

# Green Organics, LLC

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family of companies

## **POLICIES & PROCEDURES**

Zilara · goDesana · Heart & Body Naturals

Effective May 15, 2026

## 1.0 INTRODUCTION

### 1.1 About the Company

Green Organics, LLC (the "Company") is the parent of a family of direct selling brands. The Company manufactures and distributes natural products under three brand identities:

- Zilara — the flagship brand and primary growth platform of the Company.
- goDesana — a heritage essential oil brand.
- Heart & Body Naturals — a heritage supplement brand.

Green Organics operates a GMP-compliant manufacturing facility in Cincinnati, Ohio, and is the sole owner of the intellectual property used by each Brand. These Policies and Procedures apply to all Consultants of every Brand within the family, except where a provision specifically names one Brand.

Throughout this document, "the Company" means Green Organics, LLC. "The Brands" or "a Brand" means Zilara, goDesana, or Heart & Body Naturals, individually or collectively as the context requires. "Consultant" means any individual or Business Entity holding an active Consultant Agreement with the Company.

### 1.2 Mutual Commitment

A successful direct selling business depends on a clear understanding between the Company and the Consultant. The Company commits to the following:

- Honest, professional, and courteous service.
- Quality products at fair prices.
- Refunds and exchanges as set out in this document.
- Prompt and accurate order fulfillment.
- Timely and accurate commission payments.
- A compensation plan that is straightforward, attainable, fair, and built to endure.
- Consultant input on material changes to product, plan, and policy.

In return, the Company expects Consultants to operate inside the Ethics Charter that follows.

### 1.3 The Ethics Charter

This document exists to set out the small number of rules a direct selling company cannot operate without. Inside those rules, the Consultant is free to build the business in the way that suits him or her.

The Company asks five things of every Consultant.

- 1. Be honest.** Tell the truth about our products, our compensation plan, your earnings, and yourself. No medical claims. No income guarantees. No exaggeration.
- 2. Be lawful.** Comply with the federal, state, and local laws that apply to your business. The Company will not duplicate rules that the law already provides.
- 3. Protect the Brand.** Speak about the Company, its products, and its other Consultants with the care a partner would expect. Do not damage the reputation of what we are building together.
- 4. Respect other Consultants.** Do not poach, cross-sponsor, or undermine other Consultants in the field. Compete on the strength of your own business.
- 5. Sell to real people.** The compensation plan pays on real product moving to real customers. Do not buy to manipulate rank. Do not enroll people who have not agreed to be enrolled.

A Consultant who operates inside this Charter will rarely have reason to read past it.

## 1.4 The Agreement

Throughout this document, "Agreement" refers collectively to the Consultant Agreement, these Policies and Procedures, and the Compensation Plan in effect at the time. Each is incorporated into each by reference. A Consultant who signs the Consultant Agreement accepts all three.

It is the responsibility of the Sponsor to provide the current version of these Policies and Procedures and the Compensation Plan to each new Consultant prior to enrollment. The current version is always available on the Company website.

## 1.5 Amendments

Federal, state, and local laws change. Business conditions change. The Company reserves the right to amend the Agreement and product pricing at its discretion. Amendments take effect upon notice through one or more of the following channels:

- Posting to the Company website or a Brand website.
- Email to the Consultant's address of record.
- Publication in a Company newsletter or other Company communication.

This amendment provision does not apply to the arbitration clause in Section 13, which may only be modified by mutual written consent.

## 1.6 Effective Date

These Policies and Procedures take effect on the date set forth on the cover page and supersede all prior versions.

## **2.0 BECOMING A CONSULTANT**

### **2.1 Eligibility**

To enroll as a Consultant, an applicant must:

- Be of the legal age of majority in his or her state or country of residence.
- Reside or have a valid address in a country in which the Company is authorized to do business.
- Possess a valid taxpayer identification number where required by law.

### **2.2 Enrollment**

Enrollment is completed online through the Company website or a Sponsor enrollment site. The electronic signature captured during enrollment is legally binding.

False information or forged signatures are grounds for termination.

### **2.3 Business Entities**

A corporation, partnership, limited liability company, or trust ("Business Entity") may enroll as a Consultant. The Business Entity must submit, within fourteen (14) days of enrollment, one of the following: Articles of Incorporation, Articles of Organization, a Partnership Agreement, or a Trust document.

A Consultant may change his or her account from an individual to a Business Entity, or from one Business Entity form to another, under the same Sponsor, by submitting a support ticket with the current organizational documents.

### **2.4 Rights Granted**

Upon enrollment, the Consultant has the non-exclusive right to:

- Purchase products from the Brands.
- Promote and sell those products.
- Sponsor new Consultants and Customers in countries where the Company is authorized to operate.

These rights are personal to the Consultant and may not be assigned without the Company's written consent.

### **2.5 Identification Numbers**

Each Consultant must provide a Social Security Number, Federal Employer Identification Number, or applicable foreign tax identification number. United States Consultants must also submit a completed

and signed IRS Form W-9. The Company may withhold commissions if this information is missing or false.

Upon enrollment, the Consultant is assigned a Consultant identification number. The Consultant uses this number to place orders, build the organization, and track commissions and bonuses.

## **2.6 Activity Status**

For purposes of earning downline commissions, overrides, and team bonuses, a Consultant's account is considered active when the Consultant has placed an order or had a fulfilled autoship within the prior thirty (30) days, on a rolling basis.

Inactivity by itself triggers no adverse action. A Consultant whose account is inactive:

- Continues to earn retail commissions on his or her own retail sales.
- Retains the Consultant position and identification number.
- Retains the downline organization in full.
- Retains access to Consultant resources.

A Consultant returns to active status simply by placing a qualifying order or being current on autoship. There is no separate reactivation procedure, no grace period, and no penalty.

A Consultant whose account was involuntarily terminated may not re-enroll for twelve (12) months, and only with the written consent of the Company.

## **2.7 Independent Contractor Status**

A Consultant is an independent contractor. The Agreement does not create an employer-employee, agency, partnership, joint venture, or franchise relationship. The Consultant is not authorized to bind the Company in any way.

The Consultant sets his or her own hours, methods, and goals, and is solely responsible for federal, state, and local income and self-employment taxes on all compensation earned. The Company does not withhold taxes from commission payments.

The Consultant agrees to indemnify and hold harmless the Company, its officers, employees, suppliers, and agents from liability arising from the Consultant's unauthorized representations or actions. This provision survives termination.

## **2.8 Errors and Questions**

A Consultant who believes an error has been made on a commission, bonus, business report, order, or charge must notify the Company within thirty (30) days. After thirty (30) days, the entry is final absent clear evidence of error.

## 3.0 WHAT WE EXPECT FROM YOU

The Ethics Charter in Section 1.3 is the spine of this document. The provisions in this section are the working detail.

### 3.1 Be Honest

A Consultant must speak truthfully about the Company, its Brands, its products, and the compensation plan. This means:

- Quoting the compensation plan accurately and completely.
- Making clear that success depends on substantial independent effort.
- Making no income claim, projection, or guarantee outside official Company materials.
- Making no product claim outside official Company materials.

When a Consultant presents the compensation plan, the Consultant must provide a copy of the Income Disclosure Statement. See Section 4.6.

### 3.2 No Medical Claims

The products sold by the Brands are dietary supplements, essential oils, and related consumer goods. They are not drugs. A Consultant may not claim that any product is useful in the diagnosis, cure, mitigation, treatment, or prevention of any disease.

This is not a stylistic preference. It is required by the Federal Food, Drug, and Cosmetic Act and enforced by the FDA and FTC. A medical or disease claim by a single Consultant can place the entire Brand at regulatory risk. A Consultant who makes a medical claim — including by repeating testimonials on social media — may be subject to immediate corrective action.

A Consultant may share his or her own experience honestly, identify the experience as personal, and avoid causal language ("cured my," "treats," "prevents"). When in doubt, describe what the Consultant did and how the Consultant felt. Do not describe what the product did to a condition.

### 3.3 Comply with the Law

A Consultant must comply with all federal, state, and local laws and regulations applicable to the operation of his or her business. This includes local business licensing where required, consumer protection law, tax law, the Telephone Consumer Protection Act, the CAN-SPAM Act, and the regulations of the FTC and FDA.

The Company will not duplicate, summarize, or restate the substance of laws that already govern the Consultant. The Consultant is responsible for being informed about the laws that apply to his or her business.

### **3.4 Protect the Brand**

A Consultant must speak about the Company, its Brands, its other Consultants, its employees, and its suppliers in a manner consistent with the reputation of the family of companies.

This is not a requirement to be uncritical. The Company welcomes constructive criticism and encourages Consultants to send it directly to the Compliance Department. It is a requirement not to make public statements that disparage the Company, the Brands, the products, the compensation plan, or other Consultants in a way that damages the business of others.

### **3.5 Respect Other Consultants**

The field is the Company's most valuable asset. A Consultant must not solicit, recruit, or attempt to influence another Consultant or Customer to leave the Company or change Sponsors. A Consultant must not engage in "stacking" — manipulating placements to trigger unearned commissions or rank.

Outside of these restrictions, the Consultant is free to participate in other businesses, including other direct selling businesses, and free to sell products to anyone.

### **3.6 Sell to Real People**

The compensation plan pays on the sale of real products to real end consumers. A Consultant must:

- Personally consume, use in business building, or resell to actual retail customers at least seventy percent (70%) of every order before placing another order.
- Be able to demonstrate the above on request by the Company or by a regulatory authority.
- Refrain from purchasing product on his or her own or another's account for the purpose of qualifying for rank, bonus, or commission.

This is the FTC's 70% rule. It is required to keep the compensation plan lawful under federal regulations governing multi-level marketing. It is not optional and is not subject to internal exception.

### **3.7 No Bonus Buying**

"Bonus buying" means any practice that generates commission volume without a corresponding real product sale to a real consumer. This includes, without limitation:

- Enrolling individuals or entities without their knowledge or consent.
- Enrolling fictitious persons or entities ("phantoms").
- Purchasing under another Consultant's or Customer's account without that person's written, retained permission.
- Purchasing excess product to qualify for rank, commission, or bonus.
- Any other artifice intended to manipulate the compensation plan.

A Consultant who engages in bonus buying may be subject to immediate involuntary termination.

## **4.0 RUNNING YOUR BUSINESS**

### **4.1 Sponsorship**

The Sponsor is the Consultant who introduces a new Consultant or Customer to the Company. The Company recognizes the Sponsor as the name selected by the new Consultant during online enrollment.

A new prospect has the right to choose his or her own Sponsor. A Consultant who uses pressure, misrepresentation, or financial inducement to direct a prospect to a particular Sponsor is engaged in unethical sponsoring.

### **4.2 Cross-Sponsoring Prohibited**

Cross-sponsoring is the enrollment, into a different line of sponsorship, of an individual or Business Entity that already holds an active Consultant Agreement. Cross-sponsoring is prohibited.

The use of a spouse's name, a relative's name, a trade name, an assumed name, a Business Entity, or a fictitious tax identification number to circumvent this rule is also prohibited.

### **4.3 Training and Support**

A Sponsor is expected to provide reasonable training and ongoing support to personally sponsored Consultants. The form of that support — calls, emails, meetings, team chats, in-person training — is at the Sponsor's discretion.

The Company encourages Sponsors to focus training on product knowledge, retail selling, ethical recruiting, and compliance.

### **4.4 Sales Requirements**

A Consultant may resell products at any price the Consultant chooses. The Company publishes suggested retail prices. There are no exclusive territories. There is no franchise fee.

The compensation plan is built on retail sales. The Company encourages Consultants to purchase only what they and their families will use, what will be sold to retail Customers, or what will be used as samples for business building.

### **4.5 Presentation of the Compensation Plan**

When presenting the compensation plan to a prospective Consultant, the Consultant must:

- Quote the plan accurately, without omission of material facts.
- State clearly that the plan is based on the sale of products.

- State clearly that meaningful income requires meaningful work.
- Make no income claim outside the bounds of Section 4.6.
- Provide a copy of the Income Disclosure Statement.

#### **4.6 Income Disclosure Statement**

The Company publishes an Income Disclosure Statement ("IDS") setting out actual earnings of Consultants by rank. The IDS is the only source of income figures a Consultant may use.

A copy of the IDS must be provided to a prospective Consultant any time the compensation plan is presented or any income claim is made.

For purposes of this section, an "income claim" includes:

- Statements of average earnings.
- Statements of non-average earnings ("our top earner made...").
- Statements of earnings ranges.
- Income testimonials.
- Lifestyle claims ("quit your job," "live the dream").
- Hypothetical claims ("if you enroll twenty people, you can earn...").

If it sounds like a claim about money, the IDS goes with it.

#### **4.7 Actions of Household Members and Affiliated Parties**

A violation by a member of the Consultant's household, or by an owner, officer, or affiliated party of a Business Entity Consultant, is treated as a violation by the Consultant.

## **5.0 MARKETING AND PROMOTION**

### **5.1 The Brand Reputation Standard**

The Company does not pre-approve sales materials, websites, advertisements, or social media content. A Consultant is free to create his or her own marketing — within the following standard:

- The material must be truthful.
- The material must not make medical or disease claims.
- The material must not make unauthorized income claims.
- The material must clearly identify the Consultant as an Independent Consultant for the relevant Brand.
- The material must not damage the reputation of the Company, the Brand, or other Consultants.

- The material must not infringe on third-party intellectual property.

A Consultant who consistently produces materials outside this standard may be required to take the materials down. Repeated violations are grounds for sanction.

## 5.2 Product Claims

A Consultant may use only product claims that appear in official Company materials. The Consultant may share personal experience, provided the experience is identified as personal and is not generalized as a product effect. See Section 3.2 for the medical claims prohibition.

## 5.3 Income Claims

Income claims are governed by Section 4.6. A Consultant who publishes an income claim — in a video, on a social media post, in a presentation, in writing, anywhere — must accompany the claim with the current IDS or a link to the current IDS.

A Consultant may speak honestly about his or her own results. A Consultant may not represent personal results as typical, expected, or representative of what others will earn.

## 5.4 Trademarks and Trade Names

The names "Green Organics," "Zilara," "goDesana," "Heart & Body Naturals," and the logos, product names, and other identifying marks of the Company and its Brands are proprietary.

When identifying with a Brand, a Consultant must make clear that he or she is an independent Consultant and not the Company itself.

A Consultant may not:

- Register a domain name, social media handle, or business name that contains the Company name, a Brand name, or a confusingly similar variant.
- Use a Brand name in a way that suggests the Consultant is the Company or a corporate office.
- Answer the telephone, voicemail, or messaging service as though calling the Company itself.

## 5.5 Websites and Social Media

A Consultant may operate personal websites, blogs, and social media accounts that promote his or her business. There is no limit on the number of such accounts. There is no registration fee. There is no required corporate redirect button.

The standard in Section 5.1 applies to every page, post, video, and comment.

On any account where the Consultant identifies with the Company or a Brand, the Consultant must:

- Not impersonate another person or conceal identity to evade accountability for what is posted.

- Identify clearly as an Independent Consultant for the relevant Brand.
- Comply with the FTC’s endorsement and testimonial rules, including disclosure of the Consultant relationship in posts that promote products.

A Consultant may not represent a personal website as the Company’s corporate site. A Consultant may not place orders or process new enrollments through a personal site outside the Company’s official enrollment system.

If the Consultant’s account ends, the Consultant must remove or update materials that identify him or her as a current Consultant within thirty (30) days.

## **5.6 Email, Text, and Telephone**

A Consultant must comply with the CAN-SPAM Act for email, the Telephone Consumer Protection Act for calls and texts, and analogous state laws.

In summary:

- Do not send unsolicited commercial email to people with whom you have no relationship.
- Do not call numbers on the federal Do Not Call registry without an established business relationship or prior written consent.
- Do not use automated dialers or pre-recorded messages.
- Do not send commercial text messages without prior express written consent.
- Honor opt-out requests promptly.

The Company will not restate these laws here. A Consultant uncertain about a practice should consult counsel or the relevant federal agency.

## **5.7 Testimonials and Likeness**

By signing the Consultant Agreement, the Consultant grants the Company permission to use his or her testimonials, name, image, and likeness in Company sales and marketing materials, without compensation.

A Consultant who wishes to withdraw this permission may do so by written notice to the Compliance Department. Withdrawal applies to new materials only; the Company is not obligated to recall materials already in distribution.

# **6.0 ORDERING**

## **6.1 General Order Policies**

Prices are subject to change without notice.

A Consultant or Customer who receives a damaged, incorrect, or short order must notify the Company within thirty (30) days of receipt.

The Company is not responsible for delays caused by carriers, weather, customs, or other circumstances beyond its reasonable control.

## **6.2 Insufficient Funds**

A check returned for insufficient funds is subject to re-submission and a reasonable returned-check fee consistent with state law.

If a credit card payment is declined twice consecutively, the Company may suspend the order, the autoship, or the account until payment is resolved.

Any balance owed to the Company may be deducted from future commission payments.

## **6.3 Address Changes**

It is the Consultant's or Customer's responsibility to maintain a correct shipping address. A package returned to the Company because of an incorrect address may be re-shipped at the recipient's cost.

## **6.4 Sales Tax**

The Company collects and remits sales tax on orders shipped to states in which the Company has a tax obligation. A Consultant who holds a valid resale certificate may provide it to the Company to be exempt from collected sales tax. A Consultant who marks up product for resale is responsible for collecting and remitting any additional sales tax due.

# **7.0 COMMISSIONS AND BONUSSES**

## **7.1 Qualification**

A Consultant in good standing and in compliance with the Agreement is eligible for retail commissions on personal retail sales.

To qualify for downline commissions, overrides, and team bonuses, a Consultant must also be active as defined in Section 2.6.

The Company will not pay any commission until a signed (or electronically authorized) Consultant Agreement is on file, and, for United States Consultants, a completed IRS Form W-9.

## **7.2 Computation and Discrepancies**

Commissions, bonuses, overrides, and rank are calculated each pay cycle in accordance with the compensation plan.

A Consultant must review monthly statements and report any discrepancy within thirty (30) days. After thirty (30) days, the figures are final absent clear evidence of error.

### **7.3 Adjustments for Returns and Chargebacks**

When a product is returned for refund, or a payment is reversed by chargeback, commissions paid on the returned or reversed amount are deducted from the Consultant who received them. Deductions continue across pay periods until recovered.

If a Consultant's account ends with a negative balance owed to the Company, the Company may offset the balance against any future amount otherwise payable.

### **7.4 Tax Reporting**

The Company issues a Form 1099-NEC to each U.S. Consultant who earns six hundred dollars (\$600) or more in non-employee compensation during a calendar year. The Consultant is solely responsible for all income and self-employment taxes due. The Company does not withhold.

## **8.0 SATISFACTION GUARANTEED**

### **8.1 Customer Returns**

If a Customer is not satisfied with a product purchased from the Company, the Customer may return it within sixty (60) days of receipt for a full refund of the product price, less original shipping. Return shipping is the Customer's responsibility unless the product was shipped in error or arrived damaged.

There is no restocking fee.

### **8.2 Consultant Resignation Returns**

A Consultant who resigns may return product in resalable condition (unused, unopened, not expired) within twelve (12) months of purchase for a refund of ninety percent (90%) of the product price, less original shipping. Return shipping is the Consultant's responsibility.

Commissions and bonuses paid on returned product are reclaimed from the Consultants who received them.

### **8.3 International Orders**

International Customers and Consultants are responsible for compliance with their country's import laws, including all duties, taxes, and licenses. The Company is not responsible for:

- Shipments seized, destroyed, or returned by customs.
- Shipments delayed by customs or local carriers.

- Address changes made after the order is dispatched.

International shipping is charged at the rate posted at checkout. The Customer may be charged the actual shipping cost if it materially exceeds the posted rate.

#### **8.4 How to Return**

The product should be mailed to the return address published on the Company website. A copy of the original invoice should be included with the return. Shipping is prepaid by the sender.

## **9.0 PRIVACY**

### **9.1 Privacy Commitment**

The Company handles Consultant and Customer information responsibly and in compliance with applicable federal and state privacy laws. The Company's full Privacy Policy is published on the Company website and is the authoritative statement of the Company's privacy practices. The summary below describes the key points; where the Privacy Policy provides more detail or more current information, it controls.

### **9.2 What We Collect**

- Personally identifiable information: name, address, email, telephone, payment information, and tax identification number.
- Order and transaction history.
- Account credentials.
- Technical information about website use, including cookies, IP address, browser type, and device information.

### **9.3 How We Use It**

The Company uses Consultant and Customer information to operate the business: to process orders, pay commissions, communicate with Consultants and Customers, comply with tax and regulatory law, and improve the service.

### **9.4 Sharing**

The Company shares personally identifiable information only with:

- Service providers acting under written confidentiality (payment processors, shippers, hosting providers, marketing platforms).
- Law enforcement and regulatory authorities, where required by law.
- A successor in interest, if the Company is sold or acquired.

## **9.5 Children**

The Company's sites are not directed to children. The Company does not knowingly collect personal information from children except as permitted by applicable law.

## **9.6 Security**

The Company uses reasonable physical, electronic, and managerial measures to protect Consultant and Customer information. Communications by email and post are not encrypted unless explicitly arranged.

## **9.7 Your Rights**

A Consultant or Customer may access and correct personal information by logging into the Company website or by writing to the Compliance Department. Depending on state of residence, additional rights may apply — including rights to delete, port, or opt out of certain types of processing. The Company's website Privacy Policy describes these rights and how to exercise them.

# **10.0 CONFIDENTIALITY AND TRADE SECRETS**

## **10.1 Confidential Business Information**

The names, contact information, sales history, and genealogy of Consultants and Customers; commission and bonus reports; and other financial, scientific, and operational information of the Company are confidential and proprietary. The Consultant acknowledges that these constitute trade secrets of the Company.

## **10.2 Obligation of Confidentiality**

During the term of the Agreement and for five (5) years after termination, the Consultant must not:

- Use confidential information for any purpose other than promoting his or her authorized business with the Company.
- Disclose confidential information to any person or entity.

## **10.3 Remedies**

The unauthorized use or disclosure of confidential information causes irreparable harm to the Company and to other Consultants. The Company is entitled to injunctive relief and damages, plus reasonable attorneys' fees and costs.

# **11.0 CHANGES TO YOUR BUSINESS**

## **11.1 Modifying the Consultant Agreement**

A Consultant may modify the Agreement — changing tax identification numbers, adding a spouse, converting to a Business Entity, or similar — by submitting a support ticket with the requested change and any supporting documentation.

### **11.2 Changing Sponsor or Placement**

Any request to change Sponsor or Placement — whether from a Sponsor seeking to move a personally sponsored Consultant, a Consultant requesting a different Sponsor, or any party seeking a Placement adjustment — must be submitted to the Company through a support ticket. The ticket should describe the request and the circumstances behind it.

Paula Scarcella personally reviews each request. The decision is final.

There are no rigid windows or qualifying criteria. Sponsor and Placement decisions are made with judgment, not by formula.

### **11.3 Sale, Assignment, or Transfer**

A Consultant who wishes to sell, assign, or transfer the Consultant position submits a support ticket describing the proposed transaction. The ticket should include the identity of the proposed buyer, a copy of the sale agreement, and any other relevant documentation.

Paula Scarcella personally reviews each request. The decision is final.

If approved, any outstanding balance owed by the seller must be satisfied before the transfer takes effect.

### **11.4 Separation, Divorce, and Dissolution**

If a Consultant Business Entity (including a married couple) dissolves or separates, the parties must adopt one of the following:

- One party operates the business with the written consent of the other. The Company pays only the named operating party.
- The parties continue to operate jointly. The Company pays in the name on file and is not responsible for distribution among owners.

The Company recognizes only one downline organization and issues only one commission payment per Consultant position per cycle. The Company will not split downlines or split commissions among separating parties.

A party who relinquishes all rights to the original position in writing may re-enroll under a new Sponsor.

### **11.5 Succession**

Upon the death or incapacity of a Consultant, the Consultant position passes to the legal successor. The successor must submit:

- A certified copy of the death certificate (for death) or a notarized appointment as trustee or conservator (for incapacity).
- Any other legal documentation establishing the right to the position.
- A new Consultant Agreement, signed by the successor.

A successor who is already a Consultant may operate both positions for up to six (6) months, after which one must be sold, transferred, or terminated.

### **11.6 Resignation**

A Consultant may resign at any time by logging into the back office and selecting Cancel Account. Resignation takes effect immediately.

A former Consultant who wishes to re-enroll under a Sponsor other than the original is subject to Section 11.2.

### **11.7 Involuntary Termination**

The Company may terminate a Consultant for:

- Material breach of the Consultant Agreement, these Policies and Procedures, or the compensation plan.
- Violation of applicable law or regulation in the conduct of the business.
- A pattern of unethical conduct.

Procedure:

- The Company notifies the Consultant in writing of the intent to terminate and the reasons.
- The Consultant has fifteen (15) calendar days from the date of notice to respond in writing.
- The Company renders a final decision within thirty (30) calendar days of the Consultant's response.
- A terminated Consultant may appeal in writing within fifteen (15) calendar days of the termination notice. The Compliance Department reviews the appeal. The decision on appeal is final.

A terminated Consultant may not re-enroll for twelve (12) months.

### **11.8 Effect of Cancellation**

Upon cancellation for any reason — voluntary resignation or involuntary termination — the former Consultant:

- Has no right to commissions, bonuses, or other payments related to the former organization, except for the last pay period worked.
- Has no claim, title, or interest in the former downline.
- Must cease use of the Company name, Brand names, trademarks, and trade dress.
- Must update or remove materials identifying him or her as a current Consultant within thirty (30) days.

## **12.0 SANCTIONS**

### **12.1 Range of Available Actions**

If the Company determines that a Consultant has violated the Agreement, the Company may impose one or more of the following actions, in proportion to the violation:

- A monitored compliance period.
- A written warning or required corrective action.
- A commission hold pending resolution.
- A fine, deducted from future commissions where consistent with applicable law.
- Suspension from Company events, awards, or recognition.
- Suspension of the Consultant position for one or more pay periods.
- Involuntary termination under Section 11.7.
- Legal proceedings for damages or equitable relief.

### **12.2 Proportionality**

The Company aims to apply the least severe action that resolves the violation and protects the field. A first-time, good-faith mistake is typically met with a warning. Repeated, intentional, or material violations are met with stronger action.

## **13.0 DISPUTE RESOLUTION**

### **13.1 Direct Resolution**

If a Consultant has a grievance with another Consultant, the Consultant is encouraged to attempt to resolve it directly with the other party. The Company expects adults engaged in business with one another to attempt good-faith resolution before escalating.

### **13.2 Grievances to the Company**

If direct resolution fails, the complaining Consultant may submit a support ticket to the Company. The ticket should include:

- The nature of the alleged violation.
- Specific facts to support the allegation.
- Dates and number of occurrences.
- Persons involved.
- Supporting documentation.

The Compliance Department will acknowledge receipt, notify the respondent, provide the respondent at least ten (10) business days to respond, and investigate. The Compliance Department's written decision is final and binding on the Consultants involved.

The Company will not arbitrate personal disputes that fall outside the conduct of a Consultant's business with the Company.

### **13.3 Mediation**

Before initiating arbitration under Section 13.4, the Consultant and the Company agree to attempt to resolve any dispute through one (1) session of mediation with a mutually selected mediator. The cost of the mediator is shared equally. Mediation is not required where the Company seeks injunctive relief to protect confidential information or trademarks.

### **13.4 Arbitration**

Any controversy or claim arising out of or relating to the Agreement, these Policies and Procedures, the compensation plan, the Consultant's business, or any dispute between the Consultant and the Company, that is not resolved by mediation, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Arbitration shall be held in Cincinnati, Ohio, before a single arbitrator selected from a panel provided by the AAA. The arbitrator shall have expertise in business law and familiarity with the direct selling industry.

The prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees and costs. The arbitrator's decision is final and may be entered as a judgment in any court of competent jurisdiction.

**NO CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION IS PERMITTED. JOINDER OR CONSOLIDATION OF A CLAIM WITH THE CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS IS NOT PERMITTED.**

This agreement to arbitrate survives the termination of the Consultant Agreement. This Section may be modified only by written, mutual consent of the Consultant and the Company.

### **13.5 Injunctive Relief**

Nothing in this Section prevents the Company from seeking from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or permanent injunction to protect its confidential information, trademarks, or trade dress, before, during, or after arbitration.

### **13.6 Severability**

If any provision of these Policies and Procedures is held invalid or unenforceable, only that provision is severed; the remainder remains in full force and effect.

### **13.7 Waiver**

Only a written waiver, signed by an officer of the Company, is effective. The Company's decision not to enforce a particular provision in one instance does not waive the right to enforce it in another.

### **13.8 Successors**

The Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.

## **14.0 GOVERNING LAW**

These Policies and Procedures, the Consultant Agreement, and the compensation plan are governed by and construed in accordance with the laws of the State of Ohio, without reference to its conflict of laws principles. Subject to the arbitration provision in Section 13.4, the exclusive jurisdiction for any judicial proceeding shall be the state and federal courts located in the State of Ohio.

### **Green Organics, LLC**

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