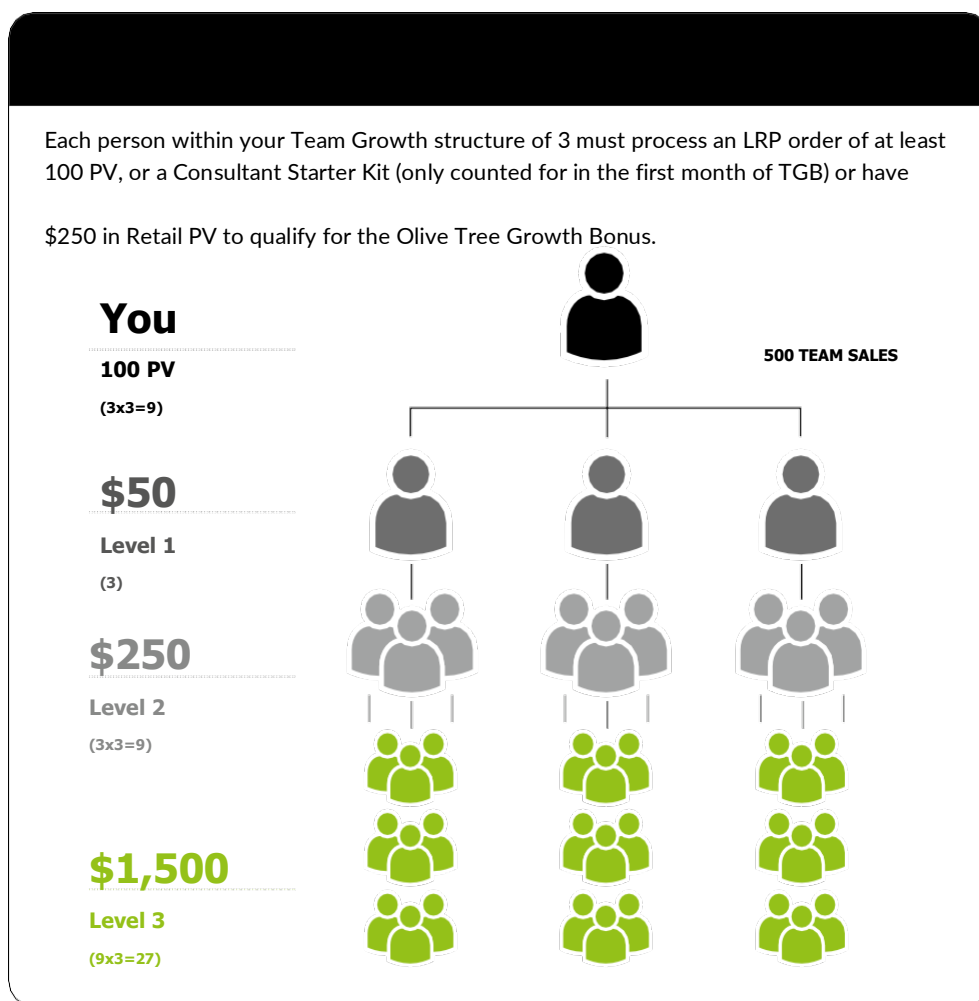


within their first sixty (60) days. The bonus will be paid to the first, second and third level enrollers of the new Waterless Beauty Consultant. The sponsor will first receive twenty (20) percent on the first level, ten (10) percent from the second level and seven point five (7.5) percent from the third level.

To be eligible for the Fast Start Bonus, each enroller must (1) have a Loyalty Rewards Program (LRP) order at a minimum of 100 PV for the month, or a Consultant Starter Kit (only counted for in the first month of FS bonus) or \$250 in Retail PV. Unearned bonuses do not transfer to other registrants. The previous week's bonus (Monday-Sunday) is calculated and set on the Wednesday of each week. Payouts are made weekly.

2. TEAM GROWTH BONUS – A SPONSOR BASED BONUS

Overview. The "Team Growth Bonus" is paid monthly to enrollers. The Team Growth Bonus rewards are \$50, \$250 or \$1,500. Any Sponsor with a Qualifying LRP Order, or a Consultant Starter Kit (only counted for in the first month of TGB) or \$250 in Retail PV is eligible to receive this bonus.





The "Team Growth Bonus"- of \$50. To qualify for the \$50 bonus, a Waterless Beauty Consultant must place a qualifying LRP order, or a Consultant Starter Kit (only counted for in the first month of TGB) or have \$250 in Retail PV. The Waterless Beauty Consultant must achieve a minimum Team Volume (TV) with each member qualifying with LRP orders, or a Consultant Starter Kit (only counted for in the first month of TGB) or \$250 in Retail PV. The group of 3 must have combined \$500 in sales.

The "Team Growth Bonus" of \$250. In order to qualify for the \$250 bonus, an Waterless Beauty Consultant must first qualify for the \$50 bonus. The three sponsored (unilevel) Waterless Beauty Consultants who helped them qualify for the \$50 bonus must also qualify for the \$50 bonus.

The "Team Growth Bonus" of \$1,500. To qualify for the \$1,500 bonus, an Waterless Beauty Consultant must first qualify for the \$250 bonus. The three personally sponsored (unilevel) Waterless Beauty Consultants who helped them qualify for the \$250 bonus must also qualify for the \$250 bonus.

Additional "Team Growth Bonus" structures. Waterless Beauty Consultants may have multiple Team Growth Bonus structures. When an Waterless Beauty Consultant completes a \$1,500 Team Growth Bonus structure, they may qualify to be paid in an additional structures based on rank titles. A structure is considered complete when \$1800 bonus is paid for the group. The personally sponsored Waterless Beauty Consultants and volume of sales counted in the first bonus structure cannot be used to qualify a sponsor for additional bonus structures.



3. UNI-LEVEL BONUS – BONUS OF ORGANIZATION

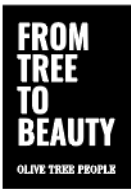
Overview. The Uni-Level Bonus is paid monthly to an Waterless Beauty Consultant. This bonus is based on the monthly sales volume of the Waterless Beauty Consultant's organization. A particular month's Uni-Level Bonus depends on the monthly rank for which the Waterless Beauty Consultant has qualified and the monthly sales volume of the Waterless Beauty Consultant's organization. The necessary rank and organization volume requirement must be met each month. By compression, all Waterless Beauty Consultants are paid essentially all seniority levels. Purchases on which a Fast Start Bonus is paid are included but won't be paid on Uni-Level Bonus.

Unilevel Organization Bonus (paid monthly on compressed organization volume)														
By rank paid	Olive	Green Olive	Violet Olive	Silver Olive	Gold Olive	Black Olive	Olive Star	Green Olive Star	Violet Olive Star	Silver Olive Star	Gold Olive Star	Black Olive Star	Executive Olive Star	President Olive Star
Monthly PV	50	100	100	100	100	100	100	100	100	100	100	100	100	100
Monthly OV	*	\$500	\$1,000	\$2,000	\$3,000	\$5,000	\$10,000	\$15,000	\$30,000	\$50,000	\$100,000	\$175,000	\$250,000	\$500,000
Demands on legs	*	*	*	*	*	*	2 Silver Olive	1 Black Olive + 2 Silver Olive	1 Black Olive + 2 Gold Olive	1 Olive Star + 2 Black Olive	1 Green Olive Star + 2 Black Olive	1 Violet Olive Star + 2 Olive Star	1 Gold Olive Star + 2 Green Star	1 Black Olive Star + 2 Violet Star
TGB-Limit per Title	1	1	1	1	1	2	2	2	3	3	4	4	5	6
Level 1	-	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Level 2		5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Level 3			5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Level 4				5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Level 5					5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Level 6						5%	5%	5%	5%	5%	5%	5%	5%	5%
Level 7							5%	5%	5%	5%	5%	5%	5%	5%
Level 8													2%	2%
Level 9														1%
Dynamic Compression		↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑	↑

Leg cap limit for rank achievement: No more than 70% of org volume can be contributed from one leg to be counted towards rank recognition. (Olive Star to Black Olive Star). No more than 60% and 50% of org volume can be contributed from one leg to be counted towards rank recognition. (Executive Olive Star and President Olive Star).

How to get ranks. Each rank has minimum Personal Volume (PV) and Organization Volume (OV) requirements each month. For example, you need 500 OV of which a min. of 100 needs to be PV for the rank of Green Olive. All ranks, except Olive Consultant, require a minimum order of 100 PV.

Ranks and Levels. Each rank corresponds to the number of organizational levels from which the Waterless Beauty Consultant can receive compensation, see Figure 3. For example, the rank "Silver Olive" receives compensation from four levels. Generally,



as a Waterless Beauty Consultant advances in rank, they receive credit from all lower levels of their organization until they achieve Olive Star rank. All ranks from Olive Star to Black Olive Star receive compensation from a minimum of seven (7) tiers.

The percentage of OV paid to an Waterless Beauty Consultant varies from tier to tier. As shown in Figure 3, the first level brings ten

(10) percent and the percentage increases up to five (5) percent in the fifth level and three (3) percent in the sixth level. The bonus cumulates the tiers of pay, so a Silver Olive earns ten (10) percent on the first tier, plus five (5) percent on the second, and five

(5) percent for tiers three and four.

Qualified Legs and Rank Titles. To achieve certain ranks, a Waterless Beauty Consultant must have qualifying legs in their frontline organization, see Figure 3. For example, a Waterless Beauty Consultant wishing to become an “Olive Star” must have three “Black Olive” legs.

Requirements for Tiers 6 and 7. To be eligible for bonuses or other rewards at Tiers 6 and 7, a Waterless Beauty Consultant must (1) be active and (2) have a new direct consultant or retail customer in their business at least every three (3) months to register.

Compression. The OLIVE TREE PEOPLE Compensation Plan maximizes payments to Waterless Beauty Consultants through compression. If the rank of Waterless Beauty Consultant does not qualify the Waterless Beauty Consultant to receive a bonus at a level related to higher ranks, the bonus will carry over and be paid to higher ranked Waterless Beauty Consultants who are eligible for the higher level bonus.

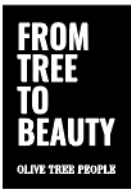
4. BLACK OLIVE STAR REVENUE SHARE PROGRAM (PAID MONTHLY)

1% of OTP’s monthly revenue is evenly divided and distributed amongst every consultant that has reached Black Olive Star level (or above), every month.

5. THE CUSTOMER LOYALTY REWARDS PROGRAM (LRP)

Overview. Waterless Beauty Consultants and Preferred Customers can secure monthly shipments of OLIVE TREE PEOPLE products by enrolling in the Customer Loyalty Rewards Program (LRP) after the first month of their enrollment. The customer loyalty program thus makes the manual placement of monthly orders obsolete.

Acting on behalf of another. No Waterless Beauty Consultant may place an LRP order on behalf of another participating Waterless Beauty Consultant or a Preferred Customer without their prior written permission. This written permission must be received by the Company before the order is placed. Such an order must be paid for by the participating Waterless Beauty Consultant or customer and shipped to the primary address on the participant’s account.



6. SPECIAL OR PROMO BONUSES OR REWARDS

Waterless Beauty Consultants and Preferred Customers may be offered special bonuses or promotions from time to time. Products offered in this manner may (or may not) have PV value and may not qualify a Waterless Beauty Consultant for other bonuses as a result of ordering such products. The details of each of these offers can be found at olivetreepeople.com

7. GENERAL AND MISCELLANEOUS PROVISIONS

No compensation just for registering another person. While Waterless Beauty Consultants are paid for product sales, they are not paid just for enrolling or registering other Waterless Beauty Consultants.

No guarantee of payment. As with many other business opportunities, the compensation generated by Waterless Beauty Consultants varies significantly. The cost of becoming a Waterless Beauty Consultant is very low. People become Waterless Beauty Consultants for different reasons. Some join this business model to improve their skills or to be able to run and manage their own business. Others choose to become Waterless Beauty Consultants but, for whatever reason, never buy products from the Company.

And as a result, many Waterless Beauty Consultants never qualify for bonuses. Waterless Beauty Consultants are not guaranteed any particular income, prize level or achievement. A Waterless Beauty Consultant's profit and success comes solely from the successful sale of products and the sales of other Waterless Beauty Consultants within their organization. Every success is based largely on the personal efforts of each Waterless Beauty Consultant.

Expenditure. Generating meaningful compensation as a Waterless Beauty Consultant requires significant investment of time, effort and commitment. This is not a get-rich-quick program. There are also no guarantees of financial success.

Consideration for the bonus of a period. An individual must become a Waterless Beauty Consultant on at least the last day of a bonus period to remain eligible for that period's bonus and qualification calculations. All product orders must be completed and payment received on the last day of the bonus period in order to be paid for that period or to qualify for a rank.

Prerequisites for Bonus Payments. Waterless Beauty Consultants are only eligible for a Bonus if they meet all of the requirements of the OLIVE TREE PEOPLE Compensation Plan and do not breach or fail to perform any material obligation of this Agreement.

Bonus payment. A bonus is paid to the lead applicant under the Waterless Beauty Consultant's Agreement.

Corporate Credit Redemption. If a product credit is issued for products ordered but unavailable in a month, the Personal Volume for those products will only be included in bonus and rank qualification calculations in the month in which such credit is redeemed.

Retention of documents. Each Waterless Beauty Consultant receiving a bonus agrees to retain for a minimum of ten (10) years records demonstrating resale of products to retail customers in the month for which the bonus was paid. The Waterless Beauty Consultant agrees to make these documents available to the Company upon request. Failure to do so constitutes a breach of contract and entitles the Company to recover any bonuses paid for any orders in a month that cannot be supported by relevant sales documentation.



Recovery of bonuses. In addition to any withdrawal rights otherwise provided for in this Agreement, the Company reserves the right to withdraw any Bonuses paid to the Waterless Beauty Consultant for Products that:

1. were returned under the Company's Returns Policy;
2. were returned to the Company under any applicable law (e.g. statutory right of withdrawal);
3. were returned in connection with an incident of culpable misconduct on the part of the Waterless Beauty Consultant, including, but not limited to, unauthorized, unlawful, or misleading representations regarding an offer or sale of any product or service or an OLIVE TREE PEOPLE sales opportunity;
4. were purchased in a quantity that disproportionately exceeds the quantity that can probably also be sold and/or consumed in a reasonable time frame.

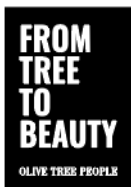
Payment of Reclaimed Bonuses. As part of the payments of waived Bonuses as set forth in this paragraph, the Company may, in its sole discretion, require an affected Waterless Beauty Consultant to pay directly or offset the amount of the waived Bonuses against any current or future Bonuses.

Fees for returned bonus payments. If the Waterless Beauty Consultant has not received a bonus payment, e.g. due to providing incorrect bank transfer details, they can ask the Company to make this bonus payment again. The Company may charge a reasonable processing fee for this. In addition, the Company may, at its sole discretion, require the issuing financial institution to stop the original payment, in which case the Waterless Beauty Consultant must reimburse the Company for the costs and expenses incurred in doing so. If the error that led to a returned bonus payment was caused by the Company, no additional costs will be charged to the Waterless Beauty Consultant for the new transfer.

Impact of placement changes. Placement changes made pursuant to Section 9 may affect the timing of bonus payments.

SECTION 11: PRODUCT CLAIMS

- A. **Product Management Standards.** Products are regulated according to their legal classifications, e.g., as food, dietary supplement or cosmetic. Which regulatory authority is responsible depends on the type of product.
- B. **Advertising Standards.** Similarly, product advertising is regulated depending on the type of product. Importantly, a product that is classified for use in one way is not advertised in another way. Example: A product intended as a dietary supplement cannot be advertised or marketed as a medicinal product that can be used to treat or prevent a specific disease. In addition, representations of potential business opportunities, including earning potential, must be truthful and not misleading, which means that claims of potential to achieve a wealthy lifestyle, career-level income, or significantly high income must be made, are misleading when the OTP Waterless Beauty Consultants typically do not achieve such results.
- C. **Permissible Claims.** OTP products are not medicinal products. No medical claims may be made about OTP products. OTP products may also not be presented as medical in any way. A Waterless Beauty Consultant (Independent Waterless Beauty Consultant) can provide evidence that OTP products are safe to use and that:
 1. They are specifically formulated to support well-being/maintain a healthy lifestyle, and
 2. are intended to improve personal appearance.
- D. **No Cure or Drug or Medical Claims.** A Waterless Beauty Consultant may not make any medical claim for any product, nor specifically prescribe any product or present it as suitable for any particular medical condition, as such presentation implies



that these products are medicinal in nature rather than dietary supplements or cosmetics. Under no circumstances should these products be associated with drugs or remedies prescribed for the treatment of specific diseases. Nor may the products be associated with the claim that they alleviate the symptoms of illness or prevent illness and/or (health) disorders. Due to strict regulations regarding the advertising of dietary supplements and cosmetics, only the promotional material offered on the OTP website or in the back office or elsewhere should be used. It should be recommended to any client who is currently under medical treatment to check with their doctor before making any dietary changes. No statements regarding the safety of the products, their therapeutic effects or curative effects may be made within the scope of the activity and advertising unless these are officially approved by OTP and/or are reflected in OTP's official advertising material. In addition, Waterless Beauty Consultants may not suggest that OTP products can be used to treat, prevent, diagnose or cure any disease. OTP also prohibits any statement regarding the medical effects of OTP products. For example, the Waterless Beauty Consultant may not claim that OTP's products help in the treatment of diabetes, heart disease, cancer, or other diseases. No scientific publications, literature or testimonies written by doctors or scientists in relation to OTP products or their ingredients may be used or published. While the Company makes every effort to achieve full compliance, a Waterless Beauty Consultant should never claim or infer that any product is approved by any government or regulatory agency.

- E. Disclosure. When promoting OTP or OTP products, a Waterless Beauty Consultant must disclose the fact that they are an independent OTP Waterless Beauty Consultant who receives bonuses from the Company for doing so.

SECTION 12: ADVERTISING AND USE OF COMPANY INTELLECTUAL PROPERTY RIGHTS

- A. OTP Intellectual Property. The intellectual property of OTP, including its trademarks, business names, work titles, marks and other intellectual property rights and the content of its publications are valuable assets. By using OTP's intellectual property, Waterless Beauty Consultant acknowledges and agrees that there is significant assets and goodwill associated with OTP's intellectual property and further agrees that all intellectual property rights remain with the Company and all goodwill relating thereto remains exclusive belongs to the Company. Furthermore, Waterless Beauty Consultants recognize that OTP's intellectual property has additional meaning in the eyes of the public. Intellectual property is protected by national and international copyright and trademark law and other statutory property rights. Intellectual property is protected in all forms, including media and technology now existing or developed in the future.

All content contained in Company-approved sales aids and on its official website, including text, graphics, logos, audio clips, music, lyrics, video, photos, software, and other information is or becomes owned by OTP and/or its affiliates or partners used by OTP in the context of licensing by third parties. Because OTP does not own all Content, OTP will not license any Content to a Waterless Beauty Consultant for use that it does not own. The intellectual property may not be duplicated, disseminated, made publicly accessible or edited or used in any other way beyond the contractually granted right of use defined and permitted here by the Waterless Beauty Consultant without the prior express written consent of OTP (in future, for reasons of simplification, there may be talk of "use", but it is always reproduced, distributed, made publicly available or processed by this).

- B. Definitions.

1. Apparel: Apparel includes t-shirts, hats, and other apparel.
2. Permitted Content: Permitted Content includes only the content consisting of the brochure, flyers, images, presentations and videos included in the section of <https://us.olivetreepeople.com/>, listed or published, related to the local market in which a Waterless Beauty Consultant is marketing products or recruiting other Waterless Beauty Consultants to market products.
3. Cinematic Media: Live or pre-recorded electronic channels that deliver news, entertainment, education, data, or promotional messages, including broadcast and narrowcasting media such as TV, radio, film and audio or video. Cinematic media does not refer to computer and telephone-based media.



4. Company Approved Sales Aids: Marketing materials approved for use in a specific Local Market identified in writing by the Company.
5. Company Produced Sales Aids: Company Produced Sales Aids means marketing materials created and distributed by the Company for use in a specific local market identified in writing by the Company.
6. Computer and Telephone-based Media: The transmission or display of any Content via email, static websites, or social media, as well as telephone or smartphone-based transmission or display.
7. Content: Content refers to any text, graphic, logo, audio clip, video, photograph, software, or intellectual property of OTP contained in the guide(s) prepared by Company and located at <https://us.olivetreepeople.com/>.
8. OTP Intellectual Property: OTP Intellectual Property means all intellectual property owned or otherwise owned by OTP Holdings or an affiliate or claiming a right to exploit, including, but not limited to, trademarks, trade names, work titles, marks and other intellectual property rights, regardless of whether they are registered with the responsible government agencies or not.
9. Media-Specific Policies: Media-Specific Policies are local market-specific policies that set usage standards of permitted content for a particular distribution format. Media-specific Policies must be followed and can be viewed at <https://us.olivetreepeople.com/>. Merchandise includes sales aids intended for sale or sale to third parties.
10. Merchandise: Any item subject to OTP's intellectual property that is not an apparel, cinematic media, Company-approved sales aids, Company-created sales aids, and computer and telephone-based media.
11. Sales Aid: Any material, whether physical or digital, used in an offer or sale of Company products, attracting future Waterless Beauty Consultants or customers, or training Waterless Beauty Consultants, and relating to the Company, the Company's products, the Compensation Plan, or any intellectual property of OTP.
12. Social Networks: The use of web-based and mobile technologies to make communication an interactive dialogue.

C. Permitted Uses.

1. Subject to the following terms of use, Waterless Beauty Consultants are entitled to use the permitted content for:
 - a. Creation and use of sales aids.
 - b. Creation and use of a computer or telephone-based medium.
2. Subject to the Terms of Use, Waterless Beauty Consultants may, with written permission from the Company, use the Permitted Content for the following: Apparel, Cinematic Media, Use on Buildings and Signs, and Merchandise in accordance with the Media-Specific Policies contained in <https://us.olivetreepeople.com/> are available.

D. Terms of Use. Permitted Uses of Permitted Content are conditioned on:

1. Media-Specific Policies. Permitted Content may only be used for apparel, cinematic media, on buildings and signs and merchandise, in accordance with the media-specific guidelines for the specific local market in which the Waterless Beauty Consultant does business.
2. Context and truthful statements. Waterless Beauty Consultants may not use Permitted Content in violation of Company policy, other contractual requirements, or outside of the granted right to use it, or use modifications, additional text, or other content to alter the original meaning of the Permitted Content. All content must be truthful and accurate.
3. Claims and Representation Regarding OTP Products. Waterless Beauty Consultants may not use any content that violates applicable law or morality, including any laws applicable to the regulation of product claims such as food law, cosmetics law, or competition law. OTP also does not support such use.



4. Variants or abbreviations. Waterless Beauty Consultants may not use any variations of the Permitted Content for any purpose whatsoever, including phonetic equivalents, foreign language equivalents, or abbreviations.
5. Mottos and advertising slogans. Waterless Beauty Consultants may not supplement, shorten, or change Company mottos or advertising slogans in any way.
6. Denigration or offensive use. Waterless Beauty Consultants may not use the Permitted Content in any way that is disparaging, derogatory, abusive, or harmful.
7. Best light. All Permitted Content must be presented in the best possible light, in a manner or context that positively reflects the Company and its products.
8. Advocacy or Sponsorship of a Third Party. Waterless Beauty Consultants may not use the Permitted Content in any manner that would suggest the Company's affiliation with or endorsement, sponsorship or endorsement of any product or service of any third party, or for any religious or political reason or issue.
9. Use in computer and telephone-based media. The following paragraphs refer to computer and telephone-based media.
 - a. Headings and titles. Except on a personalized OTP website or an OTP-approved certified website, the name "OTP", trademark, work title, mark, or other proprietary right of OTP may not be used in any title, subtitle or caption of any computer or telephone-based media. Facebook and Instagram pages as well as Pinterest contacts, blogs, YouTube channels or other social media sites or chat rooms (e.g., WhatsApp or Snapchat) bearing the name OTP or a trademark, work title, identifier or other property right of OTP are not permitted.
 - b. Websites. OTP provides all its Waterless Beauty Consultants with an approved personalized website. To set up his personalized OTP website, the Waterless Beauty Consultant registers into olivetreepeople "Join us" and then follows the instructions received via email after enrollment to the back-end. The use, production and distribution of their own websites (as well as their own sales documents, sales concepts, price lists, their own product brochures, video content, audio content or other independently created sales or advertising material) and the creation of their own other websites, including professional social media business appearances as well as changes to the personalized websites made available to the Waterless Beauty Consultant, are only permitted with the prior express written consent of OTP, which is at the discretion of OTP and can only be granted if the OTP business concepts as well as the contractual and legal requirements are observed. Furthermore, in particular, OTP Waterless Beauty Consultants may only use one additional independent proprietary website that uses or displays OTP trademarks or branding (OTP name, images or logos, OTP product names or images, etc.), provided that such website does not contain any Products or other claims that violate local laws, falsely or misleadingly represent OTP Products, infringe the intellectual property of any third party, violate any contractual provision of OTP, or possess any other material that OTP, in its sole discretion, deems objectionable. The URL for an independent website must not contain any trademarks, trade names, work titles or other identifiers or any intellectual property of OTP.
 - c. Social networks. In the event that the Waterless Beauty Consultant advertises OTP's products in other internet media, such as social networks (e.g., Facebook or Instagram), online blogs or chat rooms (e.g., WhatsApp or Snapchat), he may only ever use the official OTP advertising claims. In addition, Waterless Beauty Consultants with a non-professional presence (for professional presence - see b. above) on social media, whether personal or business, should regularly review the content and any claims or statements made in the comments or other third-party areas and delete any that violate applicable law or morality or are otherwise untrue, misleading or incomplete. Facebook and Instagram pages as well as Pinterest contacts, blogs, YouTube channels or other social media channels or chat rooms (e.g., WhatsApp or Snapchat) with the name OTP or a trademark, work title, label or other property right of OTP are not allowed.
 - d. Disclaimer. With the exception of the personalized OTP website, each individual internet or social media appearance, as well as any other advertising material, must state in a clearly visible and prominent manner that it was not written by OTP or any of its affiliates or on behalf of OTP and that users are fully responsible for the entire content.



- e. Domain names. Waterless Beauty Consultants may not use the name of OTP or any trademark, work title, identifier, or other proprietary right of OTP in any domain name or subdomain without the Company's express written consent. Such written consent is subject to Company's absolute discretion and such use must take the form of a written user agreement signed with Company. Examples of unacceptable domain names are: "olivetreeppeople.com" "otpcorporate.com," etc. Waterless Beauty Consultants should consult the media-specific guidelines for their regional market.
 - f. Internet advertising spaces. It is also prohibited to use the name of OTP or a trademark, a work title, identifier or other property right of OTP in so-called search engine advertising (e.g., Google AdWords), sponsored links advertising, Internet advertising, space marketing or comparable online advertising activities use.
 - g. Language of the privacy policy. Waterless Beauty Consultants who operate their own website for their business must have a written privacy policy consistent with the Privacy Policy, how, in particular, to comply with the GDPR, including specifying the purpose for which any information collected on the website will be used and an explanation of how this information will be protected from resale or use by others. The Waterless Beauty Consultant's obligations with regard to the processing of personal data in the course of its activities as a Waterless Beauty Consultant are described in Section 17 below.
 - h. Ban on spam. Waterless Beauty Consultants may not send spam e-mails or other unsolicited electronic messages such as SMS, WhatsApp, Telegram or Facebook messages (e-mail messages in the future). Spamming includes, but is not necessarily limited to: (1) sending unsolicited email messages containing email or web addresses from a Waterless Beauty Consultant's account to online users; (2) posting messages using the Waterless Beauty Consultant's service address in news groups unrelated to the Waterless Beauty Consultant's products; (3) Falsely "sourced" in an email message or news group posting with the Waterless Beauty Consultant's service address to make it appear that the message originally came from the Company or its Waterless Beauty Consultant net- work ; (4) Sending unsolicited emails or facsimiles to lists of individuals who are not within the Waterless Beauty Consultant's organization or with whom the Waterless Beauty Consultant has not previously had business or personal contact. All e-mails related to the Company may only be sent to the Waterless Beauty Consultants within the organization of the respective Waterless Beauty Consultant. Emails must not contain false representations, income claims or testimonials.
10. Proper Use of Trademarks / Prohibition on Registering Trademarks. Waterless Beauty Consultants must correctly use the permitted content of OTP's intellectual property as follows: Trademarks are adjectives used to qualify nouns. The noun is the general product name or name of the service. In their adjective form, marks may not be used in the plural or possessive form. Correct: "You should buy two bottles of Zendocrine." Incorrect: "You should buy two Zendocrines." It is also forbidden to register your own trademarks, work titles or other property rights that may be registered or otherwise protected in another country/area, a trademark, product designation, work title or business designation of OTP.

11. Use of Permitted Content

Within the credit notices area of a sales aid, Waterless Beauty Consultant's personal website or social network, Waterless Beauty Consultants must include a statement that the Permitted Content is owned by OTP. Here are the correct formats for marks: is a registered trademark of Olive Tree People Inc.

Waterless Beauty Consultants may not claim (or use indicia such as the ® or "TM" mark) in Permitted Content distributed in a country that OTP owns a registered trademark if the mark so identified is not registered in that country as a trademark is registered.

E. Recognition and Protection of Rights

- 1. Recognition of Rights. Waterless Beauty Consultant agrees that the entire permitted Content is owned solely by OTP or licensed to Oliveda. Except for the limited rights of use granted in this Agreement for the duration of the Agreement, Waterless Beauty Consultant agree that the Company hereby assigns all beneficial ownership interest in all copyright or other intellectual property rights such as trademarks, presentational, advertising, training and film materials, product labels etc. (including the photographs) as well as all associated intellectual property rights. Waterless Beauty



Consultants agree to assist OTP in protecting and enforcing its rights intellectual property at the request of the Company. All content protected by copyright may not be reproduced, distributed, made publicly accessible or edited in whole or in part via the contractually granted right of use by the Waterless Beauty Consultant without the prior express written consent of the Company.

2. Consent to Protection. Waterless Beauty Consultants agree to assist OTP to the extent necessary to obtain any protection of or to protect any of the Company's rights in the Permitted Content.
3. Assignment. Waterless Beauty Consultant agrees that nothing in this Agreement shall be construed as an assignment or grant of any right, title, or interest in or to the Content or Permitted Content to Waterless Beauty Consultant. Further, it is acknowledged that all related rights are reserved by Company, except for the limited licensed right to use the Permitted Content as expressly set forth in this Agreement. Waterless Beauty Consultant agrees that upon termination or other termination of the Agreement, Waterless Beauty Consultant shall be deemed to own all the OTP Intellectual Property obtained through Waterless Beauty Consultant or with which Waterless Beauty Consultant in pursuit of any hereby Covered Efforts have transferred and assigned to the Company. Furthermore, Waterless Beauty Consultants agree to perform any instrument requested by the Company to achieve or confirm the foregoing. Any such assignment, transfer or transfer shall not involve any consideration other than the Common Covenant and the considerations of this Agreement.
4. Consent to use of own content photographic and audio-visual material, use of recordings of materials and presentations.
 - a. The Waterless Beauty Consultant grants the Company the right, free of charge, to freely use/capture and/or record any content and/or photographic and/or audio-visual material created by him containing his likeness, voice recordings or statements and quotations from him in the course of his function as Waterless Beauty Consultant. In this respect, the Waterless Beauty Consultant expressly agrees to the publication, use, duplication and modification of the content, quotations, or recordings created for the Company or its activity by submitting the Waterless Beauty Consultant application and acknowledging these Company guidelines.
 - b. The Waterless Beauty Consultant is not permitted to make audio, video or other recordings of Company-sponsored events, conference calls, speeches, or meetings for sale, personal or business use. A Waterless Beauty Consultant shall also not record, prepare, or compile any audio or video presentation or recording of any Company event, speech, conference call or meeting without the prior written consent of the Company.
5. Termination.
 - a. Waterless Beauty Consultant may not revoke or terminate the rights granted to the Company in Section E.
 - b. The rights of a Waterless Beauty Consultant granted in this Agreement can be terminated extraordinarily by the Company if there is an important reason for termination. An important reason for termination by OTP is also a breach of one of the contractual or legal obligations, if the Waterless Beauty Consultant does not fulfill his obligation to rectify a warning from OTP in a timely manner or if he does so again at a later date after the breach of duty has been rectified the same or a comparable violation. In the event of a particularly serious violation of contractual or statutory law, OTP shall be entitled to do so without prior warning.

Furthermore, there is an extraordinary reason for termination for each party if insolvency proceedings have been opened against the other party, or the opening has been rejected due to lack of assets, or the other party is otherwise insolvent, or has given an affidavit of insolvency as part of the enforcement. The right to extraordinary termination exists without prejudice to further claims.

- c. In the event of termination of the Waterless Beauty Consultant Agreement for any reason whatsoever, the Waterless Beauty Consultant shall immediately cease all use of the Permitted Content and shall thereafter not use any intellectual property similar thereto. Termination of the Waterless Beauty Consultant Agreement pursuant to the provisions of this Section 12 is without prejudice to any other rights Company may have against the Waterless Beauty Consultant.
6. Rights are personal. All rights and obligations under this section are the personal rights of Waterless Beauty Consultant.



The Waterless Beauty Consultant positioned may not be assigned, pledged, sub-licensed or otherwise encumbered or treated in any way by the Waterless Beauty Consultant or by operation of law without the written consent of the Company, which consent shall be in the sole and exclusive discretion of the Company, except as expressly provided in applicable law.

F. Additional Promotional Terms

1. Waterless Beauty Consultants are not permitted to answer a telephone call with "OTP" or similar language or to indicate that they are acting on behalf of, or otherwise represent, the Company or in any role other than that of an Independent Waterless Beauty Consultant.
2. Special Advertising Policies
 - Sales and marketing actions must not fake commissions that are to be understood as a "head bonus" or other commission in connection with the mere recruitment of a new Waterless Beauty Consultant or otherwise take actions that give the impression that the advertised distribution system is an illegal distribution system, namely an illegal progressive Ponzi scheme or pyramid scheme or any other fraudulent distribution system. The impression that the purchase of goods is necessary for a Waterless Beauty Consultants to work for OTP should not be conveyed.
 - Sales and marketing activities must not be aimed at minors or persons with no business experience and under no circumstances use their age, illness, or limited ability to understand to induce consumers to conclude a contract. In the case of contacts with so-called socially disadvantaged or foreign-language population groups, the Waterless Beauty Consultants will take due account of their financial ability and their ability to understand and understand the language and, in particular, refrain from anything that could cause the members of such groups to place orders that are not appropriate to their circumstances.
 - No sales and marketing activities may be carried out that are inappropriate, illegal, or unsafe or that put undue pressure on the selected consumers.
 - Waterless Beauty Consultants will only refer to a letter of recommendation, test result, reference, or other person for business purposes towards the consumer if they are officially authorized by both the referrer and OTP and these are accurate and not outdated. In addition, letters of recommendation, tests and personal references must always be related to the intended purpose.
 - The consumer will not be prompted to purchase goods by dubious and/or misleading promises or by promises of special benefits if these benefits are linked to future, uncertain successes. The Waterless Beauty Consultants will refrain from anything that could lead the consumer to accept the offer made solely to do the provider a personal favor, to end an unwanted conversation or to enjoy an advantage that is not the subject of the offer or to show appreciation for the granting of such an advantage.
 - A Wellness Consultant may not claim that the Compensation Plan or OTP's merchandise is approved or licensed or endorsed by any governmental agency or recognized as legal by any law firm.
3. No advertisement may imply that there is a vacancy at OTP.
4. No specific income may be promised.
5. The Waterless Beauty Consultant is not permitted to respond to press inquiries about OTP, its merchandise, the OTP



Compensation Plan, or any other OTP service. The Waterless Beauty Consultant is required to promptly refer all press inquiries to the Company's Head of Marketing Communications.

6. Upon request, any sales aid or medium prepared, caused by or disseminated by Waterless Beauty Consultant that also contains any OTP Intellectual Property or Content must be promptly provided to the Company. Waterless Beauty Consultants must keep a copy of any sales aids or other promotional materials they have distributed for five (5) years from the last date of their distribution.
7. The Waterless Beauty Consultant will provide OTP in the event of any claim by a third party for breach of any duty that may arise out of or in connection with the creation and use of any intellectual property of another or the Company, including any claims of defamation or untrue allegations, as well as due to a breach of one of the contractual obligations or any other breach of applicable law by the Waterless Beauty Consultants, released from liability at the first request of OTP. In particular, the Waterless Beauty Consultants undertakes to assume all costs, in particular, legal, court, and damage compensation costs, which OTP incurs in this context. The aforementioned exemption from liability also applies to employees, vicarious agents and contractual partners of OTP.

SECTION 13: CONSUMER, SERVICE FACILITY SALES AND TRADE SHOW POLICY

- A. Principle. OTP's goods may be revocably sold in one-to-one or face-to-face meetings, home parties, online home parties, online networking events and/or online conferences, to the extent permitted by applicable law at trade fairs.
- B. Principle. OTP's goods may be revocably presented and sold by Waterless Beauty Consultants in face-to-face or face-to-face meetings, at home parties, online home parties, online networking events and/or online conferences within the framework of applicable law.
- C. Retail Policy. Only with OTP's prior written permission, in its absolute discretion, may a Waterless Beauty Consultant sell products through retail outlets (such as supermarkets, retail stores, health stores, drugstores, pharmacies, hair stylists, physical therapy or comparable offices, doctor's offices, restaurants), sell and/or advertise the OTP business, with no approval being granted if the retail stores are of a size to qualify as federal, state or regional chains could be considered.
- D. Online Sales. Product Advisors may not sell OTP Products via online auctions or mail sites or on third-party branded online platforms, including but not limited to Walmart.com, Taobao.com, Alibaba, Tmall.com, Tencent platforms, Yahoo!, eBay or Amazon. Waterless Beauty Consultants may sell OTP products on personalized OTP websites and own websites that are Section 12D9 compliant. Products taken from a kit or original packaging may not be sold online.
- E. Service Facilities. Waterless Beauty Consultants may, with OTP's prior written permission, sell products through service facilities that offer services related to the products sold by OTP. For example, OTP products can be sold in fitness clubs, beauty or cosmetic studios, spas and gyms, whereas hospitals must provide written approval from their legal or compliance department.
- F. Eligibility. The Company reserves the right, in its sole discretion, to make the final determination as to whether a facility referred to in C. is an appropriate place to sell the Products. The Company's granting of permission to do so in any particular instance shall not constitute a waiver of enforcement of this Policy in any/all other instances.
- G. Trade Show Policy. Waterless Beauty Consultants who wish to exhibit, promote, and sell OTP products and the opportunity in connection with a trade show or public event may rent a booth or set up an exhibit display at a trade show, public event or convention ("Conference"). However, this requires prior written permission, which is at the discretion of OTP, and compliance with the following regulations on the part of the Waterless Beauty Consultant:
 1. Complete and submit event registration form. This form can be found online in the virtual OTP Office.



2. In order to get a trade fair stand and to secure exclusive rights, a form must be available to the Company at least 4 weeks before the event, in which permission to participate in this trade fair or event is requested.
3. The Company reserves the right to allow only one stand per show where the Company and its products are presented. Only OTP products and/or the business opportunity may be presented at this booth. Likewise, only marketing materials created by OTP may be shown, displayed, or distributed there. The purchase of a Waterless Beauty Consultant's corporate banner to decorate the booth is mandatory. Exclusive rights are granted only at the Company's sole discretion.
4. The Waterless Beauty Consultants must not make any reference to OTP in any form or manner of its advertising and promotional material that would suggest that OTP would be attending the convention. Instead, all Company- approved advertising or promotional materials must specifically reference Waterless Beauty Consultants as an independent OTP Waterless Beauty Consultant, including any maps or listings prepared by the sponsor of the convention.
5. The Waterless Beauty Consultant is not permitted to display income.
6. Waterless Beauty Consultants may not use the convention to promote any product, service, or business opportunity outside of the OTP business in which Waterless Beauty Consultants is involved.
7. During the convention, the Waterless Beauty Consultants must personally follow Company policy and further contractual requirements and is responsible for (i) all actions of each person operating at the convention booth, (ii) any material disseminated at the convention, and (iii) any other related matter with participation in the conference.
8. In addition to the other disciplinary measures outlined in the Company Policy, the Company reserves the right to refuse to attend future meetings for any violation of the Policy at a meeting.

SECTION 14: INTERNATIONAL BUSINESS

- A. Permitted Activities in Undeveloped Markets. Prior to the official opening of an undeveloped local market, the permitted activities of a Waterless Beauty Consultant in an undeveloped local market are limited to distributing business cards and conducting, arranging, or attending meetings where the number of participants at each meeting - including the Waterless Beauty Consultant - cannot exceed five (5). The participants in such meetings must be personal acquaintances of the Waterless Beauty Consultant or personal acquaintances of the personal acquaintances of the Waterless Beauty Consultant attending the meeting. These meetings must take place at home or in a public, freely accessible facility, but not in a private hotel room. Any form of cold calling (promotional calls to people who are not previously personal acquaintances of the calling Waterless Beauty Consultant) is strictly prohibited in undeveloped local markets.
- B. Working in local markets. Waterless Beauty Consultants conducting business outside of their local market are subject to and must comply with the OTP Policy Manual applicable to their local market. Waterless Beauty Consultants who market products outside of their local market must comply with applicable local market terms and conditions and product listing policies when promoting the Company as a business opportunity or its products in the local market.
- C. Prohibited Activities in Undeveloped Local Markets.
 1. A Waterless Beauty Consultant shall not import or facilitate the import, sale, gift or distribution of Company products and services or product samples.
 2. A Waterless Beauty Consultant may not place any form of advertising or distribute promotional material related to the Company, its products, or the opportunity, except as a Company-approved sales aid specifically authorized for distribution in undeveloped local markets.
 3. A Waterless Beauty Consultant may not promote or negotiate any agreement aimed at committing a citizen or resident of an untapped local market to the business opportunity, a specific enrolling sponsor, or any particular form of sponsorship. Further, Waterless Beauty Consultants may not enroll a citizen or resident of an Undeveloped Local Market



in a Developed Open Market or do so through Waterless Beauty Consultant arrangements from a Developed Local Market unless the citizen or resident of the Undeveloped Local Market has, at the time, his permanent place of residence after registering in the developed local market and also a legal authorization to work there. The Registering Sponsor is responsible for ensuring that all residency and work permit requirements are met. Membership in, participation in, or ownership of any corporation, partnership or other legal entity in an accessible local market does not, by itself, qualify for residency or legal authorization to work there. If a participant in a Consultanship is unable to provide proof of permanent residency or work permits upon Company's request, the Company shall, at its option, have the right to void or otherwise make ineffective the incorporation of a Consultanship.

4. A Waterless Beauty Consultant shall not accept money or other consideration, nor engage in any financial transactions with a prospective Waterless Beauty Consultant who rents, leases or buys facilities for the purpose of working there with the Company to promote or conduct related business.
 5. A Waterless Beauty Consultant shall not promote, facilitate, or engage in any activity that is beyond the limitations set forth in these Company Policies or that the Company, in its sole discretion, deems contrary to the Company's business conduct or ethical interests regarding its international expansion.
- D. Foreign Corrupt Practices Act. All OTP Waterless Beauty Consultants must comply with anti-corruption and anti-money laundering legislation. A Waterless Beauty Consultant commits a violation of the aforementioned requirements in particular:
1. in the case of a payment, offer, authorization or promise of payment of money or grant of anything of value
 2. to an official of a foreign government (including a party official or manager of a state-owned Company) or to any other person when it is clear that such payment or promise is made to a foreign official
 3. is forwarded with the ulterior motive of corruption,
 4. for the purpose of (i) influencing any act or decision of that person, (ii) inducing that person to do or refrain from doing any act in breach of his or her legal duty, (iii) to obtain an improper advantage, or (iv) induce that person to use their influence to influence an official act or decision,
 5. to assist in obtaining or retaining business for or with any person, or to enable such person to do business.
- No territorial protection. The Waterless Beauty Consultant is not entitled to territorial protection.
 - Forbidden local markets. The Company reserves the right to designate certain local markets where all pre-marketing is expressly prohibited. Each Waterless Beauty Consultant is responsible for verifying, prior to any process of conducting pre-market opening activities in an undeveloped market, through up-to-date contact with the Company, that the local market in which the Waterless Beauty Consultant intends to conduct these activities is not a prohibited local market. A Waterless Beauty Consultant will receive a listing of all prohibited local markets when calling the Company about this
- E. Violation of International Policy. In addition to other remedies permitted by the Company, a Waterless Beauty Consultant's failure to comply with any of the applicable provisions may be barred from participating in the affected international market for a period of time as the Company deems appropriate. This prohibition could include, but is not limited to, the following:
1. Waterless Beauty Consultant is not eligible for international distribution/sponsorship rights in the affected local market;
 2. Waterless Beauty Consultant and his Upline Waterless Beauty Consultants are not eligible for Bonuses generated by Waterless Beauty Consultant and his Downline organization in the applicable local market;
 3. In addition, for a period of up to one (1) year in all markets, Waterless Beauty Consultant will not be eligible to enjoy the privileges traditionally accorded to Waterless Beauty Consultants, such as recognition at corporate events or in corporate publications, and receipt of new registration materials when enrolling as Waterless Beauty Consultants before



the official opening of each new store.

A Waterless Beauty Consultant who has been unable to participate in a Market due to non-compliance with these Company Policies must submit an appropriate written request to the Company for written authorization to participate in the Market after their "Suspension" period has expired.

- F. No Waiver of Other Rights. Nothing herein shall constitute a waiver of Company's rights as set forth elsewhere in this Agreement.

SECTION 15: PAYMENT OF TAXES

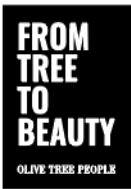
- A. Income tax. Each Waterless Beauty Consultant assumes sole responsibility for paying all business, corporate, income and other self-employed taxes based on earnings as OTP's Waterless Beauty Consultant.
- B. Sales Tax. OTP is legally required to charge tax on all sales to its Waterless Beauty Consultants. Waterless Beauty Consultants who have a tax ID number are always subject to tax. As small businesses, Waterless Beauty Consultants with only low sales have the opportunity to be exempted from sales tax. As of 2018, Waterless Beauty Consultants whose annual turnover (from their Agreement with OTP and all other independent business activities) exceeds \$17,500.00 are no longer small business owners. Waterless Beauty Consultants who initially act as small business owners, but then no longer count as small business owners due to their annual turnover, must immediately send OTP their sales tax identification number. All entrepreneurs who are not registered as small entrepreneurs with the responsible tax office are subject to tax, and then charge this tax on their own product sales. In return, they are also entitled to deduct input tax. Waterless Beauty Consultants are responsible for determining whether or not they are subject to tax and if so, then assess themselves accordingly and comply with all applicable tax regulations.

SECTION 16: PRODUCT LIABILITY CLAIMS

- A. Defense of Company Claims. Subject to the limitations set forth in this provision, OTP shall defend its Waterless Beauty Consultants from claims by third party customers for alleged injury resulting from use of the Product or injury resulting from a defective Product. Waterless Beauty Consultants shall promptly notify Company in writing of any such claim, no later than fourteen (14) days after receipt of the third-party client's letter of claim regarding such alleged infringement. Waterless Beauty Consultants must permit the Company to assume the sole defense of any such claim and to do so in all respects in its sole discretion, including the use and election of counsel as a condition of the Company's obligation to defend its Waterless Beauty Consultants.
- B. Exceptions to Compensation Payments to Waterless Beauty Consultants.

The Company is in no way obliged to pay compensation to Waterless Beauty Consultants:

1. if the Waterless Beauty Consultants has violated their contractual and/or legal obligations or requirements, or
2. if the Waterless Beauty Consultants has repackaged, modified, or used the product in breach of contract, has made any claims, instructions, or recommendations as to its use, effectiveness, benefits or results inconsistent with the Company's authorized publications or in violation of the law, or
3. if the Waterless Beauty Consultants carries out advertising measures or other actions that require approval without the prior written permission of the Company.



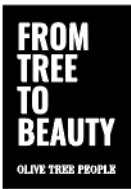
SECTION 17: PRIVACY AND AUTHORIZED USES OF INDEPENDENT WATERLESS BEAUTY CONSULTANT INFORMATION PROTECTION OF INDEPENDENT WATERLESS BEAUTY CONSULTANTS' INFORMATION:

- A. As self-employed independent contractors, Waterless Beauty Consultants are themselves the data controller for all personal data they collect and process, including personal customer data, which they provide in the course of receiving and processing their business activities as Waterless Beauty Consultants. Waterless Beauty Consultants are responsible for ensuring that such personal data is processed, retained, and disposed of in full compliance with all applicable data protection regulations, including the EU General Data Protection Regulation 2016/679 (hereinafter GDPR). This includes in particular the following obligations:
1. Performing all its obligations under applicable data protection laws, including obligations related to data security and confidentiality;
 2. Ensuring that all persons whose data Waterless Beauty Consultants has stored are given appropriate information regarding the processing of their personal data, including the onward transfer of their personal data to the Company and, where required by law, appropriate consents are obtained from Waterless Beauty Consultants;
 3. Ensuring that there is a legal basis under the GDPR for the processing of personal data, including onward transfer of the personal data to the Company and obtaining consent from all individuals whose data is held to process their personal data where required by is required by the applicable data protection regulations;
 4. Ensuring that all individuals whose data is processed can exercise their data protection rights under applicable data protection legislation;
 5. Conclusion of a written agreement in accordance with the applicable data protection regulations with the order data processors with whom to process personal data on behalf of the Waterless Beauty Consultant;
 6. Implementing appropriate technical and organizational measures to ensure and enable evidence that all data is processed in accordance with applicable data protection regulations;
 7. Promptly notifying the Company as soon as an actual data breach has occurred or is suspected to have occurred affecting personal data processed as Waterless Beauty Consultants in connection with their activities as Waterless Beauty Consultants;
 8. Fully cooperate with Company in all reasonable and lawful efforts to prevent, mitigate or remedy such personal data breach, and
 9. The implementation and provision of adequate protection in the event of a transfer of the personal data outside the European Union, as required by applicable data protection regulations.

SECTION 18: DISCIPLINARY ACTIONS AND TERMINATION

A. Consultants are prohibited from discussing specific incentives involving OLVI stock – specific bonuses or rewards for owning stock – to their downlines as a method to encourage signups or sales or otherwise. The offer and sale of securities is governed by state and federal securities regulations and consultants are not authorized to act on behalf of the Company.

B. Corrective Measures. Violation of the Agreement, violation of any common law duty (including but not limited to any applicable duty of loyalty), any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Waterless Beauty Consultant that, in the discretion of the Company, may damage the Company's reputation or goodwill (such



damaging act or omission need not be related to the Waterless Beautify Consultant's business), may result, at Company's discretion, in corrective actions, including but not limited to termination of the Agreement.

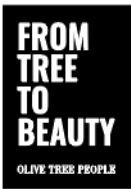
Additionally, if any member of an Waterless Beauty Consultant's immediate household engages in any activity which, if performed by the Waterless Beauty Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Waterless Beauty Consultant and Company may take action against the Waterless Beauty Consultant, including but not limited to termination of the Waterless Beauty Consultant's Agreement. Similarly, if any individual associated in any way with a corporation, partnership, trust or other business entity violates the Agreement, such action(s) will be deemed a violation by the entity, and Company may take action against the entity, including but not limited to termination of the entity's Agreement.

Corrective measures include, for example:

- Issuance of a written warning or admonition requiring the Waterless Beauty Consultant to take immediate corrective measures;
- Loss of rights to one or more bonuses and commissions;
- Withholding from a Waterless Beauty Consultant of all or part of such Waterless Beauty Consultant's bonuses and commissions during the period that Company is investigating any conduct allegedly in violation of the Agreement (if a Waterless Beauty Consultant's business is terminated for disciplinary reasons, the Waterless Beauty Consultant will not be entitled to recover any commissions withheld during the investigation period);
- Suspension of the Waterless Beauty Consultant's Agreement for one or more months;
- Termination and/or suspension of the offending Waterless Beauty Consultant's marketing website or back-office website access;
- Termination of the Waterless Beauty Consultant's Agreement; and
- Any other measure expressly allowed within any provision of the Agreement, or which Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Waterless Beauty Consultant's violation.

C. Voluntary Termination. A Waterless Beauty Consultant can terminate the Agreement properly at any time. To do this, he must send the Company a written or e-mail sent to the following addresses compliance@oliveda.com or the physical office address: 401 Wilshire Blvd., 12th Floor, Santa Monica, California 90401. Each person whose sales partnership has ended may only resign after six (6) months from the date of last activity as a Waterless Beauty Consultant if that individual was a Violet Olive Star Waterless Beauty Consultant or below. If the applicable Waterless Beauty Consultant has achieved Silver Olive Star or higher, they must wait twelve (12) months before re-enrolling with OTP as a Waterless Beauty Consultant. Activity includes, but is not limited to, product purchases, recruiting other Waterless Beauty Consultants, or earning a bonus. All obligations with respect to the confidentiality of information and the Waterless Beauty Consultant network shall survive termination of a contract, including but not limited to the obligations set out in the Agreement.

D. Involuntary Termination: A Waterless Beauty Consultant's violation of any of the terms of the Agreement, including any amendments that may be made by Company, may result in any of the corrective measures listed in the Agreement, including the involuntary termination of the Agreement. Terminations shall be effective on the date on which notice is emailed to the email address on file with Company, mailed, or delivered by an express courier to the Waterless Beauty Consultant's last known address or to his/her attorney or when the Waterless Beauty Consultant receives actual notice of termination, whichever occurs first. To be clear, Waterless Beauty Consultant agrees that email notification to the email address on file with Company shall be sufficient notice. Company reserves the right to terminate all Agreements of its Waterless Beauty Consultants with thirty (30) days' advance notice if Company decides to: (1) suspend commercial operations; (2) dissolve as a corporate entity;



or (3) cease the distribution of its products via direct sales.

E. Termination for Inactivity: Your Agreement may be terminated by the Company by email to the email address on file in the back office if you are inactive or if the annual renewal fee has not been paid.

F. Consequences of Termination. So long as an active Waterless Beauty Consultant meets the requirements specified in the Compensation Plan and complies with the terms of the Agreement, Company shall pay commissions to such Waterless Beauty Consultant in accordance with the Agreement.

A Waterless Beauty Consultant's bonuses and commissions constitute the entire consideration for the Waterless Beauty Consultant's efforts in generating sales and all activities related to generating sales (including building a downline organization).

Following the termination of a Waterless Beauty Consultant's Agreement, the former Waterless Beauty Consultant shall have no right, title, claim or interest to the organization which he or she operated, or any commission or bonus from the sales generated by the organization. A Waterless Beauty Consultant whose business is terminated will lose all rights as a Waterless Beauty Consultant. This includes the right to sell Company products, and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Waterless Beauty Consultant's former downline sales organization. In the event of termination, Waterless Beauty Consultants agree to waive all rights they may have, including, but not limited to, property rights to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following termination of a Waterless Beauty Consultant's Agreement, the former Waterless Beauty Consultant shall not hold himself or herself out as a Waterless Beauty Consultant and shall not have the right to sell Company products. A Waterless Beauty Consultant whose Agreement is terminated shall receive commissions and bonuses only for the last full monthly commission cycle he or she was active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

G. Co-applicants are bound by Consultantship. Any action by a Participant or co-applicant of a Consultantship or spouse or partner of a Waterless Beauty Consultant shall be attributable to the Consultantship and any remedy, including termination of the Agreement, that such action may require and shall apply to the Consultantship generally.

H. If a Waterless Beauty Consultant terminates this Agreement under Section 18.B within fourteen (14) days of entering into it:

1. Waterless Beauty Consultant may, within Section 18, twenty-one (21) days from the date of termination, return to the Company's nominated address any products purchased by Waterless Beauty Consultant under this Agreement which have not been sold, provided all such products are in the same condition as when purchased, regardless of whether their outer packaging has been opened, and can recover any monies already paid for those products;

2. Within this 14-day period, Waterless Beauty Consultants may cancel any services ordered under this Agreement and may be entitled to a refund of any monies already paid for such services, provided that Waterless Beauty Consultant has not already received these services.

10. For monies paid in accordance with enrollment, the Waterless Beauty Consultant must send a notice to the Company of the return of such monies (and the Starter Kit, if any, and any other promotional items and training materials provided by the Company). Notice must be received at the Company's designated address within twenty-one (21) days of the termination date and the Company must return any monies that Waterless Beauty Consultant is legally entitled to recover within twenty-one (21) days of the termination date. In order to recover monies paid for products, Waterless Beauty Consultant must return such products to the Company within twenty-one (21) days of the date of termination to the Company address set out in this Agreement. The costs for the return are at the expense of the Waterless Beauty Consultant. Any monies paid in respect of such products shall be returned to Waterless Beauty Consultant upon delivery of the products or forthwith if the products have not yet been delivered to Waterless Beauty Consultant.

11. If Waterless Beauty Consultant gives written notice that it wishes to terminate this Agreement more than fourteen



(14) days after signing it, Waterless Beauty Consultants may provide the Company with all products (including training and promotional materials, business manuals and kits) purchased within ninety (90) days prior to such termination. The Company will then reimburse the Waterless Beauty Consultant for the price (including tax) that it paid for the products less an amount in all cases where, as a result of an act or error on the part of the Waterless Beauty Consultant, such products are in a deteriorated condition equal to the depreciation due to such deteriorated condition, minus a reasonable handling charge which will cover the cost of repackaging the returned products for resale, if applicable. The freight costs are at the expense of the Waterless Beauty Consultant.

- If either party terminates this Agreement, Waterless Beauty Consultant may return to the Company any products (including training and promotional materials, business manuals and kits) that it purchases more than ninety (90) days but within one (1) year before receipt of the notice of termination and which are unsold. In this case, he will receive a refund of 90% of the purchase price (including tax), minus a deduction equal to

(i) any bonuses or other benefits (in cash or in kind) received by Waterless Beauty Consultant in relation to these products has;

(ii) any amount still owed by Waterless Beauty Consultant to the Company in any account;

(iii) a reasonable handling charge, if applicable, to cover the cost of repackaging the returned products for resale, provided that:

(i) such products were not purchased or acquired by Waterless Beauty Consultant in breach of contract;

(ii) Waterless Beauty Consultant shall return such products to the Company, unused and in a commercially resalable condition, no later than fourteen (14) days after the date of termination;

(iii) the Company failed to clearly inform Waterless Beauty Consultant in advance of the purchase that the products in question were seasonal, discontinued, or special promotional products not subject to these buy-back provisions.

- In order to recover monies paid for products in accordance herewith, Waterless Beauty Consultant must return such products to the Company within twenty-one (21) days from the date of termination to the following Company address: 401 Wilshire Blvd., 12th Floor, Santa Monica, California 90401. The freight cost is at the Company's expense. The purchase price is to be repaid to Waterless Beauty Consultant upon delivery of the products or immediately if the products are still in the Company.

SECTION 19: SUCCESSORS AND CLAIMS

1. Mandatory Effects and Ongoing Benefits. This Agreement is binding and effective for the benefit of both parties to it and their respective successors and assigns.
2. Transfer of a Consultantship Position. Except as otherwise provided in these Company Policies, a Waterless Beauty Consultant may sell, transfer, or assign its Consultantship as permitted by this Agreement and applicable law (including sale, gift, or inheritance), provided that OTP has given its prior written consent to do so.
 - a. Upon gift, sale, transfer, assignment or any other disposition of the Consultantship, a new Consultantship will automatically be created. Notwithstanding the fact that a new Consultantship has been created, organizationally, that Consultantship takes the place of the old Consultantship. In addition, unless otherwise expressly authorized in writing by the Company, all accounts receivable, personal volume, LRP points and registration date must be retained by the Consultantship. For the purposes of re-enrollment as Waterless Beauty Consultant, any gift, sale, transfer, or assignment shall be deemed to be the transferor's termination/termination score. In other words, any Waterless Beauty Consultant gifting, selling, assigning or otherwise transferring their Consultantship must be six (6) months (if Violet



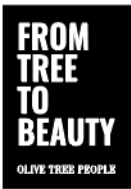
Olive Star or lower) or twelve (12) months (if Silver Olive Star or higher) from the official Wait until the termination date (or last product purchase date if prior to termination or transfer date) before registering again. A Waterless Beauty Consultant shall not sell, gift or assign any right conferred upon it by this Agreement to any individual or entity without the Company's prior express written consent or transmitted in any other way. A Waterless Beauty Consultant may delegate its responsibilities but is still ultimately responsible for compliance with all provisions of this Agreement and all applicable laws. Any person working for or with Waterless Beauty Consultant as part of their Consultantship may only do so under the direct supervision of Waterless Beauty Consultant.

3. Succession to the Consultantship. In the event of the death or incapacity of a Waterless Beauty Consultant, that Waterless Beauty Consultant's organization shall pass to his or her legal successors (which shall be, in the event of the Waterless Beauty Consultant's death, their heirs) in accordance with applicable law. Successors must promptly notify the Company in writing of any such succession and provide proper documentation in relation thereto.
4. Separation of a Consultantship. During the period of time that there is a separation or dissolution of a married couple/civil partnership, corporation, or partnership, the parties involved must comply with one of the following procedures:
 - a. Either party may, with the consent of the other party(s), operate the Consultantship pursuant to a written assignment authorized by the waiving/outgoing spouse, associate, partner, or trustee to do so, directly and exclusively with the other spouse or not - renouncing/retiring shareholders, partners or trustee.
 - b. Both parties may continue to operate the Consultantship together on a business-as-usual basis, after which all commissions paid by the Company will be paid on behalf of the Waterless Beauty Consultants jointly or on behalf of the entity to be demerged, if mutually agreed upon.
5. Consultantships are indivisible. The separating sales partnership operated as a married couple/registered partnership, corporation or partnership will under no circumstances be divided and there will also be no divided payment of remuneration to the separating partners, spouses. In the event of an internal dispute about the consequences of the separation, divorce, dissolution, or other termination in relation to the sales partnership, OTP reserves the right of extraordinary termination if such a dispute leads to a neglect of the duties of the sales partnership, to a violation of this Company policy or other contractual requirements, results in a violation of applicable law or imposes an unreasonable burden on the downline or upline.
6. Waiting time before logging in again. The departing partner or spouse from a Consultantship operated as a married couple/joint partnership, corporation or partnership may enroll with any sponsor of their choice provided they meet the qualifying period requirements set out in this Section 19.

SECTION 20: INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER (THE "INDIVIDUAL ARBITRATION AGREEMENT")

This Individual Arbitration Agreement will survive termination of the Agreement.

Although the Agreement is made and entered into between Applicant and the Company, the Company's affiliates, owners, members, managers, directors, and employees (the "Related Parties") are intended third-party beneficiaries of the Agreement for purposes of the provisions of the Agreement referring specifically to them, including the Individual Arbitration Agreement. Applicant, the Company, and the Related Parties (each, together with, as applicable, each of the Related Parties, a "Party" and collectively, the "Parties") acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Applicant on the one hand and the Company on the other hand, and the Parties further acknowledge that nothing contained herein shall be argued by any of them to constitute any waiver by the Related Parties of any defense that Related Parties may otherwise have concerning whether they can properly be made a Party to any Dispute between the other Parties.



THIS PROVISION AFFECTS HOW CLAIMS APPLICANT MAY HAVE AGAINST COMPANY, OR CLAIMS COMPANY MAY HAVE AGAINST APPLICANT, WILL BE RESOLVED. APPLICANT UNDERSTANDS AND AGREES THAT THIS INDIVIDUAL ARBITRATION AGREEMENT OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE AGREEMENT OR THE AGREEMENT AS A WHOLE. TO THE EXTENT THERE IS A CONFLICT BETWEEN THE TERMS OF THE AGREEMENT AND THIS INDIVIDUAL ARBITRATION AGREEMENT, THIS INDIVIDUAL ARBITRATION AGREEMENT CONTROLS. CONSIDERATION FOR THIS INDIVIDUAL ARBITRATION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE DISPUTES. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE INDIVIDUAL ARBITRATION AGREEMENT IN THIS CHAPTER IS UNENFORCEABLE.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF DISPUTES IN A TIMELY, EFFICIENT, AND COST-EFFECTIVE MANNER, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OR ANY COURT.

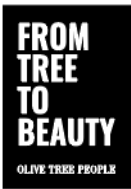
Except as otherwise provided herein, any controversy, claim or dispute of whatever nature arising between Applicant, on the one hand, and the Company and/or the Related Parties, on the other, including but not limited to those arising out of or relating to the Agreement or the breach thereof; the sale, purchase or use of Company products; or the commercial, economic or other relationship of the Parties, whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise ("Dispute") shall be settled through binding arbitration as provided in this Section 20.

Except as provided herein, the arbitrator(s) shall have the exclusive power to determine and rule upon challenges to the arbitrator's jurisdiction to preside over the Dispute, including any objections with respect to the existence, scope, or validity of this Individual Arbitration Agreement and/or to the arbitrability of any Dispute.

Except as provided herein, all Disputes shall be submitted for resolution to binding arbitration in the state on which the Applicant resides, in accordance with the rules of the Judicial Arbitration and Media Services (JAMS) and this Individual Arbitration Agreement, with the Individual Arbitration Agreement controlling in the event of any conflict, unless the laws of the state or province in which Applicant resides expressly require otherwise. The JAMS rules and procedures are available at jamsadr.com and will be provided upon request.

Notwithstanding the rules of JAMS, the following will apply to all arbitration actions absent mutual written agreement of the Parties to the contrary:

- The Parties agree that time is of the essence.
- The arbitration will be conducted in English (with appropriate translators as may be necessary).
- The Federal Rules of Evidence will apply in all cases.
- The Parties will be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
- The Parties will be allotted equal time to present their respective cases, including cross-examinations.
- The decision of the arbitrator will be final and binding on the Parties and may, if necessary, be reduced to a judgment in a court of competent jurisdiction, except that a Party may choose to appeal certain arbitration awards as described



below. Any motion or action to confirm, vacate, modify, or otherwise enter judgment on the award shall comply with the Jurisdiction, Venue, and Governing Law provision of this Agreement. Further, to the fullest extent allowed by law, any Party seeking to enforce an award of an arbitrator(s) shall submit the award under seal to maintain protections of confidential information, and the Parties hereby agree and consent to the filing of such a submission, motion, or order under seal.

- The arbitrator(s) will have no authority to award punitive damages, except where an applicable law or statute expressly requires otherwise.

In addition to the foregoing and notwithstanding the rules of JAMS, certain procedures will apply depending on the amount in controversy. For Disputes in which the amount in controversy is less than \$1,000,000.00 (one million dollars), the following procedures will apply absent mutual written agreement of the Parties to the contrary:

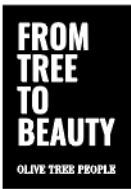
- The arbitration will occur within 180 days from the date on which the arbitrator is appointed and will last no more than five business days.
- There will be one arbitrator selected from the panel provided by JAMS, using the JAMS rules for arbitrator selection.
- The arbitrator shall institute discovery consistent with the goals of arbitration. Discovery and disclosure of information will be conducted under the rules provided by JAMS to achieve the usual goals of arbitration, including cost effective and efficient resolution of disputes between Parties, but in no event shall, the Parties be entitled to discovery rights greater than provided by the Federal Rules of Civil Procedure.

For Disputes in which the amount in controversy is equal to or exceeds \$1,000,000.00, the following procedures will apply absent mutual written agreement of the Parties to the contrary:

- There will be three arbitrators selected from the panel provided by JAMS, using the JAMS rules for arbitrator selection.
- The Parties will be entitled to, and limited by, all discovery rights permitted by the Federal Rules of Civil Procedure.
- The Parties will be entitled to appeal any arbitration award to an Appeal Panel under the JAMS Optional Arbitration Appeal Procedures. The Parties agree to request oral argument for any appeal filed under the Optional Arbitration Appeal Procedures.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES (INCLUDING THE RELATED PARTIES) AGREE THAT EACH PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM IN THAT PARTY'S INDIVIDUAL CAPACITY ONLY AND NOT AS A CLAIMANT, PLAINTIFF, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE JAMS RULES, THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO HEAR THE PARTIES' DISPUTES ON A CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE BASIS, AND, ACCORDINGLY, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES AND MAY NOT OTHERWISE PRESIDE OVER ANY PROCEEDING ON A NON-INDIVIDUAL BASIS EXCEPT WITH THE WRITTEN CONSENT OF ALL PARTIES TO AN ARBITRATION PROCEEDING.

IF A COURT OR ARBITRATOR DECIDES THAT ANY PART OF THIS AGREEMENT TO ARBITRATE CANNOT BE ENFORCED AS TO A PARTICULAR CLAIM FOR RELIEF OR REMEDY (SUCH AS INJUNCTIVE RELIEF), THEN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT CLAIM OR REMEDY (AND ONLY THAT CLAIM OR REMEDY) MUST BE BROUGHT IN COURT AND MUST BE STAYED PENDING ARBITRATION OF THE ARBITRABLE CLAIMS AND REMEDIES. THE PARTIES FURTHER AGREE



THAT IF SUCH STAY IS LIFTED, UNLESS PROHIBITED BY APPLICABLE LAW, SUCH CLAIMS SHALL BE LITIGATED IN ACCORDANCE WITH THE JURISDICTION, VENUE, AND GOVERNING LAW PROVISION OF THIS AGREEMENT.

The Parties understand and agree that the Company has valuable trade secrets and confidential information. The Parties agree to take all necessary steps to protect from public disclosure such trade secrets and Confidential Information in any proceeding pursuant to this Individual Arbitration Agreement.

Except as provided below, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter has been submitted and determined as provided here, and then only for the enforcement of such arbitration award. Notwithstanding this Individual Arbitration Agreement, any Party may apply to a court of competent jurisdiction as necessary to enforce an arbitration award, or to seek a temporary restraining order or temporary or preliminary injunction to ensure that the relief sought in arbitration is not rendered ineffectual during the pendency of, or after the rendition of, a decision in any arbitration proceeding. Notwithstanding anything to the contrary herein, to the extent a Party contests the jurisdiction of a state or federal court to preside over claims for a temporary restraining order or temporary or preliminary injunctive relief as described above, the court in which such claim is made shall have exclusive jurisdiction to determine whether it has jurisdiction to preside over and rule upon a Party's request for the court to issue a temporary restraining order or temporary or preliminary injunction. The institution of any action shall not constitute a waiver of the right or obligation of any Party to submit any claim seeking relief other than that provided in this paragraph to arbitration.

Company shall reimburse Applicant for all filing, administration, and arbitrator fees associated with the arbitration proceedings commenced pursuant to the provisions of this Individual Arbitration Agreement. Notwithstanding the foregoing sentence, to the fullest extent permitted under the law, Applicant shall be responsible for any and all additional fees and costs incurred in the arbitration, including, without limitation, their attorney and expert witness fees and costs.

Bellwether Arbitration Procedures: Notwithstanding any provision of the JAMS Rules, these bellwether procedures shall be used when more than 10 arbitration cases pending at the same time present substantially similar or overlapping allegations of fact or law. Notwithstanding anything to the contrary provided herein, a court of competent jurisdiction, and not JAMS or an arbitrator, shall resolve any dispute over whether these bellwether procedures apply to any group of claims.

The Parties recognize and agree that a large number of arbitration cases with similar allegations will impose excessive transaction costs regardless of the cases' merit or lack of merit. The Parties also recognize and agree that it is logistically difficult or impossible to arbitrate simultaneously large numbers of substantially similar cases. The Parties therefore agree to use bellwether litigation procedures similar to those that courts use in mass-tort cases, based on the judiciary's experience that, after one or a few cases are tried to verdict, most or all of the other cases settle or otherwise resolve themselves.

The Parties thus agree that, to the maximum extent permitted by law, no more than 10 cases/arbitrations will be active at any one time. All remaining cases will be stayed, with the statute of limitations tolled. The Parties understand and agree that if these bellwether arbitration procedures apply, then adjudication of the Dispute may be delayed. Unless the Dispute resolves in advance, and notwithstanding anything to the contrary herein, the arbitrator(s) shall render their final and binding decision in any Dispute subject to these bellwether procedures within 180 days of the initial pre-hearing conference.

As soon as one of the original active cases is resolved (by decision, settlement, or otherwise), a stayed arbitration shall replace it on the list of 10 active cases/arbitrations. Except as provided below, cases shall be placed on or moved to the active list in the order in which demands for arbitration are first received. Until a case is on or is moved to the list of 10 active cases, the sum any Party paid to initiate a case shall be refunded, and no Party shall have any obligation to pay any JAMS or arbitrator fees.



If Applicant claims exceptional hardship from any delay pursuant to this bellwether procedure, Applicant may petition Company to waive the 10-case limit for that case. If the Company does not agree, the Applicant may petition JAMS to place the case/arbitration on the list of 10 active cases, on the ground that delay will impose exceptional hardship. If JAMS finds exceptional hardship and grants the petition, JAMS shall (based on its determination of relative hardship) remove one other case from the list of 10 active cases/arbitrations and place it at the head of the list of stayed cases. Under no circumstances shall JAMS place more than 10 cases/arbitrations into active status. If more than 10 hardship applications are granted, JAMS shall determine which 10 cases/arbitrations shall proceed first, based on its determination of relative hardship.

Applicants who do not want to be subject to this Individual Arbitration Agreement may opt out by notifying the Company in writing of their desire to opt out within thirty (30) days of Applicant's execution of the Individual Arbitration Agreement. Acceptable forms of notice include sending an email to compliance@oliveda.com or by sending a letter dated and signed by the Applicant to the following address:

Olive Tree People Inc.

401 Wilshire Blvd., 12th floor,

Santa Monica, CA 90401

Either email or letter must clearly state the Applicant's name and the intent to opt out of this Individual Arbitration Agreement.

Company reserves the right to terminate the Agreement of any Applicant who chooses to opt out of the Individual Arbitration Agreement.

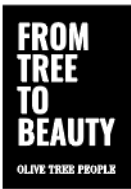
Notwithstanding anything to the contrary in the Agreement, any amendment by Company to this Individual Arbitration Agreement shall take effect only upon an Applicant's express agreement to such amendment. An Applicant may indicate agreement to such proposed amendment by following the instructions accompanying the proposed amendment. Company may terminate the Agreement of any Applicant who does not agree to a proposed amendment to the Individual Arbitration Agreement within thirty (30) days after notice of the amendment is provided. Any such amendment shall apply to all claims or other Disputes brought by the Parties on or after the effective date of the amendment, regardless of the date of occurrence or accrual of any facts underlying such claims or Disputes.

If any provision of this Individual Arbitration Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Individual Arbitration Agreement will remain in full force and effect.

SECTION 21: JURISDICTION, VENUE, AND GOVERNING LAW.

Except as provided herein, and to the fullest extent permitted under applicable law, jurisdiction and venue of any other matter or Dispute not subject to arbitration shall reside in the state in which the Applicant resides, unless the laws of the state or province in which Applicant resides expressly require otherwise.

Except as provided herein, and to the fullest extent permitted under applicable law, the Agreement is to be construed in accordance with and governed by the laws of the law of the state in which the Applicant resides, without regard to its choice of law principles, except that, as applicable, the Federal Arbitration Act ("FAA") shall govern the arbitration and Individual



Arbitration Agreement without giving effect to any state law to the contrary.

SECTION 22: CLASS ACTION WAIVER.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES (INCLUDING THE RELATED PARTIES) AGREE THAT EACH PARTY MAY BRING CLAIMS AND DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING, INCLUDING, WITHOUT LIMITATION, SUCH PROCEEDINGS BROUGHT IN FEDERAL OR STATE COURT.

SECTION 23: MISCELLANEOUS

A. Waiver

OTP's waiver of a Waterless Beauty Consultant's breach of any term of the Agreement must be in writing and shall not be construed as a waiver of any subsequent or additional breach. Failure by the Company to exercise any right or privilege under the Contract shall not be deemed a waiver of that right or privilege.

B. Written Form. Changes or additions to these Company guidelines must be in writing. This also applies to the lifting of the writing requirement.

C. Litigation and Claims. In order to protect OTP, its assets and reputation from claims or disputes by outside third parties (non-Waterless Beauty Consultants), the Company requires that if a Waterless Beauty Consultant is found to have violated any proprietary right of any outside third party (who is not a Waterless Beauty Consultant), is accused as a result of any of the Company's property or if any claim or legal proceeding is brought against a Waterless Beauty Consultant in connection with business conduct or any other action that directly or indirectly adversely affects the Company, its reputation or any of its tangible or intangible assets at risk, the affected Waterless Beauty Consultants shall notify the Company immediately. The Company may, at its own expense and within a reasonable time, take whatever action it deems necessary (including but not limited to reviewing any related litigation or settlement) to strengthen the Company, its reputation and its physical and protect intangible property.

D. Force Majeure. The parties to this Agreement shall not be responsible for any failure or delay in the performance of any of its obligations herein as a result of acts of God, flood, fire, war or acts of subversion.