

**MONS PURA**  
**POLICIES and PROCEDURES**  
 Effective 11/7/2022

**1.0 INTRODUCTION**

**1.1 Mons Pura is committed to:**

- I. Provide prompt, professional and courteous service and communications to all of its Influencers;
- II. Provide high quality Products, at fair and reasonable prices;
- III. Pay commissions accurately and on a timely basis; and
- IV. Support, protect and defend the integrity of the Mons Pura opportunity.

**In return, Mons Pura expects that its Influencers will:**

- I. Conduct themselves in a professional, honest, and considerate manner;
- II. Present Mons Pura corporate information and its Products in an accurate and professional manner;
- III. Present the Compensation Plan and Return Policy in a complete and accurate manner;
- IV. Not make exaggerated or unverifiable income claims;
- V. Make reasonable efforts to support and train Influencers and Customers in their Downline;
- VI. Not engage in cross-line recruiting, unhealthy competition or unethical business practices;
- VII. Support, protect, and defend the integrity of the Mons Pura Opportunity; and
- VIII. Accurately complete and submit the Influencer Agreement and any requested supporting documentation in a timely manner.

**1.2 Mons Pura Policies and Procedures and Compensation Plan Incorporated into the INFLUENCER Agreement:**

- A. Throughout these Policies and Procedures, the Sponsoring Influencer will provide the most current version of these Policies and Procedures (available on the Mons Pura Website) and the Mons Pura Compensation Plan to each prospective Influencer prior to his or her execution of the Influencer Agreement.

**1.3 Purpose of Policies and Procedures**

- A. Mons Pura is a direct sales company that manufactures and markets proprietary Products through independent distributors, referred to as Influencers. To clearly define the relationship that exists between Influencers and Mons Pura, and to explicitly set a standard for acceptable business conduct, Mons Pura has established these Policies and Procedures.
- B. Mons Pura Influencers are required to comply with (1) all of the Terms and Conditions set forth in the Influencer Agreement, which Mons Pura may amend in its sole discretion; (2) all federal, state, provincial, territorial, and local laws governing his or her Mons Pura business; and (3) these Policies and Procedures.

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- C. Mons Pura Influencers must review the information in these Policies and Procedures regularly and carefully. Should an Influencer have any questions regarding a policy, procedure or rule, the Influencer is encouraged to seek an answer from his or her Sponsor or any other Upline Influencer. If further clarification is needed the Influencer may contact the Mons Pura Customer Support Department.

## **1.4 Changes, Amendments, and Modifications**

- A. Because federal, state, and local laws, as well as the business environment, periodically change, Mons Pura reserves the right to amend the Agreement in its sole and absolute discretion. Notification of amendments shall appear in official Mons Pura Materials.
- B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
- I. posting on the official Mons Pura Website;
  - II. electronic mail (e-mail); or
  - III. in writing through any of the various Mons Pura communication channels.

## **1.5 Delays**

- A. Mons Pura shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, weather, curtailment of a source of supply, or government decrees or orders. This disclaimer of liability also applies to any damages or injury caused by any error, omission, deletion, defect, interruption, failure of performance, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, negligence, tortious behavior, or under any other cause of action.

## **1.6 Effective Date**

- A. These Policies and Procedures shall become effective as of September 21, 2022 and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and Procedures”), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

## **2.0 BASIC PRINCIPLES**

### **2.1 Becoming a Mons Pura Influencer**

- A. To become an Influencer, an applicant must comply with the following requirements:
- I. Be of the age of majority (not a minor) in his or her state/country of residence;
  - II. Reside or have a valid address in the United States or a U.S. territory;
  - III. Have a valid Social Security Number, Federal Tax ID Number, or Taxpayer Identification Number (TIN/EIN) for his or her country of legal residence;
  - IV. Submit a properly completed and signed/e-signed Influencer Agreement to Mons Pura;

### **2.2 New Influencer Registration by Internet, Fax, Mail or Telephone**

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- A. A potential new Influencer may self-enroll on the Sponsor's website using the e-sign procedure. In such event, instead of a physically signed Influencer Agreement, Mons Pura will accept the web enrollment and Influencer Agreement by accepting the "electronic signature" stating the new Influencer has accepted the terms and conditions of such Influencer Agreement. Please note that such electronic signature constitutes a legally binding Agreement between the Influencer and Mons Pura.
- B. The new Influencer will select a Mons Pura username and password, which will be used to place orders, structure organizations, and track commissions and bonuses that will be connected to their unique Influencer ID number assigned to them upon their enrollment by Mons Pura.
- C. Each Influencer must have its own separate and distinct legal business name and SSN or TIN. If applicable, each Influencer will receive a separate 1099 tax form at the end of each year.
- D. Purchasing more than one Influencer position, either personally or through other entities owned or controlled by the Influencer, for the sole purpose of qualifying for or triggering additional bonuses is strictly prohibited and is subject to the termination of some or all of the Influencer positions at the sole discretion of Mons Pura.

### **2.3 Rights Granted**

- A. Mons Pura hereby grants to the Influencer a non-exclusive right, based upon the terms and conditions contained in the Influencer Agreement and these Policies and Procedures, to:
  - I. Purchase Mons Pura proprietary Products and services;
  - II. Promote and sell Mons Pura proprietary Products and services; and
  - III. Sponsor new Influencers in the United States.

### **2.4 Personal Identification Numbers**

- A. Each Influencer is required to provide his or her Social Security Number, or Federal Employee Identification Number (EIN/TIN), if located in the United States or any of its territories, to Mons Pura and/or its designated payment processor. Mons Pura reserves the right, whether through its own payment service or through its designated payment processor, to withhold commission payments from any Influencer who fails to provide such information or who provides false information. Changes to the SSN or EIN number must be submitted to Mons Pura through Customer Support with supporting documentation. The government identifying number must match the enrollment name of the Influencer or business and proof of such must be provided with changes or upon any request of Mons Pura.
- B. Upon enrollment, Influencer will use their selected username and password to place orders, structure organizations, and track commissions and bonuses that are connected to their Mons Pura assigned ID number. It shall be the Influencer's responsibility to ensure the integrity of their sales, commissions, bonuses, and organizations.

### **2.5 Renewals and Expiration of the Influencer Agreement**

- A. If the Influencer allows his or her Influencer Agreement to expire due to nonpayment of required fees, the Influencer will lose any and all rights to his or her Downline organization unless the Influencer re-activates within 90 days following the expiration of the Agreement.
- B. If the former Influencer re-activates within the 90-day grace period by paying the required fees and fulfilling any other delinquencies, the Influencer will resume the rank and position held immediately prior to the expiration of the Influencer Agreement. However, such Influencer's 'paid-as' level will not be

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restored unless he or she qualifies at that payout level in the new month. *The Influencer is not eligible to receive commissions for the time period that the Influencer's distributorship was expired.*

- C. Any Influencer whose Agreement has expired and lapsed the 90-day grace period is not eligible to re-apply for a Mons Pura business for 6 months following the expiration of the Influencer Agreement unless approved by Mons Pura.
- D. Any Influencer terminated by Mons Pura may not re-apply to do business for at least six (6) months from their termination date. Such re-application acceptance is at the sole discretion of Mons Pura.
- E. The Downline of the expired Influencer will roll up to the immediate, active Upline Sponsor.

### 2.6 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be a Mons Pura Influencer. This Influencer Business and position will remain *temporary* until the proper documents are submitted. The entity must submit its Certificate of Incorporation, Articles of Organization, Partnership Agreement, Operating Agreement, or appropriate trust documents to Mons Pura, along with a properly completed Business Entity Registration form. Mons Pura must receive these documents within fourteen (14) days from the date the Influencer Agreement was signed/e-signed. The Business Entity Registration form must be signed by all of the shareholders, partners, members or trustees of an entity. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Mons Pura.

All required information must be e-mailed to: [compliance@monspura.com](mailto:compliance@monspura.com)

- B. A Mons Pura Influencer may change its status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another by notifying Mons Pura and providing the appropriate paperwork as applicable under 2.6A.
- C. An Influencer may make a username / replicated site change by going to their Field Guide (aka Back Office) and submitting the new username. If the username is available, the Field Guide system will accept it as the new username.

### 2.7 Independent Business Relationship; Indemnification for Actions

- A. The Mons Pura Influencer is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Influencer's success depends on his or her independent efforts.
- B. The Agreement between Mons Pura and its Influencers does not create an employer/employee relationship, agency, partnership, or joint venture between Mons Pura and the Influencer.
- C. A Mons Pura Influencer shall not be treated as an employee of Mons Pura for any purposes, including, without limitation, for federal, state, or provincial tax purposes or taxes applicable to their country of residence/business. All Influencers are responsible for paying any and all taxes required, personally or as a business, including local, state, provincial, and federal taxes due from all compensation earned as an Influencer of Mons Pura. Any other compensation received by Influencers from Mons Pura will be governed by applicable U.S. laws (or the tax laws of any other applicable jurisdiction). The Influencer has no express or implied authority to bind Mons Pura to any obligation or to make any commitments by or on behalf of Mons Pura. Each Influencer shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the terms of the Influencer Agreement, these Policies and Procedures and applicable state, federal, and provincial laws or laws within their country of residence/business.

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- D. The Mons Pura Influencer is fully responsible for all of his or her verbal and written communications made regarding Mons Pura proprietary Products, services, and the Compensation Plan that are not expressly contained within official Mons Pura materials. Influencers shall indemnify and hold harmless Mons Pura, its directors, officers, employees, and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Mons Pura as a result of the Influencer's unauthorized representations or actions. This Provision shall survive the termination of the Mons Pura Influencer Agreement.

## **2.8 Training**

- A. Mons Pura Influencers shall be eligible to receive training, provided by their Upline and Mons Pura, regarding Mons Pura's proprietary Products and services, business building information, including but not limited to the Mons Pura Website, training seminars and events sponsored by Mons Pura or by other organizations, at Mons Pura's discretion.

## **2.9 Errors or Questions**

- A. If an Influencer has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Influencer must notify Mons Pura in writing within 30 days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived by the Influencer.

## **3.0 MONS PURA INFLUENCER RESPONSIBILITIES**

### **3.1 Correct Addresses and Personal Information**

- A. It is the responsibility of the Influencer to make sure Mons Pura has the correct mailing address, email address and personal contact information in their Back Office or "Field Guide".
- B. An Influencer planning to move needs to update his or her new address, telephone numbers and other pertinent contact information on their Mons Pura business website through their Back Office or "Field Guide".

### **3.2 Training and Leadership**

- A. Any Mons Pura Influencer who Sponsors another Influencer into Mons Pura should ensure his or her Downline is properly operating his or her Mons Pura business. Sponsoring Influencers should have ongoing contact and communication with the Influencers in their Downline organizations. Examples of communication may include but are not limited to: newsletters, written correspondence, telephone, text, team calls, voicemail, e-mail, personal meetings, accompaniment of Downline Influencers to Mons Pura meetings and training sessions and any other related functions.
- B. A Sponsoring Mons Pura Influencer should monitor the Influencers in his or her Downline organizations to ensure that Downline Influencers do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Influencer should be able to provide documented evidence to Mons Pura of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- C. Upline Influencers are encouraged to motivate and train new Influencers about Mons Pura's proprietary Products and services, effective sales techniques, the Mons Pura Compensation Plan and compliance with company policies and procedures.
- D. As an Influencer progresses through the various levels of leadership, he or she may become more experienced in sales techniques, product knowledge and understanding of the Mons Pura program. With this in mind, he or she will be called upon to share this knowledge with less experienced Influencers

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within their organizations. Mons Pura expects Influencers at the highest ranks to exhibit exemplary behavior in their roles as leaders.

- E. Regardless of their level of achievement, Influencers are encouraged to continue to promote sales through the recruitment of new Influencers and through serving their existing organization.
- F. We encourage all Influencers to become familiar with all of Mons Pura's Products and services.

### **3.3 Reporting Policy Violation**

- A. An Influencer who observes a policy violation by another Influencer should submit an e-mail about the violation directly to the Mons Pura corporate office at the following e-mail: [compliance@monspura.com](mailto:compliance@monspura.com). The e-mail shall set forth the details of the incident as follows:
  - I. The nature of the violation;
  - II. Specific facts to support the allegations;
  - III. Dates;
  - IV. Number of occurrences;
  - V. Persons involved; and
  - VI. Supporting documentation.
- B. Once the matter has been presented to Mons Pura, it will be researched thoroughly by the Compliance Department and appropriate action will be taken, if required.
- C. This section refers to the general reporting of policy violations as observed by other Influencers for the mutual effort to support, protect, and defend the integrity of the Mons Pura business and opportunity. If an Influencer has a grievance or complaint against another Influencer which directly relates to his or her Mons Pura business, the procedures set forth in Section 12.1 must be followed.

### **3.4 Sponsorship**

- A. The Sponsor is the person who introduces an Influencer to Mons Pura. The Sponsor helps complete their enrollment, and supports and trains those in their Downline.
- B. Mons Pura recognizes the Sponsor as the person shown on the first Electronically signed Influencer Agreement from the Mons Pura Influencer's website.
- C. Mons Pura recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Mons Pura will not allow Influencers to engage in unethical Sponsoring activities as set forth in Section 10.5.
- D. All Active Influencers in good standing have the right to Sponsor and enroll others into Mons Pura. While engaged in Sponsoring activities, it is not uncommon to encounter situations when more than one Influencer will approach the same prospect. It is accepted courtesy that the new prospect will be Sponsored by the Influencer who first presented a comprehensive introduction to Mons Pura's Products or business opportunity.
- E. Mons Pura prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the Mons Pura compensation system and/or the marketing plan in order to trigger commissions or cause a promotion of a

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Downline Influencer in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive Downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the Influencer positions of all individuals found to be directly involved.

### **3.5 Cross Sponsoring Prohibition**

- A. “Cross Sponsoring” is defined as the enrollment into a different line of Sponsorship of an individual, or business entity that already has a signed Influencer Agreement. Actual or attempted cross Sponsoring is not allowed. If cross Sponsoring is verified by Mons Pura, sanctions up to and including termination of an Influencer’s distributorship may be imposed.
- B. The use of a spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.
- C. This policy does not prohibit the transfer of a Mons Pura business in accordance with Mons Pura Sale or Transfer policy set forth in Section 10.

### **3.6 Adherence to the Mons Pura Compensation Plan**

- A. An Influencer must adhere to the terms of the Mons Pura Compensation Plan as set forth in these Policies and Procedures as well as in official Mons Pura literature. Deviation from the Compensation Plan is prohibited.
- B. An Influencer shall not offer the Mons Pura opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Mons Pura literature.
- C. An Influencer shall not require or encourage a current or prospective Influencer to participate in Mons Pura in any manner that varies from the Compensation Plan as set forth in official Mons Pura literature.
- D. An Influencer shall not require or encourage a current or prospective Influencer to make a purchase from or payment to any individual or other entity as a condition to participating in the Mons Pura Compensation Plan, other than such purchases or payments required to naturally build their business.
- E. An Influencer shall not sign or e-sign any enrollment forms or Agreements for their prospective Influencer. Each Influencer shall read and understand this Agreement, and sign or e-sign for themselves recognizing that they have read and agree to this Agreement.

### **3.7 Adherence to Laws and Ordinances**

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Influencers because of the nature of the business. However, Influencers must check their local laws and obey the laws that do apply to them.
- B. A Mons Pura Influencer shall comply with all federal, state, and local laws and regulations in their conduct of his or her Mons Pura business.

### **3.8 Compliance with Applicable Income Tax Laws**

- A. Mons Pura and/or its designated payment processor, will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US Influencer whose earnings for

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the year is at least \$600 or who received trips, prizes or awards valued at \$600 or more. If earnings are less than stated above, IRS forms will be sent only at the request of the Influencer, and a minimum charge of \$20 may be assessed by Mons Pura or one of its designated payment processors. Mons Pura Influencers are responsible for the payment of taxes on these trips, prizes, or awards provided to them by Mons Pura.

- B. An Influencer accepts sole responsibility for and agrees to pay all federal, state, provincial and local taxes on any income generated as an independent Influencer, and further agrees to indemnify Mons Pura from any failure to pay such tax amounts when due.
- C. If an Influencer's business is tax exempt, the Federal Tax Identification number and proof of exemption must be provided to Mons Pura in writing.
- D. Mons Pura encourages all Influencers to consult with a tax advisor for additional information for their business.

### **3.9 Solicitation for Other Companies or Products**

- A. A Mons Pura Influencer may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the term of this Agreement, a Mons Pura Influencer may not recruit any Mons Pura Influencer for any other direct sales or network marketing business, unless that Influencer was personally Sponsored by such Influencer.
- B. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Influencer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Influencer's actions are in response to an inquiry made by another Influencer.
- C. A Mons Pura Influencer must not sell, or entice others to sell, any competing Products or services, including training materials, to Mons Pura Influencers. Any product or service in the same category as a Mons Pura product or service is deemed to be competing (i.e., any competing CBD product or service regardless of differences in cost or quality.)
- D. However, an Influencer may sell non-competing Products or services to Mons Pura Influencers that they personally Sponsored.
- E. An Influencer may not display or bundle Mons Pura Products or services, in sales literature, on a website or in sales meetings, with any other Products or services to avoid confusing or misleading a prospective Influencer into believing there is a relationship between the Mons Pura and non-Mons Pura Products and services.
- F. A Mons Pura Influencer may not offer any non-Mons Pura opportunity, Products or services at any Mons Pura related meeting, seminar or convention, or immediately following a Mons Pura event.
- G. As a condition of participating in the Mons Pura opportunity and in consideration of receipt of commissions and other bonuses from Mons Pura, a former Influencer may not recruit any Mons Pura Influencer except for those they have personally Sponsored for another direct selling, multilevel, network marketing, or relationship marketing company for a period of at least six (6) months following the termination, or cancellation of the Influencer Agreement.
- H. A violation of any of the provisions in Section 3 shall constitute unreasonable and unwarranted contractual interference between Mons Pura and its Influencers and would inflict irreparable harm on Mons Pura. In such event, Mons Pura may, at its sole discretion, impose any sanction it deems necessary



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and appropriate against such Influencer or such Influencer's distributorships including termination, or seek immediate injunctive relief without the necessity of posting a bond.

### **3.10 Presentation of the Mons Pura Opportunity**

- A. In presenting the Mons Pura opportunity to potential Influencers, an Influencer is required to comply with the following provisions:
- I. An Influencer shall not misquote or omit any significant material fact about the Compensation Plan.
  - II. An Influencer shall make it clear that the Compensation Plan is based solely upon sales of Mons Pura Products and services.
  - III. An Influencer shall make it clear that success can be achieved only through substantial independent efforts.
  - IV. A Mons Pura Influencer shall not make income projections, claims, or guarantees while presenting or discussing the Mons Pura opportunity or Compensation Plan to prospective Influencers.
  - V. An Influencer may use hypothetical income examples to explain the operation of the Compensation Plan, so long as it is made clear that such earnings are hypothetical.
  - VI. An Influencer may not make any claims regarding Products or services of any Products offered by Mons Pura, except those contained in official Mons Pura literature.
  - VII. An Influencer may not use official Mons Pura material to promote the Mons Pura business opportunity in any country where Mons Pura has not officially established a "presence."

### **3.11 Sales Requirements are governed by the Compensation Plan**

- A. The Mons Pura Compensation Plan is based upon the sale of Mons Pura Products and services to Influencers and Customers.
- B. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Mons Pura business.

## **4.0 ORDERING**

### **4.1 General Order Policies**

- A. Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrolment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or entities; (b) the fraudulent enrolment of an individual or entity as an Influencer; (c) the enrolment or attempted enrolment of non-existent individuals or entities as Influencers ("phantoms"); (d) purchasing Mons Pura Products or services on behalf of another Influencer, or under another Influencer's or Customer's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of goods or services without need; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.
- B. An Influencer shall not use their own or another Influencer's or Customer's credit card or debit checking account to enroll another person in Mons Pura unless both Influencers are in Agreement with said action.

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*Each Influencer must read, understand, and agree to the Influencer Agreement.* Each Influencer enrollment and/or product purchase with a credit or debit card must be associated with the enrolled Influencer's name and address on file in the Back Office/Field Guide with Mons Pura. The use of another person's credit or debit card can result in a denial of funds by the credit or debit card issuer and is a violation of banking industry regulations. This may result in a non-payment of the Influencer's commissions payment and subsequent qualification for commissions.

- C. Regarding an order with a denied, invalid or incorrect payment, Mons Pura will attempt to contact the Influencer by email in order to obtain another form of payment. If these attempts are unsuccessful after 10 business days, the order will be cancelled. It is the responsibility of the Influencer to make sure that they have the most current and correct debit or credit card information in their Back Office/Field Guide, as well as an active renewal set up in order to qualify for any commissions earned.
- D. No C.O.D. (cash on delivery) orders will be accepted. Mons Pura requires a valid credit or debit card for all orders and autopay renewals. It is the responsibility of the Influencer to assure that their credit/debit card is valid in their Back Office/Field Guide and the information provided in the Back Office/Field Guide matches that of the issuing bank (i.e. name, address, city, zip code, phone number, expiration date, etc) for verification.
- E. Mons Pura product prices are subject to change without notice.
- F. An Influencer who is a recipient of an incorrect order must notify Mons Pura Customer Support within 30 calendar days from receipt of the order.

### **4.2 Insufficient Funds**

- A. Credit cards or debits cards are the only accepted forms of payment for any Mons Pura enrollment, product or service.
- B. Any outstanding balance owed to Mons Pura by an Influencer will be withheld by Mons Pura from an Influencer's future bonus and commission checks.
- C. If a credit or debit card order is declined the first time, the Influencer will be contacted for an alternate form of payment by e-mail, text or phone call. If payment is declined a second time, the Influencer may be deemed ineligible to purchase Mons Pura Products or services.
- D. All transactions involving insufficient funds through debit/credit card, which are not resolved in a timely manner by the Influencer, constitute grounds for disciplinary sanctions including termination.

### **4.3 Chargebacks**

- A. A fee of \$49.99 may be assessed against the credit card of any Influencer who initiates a chargeback for purchases made. Alternatively, Mons Pura may choose to assess this fee from any unreleased commissions on the Influencer's account.
- B. If an Influencer initiates a chargeback, their account will be suspended and they will be ineligible to earn further commissions until the matter is resolved.

### **4.4 Sales Tax Obligation**

- A. The Influencer shall comply with all state and local taxes and regulations governing the sale of Mons Pura Products and services in their state of legal residence/business.

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- B. Mons Pura encourages each Influencer to consult with a tax advisor for additional information for his or her business.

**5.0 PAYMENT OF COMMISSIONS & BONUSES**

**5.1 Influencer Compensation Plan**

- A. To become a Mons Pura Influencer and participate in The Mons Pura Compensation Plan you must, complete and sign/e-sign all required documents, and pay the required Influencer Fee, which may be a monthly fee, yearly fee, or any other specified term.
- B. So long as an Influencer complies with the terms of the Agreement, Mons Pura shall pay commissions to such Influencer in accordance with the Mons Pura Compensation Plan.
- C. Mons Pura will not issue any commission payment to an Influencer without the receipt of a completed and signed Mons Pura Influencer Agreement or electronic authorization as required by Section 2.2A.
- D. Mons Pura reserves the right to postpone commission payments until such time as the cumulative amount to be paid out (after any required fees) exceeds \$10.00.

**5.2 Computation of Commissions, Discrepancies, and Schedule of Fees**

- A. Commissions earned from Retail Sales, Preferred Customer Sales, and Starter Pack Bonuses paid to the Enroller shall be paid within ten (10) business days after the end of the weekly pay period.
- B. The Founder's Club Bonus is calculated and paid on a quarterly basis. The Influencer shall be paid within forty-five (45) business days after the end of the quarterly pay period.
- C. All other bonuses are calculated on a monthly basis and are to be paid within 30 business days after the end of the monthly pay period.
- D. Rank Qualifications, including Paid-as Rank, are calculated on a calendar month basis. These monthly bonuses are paid within thirty (30) days after the end of the monthly pay period. The commissions and bonus calculations shall be made based on the monthly Paid-as Rank achieved at the end of that calendar month.
- E. Mons Pura Influencer must review his or her monthly statement and bonus reports promptly and report any discrepancies within 30 days of receipt. After the 30 day "grace period" no additional requests will be considered for commissions recalculation.
- F. For additional information on payment of commissions, review the Compensation Plan.

**5.3 Adjustments to Bonuses and Commissions for Returned Products or INFLUENCER Memberships.**

- A. An Influencer receives bonuses and commissions based on the actual sales of Products and services to Influencers and Customers. In the event a product or service is returned to Mons Pura for a refund from the Influencer or Customer, the bonuses and commissions attributable to the returned product or service will be deducted from the Influencer who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

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- B. In the event that an Influencer terminates his or her business, and the amounts of the bonuses or commissions attributable to the returned Products have not yet been fully recovered by Mons Pura, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Mons Pura to the Terminated Influencer.

**5.4 Promotion and Incentive Trips**

- A. To encourage exceptional performance by Mons Pura Influencers, Mons Pura will provide award incentive programs in various forms that may include, but are not limited to, Company Products, getaway trips, seminars or other company-sponsored events.

**6.0 REFUNDS/RETURNS - INFLUENCER'S AND CUSTOMER'S**

**6.1 Product Refunds/Returns - Influencers**

- A. An Influencer may return purchased Products from Mons Pura and Mons Pura shall refund all undamaged Products and sales literature, which are in reasonably resalable or reusable condition, so long as the following terms and conditions are met:
- I. All consumable Products must be unopened, within three (3) months of their expiration date, and undamaged. These Products will receive a 90% refund.
- II. All marketing materials must be unopened and returned within thirty (30) days of their receipt. These Products will receive a 90% refund.
- III. Mons Pura Customer Support may, at its discretion, give a 100% refund.
- B. All Products that arrive damaged or defective will be covered under our standard return policy. Please see the Mons Pura website for the most up-to-date terms and conditions governing damaged product returns and refunds at <https://monspura.com/return-policy>.

**6.2 Influencer Fee Refunds**

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- A. Influencers may cancel their enrollment and request a return of the Influencer Fee, without any penalty or obligation, *within three (3) business days* from the date of enrollment. To cancel this transaction and request a refund, please contact our Customer Support Department via telephone or e-mail at support@monspura.com.

## **7.0 PRIVACY POLICY**

### **7.1 Introduction**

- A. This Privacy Policy is to ensure that all Influencers understand and adhere to the basic principles of confidentiality.

### **7.2 Expectation of Privacy**

- A. Mons Pura recognizes and respects the importance its Influencers and Customers place on the privacy of their financial and personal information. Mons Pura will make reasonable efforts to safeguard the privacy of and maintain the confidentiality of its Influencer's and/or Customer's financial and account information and nonpublic personal information.
- B. By entering into the Influencer Agreement, an Influencer authorizes Mons Pura to disclose his or her name and contact information to Upline Influencers solely for activities related to the furtherance of the Mons Pura business. Each Influencer hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her Downline organization and conducting the Mons Pura business.

### **7.3 Employee Access to Information**

- A. Mons Pura limits the number of employees who have access to Influencer's nonpublic personal information.

### **7.4 Protection of Information by Established Security Procedures**

- A. Access to confidential account information will only be provided to the authorized account holder after identification of the account holder has been verified.
- B. Verifying information may include but is not limited to:
- I. Username/ ID number;
  - II. Address;
  - III. Phone number(s);
  - IV. Credit card number(s);
  - V. PIN (Personal Identification Numbers);
  - VI. Signatures or other identifying information.
- C. If uncertainty exists regarding the identity of the person requesting the information over the phone, Mons Pura will ask that the request be made in writing, to be mailed or e-mailed to the Mons Pura corporate office:

Mons Pura

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1955 W. Grove Parkway  
Suite 103  
Pleasant Grove, UT 84062

*Or via e-mail:*  
compliance@monspura.com

**7.5 Restrictions on the Disclosure of Account Information**

- A. Mons Pura will not share non-public personal information or financial information about current or former Influencers with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Influencer's interests or to enforce its rights or obligations under these Policies and Procedures, or Influencer's Agreement or with written permission from the account holder on file.

**8.0 PROPRIETARY INFORMATION AND TRADE SECRETS**

**8.1 Business Reports, Lists, and Proprietary Information**

- A. By completing and signing the Mons Pura Influencer Agreement, the Influencer acknowledges that business reports, Influencer names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Mons Pura pertaining to the business of Mons Pura (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Mons Pura.

**8.2 Obligation of Confidentiality**

- A. During the term of the Mons Pura Influencer Agreement and for a period of 2 years after the termination or expiration of the Influencer Agreement between the Influencer and Mons Pura, the Influencer shall not:
- I. Use the information in any Reports to compete with Mons Pura or for any purpose other than promoting his or her Mons Pura business;
  - II. Use or disclose to any person or entity any confidential information contained in the reports.

**8.3 Breach and Remedies**

- A. The Influencer acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Mons Pura and to independent Mons Pura businesses. Mons Pura and its Influencers will be entitled to injunctive relief or to recover damages against any Influencer who violates this provision in any action to enforce his rights under this section. The prevailing party shall be entitled to an award of attorney's fees and expenses. This right of injunctive relief is a priority right and independent of the Arbitration requirements for dispute resolution, due to the need to stop further harm or damages.

**9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS**

**9.1 Use of Company Names and Protected Materials**

- A. A Mons Pura Influencer must safeguard and promote the good reputation of Mons Pura and the Products and services it markets. The marketing and promotion of Mons Pura, the Mons Pura opportunity, the

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Compensation Plan, and Mons Pura Products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.

- B. All promotional materials supplied or created by Mons Pura **must be used in their original form** and cannot be changed, amended or altered except with prior written approval from the Mons Pura Compliance Department.
- C. The trademark name of Mons Pura™, each of its product names and other names that have been adopted by Mons Pura in connection with its business are proprietary trade names, trademarks and service marks of Mons Pura. As such, these marks are of great value to Mons Pura and are supplied to Influencers for their use only in an expressly authorized manner. The use of the Mons Pura trademark name *in any form* within a domain name, URL or social media platforms, including but not limited to Facebook Pages, is strictly prohibited.
- D. A Mons Pura Influencer's use of the name Mons Pura is restricted to protect Mons Pura proprietary rights, ensuring that the Mons Pura protected names will not be lost or compromised by unauthorized use. Use of the Mons Pura name on any item not produced by Mons Pura is prohibited except as follows:
  - I. [Influencer's name] Mons Pura Influencer [Current Rank]
- E. Further procedures relating to the use of the Mons Pura name are as follows:
  - I. All stationery (i.e. letterhead, envelopes, and business cards) bearing the Mons Pura name or logo intended for use by the Influencer must be approved in writing by the Mons Pura Compliance Department and contain the Trademark sign ™ after the name.
  - II. Mons Pura Influencers may list "Independent Mons Pura Influencer" in the white pages of the telephone directory under his or her own name.
  - III. A Mons Pura Influencer is allowed to place phone directory display advertisements using the Mons Pura name or logo with written approval from the Mons Pura Compliance Department.
  - IV. Use of the Mons Pura name or logo on buildings, vehicles, etc., is prohibited without the express written consent from the Mons Pura Compliance Department.
  - V. Mons Pura Influencers may not answer his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Mons Pura Influencer."
- F. Certain photos and graphic images used by Mons Pura in its advertising, packaging, and websites are result of paid contracts with outside vendors that do not extend to Influencers. If an Influencer wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. An Influencer may apply to the Compliance Department for use of the company logos, photos, banners, and graphic images that can be found on the Mons Pura official website, under Advertising Resources. These images are free and available for Influencer use with prior written approval.
- H. A Mons Pura Influencer shall not produce, promote, duplicate, manipulate, or use materials of any kind describing Mons Pura names, designs, symbols, programs, Products, and trademarked, copyrighted, or otherwise protected materials, for other than their intended use, including but not limited to audio, video, or web materials, without written approval by Mons Pura, prior to the production or use of such materials.

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- I. An Influencer shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Mons Pura or its programs, Products or services without prior written permission from the Mons Pura Compliance Department.
- J. An Influencer may not produce for sale or distribution any Company event or speech, nor may an Influencer reproduce Mons Pura audio or video clips for sale or for personal use without prior written permission from the Mons Pura Compliance Department.
- K. A Mons Pura Influencer may apply to the Mons Pura Compliance Department for authorization to use corporate created ads or promotional material as the Company may make available from time to time in the Mons Pura Back Office under Advertising Resources.
- L. An Influencer may apply to the Mons Pura Compliance Department for authorization to use the trademark name (Mons Pura™), the company logos, company videos, company Compensation Plan and/or any other company developed materials or graphics on their personal business-oriented websites. The Influencer must submit a PDF file copy of the completed website, including all pages, to the compliance department for approval.
- M. Mons Pura reserves the right to rescind its prior approval of any website, sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Influencer.
- N. An Influencer shall not promote non-Mons Pura Products or services in conjunction with Mons Pura Products or services on the same websites or same advertisement without prior approval from Mons Pura Compliance.

### **9.2 Faxes and E-mail - Limitations**

- A. Except as provided in this section, an Influencer may not use or transmit unsolicited faxes, e-mail, mass e-mail distribution, or “spamming” that advertises or promotes the operation of his or her Mons Pura business. The exceptions are:
  - I. Faxes or e-mailing any person who has given prior permission or invitation.
  - II. Faxing or e-mailing any person with whom the Influencer has established a prior business or personal relationship.
- B. In all states where prohibited by law, an Influencer may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over an information sharing device, except as set forth in this section.
- C. All faxes, e-mail or computer broadcasted documents subject to this provision shall include each of the following:
  - I. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message.
  - II. A clear return path or routing information.
  - III. The use of legal and proper domain name.
  - IV. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile



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or e-mail messages from the sender.

- V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message.
  - VI. The true and correct name of the sender, sender's fax or e-mail address, and a valid sender physical address.
  - VII. The date and time of the transmission.
  - VIII. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, the Mons Pura Influencer shall not transmit any further documents to that recipient.
- D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
- I. Use of any third-party domain name without permission.
  - II. Sexually explicit materials.

### **9.3 Internet and Third-Party Website Regulations**

- A. A Mons Pura Influencer may use web banner ads created by Mons Pura that link a third-party website to an Influencer's website.
- B. An Influencer may not use third-party sites that contain materials copied from corporate sources (such as Mons Pura brochures, CDs, videos, tapes, events, presentations, and corporate websites) nor create his or her own Mons Pura material that has not been previously approved in writing by Mons Pura. This policy ensures brand consistency, allows Influencers and Customers to stay up-to-date with changing Products and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.
- C. A Mons Pura Influencer may not sell Mons Pura Products or offer the Mons Pura opportunity using "on-line auctions," such as eBay® or on their own website, ecommerce platform, or other similar service.
- D. An Influencer may not use or attempt to register any of Mons Pura's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), Third Party Websites, Web pages, or Blogs.

### **9.4 Advertising and Promotional Materials**

- A. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- B. All advertising, including but not limited to print, internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Mons Pura Compliance Department. A Mons Pura Approval Number will be given to the Influencer to place on their approved materials.
- C. All requests for approvals with respect to advertising must be directed in writing via e-mail to the Mons Pura Compliance Department at [compliance@monspura.com](mailto:compliance@monspura.com).
- D. Mons Pura approval is not required to place blind ads that do not mention Mons Pura, its employees, any of its Products, services designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.

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- E. To obtain Mons Pura approval for marketing or advertising materials, the Influencer must comply with the following process:
- I. Select one of the corporate produced ads as they may be made available from time to time on the website or in the Back Office/Field Guide.
  - II. Be sure to state “Independent Mons Pura Influencer” on your material.
  - III. Submit the layout and approval form to: Mons Pura compliance department via support ticketing using a PDF file or similar copying/linking method.
  - IV. Allow a minimum of 1-3 weeks for approval; larger projects may require additional time.
- F. Your materials will be reviewed as quickly and as reasonably possible and a Mons Pura Approval Number will be assigned, in writing, which will then be added to your advertisement or marketing materials along with the Influencer Disclosure Statement. Unless you receive specific written approval from the Mons Pura Compliance Department to use the material, the request shall be deemed denied.
- G. Mons Pura reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Influencer.

### **9.5 Testimonial Permission**

- A. By signing the Mons Pura Influencer Agreement, the Influencer gives Mons Pura permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Mons Pura Business Opportunity, an Influencer waives any right to be compensated for the use of his or her testimonial or image and likeness even though Mons Pura may be paid for items or sales materials containing such image and likeness. In some cases, an Influencer’s testimonial may appear in another Influencer’s advertising materials. If an Influencer does not wish to participate in Mons Pura sales and marketing materials, he or she should provide a written notice to the Mons Pura Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

### **9.6 Telemarketing - Limitations**

- A. A Mons Pura Influencer must not engage in telemarketing in relation to the operation of the Influencer’s Mons Pura business. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of Mons Pura Products or services, or to recruit them for the Mons Pura opportunity.
- B. The Federal Trade Commission (FTC) and the Federal Communications Commission (FCC) each have laws that restrict telemarketing practices. Both Federal agencies, as well as a number of states, have “do not call” regulations as part of their telemarketing laws.
- C. While an Influencer may not consider himself or herself a “telemarketer” in the traditional sense, these regulations broadly define the term “telemarketer” and “telemarketing” so that the unintentional action of calling someone whose telephone number is listed on the Federal “Do Not Call” registry could cause the INFLUENCER to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).

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- D. Cold calls, automatic telephone calls or state-to-state calls made to prospective Customers or Influencers that promote either Mons Pura Products, services or the Mons Pura opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations:
- A Mons Pura Influencer may place telephone calls to prospective Influencers under the following limited situations:
- I. If the Influencer has an established business relationship with the prospect.
  - II. In response to the prospect's personal inquiry or application regarding a product or service offered by the Mons Pura Influencer, within 3 months immediately before the date of such a call.
  - III. If the Influencer receives written and signed permission from the prospect authorizing the Influencer to call. The authorization must specify the telephone number(s) that the Influencer is authorized to call.
  - IV. If the call is to family members, personal friends, and acquaintances. However, if an Influencer makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption.
  - V. Mons Pura Influencers engaged in calling "acquaintances," must make such calls on an occasional basis only and not as a routine practice.
- F. An Influencer shall not use automatic telephone dialing systems in the operation of his or her Mons Pura businesses.
- G. Failure to abide by Mons Pura policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Influencer's distributorship, up to and including termination of the distributorship.
- H. By signing the Influencer Agreement or by accepting commission checks, other payments or awards from Mons Pura, an Influencer gives permission to Mons Pura and other Influencers to contact them as permitted under the Federal Do Not Call regulations.
- I. In the event an Influencer violates this section, Mons Pura reserves the right to institute legal proceedings to obtain monetary or equitable relief.

### **10.0 CHANGES TO AN INFLUENCER BUSINESS**

#### **10.1 Modification of the Influencer Agreement**

A Mons Pura Influencer may modify his or her existing Influencer Agreement (i.e., change a social security number to a Federal ID number, add a spouse or partner to the account, or change the form of ownership from an individual to a business owned by the Influencer) by submitting a written request, accompanied by a new Influencer Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a "crossed out" or "white-out" version of the first Agreement), and any appropriate supporting documentation.

#### **10.2 Change Sponsor or Placement for Active Influencers**

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- A. Maintaining the integrity of the organizational structure is mandatory for the success of Mons Pura and our independent Influencers. As such, a request to change placement may be made in the event of an error in placement and within the *first 30 days of initial enrollment as an Influencer*. Furthermore, such changes may only occur within the same organization.
- B. Sponsors may make “Placement changes” from one Influencer to another for personally sponsored (frontline) Influencers *during the first 30 days of enrollment*.
- C. Any changes may delay commission calculations and payment for a reasonable period of time.
- D. To change or correct the Sponsor, an Influencer must comply with following procedures:
  - I. Submit a Sponsor Placement Transfer Form;
  - II. The Influencer must receive the signature of each Upline and Downline member of his existing and new organization authorizing the change in placement.
- E. Upon approval, the Influencer’s Downline, if any, will transfer with the Influencer.
- F. Requests to transfer to a different Sales Organization will not be accepted, regardless of when they are made, unless Mons Pura can verify that unethical Sponsoring has occurred.
- G. *After the first 30 days from the Influencer enrollment date*, Mons Pura will honor the Sponsor/Placement as shown:
  - I. On the most recently signed Influencer Agreement on file; or
  - II. Placement as shown when the Influencer enrolled on the website (i.e. e-signed Influencer Agreement).
- H. An Influencer Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e., Sponsors, spouses, relatives, or friends) is not valid and will not be accepted by Mons Pura.
- I. Mons Pura retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related to Sponsor or Placement at any time and in whatever manner it deems necessary.

### **10.3 Change Sponsor or Placement for Inactive Influencers**

- A. At the discretion of Mons Pura, Influencers who have tendered a letter of resignation, after a six (6) month period, are eligible to re-enroll in Mons Pura under the Sponsor/Placement of their choice.
- B. Upon written notice to Mons Pura that a former Influencer wishes to re-enroll, Mons Pura will close the original account. A new Mons Pura ID number will then be issued to the former Influencer.
- C. Such Influencer does not retain former rank, Downline, or rights to commission checks from his or her former organizations.
- D. Mons Pura reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

### **10.4 Change Organizations**

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- A. If a Mons Pura Influencer wishes to transfer organizations, they must submit a letter of resignation to the Mons Pura Customer Support Department and remain inactive *as a Mons Pura Influencer* for a period of six (6) months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement. Influencers are welcome to continue purchasing Products as a Customer during their period of inactivity as an Influencer.
- B. Mons Pura retains the right to approve or deny any request to re-enroll after an Influencer's resignation.
- C. If re-enrollment is approved, the former Influencer will be issued a new Mons Pura ID number and will be required to submit a new Influencer Agreement. The Influencer will not be entitled to keep any former rank, Downline, or rights to commission checks from any prior organization.

### 10.5 Unethical Sponsoring

- A. Unethical Sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a new Influencer from another Influencer or influencing another Influencer to transfer to a different Sponsor.
- B. Allegations of unethical Sponsoring must be reported in writing to the Mons Pura Compliance Department within the first ninety (90) days of enrollment. If the reports are substantiated, Mons Pura may transfer the Influencer or the Influencer's Downline to another Sponsor or organization without approval from the current Upline Sponsor. Mons Pura remains the final authority in such cases.

### 10.6 Sell, Assign or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Mons Pura to place restrictions on the transfer, assignment, or sale of a distributorship.
- B. A Mons Pura Influencer may not sell or assign his or her rights or delegate his or her position as an Influencer without *prior written approval* by Mons Pura, of which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Mons Pura.
- C. To request corporate authorization for the sale or transfer of a Mons Pura Influencer distributorship, the following items must be submitted to the Mons Pura Compliance Department:
  - I. A Sale/Transfer of Distributorship form properly completed, with the requisite signatures.
  - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
  - III. A Mons Pura Influencer Agreement completed and signed by the Buyer.
  - IV. Payment of a \$100 administration/transfer fee.
  - V. Any additional supporting documentation requested by Mons Pura.
- D. If the Buyer is not a current Mons Pura Influencer, the Buyer must enroll as a Mons Pura Influencer, thereby agreeing to and complying with all Influencer requirements. If the Buyer is a current Mons Pura Influencer, he or she must be in good standing and not in violation of any provision of the Influencer Agreement or these Policies and Procedures. Any such purchase by a current Mons Pura Influencer shall be subject to the provisions of this Agreement.
- E. Any debt obligations that either Seller or Buyer may have with Mons Pura must be satisfied prior to the approval of the sale or transfer by Mons Pura.

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- F. A Mons Pura Influencer who sells his or her distributorship is not eligible to re-enroll as a Mons Pura Influencer in any organization for six (6) months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

**10.7 Separating a Mons Pura Business**

- A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
- B. One of the parties may, with the written consent of the other(s), operate the Mons Pura business whereby the relinquishing spouse, shareholders, partners, members or trustees authorize Mons Pura to deal directly and solely with the other spouse, nonrelinquishing shareholder, partner, member or trustee.
- C. The parties may continue to operate the Mons Pura business jointly on a “business as usual” basis, whereupon all compensation paid by Mons Pura will be paid in the name designated by the Influencers or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Mons Pura will pay compensation to the name on record and in such event, the Influencer named on the account shall indemnify Mons Pura from any claims from the other business owner or the other spouse with respect to such payment.
- D. Mons Pura recognizes only one Downline organization and will issue only one commission check per Mons Pura business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Mons Pura split commission and bonus checks.
- E. If a relinquishing spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Mons Pura business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Influencer in the former organization, and must develop a new business in the same manner as any other new Mons Pura Influencer. An Influencer in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements as set forth in this Agreement.

**10.8 Succession**

- A. Upon the death or incapacity of an Influencer, the Influencer’s business may be passed on to his or her legal successors in interest (successor). Whenever a Mons Pura business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Influencer’s Sales Organization. The successor must:
- I. Complete and sign a new Mons Pura Influencer Agreement;
  - II. Comply with the terms and provisions of the Influencer Agreement; and
  - III. Meet all of the qualifications for the last rank achieved by the former Influencer.
- B. Bonus and commission checks/payments of a Mons Pura business transferred based on this section will be paid in a single check to the successor. The successor must provide Mons Pura with an “address of record” to which all communications will be sent. Bonus and commission payments will be based on the Paid-as Rank of the Influencer Business, not the Achieved Rank.
- C. If the business is bequeathed to joint devisees (successor), they must form a business entity and acquire a Federal taxpayer identification number (EIN). Mons Pura and/or its designated payment processor, will

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issue all bonus and commission checks and one 1099 Miscellaneous Income Tax form to the business entity only.

- D. Appropriate legal documentation must be submitted to the Mons Pura Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Mons Pura business, the successor must provide the following to Mons Pura Compliance department:
- I. A certified copy of the death certificate;
  - II. A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Mons Pura business; and
  - III. Any other legal documentation necessary to establish a legal and proper testamentary transfer.
- E. To complete a transfer of the Mons Pura business because of incapacity, the successor must provide the following to Mons Pura Compliance department:
- I. A notarized copy of an appointment of trustee;
  - II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Mons Pura business; and
  - III. A completed Influencer Agreement executed by the trustee.
- F. In the event of death or incapacitation of an Influencer, if that Influencer's successor is already an existing Influencer, Mons Pura will allow such Influencer to keep his or her own business plus the inherited business.
- G. If the successor wishes to terminate the Mons Pura business, he or she must submit a statement stating the desire to terminate the business, along with a certified copy of the death certificate, appointment as trustee, or other appropriate legal documentation.
- H. Upon written request, Mons Pura may grant a one-month bereavement waiver and pay out at the last "Paid-as" rank.

### **10.9 Resignation/Voluntary Termination**

- A. A Mons Pura Influencer may voluntarily terminate his or her business by failing to continue paying the Influencer Fee.
- B. An Influencer may immediately terminate his or her business by submitting a completed Notice of Intent to Terminate Form to the Mons Pura Compliance Department. The form includes the following:
- I. The Influencer's intent to resign;
  - II. Date of resignation;
  - III. Mons Pura Influencer Identification Number;
  - IV. Reason for resigning; and
  - V. Signature.

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In order for the resignation/termination to become valid, it must be received by the 25<sup>th</sup> day of the month; otherwise, the resignation/termination will become valid the following month.

- C. A Mons Pura Influencer may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Influencer who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in a Mons Pura business for six (6) months from the receipt of the written notice of resignation.
- D. After the six-month period has expired, the Influencer may, at the discretion of Mons Pura, re-enroll under a different Sponsor and Placement.
- E. Mons Pura retains the right to approve or deny any request to re-enroll following voluntary termination.
- F. Under no circumstances can an Influencer receive benefits as both an Influencer and a Customer at the same time. For example, an Influencer may not receive compensation or bonuses from the Compensation Plan while also receiving benefits, such as product loyalty credits as a Customer.

### **10.10 Involuntary Termination**

- A. Mons Pura reserves the right to terminate an Influencer's business for, but not limited to, the following reasons;
  - I. Violation of any terms or conditions of the Influencer Agreement;
  - II. Violation of any provision in these Policies and Procedures;
  - III. Violation of any provision in the Compensation Plan;
  - IV. Violation of any applicable law, ordinance, or regulation regarding the Mons Pura business;
  - V. Engaging in unethical business practices or violating standards of fair dealing.
- B. Mons Pura will notify the Influencer in writing by certified mail, return receipt requested or overnight documented mail, at his or her last known address of its intent to terminate the Influencer's business and the reasons for termination. The Influencer will have fifteen (15) calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Mons Pura will then have thirty (30) calendar days from the date of receipt of the Influencer's response to render a final decision as to termination.
- C. If a decision is made by Mons Pura to terminate the Influencer's business, Mons Pura will inform the Influencer in writing that the business is terminated effective as of the date of the written notification. The Influencer will then have fifteen (15) calendar days from the date of mailing of such notice to appeal the termination in writing. Mons Pura must receive the Influencer's written appeal within twenty (20) calendar days of the date of the Mons Pura termination letter. If the written appeal is not received within this time period, the termination will be considered final.
- D. If the Influencer does file a timely appeal of termination, Mons Pura will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the Influencer of its decision. The decision of Mons Pura is then considered final and not subject to further review.
- E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Mons Pura. The former Influencer shall thereafter be prohibited from using the



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names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Mons Pura Products or services. Mons Pura will notify the active Upline Sponsor within ten (10) days after termination. The organization of the Terminated Influencer will “roll up” to the active Upline Sponsor on record.

- F. The Mons Pura Influencer who is involuntarily terminated by Mons Pura may not re-apply for a business, either under his or her present name or any other name or entity, without the express written consent of an officer of Mons Pura, following a review by the Mons Pura Compliance Committee. In any event, such Influencer may not re-apply for a business without prior approval from Mons Pura, who will make a decision on a case-by-case basis.

### **10.11 Effect of Cancellation**

- A. Following an Influencer’s failure to pay their Influencer Fee, cancellation for inactivity, or voluntary or involuntary termination (collectively, a “cancellation”) such Influencer:
- I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Influencer’s former organization or any other payments in association with the Influencer’s former independent business.
  - II. Effectively waives any and all claims to property rights or any interest in or to the Influencer’s former Downline organization.
  - III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding  
Involuntary cancellation, and less any other amounts owed to Mons Pura.

## **11.0 DISCIPLINARY SANCTIONS**

### **11.1 Imposition of Disciplinary Action - Purpose**

- A. It is the spirit of Mons Pura that integrity and fairness should prevail among its Influencers, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Mons Pura reserves the right to impose disciplinary sanctions at any time, when it has determined that an Influencer has violated the Agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Mons Pura.

### **11.2 Consequences and Remedies of Breach**

- A. Disciplinary actions may include one or more of the following:
- I. Monitoring an Influencer’s conduct over a specified period of time to assure compliance;
  - II. Issuance of a written warning or requiring the Influencer to take immediate corrective action;
  - III. Imposition of a fine (which may be imposed immediately or withheld from future commission checks) or the withholding of commission checks/payments (a Commission Hold) until the matter causing the Commission Hold is resolved or until Mons Pura receives adequate additional assurances from the Influencer to ensure future compliance;
  - IV. Suspension from participation in Company or Influencer events, rewards, or recognition;
  - V. Suspension of the Mons Pura Influencer’s business for one or more pay periods;

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- VI. Involuntary termination of the Influencer's business;
- VII. Any other measure which Mons Pura deems feasible and appropriate to justly resolve injuries caused by the Influencer's policy violation or contractual breach; OR
- VIII. Legal proceedings for monetary or equitable relief.

**12.0 DISPUTE RESOLUTION**

**12.1 Grievances**

- A. If a Mons Pura Influencer has a grievance or complaint against another Influencer regarding any practice or conduct relating to their respective Mons Pura businesses, he or she is encouraged to resolve the issue directly with the other party. If an Agreement cannot be reached, the Influencer should seek assistance from his or her nearest Upline Influencer. If the matter still cannot be resolved, it must be reported directly to the Mons Pura Compliance Department as outlined below in this Section.
- B. The Mons Pura Compliance Department will be the final authority on settling such a grievance or complaint and its written decision shall be final and binding on the Influencers involved.
- C. Mons Pura will confine its involvement to disputes regarding Mons Pura business matters only. Mons Pura will not decide issues that involve personality conflicts or unprofessional conduct by or between Influencers outside the context of a Mons Pura business. These issues go beyond the scope of Mons Pura and may not be used to justify a Sponsor or Placement change or a transfer to another Mons Pura organization.
- D. Mons Pura does not consider, enforce, or mediate third-party Agreements between Influencers, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
  - I. The Mons Pura Influencer should submit a written letter of complaint, either by mail or e-mail, directly to the Mons Pura Compliance Department. The letter shall set forth the details of the incident as follows:
    - a. The nature of the violation;
    - b. Specific facts to support the allegations;
    - c. Dates;
    - d. Number of occurrences;
    - e. Persons involved; and
    - f. Supporting documentation.
  - II. Upon receipt of the written complaint, Mons Pura will conduct an investigation according to the following procedures:
    - a. The Compliance Department will send an acknowledgment of receipt to the complaining Influencer;

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b. The Compliance Department will provide a verbal or written notice of the allegation to the Influencer under investigation. If a written notice is sent to the Influencer, he or she will have ten (10) business days from the date of the notification letter to present all information relating to the incident for review by Mons Pura.

c. The Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.

d. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Influencer calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

F. Mons Pura will make a final decision and timely notify the Mons Pura Influencers involved.

## **12.2 Arbitration**

A. Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake County or Utah County, Utah, and shall last no more than two (2) business days.

B. If mediation is unsuccessful, any controversy or claim arising out of or relating to the Mons Pura Influencer Agreement, these Policies and Procedures, or the breach thereof, the Influencer’s business or any dispute between Mons Pura and the Influencer, shall be settled by binding arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Salt Lake or Utah County, Utah. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.

C. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including attorney’s fees and filing fees not to exceed \$50,000. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.

D. This Agreement to arbitration shall survive any termination or expiration of the Influencer Agreement.

E. Nothing in these Policies and Procedures shall prevent Mons Pura from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Mons Pura interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

F. These Policies and Procedures and any arbitration involving an Influencer and Mons Pura shall be governed by and construed in accordance with the laws of the State of Utah.

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## 12.3 Severability

- A. If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures “The Agreement”.

## 12.4 Waiver

- A. Only an Officer of Mons Pura can, in writing, affect a waiver of the Mons Pura Policies and Procedures. Mons Pura's waiver of any particular breach by an Influencer shall not affect Mons Pura's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Influencer.
- B. The existence of any claim or cause of action of an Influencer against Mons Pura shall not constitute a defense to Mons Pura's enforcement of any term or provision of these Policies and Procedures.

## 12.5 Successors and Claims

- A. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

## 13.0 GOVERNING LAW

- A. These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Utah and the exclusive jurisdiction of the State or Utah, or United States Federal courts, if the required Personal or Diversity Jurisdiction requirements are met.

## 14.0 MONS PURA GLOSSARY OF TERMS

**Achieved Rank:** The highest rank that an Influencer has achieved. Rank under the Mons Pura Influencer Compensation Plan is determined by: Personal Volume, Qualifying Volume, CV, DV, Leg requirements and other volume requirements; along with other requirements set forth in the Compensation Plan.

**Active Influencer:** An Influencer who has received a Mons Pura identification number, paid the enrollment fee, submitted a signed or e-signed Mons Pura Influencer Agreement, and is otherwise in good standing.

**Agreement:** Refers to the Mons Pura Influencer Agreement, these Policies and Procedures, Terms and Conditions and the Mons Pura Compensation Plan.

**AutoShip:** A standing order that is automatically renewed on a monthly basis. AutoShip may also be referred to as a “Subscription”, “Subscription Order” or “Reoccurring Order”.

**Compensation Plan:** The name of the multi-level Compensation Plan that is available to eligible Mons Pura Influencers. This may also be referred to as the **Influencer Compensation Plan**.

**Downline:** A Sales Organization comprised of Influencers Sponsored below a particular Influencer.

**Influencer Business:** The Sales Organization of a Mons Pura Influencer, which includes all Downline Influencers, and all Product sales made by the Influencer or their Downline.

**Influencer:** An individual/entity, who received a Mons Pura Influencer number, paid an enrollment fee and submitted a signed or e-signed Mons Pura Influencer Agreement.

**Ineligible Influencer:** An Influencer who is not eligible to participate in the Mons Pura Compensation Plan due

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to activity by the Influencer that has placed the Influencer's business in a suspended status.

**MAN (Mons Pura Approval Number):** A number issued by the Mons Pura Compliance Department upon approval of an ad, event website, or other process requiring review and authorization.

**Mons Pura Compliance Committee:** Will consist of at least two (2) Senior Executives and/or Officers from Mons Pura.

**Paid-as Rank:** The current rank that an Influencer has achieved for that month. Rank under the Mons Pura Compensation Plan is determined by group volume, personal volume, and any other criteria set forth in the Compensation Plan.

**Sales Organization:** An Influencer's Upline and Downline.

**Sponsor:** An Influencer who recruits and enrolls a new Influencer.

**Terminated Influencer:** An Influencer who is not eligible to participate in the Mons Pura Compensation Plan due to activity by the Influencer that has voluntarily or involuntarily resulted in termination of the Influencer's business.

**Upline:** A Sales Organization comprised of Influencers Sponsored above a particular Influencer. An Influencer's Upline may be Mons Pura itself.