

# **Kiwi Lane<sup>®</sup> Designs, LLC**

## **Policies & Procedures**

*Updated amendment: May 6th, 2020*

### **Kiwi Lane<sup>®</sup> Designs Mission Statement:**

Our Mission: To inspire others to live a more playful, creative and connected life.

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## **SECTION 1 - INTRODUCTION**

### **1.1 - Policies and Compensation Plan Incorporated into Creative Partner Agreement**

These Policies and Procedures, in their present form and as amended at the sole discretion of Kiwi Lane® Designs, LLC (hereafter “Kiwi Lane” or the “Company”), are incorporated into, and form an integral part of, the Creative Partner Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Kiwi Lane Independent Creative Partner Agreement Terms & Conditions, these Policies and Procedures, the Kiwi Lane Compensation Plan, and the Kiwi Lane Partnerships Entity Addendum (applicable only to business entities that apply to become Creative Partner). These documents are incorporated by reference into the Kiwi Lane Creative Partner Agreement (all in their current form and as amended by Kiwi Lane).

### **1.2 - Changes to the Agreement**

Kiwi Lane reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Creative Partner Agreement, an Creative Partner agrees to abide by all amendments or modifications that Kiwi Lane makes. Amendments shall be effective 30 days after publication of notice and posting the amended provision(s). Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by email or posting in Creative Partner’ Back-Offices. The continuation of an Creative Partner’s Kiwi Lane Partnership, the acceptance of any benefits under the Agreement, or an Creative Partner’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 a party to exercise any right or power under the Agreement or to insist upon strict compliance by an Creative

Partner 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 the party's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of one party against the other party shall not constitute a defense to a party's right to enforce any term or provision of the Agreement.

## **SECTION 2 - BECOMING AN CREATIVE PARTNER**

### **2.1 - Requirements to Become an Creative Partner**

To become a Kiwi Lane Creative Partner, each applicant must:

- Be at least 18 years of age;
- Reside in the United States, a U.S. Territory, or a country that Kiwi Lane has officially announced is open for direct sales sign-ups;
- Provide Kiwi Lane with his or her valid Social Security or Federal Tax ID number;
- Agree to the Monthly Creative Partner Membership fee. and
- Submit a properly completed online Creative Partner Application

Kiwi Lane reserves the right to accept or reject any Creative Partner Application and Agreement for any reason or for no reason.

### **2.2 - Monthly Membership and Product Purchases**

Except for the monthly membership fee, no person is required to purchase Kiwi Lane products or sales aids, or to pay for a starter kit to become a Creative Partner. In order to familiarize new Creative Partners with Kiwi Lane products, website maintenance, sales techniques, sales aids, training and other matters, the Company requires a monthly membership to provide all these resources.

### **2.3 - Creative Partner Benefits**

Once a Creative Partner Agreement has been accepted by Kiwi Lane, the benefits of the Compensation Plan and the Creative Partner Agreement are available to the new Creative Partner. These benefits include the right to:

- Sell or solicit orders for Kiwi Lane products;
- Participate in the Kiwi Lane Compensation Plan (receive bonuses and commissions, if eligible);
- Refer other individuals as Creative Partner into the Kiwi Lane One Team Partnership.
- Receive periodic Kiwi Lane literature and other Kiwi Lane communications;



- Participate in Kiwi Lane - support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Kiwi Lane for its Creative Partner.

#### **2.4 - Term and Renewal of Your Independent Kiwi lane Partnership**

The term of the Creative Partner Agreement is one year from the date of its acceptance by Kiwi Lane (subject to prior termination pursuant to Section 11). The Agreement shall automatically renew for subsequent one year terms unless either party notifies the other that it does not wish to renew the Agreement. If the Company elects not to renew the Agreement, it must provide the Creative Partner with at least 30 days' prior written notice. No such notice is required if a Creative Partner elects not to renew the Agreement.

### **SECTION 3 - OPERATING AN INDEPENDENT KIWI LANE PARTNERSHIP**

#### **3.1 - Creative Partner Created Marketing Methods and Tools**

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

#### **3.2 - Advertising**

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

To promote both the products and the tremendous opportunity Kiwi Lane offers, Creative Partners – must use official Kiwi Lane Sales Tools. The Company has carefully designed its products, product labels, Compensation Plan, and Sales Tools to ensure that they are promoted in a fair and truthful manner, that they are substantiated, and that the materials comply with the legal requirements of federal and state laws.

Accordingly, Creative Partners may only advertise or promote their Kiwi Lane partnership using approved Sales Tools acquired through Kiwi Lane. No approval is necessary to use these approved Sales Tools. If a Creative Partner wishes to design his or her own online or offline Sales Tools of any kind, the proposed designs must be submitted to the Kiwi Lane advertising department (support@kiwilane.com) for consideration and inclusion in the Document Library. Unless the Creative Partner receives specific written approval from Kiwi Lane to use such Sales Tools, the request shall be deemed denied. Kiwi Lane further reserves the right to rescind approval for any Sales Tools, and Creative Partners waive all claims for damages or remuneration arising from or relating to such rescission.

If approved, Creative Partners may not sell, lease, or charge a fee of any nature for such Sales Tools to any other Kiwi Lane Creative Partner. Creative Partners may make approved Sales Tools available to other Creative Partners free of charge if they wish, but may not charge other Kiwi Lane Creative Partners for the Sales Tools.

Approved Sales Tools will be posted in the Document Library section of Creative Partners' Back-Offices and will be made available to all Creative Partners free of charge. The Creative Partner who submitted the Sales Tool to the Company waives all claims to remuneration for such use and grants Kiwi Lane an irrevocable license to use the Sales Tools as the Company deems appropriate.

### ***3.2.1 - Trademarks and Copyrights***

The names "Kiwi Lane®", "Kiwi Lane® Designs", and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of Kiwi Lane. The Company grants Creative Partners a limited license to use its trademarks and trade names in promotional media for so long as the Creative Partner's Agreement is in effect. Upon termination of an Creative Partner's Agreement, his or her license shall immediately expire and the Creative Partner shall immediately discontinue all use of the Company's trademarks and trade names. Under no circumstances may an Creative Partner use any of Kiwi Lane's trademarks or trade names in any email address, website domain name, social media handle, social media name or address, or in any unapproved Sales Tools.

Kiwi Lane commonly puts on live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Creative Partners, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Creative Partners may not record any Company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium. In addition, official Company Sales Tools, videos, audios, podcasts, and printed material is also

copyrighted. Creative Partners shall not copy any such materials for their personal or business use without the Company's prior written approval.

As an Independent Creative Partner, you may use the Kiwi Lane name in the following manner:

Creative Partner's Name  
Kiwi Lane® Creative Partner

*Example:*

Alice Smith  
Kiwi Lane® Creative Partner

Creative Partners may not use the name "Kiwi Lane®", or "Kiwi Lane® Designs" in any form in a name, a tagline, an external website name, a personal website address or extension, in an email address, as a personal name, or as a nickname. Additionally, an Creative Partner may only use the phrase Kiwi Lane Creative Partner in telephone greetings or on an answering machine to clearly separate the independent Creative Partner's from Kiwi Lane corporate.

### ***3.2.2 - Independent Creative Partner Logo***

If a Creative Partner uses a Kiwi Lane logo in any communication, the Creative Partner must use only the Creative Partner version of the Kiwi Lane logo available in the Creative Partner Back-Office downloads.

### ***3.2.3 - Media and Media Inquiries***

Creative Partners must not attempt to respond to media inquiries regarding Kiwi Lane, its products, or their independent Kiwi Lane Partners. All inquiries by any type of media must be immediately referred to support@kiwilane.com. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

### ***3.2.4 - Unsolicited Email***

Kiwi Lane does not permit Creative Partners to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by an Creative Partner that promotes Kiwi Lane, the Kiwi Lane opportunity, or Kiwi Lane'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 Creative Partner’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 Creative Partner receives an opt-out request from a recipient of an email, the Creative Partner must forward the opt-out request to the Company.

Kiwi Lane may send commercial emails on behalf of Creative Partners. By entering into the Creative Partner Agreement, Creative Partner agrees that the Company may send such emails and that the Creative Partner’s physical and email addresses can be included in such emails as outlined above. Creative Partners 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, Creative Partners may not use or transmit unsolicited faxes in connection with their Kiwi Lane partnership. The term “unsolicited faxes” means the transmission via telephone facsimile or computer of any material or information advertising or promoting Kiwi Lane, 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 Creative Partner 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 Creative Partner and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Creative Partner; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

### ***3.2.6 - Telephone Directory Listings***

Creative Partners may list themselves as a “Kiwi Lane Independent Creative Partner” in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Creative Partner may place telephone or online directory display ads using Kiwi Lane’s name or logo. Creative Partners may not answer the telephone by saying “Kiwi Lane Designs”, “Kiwi Lane”, “Kiwi Lane LLC”, or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Kiwi Lane.

If an Creative Partner wishes to post his or her name in a telephone or online directory, it must be listed in the following format:

Creative Partner's Name  
Kiwi Lane Creative Partner

### ***3.2.7 - Kiwi Lane Angel Policy***

Kiwi Lane welcomes designers who would like to incorporate our Copyrighted Material in their own handmade craftwork and other projects that they produce to sell. Kiwi Lane hereby grants limited permission to private individuals to incorporate Copyright Material into Finished Products that may be offered and sold to others.

Any person who uses Kiwi Lane Copyrighted Material agrees to comply with and be bound by the terms and conditions below.

#### **Terms and Conditions**

1. You may not copy, reproduce or in any other manner duplicate the Copyright Material or Content, except as authorized in this Angel Policy.
2. No traced or Individually Cut Items may be sold to others. Traced or Individually Cut Items are items made directly by or with the use of Copyrighted Material or Kiwi Lane products, and sold individually, or in a kit, rather than being used as an element of a finished handmade project. Kiwi Lane reserves the right to decide whether an item for sale will be considered a “Traced, or Individually Cut Item”, and as such be subject to this clause of the Angel Policy. If you have questions about whether an item falls within the scope of this clause, please contact us for clarification.
3. Copyrighted Material may not be altered in any manner, including any copyright notices, or the like, attached or connected to the Copyrighted Material by Kiwi Lane. Any such alteration will be considered an infringement of copyright. Kiwi Lane expressly reserves all moral rights in its Copyrighted Material.
4. Handmade craftwork created for sale must be personally and individually created by the selling designer and may not be reproduced or copied in any form by any means, graphic, electronic, or mechanical, including photocopying. Mass production, assembly line construction, production by workers for hire, or

syndication of craftwork for sale is strictly prohibited. Digitally created projects intended for sale must be personally created by the selling designer.

5. Each Finished Product that incorporates any Kiwi Lane Copyrighted Material must be conspicuously marked with the notice “Includes Copyrighted Material of Kiwi Lane.” In a reasonable size and location on such items, or on tags or labels for such items.
6. The seller may indicate that the supplies used are from Kiwi Lane, but the Kiwi Lane name, logo, or trademarks may not be used in any location where personal craftwork items are sold, nor may they be used in any manner that states, suggests or implies an endorsement or sponsorship by Kiwi Lane for the sole purpose of promoting the sale of handmade or digitally created projects.
7. Completed, handmade projects may be sold at competitive and noncompetitive permanent retail locations, as well as temporary craft events, community fundraisers, and over the Internet. In selling handmade projects, the seller must make it clear that the items are handmade or personally created by the seller, and not a product of the company.
8. Use of Kiwi Lane Copyrighted Material for the purpose of creating logos or company trademarks, trade names, trade dress, labels, tags or packaging is strictly prohibited.
9. Digital files of any type containing Kiwi Lane Copyrighted material may not be sold under any condition.
10. Persons creating finished products or digitally created items for sale are responsible for complying with any and all applicable federal, state and local business and tax Regulations.
11. Persons participating in this angel policy assume all liability for suitability of their work and agree to indemnify and hold harmless Kiwi Lane from disputes arising as a result of the sale, offer for sale and/or distribution of their items.
12. Kiwi Lane is an Idaho corporation. The laws of the State of Idaho govern this Angel Policy. The state and federal courts of Idaho will have exclusive jurisdiction over any proceeding arising from this policy. Any person who makes and sells Finished Products under this Angel Policy expressly agrees to be subject

to the exclusive personal jurisdiction of the courts of the State of Idaho. Any failure by Kiwi Lane to enforce any of its rights will not constitute a waiver of such rights.

Kiwi Lane shall have the right to modify and/or terminate the limited permission granted in this Angel Policy for any reason and at any time, in its sole discretion. Kiwi Lane may post such modifications or terminations on this website, notify affected persons in writing, or both. Any modification or termination posted on this website shall be deemed effective and binding upon all parties five (5) business days after posting. Any modification or termination that is separately given in writing (including by email) to any person, shall be deemed effective and binding upon that person immediately upon receipt. Upon termination, all copying, sales, distribution, advertising and marketing of any of craft items incorporating Copyrighted Material shall immediately cease.

### **3.3 - Online Conduct**

Creative Partners are provided with a Kiwi Lane Unique Share Link. Through these sites, Creative Partners can take orders, and manage their Kiwi Lane partnership business. Creative Partners may use only websites provided by Kiwi Lane to promote their Kiwi Lane partnership, and may not create their own websites to directly or indirectly promote Kiwi Lane's products or the Kiwi Lane opportunity.

#### ***3.3.1 - Kiwi Lane Unique Share Link Websites***

Creative Partners are provided a Kiwi Lane Unique Share Link to a Website to facilitate the online buying experience for their customers and the enrollment of new Creative Partners. There is a monthly fee, plus tax for your online marketing and website links, which will automatically be charged to the payment method you inputted when you signed up. If you wish to change your payment method or cancel your subscription, please contact the home office at [support@kiwilane.com](mailto:support@kiwilane.com).

Creative Partners may not alter the branding, artwork, and look. Specifically, an Creative Partner may not alter the look (placement, sizing etc.) or functionality of the following:

- The Kiwi Lane Independent Creative Partner Logo
- The Creative Partner's Name
- Kiwi Lane Corporate Website Redirect Button
- Artwork, logos, or graphics
- Original text

Kiwi Lane reserves the right to receive analytics and information regarding the usage of your website.

A Creative Partner may not change the default ID for his or her unique share link.

### ***3.3.2 - No eCommerce or Stock-and-Sell Retailing***

An Creative Partner's External Website must only facilitate the entry into his or her Kiwi Lane unique share web link. Creative Partners may not stock and sell Kiwi Lane products, and may not facilitate an eCommerce environment that would facilitate this model. All orders must be placed through the Creative Partner's official share link website.

### ***3.3.3 - One Team Websites/Groups***

One Team Websites are not a violation of Kiwi Lane's policy prohibiting Creative Partners from developing independent websites. Team Websites must serve only as a forum for communication, training, recognition, connecting and motivating for all Creative Partners. One Team Websites may not be used for recruiting or sales purposes, and may not be shared with prospective Creative Partners. Team Websites must comply with all of Kiwi Lane's Policies and Procedures.

### ***3.3.4 - Domain Names, email Addresses, and Online Aliases***

Creative Partners are not allowed to use or register "Kiwi Lane", "Kiwi Lane Designs", "Kiwi Lane Creative Partner" or any of Kiwi Lane's trademarks, including Play to Create and Playing for a Living, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, an Creative Partner 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 Kiwi Lane.

If an Creative Partner violates this policy, the Creative Partner shall assign and transfer the domain name, email address, social media handle or name, or online alias to the Company immediately upon the Company's demand, and the Creative Partner shall be responsible for paying all fees and costs, including but not limited to attorney's fees and costs and transfer costs, associated with the assignment and transfer. This remedy is in addition to, and not in place of, other remedies and/or disciplinary measures that the Company may take pursuant to these Policies.

### ***3.3.5 - Monetizing Replicated or External Websites***

Creative Partners are not allowed to use or register "Kiwi Lane", "Kiwi Lane Designs", "Kiwi Lane Creative Partner" or any of Kiwi Lane's trademarks, including Play to Create and



Playing for a Living, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, an Creative Partner 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 Kiwi Lane.

If an Creative Partner violates this policy, the Creative Partner shall assign and transfer the domain name, email address, social media handle or name, or online alias to the Company immediately upon the Company's demand, and the Creative Partner shall be responsible for paying all fees and costs, including but not limited to attorney's fees and costs and transfer costs, associated with the assignment and transfer. This remedy is in addition to, and not in place of, other remedies and/or disciplinary measures that the Company may take pursuant to these Policies.

### ***3.3.6 - Online Classifieds***

Creative Partners may not use online classifieds (including Craigslist) to list, sell or retail specific Kiwi Lane products or product bundles. Creative Partners may use online classifieds (including Craigslist) for informing the public about the Kiwi Lane partnership opportunity, provided Kiwi Lane-approved templates/images are used. These templates will identify the Creative Partner as a Kiwi Lane Independent Creative Partner. If a link or URL is provided, it must link to the Creative Partner's unique share web link.

### ***3.3.7 - eBay / Online Auctions***

Kiwi Lane's products may not be listed on eBay or other online auctions, nor may Creative Partners enlist or knowingly allow a third party to sell Kiwi Lane products on eBay or other online auction.

### ***3.3.8 - Online Retailing***

Creative Partners may not list or sell Kiwi Lane products on any online retail store or ecommerce site. Nor may an Creative Partner enlist or knowingly allow a third party to sell Kiwi Lane products on any online retail store or ecommerce site.

### ***3.3.9 - Banner Advertising and Links***

Creative Partners may place banner advertisements on a third-party website provided the Creative Partner uses Kiwi Lane-approved templates and images and the third-party website is not offensive to or disrespectful of any person or group of people. Whether or not the content of a third-party website is offensive to or disrespectful of any person or group of people shall be determined by the Company at its sole and absolute discretion. In general, a website will be deemed to be offensive or disrespectful if it contains any images, text or other content 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.

All banner advertisements or links must link only to an Creative Partner's unique share link on the website. Creative Partners may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with Kiwi Lane products or the Kiwi Lane opportunity.

When using banner advertisements or links to direct readers to your unique share link web address it must be evident (from a combination of the banner ad or link and the surrounding context, to a reasonable reader) that the link will be resolving to the site of an independent Kiwi Lane Creative Partner. Attempts to mislead web traffic into believing they are going to a Kiwi Lane corporate site, when in fact they *land* at an Creative Partner's unique share link Website will not be allowed. The determination as to what is *misleading* or what constitutes a *reasonable reader* will be at Kiwi Lane's sole discretion.

### ***3.3.10 - 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 that an Creative Partner makes on blogs, forums, guest books etc. must be unique, informative and relevant.

### ***3.3.11 - Digital Media Submission***

#### ***(YouTube, Facebook, Twitter, Pinterest, Instagram, etc.)***

Creative Partners may upload, submit or publish Kiwi Lane-related video, audio or photo content that they develop and create so long as it aligns with Kiwi Lane values, contributes to the Kiwi Lane community greater good and is in compliance with Kiwi Lane's Policies and Procedures. All submissions must clearly identify the submitter as an Kiwi Lane Creative Partner in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that the submitter is solely responsible for this content. Creative

Partners may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Kiwi Lane or captured at official Kiwi Lane events or in buildings owned or operated by Kiwi Lane without prior written permission.

### ***3.3.12 - Sponsored Links / Pay-Per Click (PPC) Ads***

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Creative Partner's unique share link Website. The display URL must also be to the sponsoring Creative Partner's unique share link Website and must not portray any URL that could lead the user to believe they are only being directed to a Kiwi Lane Corporate site, or be inappropriate or misleading in any way.

## **3.4 - Social Media**

Social Media may be used by Creative Partners to share information about Kiwi Lane. However, Creative Partners who elect to use Social Media must adhere to the Policies and Procedures in all respects.

Social Media sites may not be used to sell or offer to sell specific Kiwi Lane products. Profiles an Creative Partner generates in any social community where Kiwi Lane is discussed or mentioned must clearly identify the Creative Partner as a Kiwi Lane Creative Partner, and when an Creative Partner participates in those communities, Creative Partners must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Kiwi Lane's sole discretion, and offending Creative Partners will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Kiwi Lane Document Library. If a link is provided, it must link to the posting Creative Partner's unique share link Website.

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

*Creative Partners may not create Social Media groups (includes all social media) offering to all Kiwi Lane Creative Partners without prior approval by Kiwi Lane. If a Creative Partner is interested in trying to get a group approved, email support@kiwilane.com with a description of the group and its purpose, including the chosen name. Kiwi Lane reserves the right to approve or disapprove groups at its sole discretion.*

### ***3.4.1 - Creative Partners are Responsible for Postings***

Creative Partners are personally responsible for their postings and all other online activity that relates to Kiwi Lane. Therefore, even if an Creative Partner does not own or operate a blog or Social Media site, if an Creative Partner posts to any such site that relates to Kiwi Lane or which can be traced to Kiwi Lane, the Creative Partner is responsible for the posting. Creative Partners are also responsible for postings that appear on any blog or Social Media site that the Creative Partner owns, operates, or controls.

### ***3.4.2 - Promoting on Corporate Social Pages***

Please do not comment or post on any Kiwi Lane Corporate main groups or pages with links to your personal Kiwi Lane partnership links. You can answer questions and engage but you are not allowed to personally message or post your links in response to someone's comment. It is important that you personally reach out to your own connections through your own marketing and not the Kiwi Lane community to grow your customer base. You should use your own personal social media platforms, groups, and pages to invite them to Kiwi Lane, create an account with you, or attend your events in order to get your sales.

### ***3.4.3 - Identification as a Kiwi Lane Independent Creative Partner***

When posting to social media, an Creative Partner must disclose his or her full name and conspicuously identify himself or herself as an Creative Partner for Kiwi Lane. Anonymous postings or use of an alias is prohibited.

***Creative Partners can create social media groups for their customers. However, an Creative Partner's social media group name must be conspicuously identified as an Independent Creative Partners group and not be confused as a Kiwi Lane group. Example: Mindy's Kiwi Lane VIP Customers, not Kiwi Lane VIP Customers.***

### ***3.4.4 - Social Media as a Sales and Promotion Forum***

Some social media sites promote commercial use while others prohibit it. It is each Creative Partner's responsibility to learn and abide by the social media site's terms of use and policies. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use. Social Media sites are relationship-building sites.

### ***3.4.5 - Sales and Enrollments from Social Media Sites are Prohibited***

Online sales and/or enrollments may only be generated from an Creative Partner's Kiwi Lane unique share link.. Likewise, Creative Partners shall not use any Social Media site to explain the Kiwi Lane Compensation Plan or any component of the Compensation Plan.

### ***3.4.6 - Deceptive Postings***

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not

limited to, false or deceptive postings relating to the Kiwi Lane income opportunity, Kiwi Lane's products, and/or your biographical information and credentials.

#### ***3.4.7 - Use of Third Party Intellectual Property***

If a Creative Partner uses the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is the Creative Partner's responsibility to ensure that he or she has 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.

#### ***3.4.8 - Respecting Privacy***

Creative Partners must always respect the privacy of others in their postings. Creative Partners must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Creative Partners 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.

#### ***3.4.9 - Professionalism***

Creative Partners must ensure that their postings are truthful and accurate. This requires that an Creative Partner fact-check all materials that he or she posts online. Creative Partners should also carefully check their postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

#### ***3.4.10 - Prohibited Postings***

Creative Partners 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;
- Is in violation of any intellectual property rights of the Company or any third party.

#### ***3.4.11 - Responding to Negative Posts***

Creative Partners should not converse with anyone who places a negative post against the Creative Partner, other Independent Creative Partners, or Kiwi Lane. Report negative posts to the Company at [support@kiwilane.com](mailto:support@kiwilane.com). Responding to such negative posts often simply fuels a

discussion with someone carrying a grudge that does not hold themselves to the same high standards as Kiwi Lane, and therefore damages the reputation and goodwill of Kiwi Lane.

#### ***3.4.12 - Social Media Sites with Website-like Features***

Because some social media sites (including blogs) are particularly robust, the distinction between a social media site and a website may not be clear-cut. In the event Kiwi Lane determines that such a site is actually an independent website, such site may not promote the sale of Kiwi Lane products or the Kiwi Lane opportunity.

#### ***3.4.13 - Promotion of Other Direct Selling Businesses Through Social Media***

In addition to meeting all other requirements specified in these Policies, should an Creative Partner utilize any form of social media, including but not limited to Facebook, Instagram, Twitter, LinkedIn, YouTube, or Pinterest, Kiwi Lane Community the Creative Partner agrees to each of the following:

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Creative Partner's Kiwi Lane unique share link Website.
- Other than Pinterest and similar social media sites, any social media site that is directly or indirectly operated or controlled by an Creative Partner that is used to discuss or promote Kiwi Lane's products or the Kiwi Lane opportunity may not link to any website, social media sites, or sites of any other nature, other than the Creative Partner's Kiwi Lane unique share link website.
- During the term of this Agreement and for a period of 12 calendar months thereafter, an Creative Partner may not use any social media site on which they discuss or promote, or have discussed or promoted, the Kiwi Lane business or Kiwi Lane's products to directly or indirectly solicit Kiwi Lane Creative Partners for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Creative Partner shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Creative Partners relating to the Creative Partner's other direct selling business activities. The provision in this bullet point does not apply to an Creative Partner's personally referred Creative Partners who the Creative Partner had a personal relationship with independent of the Creative Partner's participation in Kiwi Lane. Violation of this provision shall constitute a violation of the Non Solicitation Policy in Section 3.12.
- An Creative Partner may post or "pin" Kiwi Lane product photos on a social media site, but only photos that are provided by Kiwi Lane and downloaded from the Creative Partner's Back-Office may be used.

- If a Creative Partner creates a business profile page on any social media site that promotes or relates to Kiwi Lane, its products, or opportunity, the profile page must relate exclusively to the Creative Partner’s Kiwi Lane partnership and Kiwi Lane products. If the Creative Partner’s Kiwi Lane partnership is cancelled for any reason or if the Creative Partner becomes inactive, the Creative Partner must deactivate the business profile page.

### **3.5 - Business Entities not apply**

A corporation, limited liability company (LLC), partnership or trust (collectively referred to in this section as a “Business Entity”) may not apply to be a Kiwi Lane Creative Partner.

### **3.6 - Referred Customer -- Change of Creative Partner**

Any Customer Referred to Kiwi Lane by a Creative Partner is permanently linked to that Creative Partner and this link cannot be transferred to another Creative Partner. When a referred customer’s account is created, it is linked to the referring Creative Partner for the lifetime of the Creative Partner’s agreement. Kiwi Lane strongly discourages changes in customer referral assignments.

Accordingly, the transfer of a Kiwi Lane customer referral from one Creative Partner to another is rarely permitted. Requests for change of referral must be submitted in writing to the Support Department, and must include the reason for the transfer. Transfers will only be considered in the following circumstances:

#### ***3.6.1 - Misplacement***

In cases in which the new Customer is linked to someone other than the Creative Partner who referred them, he or she may request to be transferred to the proper, referring Creative Partner. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within 10 days from the date of account creation. The Customer requesting the change bears the burden of emailing support@kiwilane.com personally to inform them that he or she was linked to the wrong referring Creative Partner. Whether the requested change will be implemented is up to Kiwi Lane’s discretion.

### **3.7 - Waiver of Claims**

In cases in which the appropriate customer referral change procedures have not been followed, Kiwi Lane reserves the sole and exclusive right to determine the final assignment of the referred customer. Resolving conflicts over the proper placement of a Customer who has been moved to a Creative Partner in an improper manner is often extremely difficult and complicated. Therefore, Creative Partners WAIVE ANY AND ALL CLAIMS AGAINST KIWI LANE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT

RELATE TO OR ARISE FROM KIWI LANE'S DECISION REGARDING THE DISPOSITION OF ANY CUSTOMER THAT HAS BEEN MOVED IMPROPERLY TO A CREATIVE PARTNER OTHER THAN THE ONE WHO ORIGINALLY REFERRED THEM.

### **3.8 - Unauthorized Claims and Actions**

#### ***3.8.1 - Indemnification***

A Creative Partner is fully responsible for all of his or her verbal and written statements made regarding Kiwi Lane products and the Compensation Plan that are not expressly contained in official Kiwi Lane 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. Creative Partners agree to indemnify Kiwi Lane and Kiwi Lane'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 Kiwi Lane as a result of the Creative Partner's unauthorized representations or actions. This provision shall survive the termination of the Creative Partner Agreement.

#### ***3.8.2 - Compensation Plan Claims***

When presenting or discussing the Kiwi Lane Compensation Plan, Creative Partners must make it clear to prospective Creative Partners that financial success with Kiwi Lane requires commitment, effort, and sales skills. Conversely, Creative Partners must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

- It's a turnkey system;
- The system will do the work for you;
- Just get in and your Customers will build through spillover;
- Kiwi Lane will build your customer base for you;
- The company does all the work for you;
- You don't have to sell anything; or
- All you have to do is buy your products every month.

The above are just examples of improper representations about the Compensation Plan. It is important that Creative Partners do not make these or any other representations that could lead a prospective Creative Partner to believe that he or she can be successful as a Kiwi Lane Creative Partner without commitment, effort, and sales skills.

#### ***3.8.3 - Income Claims***

Because Kiwi Lane Creative Partners do not have the data necessary to comply with the legal requirements for making income claims, an Creative Partner, when presenting or discussing the Kiwi Lane opportunity or Compensation Plan to a prospective Creative Partner, may not



make income projections, income claims, or disclose his or her Kiwi Lane income, percentage they personally make (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

### **3.9 - Repackaging and Relabeling Prohibited**

Kiwi Lane products may only be sold in their original packaging. Creative Partners may not repackage, re-label, or alter the labels on Kiwi Lane products. Tampering with labels/packaging could be a violation of federal and state laws, and may result in civil or criminal liability. Creative Partners may affix a personalized sticker with the Creative Partner's personal/contact information to each product or product container, as long as this is done without removing existing labels or covering any text, graphics, or other material on the product label.

### **3.10 - Commercial Outlets**

Creative Partners may not sell Kiwi Lane products from a commercial outlet, nor may Creative Partners designate space in any retail or service establishment for the purpose of stocking, displaying, or selling Kiwi Lane products or literature. Online auction and/or sales facilitation websites, including but not limited to eBay and Craig's List constitute Commercial Outlets, and may not be used to sell Kiwi Lane products.

### **3.11 - Trade Shows, Expositions and Other Sales Forums**

Creative Partners may display and/or sell Kiwi Lane products at expos, crops, trade shows, craft fairs, state fairs and professional expositions. Please follow these guidelines when registering for any event:

#### ***3.11.1 - Only One Kiwi Lane Representative***

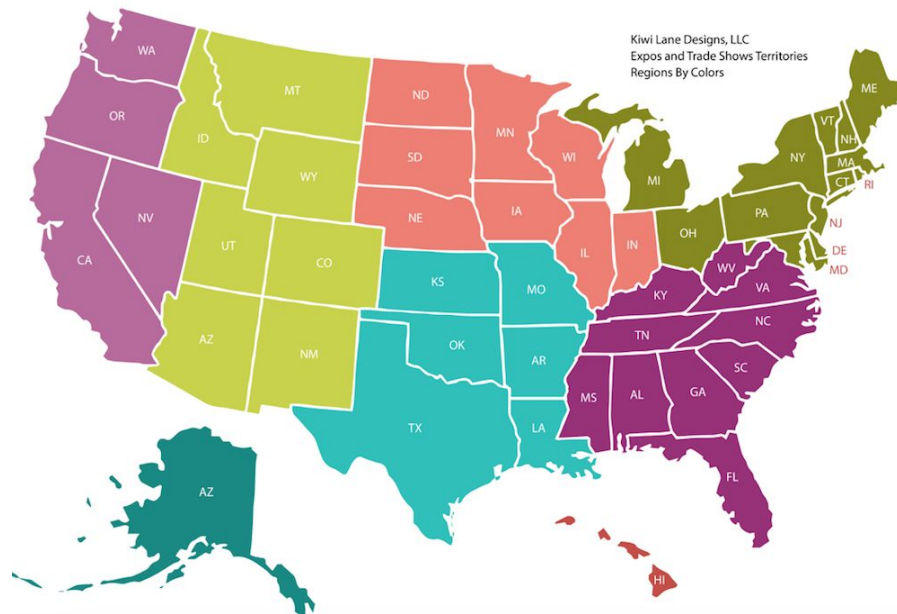
The first Creative Partner to register for an event has it. Please check to see if another Creative Partner has already registered before you submit anything with the event coordinator. You must register for the event as a Kiwi Lane Independent Creative Partner so that others who enquire will know right away if another Creative Partner has already registered. If more than one Creative Partner registers for the same event, the one who correctly registered first can remain and the other Creative Partner must cancel, so be sure to check the cancellation policies for the event.

#### ***3.11.2 - Registered Creative Partner Must be Present***

Creative Partners may choose to work together in one booth space at an event, but they cannot share their booth with any other type of business. The Creative Partner named on the event registration must be present on the day of the event, and at least one Kiwi Lane Creative Partner must be in the booth during the whole event. If the Registered Creative Partner is unable to attend, they must transfer the name of the registration with the venue to the Kiwi Lane representative that is going to be present at the event.

### ***3.11.3 - Regions & Location Limitations For Large Venues***

Kiwi Lane Independent Creative Partners are only permitted to register and vend at large trade shows, expos or conventions located in the Region in which they permanently reside. To see what these regions are, please see the Kiwi Lane USA Expos, Conventions, and Trade Shows Regional Map below.



### ***3.11.4 - Permanent Spaces***

Permanent spaces in retail locations are not permitted.

### ***3.11.5 - Other Events***

Kiwi Lane further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the Kiwi Lane opportunity such as flea markets and farmers markets. Approval will not be given for swap meets, or garage sales as these events are not conducive to the professional image Kiwi Lane wishes to portray.

### **3.12 - Conflicts of Interest**

The parties agree that any violation of these Conflicts of Interest policies shall cause Kiwi Lane irreparable harm for which there is no adequate remedy at law, and that such harm will outweigh any injury to Creative Partner should injunctive relief be granted to the Company. Kiwi Lane shall therefore be entitled to immediate and permanent equitable relief to prevent further violations of the policy.

### ***3.12.1 - Non Solicitation***

Kiwi Lane Creative Partners are free to participate in other multilevel or network/referral marketing business ventures or marketing opportunities (collectively “network marketing”). However, during the term of this Agreement, Creative Partners **may not** directly or indirectly recruit other Kiwi Lane Creative Partners for any other network marketing business.

For a period of 12 months following the cancellation or transfer of an Creative Partner’s Independent Creative Partner Agreement for any reason, a former Creative Partner may not recruit any Kiwi Lane Creative Partner for another network/referral marketing business. The foregoing limitation is not applicable to those Creative Partners who were a) personally referred by the former Creative Partner and b) were personally known to the former Creative Partner independent of the former Creative Partner’s participation in Kiwi Lane.

Creative Partners and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States 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, Creative Partners and Kiwi Lane agree that this non-solicitation provision shall apply nationwide and to all international markets in which Kiwi Lane Creative Partners are located. This provision shall survive the termination or expiration of the Agreement.

The term “Recruit” means the actual or attempted, referral, sponsoring, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Kiwi Lane Creative Partner, to enroll or participate in another multilevel marketing, network marketing, referral marketing or direct sales opportunity.

### ***3.12.2 - Creative Partner Participation in other Businesses or Direct Selling Programs***

If a Creative Partner is engaged in other non-Kiwi Lane businesses or Network Marketing programs, it is the responsibility of the Creative Partner to ensure that his or her Kiwi Lane business is operated entirely separate and apart from all other businesses and/or network marketing programs. To this end, the Creative Partner must adhere to the following:

- Creative Partners must not sell, or attempt to sell, any competing non-Kiwi Lane programs or products that are sold through another network marketing program to Kiwi Lane Creative Partners. Any program or product in the same generic categories as Kiwi Lane products is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

- Creative Partners must not sell, or attempt to sell the same products or similar products in the same generic categories as products offered by Kiwi Lane, which have been purchased through a non-Kiwi Lane retailer or wholesaler.
- Creative Partners shall not display Kiwi Lane promotional materials, sales aids, or products with or in the same location as any non-Kiwi Lane promotional materials, sales aids, products or services.
- Creative Partners shall not offer the Kiwi Lane opportunity or products to prospective or existing Creative Partners in conjunction with any non-Kiwi Lane program, opportunity, product or service.
- Creative Partners may not offer any non-Kiwi Lane products, services or opportunity at any Kiwi Lane-related meeting, seminar, convention, webinars, teleconference, or other function.

### ***3.12.3 - Confidential Personal Information***

Confidential information includes, but is not limited to, the identities of Kiwi Lane customers and Creative Partners, contact information of Kiwi Lane customers and Creative Partners, Creative Partners' Personal Volumes, and/or achievement levels. Confidential Information is, or may be available, to Creative Partners in their respective Back-Offices. Creative Partner access to such Confidential Information is password protected, and such Confidential Information constitutes proprietary business trade secrets belonging to Kiwi Lane. Such Confidential Information is provided to Creative Partners in strictest confidence and is made available to Creative Partners for the sole purpose of assisting Creative Partners in working with their respective Customers in the development of their Kiwi Lane business. Each Creative Partner and Kiwi Lane agree that, but for this agreement of confidentiality, nondisclosure, and terms and conditions, Kiwi Lane would not provide Confidential Information to the Creative Partner.

To protect Confidential Information, an Creative Partner 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 Back-Office to any third party;
- Use any Confidential Information to compete with Kiwi Lane or for any purpose other than promoting his or her Kiwi Lane business; or

- Recruit or solicit any Creative Partner or customer of Kiwi Lane listed on any report or in the Creative Partner's Back-Office, or in any manner attempt to influence or induce any Creative Partner or customer of Kiwi Lane, to alter their business relationship with Kiwi Lane.

### **3.13 - Targeting the Sales Force of Other Direct Sellers**

Kiwi Lane does not condone Creative Partners specifically or consciously targeting the sales force of another direct sales company to sell Kiwi Lane products or to become Creative Partners for Kiwi Lane, nor does Kiwi Lane condone Creative Partners 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 a Creative Partner engage in such activity, the Creative Partner bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against a Creative Partner by a third party alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, or in any way violated their contract with the third party, Kiwi Lane will not pay any of the Creative Partner's defense costs or legal fees, nor will Kiwi Lane indemnify the Creative Partner for any judgment, award, or settlement. Should the third party bring or threaten legal action against Kiwi Lane based on the conduct of the Creative Partner, the Creative Partner agrees that it shall indemnify Kiwi Lane for all judgments, settlements, payments of any other nature, litigation costs, and attorney's fees that Kiwi Lane incurs in relation to such legal action or threat of legal action.

### **3.14 - Errors or Questions**

If a Creative Partner has questions about or believes any errors have been made regarding commissions, bonuses, enrollments rewards, or charges, the Creative Partner must notify Kiwi Lane in writing within 60 days of the date of the purported error or incident in question. Kiwi Lane will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

### **3.15 - Governmental Approval or Endorsement**

State and federal regulatory agencies and officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, Creative Partners shall not represent or imply that Kiwi Lane or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

### **3.16 - Income Taxes**

Each Creative Partner is responsible for paying local, state and federal taxes on any income generated as an Independent Creative Partner. If a Creative Partner's Kiwi Lane partnership is tax exempt, the Federal tax identification number must be provided to Kiwi Lane. Every year, Kiwi Lane will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings

statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000.

Kiwi Lane cannot provide Creative Partners with any personal tax advice. Creative Partners should consult with their own tax accountant, tax attorney, or other tax professional.

### **3.17 - Independent Contractor Status**

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

### **3.18 - Insurance**

You may wish to arrange insurance coverage for your partnership business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected.

### **3.19 - International Referrals**

While Creative Partners may sell Kiwi Lane products to customers in other countries, they may not Refer other countries as Creative Partners. In addition, Creative Partners may not, in any country other than the United States: (a) conduct referral or training meetings; (b) enroll or attempt to enroll potential Creative Partners; or (c) conduct any other activity for the purpose of promoting the Kiwi Lane opportunity. Note that the shipment of Kiwi Lane products to customers in other countries is handled by the Company.

### **3.20 - Excess Inventory and Bonus Buying**

Creative Partners must never purchase more products than they can reasonably use or sell to referred customers in a month, and must not influence or attempt to influence any other Creative Partner to buy more products than they can reasonably use or sell to referred customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for pay 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.

### **3.21 - Adherence to Laws and Ordinances**

Creative Partners shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Creative Partners because of the nature of their business. However, Creative Partners must obey those laws that do apply to them. If a city or county official tells a Creative Partner that an ordinance applies to him or her, the Creative Partner shall be polite and cooperative, and immediately email a copy of the ordinance to [policy@kiwilane.com](mailto:policy@kiwilane.com).

### **3.22 - One Kiwi Lane Partnership Per Household**

A Creative Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Kiwi Lane partnership. No individual may have, operate or receive compensation from more than one Kiwi Lane partnership business. Individuals of the same Household may not enter into or have an interest in more than one Kiwi Lane partnership business. A “Household” is defined as all individuals who are living at or doing business at the same address, and who are related by blood, marriage, domestic partnership, or adoption, or who are living together as a family unit or in a family-like setting.

In order to maintain the integrity of the Kiwi Lane Compensation Plan, husbands and wives, domestic partnerships, or common-law couples (collectively referred to herein as “spouses”) who wish to become Kiwi Lane Creative Partners must join as one Kiwi Lane partnership. Spouses, regardless of whether one or both are signatories to the Creative Partner Agreement, may not own or operate any other Kiwi Lane business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or have any other legal or equitable ownership) in the ownership or management of another Kiwi Lane business in any form.

An exception to the one business partnership per Creative Partner/Household rule will be considered on a case by case basis if two Creative Partners marry or move in together, or in cases of an Creative Partner receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to [policy@kiwilane.com](mailto:policy@kiwilane.com).

### **3.23 - Actions of Household Members or Affiliated Parties**

If any member of an Creative Partner’s immediate household engages in any activity which, if performed by the Creative Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Creative Partner and Kiwi Lane may take disciplinary action pursuant to these Policies and Procedures against the Creative Partner. Similarly, if any partner, shareholder, member, or other individual 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 Kiwi Lane may take disciplinary action jointly and severally against the Business Entity and/or each Affiliated Individual.

### **3.24 - Requests for Records**

Any request from a Creative Partner for copies of invoices, applications, activity reports, or other records will require a fee of \$3.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

### **3.25 - Separation of a Kiwi Lane Partnership**

Kiwi Lane Creative Partners sometimes operate their Kiwi Lane partnership 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 partnership is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of referral.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the Kiwi Lane partnership pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Kiwi Lane to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the Kiwi Lane partnership jointly on a “business-as-usual” basis, whereupon all compensation paid by Kiwi Lane will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Partnership of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Kiwi Lane split commission and bonus payments between divorcing spouses or members of dissolving entities. Kiwi Lane will recognize only one Creative Partner and will issue only one commission payment per Kiwi Lane partnership per commission period. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to



resolve a dispute over the disposition of commissions and ownership of the partnership in a timely fashion as determined by the Company, the Creative Partner Agreement shall be involuntarily canceled.

If a former spouse has completely relinquished all rights in the original Kiwi Lane partnership pursuant to a divorce, he or she is thereafter free to enroll again as a Creative Partner without waiting. The former spouse or business affiliate shall have no rights to any former referred customer. They must develop the new partnership in the same manner as would any other new Creative Partner.

### **3.26 - Referral Online**

If you refer a new Creative Partner through the online enrollment process, the Referral may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, Kiwi Lane's Policies and Procedures, and the Kiwi Lane Compensation Plan. The referral may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

### **3.27 - 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 states) have "do not call" regulations as part of their telemarketing laws. Although Kiwi Lane does not consider Creative Partners 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, Creative Partners must not engage in telemarketing in the operation of their Kiwi Lane partnership. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Kiwi Lane product, or to recruit them for the Kiwi Lane opportunity. "Cold calls" made to prospective customers or Creative Partners that promote either Kiwi Lane's products or the Kiwi Lane opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Creative Partner (a "prospect") is permissible under the following situations:

- If the Creative Partner has an established business relationship with the prospect. An "established business relationship" is a relationship between an Creative Partner and a prospect based on the prospect's purchase, rental, or lease of goods or services from the

Creative Partner, or a financial transaction between the prospect and the Creative Partner, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.

- In response to a prospect's personal inquiry or application regarding a product or service offered by the Creative Partner, within the three (3) months immediately preceding the date of such a call.
- If the Creative Partner receives written and signed permission from the prospect authorizing the Creative Partner to call. The authorization must specify the telephone number(s) which the Creative Partner is authorized to call.
- If the prospect is a family member, a personal friend, or an acquaintance. An "acquaintance" is someone with whom a Creative Partner has at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if a Creative Partner engages in "card collecting" with everyone the Creative Partner meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if a Creative Partner engages in calling "acquaintances," the Creative Partner must make such calls on an occasional basis only and not make this a routine practice.

Creative Partners shall **not** use automatic telephone dialing systems or software relative to the operation of their Kiwi Lane partnership business. Creative Partners 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 Kiwi Lane products or opportunity.

### **3.28 - Back Office Access**

Kiwi Lane makes online back offices available to its Creative Partners. Back offices provide Creative Partners access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Creative Partner's Kiwi Lane business and to increase sales of Kiwi Lane products. However, access to a back office is a privilege, and not a right. Kiwi Lane reserves the right to deny Creative Partners' access to the back office at its sole discretion.

### **3.29 - Change of Contact Information**

To ensure timely delivery of products, support materials, commissions, and tax documents, it is important that Kiwi Lane's files are current. Street addresses are required for shipping. Creative Partners planning to change any of their contact information or move must update their contact information via the Back Office function of the Creative Partner's unique

share link web address. To guarantee proper delivery, two weeks advance notice must be provided to Kiwi Lane on all changes.

### **3.30 - Continuing Development Obligations**

#### ***3.30.1 - Ongoing Training***

Creative Partners are there to encourage one another, and share general product knowledge, and effective sales techniques. And simply direct other Creative Partners to [support@kiwilane.com](mailto:support@kiwilane.com) or proper training and resources. Communication with and the training of New Creative Partners or referred customers must not, however, violate Sections 3.1 and 3.2 (regarding the development of Creative Partner-produced Sales Tools and promotional materials).

Creative Partners should monitor other Creative Partners to guard against other Creative Partners making improper product or partnership claims, or engaging in any illegal or inappropriate conduct.

#### ***3.30.2 - Increased Training Responsibilities***

As Creative Partners progress, they will become more experienced in sales techniques, product knowledge, and understanding of the Kiwi Lane program. They will be called upon to share this knowledge with lesser experienced Creative Partners.

Each Creative Partners does the following two things:

1. Share Kiwi Lane, how to use the product, our philosophy and your personal experience with others who have not heard of Kiwi Lane.
2. Engage in the community by posting and commenting. Each Creative Partner is required to post two times a month in the online community. It can be a sample you have made recent or past, or even an inspirational thought.

#### ***3.30.3 - Ongoing Sales Responsibilities***

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

### **3.31 - Negative Comments**

Kiwi Lane values constructive criticism and suggestions from Creative Partners. All such comments should be submitted in writing to [support@kiwilane.com](mailto:support@kiwilane.com). While Kiwi Lane welcomes constructive input, negative comments and remarks made by Creative Partners about the Company, its products or Compensation Plan, or members of our community serve no purpose other than to sour the enthusiasm of other Kiwi Lane Creative Partners, and are usually

the result of misunderstandings which could have easily been resolved by coming to us for a direct conversation. For this reason, and to set the proper example for all Creative Partners, Creative Partners must not disparage, demean, or make negative remarks about Kiwi Lane, other Kiwi Lane Creative Partners, the Compensation plan, Kiwi Lane products, or Kiwi Lane directors, officers, or employees. If you have such complaints or concerns about Kiwi Lane, these should be directed to support@kiwilane.com. Disputes or disagreements between any Creative Partner and Kiwi Lane shall be resolved through the dispute resolution process set forth in the Agreement, and the Company and Creative Partners agree specifically not to demean, discredit, disparage, or criticize one another on the internet or any other public forum.

### **3.32 - Providing Documentation to Applicants**

Creative Partners must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are referring to become Creative Partners before the applicant signs an Creative Partner Agreement, or ensure that they have online access to these materials.

## **SECTION 4 - SALES REQUIREMENTS**

### **4.1 - Product Sales**

The Kiwi Lane Compensation Plan is based on the sale of Kiwi Lane products to end consumers. Creative Partners must fulfill personal, retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for commissions, Creative Partners must satisfy the Personal Sales requirements to fulfill the requirements for their sales as specified in the Kiwi Lane Compensation Plan. “Personal Volume” includes purchases made by the Creative Partner and purchases made by the Creative Partner’s personal referred customers linked to them.

### **4.2 - No Territory Restrictions**

There are no exclusive territories granted to anyone.

### **4.3 - Sales Receipts**

All Creative Partners must provide their referred customers with two copies of an official Kiwi Lane 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 state law. Creative Partners must maintain all retail sales receipts for a period of two years and furnish them to Kiwi Lane at the Company’s request. Records documenting the online purchases of customers will be maintained by Kiwi Lane. Referred customers who purchase from an Creative Partner’s unique share link Website need not be provided with a sales order receipt as the receipt will automatically be sent by the Company via email at the time the order is placed.

Remember that customers must receive two copies of the sales receipt. In addition, Creative Partners must orally inform the buyer of his or her 3 day cancellation rights.

## **SECTION 5 - PERSONAL & CONFIDENTIAL INFORMATION**

### **5.1 - Handling Personal Information**

As a Creative Partner, you will receive Personal Information from and about prospective Creative Partners, customers and other individuals. Keeping their Personal Information secure not only helps to ensure your compliance with the law, but it also helps you to maintain current referred customers' and potential customers' trust, which is an important factor in your success. Personal Information is information that identifies, or permits you to contact, an individual, financial information, and sales data. It includes, but is not limited to, a customer's, potential customer's, Creative Partner or prospective Creative Partner's or other individual's name, address, email address, phone number, credit card information, social security number, purchase history, and other information.

#### ***5.2 - Give the Customer Notice***

Customers want to know why you are collecting their Personal Information and what you plan to do with it, so tell them what you are collecting, why and with whom you are going to share it. Tell them this before or at the time that you collect their Personal Information, and then be sure that you use and share Personal Information only in the ways you promised.

#### ***5.3 - Collect Only What You Need***

Collect only the Personal Information that you really need. Review the forms that you use to collect Personal Information, and revise them to remove fields for information you do not need. Less is more. For example, don't collect a credit or debit card number unless your customer actually makes a purchase.

#### ***5.4 - Give the Customer Control***

Give customers a choice about how you communicate with them. For instance, find out if a customer wants to receive promotions and other marketing messages from you and, if so, whether he or she would prefer to receive them by email, phone or another method of communication. Respect the customer's wishes: if, for example, a customer tells you that he or she doesn't want to receive emails, then find another way to communicate with him or her.

#### ***5.5 - Stay up-to-date***

Keep the customers' Personal Information up-to-date. Remind them to let you know if their Personal Information changes. Keeping your contacts current helps you to stay in touch with them if you wish.

### ***5.6 - Your Back-Office***

Your Back-Office may have confidential information relating to the Creative Partners in your Group. You must not show this information to anyone, nor may you share your Back-Office access with anyone.

### ***5.7 - Share Only if Necessary***

Don't share a customer's Personal Information unless you have a real business reason to do so—and then share only what is necessary, and no other information, and make sure that the other person agrees to use the Personal Information only in the ways you have agreed.

### ***5.8 - Be Careful***

A customer's information is a valuable asset. Don't communicate it to the general public or to anyone who doesn't have a legitimate need for it. Protect it from unauthorized access or disclosure.

### ***5.9 - Dispose of Personal Information Responsibly***

When you no longer need a customer's Personal Information, stop using it. Dispose of it in a way that makes it unreadable, such as by shredding paper documents.

### ***5.10 - Be Very Careful with Sensitive Personal Information***

If sensitive Personal Information such as credit or debit card numbers, social security or Tax ID numbers, fall into the wrong hands, customers could become the victim of fraud or identity theft. Consider these steps to help reduce that risk:

- Pay attention to your surroundings and use good judgment whenever you need to discuss or transmit sensitive Personal Information;
- Do not share (or ask a customer to share) sensitive Personal Information, including payment information, in an unsecure way, such as by email;
- Keep sensitive Personal Information in a secure place, such as a locked drawer. Do not leave it lying around where someone could see or take it;
- Use similar safeguards if you keep sensitive Personal Information on your computer. For example, use passwords that are not easy to guess, install virus protections, and password protect documents that contain sensitive Personal Information;
- Avoid storing Personal Information on your laptop or another portable device that could be lost or stolen, unless the device is encrypted; and
- Unless you have a legitimate business need, do not keep sensitive Personal Information. Keeping it for longer than you need it creates unnecessary risk.

## **SECTION 6 - BONUSSES AND COMMISSIONS**

### **6.1 - Bonus and Commission Qualifications, Funding, and Transfers**

#### ***6.1.1 - Bonus and Commission Qualifications***

A Creative Partner must be in compliance with the Agreement to qualify for bonuses and commissions. Creative Partners receive bonuses and commissions in accordance with the Compensation Plan.

#### ***6.1.2 - Bonus and Commission Funding***

Kiwi Lane shall fund bonuses and commissions to the Creative Partner's Kiwi Wallet by 12:00pm Mountain Standard Time 15 days in which bonuses and commissions were earned. If this is a weekend (Saturday or Sunday) or a United States federal holiday, the commission will fund on the next business day.

#### ***6.1.3 - Bonus and Commission Transfers***

Transfers must be initiated by the Creative Partner in the form of a Transfer Request. Once the Creative Partner requests a transfer, Kiwi Lane will process the transfer as an ACH payment to the financial institution and bank account indicated in the Transfer Profile created by the Creative Partner. Transfers will be processed each week on Wednesday and will include any requests submitted before 3pm CST. When Wednesday is a bank holiday, transfers will be processed on the next business day. Transfer Requests must be received by 3:00 p.m to be included in that week's transfers to be processed. Transfers may take 1 to 2 business days to reach the Creative Partner's financial institution. A fee of \$2.50 will be charged to the Creative Partner for each ACH transaction fee, which will be deducted from the amount to be transferred.

### **6.2 - Adjustment to Bonuses and Commissions**

#### ***6.2.1 - Adjustments for Returned Products***

Creative Partners receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to Kiwi Lane for a refund, or the buyer institutes a credit card chargeback, either of the following may occur at the Company's discretion: (1) the bonuses and commissions attributable to the returned or repurchased product will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the bonuses and commissions are recovered; (2) the Creative Partner or referral Creative Partners who earned bonuses or commissions based on the sale of the returned product will have the corresponding Commissionable Volume deducted from their volume in the next month and all subsequent months until it is completely recovered; or (3) the bonuses and commissions

attributable to the refunded product may be deducted from any refunds or credits to the Creative Partner(s) who received the bonuses or commissions on the sales of the refunded product.

### ***6.2.2 - Garnishments or Court Orders***

Kiwi Lane reserves the right to withhold or reduce any Creative Partner's compensation as it deems necessary to comply with any garnishment or court order directing Kiwi Lane to retain, hold, or redirect such compensation to a third party.

### **6.3 - Reports**

All information provided by Kiwi Lane in sales activity or reports, including but not limited to Personal Volume (or any part thereof), and referring 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; credit card and electronic check charge-backs; the information is not guaranteed by Kiwi Lane or any persons creating or transmitting the information.

ALL PERSONAL 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, KIWI LANE AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY CREATIVE PARTNER 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 REFERRAL VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, 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 KIWI LANE 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, KIWI LANE 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 Kiwi Lane's 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 Kiwi Lane's reporting services and your reliance upon the information.

## **SECTION 7 - INCENTIVE & PROMOTION GUIDELINES**

### **7.1 - General Incentive Guidelines**

#### ***7.1.1 - Requirements***

- You must be qualified throughout the entire incentive period.
- You must be in good standing with the company to qualify.
- Refer to the trip or incentive documentation for complete details.

#### ***7.1.2 - Incentive Program Announcements***

- The initial documents announcing an incentive will generally reference these guidelines as well as additional qualification requirements.
- Refer to the specific program document covering an incentive for complete details.
- Additional promotion of an incentive may not contain all the details that were originally announced with the program. Be aware of all incentive materials to ensure proper guidelines are followed during the incentive period.

#### ***7.1.3 - Qualification Period***

- Qualifying activity must be achieved within the designated qualification period announced.

#### ***7.1.4 - Income Reporting***

- Bonuses are reported as income on your Form 1099. Any items of value received through incentives or awards are also reported as income based on their fair market value at the time they are delivered.
- Costs associated with attending an incentive trip for you and a guest are generally treated as taxable income. This can include airfare, resort, meals, activities, and gifts.

- If you have qualified to attend corporate sponsored leadership and training events and meet the participation requirements, such as cost of attendance, you will have the event's value added to your income report.
- If your guest is not listed on your Creative Partner application and isn't actively working your Kiwi Lane partnership, the value of your guest's portion of the event will be reported as income.
- If you have accepted an invitation to attend a corporate sponsored leadership and training event but later choose not to attend, the value of the activities will be added to your 1099 regardless of attendance if any travel and accommodations have already been booked that may apply.

#### ***7.1.5 - Good Standing***

- Incentives are intended to reward Creative Partners who are in good standing with the company throughout the entire process. This includes the time from when the qualification process begins until the award is distributed.
- Bonuses may be withheld or denied due to any disciplinary action.

#### ***7.1.6 - Fair Play***

- You will be disqualified from any incentive if you are found to have abused any aspect of the program, as determined solely by Kiwi Lane.
- We may deny you the ability to participate in current or future incentive programs if there has been, or may have been, any manipulation, violation or abuse of the incentive program.

#### ***7.1.7 - Modifications or Termination***

- Kiwi Lane reserves the right to suspend, modify, or terminate an incentive at any time. Qualification criteria or awards may be changed in any manner or discontinued outright.

#### ***7.1.8 - Recognition***

- By participating in a Kiwi Lane incentive, bonus program, or corporate sponsored training event to receive benefits, cash and other awards, you agree to have your full name, Creative Partner accomplishments, standing and photo, published and recognized in Kiwi Lane marketing materials.

#### ***7.1.9 - Reviews***

- If you believe that you have been mistakenly excluded from an incentive program trip reward, you will have seven days to appeal once the

qualifiers have been published. You will have 20 days to appeal all other incentive program awards. Appeals should be directed to: support@kiwilane.com

## **7.2 - Creative Partner Responsibility**

### ***7.2.1 - Month End Deadlines***

- Monthly points are processed on the last day of the month.
- New referred sign ups are accepted until the last day of the month by 11:59 p.m. Central Time.

## **7.3 - Trips and Travel**

### ***7.3.1 - Eligible Travelers***

- Incentive winners may bring one additional guest. Additional guests must be booked by you and paid for at your own expense.

### ***7.3.2 - Covered Travel Expenses***

- All accommodations provided by Kiwi Lane are booked directly through a travel agency chosen by Kiwi Lane.
- Travel when applicable will only be provided to the trip destination from within the United States.
- Independently booked accommodations when applicable for airfare and hotel will be reimbursed at approved rates.
- All other expenses, activities and excursions not expressly outlined by the incentive program are your own responsibility and will not be reimbursed by Kiwi Lane.
- You are responsible for obtaining a valid passport as required. Failure to have a valid passport or other identification for travel at the time of the registration deadline may result in forfeiture of the trip.
- Any additional costs associated with the trip will be incurred by the Creative Partner.

### ***7.3.3 - Inability to Attend***

- A substitution prize will not be given if you cannot attend a qualifying incentive trip, nor will you be allowed to assign the trip to someone else.
- If you are unable to attend the event for any reason, you will not be entitled to any additional award or enhanced benefit to which those in attendance may be entitled.

#### **7.4 - Additional Limitations**

- In addition to limiting those who have abused or been fraudulent with an incentive program, you may also be limited from future rewards and incentives if you conduct yourself in an unacceptable way - including your behavior on incentive trips.
- Disorderly conduct during the trip may result in the forfeiture of the trip, future trips and could lead to termination of your Creative Partner Agreement.
- Any expenses incurred due to disorderly conduct will be your responsibility and won't be reimbursed by Kiwi Lane.

### **SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE**

#### **8.1 - Order Cancellation and Guarantee**

For offline orders, Federal and state law requires that Creative Partners notify their referred customers that they have three business days (5 business days for Alaska residents and 15 days for residents of North Dakota age 65 or older) 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. Saturday is a business day, Sundays and legal holidays are not business days. Creative Partners shall verbally inform their referred customers of this right, shall provide their customers with TWO copies of a retail receipt at the time of the sale, and shall point out this cancellation right stated on the receipt.

Kiwi Lane products are guaranteed to be free from manufacturing defects for a period of 90 days after the shipping date. (Designer Templates and other products may vary slightly from the images shown in the Kiwi Lane catalog. This shall not be deemed as a manufacturing defect.) Missing items, errors in shipments, and defective or damaged products must be reported to support@kiwilane.com within 90 days of the order date to obtain a replacement. This guarantee does not cover products damaged through accidents or misuse.

Creative Partners shall disclose the terms of the guarantee to his/her referred customers at the time of sale and shall also point out this guarantee information on the sales receipt and product literature.

If an Creative Partner's returns exceed 40% of their Personal Volume during any 12 consecutive month period, the Creative Partner will be subject to review by Kiwi Lane and, if deemed necessary after the review, their Creative Partner Agreement may be cancelled.

## **8.2 - Return of Merchandise and Sales Tools by Creative Partners Upon Cancellation**

Upon cancellation of an Creative Partner's Agreement, the Creative Partner may return the Complete Starter kits, merchandise, and Sales Tools that he or she personally purchased from Kiwi Lane (purchases from other Creative Partners or third parties are not subject to refund) that are in Resalable condition (see Definition of "Resalable" below) so long as the products and/or Sales Tools were purchased from Kiwi Lane within **one year prior** to the date of cancellation.

Upon receipt of a Complete Resalable Starter Kit and/or Resalable merchandise and Sales Tools, the Creative Partner will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges incurred by a Creative Partner when the merchandise or Sales Tools were purchased, and return shipping fees will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Creative Partner was paid a bonus or commission based on a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the bonus and/or commission that was paid to the Creative Partner based on that product purchase will be deducted from the amount of the refund.

Merchandise and Sales Tools 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; and 3) they are returned to Kiwi Lane within one year from the date of purchase (the one year limitation shall not apply to Creative Partners who are residents of Maryland, Massachusetts, Wyoming and Puerto Rico). Any merchandise that is clearly identified at the time of sale as a "closeout", non returnable, discontinued, or as a seasonal item, shall not be Resalable. Back-Office and Website fees are not refundable except as required by applicable state law.

### ***8.2.1 - Montana Residents***

A Montana resident may cancel his or her Creative Partner Agreement within 15 days from the date of enrollment, and be refunded for all website fees incurred during that time.

## **8.3 - Procedures for All Returns**

The following procedures apply to all returns or exchanges:

- All merchandise must be returned by the Creative Partner or customer who purchased it directly from Kiwi Lane.
- The return is accompanied by the original packing slip, a completed and signed Exchange Order Form, and 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 Kiwi Lane shipping pre-paid. Kiwi Lane does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Creative Partner or customer who purchased it directly from Kiwi Lane. If the returned product is not received by the Company's Distribution Center, it is the responsibility of the Creative Partner or customer who purchased it directly from Kiwi Lane to trace the shipment.
- If a product was purchased by a Creative Partner inventory in person, the return must be resolved with the Creative Partner, and then returned back by the Creative Partner who purchased it from Kiwi Lane.

No exchanges of product will be made if the conditions of these rules are not met.

### ***8.3.1 - Exchanges or Refunds***

Kiwi Lane Designs does not offer cash refunds. New, unused merchandise may be exchanged for store product credit within 30 days of the order shipping date. However, you will need to pay the shipping charges to return the products to Kiwi lane. Products must be in the current catalog and in original shipping condition.

## **SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **9.1 - Disciplinary Measures**

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 Creative Partner 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 Creative Partner's Kiwi Lane partnership), may result, at Kiwi Lane's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Creative Partner to take immediate corrective measures;
- Kiwi Lane may withhold from an Creative Partner all or part of the Creative Partner's bonuses and commissions during the period that Kiwi Lane is investigating any conduct allegedly in violation of the Agreement. If an Creative Partner's partnership is canceled for disciplinary reasons, the Creative Partner will not be entitled to recover any commissions withheld during the investigation period;

- Suspension of the individual’s Creative Partner Agreement and independent Kiwi Lane business for one or more pay periods (without pay);
- Involuntary termination of the offender’s Creative Partner Agreement;
- Suspension and/or termination of the offending Creative Partner’s Kiwi Lane website or website access; or
- Any other measure expressly allowed within any provision of the Agreement or which Kiwi Lane deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Creative Partner’s policy violation or contractual breach.

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

### **9.2 - Grievances and Complaints**

When a Creative Partner has a grievance or complaint with another Creative Partner regarding any practice or conduct in relationship to their respective Kiwi Lane Partnership, the complaining Creative Partner should first report the problem to support@kiwilane.com. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Creative Partner Services Department at the Company. The Creative Partner Support Department will review the facts and resolve it. If needed a mediation can be scheduled between the two parties.

### **9.3 - Mediation**

For claims seeking \$10,000 or more that arise from or relate to the Agreement, prior to filing arbitration as provided below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the American Arbitration Association (“AAA”). The mediation shall occur within 60 days from the date on which the mediator is appointed. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses. Mediation shall be held in Boise, Idaho and shall last no more than two business days.

### **9.4 - Arbitration**

**Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through confidential arbitration. The Parties waive all rights to trial by jury or to any court. This arbitration**

provision applies to claims that were not successfully resolved through the foregoing mediation process as well as claims for less than \$10,000.00 not subject to the mediation requirement. The arbitration shall be filed with, and administered by, the American Arbitration Association (“AAA”) in accordance with the AAA’s Commercial Arbitration Rules and Mediation Procedures which are available on the AAA’s website at [www.adr.org](http://www.adr.org). Copies of the AAA’s Commercial Arbitration Rules and Mediation Procedures will also be emailed to Creative Partners upon request to Kiwi Lane’s Customer Service Department. Notwithstanding the rules of the AAA, the following shall apply to all arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
- The parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Idaho shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.
- 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 business days;
- The parties shall be allotted equal time to present their respective cases;
- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

All arbitration proceedings shall be held in Boise, Idaho. There shall be one arbitrator selected from the panel that the AAA provides. 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 to which the parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

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; or
- 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 either party from applying to and obtaining from any court to which the parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the nonsolicitation provision of the Agreement.

#### **9.5 - Class Action Waiver**

Any action brought by a Creative Partner shall be brought on an individual basis, and not on behalf of a class or on a consolidated basis. Creative Partners waive all rights to bring an action against Kiwi Lane, its officers, owners, directors, employees and agents as a class or consolidated action.

#### **9.6 - Governing Law, Jurisdiction and Venue**

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Canyon County, State of Idaho, or the United States District Court for the District of Idaho. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Idaho shall govern all other matters relating to or arising from the Agreement.

#### **9.7 - Louisiana Residents**

Notwithstanding the provisions of Section 9.6 above and the mediation and arbitration provisions in Sections 9.3 and 9.4, residents of the State of Louisiana shall be entitled to bring an action against Kiwi Lane in their home forum and pursuant to Louisiana law.

#### **9.8 - Damage Limitation**

In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Notwithstanding the foregoing, this Damage Limitation shall not apply to claims alleging the breach of the nonsolicitation or confidentiality provisions contained in these Policies.

### **9.9 - Indemnification**

Creative Partners agree to indemnify Kiwi Lane for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that Kiwi Lane incurs resulting from or relating to any act or omission by Creative Partner that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Kiwi Lane may elect to exercise its indemnification rights through withholding any compensation due the Creative Partner. This right of setoff shall not constitute Kiwi Lane's exclusive means of recovering or collecting funds due Kiwi Lane pursuant to its right to indemnification.

### **9.10 - Liquidated Damages**

In any case which arises from or relates to the wrongful termination of Creative Partner's Agreement and/or independent Kiwi Lane business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of an Creative Partner's Agreement and/or loss of their independent business held to be wrongful under any theory of law, Creative Partner's sole remedy shall be liquidated damages calculated as follows:

- For Creative Partners at the paid percentage, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to Kiwi Lane's Compensation Plan in the twelve (12) months immediately preceding the termination.

Gross compensation shall include commissions and bonuses earned by the Creative Partner pursuant to Kiwi Lane's Compensation Plan as well as retail profits earned by Creative Partner for the sale of Kiwi Lane merchandise. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed retail receipts provided by Creative Partner to customers at the time of the sale.

The Parties agree that the foregoing liquidated damage schedule is fair and reasonable.

A Creative Partner's 'Paid' is the percentage earned under the Kiwi Lane Compensation Plan during any given pay-period. For purposes of this Policy, the relevant pay-period to determine a Creative Partner's Pay is the pay-period during which the Creative Partner's partnership is placed on suspension or terminated.

## **SECTION 10 - PAYMENT AND SHIPPING**

### **10.1 - Restrictions on Third Party Use of Financial Account Access**

Creative Partners shall not permit other Creative Partners, prospective Creative Partners, customers or prospective customers to use his or her credit or debit card, or permit debits to their financial accounts, to enroll or to make purchases from the Company.

### **10.2 - Sales Taxes**

Kiwi Lane is required to charge sales tax on all purchases made by Creative Partners and customers, and remit the taxes charged to the respective states. Accordingly, Kiwi Lane will collect and remit sales taxes on behalf of Creative Partners, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If an Creative Partner has submitted, and Kiwi Lane has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Creative Partner. Exemption from the payment of sales tax is applicable only to orders that are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by Kiwi Lane is not retroactive.

### **10.3 - Shipping Schedule**

Goods are normally shipped within 2-5 business days from the date on which the order is placed.

## **SECTION 11 - INACTIVITY AND CANCELLATION**

### **11.1 - Effect of Cancellation**

So long as a Creative Partner remains active and complies with the terms of the Creative Partner Agreement and these Policies and Procedures, Kiwi Lane shall pay commissions to such Creative Partner in accordance with the Compensation Plan. A Creative Partner's bonuses and commissions constitute the entire consideration for the Creative Partner's efforts in generating sales and all activities related to generating sales. Following a Creative Partner's non-renewal of his or her Creative Partner Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Creative Partner Agreement (all of these methods are collectively referred to as "cancellation"), the former Creative Partner shall have no right, percentage, claim or interest to the customers which he or she referred, or any commission or bonus from the sales generated by the Team Members. A Creative Partner whose partnership is cancelled will lose all rights as a Creative Partner. This includes the right to sell Kiwi Lane products and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Creative Partner's former referred customers. In the event of cancellation, Creative Partners agree to waive all rights they may have, including but not limited to property

rights, to their former customer referrals and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former referrals.

Following an Creative Partner's cancellation of his or her Creative Partner Agreement, the former Creative Partner shall not hold himself or herself out as a Kiwi Lane Creative Partner and shall not have the right to sell Kiwi Lane products. An Creative Partner whose Creative Partner Agreement is canceled 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).

### **11.2 - Reinstatement Policy**

If a Creative Partner is canceled or resigns, they may sign up again at any time. Their referred customers that were linked to them will not be reinstated nor their previous compensation percentage. They will be considered a new Creative Partner for all intents and purposes.

### **11.3 - Involuntary Cancellation**

An Creative Partner's violation of any of the terms of the Agreement, including any amendments that may be made by Kiwi Lane in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary cancellation of his or her Creative Partner Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Creative Partner's last known address, email address, or fax number, or to his or her attorney, or when the Creative Partner receives actual notice of cancellation, whichever occurs first.

Kiwi Lane reserves the right to terminate all Creative Partner 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.

### **11.4 - Voluntary Cancellation**

A participant in this network/referral marketing plan has a right to cancel at any time, regardless of reason. A written Cancellation notice must be submitted to the Company via postal mail or email at its principal business address. The written notice must include the Creative Partner's signature, printed name, address, and Creative Partner I.D. Number.

### **Cancel of Online Partnership Tools**

In addition to written cancellation, Creative Partners may cancel their Creative Partner Agreement by withdrawing their consent to pay the online monthly tools membership.

### **11.5 - Non-renewal**

A Creative Partner may also voluntarily cancel his or her Creative Partner Agreement by failing to annually renew the Agreement within 30 days of its anniversary date. The Company may also elect not to renew an Creative Partner's Agreement upon its anniversary date.

## **SECTION 12 - DEFINITIONS**

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 Creative Partner includes the Creative Partner Agreement, the Kiwi Lane Policies and Procedures, and the Kiwi Lane Compensation Plan, all in their current form and as amended by Kiwi Lane in its sole discretion. These documents are collectively referred to as the “Agreement.”

Cancel — The termination of a Creative Partner’s partnership. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Household — All individuals who are living at or doing business at the same address, and who are related by blood or marriage, or who are living together as a family unit or in a family-like setting. A household includes, but is not limited to, spouses, heads-of-household, and dependent family members residing in the same residence.

Immediate Household — Spouses, heads-of-household, and dependent family members residing in the same residence.

Official Kiwi Lane Material — Literature, audio or video recordings, websites, and other materials developed, printed, published and/or distributed by Kiwi Lane to Creative Partners.

Paid — The term “Paid” refers to the percentage a Creative Partner gets paid in commissions, as determined by the Kiwi Lane Compensation Plan.

Period — A period refers to the specific time frame in which qualifications, promotions, rewards and payouts are calculated for. In the Kiwi Lane Compensation Plan, a period is equal to an actual calendar month. Six periods would be six calendar months. etc

Personal Volume (PV) — The total Qualifying Volume (QV) of products purchased by: (1) an Creative Partner; and (2) the Creative Partner’s personal Referred Customers. The Qualifying Volume is equal to the retail price it was sold for.

Recruit — For purposes of Kiwi Lane’s Conflict of Interest Policy (Section 3.12), the term “Recruiting” means the actual or attempted referring, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Kiwi Lane Creative Partner or as a Referred Customers to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Unique Share link Website — A customized web link provided by Kiwi Lane to Creative Partners which links orders back to the Creative Partner and is maintained and utilizes website templates developed by Kiwi Lane.

Resalable — Products and Sales Tools shall be deemed "Resalable" if each of the following elements are 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; and 4) they are returned to Kiwi Lane 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 Resalable.

Referred Customer — An individual who was referred by a Creative Partner and purchases Kiwi Lane products but who is not a participant in the Kiwi Lane Compensation Plan.

Retail Sales — Sales to a referred customer.

Sales Tools — Marketing or promotional materials, sales aids, recruitment aids, business marketing or business building services, training material, and/or advertising materials, of any nature that directly or indirectly promote Kiwi Lane products and/or the Kiwi Lane partnership.

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, to rate or to comment or respond to content. Examples of Social Media include, but are not limited to, blogs, Facebook, Myspace, Twitter, LinkedIn, Delicious, Pinterest, Instagram, Community and YouTube.

Referral — A Creative Partner who is the Referral of a referred customer. The act of answering their questions and introducing them to Kiwi Lane is called “referring.”