



bon COOK, Policies & Procedures
Effective Date: August 1, 2017

Contact Information

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Section 1 – Professional Ethics

The **bon COOK** has made a commitment to provide its Consultants with high quality products, exceptional support, and a generous Income Plan. Consultants purchase products directly from **bon COOK** for both personal use and for resale to consumers. In return, a Consultant agrees to represent the products and income opportunity in an ethical and professional manner. Each Consultant agrees to abide by the following Code of Ethics:

As a Consultant:

- a. I will be respectful of people I meet while working my **bon COOK** business, during **bon COOK** Private Cooking Classes and when I travel and attend **bon COOK** events, training, and incentive trips.
- b. I will conduct myself and my business in an ethical, moral, and financially sound manner and will not engage in any deceptive or illegal practice at any time.
- c. I will not make disparaging comments about **bon COOK** Consultants, management, or employees.
- d. I will not engage any speech or activity that could harm the reputation of **bon COOK**, our Consultants, or myself.
- e. I will truthfully represent our products and make no product claim that is not contained in and supported by official publications.
- f. I will fulfill my leadership responsibilities as a sponsor by training, assisting, and otherwise supporting the Consultants in my downline organization.
- g. I will correctly and lawfully represent the Income Plan and the income potential represented therein and will not make, advertise, or communicate any false income or earnings claims.
- h. I will abide by the terms and conditions of the Agreement.
- i. I will honor the terms of the product return and refund policies with my retail customers.
- j. I will respect the sponsor relationship of other Consultants and I will not attempt to interfere with or change these relationships.
- k. I will refrain from soliciting, selling, or using my relationship or the personal and private information of other **bon COOK** Consultants.
- l. I understand my personal information may be viewed and used by members of my upline. However, any attempt to misuse the information of other Consultants is a violation of this Agreement and may result in other disciplinary action as deemed appropriate by **bon COOK**.
- m. I acknowledge that upon reaching the ranks of Group Leader, One Star, Two Star, Three Star and Four-Star Chefs within **bon COOK**, it would be considered a conflict of interest and violation of this

Agreement for me to join another competing or direct sales-related company with the intent to build a downline.

n. I acknowledge that at all times I am acting as an independent contractor and that my status can be revoked at any time at the sole discretion of **bon** COOK.

Section 2 – Purpose of bon COOK Policies and Procedure (P&P)

The **bon** Cook has policies and procedures in place to empower our Consultants to learn how to run a direct sales business; as well as to provide detailed information for our Consultants on how to run an independent business successfully. Our P&P provides a quantitative resource for operational and compliance guidelines. They also give information to explain our rules and programs to protect you, the Consultant, our customers, and **bon** COOK

These Policies and Procedures are effective as of the date above and govern the way a **bon** COOK Consultant conducts business with **bon** COOK, other Consultants, customers, and businesses you may partner with. They replace all previous versions. **bon** COOK endeavors to enforce the Policies and Procedures on a uniform and nondiscriminatory basis. However, any failure to enforce any of the provisions of the Policies and Procedures with one Consultant does not waive **bon** COOK's right to enforce any provision(s) with that same Consultant or any other Consultant.

The **bon** COOK Policies and Procedures, in their current form, and as may be amended by **bon** COOK, the Income Plan, the Consultant Application and The Consultant Terms and Agreement, any situation-specific addendum(s) thereto, and any other written agreement between the Consultant and **bon** COOK in their present forms and as amended at the sole discretion of **bon** COOK, are by this reference incorporated into, and form an integral part of, what is collectively referred to as the "Agreement." Each Consultant has the responsibility to read, understand, and adhere to the Agreement and ensure that he or she is aware of and operating under the most current version of the Agreement. By signing the Consultant Agreement, by utilizing the Consultant's Virtual Office, (CVO) or by accepting Commissions from **bon** COOK, a Consultant demonstrates that he or she has read, understands, and consents to abide and be bound by the Agreement and any amendments thereto.

The **bon** COOK may amend any part of the Agreement from time to time as laws and business circumstances change. Notice of any amendment will be published by **bon** COOK in the Consultant Virtual Office. All changes and/or amendments are effective immediately as of the date published. Amendments shall not apply retroactively to conduct prior to the date of the amendment. It is the responsibility of all Consultants to regularly review the most recently published Agreement, located in the Consultant Virtual Office. **bon** COOK will also provide a copy of the most current Agreement upon the Consultant's request.

Section 3 – bon COOK Independent Consultant Status

How do you qualify as a bon COOK Consultant?

You must:

- a. Be at least 16 years of age
- b. Be a United States citizen
- c. Have a Social Security number or, if registered as a business entity, a Tax Identification Number
- d. Have a valid email address
- e. Set up and activate a Payment Account to be paid your commissions and complete a Direct Deposit Form (Consultants under the age of 18 require the permission of a parent or legal guardian to enroll in a Payment System using the minor's **bon** COOK Account).
- f. Agree to the terms of **bon** COOK Consultant Agreement
- g. Purchase a new bon business Starter Kit

- h. Enroll in **bon** COOK as an individual, or as a business entity through, a **bon** COOK website (all Consultant requirements must be met by the business owner(s).
- i. **bon** COOK must accept your application

Responsibilities

As a Consultant, you are responsible to:

- Run your business ethically and in compliance with these Policies and Procedures as well as all other terms and conditions implemented by **bon** COOK
- Follow the Policies and Procedures and the intent of the Policies and Procedures should there be any question as to the correct action to take
- Comply with local, state, and federal laws
- Offer excellent service to your customers
- Assist and train any person you sponsor to your team
- Be helpful and courteous to other Consultants on your team
- Protect the good name, image, and intellectual property of **bon** COOK brand
- Keep all of your contact information updated in your Consultant Virtual Office.

As a **bon** Cook Consultant, you are an independent Contractor and not an employee or partner of the company. You are responsible to keep track of your own expenses and file your own taxes, both state and federal. If you earn \$600 or more in compensation, prizes, and incentives, or you purchase for resale \$5,000 or more in product in a given tax year, **bon** COOK will supply you with an IRS form 1099-Misc showing the amount of compensation you received as an Independent Contractor for the year.

Term of Consultant Agreement

The term of your Consultant agreement is one (1) year from your enrollment date. Your agreement automatically renews annually based on the terms of the Agreement so long as you remain active and your business is not voluntarily or involuntarily canceled.

Consultants pay \$10 per month for our Business Platform Fee which covers your credit card processing fees, your Consultant Virtual Back Office, your Replicated Website, ongoing training and updated marketing materials. Your fee is processed on your credit card or debit card on file the 15th of the month. Optionally, you can choose to pay your Business Platform Fee annually for \$100 up front and save \$20 a year.

If you elect to forego the fee is not paid, you will not have access to your Virtual Back Office or Replicated Website to place your orders. If you need to place an order through Customer Care, the fee per order is \$10 and a 3% Credit Card Processing Fee of the total sales of the order less tax. You will at this time have the opportunity to place your order through the **bon** COOK online ordering system only for the current order.

Activity Requirement

A Consultant is considered an "Active Consultant" with Personal Commissionable Sales (PCS) of \$400 or more in each (3) three-month rolling activity qualification period. If a Consultant does not have \$400 PCS in a 3-month qualification period, the Consultant will become inactive and ineligible for downline commissions. Commissions compress up to the next active upline.

If a Consultant does not achieve \$400 PCS or more in any 3-month rolling segment, the consultant will be notified by letter that in the following 3 months the PCS must reach \$400 or more. If the Consultant does not reach \$400 in this second 3 month period, the Consultant will not receive downline commissions and the Consultant Agreement will be permanently canceled. Any downline will roll up to the next active upline. The deactivated Consultant may have the opportunity to rejoin. See Section 5.

New Consultants have a full (6) six-month period to personally generate at least \$400 PCS to meet the activity requirement.

Section 4 - Commissions and Bonus Payments

Personal Commissions

You earn personal Commissions based on your personal sales to customers. You get a retail rebate on products you buy for personal use. These are paid at the same percentage rate, based on the retail price of the product. The percentage you receive is based on your "Paid-As" Rank in the Income Plan.

The **bon** COOK does not pay commissions on 50% off, free, promotional, branded logo items and certain other discounted items.

To receive Commissions as an IC with **bon** COOK, you must set up a **bon** COOK Payment account. All ICs are required to keep their Payment Account in good standing.

Bonuses and Overrides

You are paid bonuses on the sales of other Consultants in your downline. The bonuses are calculated on the "Paid-As" Rank you hold and the Title held by your personally-sponsored Consultants in the calendar month that the sales were made. You are paid on your personal sales and the qualified sales of Consultants in your downline.

Commissions and bonuses are paid out by the 15th of the month following the calendar month in which they were earned based on your "Paid As" Rank for the month to your Payment Account Failure to set up an active Payment Account will result in the delay of payment of commissions and/or bonuses.

You are responsible to keep information current with both **bon** COOK and your Payment Account, or Bonuses and Commissions may be late, missed, or delayed due to incomplete information or improper account set up. We are not able to expedite payments if a payment does not go through because of incomplete or incorrect information. Returned payments will be added to the following month's commission payout.

You are never paid for the act of recruiting or enrolling another Consultant.

Section 5 – Cancellation

A Consultant's Agreement may be canceled at any time by either the Consultant (voluntarily) or by **bon** COOK. If an Agreement is canceled (voluntarily or involuntarily), the Consultant will be paid any outstanding Commissions earned as of the date of deactivation. Commissions will be paid by the 15th of the following month.

After voluntary cancellation, a Consultant may reactivate. If reactivation is within (6) six months of deactivation by the Consultant, you:

- Must retain your previous Consultant ID number, and unless **bon** COOK determines otherwise:
- May not purchase a new Starter Kit
- Must keep your original sponsor
- Will not get back any previous downline
- Are not eligible to participate in any new Consultant programs or awards.

If reactivation is more than six-months after cancellation, the returning Consultant has two choices:

1) Purchase a new **bon** Business Starter Kit; be assigned a new Consultant ID number, and be eligible to participate in new Consultant programs and awards.

OR

2) Reactivate your former Consultant account, purchase current Marketing Materials of current business supplies and NOT be eligible for new Consultant programs and awards.

The returning Consultant may change sponsors, but is not required to do so.

If you wish to voluntarily cancel your Consultant Agreement with **bon** COOK, you must do so in writing via Support@boncook.com. Please include your name and Consultant ID number. The effective date of your cancellation may be up to 30 days after your request is received.

Section 6 – Leave of Absence: Maternity, Military, or Illness

Maternity Leave

1. Any Consultant may apply for maternity leave and be waived from the Personal Volume or “Active Consultant” requirement for up to four months.
2. To qualify, you must contact Customer Care at support@boncook.com to request, and get approval in writing from **bon** COOK, at least 30 days before the date of the leave.
3. All other Income Plan requirements continue during maternity leave.
4. Consultant acknowledges and agrees that **bon** COOK may require certain documentation in order to evaluate any request for leave.

Military Leave

An active duty or reserve military Consultant that is transferred to a U.S. military base outside of the U.S.A. may continue to maintain active status if:

1. You maintain Personal Commissionable Sales volume through your Consultant website.
2. You do not sponsor or sell products to any individual who resides outside the 50 United States or US territories, unless they are on a US Military Base.
3. You continue to maintain contact and support your team and company through phone, web, email, etc.

If a Consultant is not able to maintain support of a downline or customers, their **bon** COOK account will be put on hold as a Consultant until you return to the United States. Active Consultant status may be put on hold for 6 months. If you will be out of the country for more than 6 months, it will likely be in your best interests to start fresh upon your return.

All communications from **bon** COOK will be through normal Consultant communications such as email, text message, the Consultant Virtual Office, and/or newsletters. No product will be sent while outside the United States unless it is to APO/FPO mail.

To qualify for military leave, a Consultant must contact Consultant Care at support@boncook.com to request military leave at least 30 days before the leave begins and **bon** COOK must approve your request prior to starting your leave. In the case of an unexpected call to serve, we will do our best to work with you.

Illness or injury Leave

A leave of absence resulting from illness or injury will be considered on a case-by-case basis.

1. To qualify for illness or injury leave, a Consultant must contact Consultant Services at support@boncook.com to request, and have the leave approved, within 2 weeks of the onset of the illness or injury.

Section 7 – Returns

If a Consultant decides to cancel her or his relationship with **bon** COOK, the Consultant may return any “resalable” contents from the original kit for a refund within 90 days of enrollment.

The contents must be:

- Unopened, unused and currently in our product line
- Packaging and contents must be in perfect, resalable condition

- Food product must be untampered and in current usage date
- You are required to ship all returned product back to the company at your own expense. **bon COOK** is not liable for any damage or loss of returned product. Please use a qualified carrier, send it to the correct address, and package the return carefully.
- No refund or credit will be issued until product has been received, reviewed, and logged back into the current inventory of **bon COOK**. A Consultant Support Specialist will process the return. Credit will be issued only to the credit card used to purchase the starter kit, and may take up to 10 business days to show as a refund once the return has been authorized by **bon COOK**.
- Consultants are responsible for all incurred shipping expenses.

Account Cancellation Returns

Upon cancellation of a Consultant's Agreement, the Consultant may return **bon** Business Starter Kits, products, and sales tools that she or he personally purchased from **bon COOK** that are in resalable condition (see Definition of "Resalable" below) so long as the products and/or Sales Tools were purchased within one year prior to the date of cancellation. **Proof of purchase or invoice numbers must be included.** Consultants are responsible for all incurred shipping expenses.

Upon receipt of a resalable **Bon** Business Starter Kit and/or resalable products and sales aids, the Consultant will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping and handling charges incurred by a Consultant when the **Bon** Business Starter Kit, products, or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If a Consultant was paid a Commission based on a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the Commission that was paid based on that product purchase will be deducted from the amount of the refund.

Products and Sales Tools shall be deemed "resalable" if: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; and 3) it is returned to **bon COOK** within one year from the date of purchase (the 12-month limitation shall not apply in Maryland, Massachusetts, and Wyoming). Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or as a seasonal item, shall not be resalable. Consultants are responsible for all incurred shipping expenses.

Montana Residents

A Montana resident may cancel her or his Consultant Agreement within 15 days from the date of enrollment, and may return her or his **Bon** Business Starter Kit for a full refund within such time period
Section 27 – Competition & Confidentiality Conflicts

Customer Returns and Refunds

The **bon COOK** offers a money-back guarantee on products returned within 30 days from the date of sale to be eligible for a refund or credit. Products must be returned in their original packaging and must be unopened and unused. The product must not be altered, damaged, or marked upon in any way.

Products purchased from a Consultant's replicated website and shipped directly to the customer by **bon COOK** must be returned to **bon COOK** we will issue a refund to the customer. Products sold to a customer by a Consultant from her or his inventory must be returned to the Consultant who sold the merchandise, and it shall be the responsibility of the Consultant to issue the refund to her or his customer.

No refund is available for products damaged by abuse or misuse, or for merchandise sold on a closeout or clearance sale, or which is otherwise sold as a "special" and identified as nonrefundable.

Shipping costs are not refundable, and it is the customer's responsibility to pay for return shipping charges on merchandise being returned to **bon COOK** unless the merchandise is defective or is received by the customer in damaged condition.

Please send all returns to:
bon COOK, Returns
34901 Woodward Ave. Suite 201
Birmingham, MI 48009

You are responsible to track and retain records of your product credits.

bon COOK does not accept the return of tools for refund for any reason except upon a Consultant's cancellation of her or his business, as outlined above. Customers may exchange items for credit only, within 30 days of purchase, if the item is in resalable condition and was not on sale, clearance, or closeout.

If you receive an item that is damaged, broken, or defective, please contact us as soon as possible. **bon** COOK only accepts these claims within five (5) business days of receipt. Please examine each shipment of product or tools carefully and contact us in a timely manner. Photos may be requested. A pre-paid shipping label may be provided to you by **bon** COOK for any necessary returns of defective items. If the damage or defect is a direct result of the shipping carrier, you may be likewise asked to help participate in any claims **bon** COOK may file to collect reimbursement for damages to your order. Limit of one return per order.

Shipments lost by a carrier are the responsibility of the Consultant and their carrier. **bon** COOK is happy to assist with relevant information such as ship dates and tracking, but is not responsible for packages once they have left the warehouse.

If there is an error in your shipment, contact **bon** COOK to rectify the issue within five (5) business days. We regret we cannot correct any shipments, replace missing ordered product, etc. if we are not informed via the ticketing system or by calling 888.838.1998 within five (5) business days. Please check all received orders for both tools and product promptly.

We will work with you to repair any errors as quickly as we are able including expedited shipping when necessary. We do not currently offer expedited shipping on either tool or product shipments.

Section 8 – Leadership Responsibilities

As a Group Leader and above, Star One, Star Two, Star Three, Star Four, you accept the responsibility of providing support to your Team. A Group Leader and above must do the following to maintain the title of Group Leader or higher:

- Meet all requirements in the Income Plan at your titled rank
- Engage and assist Consultants on your Team that contact you in need of assistance
- Develop professional relationships and communication with Group Leaders and Star Chefs in your upline and downline.
- Follow and comply with these Policies and Procedures.

Group Leader and Star Levels

Group Leaders and above sign an additional **bon** Leader Agreement outlining their privileges and responsibilities. They participate in an empowering **bon** Leader training course.

As a Group Leader and One, Two, Three or Four Star, you may be invited by **bon** COOK to participate in events, discussions, or other various activities related to **bon** COOK's business exclusively for leaders. This invitation is at the discretion of the company and is not guaranteed.

Developing leaders is a critical part of our **bon** COOK success, we count on you to succeed and lead your teams to grow with you, as we grow **bon** COOK together. As leaders, you are the role models and empower others inside and outside of your personal organization to reach for their goals and build businesses to support a good life, the **bon** Life!

If a leader, does not maintain rank requirements, she or he will be paid at the highest rank achieved in the current commission period. All leaders must meet the maintenance requirements at least once in a rolling three-month period.

Section 9 - Conflict of Interest, Copyrights, Confidentiality

As a Consultant, you use both the **bon** COOK brand and products to build a business. In order to protect our brand, as a Group Leader or above, **bon** COOK considers it a conflict of interest and violation of this Agreement to join another direct sales company with the intent to build a team. Doing so could result in disciplinary action or termination as deemed appropriate by **bon** COOK.

bon COOK owns all of the rights, copyrights, and privileges to the resources provided to and used by our Independent Consultants. **bon** COOK resources, proprietary Consultant information, products, and supplies are for **bon** COOK business use only and cannot be used to create or build any other business. Improper use of **bon** COOK resources is a violation and could result in disciplinary action, including termination.

Confidentiality is necessary at **bon** COOK. Our products change frequently to keep our offers fresh. It is important to be able to introduce new products with the element of surprise. To prevent situations that affect decision-making, judgment, job duties or loyalty between **bon** COOK Consultants and **bon** COOK employees, we require relationships between Consultants and Employees to be purely professional to prevent any conflict of interest.

Section 10 – Enrolling

Opportunity and Responsibility

- All Consultants have the opportunity to sponsor other individuals into their Teams.
- You are not required to recruit to be compensated for personal sales.
- Any person that wants to enroll with you in **bon** COOK must enroll on your **bon** COOK Independent Consultant Personal Replica Website.
- You have the responsibility to provide support to any Consultant you personally sponsor.

Enrolling Consultants from Other Direct Sales Companies

- **bon** COOK does not encourage or support the practice of enticing Consultants from other companies to join **bon** COOK and as a **bon** COOK Consultant you shall refrain from such activity.
- If a Consultant from another company contacts you, or in your normal course of business you meet a representative from another company, that desires to join **bon** COOK, it is acceptable to offer them the opportunity to join. It is, however, a violation of the Policies for any **bon** COOK Consultant to entice someone to leave a company with which they are currently enrolled through negative or deceptive practices, or to target Consultants from any specific company for the purpose of enticing them and/or other team members to join **bon** COOK.
- **bon** COOK Consultants can only offer the “Current Enrolling Exclusives” to potential New Consultants to join **bon** COOK.

Section 11 – Joining Other Companies as a Sales Consultant

You may join other companies with the following limitations:

- While an Active **bon** COOK Consultant, you may not join or participate in another company that markets similar products as offered by **bon** COOK such as cooking or food-oriented product lines. Final determination is at the discretion of **bon** COOK...
- You cannot sponsor any of your currently enrolled **bon** COOK frontline Consultants into another company or business.
- Once you reach the status or ranking of a One Star Chef within **bon** COOK, it would be considered a conflict of interest and violation of this Agreement for a **bon** COOK Consultant to join another competing or direct sales related company with the intent of selling and building a team. Doing so could result in a demotion or other disciplinary action as deemed appropriate by **bon** COOK, including but not limited to termination.

Integrity in Enrolling Others

Any Consultant who falsifies the enrollment of another person or a phantom person will be canceled immediately. You may not use your credit card to enroll another person in **bon** COOK.

Sponsor Change

An Active Consultant may not change their personal sponsor. If your sponsor is canceled for any reason, you will be moved up to the next Active Consultant who then becomes your new sponsor.

Consultants waive any and all claims against **bon** COOK, its officers, directors, owners, employees, and agents that relate to or arise from the company's decisions regarding the disposition of any downline organization that develops below an organization that has improperly changed lines of sponsorship.

Section 12 – Sale, Transfer, or Assignment of a bon COOK Business

It is the intent of **bon** COOK to allow any Consultant who achieves the Rank of Two Star or above, who wishes to sell, transfer, or assign her or his **bon** COOK business to do so subject to the discretion of **bon** COOK to prohibit or override such sale, transfer, or assignment. The sale, transfer, or assignment is subject to certain conditions and limitations, and must follow the process and conditions prescribed below:

1. Any Consultant at the Rank of Two Star or above, may sell, transfer, or assign her or his business. The seller must inform **bon** COOK in writing via a Support Request of her or his intent to do so. Before the sale, transfer, or assignment can be finalized and approved by **bon** COOK, any debt obligations the selling Consultant has with **bon** COOK must be satisfied. Any sale, transfer, or assignment must include a Consultants entire business, i.e. a Consultant may not sell portions of her or his downline.

For additional information please see the Leader Guide.

Separation of a bon COOK Business due to Divorce or Business Break-up

When a **bon** COOK business is jointly owned and operated by a spousal partnership, or as a business entity, there must be a way to equitably separate that **bon** COOK business in the event of a divorce or the dissolution of the business entity.

If agreement cannot be reached in the best interests between the Consultants, **bon** COOK, at its sole discretion, **bon** COOK has the right to involuntarily cancel the Consultant Agreement.

For additional information please see the Leader Guide.

Succession Due to Death or Incapacitation

In the event of your death or incapacitation, your **bon** COOK business may be passed to your heirs if you are at the Rank of Two Star Chef or above. For this to occur, the necessary legal documentation must be submitted to **bon** COOK. If you wish to bequeath your business, please work with an attorney to prepare a will (or other testamentary instrument). The successor(s) must:

1. Execute a new Consultant Agreement or Business Agreement

2. Comply with terms and provisions of the Agreement and
3. Meet all of the qualifications for the deceased Consultant's rank.
4. Bonuses and Commissions of a **bon** COOK business transferred in this manner will be paid in a single installment. If the business is bequeathed to multiple heirs, they must form a business entity. **bon** COOK will issue all bonus and Commission checks and one IRS Form 1099-Misc to the business entity.

Transfer Upon Death of a Consultant

To facilitate the transfer of a **bon** COOK business, upon the death of a Consultant at the rank of Two Star Chef or above, the successor must provide the following to **bon** COOK:

- A copy of the death certificate
- Letters testamentary or written instructions from the executor of the estate providing instruction on the disposition of the business; and
- A completed and executed Consultant Agreement by the beneficiary or trustee if the business is to be held in trust.

Section 13 – Income Claims

Because **bon** COOK Consultants do not have the data necessary to comply with the legal requirements for making income claims, a Consultant, when presenting or discussing our **bon** COOK opportunity or Income Plan to a prospective Consultant or to others in any context, may not make income projections, income claims, or disclose her or his **bon** COOK income (including, but not limited to, the showing of Commission information, bank deposit records, bank statements, tax records, etc.).

Section 14 – Bonus Buying or Inventory Loading

Consultants must never purchase more products than they can reasonably use or sell to retail customers in any month. Additionally, Consultants must not attempt to influence any other Consultant to buy more products than they can reasonably use or sell to retail customers in a month. Such “bonus buying” or other “inventory loading” is strictly prohibited. This includes any attempt, directly or indirectly, to qualify for rank advancement, incentives, prizes, trips, commissions, or bonuses that is not driven by actual products purchased by end user consumers and/or enrollments of fictitious Independent Consultants. Bonus buying includes, but is not limited to, purchasing products through a fictitious or any other deceptive selling or recruiting activity.

Section 15 – Selling and Ordering

Where to sell bon COOK

As a **bon** COOK Consultant, you have the opportunity to sell **bon** COOK products to any retail customer within the United States or on a U.S. Military Base using APO/FPO shipping. **bon** COOK does not do business outside of U.S. We do not ship to any location outside of the U.S.

bon COOK Pricing

Consultants and customers purchase **bon** COOK products at the retail price. Although you may offer discounts to your customers, it is a violation of our policies to advertise any price other than the retail price published by **bon** COOK. Advertisements include, but are not limited to, all printed media, electronic media, and social media. You may offer personal discounts to specific customers in private environments such as, “secret” or “closed” Facebook groups or social media groups whose postings are not visible to non-members of the group. You may not entice any person to join **bon** COOK by offering an incentive or a discount on her or his Starter Kit. Incentives to join include anything of monetary value. All new Consultants must join by purchasing a Starter Kit, directly from the company, at the published price.

A **bon** COOK Consultant may not purchase **bon** COOK products from any other **bon** COOK Consultant for any reason.

Sales Opportunities

Private Cooking Classes/In-Home Cooking Classes/Houses

- **The Cooking Class** or party is the basic sales method of any party plan business. As a Consultant, you are encouraged to enlist a host to invite friends and family into her or his home for a quick and fun demonstration and to experience the unique **bon** COOK products.
- Remember to make these parties/classes simple and fun. Your **bon** COOK CVO has ideas and suggestions to make your Classes/Events successful. Open Houses are similar to a party/class but are usually less structured to allow guests to come and go for a specific time period.
- **Online Sales** (through your **bon** COOK Independent Consultant Personal Website)
Your personal Consultant website allows U.S. retail customers to order any **bon** COOK product from your shopping cart. These products will be shipped directly to the customer. You will earn personal Commissions on these sales. All other online sales are prohibited, including but not limited to eBay, Amazon, Etsy, Varagesale, Craigslist, auction sites, custom shopping carts, and similar online sites.
- **Person-to-Person**
Your business is designed to go anywhere with you. You can take orders from a customer, enter the order in your Consultant Virtual Office, and have them shipped directly to the customer. Inventory is optional, but may be kept on hand so you can sell products directly to your customer. We do not require any Consultant to maintain inventory.
- **On-the-Go Classes**
On-the-Go Parties allow a customer to take samples, catalogs, and order forms to her or his office or friends and family to share and allow these customers to take orders for a given period of time. At the end of the time allotted, orders are returned to the Consultant. Once completed, the Consultant can enter the order as a party order.
- **Events, Fairs, Farmers Markets**
As a Consultant, you may sell **bon** COOK products at events such as fairs and trade shows as long as it is a temporary event with duration of 30 consecutive days, or less, and your participation in any event or location cannot be longer than 30 days in a six-month period. You must be present at your booth 75% of the time and the registration and payment must be in your name.
 1. Sign-up through the event manager of the show or fair
 2. Identify yourself on the event application as a **bon** COOK Consultant
 3. Keep copies of all signed Agreements and payments.

Note: **bon** COOK has no control over event organizers so it is your responsibility to maintain a professional booth, comply with all **bon** COOK Policies and Procedures, and comply with all event policies and rules of conduct.

Retail Store Sales

The cash and carry of any **bon** COOK products from a retail store or commercial business is prohibited. You may put up a display of any current **bon** COOK products in a retail store but no sales may be transacted at this business location unless you have held a private cooking class at this location and the orders you receive are from the participants of the class. The purpose of the display is for promotion only. This display may include samples and business cards, flyers, or other marketing materials.

Temporary Retail Event Location

What can you do? Event rules are determined by the agreement between you, the Independent Consultant, and the event organizer. **bon** COOK Independent Consultants assume all legal and moral responsibilities of any Agreements with outside events and vendors solely. If the rules allow, you may:

- Set up a display promotion, information, display signage, decor, or banners
- Display promotion samples, signage, information, or banners
- Distribute samples or promotional materials such as flyers, business cards, catalogs
- Offer cash and carry
- Hold drawings and giveaways, as permitted by the venue and local laws
- Provide demonstration products, games, giveaways

- Authorize staff to share promotional materials and samples
- Promote without cash and carry sales for Up to 30 consecutive days
- Have more than one **bon** COOK Consultant involved, if allowed
- Offer specials and sale prices
- Post information about local events (i.e. invitations to a Cooking Class or local event)
- Consultants MUST spend 75% or more PERSONALLY attending their event

Section 16 – Making Payments, Submitting Orders, Delivery, and Sales Tax

Forms of Payment

- All online orders must be submitted with a valid credit card or **bon** COOK Payment Account.
- You may collect payment for orders in the form of cash, check, credit card, or other electronic payment. When you submit your order to the company either as a single order or a class order, it must be made with a valid credit card or an ACH Debit.
- All checks must be made payable to you, the Consultant. When a customer pays in cash or check, you are responsible to submit the order with your credit or debit card.
- **bon** COOK will accept and process all major credit card payments from your customers on your behalf at no additional cost to you. If a credit card is declined, we will work with the Consultant to collect payment. **bon** COOK does not assume final responsibility for declined credit cards. If a credit card is declined, the Consultant can either remove the order from the party or collect alternate payment from the customer prior to submitting the party order. The billing address for the credit card must match the customer's address on the order form.
- It is the Consultant's responsibility to safeguard credit card information, use a secure Internet connection when submitting orders, and to destroy credit card information when the order is complete. It is a good idea to keep a copy of customer order forms on file for one year in case of a disputed charge.
- You may choose to accept or decline check payments at your discretion. You are responsible for checks written to you. It is your responsibility to collect payment for a bounced check.

Order Submission

All Private Cooking Classes or orders must be closed and submitted within 5 days of the class or receipt of the order. Online Parties and On-the-Go Parties must not be held open for more than 21 days and must be submitted within 5 days of closing the party.

Delivery to the Customer

As an Independent Consultant, it is your responsibility to make sure that all **bon** COOK orders are delivered to the customer in a timely manner. If the order is sent to you, this is simply good business. This also includes any orders shipped directly to your host. Follow up to be sure the order has arrived and encourage your host to get customer orders to them as quickly as possible.

Sales Tax

In all states that have a sales tax requirement, our **bon** COOK software system calculates the correct rate based on the delivery address of the order. You must collect sales tax for each order from the customer.. **bon** COOK will remit the sales tax to the appropriate state on your behalf so you are not to report and submit sales tax payments. You ARE responsible to collect sales tax on the sales you make.

Business Supplies

Business supplies such as catalogs, order forms, and other marketing materials are available to Consultants. Some supplies may be available as a free download through your **bon** COOK CVO or purchased in **bon** COOK online ordering system.

- Supplies are non-commissionable and do not count toward volume qualifications.
- Consultants may not sell supplies or marketing materials to other Consultants
- Business supplies are non-returnable except for current supplies in new, unused condition upon the termination of a Consultant's business.

- You may exchange any supply not on sale, closeout, or clearance for credit ONLY within 30 days of purchase in unused and in resalable condition. You pay the cost of return shipping on business supplies. **bon COOK** is not liable for any return lost in transit by any carrier.
- **bon COOK** reserves the right to reject any return of business supplies.
- You are not required to buy business supplies. These tools are offered to you for the sole purpose of promoting your **bon COOK** business.

Section 17 - MARKETING AND SOCIAL MEDIA GUIDELINES

PART I - MARKETING YOUR **bon COOK** BUSINESS

General

It is your responsibility to safeguard and promote the good reputation of **bon COOK**; to ensure that your marketing efforts contribute to the public interest; and to avoid discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

bon COOK Logo.

If you use a company logo in any communication, a representative logo which states that you are an Independent Consultant must be used. Using any other **bon COOK** logo requires written approval. Please see example below:



Logo **Approved** for Consultant use

Trademarks & Copyrights

You can use **bon COOK** trade names, trademarks, designs, images, or symbols only with prior written permission, except as outlined in this section. When using the names **bonMat®**, **Roul'Pat®**, or **Flexipan®**; all words must be followed by the trademark symbol. Video or audio recordings of company events, training and/or speeches are also copyrighted, and can only be distributed with written permission.

The name **bon COOK** is a trademark of **bon COOK** and is supplied to you for your use only in an authorized manner. The full company name, **bon COOK**, must always be used in communications regarding the company. The name "Demarle at Home" is not owned by **bon COOK**, Inc. and cannot be used when referring to **bon COOK**. **bon COOK** is registered as a DBA of Demarle at Home, Inc.

As a Consultant, you may use **bon** COOK name in the following manner:
Independent Consultant's Name, **bon** COOK Independent Consultant

Example: Sarah Smith, **bon** COOK Independent Consultant, (or other variations of the Independent Consultant's Name)

As a Consultant, you may use the **bontreprenuer**[™] name in the following manner:
Independent Consultant's Name, **bon** COOK **bontreprenuer**[™]

Example: Sarah Smith, **bon** COOK **bontreprenuer**[™], (or other variations of the Independent Consultant's Name)

Domain Names, Email Addresses, and Online Aliases.

It is not permitted for anyone to use or register **bon** COOK or any of **bon** COOK's trademarks, product names, or any derivative, for any Internet domain name, email address, social networking profiles, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading, in that they cause individuals to believe or assume the communication is from, or is the property of **bon** COOK, Inc.

Examples of improper use are: sarahwithbonCOOK@gmail.com
sarahatbonCOOK@yahoo.com
www.bonCOOKconsultant.com
facebook.com/bonCOOKpartyplanner
or
bon COOK showing up as the sender of an email.

Bringing Your Facebook Into Compliance.

If you have a Demarle at Home Facebook page you must merge that existing page with a new, **bon** COOK Facebook page. You may also create a **bon** COOK Facebook page, and chose not to merge your Demarle at Home page, but you must archive and or delete the Demarle at Home Facebook page. Renaming, or keeping an existing Demarle at Home Facebook page active will violate the terms of this agreement. You are required to delete the noncompliant account and create a new Facebook page, or merge the noncompliant account with a new **bon** COOK Facebook page.

Creating Marketing Materials

You may create personalized marketing materials in alignment with **bon** COOK Brand Book in your CVO.

Advertising/Marketing Guidelines

All advertising and marketing materials you use must meet **bon** COOK Advertising Guidelines. These guidelines are in place to protect you, your business, our customers, and **bon** COOK. Approved logos, photos, and other design elements are provided in the **bon** COOK CVO to help you create materials that follow appropriate trade and branding standards. The misuse of these design elements may result in the disciplinary action as deemed appropriate by **bon** COOK.

Approved Advertising and Tools Personal Branding

bon COOK has gone to great lengths to provide high quality marketing tools at fair cost to help you build your business. You'll find them on our **bon** COOK CVO.

- **bon** COOK's name, logos, and product names are trademarks and trade names belonging to **bon** COOK
- Consultants must not use **bon** COOK's trademarks or trade names in any marketing material that they create with the exception of those marks and images that are approved for Consultant use and posted in our **bon** COOK CVO.
- The misuse or infringement of **bon** COOK trademarks may result in disciplinary action as deemed appropriate by **bon** COOK, including but not limited to legal action.

Business Cards

There are several styles to choose from in our **bon** COOK CVO.

Web or Phone Listings

If you post your business in a telephone book or on the web you must use the following format:

- Your name or business entity name
- **bon** COOK Independent Consultant or **bon** COOK Independent Consultant /Your Title
- You may not imply you are a **bon** COOK Corporate presence or an employee
- Phone, Internet access, and all Agreements must be put in your name or business name only.

If you choose to do any telemarketing, you must comply with federal/state/local solicitation laws.

Use of Third Party Intellectual Property

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. If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property, and paid the appropriate license fee, if applicable.

Advertising Materials and Approval

You can advertise or promote your **bon** COOK business using only our approved tools, templates, ads, or images acquired through the **bon** COOK Brand Book. No approval is necessary to use these approved tools. If you wish to design your own online marketing materials of any kind, your designs must be submitted to **bon** COOK for consideration and inclusion in the template/image library.

Media and Media Inquiries

If a member of the press or media, including blogs with 1,000 or more unique visitors per month, contact you about **bon** COOK or your **bon** COOK business, you must contact **bon** COOK before you respond or disclose any information. If **bon** COOK requests that you not respond to such press or media inquiry, or requests that you refer the press or media contact to **bon** COOK to respond, you agree that you will comply with such requests.

With prior approval you may reach out to the media or distribute a press release in your community about your business, including information about **bon** COOK, our products, and the business opportunity.

Consultant Release

By entering into the Consultant Agreement, you authorize **bon** COOK to use your name, testimonials, and/or likeness in **bon** COOK advertising or promotional materials with no remuneration. Additionally, you consent to and authorize the use and reproduction of any and all photographs taken by or supplied to **bon** COOK, and further consent to the use and reproduction of any quotes, testimonials, stories, conversations, on social networking media for any print or electronic publicity, marketing or promotional purposes, without remuneration.

PART II - WEBSITES AND BLOGS

Consultant Websites

When you sign up as a **bon** COOK Consultant you subscribe to a **bon** COOK Personal Website to facilitate a simple online buying experience for your customers. You are solely responsible and liable for the content on your **bon** COOK Personal Website and must regularly review your personal content to ensure it is accurate and relevant.

It is not permitted to use your Personal Website to promote, market, or sell anything other than **bon** COOK products, services, or business opportunities. Because your Personal Website resides on the **bon** COOK.com domain, **bon** COOK reserves the right to receive analytics and information regarding the usage of your website.

The term *Replicated Website* (aka: your personal **bon** COOK website) refers to the external-facing Consultant Website offered by **bon** COOK to you included in your monthly \$10 business fee. The term *registered external website* refers to your own **bon** COOK approved personal website (if you have one), or other **bon** COOK approved web presence that is hosted on non-**bon** COOK servers and has no official affiliation with **bon** COOK, Inc. You are not permitted to monetize your Personal Website or your registered external website through affiliate programs, adSense, or similar programs.

You are allowed one external website or blog (not including a team site you may develop as a leader) to personalize your **bon** COOK business and/or promote the **bon** COOK opportunity. If you wish to develop an external website you must do the following:

1. Subscribe to a **bon** COOK Personal Website
2. Register your external website with **bon** COOK
3. Adhere to the branding and image usage policies described in this document
4. Agree to modify your website to comply with current or future **bon** COOK policies
5. Agree to remove all references to **bon** COOK within five days from your registered external website in the event of the voluntary or involuntary cancellation of your Consultant Agreement

A blog or website developed on a blogging platform that is developed for the primary purpose of marketing or promoting **bon** COOK products and/or **bon** COOK business opportunity is considered an external website and must be registered with **bon** COOK. Blogs, created by you or others, that are developed primarily for other purposes that mention **bon** COOK and direct traffic to your website(s) do not need to be registered.

If you are a **Group Leader** or above, in addition to your registered external website or Facebook page to promote your personal business, you may have one additional registered external website that may be used to support your team (which must also be registered with **bon** COOK) if you so choose. This site may not be used to promote your **bon** COOK business or to drive or redirect traffic to your other websites.

External Website Content

You are solely responsible and liable for your own website content, messaging, claims, and information and must ensure your website appropriately represents and enhances **bon** COOK brand and adheres to **bon** COOK guidelines and policies. Additionally, your website must not contain disingenuous pop-up ads or promotions or malicious code.

Decisions and corrective actions in this area are at **bon** COOK's sole discretion.

bon COOK Independent Consultant Image

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your registered external website:

1. **bon** COOK Consultant Logo
2. Your Name and Title

3. Your Photo

In addition, every page must include a link to either your Personal Website or our **bon COOK** corporate website.

You can register your Blog by submitting a request for approval to info@boncook.com. Please allow 1-2 business days for a response.

*Although **bon COOK** brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Consultant site, and not a **bon COOK** corporate page.*

External Sites Must Exclusively Promote bon COOK

Your **bon COOK** external website must contain content and information that is exclusive to **bon COOK**. You may not advertise other products or services other than **bon COOK** product lines and our **bon COOK** business opportunity. Any site or profile that you maintain that uses **bon COOK** trademarks must exclusively promote **bon COOK**.

No eCommerce or Stock-and-Sell Retailing

Your registered external website must only facilitate the entry into your **bon COOK** Personal Website, and/or build your business mailing list. You may not stock and sell **bon COOK** products, nor may you facilitate an eCommerce environment that would support this model. All orders must be placed through your official Personal Website or our **bon COOK** Online Ordering System.

bon COOK Hotline

When directing readers to your registered external site or personal site it must be evident from a combination of the link, and the surrounding context, to a reasonable reader, that the link will be resolving to the site of an **bon COOK** Independent Consultant. Attempts to mislead web traffic into believing they are going to a **bon COOK** corporate site, when in fact they land at a Consultant site will not be permissible. The determination as to what is misleading or what constitutes a reasonable reader will be at **bon COOK**'s sole discretion.

External Website Termination

In the event of the voluntary or involuntary cancellation of your Consultant Agreement, you are required to remove all references to **bon COOK** within five days. Your external website may be transferred to another **bon COOK** Consultant, subject to **bon COOK**'s approval, on a case-by-case basis.

When your **bon COOK** business is cancelled for any reason, you must within five days discontinue using the **bon COOK** name, and all of **bon COOK**'s trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all social media sites that you utilize. If you post on any social media site on which you have previously identified yourself as an **bon COOK** Independent Consultant, you must conspicuously disclose that you are no longer an Independent Consultant for **bon COOK**.

PART III - ONLINE ADVERTISING, MARKETING, AND PROMOTION

Social Media

Social media and social bookmarking, including, but not limited to; blogs, Facebook, Twitter, LinkedIn, Pinterest, Google+, Reddit, Snapchat, Digg, Flickr, Instagram, and others, may be used by Consultants. However, Consultants who elect to use social media must adhere to the requirements set forth in this subsection as well as **bon COOK**'s policies relating to marketing your **bon COOK** business.

Consultants Are Responsible For Their Postings

Consultants are personally responsible for their own postings and all other online activity conducted on behalf of the Consultant's business, and/or which can be traced back to the company, and will be held fully responsible for any and all such activities. This applies even if a Consultant does not own or operate a blog, website, or social network site. If a Consultant posts any comment to any such site that relates to **bon COOK** or that can be traced to **bon COOK**, the Consultant is fully responsible for the posting.

Identification as a bon COOK Consultant

When marketing your **bon COOK** business you must disclose your full name on all social media postings, and clearly identify yourself as an **bon COOK** Independent Consultant. Anonymous postings or use of an alias is prohibited.

Truthfulness in Online Postings

It is your obligation to ensure your postings and other online marketing activities are truthful, are not deceptive, and do not mislead customers or potential Consultants in any way. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to **bon COOK** income plan, **bon COOK**'s products and services, and/or your biographical information and credentials.

Websites and web promotional activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include spam linking, unethical search engine optimization tactics, misleading click-through ads (ex: having the display URL of a PPC campaign appear to resolve to an official **bon COOK** Corporate site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. **bon COOK** will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

Respecting Privacy

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

Professionalism

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

Prohibited Postings

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

- Sexually explicit or obscene
- Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise)
- Graphically violent, including any violent video game images
- Solicitous of any unlawful behavior
- A personal attack on any individual, group, or entity
- In violation of any intellectual property rights of **bon COOK** or any third party

Responding to Negative Posts

Do not converse with anyone that places a negative post against you, other Independent Consultants, or **bon COOK**, Inc. Report negative posts to the company at info@boncook.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 **bon COOK**, and therefore damages the reputations and goodwill of **bon COOK**.

PART IV – INTERNET ADVERTISING/AWARENESS GENERATION

Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell, or retail specific **bon** COOK products or product bundles. You may use online classifieds for prospecting, recruiting, sponsoring, and providing information to the public about **bon** COOK and the business opportunity, provided **bon** COOK-approved templates/images are used. These templates will identify you as an **bon** COOK Independent Consultant. If a link or URL is provided, it must link to your Personal Website or your registered external website.

eBay/Online Auctions

You may not list or sell **bon** COOK products on eBay or other online auctions, nor may you enlist or knowingly allow a third party (customer) to sell **bon** COOK products on any online retail store or ecommerce site.

Online Retailing

You may not list or sell **bon** COOK products on any online retail store or ecommerce site, nor may you enlist or knowingly allow a third party to sell **bon** COOK products on any online retail store or ecommerce site.

Banner Advertising

You may place banner advertisements on a website provided you use **bon** COOK approved templates and images. All banner advertisements must link to your Personal Website, a registered external website, or the **bon** COOK corporate website. You may not use blind ads or web pages that make product or income claims that are ultimately associated with **bon** COOK products or the business opportunity.

Unsolicited Email Spamming/Mass Emailing

Transmission of mass, unsolicited emails to promote **bon** COOK, its products, or the business opportunity to people who you do not know, or who have not given you permission to contact them, is prohibited. People who are ‘**opt in**’ subscribers, who have initiated a request to be included in bulk emailing, newsletter, or other standardized communications from you, are allowed.

Spam Linking

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

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

Social Networking Sites

Social networking sites (Facebook, Twitter, LinkedIn, Pinterest, Instagram, Snapchat, Google+, Reddit, Flickr, Digg, blogs, forums, and other social shared interest sites) may be used to share information regarding **bon** COOK business opportunity and for prospecting and sponsoring; however, these sites may not be used to sell or offer to sell specific **bon** COOK products. Profiles you generate in any social community where you mention or discuss **bon** COOK, must clearly identify you as an Independent Consultant for **bon** COOK, include your photo as your main profile picture, and when you participate in those communities you 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 **bon** COOK’s sole discretion, and offending Consultants will be subject to disciplinary actions and/or termination. Banner ads and images used on these sites must be current and must come from the **bon** COOK approved library. If a link is provided, it must link to your Personal Website or a registered external website.

Digital Media Submission (YouTube, iTunes, Photo Bucket, Vimeo, Vine, Twitter, Facebook, etc.)

bon COOK related video, audio, or photo content that you develop and create may be uploaded, submitted, or published as long as it aligns with **bon** COOK's values, contributes to **bon** COOK community greater good and is in compliance with **bon** COOK Policies and Procedures. These submissions must clearly identify you as an Independent **bon** COOK Consultant (either in the content itself and/or in the content description tag), must comply with all copyright/legal requirements, and must state that you are solely responsible for this content and not **bon** COOK, Inc. With prior written permission from **bon** COOK, you may upload, submit or publish content (video, audio, presentations or any computer files) received from **bon** COOK or captured at official **bon** COOK events or in buildings owned or operated by **bon** COOK.

Sponsored Links/Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads are acceptable. The destination URL must be to either your Personal Website or to your registered external site, and must not portray any URL that could lead the user to assume they are being led to a **bon** COOK corporate site, or be inappropriate or misleading in any way.

After receiving a notice of non-compliance regarding any sections stated in this Policy, you are permitted five business days from the date of notification to become compliant. Please submit all requests for approval to info@boncook.com. Thank you.

Training Websites

You may have a separate Training Website for the purposes of sharing with and training others.

Section 18 - Violation of the Agreement**Disciplinary Sanctions**

If you are found in violation of your Consultant Agreement or these Policies and Procedures, or if **bon** COOK determines that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, you may be subject, at **bon** COOK's sole discretion, to one or more of the following corrective measures:

1. A written warning or admonition
2. Immediate corrective measures
3. Loss of rights to one or more bonus and/or commission payments
4. Suspension of your Consultant Agreement for one or more pay periods, ineligible for compensation during the suspension
5. Removal of a frontline Consultant and their downline from your downline organization
6. Involuntary cancellation of your Consultant Agreement
7. Any measure allowed within any portion of the Agreement, or which **bon** COOK deems appropriate, to equitably resolve injuries caused wholly or in part by your policy violation or Agreement breach.
8. **bon** COOK may withhold from you all or part of your bonuses and Commissions while **bon** COOK investigates potential or alleged misconduct. If your **bon** COOK business is canceled for disciplinary reasons, you will not be entitled to any Commission or bonus withheld during the investigation period. **bon** COOK may institute legal proceedings for monetary and/or equitable relief at its sole discretion.

Breach of Agreement Procedures**Conditional Obligations**

bon COOK's obligations to a Consultant are conditioned upon the Consultant's faithful performance of the terms and conditions of the Agreement. **bon** COOK, in its sole discretion, will determine if a Consultant is in breach of the Agreement and may elect any, or all, available remedies.

In the event of breach, **bon** COOK may elect to take no action or to exercise some or all remedies and remedies at law or in equity, including, but not limited to:

1. Notify the Consultant either verbally or in writing of the breach and providing a notice to cure the breach
2. Require the Consultant to make additional assurances for future compliance
3. Withhold or deny recognition, awards, or incentives
4. Assess and withhold damages from Commission payments
5. Suspend Consultant Rights temporarily or permanently
6. Seek injunctive relief
7. Terminate the Agreement
8. Seek damages and associated costs.

Section 19 - General Provisions

Change of Address and Contact Information

It is the responsibility of the Consultant to update all contact information and payment information in the Consultant Virtual Office. **bon** COOK is not responsible for missed information or undelivered payments if a Consultant fails to update their personal contact information.

Indemnification

As a Consultant, you are responsible for all verbal and written statements you make regarding **bon** COOK products, services, and Income Plan. You will indemnify and hold **bon** COOK harmless from any and all liability resulting from your actions as Consultant or after termination of your Agreement.

Confidentiality

All Consultant lists and information (including addresses, email addresses, telephone numbers etc.) are confidential and are the exclusive property of **bon** COOK. You may use the Consultant list of your downline solely for purposes of helping support your **bon** COOK sales organization. You are required to keep these lists confidential. Under no circumstances may you sell or share the list with any third party or disclose its contents to any third party other than as part of the sale of the business.

Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in and with the Federal and State Courts in Oakland County, in the state of Michigan, unless the laws of the state in which you reside expressly requires the application of its laws, in which case that state's law shall govern all issues related to jurisdiction and venue. In the event that **bon** COOK retains an attorney to enforce any provision of these Policies and Procedures, Terms and Conditions, or the Consultant Agreement, then **bon** COOK shall be entitled to injunctive relief without the benefit of bond and shall further be entitled to its attorneys' fees and costs.

The laws of the state of Michigan shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Consultant resides expressly require the application of its laws.