

Terms and Conditions

NATURA Inc. (herein referred to as NATURA) is committed to the integrity of its business practices. As you carefully read these Terms and Conditions, you will sense the highest level of commitment and fairness we have for doing business with others in all that we do. We deeply value the same commitment in return.

Please note that any breach of these Terms and Conditions by any member of NATURA's Distributor family can, at the very least, result in the loss of the privilege of representing NATURA and any benefits that come from that representation.

NATURA and I agree as follows:

1. I am of legal age in the state my residency. I agree that I am an independent distributor, responsible for determining my own business activities and not an agent, employee of NATURA. I will not represent in any manner that I am an agent or legal representative of NATURA I am responsible for the payment of all federal and state self-employment taxes and any other taxes required under any federal, state or regulatory taxing agency. California residents pay sales tax on suggested retail price when ordering product. Non-California resident Distributors must collect and report applicable sales taxes on the customer sales to their state.

2. NATURA does not grant any exclusive or geographical territories to me, products and the Distributor positions to prospects, I agree that such presentation shall be strictly according to the following format and that I will be terminated as a Distributor if I fail to do so:

In each presentation of NATURA opportunity, the prospect shall be directly informed that no payment or initial purchase is required to become a NATURA Distributor.

This position does not constitute the sale of a franchise or of a distributorship and no fee or initial purchase for participation within NATURA as a Distributor has been required from me.

3. I agree that as a NATURA Distributor, I shall place primary emphasis upon the selling of NATURA's products to ultimate consumers. Distributors residing in the states of Maine, North Dakota, Michigan, Indiana, Iowa and West Virginia are limited to \$495.00 in purchases as a Distributor from NATURA during the first six months of Distributor status. Permissible Distributor purchases shall be automatically modified to comply with the exemption requirements set forth in any states' law regulating business opportunities.

4. I agree that I shall sell or distribute the majority in dollar cost (over 50%) of my wholesale product orders to non-Distributor consumers prior to reordering product. Retail sales records shall be maintained and subject to review and verification upon NATURA's request. Commissions are paid only upon the sale of products. No commissions are paid for the sponsoring of another distributor.

5. In order to maintain a viable Marketing Program and to comply with changes to federal, state or local laws in economic conditions, NATURA may provide additional Terms and Conditions from time to time, as well as to modify the Compensation Program(s). Such Policies and Procedures and Compensation Programs(s) modifications, and all changes thereto, shall become a binding part of this Agreement upon publication in the official Natural International Inc. Distributor Newsletter, Website and/or other official Company information pieces. All NATURA's distributors are required to read the NATURA's Policy & Procedures Manual on a regular basis to understand all the policies and procedures. This Policy and Procedures Manual is made available to all Distributors in its entirety. Please come by a NATURA Office or Distributors Center, or you may request a copy from NATURA's Home Office. If under any applicable and binding law or rule of any applicable jurisdiction, any provision which NATURA has prescribed in held to be invalid or unenforceable, NATURA shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof to the extent required to be valid and enforceable. I will be bound by any such modification, which shall be effective only in the jurisdiction required.

6. I understand that no Attorney General or other regulatory authority ever reviews, endorses or approves any product, compensation program or company, and I will make no such claim to others.

7. I understand that my Distributor position can be inherited or bequeathed, but cannot be transferred, assigned or sold during my lifetime unless authorized in writing by the President & CEO of NATURA. NATURA may assign, sell or transfer this agreement.

8. This Agreement shall be in effect upon its receipt and acceptance by NATURA at its home offices in Santa Fe Springs, California, and is valid for one year. This agreement may be renewed each year in accordance with the renewal process of NATURA, which could include a renewal fee.

9. I will not promote my Distributor business nor use NATURA name, or the trade names, logos, sales materials, trademarks or service marks of NATURA unless the materials have been approved in writing by NATURA prior to their use by me. I understand that unauthorized use or duplication of trademarks or copyrighted materials is a violation of federal law.

10. I am responsible for supervising and supporting the Distributors I directly sponsor into the program and in my commissionable downline. I agree to maintain monthly communication and support to those Distributors in my commissionable downline by way of any of the following, or combination thereof: Personal contact, telephone communication, written communication, and attendance at Distributors meetings. Distributors must be active. Being active requires a minimum purchase of 100 points every month (please read the NATURA Compensation Plan Description for all Distributors Level requirements). If a Distributor is not active for 3 months the Distributor will be considered inactive and will lose the Distributor's down line genealogy. The Distributor must then wait a minimum of 6 months before once again becoming a NATURA Distributor and reactivating a new Distributor membership. The Distributor's original genealogy (entire downline organization) will not be returned to Distributor.

11. NATURA provides the following fulfillment to its Distributors:

- 1) A new Distributor's packet of sales literature, whether or not the optional sales kit is purchased;
- 2) Shipment of ordered sales aids and products within ten days of receipt of order and clearance of funds, subject to availability of items ordered;
- 3) Calculation and payment of Distributor commissions.
- 4) Payment terms on Distributor purchases: check, money order or credit card with order. No credit purchases of C.O.D. are available.
- 5) Commissions are payable to Distributors according to the Compensation Program(s) which is/are incorporated herein by reference.

12. I will not make false or misleading statements about NATURA's business opportunity or products, including but not limited to claims that Natura's products diagnose, cure, treat or prevent disease. Display of commission checks and the making of income projections to prospective Distributors are prohibited. I will make no statements or representations when selling NATURA's products, other than those contained in materials provided by or approved by Natural International Inc. Neither NATURA nor anyone else has made any claim to me of any kind concerning earning potential.

13. Distributors in the same household or business shall not have the same sponsor. A Distributor may not own or hold an interest in more than one NATURA Distributorship unless approved by NATURA. Change of original sponsor is not permitted unless approved in writing by NATURA

14. Distributor and customer lists, names, history and all contact information are owned by NATURA and may never be used for any commercial or personal purpose without the prior written consent of NATURA. Distributor acknowledges that all customer lists and all contact information is extremely confidential and may not be disclosed to anyone for any reason without the prior written consent of NATURA. Distributor further acknowledges that all Distributor information, including but not limited to, lists, names, telephone numbers, addresses, order history, sales records and more, are Trade Secrets owned by NATURA. During the term of this Agreement and for one year thereafter, Distributors shall not, directly solicit in any way through friends, business associates, relatives or any other third party, Distributors or customers of Natural International Inc. to other network marketing companies or organizations that are distributing similar products or nutritional supplements. Any attempt to skirt or bypass this section of the contract by luring or enticing Natural International Inc. Distributors or customers to other network marketing companies or organizations that are distributing similar products or nutritional supplements will be considered a breach of this contract.

15. Distributor shall at all times act in an honest and business like manner in connection with his/her NATURA Distributor business and shall not harass or disparage NATURA or any NATURA customer or employee. Contact with NATURA's product and/or service suppliers is prohibited.

16. Should any provision of this agreement be held to be unenforceable, the balance of this agreement shall remain in full force and effect and NATURA shall have the right to modify any unenforceable provision(s), specification(s), standard or operating procedure or any portion thereof to the extent required to be valid and enforceable. Non-enforcement of any provision of this agreement by NATURA shall not be deemed a waiver of its right to enforce such provision.

17. Distributor waives all claims against NATURA arising from Distributor's acts and omissions under this agreement, and indemnifies NATURA from claims of third persons arising out of Distributors acts and omissions under this agreement. In no event shall NATURA be held liable to Distributor for consequential damages.

18. Distributors may return literature and products in re-saleable condition at any time within thirty days of purchase and receive 90% refund. Shipping costs for returned items shall be borne by

the Distributor. Payment will be made within thirty days of actual receipt of returned items. Deposits are refundable upon written request made within sixty days of termination of Agreement at the option of NATURA. NATURA will honor refund policies provided by any state or federal law applicable to Distributor. (New Mexico and Wyoming – one year; Georgia and Massachusetts – no time limited as to obligated commission qualification of wholesale product purchases). I agree that NATURA may offset any amounts that I owe NATURA including charge backs for product returns.

19. A Distributor will not promote or sell any other products at NATURA meetings or functions organized to feature NATURA products. I agree that during the term of this agreement and for a period of one (1) year thereafter, I shall not, directly or indirectly, on my own behalf or on the behalf of any other person or entity solicit, induce or hire or attempt to solicit, induce or hire any Distributor, employee, member, customer supplier or vendor of NATURA. (I) to enter into any business relationship with other direct sales or network marketing company or individual selling nutritional supplements or competing products. (II) to terminate or alter his or her business or employment relationship with NATURA.

20. California residents are required by law to pay the appropriate sales tax on orders.

21. NATURA does not require me to sponsor or recruit anyone. Compensation is based upon the sale of NATURA's products and not upon sponsoring or recruiting. As a Distributor, I will place emphasis on making retail sales to consumers.

22. I shall abide by all applicable federal, state and local laws or regulations, and the terms of this agreement and the Policies and Procedures and the Compensation Plan, all of which are incorporated in this agreement by reference.

23. All rights, powers and remedies given to NATURA are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law.

24. To the extent permitted by law, NATURA shall not be liable for and I release NATURA from, and waive all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by me as a result of (a) the breach by me of the terms of this agreement and/or the Policies and Procedures; (b) the operation of my business; (c) any incorrect or wrong data or information provided by me; or (d) the failure to provide any information or data necessary for NATURA International to operate its business, including, without limitation, the enrollment and acceptance of me or the of commissions and bonuses.

25. If this agreement is terminated, for breach of any Distributors obligations under this agreement, the Distributor will lose all his or her rights as a NATURA Distributor. I agree that upon a breach of this agreement that NATURA will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. I agree that the remedy at law for any breach of any provision of this agreement shall be inadequate and that, in addition to other remedies, in law or in equity, it may have, NATURA shall be entitled, without necessity or providing actual damages, to temporary and permanent injunctive relief to prevent the breach of any provisions of this agreement and/or to compel specific performance of this agreement. In addition, NATURA shall be entitled to cost and expenses, including reasonable attorney's fees, in enforcing its rights under this agreement

26. This Agreement is governed under the laws of the State of California. The parties agree that any claim, dispute or other difference between the parties shall be exclusively resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association with arbitration to occur at Santa Fe Springs, California. Louisiana Distributors arbitration at New Orleans, Louisiana. The arbitrator may award in addition to declaratory relief, actual damages and shall award reasonable attorney's fees to the prevailing party.