

# **GABRIELLA LAVIGNE MEMBERSHIP TERMS AND CONDITIONS**

By applying to become and accepting benefits as a Member, an Applicant agrees to be bound by the Terms and Conditions of this Agreement as they now exist or may be amended in the future.

- 1. Qualification:** An applicant has to be at least 18 years of age. An applicant that is a legal entity other than an individual must designate in writing an individual at least 18 years of age who shall agree in writing to be personally responsible for all of the Member's obligations under this Agreement.
- 2. Benefits:** Gabriella Lavigne offers the Member an opportunity to purchase Gabriella Lavigne products at wholesale price and to resell Gabriella Lavigne Products at a suggested selling price or utilize the products for personal use. Gabriella Lavigne Members may introduce other Members as provided for under the Gabriella Lavigne Compensation Plan to participate in and receive benefits under the Compensation Plan.
- 3. Margins / Profits:** Gabriella Lavigne makes no representation as to how much, if anything, the member may qualify for. Any Margins / Profits will depend on the skills and efforts of a member.
- 4. Right of Member to terminate Gabriella Lavigne Membership:** The Member may terminate the Membership with Gabriella Lavigne at any time for any reason by providing written notice to Gabriella Lavigne.
- 5. Right of Gabriella Lavigne to terminate Membership:** Gabriella Lavigne may terminate the rights of the Member in the event that the Member: Fails to comply with any of the terms and conditions of this Agreement or any Policies and Procedures of Gabriella Lavigne now in effect or as they may be amended Makes any misrepresentation or engages in any unethical practice as a Member, as determined by Gabriella Lavigne in its sole discretion
- 6. Effect of Membership Termination:** Upon termination for any reason, the Member shall cease to be a Member of Gabriella Lavigne, and the Member shall thereafter have no further rights to participate in or receive any benefits or compensation under the Gabriella Lavigne Compensation Plan.
- 7. Relationship to Gabriella Lavigne:** The Member is an Independent Contractor. This Agreement does not create the relationship of employer-employee, agency, partnership, or joint venture between the parties. The Member will not be treated as an employee for tax purposes and the Member is responsible for paying all applicable taxes.
- 8. Member Advertising:** Member advertising includes all forms of advertising, including the use of the Internet. The Member shall at no time adopt or use any word, logo, slogan or mark that is the same as or may be similar to or confusing with any trademark or service mark, logo or slogan owned or used by Gabriella Lavigne. All variations and adaptations of any trade- or service marks, logo and slogan owned or used by Gabriella Lavigne shall be the exclusive property of Gabriella Lavigne and Gabriella Lavigne shall have the exclusive right to register the same and to license the use thereof. At no time during the term of this Agreement or at any time thereafter shall the Member or anyone acting on the Member's behalf attempt to apply for registration of any trade name or trademark owned or used by Gabriella Lavigne. Gabriella Lavigne requires all Members to obtain prior approval for any advertisement content and/or any advertisement materials placed on the internet, which includes websites, hyperlink, e-mail communications, or any other electronic or computer-related medium. Further details are included in the Company's Policies and Procedures.
- 9. Heirs and Assigns:** The benefits and obligations of this Agreement shall inure to and be binding upon the respective heirs, devisees, successors, and assigns of each party; provided however, the Member may transfer the Member's rights under this Agreement only upon (1) prior written notice to Gabriella Lavigne, (2) the transferee's agreement to be bound by the terms of this Agreement, and (3) Gabriella Lavigne acceptance of the transferee as a Member.
- 10. Product Range:** Gabriella Lavigne reserves the right in its sole discretion to change its product line and prices at any time without notice and to amend the Terms and Conditions of this Agreement, its Compensation Plan and its Policies and Procedures upon giving the Member at least 30 days written notice.
- 11. Practices:** The applicant recognizes the importance of creating and maintaining the goodwill of Gabriella Lavigne customers, and further understands that Gabriella Lavigne is a Network Marketing Company whose Compensation Plan and success depend upon the efforts of its Members. It is agreed that the Member will use his/her best efforts in servicing Gabriella Lavigne Customers.
- 12. Recruitment of Members:** To protect the integrity of the Gabriella Lavigne Compensation Plan and safeguard the hard work of all Members, Gabriella Lavigne strongly discourages changes in the Upline/ Downline Family Tree Structure. Maintaining the integrity of the Upline / Downline Family Tree Structure is critical for the success of every Member and the Gabriella Lavigne Compensation Plan.
- 13. Membership Transfers:** Although the Member is an Independent Contractor, the sale, transfer or assignment of a Gabriella Lavigne Membership is subject to certain limitations. If the Member wishes to sell, transfer, or assign his/her membership, the following criteria must be met:
  - (1) The must be (or must become) a qualified Member, (2)The termination request should be sent to the Gabriella Lavigne Head Office and must state that the Member is terminating the Membership in order to sell, transfer, or assign his/her membership to another Gabriella Lavigne Member, (3) Before the sale, transfer, or assignment can be finalized and approved by Gabriella Lavigne, the selling Member must satisfy any debt obligations with Gabriella Lavigne, (4) The selling Member must be in good standing and not in violation of any of the terms of the Agreement in order to eligible to sell, transfer, or assign the membership, (5) Either the buying or the selling Member must pay the required Administration fee, (6) No changes in the Upline/Downline Family Tree Structure can result from the sale or transfer of a membership. Further details are included in the Company's Policies and Procedures.
- 14. Repurchase Policy for Terminated Members:** Upon termination of a Membership, Gabriella Lavigne will repurchase currently marketable inventory **at not less than** 90 percent of the Member's Nett costs. This repurchase will include Gabriella Lavigne Products, Gabriella Lavigne- produced promotional materials and sales aids in the "currently marketable" if they are returned for repurchase after the products' commercially reasonable useable or shelf-life period has passed or if they are products that the Company has clearly disclosed prior to purchase as seasonal discontinued or special promotion products. Any Monies due to the company or Member Volume Rebate paid to the terminated Member will be subtracted from the total amount of the refund. Any volume Rebate paid to the Upline of the terminating Member will be deducted from future Volume Rebate of the Upline Member. The Member who returns products under this 90 percent buy-back policy relinquishes his/her right to sign up as a Member in the Future.
- 15. Gabriella Lavigne Product Guarantee:** At Gabriella Lavigne we are so certain that Consumers will be completely satisfied with their Gabriella Lavigne Product experience, that Gabriella Lavigne offers a 30 day guarantee. If the consumer is dissatisfied with the Gabriella Lavigne Product for any reason, the Member shall exchange the product or refund the full purchase price to the consumer. The Member can return the product. Once the product is received at the Gabriella Lavigne Head Office the member will be given a replacement product. Prior to returning product/s to the Gabriella Lavigne Head Office for an exchange, a Return Authorization Number must be obtained from the Gabriella Lavigne Head Office Helpdesk.
- 16. Volume Rebate:** Will be paid out on the 20th day of the following month in which the product purchases from Gabriella Lavigne were made and paid for. Volume rebates for RSA Members are calculated on sales value excluding VAT. Volume Rebates for Non — RSA Members are calculated on sales value excluding VAT, transport and export subsidy. Members may also elect to use their Volume Rebate as a credit on their next Product Order.
- 17. Effective Date:** This Agreement shall become effective only upon:
  - Submission of the Registration Form to the Gabriella Lavigne Head Office
  - An official receipt for payment of the Business Kit has been issued
  - Issuance of a Gabriella Lavigne Member Code