

Miche[®], LLC

STATEMENT OF POLICIES & PROCEDURES

February 1st, 2013

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SECTION 1 - INTRODUCTION

1.1 - Policies and Miche Compensation Plan Incorporated into Independent Miche Representative Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Miche, LLC (hereafter “Miche” or the “Company”), are incorporated into, and form an integral part of, the Independent Miche Representative Agreement. As used throughout these Policies and the Agreement, the acronym “IMR”, “you” or “your” shall refer to Independent Miche Representatives. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Independent Miche Representative Agreement, the Miche Statement of Policies & Procedures, the Miche Compensation Plan (also referred to as the “Compensation Plan”), and the Independent Representative Personal Website and Business Center Terms of Use. These documents are incorporated by reference into the Independent Miche Representative Agreement (all in their current form and as amended by Miche). It is the responsibility of each IMR to read, understand, adhere to, and ensure that he or she is aware of an operating under the most current version of these Policies and Procedures, which can be found at the Company’s official website.

1.2 - Changes to the Agreement

Miche reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Agreement, an IMR agrees to abide by all amendments or modifications that Miche makes. Amendments shall be effective 30 days after publication of notice and posting the amended provisions, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by one or more of the following methods: (1) posting on the Company’s official website; (2) electronic mail (email); (3) posting in IMRs’ Business Centers/Personal Websites; (4) inclusion in Company periodicals; or (5) special mailings. The continuation of an IMR’s Miche business or an IMR’s acceptance of bonuses or commissions constitutes acceptance of all amendments.

1.3 - Policies and Provisions Severable

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

1.4 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Miche to exercise any right or power under the Agreement or to insist upon strict compliance by an IMR with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Miche’s

right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an IMR against Miche shall not constitute a defense to Miche's enforcement of any term or provision of the Agreement.

SECTION 2 - BECOMING AN INDEPENDENT MICHE REPRESENTATIVE

2.1 - Requirements to Become an IMR

To become a Miche IMR, each applicant must:

- Be 18 years of age
- Reside in Canada
- Purchase a Miche Business Sales Kit
- Submit a properly completed IMR Agreement to Miche Canada/ Unidem Sales Inc.

2.2 - IMR Benefits

Once an IMR Agreement has been accepted by Miche, the benefits of the Compensation Plan and the IMR Agreement are available to the new IMR. These benefits include the right to:

- Sell Miche products;
- Participate in the Miche Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as IMRs into the Miche business and thereby, build a marketing organization and progress through the Miche Compensation Plan;
- Receive periodic Miche literature and other Miche communications;
- Participate in Miche-sponsored support, service, training, motivational and recognition functions, upon qualification and/or payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Miche for its IMRs.

SECTION 3 - OPERATING A MICHE BUSINESS

3.1 - IMR-Created Recruiting Methods and Tools

IMRs must adhere to the terms of the Miche Compensation Plan as set forth in official Miche literature. IMRs shall not offer the Miche opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official Miche literature. IMRs shall not require or encourage other current or prospective IMRs to execute any agreement or contract other than official Miche agreements and contracts in order to become a Miche IMR. Similarly, IMRs shall not require or encourage other current or prospective IMRs to make any purchase from, or payment to, any individual or other entity to participate in the Miche Compensation Plan other than those purchases or payments identified as recommended or required in official Miche literature.

3.2 - Advertising

3.2.1 - General

All IMRs shall safeguard and promote the good reputation of Miche and its products. The marketing and promotion of Miche, the Miche opportunity, the Miche Compensation Plan, and Miche products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and the tremendous opportunity Miche offers, IMRs must use only the recruiting methods, training methods, literature, advertising and promotional material, and websites (“Sales Tools”) produced or approved in writing by Miche. The Company has carefully designed its products, product labels, Compensation Plan, and Sales Tools to ensure that they are promoted in fair, truthful manner, that they are substantiated, and the material complies with the legal requirements of federal and provincial laws.

Accordingly, IMRs may only advertise or promote their Miche businesses using approved Sales Tools acquired through Miche. No approval is necessary to use these approved Sales Tools, however, IMRs may not reproduce Miche-provided Sales Tools. If you wish to design your own online or offline Sales Tools of any kind (including, without limitation, coupons), your designs must be submitted to the Miche compliance department (info@michebag.ca) for consideration and potential inclusion in the Document Library. Unless you receive specific written approval from Miche to use such Sales Tools, the request shall be deemed denied.

IMRs may not sell Sales Tools to other Miche IMRs. Therefore, IMRs who receive authorization from Miche to produce their own Sales Tools may not sell such Sales Tools to any other Miche IMR. IMRs may make approved Sales Tools available to other IMRs free of charge if they wish, but may not charge other Miche IMRs for the Sales Tools.

Miche further reserves the right to rescind approval, at any time, for any Sales Tools, and IMRs waive all claims for damages or remuneration arising from or relating to such rescission.

Approved Sales Tools will be posted in the Member’s Login of IMRs’ Business Centers and will be made available to all IMRs free of charge. The IMR who submitted the Sales Tool to the Company waives all claims to remuneration for such use and grants Miche an irrevocable license to use the Sales Tools as the Company deems appropriate.

3.2.2 - Trademarks and Copyrights

The name of “Miche” and other names as may be adopted by Miche are proprietary trade names, trademarks and service marks of Miche. As such, these marks are of great value to Miche and are licensed to IMRs for their use only in an expressly authorized manner. Miche will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including Miche IMRs, in any unauthorized manner without its prior, written permission.

The content of all Company-sponsored events is copyrighted material. IMRs may not produce for sale or distribution any recorded Company events and speeches without written permission from Miche, nor may IMRs reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an IMR, you *may* use the “Miche” name in the following manner

IMR’s Name
Independent Miche® Representative

Example:
Alice Smith
Independent Miche® Representative

IMRs *may not* use the name “Miche” or “Endless Possibilities” in any form in your Team name, a tagline, an External Website URL or extension, in a Personal Email Address, in any blog title or address, in any social media title or address (except as set forth in Section 3.3.11 below), or as a personal name or a nickname. For example, you may not secure the domain name www.buymiche.com, nor may you create an email address such as michesales@hotmail.com. If an IMR has any External Website URL and/or blog site, that includes the name “Miche” or “Endless Possibilities,” the IMR must assign all rights, title, ownership and control over the URL to Miche and must promptly cooperate with Miche to execute all documents necessary to assign such rights to the URL to Miche. Additionally, IMRs may only identify themselves using the phrase “Independent Miche Representative” in their phone greeting or on their answering machine to clearly separate their independent Miche business from Miche, LLC/ Miche Canada/Unidem Sales Inc. Similarly, in any email communication relating to Miche, IMRs must clearly identify themselves as an “Independent Miche Representative.”

3.2.2.1 - Miche IMR Logo

If you use a Miche logo in any communication, you must use the Independent Representative version of the Miche logo. The Independent Representative version of the Miche logo is available for download on the Member’s Login.

3.2.3 - Media and Media Inquiries

IMRs may advertise in local publications, but must make sure their ads are accurate, professional, and not misleading in any way. IMRs must always list their Miche IMR website address and use only official Miche logos. If an IMR lists her contact information, she must identify herself as an Independent Miche Representative. IMRs may advertise sponsoring opportunity sessions, Miche Parties or any other Miche events. IMRs may not run ads that feature specific products on sale, or blanket promotions or discounts.

IMRs must first obtain written permission from (info@michebag.ca) before ap-

proaching or responding to inquiries from any media outlet (e.g., T.V., radio and internet media sites). This requirement is designed to assure that accurate and consistent information is provided to the public as well as allowing the Company to maintain its desired public image. In the event the Company grants permission for the use of such media, the Company shall have final authority on the production process including, without limitation, full rights to all recordings.

3.2.4 - Unsolicited Email

Miche does not permit IMRs to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN-SPAM Act. Any unsolicited commercial email sent by an IMR that promotes Miche, the Miche opportunity, or Miche's products must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The email must include the IMR's physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If an IMR receives an opt-out request from a recipient of an email, the IMR must forward the opt-out request to the Company.

Miche may periodically send commercial emails on behalf of IMRs. By entering into the IMR Agreement, IMR agrees that the Company may send such emails and that the IMR's physical and email addresses will be included in such emails as outlined above. IMRs shall honor opt-out requests generated as a result of such emails sent by the Company.

3.2.5 - Unsolicited Faxes

Except as provided in this section, IMRs may not use or transmit unsolicited faxes in connection with their Miche business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting Miche, its products, its Compensation Plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the IMR has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between an IMR and a person, on the basis of: (a) an inquiry, application, purchase, or transaction by the person regarding products offered by such IMR; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

3.2.6 - Telephone Directory Listings

IMRs may list themselves as an “Independent Miche Representative” in the white or yellow pages of the telephone directory, or with online directories, under their own name. No IMR may place telephone or online directory display ads using Miche's name or logo. IMRs may not answer the telephone by saying “Miche”, “Miche Incorporated”, or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Miche. If an IMR wishes to post his/her name in a telephone or online directory, it must be listed in the following format:
Independent Miche Canada[®] Representative

IMR's Name

3.3 - Online Conduct

3.3.1 - Personal Websites

IMRs are provided with a Personal Website by Miche Canada/Unidem Sales Inc., from which they can take orders, enroll new IMRs, and manage their Miche businesses. Except as otherwise provided in these Policies and Procedures, IMRs may use only the Personal Websites provided by Miche to promote their Miche businesses online. IMRs receive a Personal Website subscription to facilitate online buying experience for their Customers and enrollments for prospects. IMRs are solely responsible and liable for the content they add to their Personal Website and must regularly review the content to ensure it is accurate, relevant, and does not violate the Terms of Use, Privacy Policy and these Policies and Procedures.

Miche reserves the right to reject an IMR's choice of Personal Website URL names. Any External Website that links to an IMR's Personal Website cannot advertise or otherwise promote interchangeable handbag products other than Miche products.

3.3.2 - Team Websites

[reserved]

3.3.3 - Domain Names, Email Addresses and Online Aliases

Except as specifically otherwise allowed herein, you are not allowed to use or register “Miche,” “Endless Possibilities” or any of Miche's trademarks, product names, slogans, tag-lines, or any derivatives of the foregoing, for any Internet domain name (URL or extension) or Personal Email Address. Additionally, you cannot use or register Internet domain names, Personal Email Addresses, and/or online aliases that, in the sole discretion of Miche, could cause harm to Miche's reputation, cause confusion, be misleading, be deceptive, or cause individuals to believe or assume the communication is from, or is the property of or authorized by Miche corporate. Examples of the improper use of “Miche” and “Endless Possibilities” include, but are not limited to, “msMiche,” “Miche-byAmy,” “JaneEndlessPossibilities,” or “Endless Possibilities” or Miche showing up as the sender of an email. Notwithstanding anything to the contrary herein, certain External Website domain names (URLs or extensions) may include “Miche” in them if a unique

URL is automatically generated by default upon the authorized creation (as outlined in Section 3.3.11 herein) of say, a Facebook “Fan Page” (e.g., <http://www.facebook.com/pages/jamie-smith-Independent-Miche-Representative/987654321123456789?sk=wall>) (“Default URL”). Additionally, Miche will consider, on a case by case basis, allowing an IMR to change a Default URL for aesthetic/cosmetic purposes – such that the example provided above could become: www.facebook.com/jsmithindependentmicherepresentative, or www.facebook.com/jsmith-independent-miche-representative. IMRs must first obtain approval from Miche prior to renaming any Default URL.

3.3.4 - Online Classifieds and Online Bulletin Boards

Notwithstanding anything to the contrary herein, IMRs may not use online classifieds (including, but not limited to, Craigslist) to (i) list Miche products or prices, sell or retail specific Miche products or product bundles or (ii) recruit potential IMRs. Miche recommends that if you post, pin or re-pin any images of Miche products, that you pull such original image from the cache of Miche-approved templates and images. Miche has gone to much time and expense to capture professional images that capture the look and feel of the Miche brand image for use by the IMRs as set forth herein. Miche reserves the right to deem images or other material posted, pinned or re-pinned on an IMR’s External Website (including Facebook and Pinterest) not in keeping with Miche’s brand image and require that the offending material be removed immediately.

3.3.5 - eBay/Online Auctions

Notwithstanding anything to the contrary herein, whilst a IMR and for 12 months thereafter, IMRs may not (i) list or sell Miche’s products, product prices or accessories on eBay or other online auctions, (ii) enlist or knowingly allow a third party to list or sell Miche products, product prices or accessories on eBay or other online auctions or (iii) sell Miche products or accessories to a third party that the IMR has reason to believe will list or sell such Miche products on eBay or another online auctions.

3.3.6 - Online Retailing and Product Price Listing

IMRs may not sell Miche products on any online retail store or ecommerce site (with the exception of your Personal Website). Notwithstanding the foregoing, IMRs may list Miche’s then-current MSRP on your External Website(s). Additionally, IMRs may not (i) enlist or knowingly allow a third party to sell Miche products on any online retail store or ecommerce site or (ii) sell products to a third party that the IMR has reason to believe will sell such products on any online retail store or ecommerce site.

3.3.7 - Banner Advertising

IMRs may place banner advertisements on their External Websites or third-party websites (as described herein below); provided, however, that they only use Miche-approved templates, and product and accessory images from the *Member’s Login*. Any Miche-related banner advertisements on their External Websites must link back directly to their Personal Miche Websites. If IMRs place Miche-related banner advertisements on third-party websites, they must ensure that such banner advertisements link back to their External Websites, not directly to their Personal Websites. Similarly, for Social Media

sites such as Pinterest, if an IMR uses, pins, or re-pins any image that uses the name, image, look-and-feel, etc. of Miche and or any Miche product or accessory, the IMR may only link such IMR's Personal Website and their External Website URL to such image. Notwithstanding the foregoing, IMRs may not use "blind ads" (i.e., ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with Miche products or the Miche compensation plan, opportunity or business.

3.3.8 - Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant to the issues being discussed therein.

3.3.9 - Digital Media Submissions (e.g., YouTube, iTunes, PhotoBucket, etc.)

IMRs may upload, submit or publish Miche-related video, audio or photo content to their External Websites that they develop and create so long as it aligns with Miche values, contributes positively to the Miche community greater good and reputation, as determined by Miche in Miche's sole discretion, and does not include the term "Miche" in any domain name URL, and is otherwise also in compliance with Miche's Statement of Policies & Procedures. All submissions must clearly identify the submitter as an IMR in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that the IMR is solely responsible for this content. IMRs may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Miche or captured at official Miche events or in buildings owned or operated by Miche without consent.

3.3.10 - Sponsored Links/Pay-Per-Click (PPC) Ads/Paid Search

Sponsored links or pay-per-click ads (PPC) are acceptable as described herein. The destination and display URL must be the same. The destination of the PPC must be the External Website, not your Personal Website, and must not portray any URL that could lead the user to believe they are being directed to a Miche owned or controlled website, or be inappropriate or misleading in any way. IMRs shall not utilize any of the Company's trademarks, trade names, and service marks, including, but not limited to, "Miche", "Miche Bag" or "Endless Possibilities", or any derivation thereof, in search engine marketing (also known as "paid search"), including, but not limited to, Google™ AdWords and Yahoo!® Advertising.

3.3.11 - Social Media and External Websites

IMRs may not list Miche product discounts, coupons or promotions (other than Miche-sponsored discounts, coupons or promotions) on any External Website. External Websites or Social Media websites may not be used to consummate the sale of specific Miche products, accessories, promotions or services (such sales transactions are limited solely to your Personal Website). Profiles an IMR generates in any social community

where Miche is discussed or mentioned must clearly identify the IMR as an “Independent Miche Representative,” and when IMRs participate in those communities, IMRs must avoid any violation of these Policies and Procedures, including, but not limited to, inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. Determination of what is inappropriate is at Miche’s sole discretion, and offending IMRs will be subject to disciplinary action. If a link to Miche product or accessory MSRP is provided on your External Website, it must link to the posting IMR’s Company-provided Personal Website.

IMRs may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments IMRs create or leave online must be useful, unique, relevant and specific to the blog’s article.

Banner advertisements used on an IMR’s External Website must contain then-current Miche images. Additionally, IMRs must follow any specific directions given by Miche with respect to the publication or other use of such Miche product prices and/or images.

IMRs may only use Miche’s name as specifically authorized herein, including, but not limited to, the creation of the name/title of a Social Media website. For example, when creating a Miche-related Social Media External Websites (e.g. a “Fan Page” on Facebook, a Pinterest, Twitter, Flickr or Tumblr account for Miche related posts or “pins”), IMRs may only use the following structure when naming such Miche-related Social Media External Websites:

“[Insert IMR’s name here] Independent Miche Representative.”

For other Miche-related Social Media External Websites that the IMR uses to promote or otherwise reference Miche’s name or products, IMRs must inform Miche, via Account Manager, of such Social Media External Websites name/title and URL or Default URL with Miche at the time of or prior to such Social Media page’s creation. As a general rule, IMRs may not use any geographic references in the page names/titles or URLs of their Miche-related Social Media External Websites. For purposes of clarification and the avoidance of doubt, other than for a Default URL or an approved amendment to a Default URL (see Section 3.3.3), IMRs may not use the terms “Miche,” “Endless Possibilities” or any derivation thereof, in any External Website address or related URL (e.g., www.jillsellsmichebags.com or www.blogspot.handbagsofstlouis.com). Any Personal Email Address (as defined herein) used in connection with the promotion or sales of Miche products, or in connection with an IMR’s Miche-related External Websites may not include the name “Miche” in it, in any form (e.g., tonsofmiche@gmail.com or micheofnewyork@yahoo.com).

Any External Website which contains “Miche” or “Endless Possibilities” or any derivation thereof in the URL, must be transferred to Miche or closed/terminated upon demand by Miche. In no event may the IMR sell such domain name to any third party without the prior express written consent of Miche. Miche reserves the right to deem images or other material posted, pinned or re-pinned on an IMR’s External Website (includ-

ing Facebook and Pinterest) not in keeping with Mische's brand image and request the offending material be removed immediately.

3.3.11.1 - Personal Pages/Walls vs. Fan Pages

So long as IMRs are abiding by the general guidelines set forth herein with respect to online behavior, including, without limitation, the creation, naming and use of Social Media dedicated websites, IMRs are not prohibited from including Mische related posts on their personal Social Media websites (e.g., personal pages/walls on Facebook). However, IMRs are encouraged to create a separate Mische related "Fan Page", or any equivalent Social Media page, to provide a dedicated and separate landing spot for Mische related updates, party plan dates and times, approved Mische product images, etc., which will, among other things, also allow potential customers to "like" or "follow" an IMR's Mische related "Fan Page" without an IMR having to "accept" them as "friends" on your personal Facebook page/wall.

3.3.11.2 - IMRs Are Responsible for Postings

IMRs are personally responsible for their online postings and all other online activity that relates to Mische. Therefore, even if an IMR does not own or operate a blog or Social Media site, if an IMR posts to any such site that relates to Mische or which can be traced to Mische, the IMR is responsible for the posting and must act in a way that builds, strengthens and enhances Mische's reputation, image and standing in the community. IMRs are also responsible for postings which occur on any External Website that the IMR owns, operates, or controls. Furthermore, please note that while Mische encourages IMRs to engage in the online Social Media community in an effort to enhance and grow their independent distributorships, each IMR is solely responsible to strictly adhere to each social media website's terms of use, policies and procedures, privacy policies, etc. If an IMR is not comfortable with fully accepting such obligations and potential consequences, they should refrain from using Social Media websites as a platform to grow their Mische independent distributorship.

3.3.11.3 - Identification as an IMR

IMRs must disclose their full names on all relevant Social Media profiles that relate to Mische and its products or business, and each must conspicuously identify themselves as an "Independent Mische Representative." Anonymous postings or use of an alias is prohibited.

3.3.11.4 - Social Media as a Sales and Promotion Forum

External Websites, specifically Social Media sites, are relationship-building sites. While building relationships is an important part of the sales process, External Websites, including, without limitation, Social Media sites may not be used as a direct medium for generating sales or explaining the Mische income opportunity. Online sales may only be generated from an IMR's Mische Personal Website. Likewise, IMRs shall not use any Social Media site to explain the Mische Compensation Plan or any component thereof.

3.3.11.5 - Deceptive Postings

Online postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Miche income opportunity, Miche's products, and/or IMR biographical information and credentials.

3.3.11.6 - The Official Miche Facebook Page

Miche has an official Company Facebook page. IMRs may not place linking information on Miche's company Facebook page, nor may they post any pricing, promotions, marketing material, sales, advertisements, or announcements relating to their businesses on Miche's company Facebook page. Furthermore, business-related matters and questions should not be posted on Miche's company Facebook page, but should instead be directed to Account Manager or info@michebag.ca. Miche reserves the right to remove any messages posted on the official Company Facebook page as determined in its sole discretion.

3.3.11.7 - Use of Third Party Intellectual Property

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any online posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third-party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

3.3.11.8 - Respecting Privacy

Always respect the privacy of others in your postings. IMRs must not engage in gossip or advance rumors about any individual, company, or competitive products or services. IMRs may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

3.3.11.9 - Professionalism

You must ensure that your postings are truthful and accurate. This requires that you fact-check all material you post online. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

3.3.11.10 - Prohibited Postings

IMRs may not make any postings, or link to any postings or other material that:

- Is sexually explicit, obscene, or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity; OR
- Is in violation of any intellectual property rights of the Company or any third party.

3.3.11.11 - Responding to Negative Online Posts

Do not converse with one who places a negative post against you, other IMRs, or Miche. Report negative posts to the Company at info@michebag.ca. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge who does not hold themselves to the same high standards as Miche, and therefore damages the reputation and goodwill of Miche.

3.3.11.12 - Social Media Sites with External Website-like Features

Because some Social Media sites are particularly robust, the distinction between a Social Media site and a website may not be clear-cut. Miche therefore reserves the sole and exclusive right to classify certain Social Media websites as “External Websites” and require that IMRs using, or who wish to use, such Social Media websites adhere to the Company’s policies relating to External Websites.

3.3.11.13 - Cancellation of Your Miche Business

If your Miche business is cancelled for any reason, you must discontinue using the Miche name, and all of Miche’s trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all External Websites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Miche Representative, you must conspicuously disclose that you are no longer an Independent Miche Representative.

3.4 - Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be a Miche IMR by submitting an IMR Agreement. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively “Affiliated Parties”) are individually, jointly and severally liable for any indebtedness to Miche, compliance with the Miche Policies and Procedures, the Miche IMR Agreement, and other obligations to Miche. The name of an IMR Business Entity may not contain the words “Miche,” “Endless Possibilities” or any derivative of the foregoing.

To prevent the circumvention of Sections (regarding transfers and assignments of a Miche business) and (regarding Advisor Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or Miche, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify Miche in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of Section (Sales Transfer or Assignment of Miche Business). In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other Miche business for six consecutive calendar months in accordance with Section (Cancellation). If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section (Sale, Transfer or Assignment of Miche Business).

There is a \$25.00 fee for each change requested, which must be included with the written request and the completed IMR Agreement. Miche may, at its discretion, require notarized documents before implementing any changes to a Miche business. Please allow thirty (30) days after the receipt of the request by Miche for processing. The modifications permitted within the scope of this paragraph *do not* include a change of Advisor. Changes of Advisor are addressed in Section (Change of Advisor).

3.4.1 - Changes to a Business Entity

Each IMR must immediately notify Miche of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

3.5 - Change of Advisor

The transfer of a Miche business from one Advisor to another is rarely permitted. Requests for change of Advisor must be submitted in writing to the Miche Compliance Department, and must include the reason for the transfer. Transfers will only be considered in the following circumstances:

3.5.1 - Misplacement

In cases in which the new IMR is sponsored by someone other than the individual he or she was led to believe would be his or her Advisor, an IMR may request that he or she be transferred to another Advisor. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within forty-five (45) days from the date of enrollment. The IMR requesting the change has the burden of proving that he or she was placed beneath the wrong Advisor. It is up to Miche's sole discretion whether the requested change will be implemented. Whether any additional IMRs in the Advisor's Team will also be moved shall be up to the sole discretion of the Company and will be evaluated on a case-by-case basis. **ADVISORS WAIVE ALL CLAIMS AGAINST MICHE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS REGARDING THE COMPANY'S DECISION WHETHER TO ALLOW AN IMR TO CHANGE ADVISORS, AND MICHE'S DECISION WHETHER TO ALLOW AN ADVISOR'S TEAM TO BE MOVED.**

3.5.2 - Cancellation and Re-application

An IMR may legitimately change organizations by voluntarily cancelling his or her Miche business (which is accomplished by calling or emailing the Miche Compliance Department) and remaining inactive (*i.e.*, no purchases of Miche products for resale, no sales of Miche products, no sponsoring, no attendance at any Miche functions, no participation in any other form of IMR activity, no operation of any other Miche business, and no income from the Miche business) for six (6) full calendar months. Following the six-month period of inactivity, the former IMR may reapply under a new Advisor. However, the former IMR's Team will remain in their original Team line and the former IMR's Rank will be reset.

3.5.3 - Waiver of Claims

In cases wherein the appropriate Advisor change procedures have not been followed,

and an Advisor develops a Team Organization under a second Advisor without following the proper Advisor change procedures, Miche reserves the sole and exclusive right to determine the final disposition of the Team Organization. Resolving conflicts over the proper placement of a Team Organization that has developed under an organization that has improperly switched Advisors is often extremely difficult. Therefore, **IMRs WAIVE ANY AND ALL CLAIMS AGAINST MICHE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM MICHE'S DECISION REGARDING THE DISPOSITION OF ANY TEAM ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF ADVISOR.**

3.5.4 – No Advisor

With respect to any IMR who has no Advisor or whose Advisor is the Company (i.e., an IMR who is on a Level directly below the Company), such IMR agrees that the Company, in its sole discretion, has the right at any time to transfer such IMR and such IMR's Team to a position beneath an Advisor selected by the Company.

3.6 - Unauthorized Claims and Actions

3.6.1 - Indemnification

An IMR is fully responsible for all of his or her verbal and written statements made regarding Miche products, services, and the Compensation Plan that are not expressly contained in official Miche materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. IMRs agree to indemnify Miche and Miche's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Miche as a result of the IMR's unauthorized representations or actions. This provision shall survive the termination of the IMR Agreement.

3.6.2 - Income Claims

Because IMRs do not have the data necessary to comply with the legal requirements for making income claims, an IMR, when presenting or discussing the Miche opportunity or Miche Compensation Plan to a prospective IMR, may not make income projections, income claims, or disclose his or her Miche income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

3.7 - Repackaging and Relabeling Prohibited

Miche products may only be sold in their original packaging. IMRs may not repackage, relabel, or alter the labels on Miche products. IMRs may affix a personalized sticker with their personal/contact information to each product container, as long as they do so without removing existing labels or covering any text, graphics, or other material on the product label.

3.8 - Retail Outlets

Except as set forth below in this Section 3.8, an IMR may not (i) sell or deliver Miche

products at a retail outlet or the surrounding premises or (ii) sell or provide Miche products to someone who the IMR has reason to believe will sell or deliver such Miche products at a retail outlet or the surrounding premises. IMRs may hold organized sales parties held at a retail outlet, provided that (i) such parties are by invitation only, not open to the general public and not advertised in the retail outlet, (ii) such parties are held at a pre-designated time outside of regular business hours and (iii) the IMR does not deliver any Miche products to Customers at the retail outlet or the surrounding premises.

3.9 - Trade Shows and Other Sales Forums

IMRs may display and/or sell Miche products at a Tradeshow. A “Tradeshow” is an organized event of a relatively large number of vendors held at a specific location which does not last more than ten (10) days over any consecutive sixty (60) day period, at which various products and/or services are displayed, sold or otherwise marketed to attendees. Tradeshows are available to IMRs on a first-to-register basis. Multiple IMRs are not allowed at a single Tradeshow; provided, however, that, to the extent permitted by the Tradeshow administrator, one or more IMRs may, by mutual agreement, share a single booth at a Tradeshow (for example, rotating days or time blocks within a day).

IMRs may display and/or take orders for Miche products inside a Showroom. A “Showroom” is a room for holding organized sales parties or sales events at limited, pre-designated times at which invitees to such parties or sales events (and not walk-in customers) may place orders for Miche products. The following activities are prohibited at a Showroom or surrounding premises: delivering (e.g., cash-and-carry) Miche product to a Customer; displaying Miche product in a manner that is visible from outside the Showroom; and displaying signage that indicates that Miche product is sold or otherwise promoted in the Showroom. Notwithstanding the foregoing, IMRs may not sell Miche products at swap meets, farmers markets, garage sales, flea markets or similar events as these events are not conducive to the quality image Miche wishes to portray. Additionally, IMRs may not sell or display non-Miche products alongside or in the same display space with Miche products at a Tradeshow or Showroom.

3.10 - Conflicts of Interest

3.10.1 - Nonsolicitation

Unless otherwise agreed to in writing with the Company, Miche IMRs are free to participate, directly or indirectly, in non-Miche network marketing, direct sales or multilevel business ventures or marketing opportunities (“Network Marketing Activities”). However, IMRs may not directly or indirectly Recruit other Miche IMRs or Customers for any Network Marketing Activities.

Following the cancellation of an IMR’s IMR Agreement, and for a period of 12 calendar months thereafter, regardless of the reason for cancellation, a former IMR may not Recruit any Miche IMR or Customer for any Network Marketing Activities. Notwithstanding this prohibition, it is permissible for an IMR to Recruit other IMRs or Customers for Network Marketing Activities during this 12-month period if the IMR being recruited is either (i) an immediate family member of the Recruiting IMR; or (ii) an individual whom the Recruiting IMR knew and with whom he or she had a relationship prior

to their mutual involvement with the Company, and not someone with whom the Recruiting IMR became acquainted by virtue of their mutual involvement as IMRs for the Company. In any dispute or action involving the invocation of this exception, the burden shall be on the IMR asserting the exception to prove such prior relationship or that the Recruited IMR otherwise falls within the scope of this exception.

IMRs stipulate that because Network Marketing Activities are conducted worldwide, often through networks of independent contractors dispersed across Canada and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, IMRs agree that this non-solicitation provision shall apply in all countries in which Miche conducts business. IMRs agree that the geographic scope applicable to this provision is reasonable and further waives any claim or defense that the nonsolicitation provision is void or voidable based on the breadth of its geographic scope.

The term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly (including but not limited to the use of a website), or through a third party, another Miche IMR or Customer to enroll or participate in a Network Marketing Activity. This conduct constitutes recruiting even if the IMR’s actions are in response to an inquiry or contact made by another IMR or Customer.

Each IMR stipulates that if he or she violates the terms of this nonsolicitation provision, Miche will be irreparably harmed, and calculation of the full extent of Miche’s damages will be difficult. IMR therefore stipulates that for each violation of this nonsolicitation provision, Miche shall be entitled to immediate temporary, preliminary, and permanent injunctive relief and liquidated damages from such IMR in the amount of \$2,500.00 CDN for each occurrence. Each individual or entity Recruited shall constitute a separate occurrence, and separate instances of Recruiting the same individual or entity shall also constitute separate occurrences.

The provisions of this Section 3.10.1 shall survive termination of the IMR Agreement.

3.10.2 - IMR Participation in Other Network Marketing Programs

If an IMR is engaged in other non-Miche business or Network Marketing Activities, it is the responsibility of the IMR to ensure that his or her Miche business is operated entirely separate and apart from all other businesses and/or Network Marketing Activities.

3.10.3 - Competing Products

Notwithstanding anything to the contrary contained herein, during the term of the Agreement, an IMR may not, directly or indirectly, sell, represent or promote (either as an owner, employee, independent contractor, consultant, recruiter or in any other manner) any handbag or purse product with interchangeable exteriors, styles, colors, patterns, etc., which are not Miche products, or lend IMR’s name to any person, company or entity en-

gaged in any such activity. Each IMR agrees that any such act, or steps in furtherance of such acts, by any IMR would cause harm to Miche's business and would be contrary to the intent of the Agreement. Miche intends to restrict IMRs under this Section only to the extent necessary for the protection of Miche's legitimate business interests. Each IMR agrees that the scope, duration, and geographic provisions are reasonable. In the event a court of competent jurisdiction determines that any provision of this Agreement is too restrictive, such provision(s) shall nevertheless be valid and enforceable to the fullest extent permitted by such court, and such provision(s) shall be reformed to the maximum scope, time, or geographic limitations determined appropriate by such court.

3.10.4 - Confidential Information

Confidential information includes, but is not limited to, the identities of Miche Customers and IMRs, contact information of Miche customers and IMRs, IMRs' personal and/or group sales volumes, and IMR rank and/or achievement levels. Confidential Information includes information made available to IMRs in their respective Business Centers. IMR access to such Confidential Information is password-protected, and IMRs hereby stipulate and agree that Confidential Information constitutes proprietary business trade secrets belonging to Miche. IMRs have no claim, right, or title to any Confidential Information. Such Confidential Information is provided to IMRs in strictest confidence and is made available to IMRs for the sole purpose of assisting IMRs in working with their respective sales organizations in the development of their Miche business. IMRs and Miche agree that, but for this agreement of confidentiality and nondisclosure, Miche would not provide Confidential Information to the IMR.

To protect Confidential Information, IMRs shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his or her Business Center to any third party;
- Use any Confidential Information to compete with Miche or to Recruit any IMR or Customer, or for any other purpose other than to promote his or her Miche business;
- Recruit or solicit any IMR or Customer of Miche listed on any report or in the IMR's Business Center, or in any manner attempt to influence or induce any IMR or Customer of Miche to alter their business relationship with Miche; or
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

Each IMR stipulates that if he or she violates the terms of this confidentiality provision, Miche will be irreparably harmed. IMR therefore stipulates that Miche shall be entitled to immediate temporary, preliminary, and permanent injunctive relief to enforce the terms of this provision, prevent the use and/or disclosure of Confidential Information, and

otherwise seek relief to protect its Confidential Information.

The provisions of this Section 3.10.4 shall survive termination of the IMR Agreement.

3.11 - Targeting Other Direct Sellers

Miche does not condone IMRs specifically or consciously targeting the sales force of another direct sales company to sell Miche products or to become IMRs for Miche, nor does Miche condone IMRs' solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should IMRs engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an IMR alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, Miche will not pay any of IMR's defense costs or legal fees, nor will Miche indemnify the IMR for any judgment, award, or settlement.

3.11.1 - Errors or Questions

If an IMR has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the IMR must notify Miche in writing within 60 days of the date of the purported error or incident in question. Miche will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

3.12 - Governmental Approval or Endorsement

Neither federal nor provincial regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, IMRs shall not represent or imply that Miche or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

3.13 - Income Taxes

Each IMR is responsible for paying local, provincial, and federal taxes on any income generated as an IMR. Miche Canada provides a statement of earnings upon request.

3.14 - Independent Contractor Status

IMRs are independent contractors. The agreement between Miche and its IMRs does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IMR. An IMR shall not be treated as an employee for his or her services or for Federal or provincial tax purposes. All IMRs are responsible for paying local, provincial, and federal taxes due from all compensation earned as an IMR of the Company. The IMR has no authority (expressed or implied) to bind the Company to any obligation. Each IMR shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the IMR Agreement, this Statement of Policies & Procedures, and applicable laws.

3.15 - International Marketing

IMRs are authorized to sell Miche products and enroll Customers or IMRs only in Canada. Miche products or sales aids may not be shipped into or sold in any foreign

country.

3.16 - Excess Inventory and Bonus Buying

IMRs must never purchase more products than they can reasonably use or sell to Customers in a month, and must not influence or attempt to influence any other IMR to buy more products than they can reasonably use or sell to Customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product purchases by end user consumers. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice.

3.17 - Adherence to Laws and Ordinances

IMRs shall comply with all federal, provincial, and local laws and regulations in the province or territory of their businesses.

3.18 - Actions of Household Members or Affiliated Parties

If any member of an IMR's immediate household engages in any activity which, if performed by the IMR, would violate any provision of the Agreement, such activity will be deemed a violation by the IMR and Miche may take disciplinary action against the IMR. Similarly, if any partner, shareholder, member, or other individual with any ownership or management capacity (collectively "Affiliated Individual") in a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity and each Affiliated Individual, and Miche may take disciplinary action jointly and severally against the Business Entity and/or each Affiliated Individual.

3.19 - Sale, Transfer or Assignment of Miche Business

Although a Miche business is a privately-owned and independently-operated business, the sale, transfer or assignment of a Miche business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a Miche business, is subject to certain limitations. If an IMR wishes to sell his or her Miche business, or interest in a Business Entity that owns or operates a Miche business, the following criteria must be met:

- The selling IMR must offer Miche the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Miche shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Miche IMR. If the buyer is an active Miche IMR, he or she must first terminate his or her Miche business and wait six calendar months before acquiring any interest in a different Miche business.
- Before the sale, transfer or assignment can be finalized and approved by Miche, any debt obligations the selling party has with Miche must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms

of the Agreement in order to be eligible to sell, transfer or assign a Miche business.

Prior to selling an independent Miche business or Business Entity interest, the selling IMR must notify info@michebag.ca in writing and advise of his or her intent to sell his/her Miche business or Business Entity interest. The selling IMR must also receive written approval from Miche before proceeding with the sale. No changes in line of Advisor can result from the sale or transfer of a Miche business.

3.20 - Separation of a Miche Business

Miche IMRs sometimes operate their Miche businesses as husband-wife partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

3.21 - Sponsoring Online

When sponsoring a new IMR through the online enrollment process, the Advisor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the IMR Agreement, Miche's Policies and Procedures, and the Miche Compensation Plan. **THE ADVISOR MAY NOT FILL OUT THE ONLINE IMR AGREEMENT ON BEHALF OF THE APPLICANT AND AGREE TO THESE MATERIALS ON BEHALF OF THE APPLICANT. THE SUBMISSION OF AN ONLINE APPLICATION, WHETHER BY THE NEW APPLICANT, THE ADVISOR, OR ANYONE ACTING UNDER THE DIRECTION OF EITHER OF THEM, CONSTITUTES ACCEPTANCE OF AND BINDING AGREEMENT BY THE NEW APPLICANT TO ALL TERMS AND OBLIGATIONS OF THE AGREEMENT.**

3.22 - Succession

Upon the death or incapacitation of an IMR, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an IMR should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Miche business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased IMR's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute an IMR Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased or incapacitated IMR's status;
- The devisee must provide Miche with an "address of record" to which all bonus and commission cheques will be sent;

3.22.1 - Transfer Upon Incapacitation of an IMR

To effectuate a transfer of a Miche business because of incapacity, the successor must provide the following to Miche: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the Miche business; and (3) a completed IMR Agreement executed by the trustee.

3.23 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of provinces) have "do not call" regulations as part of their telemarketing laws. Although Miche does not consider IMRs to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, IMRs must not engage in telemarketing in the operation of their Miche businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Miche product, or to recruit them for the Miche opportunity. "Cold calls" made to prospective customers or IMRs that promote either Miche's products or services or the Miche opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or IMR (a "prospect") is permissible under the following situations:

- If the IMR has an established business relationship with the prospect. An "established business relationship" is a relationship between an IMR and a prospect based on the prospect's purchase, rental, or lease of goods or services from the IMR, or a financial transaction between the prospect and the IMR, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product.
- The prospect's personal inquiry or application regarding a product offered by the IMR, within the three (3) months immediately preceding the date of such a call.
- If the IMR receives written and signed permission from the prospect authorizing the IMR to call. The authorization must specify the telephone number(s) which the IMR is authorized to call.
- You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.

- IMRs shall not use automatic telephone dialing systems or software relative to the operation of their Miche businesses.
- IMRs shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the Miche products, services or opportunity.

3.24 - Member's Login, Forum and Facebook Group

Miche makes a Business Center available to each IMR. Business Centers provide IMRs access to confidential and proprietary information that may be used solely and exclusively to promote the development of an IMR's Miche business and to increase sales of Miche products. However, access to a Business Center is a privilege, and not a right. Miche reserves the right to deny an IMR access to the Business Center at its sole discretion.

3.25 - Change of Address, Telephone and Email Addresses

IMRs whose contact information changes must amend their contact information through their Account Manager.

3.25.1 - Ongoing Training

Any IMR who sponsors another IMR into Miche must perform a bona fide assistance and training function to ensure that his or her Team is properly operating his or her Miche business. IMRs must have ongoing contact and communication with the IMRs in their Team Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Team IMRs to Miche meetings, training sessions, and other functions. Support Line IMRs are also responsible to motivate and train new IMRs in Miche product knowledge, effective sales techniques, the Miche Compensation Plan, and compliance with Company Statement of Policies & Procedures.

IMRs should monitor the IMRs in their Team Organizations to guard against improper product or business claims and illegal or inappropriate conduct.

3.25.2 - Increased Training Responsibilities

As IMRs progress through the various levels of leadership, they will become more versed in sales techniques, product knowledge, and understanding of the Miche business. They will be called upon to share this knowledge with less- experienced IMRs within their organization.

3.25.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, IMRs have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

3.26 - Negative Comments

Miche wants to provide its IMRs with the best products, Compensation Plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to your Account Manager or info@michebag.ca. Remember, to best serve you, we must hear from you! While Miche welcomes constructive input, negative comments and remarks made in the field by IMRs regarding the Company, its products, or Compensation Plan serve no purpose other than to sour the enthusiasm of other Miche IMRs and the public. For this reason, and to set the proper example for their Teams, IMRs must not disparage, demean, or make negative remarks about Miche, other Miche IMRs, Miche's products, marketing materials, Compensation Plan, or Miche's directors, officers, or employees. Complaints and concerns about Miche and/or its products should be directed to the Account Manager. Disputes or disagreements between any IMR and Miche shall be resolved through the dispute resolution process set forth in the Agreement, and the Company and IMRs agree specifically not to demean, discredit, disparage, or criticize one another on the internet or any other public forum. This provision shall survive the termination of the IMR's Agreement.

3.27 - Providing Documentation to Applicants

IMRs must provide the most current version of the Statement of Policies & Procedures and the Compensation Plan to individuals whom they are sponsoring to become IMRs before the applicant signs an IMR Agreement, or ensure that they have online access to these materials.

3.28 - No Territory Restrictions

There are no exclusive territories granted to anyone.

3.29 - Sales Receipts

All IMRs who sell merchandise must provide their Customers with a copy of an official Miche sales receipt at the time of the sale. These receipts set forth the customer satisfaction guarantee as well as any consumer protection rights afforded by federal or provincial law. IMRs must maintain all retail sales receipts for a period of two years and furnish them to Miche at the Company's request.

SECTION 4 - BONUSES AND COMMISSIONS

4.1 - Bonus and Commission Qualifications and Accrual

An IMR must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an IMR complies with the terms of the Agreement, Miche shall pay commissions to such IMR in accordance with the Compensation Plan. The minimum amount for which Miche will issue a commission is \$10.00. If an IMR's bonuses and commissions do not equal or exceed \$10.00, the Company will accrue the commissions and bonuses until they total \$10.00. Payment will be issued once \$10.00 has been accrued.

Notwithstanding the foregoing, all commissions owed an IMR, regardless of the amount

accrued, will be paid at the end of each fiscal year or upon the cancellation of an IMR's business.

4.2 - Adjustment to Bonuses and Commissions

4.2.1 - Adjustments for Returned Products

IMRs receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to Miche for a refund or is repurchased by the Company, either of the following may occur at the Company's discretion: (1) the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the upline IMRs who received bonuses and commissions on the sales of the refunded products; or (2) the upline IMRs who earned commissions based on the sale of the returned products will have the corresponding points deducted from their Group Volume in the next month and all subsequent months until it is completely recovered.

4.2.2 - Hard Copy Commission Checks

The Company pays commissions via direct deposit into IMRs' bank accounts. IMRs may also request a hard-copy check in lieu of direct deposit.

4.3 - Reports

All information provided by Miche in Team activity reports, including but not limited to Personal Volume and Group Volume (or any part thereof), and Team sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors (including, but not limited to, the inherent possibility of human, digital, and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; or credit card and electronic check charge-backs), the information is not guaranteed by Miche or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MICHE AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY IMR OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE

INFORMATION), EVEN IF MICHE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, MICHE OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Miche's online and customer service reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is." If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Miche's online customer service reporting services and your reliance upon the information.

SECTION 5 - PRODUCT REFUNDS, RETURNS AND INVENTORY REPURCHASE

5.1 - Refund Policy

Miche offers a 100% refund policy to all Customers and IMRs. Merchandise must be returned to Miche in undamaged and unused condition, in its original packaging within 30 days from the date on which Miche receives the order. Shipping charges will not be refunded. If an IMR returns merchandise totaling \$1,000 PV or more for a refund in any 12 consecutive month period without prior written permission of Miche, the request will constitute the IMR's voluntary cancellation of his/her IMR Agreement. Merchandise received by Customers or IMRs in damaged condition will be replaced by Miche. Miche reserves the rights to replace damaged product immediately or upon return of the damaged product to the Company.

5.2 - Procedures for Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- Unless otherwise directed by the Company, merchandise must be returned to Miche by the IMR or Customer who purchased it directly from Miche. The address for returns is set forth on the packing slip.
- The return is accompanied by:
 - The original packing slip with the completed and signed Consumer Return information;
 - The product in its original container.
- Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical

means of shipping is suggested. All returns must be shipped to the return address set forth on the packing slip of the Product. Miche does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the IMR. If returned product is not received by the Company's Distribution Center, it is the responsibility of the IMR to trace the shipment.

- Unless otherwise directed by the Company, if an IMR is returning merchandise to Miche that was returned to him or her by a personal Customer, the product must be received by Miche within ten (10) days from the date on which the Customer returned the merchandise to the IMR, and must be accompanied by the sales receipt the IMR gave to the Customer at the time of the sale.

No refund or replacement of product will be made if the conditions of these procedures are not followed.

SECTION 6 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

6.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an IMR that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the IMR's Miche business), may result, at Miche's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the IMR to take immediate corrective measures, including but not limited to personally refunding customers who may have been harmed by the IMR's conduct;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Miche may withhold from an IMR all or part of the IMR's bonuses and commissions during the period that Miche is investigating any conduct allegedly in violation of the Agreement. If an IMR's business is cancelled for disciplinary reasons, the IMR will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's IMR Agreement for one or more pay periods;
- Involuntary termination of the offender's IMR Agreement;
- Suspension and/or termination of the offending IMR's Miche website or website access;
- Any other measure expressly allowed within any provision of the Agreement or which Miche deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IMR's policy violation or contractual breach;

- In situations deemed appropriate by Miche, the Company may institute legal proceedings for monetary and/or equitable relief.

In the event of a suspension of an IMR's Agreement by the Company, the IMR shall have no right or claim to any bonus or commission payments withheld by the Company during the period of suspension. The Company shall be entitled to maintain the suspension period for as long as necessary to fully investigate the facts and events relating to the suspension and to consider the Company's response. In the event that the Company determines after such investigation that, in its sole discretion, the grounds for suspension were wholly without merit and unsupported by any evidence, the Company may choose to pay the IMR any bonus or commission payments withheld by the Company during the period of suspension. In every other circumstance, including but not limited to cancellation of the IMR's Agreement or reinstatement despite a finding that the suspension was warranted or supported by some evidence, the IMR shall not receive or have any claim to bonus or commission payments withheld by the Company during the period of suspension.

6.2 - Grievances and Complaints

When an IMR has a grievance or complaint with another IMR regarding any practice or conduct in relationship to their respective Miche businesses, the complaining IMR should first report the problem to his or her Advisor who should review the matter and try to resolve it with the other party's Account Manager. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Compliance Department at the Company. The Compliance Department will review the facts and resolve it.

6.3 - Arbitration and Other Dispute Resolution

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, including claims at law or equity, contract-based, tort-based, and/or otherwise, shall be settled through confidential arbitration. The Parties waive rights to trial by jury or to any court except as expressly provided herein. The arbitration shall be filed with, and administered by, the Canadian Arbitration Association in accordance with the CAA's Commercial Arbitration Rules and Mediation Procedures, which are available on the CAA's website at www.CAA.ca . Copies of the CAA's Commercial Arbitration Rules and Mediation Procedures will also be emailed to IMRs upon request to Miche's Customer Service Department. Notwithstanding the rules of the CAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- **The Federal Rules of Evidence and Federal Rules of Civil Procedure shall apply in all cases;**
- **The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five (5) business days;**
- **The Parties shall be allotted equal time to present their respective cases;**
- **The arbitration shall be brought on an individual basis by each IMR and not**

as part of a class or consolidated action. If the Company initiates arbitration, it may join multiple IMRs or other parties in such proceeding.

All arbitration proceedings shall be held solely and exclusively in Oshawa, Ontario. There shall be one arbitrator selected from the panel that the AAA provides. If the Parties cannot agree on a mutually agreeable arbitrator within ten (10) business days of the date the panel list is provided to them, the Parties shall rank the panel arbitrators, beginning with 1 for most preferable, within five (5) business days thereafter and exchange rankings with the other Party. The arbitrator receiving the lowest collective rank shall be appointed as the arbitrator. In the event of a tie, the tying arbitrator selected by the Company shall be appointed. Each Party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the Parties and may, if necessary, be reduced to a judgment in any court having jurisdiction to enter such judgment. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

Unless otherwise stipulated by all parties thereto, the Parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award;
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in the Agreement shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary restraining order, preliminary or permanent injunction, or other equitable relief available to safeguard and protect the Company's interests and rights prior to, during, or following the filing of any arbitration proceeding.

This arbitration provision and all obligations set forth herein shall not apply to claims asserted by the Company against any individual or entity, including IMRs, for violation of Section (Conflicts of Interest), including but not limited to Sections (Nonsolicitation) and section (Confidential Information). All such claims shall be brought and adjudicated in the federal or provincial courts residing in Oshawa, Ontario, Canada to the exclusion of all other venues and fora. The Parties consent to mandatory and exclusive jurisdiction and venue before such courts for all non-arbitrable claims between them.

This Section shall inure to the benefit of the Company and all of its parents, subsidiaries, affiliates, officers, directors, members, managers, agents, employees, attorneys, successors, and assigns, any of whom shall be entitled to invoke or seek enforcement of those Sections, and shall cover all claims asserted against any of them that arise out of or relate to the Agreement.

6.4 - Governing Law, Jurisdiction and Venue

Mandatory and exclusive jurisdiction and venue of any claim, dispute, matter, controversy, or action involving the Company and IMR that is not subject to arbitration shall be in the federal and provincial courts residing in Oshawa, Ontario, Canada to the exclusion of all other venues and fora.

SECTION 7 - PAYMENT, SALES TAXES, SHIPMENT AND RISK OF LOSS

7.1 - Restrictions on Third Party Use of Credit Cards and Checking Account Access

IMRs shall not permit other IMRs or Customers to use his or her credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company.

7.2 - Sales Taxes

Miche charges sales tax on all purchases made by IMRs and Customers, and remits the taxes charged to the respective provinces. Accordingly, Miche will collect and remit sales taxes on behalf of IMRs, based on the suggested retail price of the products, according to applicable tax rates in the jurisdiction into which the shipment is destined.

7.3 – Shipment, Title and Risk of Loss

All shipments of Products shall be made by the carrier selected by Miche. Title and risk of loss or damage to the Products shall pass to the IMR or Customer, as applicable, upon delivery of the Products for shipment to the carrier at Miche's fulfillment facility, and any claim of loss or damage shall be made by the IMR or Customer, as applicable, against such carrier.

SECTION 8 - INACTIVITY AND CANCELLATION

8.1 - Effect of Cancellation

So long as an IMR remains active and complies with the terms of the IMR Agreement and the Policies & Procedures, Miche shall pay commissions to such IMR in accordance with the Compensation Plan. An IMR's bonuses and commissions constitute the entire consideration for the IMR's efforts in generating sales and all activities related to generating sales (including building a Team Organization). Following an IMR's non-renewal of his or her IMR Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her IMR Agreement (all of these methods are collectively referred to as "cancellation"), the former IMR shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales

generated by the organization. **An IMR whose business is cancelled will lose all rights as an IMR. This includes the right to sell Miche products and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the IMR's former Team Organization. In the event of cancellation, IMRs agree to waive all rights they may have, including but not limited to property rights, to their former Team Organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Team Organization.**

Following an IMR's cancellation of his or her IMR Agreement, the former IMR shall not represent himself or herself as a Miche IMR and shall not have the right to sell Miche products or services. An IMR whose business is cancelled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

8.2 - Failure to Meet PV Quota

An IMR must personally generate the minimum PV as stated in the Compensation Plan per pay period to be eligible for override commissions. If an IMR remains inactive for six months at sole discretion of the company, this Agreement may be canceled and their down line forfeited.

8.3 - Involuntary Cancellation

An IMR's violation of any of the terms of the Agreement, including any amendments that may be made by Miche in its sole discretion, may result in any of the sanctions listed in Section (Disciplinary Sanction), including the involuntary cancellation of his or her IMR Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the IMR's last known address, email address, or fax number, or to his/her attorney, or when the IMR receives actual notice of cancellation, whichever occurs first.

Miche reserves the right to terminate all IMR Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

If an IMR Agreement is involuntarily cancelled pursuant to this Section, the IMR position will remain in its current position in the Company organizational network, and its downline organization will remain intact until the Company has recouped all costs and losses, including attorneys fees, associated with the IMR Agreement cancellation and the events that are connected with or led to the cancellation. This provision includes all costs, fees, and expenses associated with litigation that may result from or be connected with such cancellation. Once the Company determines, in its sole discretion, that it has recouped all such costs and losses, the cancelled IMR position shall be terminated from the Company's organizational network, and the downline organization shall roll-up to the immediately upline IMR.

8.4 - Voluntary Cancellation

A participant in this direct selling plan has a right to cancel at any time, regardless of reason. Cancellation must be either:

- submitted in writing to the Company at its principal business address, which writing must contain the IMR's signature, printed name, address, and IMR ID Number; or
- submitted by email to info@michebag.ca, which email must (a) be sent from the IMR's email address that is on file with Miche and (b) contain the IMR's name, address and IMR ID Number.

8.5 - Non-renewal

An IMR may also voluntarily cancel his or her IMR Agreement by failing to pay his or her annual renewal fee, as specifically provided in these Policies and Procedures. The Company may also elect not to renew an IMR's Agreement upon its anniversary date.

8.6 – Return of All Confidential Information

Upon the cancellation of an IMR Agreement, whether voluntary, involuntary, or otherwise, the IMR must immediately return to the Company all Confidential Information in the possession, custody, or control of the IMR, regardless of the form thereof, whether in paper, electronic records, email, phone, or physical address books, or any other storage media, and must certify to the Company in writing that this obligation has been fully and completely discharged. Failure to satisfy this obligation constitutes a violation of Section, Competing Products of these Policies and Procedures. This section shall survive termination of the Agreement.

SECTION 9 - DEFINITIONS

IMR- Independent Miche Rep.

Account Manager- Your Miche Canada contact person.

Advisor – With respect to any IMR, the person or entity who is directly above (i.e., immediately upline to) such IMR in the applicable Team.

Affiliated Party - A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement - The contract between the Company and each IMR that includes the IMR Agreement, the Miche Policies and Procedures, the Miche Compensation Plan, and the Miche Personal Website and Business Center Terms of Use, all in their current form and as amended by Miche in its sole discretion. These documents are collectively referred to as the “Agreement.”

Cancel or Cancellation — The termination of an IMR's business. Cancellation may be

voluntary, involuntary, through non-renewal or inactivity, or as otherwise provided herein.

Customer – An individual or entity who purchases Miche products or services from an IMR or Miche, but who is not an IMR.

Customer Sales – Sales to a Customer.

External Website – An online property personally owned or controlled by an IMR other than the IMR's Personal Website which has been disclosed to Miche in writing, including but not limited to, a company/personal website, blog, Facebook Fan Page, flickr page, application for mobile phones and similar devices, YouTube account page or any social networking site.

Fan Page – Dedicated pages of Social Media websites designed for organizations and businesses, to broadcast information in an official, public manner to people who choose to connect with them. Similar to profiles (timelines), Fan Pages can be enhanced with applications that help the entity communicate and engage with their audiences, and capture new audiences virally through friend recommendations, News Feed stories, etc.

Household - Spouses and dependent children living at or doing business at the same address.

Level — The layers of downline Customers and IMRs in a particular IMR's Team Organization. This term refers to the relationship of an IMR relative to a particular upline IMR, determined by the number of IMRs between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth level.

MSRP – The publicly advertised prices of Miche products as post in the *Resources* tab in the Business Center and as updated from time to time.

Official Miche Material — Literature, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by Miche to IMRs.

Personal Email Address – A personal email address other than the MyMiche email address provided by Miche.

Personal Volume— The commissionable value of services and products purchased by: (1) an IMR; and (2) the IMR's personal Customers who are on the autoship program or who purchase from the IMR's Personal Website.

Personal Website – A Miche-sponsored (MyMiche) website that IMRs use to sell and market Miche products to Customers.

Rank — The “title” that an IMR holds pursuant to the Miche Compensation Plan.

Recruit — For purposes of Miche’s Conflict of Interest Policy (Section 3.10), the term “Recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly (including but not limited to use of a website), or through a third party, another Miche IMR or Customer to enroll or participate in a Network Marketing Activity. This conduct constitutes recruiting even if the IMR’s actions are in response to an inquiry or contact made by another IMR or Customer.

Resalable — Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) they are returned to Miche within one year from the date of purchase. Any merchandise that is identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be deemed resalable.

Social Media - Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to, blogs, Facebook, MySpace, Flickr, Tumblr, Twitter, LinkedIn, De.li.ci.o.us, and YouTube.

Team - A Team is a group of IMRs that shares a common Advisor, directly or indirectly.