

#### Welcome to Jordan Essentials Policies and Procedures Guide

February 2023

A healthy home has a healthy reliable set of rules and ways to conduct your business. The rules are in place to ensure you know your rights, limitations, and the corporate position on issues. It is the responsibility of the Independent Consultant to read the Policy and Procedures and abide by them while he/she is an active Independent Consultant.

It is also your responsibility to keep these materials updated and current. We provide the JE University (<a href="www.jeuniversity.com">www.jeuniversity.com</a>) where you can retrieve the most recent documentation from your Online Business Center.

#### **MISSION STATEMENT**

We believe our products are more than skin care; we care about the whole person's well-being. We have real skin care solutions for Healthy Skin - Healthy Life.

#### **VISION STATEMENT**

We believe that earning an income is essential to helping individuals and families not only survive in today's economy but also thrive. Jordan Essentials is natural, healthy skincare products and a direct sales opportunity second to none.

#### **VALUE STATEMENT**

We believe that inside every one of our Consultants there is a greatness that leads to a successful lifestyle.

We believe that helping people have healthy skin and a healthy life is the most rewarding career in the world.



#### **JORDAN ESSENTIALS 10 CORE VALUES**

- 1. Do unto others as you would have done unto you.
- 2. Work as a team.
- 3. Nurture and Respect your fellow Jordies and team members.
- 4. Pay it forward. As people help you, help others.
- 5. Love what you do and have fun.
- 6. Embrace positive change. As a growing national company, we will have change. Share ideas, support growth and work as an adaptable team member.
- 7. Be a learner. Be a learner in all areas of your life and by becoming a better person you make your environment better too.
- 8. Embrace personal development.
- 9. Uplift others with words, deeds, and actions. Speak with positive words of encouragement at all times.
- 10. Shine humbly with a grateful heart. We are proud to be a Made in the USA company. We are blessed with an amazing company, product line and opportunity to make a difference for people across the nation. Let your talents shine as an example of success and partnership with Jordan Essentials.

Let's begin! Note: For simplicity, the pronouns "she" and "her" are used, however, policies and procedures apply to both male and female Consultants.

If you have any questions regarding any policy or rule that your sponsor cannot answer, do not hesitate to seek an answer from anyone in your upline or the company's home office. Log into your back office and submit a support ticket for your easy-button support.



**SECTION 1:** CONSULTANT DEFINITIONS, PARTY TYPES, HOST REWARDS, AND ONLINE BUSINESS RESOURCES

SECTION 2: ONLINE ADVERTISING, MARKETING, AND PROMOTION

**SECTION 3: PRODUCT GUARANTEES AND RETURNS** 

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# Section 1: CONSULTANT DEFINITIONS, PARTY TYPES, HOST REWARDS, AND ONLINE BUSINESS RESOURCES

#### **Definition of Active Jordan Essentials Consultant**

The term Jordan Essentials (JE) Independent Consultant or "Consultant" includes all levels in our compensation plan of active Consultants. For purposes of this document we will use Independent Consultant or Essential Consultant unless otherwise noted.

- Must be at least eighteen (18) years of age
- Maintain Active Status in Good Standing
- Jordan Essentials' Consultant Application and Agreement completed
- Approved as an Independent Consultant by Jordan Essentials
- Read, understand, and agree to be bound by Jordan Essentials' Policies and Procedures and the Jordan Essentials' Marketing Plan

Has a right to work in the United States



#### **CONFLICT OF INTEREST**

Success Coaches (Director Level and higher) cannot be a Consultant for or represent or advertise/ promote another competing product, product line, MLM or Direct Selling organization. This includes promoting of another product or business opportunity. Promotion of said materials including photos, verbal, written, social media, and mailings or at local events or spa parties are prohibited. The Leader will be contacted by the Code Compliance committee and may have her account frozen. Non-compliance will result in the loss of her team and possible termination of her distributorship.

Jordan Essentials does not allow any rank of consultant to participate in a directly competing product line/company. Consultants, below the Director level, may participate in a company with a non-competing product line such as clothing or jewelry.

Any Jordan Essentials Consultant may not cross recruit or offer a business opportunity from another company to any Jordan Essentials' Consultant. In doing so it will be considered cross recruiting or cross selling and may be subject to disciplinary actions or termination.

A Consultant's household can have only one Independent Consultant status per married couple.

#### Status as an independent contractor - Claims of Employment

Consultants are not agents, employees, or legal Consultants of Jordan Essentials or any other Jordan Essentials' entity. Consultants will not represent in any manner that they are agents, legal Consultants, or employees of Jordan Essentials or those of its related entities. Consultants have no authority to legally bind Jordan Essentials or its affiliates, officers, directors or employees.

Consultants must be at least eighteen years of age and thus of legal age in the state of their residency. Consultants are independent contractors, responsible for their own business activities and are solely responsible for the payment of income tax, Social Security tax, and all other applicable taxes. If you are an employer, your personnel will not, for any purpose, be considered employees or agents of Jordan Essentials. You shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and Social Security contributions), workers compensation payments, and disability benefits in compliance with all other laws applicable to employers.



#### **ACTIVE CONSULTANT STATUS QUALIFIER**

**Active Consultant:** To be considered active, a Consultant must maintain their \$10.00 website technology fee. Active Consultants are new in their first 3 months with the website technology fee included in their enrollment.

You must be an active Consultant in order to be able to login and place orders in your back office.

**Inactive Consultant:** Consultants without a website/technology fee or who have been terminated by choice or from the company are inactive.

Consultants who become inactive will roll over to customer status and all customers will roll up to the sponsor above them. Inactive Consultants must wait a minimum of 6 months before they can enroll as a new Consultant and purchase an enrollment kit.

Inactive Consultants who rejoin do not maintain any previous title or downline Consultants. By rejoining they are eligible for JumpStart rewards. Inactive Consultants can join under any active Consultant as their sponsor.

Inactive Consultants may also opt to re-join at any time with a \$25 reactivation fee and the \$10 website/technology fee. Reactivation is under the same sponsor/upline, does not offer the kit purchase option or Jump Start rewards. Re-joining Consultants do not have previous customer or downline restored and begin at the title of Essential Consultant. Consultants may only use the rejoin option one time.

Consultants with no sales and no website fee are compressed up to their sponsor as a customer between the 7th and 15th of the 2nd month following no website fee. Example: If a Consultant has no sales and has not paid a website fee in July, they will be compressed in September. Prior to the compression, emails and phone calls will be made in an attempt to reach the Consultant.



**Leadership Title Maintenance Star 3 and higher levels:** Must meet all Active Consultant qualifications plus achieve their Career Title once per 6 months.

Leaders (Star 3 and above) who are not paid at title for six consecutive months will drop down one level every 6 months.

**Diamond and Higher**: Must meet all Active Consultant and must qualify "paid as" Director or higher every rolling six months and paid as title level one time annually. Example: Kim is a Diamond Director in May. She does not achieve a paid as title of Director in 6 months she will become a Director in month 6.

Sarah is a 2 Diamond Director and she is not paid as a Director or higher in 6 months, she will become an Associate Director in the 6th month.

#### **DOWNLINE ANNUAL POLICY**

To keep any downline, Consultants must have a minimum of \$400 PV in a rolling 12-month period. If they fail to meet this requirement in any 12-month period, they will have their team reassigned to their sponsor. The Consultant may remain a Consultant in good standing as long as their website/technology fee is paid current.

Once a downline has been moved, it cannot be reversed.

#### **CONSULTANTS WHO WENT INACTIVE, BUT JOINED PRIOR TO AUGUST 2017**

Prior to August 2017, Jordan Essentials' policies did not require one order in a 12 month period to remain active. Consultants who joined prior to August 2017 and went inactive may contact the home office to be placed back into their sponsor's downline without repurchasing the kit. In this case, the Consultant will maintain their previous Consultant number and be required to meet all active status qualifications set forth after August 2017. They are not eligible for any new Consultant benefits. **Consultants may only be reinstated one time.** 

Alternatively, inactive Consultants can rejoin by purchasing the Business Builder Kit. In this scenario, the Consultant will receive a new Consultant number and be eligible for all new Consultant rewards as outlined in the JumpStart program and be considered a new Consultant/recruit for their sponsor.



Inactive Consultants who become active again or who rejoin do not maintain any previous title or downline Consultants.

#### SPONSORSHIP CHANGES

Inactive Consultants who have not been active in 6 months may choose a new sponsor. Consultants who are active may not choose or be reassigned to another sponsor and must remain in the genealogy placement that was original to them.

#### NAMING YOUR INDEPENDENT CONSULTANT POSITION

The name of a Consultant position is determined by the name identified on the Consultant Agreement, usually a person's first and last name. Consultants may not use the name of Jordan Essentials without adding their name and status with the company; for example: Kim Smith, Jordan Essentials Consultant. No other name may be used in conjunction with a Consultant's business.

# IDENTIFYING THE RELATIONSHIP BETWEEN CONSULTANT, ASSOCIATION, OR TRAINING CENTER AND JORDAN ESSENTIALS

Subject to the advertising and promotion section contained herein, a Consultant or association may utilize the Jordan Essentials name when referring to a Consultant business or association provided that the Consultant's status appears immediately next to or below the name of the Consultant or association. The complete name must be used at all times in connection with Jordan Essentials-related activities (including the creation of a corporate name or D.B.A., hotel reservations, Chamber of Commerce listings, etc.). Use of the Jordan Essentials' name or branded phrases such as "Healthy Skin Healthy Life" or "Joyful Jordan Box" by an individual or group of Independent Consultants without properly identifying themselves as such is strictly prohibited. This includes email and Facebook pages. Examples of incorrect use: jordanessentials@gmail.com, Jordan Essentials – simply the best on Facebook. Correct use would be Kim Smith, Jordan Essentials Consultant.



#### **PARTY TYPES & RETAIL PARTY SALES**

#### What counts toward Retail Party Sales?

- Customer orders that are placed on the party, not including the \$5 monthly customer special.
- A Host may place an order as a party guest and that order will count toward the Retail Party Sales.

Host Reward Credits, including Half-Price items, \$5 customer specials, Booking Rewards, and Monthly Host Specials do NOT count toward the Retail Party Sales.

What items are non-commissionable? (Meaning they do not count toward your PV for commissions, points, or rewards.)

- The \$5 Monthly Customer Special
- The Monthly Host Special
- Host Rewards, including free and Half-Price Items earned
- Booking Rewards

#### What types of parties are there and which parties qualify for Host Rewards?

**JORDAN PARTY AT HOME:** Also referred to as a party, a Jordan Party at Home is an event usually held in a Host's home with her friends and family in attendance where a Consultant shares Jordan Essentials products and opportunities. To be eligible for host rewards, the party must have a minimum of \$200 in Retail Sales and 3 customer/guest orders.

**JORDAN PARTY ONLINE**: Also referred to as a Facebook Party, Jordan Parties Online involve a host and a virtual presentation of Jordan Essentials' products and opportunities by a Consultant. Facebook Parties are held online at a scheduled time and can include product posts, pre-recorded videos, live presentations as well as games to be played with the guests. To be eligible for host rewards, the party must have a minimum of \$200 in Retail Sales with 3 customer/guest orders.

Consultants may also host their own Jordan Parties at Home or Jordan Parties Online at any time. For more information on Jordan Parties at Home and Jordan Parties Online, go to Jordan Party Training in JE University.



**LAUNCH PARTY:** New Consultants can host a LAUNCH Party as their first Jordan Party and enjoy the host rewards and JumpStart rewards. To be eligible for host rewards, the party must have a minimum of \$200 in Retail Sales and 3 customer/guest orders.

**MYSTERY HOST:** This is a party where various people are invited or orders are collected by various people and one of the guests enjoys the host credit. Consultants submit the collected orders as a *Party* and give the host rewards away. Rewards are earned when the party reaches a minimum of \$200 in Retail Sales with 3 customer/guest orders.

**CATALOG SHOW/PARTY TO GO/JORDAN PARTY TO GO:** A host collects orders and shares information about JE products with her friends and family. They typically share catalogs and order forms and/or an online party link. To be eligible for host rewards, the party must have a minimum of \$200 in Retail Sales with 3 customer/guest orders.

**VENDOR EVENTS:** Vendor events, craft fairs or organized events are not considered a party. They are Vendor Events and may be registered under the Party Portal as an EVENT and receive host reward credits and half-price items. They do not receive booking rewards or VIP \$50 Shopping Credits.



#### Host Rewards Chart (See current catalog for rewards.)

To be considered a qualified party, a party must have a minimum of \$200 in sales and three customer/ guest orders. The host order, excluding her host awards order, may be counted as one of the three orders. Consultants may not place orders on parties to quality as one of the three orders.

If the Consultant is the host, such as in a launch party, their host order, excluding the host award order, may be counted as one the three orders.

If a customer places an order that was intended to be on a party but does not attach it to that party, the customer needs to contact customer service directly and request the order be moved to the party. Due to privacy policies, Consultants may not request the move on behalf of the customer.

# For parties eligible for Host Rewards, hosts receive the following benefits based on the Host Rewards Chart:

#### **Free Products**

Value of free product credit earned is based on Retail Party Sales.

#### **Half-Price Sales Volume Bonus**

The Number of Half-Price items earned is listed on the Host Rewards Chart and is based on Retail Party Sales. Half-Price items must be redeemed on the Host Award Order prior to the party closing. The Half-Price item(s) will not add to the party total and is not commissionable. Hosts can select any item or bundle in the catalog as their Half-Price reward.

#### **Monthly Host Special**

Hosts with \$500 or more in Retail Party Sales can select to receive the Monthly Host Special for free.

#### **Half-Price Booking Bonus**

Hosts will earn a Booking Bonus Half-Price Coupon for EVERY party that is booked from their party when the following requirements are met:

1. Their party qualifies with \$200 in Retail Party Sales.



- The bookings are entered on the original party before it closes. Vendor Events do not count as a booking. Bookings must be with a host who intends to hold an in-home, online, or catalog party.
- 3. The booked party reaches \$200 in Retail Party Sales.

Booking coupon codes can be redeemed online through a Consultant's Personal Website, and in the Product Sales Catalog if the Consultant is placing the order. To redeem the coupon code on a party, it must be entered as an order through the Party Link/Party URL. It cannot be redeemed through the party portal in the back office.

#### **Shipping on Host Award Orders**

Host orders will be assessed shipping fees per the shipping chart.

#### **CONSULTANTS ACTING AS HOSTS**

Consultants are eligible for all host rewards when they host a party, with the exception of the Book 2 VIP \$50 Host Shopping Spree. The VIP Shopping Spree can be earned by New Consultants if they hold their launch party within their first 40 days. Their launch party must have 2 bookings that reach \$200 or more in qualified sales within 60 days of the launch party. There is a maximum of one VIP Shopping Spree Coupon per New Consultant.

In order to qualify for Half-Price Booking Rewards, a Consultant may be the original host, but they cannot list themselves as a booking. Consultants cannot at any time list themselves as a booking to receive booking rewards for themselves or another host.

#### Moving of Customer Order to a Party

If a customer placed an order and did not use the party link, the customer may request the order be moved to the open party. The original intent from the customer must be sent in a timely fashion (customercare@jordanessentials.com) and shipping will not be allowed to change.

A customer can also cancel their order and place it on the proper link if additional changes are needed.

The Consultant may not make the request for the customer. Closed parties cannot have any movement of orders.

#### **Host and Customer Specials**

Host and Customer Specials are valid for the current month only. If your host or customer wants the special for the current month, the party must be closed in the current month.



For example, if a customer or host wants the November specials, the party must be closed in November. If the party is closed in December, the December specials will be given.

(If a customer pays for a party order with ship to host/customer, the party must close that month to honor those specials. If the party will not close, we suggest the guest place their order through the party link and ship direct to customer.)

#### **ONLINE BUSINESS RESOURCES**

All Jordan Essentials Consultants receive access to an Online Business Center as long as they remain active. Login information is emailed to Consultants when they enroll. Go to <a href="https://www.jordanessentials.com">www.jordanessentials.com</a>, click on Consultant Login and enter your Consultant ID and password to place orders, submit parties, and view information related to your business.

Active Consultants also receive access to Jordan Essentials University, also known as JE University or JEU. JEU is a free training site where Consultants can access tips, tutorials, monthly specials, and marketing resources for their business.

#### WEBSITE/TECHNOLOGY RENEWAL

The web/technology subscription is provided for all Jordan Essentials' Consultants is included in their enrollment package for the first 3 months in the company. You may continue to enjoy the website/technology after the initial three free months with a subscription of \$10.00 per month. The website/technology subscription is not prorated. The subscriptions are processed monthly beginning the 4th month after Consultant enrollment date. This renewal is automatic unless cancelled. Cancelling your website/business center subscription will terminate your agreement and you will be automatically converted to a customer under your sponsor and your customers and any team members will roll up to your sponsor as well. This cannot be undone.





# Personal Website

Feature	Basic	pro
View Rank Progress	Ø	$\sqrt{}$
View profiles of specific Consultants and Customers; communication history, their activity timeline and other details	Ø	V
Graphical Downline Report for viewing genealogy information		
View Order Summary with graphs and recent orders	Ø	
View commission and earnings information in detail		V
Receive messages through Email, SMS, Twitter & Facebook	Ø	
View new messages		
View corporate and upline calendar items		
Send messages to lead groups		
View downline summary with graphs and latest enrollments		
Send messages to groups or individual Consultants and/or Customers		V
Manage personal contact groups of Consultants and Customers		
Find specific Consultants in your organization through an organization search		V
Downline Report - view a report of your organization		
View videos and presentations		
Share videos and presentations to contacts		
Video and presentation prospecting page		V
View business alerts and social network feeds		V
Send new messages		V
Unlimited personal calendars		
Upload personal and business events		V
Share your calendar with your organization as well as store and manage prospects/leads		V
2+2+2 Follow up		



### Section 2: Online Advertising, Marketing and Promotion

All online advertising, marketing, and promotion are to be done in a truthful manner and not perceived as deceptive. Jordan Essentials will be the final determiner if an ad is deceptive or harmful, regardless of intent.

You cannot add any sales banners or website links to personal replicated website.

#### YOUR WEB STORE—REPLICATED WEBSITE:

You have been supplied with a replicated website for free for your first 3 months in business. After the first 3 months, the monthly cost is \$10.00. The system will automatically process the payment used for your enrollment as the payment for your website unless the recurring order is deactivated.

A replicated website means the site is hosted by Jordan Essentials and allows you to have a web store and personal home page. You are responsible for the content of Consultant Information page. Your page may be discontinued due to inappropriate content and may not have the content or information of any other direct sales company or opportunity. This site is the only authorized site to sell your Jordan Essentials products.

#### **UNSOLICITED E-MAIL SPAMMING/MASS E-MAILING:**

You are not allowed to transmit mass, unsolicited emails to promote Jordan Essentials, its products or the business opportunity to people you do not know or who have not given you permission to contact them. You are allowed to add customers and contacts to your list when they have given you permission.

#### **INTERNET PRIVILEGES:**

Internet privileges provided by Jordan Essentials to its Consultants are discretionary and proprietary. These privileges include being listed as an active choice on the Consultant Locator area of the corporate website, allowing customers to make internet purchases from any Consultant which meets eligibility requirements.



Additional features of the JE Online Business Center and JE University include:

- Subscription to the company news
- Access to the document library
- Online order center
- Access to down-line reports and genealogy
- Access to sales literature and sales tools
- Corporate training

#### **Lead Locator:**

Active web subscriptions at \$10.00 per month will allow customers to find their Consultants web store by searching their Consultant's name.

From time to time a person who doesn't have a Consultant will go to the <a href="https://www.jordanessentials.com">www.jordanessentials.com</a> main site to shop or look for a Consultant. That person will go to the group that has been designated for the time frame to receive those leads. It is the discretion of Jordan Essentials to set the company lead system. The guidelines for the lead system may change from time to time.

Find a Consultant: Guests can find a Consultant using the Consultant Finder feature.

**Search by name:** This option has all of our Consultants who have a web subscription (paying \$10.00 a month) or new Consultants in their first three months. The assumption is your customer knows your name. The first three letters of your first and last name are required for searching.



#### **Special programs, promotions, AND ACHIEVEMENT AWARDS:**

Jordan Essentials may from time to time establish special programs or promotions. The Consultant must meet the requirements of that program to receive the promotion. JE reserves the right to substitute a like item.

Recipients of special achievement awards designed to be awarded at the annual convention must be present at Jordanvention to receive rewards.

#### **Manipulation of Achievement Awards:**

Bonus buying or fabricating orders or new Consultants is strictly prohibited. JE reserves the right to audit all incentive and commission programs to ensure that rank advancement, incentives, prizes, commission, and/or bonuses were driven by bona fide product purchases by end user consumers. Manipulating Business Policies or misrepresenting Jordan Essentials may result in the loss of earnings and awards and potentially lead to the termination of your Consultant Agreement.

#### **Promotion Pinning Qualifications:**

Consultants who promote to Star 3 or higher for the first time will receive a Career Title pin in the mail to congratulate them on their achievement. Pins are mailed out once a month to recognize promotions from the previous month.

Those who promote to Star 3 or higher for the first time are also recognized at our annual convention. They will walk across the stage based on their Career title. You must attend Jordanvention to receive this recognition. The recognition will be based on the highest title you achieved in the convention year as long as you still hold that title as of July 1.

For example, if Susan promotes to Star 3, then Associate between July 1, 2019, and June 30, 2020, and she still has the Career Title of Associate as of July 1, 2020, she will receive recognition for promoting to Associate Director at Jordanvention.

If Susan promotes to Associate Director for the first time in September, but demotes to Star 3 in May and does not repromote to Associate by July 1, Susan would not be recognized as an Associate at convention, because she did not hold the title as of July 1.

If Susan does repromote to Associate after Jordanvention and holds that title the next year, she must submit a request for recognition to customercare@jordanessentials.com no later than June 1 in order to receive convention recognition since the system does not track demotions or who had an opportunity to walk at a previous convention.



An email to customer care is also required if you promote to a new level, but demote to a lower level that is still higher than you have been recognized at a previous convention. If you believe you fall into this situation, you must email customer care no later than June 1 and your promotion and career title will be reviewed.

Recognition requests will not be accepted after June 1.

#### **Endorsement of special interest groups, organizations:**

Consultants are free to endorse, support, and participate in any lawful group, cause, or organization of their choosing, and may do so in connection with their Jordan Essentials business as long as they represent themselves as an Independent Consultant. A Consultant may sponsor individuals or teams (e.g., youth sports teams, softball teams, soccer, etc.). However, with respect to such sponsorships, only the Consultant logo may be used. Usage must be within the guidelines as established "Advertising and Promotion" section of the Policies and Procedures.

#### Advertising and promotion:

Jordan Essentials encourages its Consultants to promote Jordan Essentials' products and the Jordan Essentials' Opportunity. The following rules provide a positive guide for all Consultants to promote ethical marketing practices and to avoid jeopardizing the integrity and reputation of Jordan Essentials and its Consultants.



# USE OF JORDAN ESSENTIALS AND/OR ITS SUPPLIERS' NAMES, LOGOS, OR TRADEMARKS:

Consultants understand and agree that they will not use the Jordan Essentials' name, trade names, logos, copyrighted material, trademarks, or service marks (the proprietary materials) of Jordan Essentials or any of Jordan Essentials' related entities. Unauthorized user duplication of the proprietary materials is strictly prohibited and subject to penalties under law. Unauthorized use is subject to revocation at the sole and absolute discretion of Jordan Essentials.

Do not use the official Jordan Essentials logo or official corporate property for any reason to promote the business without identifying yourself as an Independent Consultant. Any advertising that implies you are the corporate entity will need to be removed immediately.

Consultants are given approval to use the official Jordan Essentials Independent Consultant logo only for limited use on business cards, letterhead, envelopes, flyers and print advertising that conform to the DSA Code of Ethics Section A. Paragraphs 1, 2, & 5 which are copied below.

#### 1. Deceptive or Unlawful Consumer or Recruiting Practices

No member company of the Association (ex. Jordan Essentials) shall engage in any deceptive, unlawful or unethical consumer or recruiting practice. Member companies (ex. Jordan Essentials) shall ensure that no statements, promises, or testimonials are made which are likely to mislead consumers or prospective salespeople.

#### 2. Products or Services

The offer of products or services for sale by member companies of the Association (ex. Jordan Essentials) shall be accurate and truthful as to price, grade, quality, make, value, performance, quantity, currency of model, and availability. A consumer's order for products and services shall be fulfilled in a timely manner.

#### 3. Identification and Privacy

Sellers (ex. Independent Consultants) shall truthfully identify themselves, their company, their products, and the purposes of their solicitation to the prospective customer. Contact with the consumer shall be made in a reasonable manner during reasonable hours to avoid intrusiveness. A demonstration or sales presentation shall discontinue upon the request of the consumer.



The above paragraph states that you can use the Consultant logo on your flyers and/or advertisements. In addition to the DSA Code of Ethics, the Federal Trade Commission does not allow unsubstantiated earnings claims.

If the official Jordan Essentials' Consultant logo is not used on business cards, letterhead, envelopes, and flyers, then the Consultant must clearly identify herself/himself as a Jordan Essentials Independent Consultant.

The above paragraph states that it is not necessary to use the Jordan Essentials Independent Consultant logo if clear identification as an Independent Consultant is used on all printed materials.

Additionally, Consultants may not create for sale any sales tools, ad specialty, novelty items, or promotional materials (such as t-shirts, key chains, coffee mugs, car decals, banners, or any other similar type items) in connection with their Jordan Essentials' business. Special permission may be granted to Directors for team and training events to use the Jordan Essentials' name (not logo) when requested in writing prior to the event. Occurrences will be limited and approved on a per case basis at the sole discretion of the Corporate Office Management Team.

# MEDIA INQUIRIES AND PERSONAL APPEARANCES BY INDEPENDENT CONSULTANTS AND CONTRIBUTION TO UNCOMPENSATED MEDIA:

All media relations must be coordinated through the Jordan Essentials' Marketing Department. Any Consultant who is contacted by the media or wishes to contact media must first contact the Jordan Essentials Marketing Team before taking any action and/or issuing a statement. Any communication with TV, radio, and print media should first be approved by Jordan Essentials.

#### **ELECTRONIC MEDIA:**

Radio, television, and/or cable advertising must be in conformance with the guidelines contained in the current Policies and Procedures guide and is not permitted without prior review, approval, and written consent of Jordan Essentials. Review of these materials may include, but not be limited to, a judgment of the content, aesthetic quality, and professionalism of the materials as well as ensuring that the independent status of the Consultant is properly set forth. However, Jordan Essentials reserves the right to reject such advertising materials for any reason at its sole discretion.



#### **TELEPHONE PROCEDURES:**

Jordan Essentials prohibits Consultants from answering the telephone in a manner that may give callers a reason to believe that they have reached the corporate offices of Jordan Essentials. Specifically, Consultants are prohibited from answering the telephone by responding "Jordan Essentials" or by using any other form of the Jordan Essentials' name. Use of Jordan Essentials' name in Yellow Pages telephone number listings is also strictly prohibited without the "Independent Consultant" title. Consultants may list their name in the white pages so long as the title "Independent Consultant" accompanies the Consultant name in the listing.

#### **TELEMARKETING AND MAIL SALES PROGRAMS:**

Consultants may not solicit, obtain, train, or instruct customers or Consultants by means of unapproved advertising or literature, nor in connection with another product or opportunity. You may use blind mailing lists to sponsor Consultants provided such use is in conformance with the guidelines contained in the Policies and Procedures manual.

#### INTERNET:

All electronic communications by Consultants regarding their Jordan Essentials' business should be clear, honest, and complete so that the recipient of the communication will know the exact nature of what is being offered. Claims that are untrue, misleading, deceptive, or fraudulent shall not be used. Consultants are required to abide by all applicable laws and regulations regarding electronic communications. Consultants shall not knowingly conduct activities via electronic communications in a market or country where such activities are prohibited by law.

Jordan Essentials' Consultants are prohibited from utilizing unsolicited bulk e-mailed distributions, a.k.a. spamming, cross postings to unrelated or off-topic newsgroups, or any other e-mailed distributions that may be illegal under applicable federal, state or local laws, rules and regulations, to solicit Jordan Essentials' customers or new Consultants. This prohibition includes, but is not limited to, emails that contain unauthorized use of copyrighted material, threatening or obscene material, or materials protected by trade secrets. Fraudulent behavior, including but not limited to, the forwwarding of forum postings or electronic mail, unauthorized use of a third party internet domain name or otherwise misrepresenting a message's point of origin, is forbidden. Harassing or abusing others through the use of email or internet forums is also prohibited. Rude, vulgar, or sexually explicit or inferential language or symbols are not appropriate. Jordan Essentials prohibits this type of language when sending email through the internet to promote the Jordan Essentials' Opportunity or a Consultants Jordan Essentials'



business. The promotion of chain letters or any pyramid or endless chain scheme is strictly prohibited.

Violation of this policy may subject a Consultant to suspension or termination in addition to any damages or penalties provided by law.

#### **ONLINE SALES:**

Jordan Essentials supports and encourages online sales. You may add your link to your online web store to 3rd party hosts such as sites for Direct Sellers. You may not sell directly through 3rd party vendors such as EBay or Amazon. All sales are from Consultant to Consumer.



#### **FACEBOOK:**

Facebook is an excellent way to market your business. You must at all times represent yourself as an Independent Consultant. The use of the corporate name is prohibited without the use of the Independent Consultant or title of the Consultant and their name. Spamming, cross recruiting or prospecting of other Consultants' friends and family members is prohibited. Conduct yourself as a professional at all times.

#### **JORDAN ESSENTIALS FACEBOOK PAGES & GROUPS**

The Jordan Essentials Facebook Business Page located at <a href="https://www.facebook.com/jordanessentials">www.facebook.com/jordanessentials</a>, is for all of the Consultants' family, friends, and downline to enjoy. The purpose is to share ideas, tips, skin care, specials, and to recognize and celebrate. At times a person may come to the fan page and request information about purchasing or joining. They should be directed to <a href="https://www.jordanessentials.com">www.jordanessentials.com</a> to find their sponsor or use the Consultant locator.

Consultants will not be allowed to post their personal data on the Fan Page or advertise on the Fan Page. Fans on the Jordan Essentials' Corporate Fan Page most likely already have a friend or family member that is a Consultant. This policy is a courtesy in the JE family of Consultants.

#### **Jordan Essentials Corporate Facebook Groups include:**

#### JE Consultant Community - www.facebook.com/groups/ieConsultantcommunity

The Jordan Essentials' Consultant Community is a place where Nancy, the Home Office Team, and Consultants share ideas, encouragement, celebration and empowerment. We share current information, tips, reminders, and live broadcasts that are relevant to your business, including Monday Night Live training on the 2nd and 4th Monday of each month. Replays of Monday Night Live are available in the group and in JE University in the Video Library. Consultants of all levels are encouraged to join and stay connected to this group. Share your success stories, testimonies, and ideas because together we are stronger!

For product issues, shipping questions, errors and other customer service needs, please submit a support ticket in your back office. Customer service related posts may be removed since a support ticket is required for the best service in resolving those issues.



#### **Discover JE** - www.facebook.com/groups/discoverje

This group is 100% focused on guests who want to learn more about our company, culture, community and life as a JE Consultant. Consultants are welcome to join and encouraged to invite potential Consultants or guests to this group. In addition to the information shared here by the Home Office Team, Consultants can share testimonies of what they love about our products, programs, and being a Consultant with Jordan Essentials. Questions related to business or customer service should not be posted in Discover JE. Irrelevant or inappropriate posts will be removed.

Consultants should only invite guests to join their team if they personally invited them to the group since guests in Discover JE are typically invited by a JE Consultant. Guests who join the group without a Consultant should be directed to customer support to be added to the lead system. This policy is a courtesy in the JE family of Consultants.

#### **Leader Groups & Focus Groups**

Other Facebook Groups are available for various leadership levels, specific programs, and focus groups. Groups may have an open invitation or may be by invitation only. Violations of ethics, behavior, suspension or investigations may cause a leader to be removed from all groups temporarily or permanently even if they are still an active Consultant.

#### **Facebook Group Etiquette**

JE reserves the right to remove any content that it deems inappropriate and if necessary may block the user from JE Pages and Groups.

Any comments deemed inappropriate, derogatory to the company or a customer service issue that is not necessary for the community will be moved to the Customer Care department staff to help resolve the issue the Consultant is facing.

#### TRANSLATING OUR MATERIALS:

Jordan Essentials appreciates the diversity of our Consultant base and is aware of the need for various language translations of our materials. While we permit Consultants translating any of our materials not currently available in a specific language, we assume no liability for the accurate translation of any published materials. Consultants utilizing translated materials are solely responsible for the correct accurate re-creation of all information and will be held solely accountable for any misrepresentation or inaccurate information distributed. Any expense incurred will be the responsibility of each Consultant. Translated materials may not be sold under any circumstances.



### **SECTION 3: PRODUCT GUARANTEES AND RETURNS**

#### PRODUCT RETURNS/REFUNDS AND EXCHANGES:

Due to the personal nature of our skin care products and commissions paid, returns are limited to the following circumstances.

- 1. CUSTOMER RETURNS AND REFUNDS
- 2. PRODUCT GUARANTEE—RETAIL CUSTOMER RETURNS
- REFUND: A CUSTOMER CHANGES HER MIND OR HAS BUYER'S REMORSE

The federal government requires that every customer who places an order or makes a purchase from you must receive a copy of the Notice of Cancellation found on the back of the Guest Order Form. This gives the customer 3 business days from the time the order form is placed to cancel the order. If a customer does cancel within 3 days and you have already submitted the order to the company, call the Customer Care Department (417-724-9690).

If the purchase was made directly through the internet on behalf of the customer using the customer's credit card, the customer has 72 hours to request a refund in writing for a refund and credit to her card.

## PROCEDURES FOR RETURNS DUE TO A MANUFACTURING DEFECT OR DAMAGE IN SHIPPING:

Products are manufactured guaranteed to be in the condition as promised to the customers with the following conditions. (Once the return is approved, a new product will be sent out for you.)

- 1. Must report within 3 months of purchase and provide an order number.
- 2. Over ¾ of product must remain in the container. If signs of obvious tampering or neglect are present, (. i.e. sun damage, melted or destroyed products )the product will not qualify for an exchange
- If the product is returned within 30 days from purchase, shipping expenses will be covered by Jordan Essentials. After 30 days from the invoice date, shipping fees will be at the expense of the customer or Consultant.
- 4. No returns will be accepted after 3 months of purchase date.
- 5. Shipping and handling is not refundable. The risk of loss in shipping for returned product shall be to the Consultant/customer.

#### PROCEDURES FOR RETAIL CUSTOMER RETURNS FOR PRODUCT EXCHANGES:

In the event a customer wants to return an item after the 72 hour buyer's remorse an exchange can be made within 30 days of original order date.



- 1. All postage and shipping charges are the responsibility of the Consultant/ customer.
- 2. Return product with a copy of the original invoice with ¾ of the product remaining in the container.
- 3. All orders must be accompanied with an Exchange Form found in the JE University located under the Policies and Procedures icon. We encourage all customers to try their products at a home show or with their Consultants before they make their purchase.
- 4. Commissions are paid upon order finalization therefore; refunds for orders are not given after the 3 day buyer's remorse has passed.

No replacement of product will be made if the conditions of these rules listed above are not met.

#### INDEPENDENT CONSULTANT PURCHASES AND REFUNDS

Jordan Essentials Consultants are independent business owners. There will be times when Consultants want to sell excess inventory at a discount.

Consultants may not price any inventory less than 35% of the retail suggested price. If you do, it interferes with the ability of other Consultants to make a living selling the same product. These guidelines must be followed for the health of the Jordan Essentials Community.

Violation of this policy will have one warning. The second violation is termination.

- 1. Consultants may not sell on Ebay or any other 3rd party sites.
- 2. Sale prices may be posted on VIP, closed or private groups. No public posts for personal sales to consumers may be on a public forum. Company items on sale may be shared.
- 3. Inventory prices may not be reduced by more than 35%.

#### **EXCESS INVENTORY PURCHASES AND PRODUCT EXCHANGES:**

Consultants are not required to carry inventory of products or sales tools. Consultants who do so may find making retail sales and building a marketing organization somewhat easier because of the decreased response time in fulfilling customer orders or in meeting new Consultants' needs. Each Consultant must make her or his own decision with regard to these matters. In the event a Consultant should choose to purchase products either for inventory or directly on behalf of one of her or his personal customers, those products may not be returned or exchanged by the Consultant. To ensure that Consultants are not encumbered with excess inventory that they



are unable to sell, such inventory may be returned to Jordan Essentials upon the Consultant's cancellation (terminating their agreement with Jordan Essentials and no longer be an active Consultant again). Products are not in resale condition after 6 months due to the nature of our personal care products. Out of date print materials will not be considered for return. The account will be terminated. **90**% of the retail sale price minus all bonuses and commissions including upline commissions will be deducted and shipping expenses will be the responsibility of the Consultant.

Jordan Essentials strictly prohibits the purchase of products in unreasonable amounts primarily for the purpose of qualifying for commissions, bonuses, or advancement in the Marketing and Compensation Plan. Consultants may not purchase more inventory than they can reasonably resell or consume in one month nor may they encourage others to do so.

#### **PURCHASE LIMITATIONS:**

Consultants residing in the states of Georgia, North Dakota, Indiana, Michigan, and West Virginia are limited to \$495 in Consultant inventory at any given time of all types of products from Jordan Essentials and its related entities during the first six months of Consultant status. Permissible Consultant purchases shall be automatically modified to comply with the exemption requirements set forth in any state's laws regulating business opportunities.

#### RETURN OF INVENTORY AND SALES TOOLS BY A CONSULTANT:

Upon cancellation of a Consultant Agreement (permanently terminating your relationship with Jordan Essentials), the Consultant may return inventory and sales tools for a refund if she or he is unable to sell or use the merchandise. A Consultant may only return products and sales tools purchased by her or him that are in <a href="new/unopened and resalable condition">new/unopened and resalable condition</a>. Once a Consultant has terminated the relationship with Jordan Essentials and requested a return of merchandise for a refund, the Consultant may not apply to become an Independent Consultant with the company ever again.

Upon receipt and acceptance of the products and sales tools, the Consultant will be reimbursed 90% of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back via paper check. The company shall deduct from the reimbursement paid to the Consultant any commissions, bonuses, rebates or other incentives received by the Consultant and her upline that were associated with the merchandise that is returned. This can take up to 4 weeks to process. NO products over 6 months from purchase will be considered in resale condition.

#### PROCEDURES FOR CONSULTANT RETURNS:



Independent Consultants are only eligible for returns of new and unused products and sales tools upon the termination of their agreement with Jordan Essentials. The Consultant will be refunded **90%** of retail minus any commissions, bonuses, rebates, or other incentives paid on the products to be returned. The Consultant may be wise to consider selling the products to the public or keeping for personal use.

Once a Consultant has terminated the relationship with Jordan Essentials and requested a return of merchandise for a refund, the Consultant may not apply to become an Independent Consultant with the company again. We do this to protect the health and integrity of the organization. We cannot allow Consultants to come and go in our organization as per the DSA regulations on Consultant agreements.

- a) All New Consultant Kits, sales tools, products and merchandise must be returned **within 6 months of the original purchase date** by the Consultant who purchased the merchandise directly from Jordan Essentials.
- b) All products to be returned must have a prior return authorization. This may be obtained by calling the Customer Care Department at 877-662-8669.
- c) All returns must be shipped to Jordan Essentials, shipping prepaid. Jordan Essentials does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Consultant. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Consultant to trace the shipment.
- d) Products must be in resale condition as deemed by the Code Compliance officer. By being a part of the Jordan Essentials Company you agree that the Code Compliance Officer's final decision is acceptable when you signed your agreement.

No refund of product will be made if the conditions of these rules are not met.



#### **TURN AROUND TIME STANDARDS:**

New Consultant Kit will ship\* within 1-2 business days from Consultant online application completion.

Product orders and business supply orders ship\* within 7-10 business days from the print date of the order. See your business center for shipping updates.

Party orders ship\* within 7-10 business days from the print date of the order.

Returns process within 10 business days from receipt of return request.

Jump Start Rewards are typically processed weekly.

\* Order shipping times may take longer if there are credit card acceptance issues.

#### **Order Submission & Deadlines:**

All orders must be submitted through your Online Business Center on the Jordan Essentials website. Orders must be received before midnight Pacific Time on the last calendar day of the month to be included in that month's volume and bonus qualification for commissions, incentives and any other specials.

The Company is not responsible for delays in posting due to Internet transmission delays, processing time on the Company's servers, or inability to access the Company website or Virtual Office for any reason.



### Section 4: "CONSULTANT" RIGHTS AND OBLIGATIONS

#### **BEHAVIOR:**

Consultants will operate in a lawful and ethical manner. Consultants will use their best efforts to promote the sale and use of the services and/or products offered by Jordan Essentials to the general public within the areas and parameters designated by Jordan Essentials. Consultants are to conduct themselves in a fair and business-like manner at all times.

Consultants may not log into another Consultants back office for any purpose including but not limited to placing orders. Consultants without access to a computer are welcome to mail or fax orders. Phone orders are not accepted.

Unauthorized use of credit card(s) or other payment method by a Consultant is not permitted and is grounds for immediate termination. Unauthorized use of credit card(s) by a Consultant is not permitted and is grounds for immediate termination.

Consultants shall avoid all discourteous, deceptive, misleading, or unethical practices, including but not limited to any disparaging or derogatory statements about; Jordan Essentials Corporate home offices, the Founder of Jordan Essentials, Jordan Essentials Consultants or any other Jordan Essentials entity.

Consultants who contact the home office and use profanity, raise their voices or make demands will be asked to call back or speak to a Manager. You would not allow anyone to talk to you that way and the Customer Care Team deserves the same courtesy.

#### **Cross Lines Communications:**

Consultants may not contact other Consultants not in their geneology about customer service issues, conflict or concerns about policy, customer orders or issues with other team members or staff at the JE home office. A good rule to remember is we talk to people not about them as per the golden rule and the 1st value in the JE 10 core values. We suggest talking to Customer Service, the Training Team Staff, sending in a support ticket or talking to your own personal upline Director. This includes complaining about the company, its officers as well as programs and compensation.

Consultants are encouraged to keep accurate records. Additionally, Consultants agree to be aware of and abide by all federal, state, and local laws, taxation and regulations governing the sale or solicitation of the products or services marketed by Jordan Essentials, including but not limited to occupational licenses, solicitation licenses, business licenses, merchant licenses, or any other license or permit that may be required to perform any duties under the Consultant



Agreement. The naming of a Consultant in any injunctive or prohibitory administrative or court order, including in any consent decree, in connection with the Consultants misconduct as a Jordan Essentials Consultant or in connection with any Jordan Essentials related activity by such Consultant, shall constitute a rebuttable presumption of the Consultant's failure to operate such Consultant business in a lawful manner.

Consultant engaged in unhealthy behaviors may be subject to corrective action or dismissal and may have their account suspended or terminated without notice and immediately if deemed harmful to Jordan Essentials.

Jordan Essentials reserves the right to terminate any Independent Consultants agreement for any reason at any time.

#### PERSONAL INFORMATION POLICY:

An individual's right to limit the use of information about them is an essential aspect of our policy. Consultants are also charged with being guardians of customer information. A Consultant shall not use, in any way, information provided by the customer on the product order form or information that the customer may disclose to the Consultant in connection with his or her purchasing from Jordan Essentials or information provided by Jordan Essentials to the Consultant about the customer to market services to the customer. Failure to honor a customer's privacy concerns may subject the Consultant to disciplinary action up to and including termination of the Consultant position.

#### **TERRITORIAL RIGHTS:**

Jordan Essentials imposes no franchise or territorial restrictions on Consultants with regard to sales, promotion, and sponsoring efforts. Each Consultant shall have the right to conduct business anywhere in the United States that Jordan Essentials offers its products to customers without exclusivity. Consultants who utilize the craft fairs and events should register as a Jordan Essentials Consultant and be sure there is no other Consultant attending the event. Consultants who try to set up territories may be subject to disciplinary action and possible termination.

#### **CONTRACTUAL OBLIGATIONS:**

As independent contractors, Consultants are solely responsible for their own activities and choice of time and effort spent without direction or control of Jordan Essentials or any other Jordan Essentials entity, and for any expenses resulting from their business operations. These expenses include, but are not limited to: licenses or permits required to operate a business, legal fees connected with the use of an assumed business name, telephone expenses, product advertising, and any other expenses incurred.



A Consultant shall not involve Jordan Essentials directly or indirectly in any contractual relationships relating to their business. Consultants are prohibited from signing any contract, renting or leasing office space or equipment, opening any bank account, securing credit, cashing any negotiable instruments, making purchases or entering into agreements of any kind in the name of or on behalf of Jordan Essentials. Each Consultant shall hold Jordan Essentials and its parent company, affiliates, and subsidiaries harmless from any claims, damages, or liabilities arising out of said Consultant's business practices.

#### **REPORTING OF TAXES:**

Consultants are solely responsible for the payment of all federal and state self-employment taxes and any other tax required by any federal, state, regulatory, or taxing agency. Jordan Essentials will provide the Consultant with a 1099 form for any commissions, bonuses, or other financial revenue that are in the aggregate equal to or greater than \$600 per calendar year by January 31<sup>st</sup> of the following year. You do not need to contact the home office, it will be sent automatically to all who are eligible.

Sales taxes are collected and paid on your behalf unless you have provided your Tax Exemption Certificate.

#### **CHANGE OF ADDRESS:**

Consultants are responsible for keeping current address and contact info on file. If a Consultant does not have a current address and a check has been mailed the Consultant will be responsible for any check reissue or postage fees incurred.

Change of address is available in your back office profile.



### **SECTION 5: SPONSOR SUPPORT**

When you sponsor your first person you are entering the leadership process. Leadership is your opportunity to help others realize their goals and dreams.

#### WHO IS A LEADER?

Every person who brings in even one person is starting the leadership process. They lead someone into a business opportunity. Weekly and monthly contact and support comes from the individual who does the sponsoring. When the sponsor is inexperienced; it is the responsibility of her Director to step in and support her as well as to build her confidence so she then in turn can become a leader herself. Consultants who sponsor and then no longer want the role of sponsor may contact the home office to have their team members moved to the active Consultant above them or to the leader the company feels is best for the individual.

#### WHAT IS A LEADER?

Being a leader means setting an example. Think of it as coaching, a good coach is careful about words, actions and examples. We will help you have a program that will train, motivate, and help anyone joining be able to see whatever dream she may have come true.

#### **BUILDING YOUR TEAM THROUGH RECRUITING IS ESSENTIAL:**

To keep a healthy team, you will need to keep adding new team members frequently. Personally recruiting will lead to personal rewards. The company offers many rewards and recruiting/sponsoring is just one way to help meet those goals that lead to rewards and exclusive trainings.

#### COMMUNICATION IS THE KEY TO SUCCESSFUL RETENTION OF TEAM MEMBERS:

Successful leaders will make themselves available to communicate frequently with their teams. Answering questions and offering encouragement and praise in the successes, no matter how large or small, will help support future success as well as teach her how to be a leader who cares. Find the good news and share it often.

Communication keeps your team in the know. They will not be surprised by a special or promotion deadline because their leader informs them of what is available. A newsletter or email to your team about their current level of success as compared to the past will set benchmarks for the team to reach higher and achieve more. Let them know their participation in the training calls is expected because you value their input.

Leaders who are not actively participating in leading their team may have their teams removed.



#### ATTENDING COMPANY TRAININGS:

As a leader you will want to have all the information you possibly can through knowledge and study to be able to help your team. Learning increases your level of comfort and you might just learn something to pass on that could change a life. Leaders are expected to attend all trainings, whenever possible.

#### **LEADERSHIP EXPECTATIONS:**

Leaders at all levels are expected to maintain a strong personal business through recruiting and sales. Leaders are expected to be the best example of an upline as possible. Leaders are expected to attend all trainings available to them, as well as hold training for their teams.

#### SPONSOR DISPUTES:

Consultant sponsorship is an important part of any direct sales company including Jordan Essentials. We honor that sponsor relationship and will keep the integrity of a downline organization.

Jordan Essentials recognizes the person whose name appears on the Consultant Agreement postmarked or otherwise electronically dated at the earliest date as the sponsor. Jordan Essentials reserves the right to review sponsoring practices.

#### TRANSFERS OF SPONSORSHIP:

Transfer of Sponsorship is not allowed under any circumstances. A Consultant may resign and after 6 months with \$0 sales may choose a new Sponsor.

#### **DECEASED CONSULTANT ADOPTION OF A TEAM:**

A Consultant who passes away while holding an active title with Jordan Essentials can pass down her position to any family member she wills it to without any cost to her heirs. Notification to the home office is required.

# SOLICITING CONSULTANTS FROM THE TEAMS OF OTHER JORDAN ESSENTIALS CONSULTANTS (CROSS RECRUITING):

Jordan Essentials strictly prohibits the solicitation of Consultants currently sponsored by another individual under the Jordan Essentials' program. Jordan Essentials also strictly prohibits Consultants from knowingly sponsoring or directly or indirectly helping others to sponsor into any other competing or non-competing sales organization or program. Cross-recruiting other Jordan Essentials Consultants or customers can result in suspension or termination of all Consultants involved. Jordan Essentials reserves the right to enforce this prohibition in connection with any other products or services that it may introduce after the effective date of this document.



#### **NEGLECT AND UNHEALTHY ENVIRONMENTS:**

You are required to treat all team members with ethical treatment and dignity. Neglect is defined as lack of contact through personal, phone or email contact and/or unavailability to your team. An unhealthy environment is defined as one that hurts individual Consultant and/or members of the corporate home office this includes statements that question the integrity of the company, Consultants and the Founder/ Owner of Jordan Essentials. The corporate home office Code Compliance Officer will deem all complaints as healthy or unhealthy and a final decision will be made known in writing after verbal conversations with the leader in question. All actions are the sole discretion of the corporate officer in charge of the case or complaint.

No one usually comes into the position of leadership and plans on neglecting or providing an unhealthy environment for their teams. The best way to ward off neglect and unhealthy attitudes and actions is to be proactive and speak with your upline and a corporate contact before a problem starts.

In the case of a leader not providing training, every opportunity will be made to contact the trainer to see why training and support is not being offered to a team. In the event a leader is incapacitated or <u>unable</u> to train, arrangements will be made on a case-by-case basis.

In the event a leader is <u>unwilling</u> to train, she will be contacted and offered the opportunity to maintain an Essential Consultant status and her team will be moved to a trainer to support and train her team.

A note on email: Having a team on e-mail is not leadership. E-mail is a reminder about your personal calls. If a team member misses the calls repeatedly, a monthly phone call is in order. Your job is to do all you can and then let the Consultant respond to that outreach. If they let you know they only want to be on the email list, that is a choice they make not you. If a Consultant asks to not be contacted, you as a leader become exempt from contacting requirements.

A new trainer may join with another trainer to train as a larger group as long as the relationship is mutual. A Success trainer would call in and attend the call with her team to provide support. Not participating or calling is grounds for code compliant investigation and may result in the team being reassigned to an active upline leader.

Please contact the Director of Training if you feel you have been neglected in any way or may be neglecting your team duties. Our desire is to support you as a leader.



#### LEADERSHIP CODE OF CONDUCT:

- I will support the people I bring into the company as a personal sponsor through training and education using the steps of training a new Consultant.
- I will be kind and considerate of team members' feelings.
- I will conduct myself as an agent of the company and will not discredit the company with derogatory remarks to team members.
- I will talk to a corporate officer in areas of conflict and needs for my team.
- I will keep a positive attitude when communicating with my team.
- I will give praise and recognition to my team regularly
- I will lead to the best of my ability.



### **Section 6: Commissions And Pay Plan**

Your compensation plan has been designed to reward you for your efforts and that of your team.

The compensation plan rewards 5 Vital Behaviors

- 1. Personal sales
- 2. Personal sponsoring
- 3. Training
- 4. Building Team Leaders (Star 3)
- 5. Building Leaders (Directors)

You will see your 25% personal earnings in your E-wallet immediately for your qualifying orders and customer orders. Sales volume bonuses, sponsor bonuses, and team commissions are deposited into your E-wallet on or by the 7<sup>th</sup> of the following month.

#### JORDAN ESSENTIALS' COMPENSATION PLAN DEFINITION OF TERMS & CONCEPTS

#### **BONUS QUALIFIED**

A Consultant must maintain at least \$200 Personal Volume (PV) to be considered bonus qualified for that period. If a Consultant is not bonus qualified in the period, they receive no commissions from their downline. However, they will receive personal retail commissions from their own personal purchases even if they are not bonus qualified. A Consultant's customer purchases count towards bonus qualified status.

### **BONUS QUALIFIED LEG (Q Leg)**

A Bonus Qualified Leg consists of any first level Consultant and their entire downline where at least one person has a minimum \$200 Personal Volume (PV).

#### **CAREER TITLE**

A Consultant's career title is their recognition title or the highest title they have achieved. A Consultant's career title does not change unless they are promoted or demoted (see Demotion Policy), unlike a paid-as title, which may vary from month to month.

For example, Joanna met the requirements to promote to the title of Director in June. Her career title is now Director and will remain so until she promotes to a higher title or is demoted (see Demotion Policy). In July, she is paid-as a Director. Her career title and paid-as title are the



same. In August, she is paid-as a Star 3 Team Leader. Her career title remains as a Director but her paid-as title for August is Star 3 Team Leader.

## **COMPRESSION (GENERAL)**

When a Consultant is canceled and no longer part of the company, their downline is compressed to their upline filling the gap left by the canceled Consultant.

For example, Sarah had three legs: Joseph, Emma, and John. Sarah failed to meet the requirements to maintain her status as an upline Consultant and was therefore moved out of active downline. Because Sarah was moved, Joseph, Emma, and John, and their respective downline, were compressed up to Sarah's upline, Harry. Joseph, Emma, and John are now each considered legs to Harry (i.e. they now reside on his first level). This situation may occur if a Consultant cancels their contract, requests to no longer be in the company or has been terminated by the company.

## **COMPRESSION (DIAMOND DIRECTOR AND HIGHER)**

If a Consultant that was paid-as a Diamond Director (DD) or higher in the last four periods is canceled (whether voluntarily or involuntarily), their downline will only be compressed under the following conditions:

- 1. If their Personal Sponsor has been paid-as a DD or higher at least once in the last four periods, then the downline will immediately be compressed up.
- 2. If their Personal Sponsor has not been paid-as an DD or higher at least once in the last four periods, then they will be given the following six periods to be paid-as an DD or higher at least twice. If the Consultant promotes to DD in the last of the six month period, then they will be given the following period to qualify as a DD again (to meet the 2 periods of being paid-as DD or higher).
  - a. If the personal sponsor qualifies under these conditions, then the downline of the canceled Consultant will be compressed up upon the completion of the qualifications.
  - b. If the personal sponsor does not qualify under these conditions, then the position of the canceled Consultant will remain permanently vacant.



Note: The term compression and roll-up are often used interchangeably within the industry. It is important to understand what an individual is referring to when they speak or ask about compression. For this reason, we have defined our use of these terms in this document.

#### **CUSTOMER**

A customer is an individual who purchases products for personal use and has not signed an agreement with the company. Customers are not allowed to sponsor (i.e. have a downline), do not receive commissions, and are not credited with volume. The volume from a customer's purchase(s) is credited to the Consultant who sponsored them.



#### **DIRECTOR DEMOTION POLICY**

Director and higher levels must be paid-as their Career title at least once every 6 months in order to keep their Career Title. If a Consultant is not paid-as their Career Title at least once within 6 rolling months their Career Title will be demoted to one level lower.

For example, if you qualify for your title in June, being month one, and you do not get paid as a Director for the 6 months afterward you will keep your career title until December. When commissions are run for December your title will be demoted.

Associates are not eligible to be a Success Coach or have the other privileges of Director such as at convention. Associate Directors Group volume will now roll up and count toward their upline Directors volume.

Diamond Directors and higher have the same Director 6 month qualification as other Directors and must maintain their higher title as well at least once per 12 rolling months.

#### **DOWNLINE**

All of the people below you are considered to be your team members.

#### **DOWNLINE ANNUAL POLICY**

To keep any downline team member, Consultants must have a minimum of \$400 PV in a 12-month period. If they fail to meet this requirement in any 12-month period, they will have their team reassigned to their sponsor and their personal record moved to a holding area within the company. Their record will be attached to the original sponsor; however, they will not be seen in the downline reports.

If a Consultant would like to be placed back into their sponsor's downline, they can request that at any time by contacting the home office. However, they will not get their previous title or downline back.

#### **DOWNLINE VOLUME (DV)**

The total Qualifying Volume (QV) from a Consultant and their entire downline organization. It includes ALL downline Consultants regardless of their titles and the Consultant themselves.



#### **ELIGIBLE**

A Consultant is considered eligible to receive a commission if they meet the <u>Career Title</u> requirements and qualify to be paid as the title for a particular payout. Eligibility does not mean a Consultant will receive the particular payout. To receive a payout, a Consultant must be both <u>eligible and qualified</u>. It is possible for a Consultant to be eligible but unqualified and likewise, is possible for a Consultant to be eligible but unqualified and likewise, is possible for them to be ineligible but qualified. Please also refer to the definition of <u>Qualified</u>. A Consultant must be both eligible and qualified to receive a particular payout.

#### **ESSENTIAL QUALIFIED CONSULTANTS**

Upon joining Jordan Essentials and being issued a Consultant ID number a Consultant is an Essential Consultant who is qualified.

#### **GENERATION**

A Generation is based on career title, regardless of level, and starts with a Career Title of Director or higher and includes everyone below them, down to but not including the next Career Title Director (or higher). The next Director or higher (based on Career Title) is the start of the next Generation. If a Director or higher is not paid-as a Director, they are still considered a Generation to their upline Director or higher.

#### **GENERATION OVERRIDES**

Paid-as Directors and higher may receive Generation Overrides on the Wholesale Volume (WV) from their downline <u>Generations</u>. For example, a Generation 1 would pay out on the first downline Director or higher title (based on <u>Career Title</u>) and all the people below them, down to but not including the next Director or higher (Career Title) which would be the start of Generation 2.

#### **GRACE PERIOD**

When a Director or higher (Career Title) has a Consultant in their personal group promote to a Director (or higher) for the first time, thus breaking away for the first time, then in the two periods following the promotion, all of the upline, up to and including the first Director (or higher) based on Career Title, will only be required to have half of the required GV for their title. (They are also able to promote to a higher title using only half of the required GV.) Beginning with the third period following the promotion, they must again have the full GV required in order to be paid at that level. If a Consultant has more than one Consultant promoting to Director (or higher) in the



same month or in back-to-back months (one following the other), then any overlapping Grace Periods will have a GV of \$0 for the upline. Please see also Group Volume (GV).

#### **GROUP**

A group consists of a Consultant themselves and their entire downline, down to but not including, the next Director (Career Title) or higher. This is also sometimes referred to as a "personal group" when talking about a specific Consultant and their group. This is also referred to as a "Team" or "Personal Team."

## **GROUP VOLUME (GV)**

Group Volume is the QV from the Consultant themselves and their entire downline, down to but not including the next Director or higher (Career Title). In the period that a Consultant promotes to a Director for the first time, their GV will be included in their upline's GV for qualification purposes only, in that period. Beginning with the following period, the Grace Period applies.

## **GROUP VOLUME OVERRIDE (GVO)**

Paid-as Directors and higher may receive a Group Volume Override on the Wholesale Volume (WV) of the sales of their personal group, including their own personal volume. If a Director or higher (Career Title) is not paid-as a Director or higher, then the Group Volume Override is not eligible to be paid

In the period that a Consultant promotes to a Director or higher, their upline Director or higher will receive a Generation Override instead of the Group Volume Override (meaning that they will be considered a downline Generation rather than part of the upline's personal group.)

#### host

A host is an individual who brings business to you. The host invites guests, bringing new customers to you, more bookings to expand your business and potential new sponsors. Her efforts are rewarded through host credits much like you as a Consultant receive a compensation plan for your efforts.

A host can host in a home, at a remote location, in a multi host situation (where you have more than one host at the party but one presentation) or a catalog show. The catalog show is where a host collects orders and shares about the JE products to her friends and family. Again she is bringing new business to you and is rewarded for the orders via the host Awards Program.



#### LEADERSHIP EXPECTATIONS

Leaders at all levels are expected to maintain a strong personal business through Recruiting and Sales.

#### **LEG**

A leg begins with a first level Consultant and includes all of the Consultants beneath them. A Consultant has as many legs as they have first level Consultants. For example, if Sally has five first level Consultants then she has five legs. Sarah is one of Sally's first level Consultants. Sarah, and her entire downline, is considered to be one leg to Sally.

#### **LEVEL**

The position a Consultant has in a downline relative to another upline or downline Consultant. Consultants personally sponsored (i.e. first level) are Level One. Those Consultants sponsored by Level One Consultants are Level Two, relative to the original Consultant. Customers are not considered when counting levels and do not occupy a position in a Consultant's genealogy.

#### **LEVEL 1-3 OVERRIDES**

Bonus Qualified Consultants that are paid-as a Star 1 Consultant or higher may receive a percentage on the Wholesale Volume (WV) from the sales of their downline through three (3) levels. The percentages and number of levels that a Consultant receives is based on their Paid-as Title and is regardless of the title of the people below them. If a Consultant is not Bonus Qualified, unqualified, or ineligible, then that Level Override will not roll upline. Please refer to the definitions of Bonus Qualified, Eligible, and Qualified.

#### MINIMUM COMMISSION CHECK

\$10 – no printed commission check will be issued less than \$10.

## PAID AS TITLE (ALSO REFERRED TO AS PAID-AS)

Each Consultant is paid at the title for which they qualify during the period. The requirements to be paid-as a title is the same as the requirements to promote to that title. If in any period they fail to achieve their Career Title Level, they are paid at the lower title to which they do qualify for during the period. They retain their Career Title but are paid as the title they actually qualify for.

#### **PARTY**



A party is defined as an event involving a host and guests.

#### **PERIOD**

A period is equal to an actual calendar month. Six periods would be six calendar months.

## PERSONAL VOLUME (PV)

The total Qualifying Volume (QV) of a single Consultant from orders placed personally and by their personally sponsored customers (orders placed directly with the company by customers.)

#### **POWER SELLER BONUS**

Consultants that achieve a minimum PV in the period will be qualified to receive an additional percentage on their personal orders. The percentage will be paid on the

Qualifying Volume (QV) of their orders and any customer orders they have. Please refer to the Power Seller Bonus table for specific volume requirements.

## **PROMOTE (PROMOTION)**

A Consultant promotes to a new Career Title when they meet all of the qualifications for that title in the period. The promotion is effective the first day of the same period meaning that regardless of what day the promotion was actually qualified for, the new Career Title is effective for the entire period. For example, if a Consultant meets the qualifications for a Diamond Director on June 23rd, they "promote" to the title of Diamond Director for the entire period of June (effective June 1) and will be paid-as a Diamond Director for the entire period of June.

#### **QUALIFIED**

A Consultant is considered to be qualified if they meet the Paid-As requirements for a particular payout and/or title. A Consultant will only receive the payouts that they are both eligible and qualified for. For example, a Consultant may be eligible for the Group Volume Override because they have a Career Title of Director. However, if they are paid as a Star 3 Team Leader or below, then they are unqualified for the bonus and would thus not receive it. In a similar manner, a Consultant may be qualified as a Star 3 Team Leader but ineligible to receive a Group Volume Override because that pays only to Directors and above.

## **QUALIFIED LEG**

Qualified Legs require that at least one individual in the leg is qualified to be paid as a specific title position (or above) during the month. For example, to be a Director, one needs four Bonus



Qualified Legs plus two legs of which must have at least one representative that is paid-as a Star 3 Consultant or higher. Qualified Legs depend on the monthly Paid-As Title.

## **QUALIFYING VOLUME (QV)**

Each inventory item has both a Qualifying Volume (QV) and Wholesale Volume (WV) assigned to it. QV is used for Personal Volume (PV), Group Volume (GV), and Downline Volume (DV) calculations and is used solely to determine if the Consultant is qualified based on the terms of their respective title. The Power Seller Bonus is the only bonus that is paid based on the Qualifying Volume (QV) instead of the Wholesale Volume (WV). All other commissions and bonuses (other than Retail Profit) are paid based on Wholesale Volume (WV). The Qualifying Volume in this plan is equal to the Retail Price.

#### REINSTATEMENT POLICY

If a Consultant resigns, they may request reinstatement at any time and, if approved, will be reinstated under their original sponsor. Their downline organization will not be reinstated nor their previous title. If a Consultant wishes to join under a different sponsor, they must wait for a minimum of six months after termination before reapplying, without their former downline and title. If a Consultant does a buy back option they will not be able to be a Consultant again, ever.

### **RETAIL PROFIT**

Consultants can receive a Retail Profit on their personal purchases and their customers' purchases, regardless of their Bonus Qualified status.

Note: Consultants purchase at the full Retail Price. Therefore, the Retail Profit is paid on the Consultant's personal orders as well as their customers' orders.



#### **JUMP START BONUSES**

Jump Start is a training and rewards program for a new Consultant in her first 100 days of business. The 1<sup>st</sup> day begins when she enrolls. All retail sales must be made within the time frame. Jump Start dates and sales volume are located in the Jump Start Info report in the My Team drop down menu of the Online Business Center/Backoffice.

To earn the Bring a Friend sponsoring bonus the sponsor must be active with \$200 PV the month the new consultant achieves their Jump 40.

#### **RANK ADVANCEMENT BONUS**

Bonuses just for promoting to the next level! When you achieve a new title for the first time and achieve and are paid at that title 3 times in a row you will receive this amazing cash bonus!

- Star 3 = \$250
- Associate Director = \$500
- Director = \$1,000
- Diamond Director = \$1,500
- 2 Diamond Director = \$2,000
- 3 Diamond Director = \$5,000
- 4 Diamond Director = \$7,500
- 5 Diamond Director = \$10,000

All Consultants are eligible.

- o The bonus is attained when a new, higher rank has been attained and maintained for three consecutive months.
- o Typically, only 1 consistency bonus can be earned in any one month, but you can be in qualification for more than one bonus at a time.
- For instance, in September Carol becomes a "Star 3 Leader" for the first time, and in October she attains the title of "Associate Director". At the end of October, she will have 2 qualifying months towards her Star 3 Rank Advancement Bonus, and will have 1 qualifying month towards her Associate Director Rank Advancement Bonus.
- o If a person Jumps two ranks in a single month and can maintain both rank advancements for three months in a row, they can earn multiple Rank Advancement Bonuses at the end of their qualification period.



- For instance, in September Alice moves from Star 2 Consultant to Associate Team Leader, if she maintains both Star 3 and Associate paid-as titles in October and November as well, she would earn both the \$250 and \$400 Rank Advancement bonuses tied to the Star 3 and Associate Rank Advancement reward program.
- o If for any reason a person does not maintain the advanced rank at a paid-as level, they must start rank advancement qualification over and have a full three consecutive months at the new title in a paid-as status to achieve the bonus.

#### WHOLESALE VOLUME

Each inventory item has both a Qualifying Volume (QV) and Wholesale Volume (WV) assigned to it. Wholesale Volume (WV) is the volume on which commissions are paid. The Wholesale Volume will be equivalent to 75% of Retail price unless otherwise disclosed.

#### **MONTHLY COMMISSION CHECKS:**

Calendar Month Sales Volume Bonus:

Sales over \$1000 = 5% personal sales volume commission bonus for a total of 30% of your monthly sales volume.

Sales over \$2000 = 8% personal sales volume commission bonus for a total of 33% of your monthly sales volume.

Sales over \$3000=10% personal sales volume commission bonus for a total of 35% of your monthly sales volume.

Commissions for Retail Profit on qualifying product sales are paid instantly once the order is completed. Down-line commissions and all other bonuses, (Sponsoring Bonuses) are paid monthly the 7<sup>th</sup> day of the following month unless the 7<sup>th</sup> falls on a Saturday or Sunday in which case commissions are issued the following Monday unless that Monday is a holiday, subject to meeting all qualifications. Any commission or bonus discrepancies should be reported to Jordan Essentials in writing in order to have the proper research performed. The minimum check that will be issued is \$10.00. If a check is less than that amount, it will be added to the checks on the following months until the \$10.00 minimum is reached.

Stale-dated checks: Any check sent to a Consultant not cashed in 6 months will be considered a stale-dated check and will be null and void. Jordan Essentials must receive all inquiries within



30 days of the check's issue date. A request to reissue lost or missing checks must be made in writing and may take up to 30 days to be reissued. Returned checks for incorrect mailing address will be charged \$2.00 to resend the check to a new address.

Commissions not transferred after one year will be considered abandoned and will be removed from the e – wallet and return as abandoned property to Jordan Essentials.

#### PROBLEMS THAT CAN DELAY COMMISSIONS OR BONUSES

Jordan Essentials will not be responsible for loss of commissions or bonuses due to the following:

- 1. Non-receipt of payment for product
- 2. No Consultant Agreement on file with Jordan Essentials
- 3. Improper notification of change of address
- 4. Outstanding disputes with customers or orders on file
- 5. Any outstanding debt on file (for example a returned item or fees not paid)
- 6. Consultant who stops payment through checks or credit card processing will be responsible for all fees and may have commissions transferred to pay for said expenses
- 7. Consultants who have any outstanding balance at all will have their account suspended and may not be reinstated until all fees and payments have been made

#### **CORPORATE MAILING GUIDELINES**

If the deadline for receipt falls on a weekend or holiday, new Consultant Agreements and/or product order forms must be received no later than close of business on the previous business day.



#### **PHONE**

Customer Care is designed to help Consultants with support on order placement issues, needs that cannot be met by an upline sponsor, and company support. Phone orders are not accepted for several reasons.

- 1. Order accuracy is not as great as personal order entry.
- 2. Customer Care is designed to help solve problems or address needs of Consultants.
- 3. Party orders are NOT allowed to be entered by Customer Care

#### **RESHIP**

If you have an issue with an order you received, please create a support ticket for review. Include the order number, order date, and specific details of the order/product issue.

See back of order form for current return policy.

#### **WALK IN**

When an order is placed with the intention to pick it up, it will reflect "shipped" in the status column of your Order History when it is available for pick-up. Please check the status of your order before arrival. Do not call in to check the status of your order you will be redirected to your Online Business Center/Backoffice to check the order status.

No Consultants are allowed to go into the warehouse area to retrieve their own orders due to safety regulations and the disruption to the staff working in the warehouse. Tours are given periodically in conjunction with company events.

#### **PAYMENT OPTIONS**

- Credit/Debit cards- MasterCard, Visa, Discover \*We do not accept American Express
- Jordan Essentials' Gift Certificates
- Commissions (except for Party Orders)

Jordan Essentials does not accept COD (cash on delivery) orders. Do not mail cash. We do not accept foreign currency.

## **RETURNED CHECKS**

All personal checks refused for payment for any reason by the payee's bank will incur a \$30.00 charge, and Jordan Essentials reserves the right to refuse payment by personal check in the future. All commission/bonus checks will be held until the returned check and all associated fees have been paid in full. Jordan Essentials will use any legal means necessary to collect the outstanding debt.



#### **RETAIL PRODUCTS**

Jordan Essentials will make retail products available to Consultants for resale by the Consultants.

Jordan Essentials will establish standard preset retail prices for such products, which must be paid by the Consultant to obtain such products, together with applicable sales, use or similar taxes, and charges calculated on the preset retail price of the products plus applicable shipping and handling charges. Such amounts will be due and payable at the time of the order.

Consultants will charge customers applicable sales, use, or similar taxes, and shipping charges. A written order or receipt must be delivered to the customer at the time of sale itemizing all charges as required by federal or state law.

The Consultant is not required to remit any such sales tax payments to the applicable federal, state and local governments as Jordan Essentials will remit the sales taxes paid by the Consultant on the retail price of the products on behalf of the Consultant. The Consultant remains responsible for any income taxes on the Consultant's net income from the sale.

## **SECTION 7: COMPLIANCE**

#### Presentation of Jordan Essentials OPPORTUNITY and products

Each Consultant begins with an equal opportunity for income. Consultants understand and agree that only corporate materials will be used in all training sessions and business presentations.

Consultants will not make false or misleading statements about Jordan Essentials and/or the Consultant Opportunity. In presenting the Jordan Essentials Opportunity to potential Consultants only those figures published by Jordan Essentials and made available to Consultants for the specific purpose of sponsoring may be utilized. The use of the other written or verbal income projections, actual Consultant commissions, and all other income potential presentations whatsoever is strictly prohibited. Consultants shall present the Jordan Essentials Opportunities of an Independent Consultant and customer as separate relationships to Jordan Essentials, so that each prospect shall choose only those relationships with Jordan Essentials which she or he truly desires. No guarantees of any income or assurances of any profits or success are made by Jordan Essentials. Furthermore, any financial success resulting from activities as a Consultant will only occur in relation to the sale of products offered by Jordan



Essentials and any success achieved will be based completely upon the Consultant's efforts, commitment, and skill.

Any variation from the business presentation script, training, or the corporate materials that is deemed dangerous or erroneous information may result in legal action against you and/or Jordan Essentials. If Jordan Essentials becomes aware of a violation, Jordan Essentials may take certain actions, including, but not limited to:

- 1. Forfeiting one month of commission payment up to a maximum of \$100,000
- 2. Suspending or terminating the Consultant position

Jordan Essentials periodically audits Consultant business presentations to insure compliance with this policy.

Consultants understand that no Attorney General or other regulatory authority ever endorses or approves any service, products, membership, compensation program or company and will make no such claim to others.

Consultants are not allowed to solicit business in foreign countries.

#### **GAMING GROUPS**

Gaming groups (gambling) are not allowed in Jordan Essentials. Consultants can exchange or be a part of swap groups that do not involve gambling or gambling elements.

#### **CONFLICT OF INTEREST**

Directors and all Diamond Level Leaders cannot be a Consultant for or represent or advertise/ promote another competing product, product line, MLM or Direct Selling organization. This includes promoting of another product or business opportunity. Promotion of said materials including photos, verbal, written, social media, and mailings or at local events or spa party are prohibited. The Leader may have her account frozen and then contacted by the code compliance committee. She may lose her distributorship or team or both. The Leader will be contacted by code compliance and the distributorship terminated.

Jordan Essentials does not allow any rank of consultant to participate in a directly competing product line/company. Consultants, below the Director level, may participate in a company with a non-competing product line such as clothing or jewelry.



Any Jordan Essentials Consultant may not cross recruit or offer a business opportunity from another company to any Jordan Essentials' Consultant. In doing so it will be considered cross recruiting or cross selling and may be subject to disciplinary actions or termination.

#### **VOLUNTARY TERMINATION PROCEDURE**

This agreement may be voluntarily terminated at anytime for any reason. Cancellation may be accomplished by letter or e-mail. Termination of the Consultant agreement will become effective upon receipt by Jordan Essentials.

Any resigning Consultant may reapply after six (6) months from the effective date of resignation in order to receive a different sponsor as long as the resigning Consultant did not opt for the 90% buy-back option at the time of termination.

CANCELLATION OF CONSULTANT POSITION AND MANAGEMENT SERVICES PROGRAM Cancellation may be accomplished by letter or e-mail. No verbal cancellations will be considered. All prepaid services will be prorated from the date of original agreement for refund and the company shall deduct from the reimbursement paid to the Consultant any commissions, bonuses, rebates, or other incentives received by the Consultant that were associated with the merchandise that is returned. Jordan Essentials will honor all state refund laws at variance with this policy.

# INVOLUNTARY SUSPENSION OR TERMINATION OF CONSULTANT AND/OR CONSULTANT STATUS

At the sole discretion of Jordan Essentials, a Consultant's Agreement may be moved from active to inactive, suspended, or terminated for cause, including but not limited to the following reasons:

- 1. Breach or violation by the Consultant of any of the terms or provisions of the Consultant Agreement or any published Jordan Essentials' policy or procedure.
- 2. The Consultant discredits the name of Jordan Essentials or any of its suppliers.
- 3. The Consultant misrepresents Jordan Essentials by making claims contrary to Jordan Essentials' literature.
- Other material cause under the sole discretion of Jordan Essentials.
- Collecting orders and not placing the order with Jordan Essentials home office for delivery to customers.

When a decision is made to suspend or terminate a Consultant, Jordan Essentials will inform the Consultant that their Consultant position may be suspended or terminated immediately effective as of the date of the written or verbal notification or other specified date. The



Consultant will have ten (10) days from the date of mailing of the letter in which to respond and thereby appeal in writing the suspension or termination. The Consultant's written appeal must be received or postmarked within ten (10) days of the suspension/termination letter. If the appeal is not received or postmarked within the ten (10) day period, this failure to respond in a timely fashion will be considered acceptance of the suspension/termination. If a Consultant files a timely appeal of suspension/termination, Jordan Essentials will review the suspension/termination, consider any other appropriate information, and notify the Consultant of its decision. A decision will be final and subject to no further review. In the event the suspension/termination is not rescinded, suspension/termination will be effective as of the date of Jordan Essentials' original designated suspension/termination date.

#### **EFFECT OF SUSPENSION OR TERMINATION**

In the event the Consultant is involuntarily suspended, all commissions and other payments, awards, or other bonuses shall be forfeited. Once terminated by the corporate office the Consultant may not return to Consultant's status at any time.

# TERMINATION FOR A VIOLATION OF JORDAN ESSENTIALS POLICIES AND PROCEDURES

Notwithstanding anything to the contrary contained herein, if a Consultant's position is terminated or canceled for a violation of any of the Jordan Essentials' Policies and Procedures, such Consultant may never reactivate his or her position or start a new position.

#### **UNAUTHORIZED CONTACT**

Under no circumstances will any Consultant directly contact any Jordan Essentials' supplier of products and services offered to Jordan Essentials' customers without receiving prior written authorization from an authorized officer of Jordan Essentials. Under no circumstances will any Consultant contact any other Consultant for the purpose of recruiting to another direct sales company for the term of 2 years past termination of agreement with Jordan Essentials.

These Policies and Procedures were created as a guideline for Jordan Essentials and all Consultants and serve to protect the rights of both parties. The Policies and Procedures ensure proper functioning of daily business operations. Any Consultant who violates any provision of the Consultant Agreement, which includes all Policies and Procedures itemized herein, may be immediately suspended or terminated by Jordan Essentials. The termination cancels any and all rights of the Consultant and will be effective upon verification of the violation and notification to the offending Consultant by Jordan Essentials. A suspended or terminated Consultant is prohibited from having any interest of any kind in any other Consultant position.



Consultants understand the Consultant agreement including these Policies and Procedures is governed under the laws of the state of Missouri and shall be so governed without regard to any conflict of laws or principles to the contrary. The parties agree that any claim, dispute, or other difference between Consultants and Jordan Essentials or among Consultants and Jordan Essentials shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association of ("The Rules") and United States Arbitration Act, 9 U. S. C. Sections 1-1 6 ("The Act") with arbitration to occur at Springfield, Missouri. This paragraph shall control over any conflict between this paragraph and The Act or The Rules. The parties agree that the arbitrator shall have the primary power to decide any question about the arbitration of any claim, dispute, or other differences between them. The arbitrator may award, in addition to declaratory relief, preliminary and permanent injunctive relief and actual damages. The arbitrator shall not have the authority to award attorney fees, costs, or economic consequential or incidental damages. The decision of the Arbitrator will be entitled to enforcement in any court of competent jurisdiction. This provision shall not be construed so as to prohibit Jordan Essentials from obtaining preliminary and permanent injunctive relief in any court of competent jurisdiction.

#### **AMENDMENTS**

Consultant's understand that in order to maintain a viable marketing program and to comply with changes in federal, state, or local laws or economic conditions, Jordan Essentials may modify existing Policies and Procedures and provide Policies and Procedures and rules and regulations for Consultant's from time to time, as well as modify its compensation program, products, and prices. Such modifications to the Policies and Procedures, the rules and regulations, the compensation plan, or any products or services, and all charges thereto, shall, upon notice to the Consultant or by publication in the Jordan Essentials monthly newsletter in the Company's Internet site or a Consultant Home Site become a binding part of the Consultant agreement. Consultants are bound to the terms and conditions of the current posted policies at all times.

#### **INDEMNITY**

Each Consultant agrees to indemnify and to hold Jordan Essentials and all Jordan Essentials entities including its parent, affiliates, and subsidiaries harmless from any and all claims, damages, and expenses, including attorney fees, arising out of actions or conduct in violation of the Consultant Agreement.

#### **SEVERABILITY**

Should any portion of these Policies and Procedures, the Consultant Agreement, or any other instruments referred to herein or issued by Jordan Essentials be declared invalid, the remaining provisions shall continue at Jordan Essentials' option in full force and effect.



#### CONSTRUCTION

All personal pronouns used in these Policies and Procedures include the other genders, whether used in the masculine, feminine, or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

The highest standards of ethics need to be maintained at all times. If for any reason, after intense scrutiny, we find Independent Consultants practicing unethical behavior that has an unhealthy effect on Jordan Essentials, we will need to suspend and possibly terminate the position. I hope you will find comfort in knowing your company upholds the highest standards of conduct and that your best interest is at the heart of these Policies and Procedures.

#### **DISCIPLINARY SANCTIONS**

If you engage in illegal, fraudulent, deceptive, or unethical business conduct, the company may, in its sole discretion, take one or more of the following measures:

- · Issue a written warning or reprimand
- Require you to take immediate corrective measures
- Withhold all or part of your profit or overrides during the period that the company is investigating any such conduct
- Terminate your Independent Consultant Agreement
- Institute legal proceedings for monetary and/or equitable relief
- In appropriate circumstances, file criminal charges with law enforcement officials

#### **DSA CODE OF ETHICS**

The DSA Code of Ethics serves our consumers and sales representatives. As a proud member of the Direct Selling Association (DSA), Jordan Essentials promises to uphold the highest standards of business practices. You can view this code at www.dsa.org/ethics. Pledging to abide by the code's standards and procedures is a condition of admission and continuing membership in the association. The code speaks to both the consumer and seller. It ensures that statements made by companies are honest and forthright. It is our expectation that Jordan Essentials Consultants will conduct their business in accordance with this code.

This document supersedes all other documents and the decisions of the corporation are final.

# **SECTION 8: SAMPLES**

#### SAMPLING JORDAN ESSENTIALS PRODUCTS

Sampling products with someone, at a party or from afar does not have to be complicated or expensive.



**ON THE GO:** Share a dab of Shea Butter or a spritz of Essential Oil Herbal Spray when talking to someone about your great products. The good news? You are there in person and those samples are full size and commissionable inventory you carry with you.

**AT THE PARTY:** Sink sampling for hand spas, foot soaks and face cloths all bring your products to life at your party. Your New Consultant Kit contains all the full size products you may need at the party, as well as, Lotion Bar samples which can represent the body care fragrances available. Always use clean utensils, wash your hands and be sure your products look beautiful and clean.

**SENDING SAMPLES AND TAKE HOME SAMPLES:** Jordan Essentials carries a variety of samples for you to purchase that are easy to add on to your product and catalog orders. We now also offer the opportunity for you to make your own samples: simple Soap samples cut into mini bars, Shea Butter, Magnesium Lotion and Dead Sea Salts placed into a small containers like the containers found at <a href="http://www.lacontainer.com/">http://www.lacontainer.com/</a>.

#### TIPS FOR SAFETY AND SHARING:

Samples cannot be sold for any reason. When a Consultant makes a sample **all** liability shifts to the Consultant, so be sure to use clean utensils, containers and proper hand washing.