



Vantel Pearls International

111 Forbes Boulevard

Mansfield, MA 02048

VANTEL PEARLS POLICIES AND PROCEDURES MANUAL

(Revised and Effective September 18, 2017)

The goal of having a Policies and Procedures Manual is to ensure that Vantel Pearls International/Pearls in the Oyster, Inc. (herein after referred to as “Vantel Pearls” or the “Company”) treats all Independent Consultants (or “Consultants”) fairly and enables them to conduct business effectively with the Company, other Consultants, customers and the community while promoting goodwill for the Vantel Pearls brand. Give this document a thorough read, and simply refer back to it when You have questions.

The policies listed within the Policies and Procedures Manual are incorporated into, and form an integral part of, the Independent Consultant Agreement between Independent Consultants and the Company. Throughout this document, where the term “Agreement” is used, it collectively refers to the Vantel Pearls Independent Consultant Agreement and this Policies and Procedures Manual. It is Your responsibility to read, understand and comply with the Agreement. “We”, “us” and “our” refer to the Company; “You” and “Yours,” or “Consultant” refer to the Independent Consultant.

1. General Conduct. Consultants shall safeguard and promote the good reputation of Vantel Pearls and its products, and must avoid all deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. Consultants shall not engage in any conduct that may damage the Company’s goodwill or reputation. When representing the Vantel Pearls brand, opportunity or products, Consultants shall conduct themselves in a professional, respectful manner and appearance.

2. Consultant Status and Qualifications. You become a Vantel Pearls Independent Consultant when Your completed Agreement has been received and accepted by the Company at its Home Office. To become a Vantel Pearls Independent Consultant, You must be 18 years or older, be a United States citizen or permanent resident, possess a valid Social Security Number or Green Card, and be sponsored by a current Consultant or the Vantel Pearls Home office.

3. Independent Contractor Status. You understand that You are not an employee of Vantel Pearls and shall not be entitled to receive any benefits from Vantel Pearls whatsoever. Vantel Pearls shall not be required to withhold or make contributions for employment insurance, Workers’ Compensation and other similar levies in respect of payments to be made to You. You shall be fully responsible for paying all applicable federal and state/provincial withholding taxes, source deductions, taxes, and employment insurance premiums, Workers’ Compensation contributions, other levies, premiums, license requirements and fees related to Your earnings and activities as a Consultant. You agree that as a Consultant You are an independent contractor, and not an employee, agent, partner, legal

representative or franchisee of Vantel Pearls. You shall be solely responsible for paying all expenses incurred by Yourself, including but not limited to travel, food, lodging, secretarial, office, long-distance telephone and other expenses. You will have and maintain control of the manner and means of Your performance. You will have no power or authority to incur any debt, obligation or liability on Vantel Pearls' behalf.

4. Partnerships. Vantel Pearls will recognize only one individual's name per Independent Consultant Agreement. A Consultant may utilize a support person in their business. However, the individual who actually conducts the parties and has regular customer contact must be the individual whose name is on the Independent Consultant Agreement. Independent Consultant Agreements are valid only between the Company and an individual.

5. No Exclusive Territories/Solicitation of Overseas Business. No franchise is granted and there are no exclusive territories for sales or sponsoring purposes. You may sell and sponsor within the 50 states of the United States and the District of Columbia. You may not solicit business from other countries and/or U.S. territories (i.e. Puerto Rico, Guam).

6. Sales Receipts. Consultants must provide their retail customers that purchase merchandise directly from the Consultant with one copy of an official Vantel Pearls sales receipt at the time of the sale. Federal and state law requires that Consultants notify their retail customers that they have three business days, five business days for Alaska residents, within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Consultants must maintain all retail sales receipts for a period of two years and furnish them to Vantel Pearls at the Company's request.

7. Submitting Orders. Consultants are expected to follow the process outlined in the back office for accurate submission of orders. This includes accurately entering orders into OllieNet and packaging orders according to the guidelines set by Vantel Pearls.

8. Order Taking and the Collection of Funds Via Credit/Debit Card. When entering Your orders into OllieNet, You must enter the customer name, email address, address, phone number, and payment information for each order. Vantel Pearls provides Consultants with a safe and trackable method to process customer credit/debit cards called OllieNet. The use of any external payment processing method (i.e. Square, PayPal, Stripe, and Authorize.net) is strictly prohibited.

9. Adjustment to Commissions and Bonuses. When a product is returned to Vantel Pearls for a refund or is repurchased by the Company, 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 Consultants who received commissions and bonuses on the sales of the refunded products.

10. Return of Oysters Upon Termination. Upon termination of a Consultant's Vantel Pearls business for any reason, the former Consultant must return all oysters held on consignment to the Company as outlined in the Independent Consultant Agreement.

11. Ethical Conduct and Non-Disparagement. As a Consultant, You agree to conduct Your business with the highest standards of honesty and integrity. You agree to refrain from making negative, disparaging, untrue or misleading comments about the Company, its owners, directors, officers, associates, other

Consultants or any other direct-selling company or such company's products. You also agree not to engage in any activities that may cause harm to the Company or to any other Consultant.

12. Legal Compliance. All Consultants shall comply with all federal, state and local statutes and regulations concerning the operation of their business. You are responsible for Your own managerial decisions and expenditures, including estimating income taxes and self-employment taxes.

13. Licenses. Some local governments might have ordinances that restrict the way You conduct Your Vantel Pearls business. Call Your local Small Business Administration (SBA) office to determine if any business licenses are required. Also, if You live in a subdivision or condominium, check with Your association to determine if there are any limitations on conducting business activities in Your home.

14. Confidentiality Agreement. All information regarding customers, Your downline team, or other Consultants are confidential property of the Company and constitute a business trade secret. Vantel Pearls may make this information available to You for the express purpose of supporting You and Your personal team to further develop Your Vantel Pearls business. You may use this information only in connection with Your Vantel Pearls business and for no other purpose. You must keep the information confidential and must not make the information available to third parties. You agree that any wrongful disclosure of the lists or the information on the lists will cause immediate and irreparable damage to the Company and that the Company may pursue all legal remedies available against You if you violate this provision. This provision will survive the termination of Your Independent Consultant Agreement.

15. Buying and Selling Oysters From Another Source. Consultants may not purchase and/or sell oysters from any source other than Vantel Pearls. Failure to comply will result in immediate termination.

16. Sponsorship Obligations. As a Vantel Pearls Consultant, You may sponsor other Vantel Pearls Consultants at specific times as indicated by communication from the Vantel Pearls Home Office. Should You choose to sponsor Consultants, You must provide adequate training and engage in regular communication with them, just as You would want provided to You. Sponsorship, team mentoring and leadership are critical to the success of every Vantel Pearls Consultant. As such, Consultants are also required to train, support and motivate Consultants in their downline teams, in accordance with the training and tools provided by Vantel Pearls. This training includes, but is not limited to, product knowledge, selling, sponsoring, customer service, ethical behavior, the Compensation Plan and compliance with the Vantel Pearls Independent Consultant Agreement and Policies and Procedures Manual.

17. Responsibilities of a Vantel Pearls Leader. Leaders are expected to:

- a. Lead by example, by following all Vantel Pearls Policies and Procedures.
- b. Communicate regularly with the Company, for example, by participating in Leader Calls and company sponsored training events.
- c. Provide training to new Consultants on Your team.
- d. Be accessible to Your team to provide encouragement, support, and ongoing training.

18. Income Claims. The Federal Trade Commission and the laws of several states regulate claims regarding the amount of income that can or may be earned under programs such as the Vantel Pearls program. These regulations require that appropriate disclosures also be provided. Because You do not have the data necessary to comply with legal requirements for making income claims, You may not

make income projections or disclose Your own compensation when presenting the Vantel Pearls business opportunity.

19. Cross Sponsoring. Cross sponsoring is strictly prohibited. Cross sponsoring is defined as the enrollment of an active Consultant or a terminated Consultant who has been active within the preceding six months within a different line of sponsorship. This includes the use of a spouse or relative's name or assumed names to circumvent or avoid detection under this policy. You may not demean, discredit or defame other Consultants in an attempt to entice a Consultant to become part of Your sponsored group.

20. Sponsor Reassignment. Vantel Pearls will not honor requests from Consultants to have other Consultants' downline transferred to them, nor will we make transfers if there is any concern that proactive solicitation of another Consultants' downline has occurred. The Vantel Pearls Office reserves the right to reject transfers in order to maintain a NO POACHING culture and environment. In order to protect the integrity of all Consultants who work hard to sponsor and mentor others in the business, Vantel Pearls prohibits the transfer of a Consultant from one Sponsor to another except under extreme circumstances at the sole discretion of Vantel Pearls.

21. Events Upon Termination of This Agreement: You will:

- a. Within five days of termination pay all amounts due and owed to Vantel Pearls;
- b. Within five days of termination account for and return all Oysters;
- c. Cease representing Yourself as a Vantel Pearls Consultant immediately; and
- d. Be ineligible to receive any un-accrued compensation or benefits as a Consultant. You will cease all use of Vantel Pearls Intellectual Property and Confidential Information and will cease holding parties, trade shows, presentations or otherwise displaying, offering for sale or selling Vantel Pearls products. You will immediately cease using and return all Confidential Information to Vantel Pearls.

22. Income Tax — U.S. As a self-employed professional, it is up to You to maintain complete records regarding Your income and expenses. This will greatly assist You when calculating Your taxes every year. There are a myriad of tax benefits that can be available to self-employed individuals, and everyone should consult their own tax advisors concerning how the benefits may apply to each individual case. Visit the IRS website (www.irs.gov) for more information. The first month of each calendar year, Vantel Pearls issues Tax Form 1099 for the previous year. A 1099 will be issued for each non-employee who has earned commission checks, incentives, prizes, etc., of \$600 or more, or the threshold as determined yearly by the IRS.

23. Sales Tax — U.S. When You become a Consultant, You authorize the Company to collect and remit to the proper governmental agencies the applicable sales/use tax generated as a result of the sale of Your products. When orders are placed with the Company, sales tax is prepaid based upon the suggested retail price or actual selling price if known. You must agree to be bound by all sales tax collection agreements between the Company and all appropriate taxing jurisdictions, and all related rules and procedures. Sales tax is calculated on the retail price of the items purchased, not on the cost to the Consultant. The tax collected from the Consultant is then remitted to the appropriate state.

24. Communication With Vantel Pearls Consultants and Customers. To maintain the highest level of professionalism, Consultants will abide by the following standards when communicating with customers and other Vantel Pearls Consultants in private or public (i.e. social media posting):

- a. Interaction must be professional and respectful;
- b. Communication with customers must be courteous and timely. The Consultant must ensure and document that the customer has at least one reliable method of contact.

25. Facebook LIVE Parties. Adhere to these guidelines when conducting Facebook LIVE parties:

- a. Only the consultant can conduct the Facebook LIVE party. Parties conducted by a spouse, child, friend, hostess, etc. are not acceptable.
- b. No alcohol or smoking should be visible. No offensive language should be used. Children under the age of 18 years old should not be visible.
- c. ALWAYS open the oyster and show the discovery of the pearl on camera. By showing the entire process, there will not be any question about the pearl that was discovered.
- d. Under no circumstances should a Consultant intentionally solicit customers from another Consultant's LIVE Facebook party. There will be instances where two Consultants have mutual friends. There are instances when the friend suggestions made by Facebook are mutual friends with other Consultants. It is NEVER permissible to intentionally 'friend request' customers from another Consultant's friend list or customer list.
- e. It is NEVER acceptable to make negative remarks about another Consultant to customers. This includes public posts, comments made on a LIVE party or in a private message.
- f. It is NEVER acceptable to involve customers in a dispute with another Consultant privately or publicly.
- g. When You receive parties, ship them immediately to Your customers.

26. Negative Comments. Complaints and concerns about Vantel Pearls and/or its products must be directed to the Vantel Pearls Customer Service Department. Consultants must not disparage, demean, or make negative remarks to third parties or other Consultants about Vantel Pearls, its owners, officers, directors, management, other Vantel Pearls Consultants, Vantel Pearls products, the Marketing and Compensation Plan, or Vantel Pearls employees. Disputes or disagreements between any Consultant and Vantel Pearls shall be resolved through the dispute resolution process and the Company and Consultants agree specifically not to demean, discredit, or criticize one another on the internet or any other public forum.

27. Adherence to the Vantel Pearls Marketing Plan. As a Vantel Pearls Consultant, You are obligated to market and promote Your Vantel Pearls business only as set forth by official Vantel Pearls literature and in a manner consistent with Vantel Pearls policies. You may not offer the Vantel Pearls Opportunity through, or in conjunction with, any other sales, marketing, or promotional system, program or offering. In addition, You are not permitted to sell products or services to Vantel Pearls Consultants without written permission from Vantel Pearls.

28. Independent Vantel Pearls Consultant Logo/Identity. You must use the Independent Vantel Pearls Consultant logo in all communication. The Independent Consultant logo is available for download in Your Consultant back office at www.vantelpearls.com in Consultant Tools. Using any other Vantel Pearls logo requires prior written approval from the Company.

29. Trademarks and Copyrights. The names Vantel Pearls™ and Vantel Pearls in the Oyster™ are trademarks of Vantel Pearls, are of great value to the Company, and are supplied to You for Your use only in an authorized manner. Use of the Vantel Pearls name on any item not produced or authorized by the Company is prohibited. You may not use Vantel Pearls trade names, trademarks, designs, images or symbols without prior written permission, except as outlined in this section. Video or audio recordings of company events, training and/or speeches are also copyrighted and may not be distributed without written permission. As a Consultant, You may use the Vantel Pearls name in the following manner:

Consultant's Name, Independent Vantel Pearls™ Consultant/Leader/Director.

For example:

Ann Smith, Independent Vantel Pearls™ Consultant

You are not allowed to use the name Vantel Pearls in any form in Your team name, tagline, an external website name, Your personal website address or extension, in an email address, as a personal name, as a nickname or as a social networking profile, page or group name (except as defined in section 39 – **Social Networking Sites**). Additionally, only use the phrase Independent Vantel Pearls Consultant/Leader/Director in Your phone greeting or on Your answering machine to clearly separate Your Vantel Pearls business from Vantel Pearls. For example, You may not secure the domain name www.buyvantelpearls.com; nor may You create an email address such as vantelsales@hotmail.com.

There are numerous words, images, phrases, taglines and/or ideas developed or coined within the Vantel Pearls community, and used by Consultants to promote Vantel Pearls, their Vantel Pearls business, or their Vantel Pearls team. No Consultant may claim the exclusive right to use such words, images, phrases, taglines or ideas that are in the Vantel Pearls community domain for use by all Vantel Pearls Consultants. Therefore, You are not allowed to claim ownership of any such words, images, phrases, taglines, names or phrases, and agree that You will not seek to register any such words, images, phrases, taglines, names or phrases as a trademark, copyright, or domain name. If You do, You agree to assign any such trademark application or registration, or copyright or domain registration to Vantel Pearls upon demand. By entering into the Consultant Agreement and/or renewing your Consultant Agreement, You hereby assign any rights that You may have to or in any such intellectual property to Vantel Pearls and You further agree that Vantel Pearls may, at its discretion, seek to register any such words, images, phrases, taglines, names or phrases as trademarks, copyrights, or domain names, as the case may be.

30. Advertising Templates and Approval. You may only advertise or promote Your Vantel Pearls business using approved marketing systems, sales tools, templates or images acquired through Vantel Pearls. No approval is necessary to use these approved tools.

31. International Sales. You are only allowed to sell Vantel Pearls jewelry products or offer the Vantel Pearls business opportunity within the 50 United States and the District of Columbia. You may sell Vantel Pearls products to US citizens stationed on military bases with APO/FPO shipping addresses.

32. Media and Media Inquiries. If a member of the press or media, including bloggers with 1,000 or more unique visitors per month, contacts You about Vantel Pearls or Your Vantel Pearls business, You must contact Vantel Pearls (sales@vantelpearls.com) before You respond or disclose any information. If

Vantel Pearls requests that You not respond to such press or media inquiry, or requests that You refer the press or media contact to the Company to respond, You agree that You will comply with such requests. Additionally, You are not allowed to proactively contact the media or distribute any form of press release that includes information about Vantel Pearls, its products or the business opportunity without prior written approval from Vantel Pearls.

33. Online Sponsoring. When sponsoring a new Consultant through the online enrollment process, the Sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and Independent Consultant Agreement, Vantel Pearls Policies and Procedures Manual, and the Vantel Pearls Compensation Plan. The Sponsor may not fill out the online application and agreement on behalf of the applicant or agree to these materials on behalf of the applicant. In addition, the Sponsor may not pay for the new Consultant's starter kit.

34. Stacking Sales/Sponsoring. The act of placing sales under a certain Consultant and/or recruiting existing/non-existing Consultants for the sole purpose of achieving a promotion, pay rank or incentive is strictly prohibited. Leaders are prohibited from artificially creating teams in their downline by placing personally sponsored Consultants with another Leader.

35. Online Advertising, Marketing and Promotion. It is Your obligation to ensure Your online marketing activities are truthful, are not deceptive and do not mislead customers or potential Consultants in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e. having the display URL of a Pay-Per-Click campaign appear to resolve to an official Vantel Pearls Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. Vantel Pearls will determine in its sole discretion whether specific activities are misleading or deceptive.

36. Domain Names, Email Addresses and Online Aliases. You are not allowed to use or register Vantel Pearls or any of Vantel Pearls' trademarks, product names, or any derivatives, for any internet domain name, email address, or online aliases. Additionally, You cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Vantel Pearls. Examples of the improper use of Vantel Pearls are: vantelgal@msn.com; www.vantelshuckers.com; www.myspace.com/vanteloffice; www.vantelpearls.com/official, or Vantel Pearls showing up as the sender of an email. When an external website is used, it must clearly state the name of the creator of the page and that the creator is a Vantel Pearls Independent Consultant.

37. Websites Must Exclusively Promote Vantel Pearls. Your Vantel Pearls Replicated website and/or domain must contain content and information that is exclusive to Vantel Pearls. You may not advertise products or services other than the Vantel Pearls product line and the Vantel Pearls business opportunity. For example, You cannot create an internet jewelry store where brands other than Vantel Pearls are offered. Because Your Replicated Website resides on the www.vantelpearls.com domain, Vantel Pearls reserves the right to receive analytics and information regarding the usage of Your website. Although Vantel Pearls brand themes and images are desirable for consistency, anyone landing on Your page needs to clearly understand that they are at an Independent Consultant site, and not a Vantel Pearls corporate page.

38. Vantel Pearls Hotlinks. When directing readers to Your Vantel Pearls Replicated site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader that the link will be resolving to the site of an Independent Vantel Pearls Consultant. Attempts to mislead web traffic into believing they are going to a Vantel Pearls corporate site, when in fact they land at a Consultant site will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at Vantel Pearls' sole discretion. Blogs, created by You or others, that are developed primarily for other purposes that mention Vantel Pearls and direct traffic to Your web site need to be registered.

39. Social Networking Sites (Facebook, Twitter, LinkedIn, etc.). You may use social networking sites (Facebook, Twitter, LinkedIn, blogs, forums and other social shared interest sites) to share information about the Vantel Pearls business opportunity, for prospecting and sponsoring, and to sell products through LIVE Facebook parties. **Profiles you generate in any social community where You mention or discuss Vantel Pearls must clearly identify You as an Independent Vantel Pearls Consultant, and display Your photograph.** Further, any social media site that You use for any purpose related to Your Vantel Pearls business must exclusively promote Vantel Pearls; You may not advertise products or services other than the Vantel Pearls product line and the Vantel Pearls business opportunity on such social media sites. When You participate in those communities You must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, or discriminatory activities. The determination of what is inappropriate is at Vantel Pearls' sole discretion, and offending Consultants will be subject to termination. Banner ads and images used on these sites must be current and must come from the Vantel Pearls approved library. If a link is provided, it must link to Your Replicated Website or domain.

40. Naming Your Business Page. When conducting Facebook LIVE parties, we recommend using a Facebook Business Page rather than a personal page. To protect the integrity of Vantel Pearls, You **MUST** clearly identify Yourself as an Independent Consultant. The words "Vantel Pearls Independent Consultant" must appear in some way in the title of your page.

Here are a few examples:

Sally Smith – Vantel Pearls Independent Consultant

OR

Vantel Pearls by Sally Smith, Independent Consultant

OR

Massachusetts Pearl Girl, Vantel Pearls Independent Consultant

50. Online Consultant Communication Groups. Team groups are allowed and must have a member of the Vantel Pearls corporate staff as a member of the group. All other online Consultant groups are strictly prohibited. Examples of prohibited groups include:

- a. Groups by geographical location
- b. Groups for the purpose of "swapping" product
- c. Groups for the purpose of classifying customers

51. Digital Media Submissions (YouTube, iTunes, Photo Bucket, Flickr, etc.). You may upload, submit or publish any Vantel Pearls-related video, audio or photo content that You develop and create as long as it aligns with Vantel Pearls values, contributes to the greater good of the Vantel Pearls community, and is

in compliance with the Vantel Pearls Policies and Procedures Manual. These submissions must clearly identify You as an Independent Vantel Pearls Consultant (either in the content itself and/or in the content description tag), must comply with all copyright/legal requirements, and must state that You are solely responsible for this content and not Vantel Pearls. You may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Vantel Pearls or captured at official Vantel Pearls events or in buildings owned or operated by Vantel Pearls without prior written permission.

52. Online Classifieds. You may not use online classifieds (including Craigslist) to list, sell or retail specific Vantel Pearls products or product bundles.

53. EBay/Online Auctions. You may not list or sell Vantel Pearls products on EBay or other online auctions, nor may You enlist or knowingly allow a third party (customer) to sell Vantel Pearls products on EBay.

54. Online Retailing. You may not list or sell Vantel Pearls products on any online retail store or e-commerce site other than Your Vantel Pearls Replicated Website, nor may You enlist or knowingly allow a third party (customer) to sell Vantel Pearls products on any online retail store or e-commerce site.

55. Banner Advertising. You may place banner advertisements on a website provided You use Vantel Pearls-approved templates and images. All banner advertisements must link only to your Replicated Website. You may not use blind ads or web pages that make product or income claims that are ultimately associated with Vantel Pearls products or the Vantel Pearls opportunity in any way.

56. Unsolicited Email Spamming/Mass Emailing. You are not allowed to transmit mass, unsolicited emails to promote Vantel Pearls, its products or the Vantel Pearls opportunity to people who You do not know, or who have not given You permission to contact them. People who are “opt in” subscribers, who have initiated a request to be included in bulk emailing, newsletter or other standardized communications from You are allowed.

57. 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.

58. Commerce Outlets and Trade Shows. You are not allowed to offer Vantel Pearls for sale in any permanent retail business establishment. A promotional display may be exhibited for the generation of leads or the collection of orders in conjunction with a Vantel Pearls event.

59. Retail Outlets and Service Establishments. Vantel Pearls strongly encourages the retailing and selling of its products through person-to-person contact. In an effort to reinforce this method of selling and to help provide a standard of fairness for all Consultants, Consultants must obtain prior written approval from Vantel Pearls prior to promoting Vantel Pearls products in service-related establishments. A service-related establishment is one whose primary revenue is earned by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists and other health professionals; health clubs or fitness centers; beauty salons; and any other business where customer use of the establishment is controlled by membership or appointment. Vantel Pearls reserves the right to

make the final determination as to whether an establishment is service-related or is a proper place for the sale of its products.

60. Trade Shows/Expos/Booth Events, Etc. Public events are great opportunities to receive exposure for Your Vantel Pearls business. You can find people interested in hosting an in-home party, purchasing the product or becoming a Consultant. The registration for the event must be as an Independent Vantel Pearls Consultant. The first Consultant to register for the space with the event sponsor has the right to conduct that event. Only one Consultant may represent Vantel Pearls at each event.

61. Site Downtime. Each party acknowledges that the Vantel Pearls website may be subject to temporary shutdowns from time to time for maintenance and/or due to causes beyond the operating party's reasonable control, and that neither party shall have any liability to the other by reason of any such shutdowns.

62. Termination or Suspension; Procedure. Any violation of Vantel Pearls Policies and Procedures Manual or the Independent Consultant Agreement, or any illegal, fraudulent, deceptive or unethical business conduct on Your part may result, at our sole discretion, in suspension or termination of Your Independent Consultant Agreement. At its discretion, if the Company believes that You have engaged in conduct warranting such action, the Company will provide You with written notice of the alleged conduct and an opportunity to respond to the allegations before the Company makes a decision. However, the Company reserves the right to take action without notice or an opportunity to respond in its discretion, and may, for example, proceed without notice or an opportunity to respond in instances where doing so would be unnecessary or harmful, such as when the evidence of the conduct is clear and irrefutable, or where providing notice and an opportunity to respond could cause harm to the Company or other Consultants.

PLEASE PRINT AND SAVE A COPY OF THIS AGREEMENT FOR YOUR RECORDS.