



**Welcome to Platinum and welcome to the Transformation Experience!**

We are so glad that you joined the Platinum family. We look forward to helping you achieve your health, wellness and financial goals. Please use the resources listed below and contact Customer Service if there is anything you need. Our goal is to help one million families eat cleaner and greener. Thanks for choosing to be part of this important and rewarding initiative.

Best regards, **Platinum co-founders, Dave Sandoval & Amy Venner**

*Amy Venner*

AMY VENNER, CO-FOUNDER AND PRESIDENT

*David Sandoval*

DAVID SANDOVAL, CO-FOUNDER AND CHIEF SCIENCE OFFICER



**Congratulations!**

**Get ready to TRANSFORM your body and TRANSFORM your income.**

If you're just interested in purchasing "clean and green" products at our low Member prices, then your superfood super-store awaits! If you're beginning with a 10-Day Transformation, don't forget to take your "before" photos and enroll in the Transformation Challenge at [www.transformationenrollment.com](http://www.transformationenrollment.com).

Better yet, if you'd like to earn income sharing the Transformation Experience, then we have put together a simple business model and a Gift Card Marketing System to support your efforts. Whether this is your first business or you have decades of experience, our goal is to help you make money, have fun, eat better and help others do the same. You're an entrepreneur, so we want you to enjoy the freedom and the peace of mind knowing that success is directly in your control. We will do everything we can to help you get started fast and get started right.

We will provide the tools and the training for you to be successful. Your job is to follow this **Proven Plan of Action** and make it happen! **Importantly, you can start today!** Right now, in fact.

**To get you started, your Member Starter Kit is filled with valuable sales tools and training materials. Unpack and review the materials. Enclosed you will find:**



- **5+ Gift Cards** – Basic Member Kits come with 5 Gift Cards, pre-set Enrollment Packs come with anywhere from 10 - 50 depending on the Pack. Each Gift Card is worth €50 and can be used toward any Platinum Product or Enrollment option. It's a €500 - €2,500 "marketing budget" available for your best referrals! You have already chosen a Gift Card redemption code when you enrolled (it is the same as your web alias), so make sure you write it on the back of each of your Gift Cards. Of course, you can also share your redemption code through text, email or Facebook.

- **Healthy Happy Hour DVD** – 2 short videos that make the perfect presentation. Just "push play" at Healthy Happy Hours or for any face-to-face meeting.

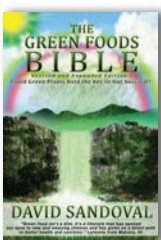
- **Product Catalog** – Includes short descriptions of each of the Platinum products.

- **"The Healing Miracles of Green Foods" CD featuring David Sandoval** – This educational tool, featuring Platinum's co-founder/owner & resident green foods expert, contains a compelling lecture about the remarkable benefits of green foods. Make copies or lend yours out.

- **The Green Foods Bible by David Sandoval** – This comprehensive superfood nutritional book covers all the best green foods from the land and the sea. Lend it out – when you go to get it back, you will have a new customer!

- **The Latest Marketing Materials and Platinum Compensation Plan**

- **Platinum's Policies and Procedures** – Detailed information on Member rules and regulations, definition of common terms, etc.





**In addition, there are valuable marketing and training resources online.**

- **Personal marketing website** – [www.platinumuk.biz/\[insert\\_web\\_alias\\_here\]](http://www.platinumuk.biz/[insert_web_alias_here]) – We provide you with your own Platinum marketing website. This website does not require any upkeep from you. Simply share your personal web address with prospects - when they enroll as a Member or place an order through your website's shopping cart, they will automatically be placed in your downline.

- **Fast Start Training and Guide.**



- **Gift Card Marketing System** – We offer the most effective sampling program on the planet! Simply hand out €50-off Gift Cards and let your prospects experience the benefits of plant-powered nutrition. This is the ultimate high touch / high tech tool - your prospect will receive a series of email messages, including audio links and website links, encouraging him/her to upgrade from Customer to Member. Let the products do the selling for you and let the hands-free system do the presenting and follow-up. The System is FREE! Direct your prospects to your marketing website or they can redeem a card by going directly to [www.myplatinumgift.com](http://www.myplatinumgift.com) and entering in your Gift Card redemption code. You can also order more Gift Cards in your Back Office.



- **Free Consultations with our staff Naturopath** - Every 'body' is different, which is why we advise getting your FREE personalized consult from our Traditional Naturopath Michael Wohlfeld today by sending him an email at [StaffNaturopath@gmail.com](mailto:StaffNaturopath@gmail.com).

In the Fast Start Training Guide included in this kit, you will find a **Getting Started Checklist** to help you move forward in the next 48 hours. **Complete the Checklist and you'll be on your way!**

Sincerely,

**Your Platinum Corporate Team**

P.S. - If you have any questions about your products, tools, Gift Cards or websites, please:


**Email: [support@platinumeurope.biz](mailto:support@platinumeurope.biz)**



**PLATINUM**  
HEALTH EUROPE

# Platinum Europe Bonus Plan Chart

ITEM# 1101be RD0515

<b>Position</b>	 PRODUCT CONSULTANT	 TEAM LEADER	 SILVER TEAM LEADER	 GOLD TEAM LEADER	 DIAMOND TEAM LEADER	 PLATINUM TEAM LEADER	 STAR PLATINUM TEAM LEADER	 DOUBLE STAR PLATINUM TEAM LEADER	 TRIPLE STAR PLATINUM TEAM LEADER
<b>Retail Discount</b>	25%	25%	25%	25%	25%	25%	25%	25%	25%
<b>Personal Volume</b>	0	100	100	100	100	100	100	100	100
<b>Group Volume</b>	0	300	1.000	2.000	6.000	15.000	40.000	75.000	250.000
<b>1st Level</b>	15%	15%	15%	15%	15%	15%	15%	15%	15%
<b>2nd Level</b>		8%	8%	8%	8%	8%	8%	8%	8%
<b>3rd Level</b>			6%	6%	6%	6%	6%	6%	6%
<b>4th Level</b>				5%	5%	5%	5%	5%	5%
<b>5th Level</b>					5%	5%	5%	5%	5%
<b>6th Level</b>						3%	4%	4%	4%
<b>Pool</b>								1%	1%

**PLATINUM**  
HEALTH EUROPE



The previous page shows a summary of the bonus plans for Platinum Health Europe B.V. (referred to in the following as "Platinum").

You retain every rank that you reach in the bonus plan in Platinum Rank.

Your payment is made every month according to the sales you and your team reached.

### **CV and QV:**

CV means "volume subject to commission." Payment of bonuses is made according to their respective CV value.

QV means qualification volume. The qualification for the individual levels in the bonus plan is done according to QV.

### **As a Rule CV Equals QV:**

The QV value of a product generally corresponds to the product price for consultants without VAT. This net price is, as a rule, uniform in all of Europe.

This CV and QV of the individual products can be found on the specific value price list.

## Ranks

The following ranks can be achieved in Platinum:



- \* **Product Consultant**
- \* **Team Leader (TL)**
- \* **Silver TL**
- \* **Gold TL**
- \* **Diamond TL**
- \* **Platinum TL**
- \* **Star Platinum TL**
- \* **Double Star Platinum TL**
- \* **Triple Star Platinum TL**

The individual ranks with their prerequisites, bonuses and extra recognitions are described below.

**Personal Discount:**

The Personal Discount for you amounts, as a rule, to 25% of the recommended re-sale price for the products.

**Personal Volume (PV):**

The Personal Volume is the volume that you achieve through direct orders to your personal consultant number.

**Group Volume (GV):**

The Group Volume is the volume that you achieve in the first seven levels (combined) of your team.

**Prerequisites for Qualification for Commissions:**

Basic prerequisite for qualification for commissions and discounts is:

- \* to sign a consulting contract
- \* to purchase the Starter-Kit and
- \* the acceptance of the consulting contract by the Platinum office.

The rank "Product Consultant" does not require any other prerequisites.

Any other ranks require 100 QV PV on an AMO-Basis (the determination with the AMO-Basis is suspended until further notice and will – if it becomes valid – be announced by Platinum in a timely fashion over the usual information channels).

The amount of the GV that is required for the qualification for the individual ranks can be found on the table on the first page.

**Levels and First Line Bonus:**

Considered First Level (First Line) are:

- \* all preferred customers and customers directly signed up by you;
- \* the 100 QV of your directly registered TLs of all ranks that are needed for their qualification; as well as
- \* you with all your sales (excluded are the possibly necessary 100 QV for your own qualification as TL or above that, since your sponsor gets the 15% First Line commission for these sales).

Considered as Second Level are:

- \* all of your Product Consultants and TLs of the First Level, directly registered, preferred customers and other customers;
- \* the entire sales of your Product Consultants registered directly by you and their customers; and
- \* the 100 QV needed for the qualification of your registered TLs of all ranks who are First Line TLs.

The same applies to levels three to six. The levels are combined.

### **Compression:**

If a consultant position is inactive, a compression occurs, meaning that sales “roll up a level” and the next lowest level consultant takes the place of the inactive one. A consultant position is inactive if no sales are completed for this consultant number and its First Lines. Sales on the additional lines are then combined upward.

### **Preferred Customer, Preferred Customer’s Price:**

A preferred customer is a person who buys Platinum products at the preferred customer’s price (15% under the recommended re-sale price). The difference between the preferred customer’s price and the price for consultants is in general 10%, which comes to you in its entirety as the sponsor of the preferred customer.

### **Customer, Customer’s Price and Calculation of Additional Charges:**

A customer is a person who buys from Platinum at the recommended re-sale price (=customer’s price). The difference between the customer’s price and the price for consultant is, as a rule, 25%, which you as the customer’s sponsor receive in its entirety. You also receive a 15% bonus (of CV) for these sales. This means that you achieve a total bonus of more than 55%, calculated from your purchase price.

### **Example:**

Recommended re-sale price net for a product combination (without VAT): 100 Euro.

You purchase this product at a 25% discount (25 Euro). Of this you still receive a 15% bonus of the CV (as a rule 15% of 75 CV, meaning 11.25 Euros). You therefore pay for this product combination 100 Euros minus 25 Euro discount minus 11.25 Euro bonus = Euro 63.75. The difference from the recommended sale price is 36.25 Euros, which corresponds to a net bonus of 56.86%, based on your sale price ( $36.25:63.75 * 100$ ).

# The Individual Ranks

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## Product Consultants:

As Product Consultant:

- \* you have no volume preconditions of any kind, neither PV nor GV, for receiving commissions;
- \* you can purchase products at a 25% discount off the recommended sale price;
- \* you also receive a 15% bonus from CV for all sales from your directly registered customers and preferred customers, meaning that you receive a 15% bonus from CV on the sales of your First Level;
- \* you receive a bonus of 15% of CV of these product sales for all orders that you directly completed; so that
- \* you receive a net total bonus of more than 55% when you sell a product at the recommended sale price, calculated based on your purchase price.



## Team Leader (TL):

As TL:

- \* you can purchase products at 25% discount of the recommended sale price;
- \* you also receive a 15% bonus from CV for all sales for all customers and preferred customers directly registered by you, as well as the first 100 QV of your TLs, which means that you receive a 15% bonus on CV for the sales of your First Level;
- \* you receive a 15% bonus on CV for these product sales for all personal orders that exceed 100 QV; through which
- \* you achieve a net total bonus of more than 55% on the sale of a product at the recommended sale price, calculated based on your purchase price;
- \* you receive 8% on all sales of your 2nd Level.



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## Silver Team Leader:



As Silver TL:

- \* you can purchase products at a 25% discount on the sales price;
- \* you also receive a 15% bonus on the CV for all sales from customers and preferred customers that you have registered directly as well as the first 100 QV of your TL, meaning that you receive a 15% bonus on the CV for your First Level sales;
- \* for all personal orders that exceed 100 QV, you will receive a 15% bonus on the CV of these product sales; so that
- \* you receive a net total bonus of more than 55% on the sale of a product at the recommended sale price, calculated from your purchase price;
- \* you receive 8% on CV for all sales in your 2nd Level;
- \* you receive 6% on CV for all sales in your 3rd Level.

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## Gold Team Leader:



As a Gold TL:

- \* you can purchase products at a 25% discount on the recommended sale price;
- \* you also receive a 15% bonus on the CV for all sales from customers and preferred customers that you registered directly as well as on the first 100 QV of your TL, meaning that you receive a 15% bonus on CV for the sales of your First Level;
- \* you receive a 15% bonus on the CV of products for all personal orders that exceed 100 QV; so that
- \* you receive a net total bonus of more than 55% on the sale of a product at the recommended sale price, calculated on your purchase price;
- \* you receive 8% of CV for all sales of your 2nd Level;
- \* you receive 6% of CV for all sales in your 3rd Level;
- \* you receive 5% of CV for all sales in your 4th Level.

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## Diamond Team Leader:



As Diamond TL:

- \* you can purchase products at a 25% discount on the recommended sale price;
- \* you also receive a 15% bonus on the CV for all sales from customers and preferred customers that you registered directly as well as on the first 100 QV of your TL, meaning that you receive a 15% bonus on CV for the sales of your First Level;
- \* you receive a 15% bonus on the CV of products for all personal orders that exceed 100 QV; so that
- \* you receive a net total bonus of more than 55% on the sale of a product at the recommended sale price, calculated on your purchase price;
- \* you receive 8% of CV for all sales of your 2nd Level;
- \* you receive 6% of CV for all sales in your 3rd Level;
- \* you receive 5% of CV for all sales of your 4th Level;
- \* you receive 5% of CV for all sales in your 5th Level;
- \* you receive a Diamond Team Leader Pin.



## Platinum Team Leader:

As Platinum TL:

- \* you can purchase products at a 25% discount on the recommended sale price;
- \* you also receive a 15% bonus on the CV for all sales from customers and preferred customers that you registered directly as well as on the first 100 QV of your TL, meaning that you receive a 15% bonus on CV for the sales of your First Level;
- \* you receive a 15% bonus on the CV of products for all personal orders that exceed 100 QV; so that
- \* you receive a net total bonus of more than 55% on the sale of a product at the recommended sale price, calculated on your purchase price;
- \* you receive 8% of CV for all sales of your 2nd Level;
- \* you receive 6% of CV for all sales in your 3rd Level;
- \* you receive 5% of CV for all sales of your 4th Level;
- \* you receive 5% of CV for all sales of your 5th Level;
- \* you receive 3% of CV for all sales of your 6th Level;
- \* you receive a Platinum Team Leader Pin.



## Star Platinum Team Leader:

As Star Platinum TL:

- \* you can purchase products at a 25% discount on the recommended sale price;
- \* you also receive a 15% bonus on the CV for all sales from customers and preferred customers that you registered directly as well as on the first 100 QV of your TL, meaning that you receive a 15% bonus on CV for the sales of your First Level;
- \* you receive a 15% bonus on the CV of products for all personal orders that exceed 100 QV; so that
- \* you receive a net total bonus of more than 55% on the sale of a product at the recommended sale price, calculated on your purchase price.
- \* you receive 8% of CV for all sales of your 2nd Level;
- \* you receive 6% of CV for all sales in your 3rd Level;
- \* you receive 5% of CV for all sales of your 4th Level;
- \* you receive 5% of CV for all sales of your 5th Level;
- \* you receive 4% of CV for all sales of your 6th level;
- \* you can participate in Platinum Leaders' Club Meetings;
- \* you may be invited to participate in Star Platinum Leaders' Club Meetings;
- \* you can attend the Star Platinum Reception;
- \* you receive a Star Platinum Team Leader Pin.



## Double Star Platinum Team Leader:

As Double Star Platinum TL:

- \* you can purchase products at a 25% discount on the recommended sale price;
- \* you also receive a 15% bonus on the CV for all sales from customers and preferred customers that you registered directly as well as on the first 100 QV of your TL, meaning that you receive a 15% bonus on CV for the sales of your First Level;
- \* you receive a 15% bonus on the CV of products for all personal orders that exceed 100 QV; so that
- \* you receive a net total bonus of more than 55% on the sale of a product at the recommended sale price, calculated on your purchase price;
- \* you receive 8% of CV for all sales of your 2nd Level;
- \* you receive 6% of CV for all sales in your 3rd Level;
- \* you receive 5% of CV for all sales of your 4th Level;
- \* you receive 5% of CV for all sales of your 5th Level;
- \* you receive 4% of CV for all sales of your 6th level;
- \* you participate proportionally in the pool bonus;
- \* you can participate in Platinum Leaders' Club Meetings;
- \* you may be invited to participate in Star Platinum Leaders' Club Meetings;
- \* you can attend the Star Platinum Reception;
- \* you may be invited to participate in Double Star Platinum Leaders' Club Meetings;
- \* you receive a Double Star Platinum Team Leader Pin;
- \* you receive an exquisite gift for serving as Double Star Platinum Team Leader.



## Triple Star Platinum Team Leader:

As Triple Star Platinum TL:

- \* you can purchase products at a 25% discount on the recommended sale price;
- \* you also receive a 15% bonus on the CV for all sales from customers and preferred customers that you registered directly as well as on the first 100 QV of your TL, meaning that you receive a 15% bonus on CV for the sales of your First Level;
- \* you will receive a 15% bonus on the CV of products for all personal orders that exceed 100 QV; so that
- \* you receive a net total bonus of more than 55% on the sale of a product at the recommended sale price, calculated on your purchase price;
- \* you receive 8% of CV for all sales of your 2nd Level;
- \* you receive 6% of CV for all sales in your 3rd Level;
- \* you receive 5% of CV for all sales of your 4th Level;
- \* you receive 5% of CV for all sales of your 5th Level;
- \* you receive 4% of CV for all sales of your 6th level;
- \* you participate proportionally in the pool bonus;
- \* you can participate in Platinum Leaders' Club Meetings;
- \* you may be invited to participate in Star Platinum Leaders' Club Meetings;
- \* you can attend the Star Platinum Reception;
- \* you may be invited to participate in Double Star Platinum Leaders' Club Meetings;
- \* you receive a Triple Star Platinum Team Leader Pin;
- \* you receive an exquisite gift for serving as Triple Star Platinum Team Leader.

## Pool Bonus:

1% of the entire Europe CV is aggregated into a pool. This pool is divided among the qualified Double Star and Triple Star Platinum TLs. The basis for the calculation of shares of the qualified TLs is the respective CV in their first 20 (compressed) levels.

## Qualification for Leader's Clubs:

A requirement for the **Platinum Leaders' Club** is that one must be qualified as a Platinum TL in the penultimate month before the month in which the club meets.

For the **Star Platinum Leaders' Club**, one must be qualified as a Star Platinum TL in the penultimate month before the month in which the club meets and must have demonstrated outstanding leadership qualities in the previous year. Additionally, the executive management at Platinum must issue an invitation.

For the **Double Star Platinum Leaders' Club**, one must be qualified as a Double Star Platinum TL in the penultimate month before the club meets and must have demonstrated outstanding leadership qualities in the previous year. Additionally, the executive management at Platinum must issue an invitation.

# INSTRUCTIONS AND EXPLANATIONS OF THE SYSTEM

## GENERAL

These Instructions and Explanations of the System are intended to be used for the proper and effective implementation of Platinum's sales and marketing system as well as to preserve its integrity.

### **Platinum Identification Number (Platinum ID)**

Independent, self-employed Platinum Europe consultants (referred to below as "Platinum consultants" or "consultants") who register by phone or on the Internet ([www.platinumeurope.biz/Name](http://www.platinumeurope.biz/Name) or [www.platinumeurope.biz/eu/Name](http://www.platinumeurope.biz/eu/Name)) are automatically given a Platinum identification number (Platinum ID). Independent consultants who register by mail or fax are automatically given a Platinum ID if the consultant application has been received and has been accepted and processed. From this point on the Platinum ID is used for all correspondence and enquiries relating to the Platinum consultant.

### **Legal Entities**

Legal entities may become consultants if a consultant application and the articles of association are submitted, signed by the director or manager. Platinum considers up to two individuals as representatives of a legal entity.

Platinum will accept the dissolution of a legal entity if an agreement exists that is signed by all the representatives of a legal entity or if this information is provided by a public or legal body.

### **Guidelines for Individuals Without a Sponsor**

If a customer presents a consultant application to Platinum and provides no information about who recommended the company to them or who they would like to have as their sponsor, they shall receive a customer number directly from the company ("orphan account"), be enrolled as a consultant and may place orders.

Platinum shall contact the customer and try to find out who recommended the company to them. If it turns out that a Platinum consultant recommended the company to the customer, this person shall be assigned to them as a sponsor.

If it turns out that no Platinum consultant has expressed a recommendation, Platinum shall select the person to be their sponsor within four weeks, based on who is geographically closest to them and who holds a ranking of Platinum team leader or a higher-qualified consultant. The former may accept this choice or designate a trusted consultant from their Platinum downline as a sponsor within four weeks.

## **A Sponsor's Obligations**

As a Platinum sponsor you are entitled to sponsor other individuals as Platinum consultants. Sponsors are responsible for:

- Initial training. It is important to make your Platinum consultant familiar with the products, the bonus plan and the guidelines for Platinum consultants. The most effective consultants will contact all their Platinum consultants regularly to make sure their sales training is efficient.
- The creation of accurate sponsorship and business documents.
- Compliance with the company's guidelines. Sponsors must keep up-to-date with new guidelines and discuss them with their consultants to make sure they understand them.

## **Sponsoring a Prospect**

If several Platinum consultants contact the same person, the independent Platinum consultant who the future consultant has selected first is considered the sponsor. The company reserves the right to settle any disputes and reach a final decision.

## **Change of Sponsor**

Platinum is fundamentally opposed to any change of sponsor. A change of sponsor is allowed only in the following two cases:

- If sponsoring by the original sponsor has been carried out by unethical means. In such cases the company shall make the final decision.
- With the consent of the next six upline sponsors and Platinum's executive board a sponsor may reassign a consultant to any other Platinum consultant.

Each change of sponsor must be approved by Platinum. To carry out a transfer, the signed application, along with the required approvals and a processing fee of €50 plus VAT must be submitted to Platinum.

## **Sale of an Organisation**

A consultant who owns a Platinum organisation may sell their consultancy or even part of their consultancy under the conditions listed below. To retain the upline the organisation to be sold must remain at its original place in the organisation. Accordingly, the consultant must proceed with the sale as follows:

The first buy option is allocated to the sponsor who reserves the right during the entire sales negotiations to acquire the seller's organisation, if they accept the price and the conditions of a fair offer by the seller.

The second buy option is allocated to the first upline sponsor (directly above the seller's sponsor), who reserves the right during the entire sales negotiations to acquire the seller's organisation, if they accept the price and the conditions of a fair offer by the seller.

The third buy option is allocated to an outside party who

- Has enough experience in business activities so that they demonstrate a precise understanding of Platinum's business;
- Understands Platinum's corporate policies and shows a willingness to comply with them;
- Has sufficient resources to continue running the seller's business and to guarantee the necessary training and support.

The sale of a consultant position is only finalised and ownership only transferred once it has been reviewed and approved by Platinum. The processing fee of €150 shall be paid as soon as the transaction has been completed.

Platinum will only agree to a fair sale. Any sale whose aim is merely to transfer a rank is prohibited.

### **Breach of Corporate Policies and Guidelines**

Any consultant who is aware of a breach of the corporate policies or the consultant agreement by another consultant should point out this breach to the consultant in question and explain the reasons for this regulation. Most breaches are due to a lack of information. If the consultant continues to break the rules, however, Platinum should be notified.

If the company takes any disciplinary action, this is considered final.

### **Confidentiality vis-à-vis Manufacturers and Suppliers**

Platinum's business relationships with its suppliers and manufacturers are part of the company's good will and are confidential. The Platinum consultant may not contact a representative of a Platinum supplier or manufacturer either directly or indirectly except at an event sponsored by Platinum, which this representative attends at Platinum's invitation. A violation of this rule may result in termination of the consultant's position and possible claims for damages, if the business relationship with the supplier or manufacturer is impaired or if Platinum otherwise incurs damages.

### **Guaranteed Personal Advice**

Platinum consultants may do business with occasional customers but the products may not be placed on display, freely accessible to be taken from shelves or in a shop window. When selling Platinum products a personal consultation has to take place.

## **PURCHASE AND SALE OF PRODUCTS**

### **Warehouse Storage**

If the consultant wishes to place products in storage, they may not stockpile more goods than they can normally sell or turn over within 30-60 days.

### **Dealing with the “Money Back Guarantee”**

The consultant is responsible for dealing properly with the “money back guarantee” granted to their customers. They must comply with the following procedure in the process:

The consultant must reimburse the purchase price immediately.

They must endeavour to find out by asking the right questions regarding why the customer is not satisfied with the product. For example: “How much of it did you use? When did you use the product? Did you use the product regularly?” etc.

If the customer’s responses suggest that they have not used the product properly, the consultant must try to enlighten them on how to use it correctly.

The consultant shall return opened packs to Platinum in order to exchange them.

### **How to Deal with Product Returns and Exchanges**

When dealing with any kind of product return or exchange, the consultant shall comply with the following steps:

- The consultant must determine with reference to the rules for return whether a return or exchange is possible.
- The consultant must request a return authorisation number (RA number) from customer service within 90 days of purchase of the product in question. Any product that is sent to Platinum without a prior goods return authorisation shall be returned to the sender.
- The RA number and the original order number shall be written and clearly visible on the outside of the package. The completed form for the return of the goods must be enclosed.

If this involves an incorrect delivery by the company or the delivery of a defective product, following confirmation by the company, the consultant may return the goods to Platinum.

The consultant shall ship the returns as registered or freight forward so that in case of loss a tracking request may be issued.

Platinum is liable in the case of returns only for incorrect delivery or delivery of a defective product for the loss or damage of the returned goods.



## DEALING WITH PRODUCT ORDERS

### Product Information

The consultant is advised to obtain accurate information from the Platinum catalogue, other product information sources and the pricelist about Platinum's product range.

### Order Processing

Orders are processed on the day on which Platinum receives them and the CV (commissionable volume) of a product applies for the month in which the order is received. (See the section on commission and bonus payments).

### Online Ordering

To order online, please note the valid instructions in this case.

### Order by Post or Fax

The consultant shall use the Platinum order form and pricelist to calculate their order. The order form must be completed in full. In the event that the consultant has not granted power of attorney to Platinum to debit their account or their credit card, the consultant's credit card number and expiry date or bank details must be provided. The consultant must then sign in the space provided if they wish to pay by direct debit or bank collection.

### Order by Phone

Orders may be placed by phone on weekdays during the published opening hours.

If doing so, the consultant should have their order, their ID number and bank details on hand. In addition, if on the phone, they should also provide the delivery address, item numbers and the number of requested products.

### AMD

All consultants and preferred customers may order via AMD (automatic monthly delivery). An AMD order may be placed in writing using an AMD form, on the individual website or by phone. The shipping date for AMD orders is between the third and 27<sup>th</sup> day of the month.

### AMD Payment

It is the purchaser's responsibility to ensure regular monthly payment for the AMD delivery. Platinum is not responsible if the purchaser does not receive a product, a qualification or a payment because Platinum has not received the money for the AMD order due to insufficient or invalid information.

AMD orders are valid for at least one month. After this time, the order may be changed, as long as the change is made 10 days before the next AMD delivery date. The changes are then included in the next AMD delivery.

## **Payment Methods**

There are several options to pay for an order: by cash, by credit card (Visa or MasterCard), by bank transfer in advance or by direct debit/bank collection.

Bank transfers, in addition to the amount payable for the ordered items, must also include the cost of postage and packing. The consultant's name, address and phone number should also be provided to deal with any queries along with the order number, which the consultant has received from customer service.

If payment is by direct debit/bank collection, the consultant must issue an appropriate power of attorney to Platinum. This authorises Platinum to debit the amounts for any orders by the consultant from their bank account. A signed order form permits Platinum to deduct money from the designated account only for this one order.

If paying by credit card the amount is submitted for confirmation by the consultant's credit card company before the order is processed. If the credit card company does not confirm the payment, Platinum shall contact the credit cardholder. If the payment cannot be processed promptly, the order is cancelled.

Orders cannot be executed on account or paid by cash on delivery.

## **Delivery**

Orders are delivered to a physical address. For an extra charge express delivery can be arranged. To facilitate delivery the precise address and phone number are required.

Shipping is normally carried out within 24 hours of receipt of an order, except for weekends and public holidays.

## **Back Orders**

Platinum ships any products that are in stock. If a product cannot be supplied at the present time, it is treated as a not yet completed order or back order and the product is delivered to the consultant postage paid as soon as Platinum receives it. The personal qualification volume (PQV) of back orders is attributed to the consultant's original order.

## **Checking Deliveries**

On receipt of the delivery the consultant must check the cartons thoroughly. Smaller packages are often located at the bottom of the carton so they are not always found immediately. The packaging material should only be discarded once the consultant has made sure that the delivery and invoice match. If a product that is listed on the invoice is not found, Platinum must be notified of this within 10 days of delivery.

If the consultant is notified of an unsuccessful attempt to deliver, they must contact the post office or parcel delivery service to arrange a new delivery date. If the consultant is unable to have the package delivered again or otherwise ensure its receipt, the package is returned to Platinum.

**Payment Errors**

If the sum transferred to Platinum for an order does not match the payable amount, this is automatically regulated as follows:

In the event of underpayment Platinum shall notify the consultant. In this case the missing amount must be paid before the goods are delivered. In the event of overpayment the extra amount will be credited to the consultant.

**Delivery Loss or Damage**

In the event of external damage to a package the delivery service must be notified of this immediately, so that they can acknowledge the damage on the spot. Subsequent claims for shipping damages will not be accepted by delivery services and the post office.

If it turns out that the goods are damaged only when the package is opened, Platinum's customer service should be notified in order to agree on further steps.

## **PROMOTION AND ADVERTISING**

### **Advertising Guidelines**

To advertise products and the business plan, only documents provided or approved by Platinum may be used. Any use of unauthorised advertising or marketing materials may result in termination of the consultant agreement.

### **Medical Statements**

Platinum consultants are not permitted to issue any medical or treatment-related statements in connection with Platinum products. If a consultant speaks about their own experience, it is important that they do not claim that the products in question have had a medicinal effect. If a customer has a medical problem, do nothing more than advise them to consult a doctor.

### **Relabelling or Repackaging of a Product**

It is not permitted to relabel or repackage any of the company's products.

### **Brand Names**

The name Platinum Health Europe and the names of all Platinum products are registered trademarks, whose owner or licensee is Platinum Health Products, Inc. Only Platinum is entitled to manufacture and market products and literature under these brand names. The use of the Platinum name for products that have not been manufactured by Platinum is prohibited.

The company name, the brand names or the name of the proprietor, of senior executives, members of the board, employees or other professionals who work in close association with Platinum, may not be used in any form for advertising purposes without the company's written consent.

### **Copyright Protected Materials**

The copyright to all Platinum literature and materials is held by Platinum. These materials may not be duplicated or reprinted without written permission. Official business cards, letterhead and stationery bearing the Platinum name and logo may be ordered from Platinum. Any business cards, letterhead and literature the consultant uses must include the words "Independent consultant" wherever they may be used in association with Platinum.

### **Electronic Media**

Platinum consultants may not use the name Platinum Health Products® or the names of Platinum products without Platinum's express written approval either on the radio or television or at any other public events for the purpose of advertising Platinum or Platinum products. Consultants may not produce any electronic or other recordings of Platinum events or speeches for sales purposes without prior written permission. Platinum's audio and video materials may not be duplicated for sales purposes or for personal use.

**Print Ads**

As independent entrepreneurs Platinum consultants may advertise their business in print advertisements, provided that they comply with the law. No approval by the company is required for this, if the company's name or product names are not used and no medical statements are made about the company's products.

**Trade Fairs**

Consultants are entitled to advertise their business at trade fairs. However, Platinum products must always be presented in a professional manner and the company must approve the use of its name and brand names on posters and banners, etc. Approval must be obtained at least two weeks before the fair.

**Misleading Customers**

A consultant may not describe themselves or answer the phone in such a way that might give the impression that they are an official representative of Platinum. The use of email addresses, websites or other electronic media may not create this impression either.

**Statements About Income From Working as a Consultant**

An independent consultant may not make any false or misleading statements about the income potential from working as a Platinum consultant. Any statement in relation to income or sales figures must be based on documented facts and verifiable average figures.

**Third-party Materials and Products**

Only Platinum products and materials, which the company has approved, may be sold or displayed at official Platinum events, at seminars or private presentations.

**Media Enquiries**

Given the increasing public interest in Platinum Europe, it is to be expected that the media will also contact Platinum consultants. In this case, contact should be made immediately with Platinum's marketing department. No consultant is entitled to make any statement or comment to the media about the company, its employees, other independent consultants, Platinum's sales and marketing system and/or its methods or products and as such go beyond the content approved by Platinum or issued in the company's press releases. This ruling is intended to ensure a positive and consistent image. Any advertising in the media apart from the abovementioned print ads is not permitted without the company's prior written permission.

**Liability**

Any breach of the company's corporate policies and guidelines by a consultant may be grounds for terminating the consultant's position. The consultant is liable for damages that occur through the misuse of brand names and materials which are owned by Platinum.

## INTERNET

### Domain Names, URLs, Email Addresses and Search Engines

Independent consultants are not permitted to include the company name and the company's brands and product names, the proprietor's name, the names of senior executives, members of the board and professionals who work closely with Platinum, including similar names that may lead to confusion, wholly or partly in domain names, URLs or email addresses. The consultant must ensure that key terms in search engines match the applicable contractual provisions and instructions (see *Misleading Customers* above).

### Platinum Website for Consultants

To build a strong business, an excellent website may be helpful. Any flourishing business should have presence on the web.

We at Platinum are proud of the fact that we offer our independent consultants a modern website *free of charge*. This is only one of many ways in which we demonstrate our commitment to supporting consultants in developing their Platinum business.

Platinum websites for consultants include approved information about Platinum as a company, its products and Platinum's business. All the images and information that relate to Platinum and its products and can be found on Platinum websites for consultants are copyright protected and Platinum reserves the rights to these images and information.

Platinum websites for consultants belong to Platinum and are available for the consultant's use. **The liability for these websites lies with Platinum.**

### Personal Websites

Platinum consultants may have their own personal website to present themselves and promote their business. Platinum consultants are not permitted on these websites to use product names, the names of executives of the network and the company, the names of medical disorders and other terms, the mention of which is contradictory to the Mandatory Guidelines, Instructions and Explanations of the System, for entry in search engines or as a meta-name.

All images and information in relation to Platinum and its products are copyright protected and Platinum reserves the rights to these images and information.

Consultants may use the official product descriptions, media reports, images and scientific studies on the **publicly accessible area** of the Platinum website for personal or other independent websites but not the *Wellness Insider*, not even as excerpts. The texts extracted from the official Platinum website and published in any personal or independent website may under no circumstances be rewritten, misleadingly abridged or otherwise changed.

**It must be emphasised here that Platinum accepts no liability for personal or independent websites, not even for texts officially published by Platinum. The responsibility lies solely with the owner of the personal or independent website.**

Consultants may *not* use product descriptions, media reports, images, scientific studies and other content on the Platinum website area **accessible only to Platinum consultants** for personal or other independent websites.

The personal website of a Platinum consultant or other independent websites may not contain any medical statements about Platinum or other nutrition supplement products or describe any personal medical experiences after using Platinum products.

A Platinum consultant may not misrepresent the potential income or the amount of time and effort required to develop a Platinum business from home.

The company reserves the right to request from the consultant or their Internet service provider that content of any website which is associated in any way with Platinum, its products or Platinum's consultancy activity be removed within five days, if the company establishes that this content is detrimental to its name, its brand names (trademarks), its copyright, its business plan or sales and marketing system.

### **Linking a Personal Website to a Consultant's Platinum Website**

Only independent Platinum consultants may link a personal website to the official Platinum website or a Platinum website for consultants.

Platinum consultants may link a personal website to their Platinum website for independent consultants, as long as their personal website is compatible with Platinum policies, contractual provisions and instructions.

### **Spam Emails, Internet Bulletin Boards, Newsgroups and Chat Rooms**

Consultants are strictly forbidden from sending out spam emails to promote Platinum products and/or their business activity with Platinum. This also applies to messages that allude to the company or its products without mentioning them specifically.

Spam or harassing emails include:

- Emails to unknown recipients, who have no relationship with the company, without their prior consent;
- Emails without a sender and without the recipient's prior consent;
- Emails to specific newsgroups or bulletin boards, which deal with health or business information.

It is permissible to leave electronic messages on Internet bulletin boards and in newsgroups, as long as they do not violate Platinum policies, contractual rules and instructions.

Consultants who participate in chat rooms do so at their own risk and are responsible for any statements they make there. They should be aware of the policies in relation to medical statements and statements about the products and potential income during their chat room sessions.

Violations of the abovementioned guidelines may result in cancellation of the agreement.

## DEFINITION OF TERMS

### **Active Consultant**

A consultant is considered active if they have purchased at least one Platinum product within 12 months. The primary task of Platinum consultants is to sell or arrange to sell Platinum products and services. In addition, they can do organisational work, utilise the bonus plan and sponsor new consultants in all those countries in which Platinum is represented.

### **Consultant Price**

The consultant price is the price that consultants pay for Platinum products and sales aids. The consultant price is normally equivalent to the recommended retail price minus a 25% discount.

### **Bonuses and Commissions**

Payment for the results of the consultant's organisational work (teamwork) in accordance with the company's bonus plan is based on the consultant's rank and the qualification requirements met in the respective billing month.

### **CV (Commissionable Volume)**

CV is the value that is assigned to any product. It is based on a calculation of the commissions and bonuses due to the consultant and is normally equivalent to the QV and the price for consultants without VAT.

### **Downline**

The consultant's entire team is designated as the downline. These are all customers and consultants who have come to Platinum directly through them and their customers and consultants, etc.

### **Level**

Levels are referred to as the elements of a consultant's downline grading, in which other consultants of this downline are positioned, for example, at "first level," "second level," and so on. A more detailed explanation is included in section IV *Bonus Plan*.

### **First Line**

The term first line refers to a consultant's first line, i.e. a consultant on their first downline level.

### **Profit from the Resale of Products (Resale Markup)**

The difference between the consultant price and price the consultant charges for products they sell directly to a customer.

### **GCV (Group Commission Volume)**

The entire CV of the products that a consultant has purchased within a month, plus the CV of products that their personal, preferred and AMD customers have purchased.



**Customer**

There are two types of customers, both of which can also order via AMD.

Preferred customer – a Platinum customer, who uses their preferred customer code to purchase products. The preferred customer normally receives a discount of 15% off the recommended resale price.

Customer (end user) – a customer who buys Platinum products at the resale price requested by the consultant or at the recommended resale price directly from Platinum Europe.

**Organisation/Downline**

All consultants who are directly sponsored by a consultant as well as all their consultants and so on. For example, A sponsors B, who in turn sponsors C, who sponsors D, who in turn sponsors E – in this case B, C, D and E are in A's organisation.

**Payline**

All the consultants in the downline organisation of a consultant for which the latter can receive bonuses.

**Personal Group**

A consultant's personal group consists of all the customers to whom they sell products personally.

**PQV (Personal Qualification Volume)**

The entire volume of qualifying products, which a consultant has purchased within a month.

**Qualified Team Leader**

If a consultant has managed the initial qualification, namely to sponsor another consultant to their first level, they are considered a qualified team leader.

Whenever a team leader has managed to qualify as a silver team leader (or higher) this silver team leader (or higher) is considered to be a qualified silver team leader (or higher), when they have achieved a PQV (personal qualification volume) of 100 and meet the other requirements according to the bonus plan.

**QV (Qualification Volume)**

QV is the value that is attributed to each product based on which the respective ranking is determined. This generally corresponds to the prices for consultants without VAT. Sales aids have no QV, unless this is stated specifically in official Platinum publications.

**Ranking**

The rank you can reach in accordance with the Platinum bonus plan.

### **Product Consultant**

A consultant who has purchased a starter kit.

### **Sponsor**

The sponsor is usually the person who contacts the new prospect first and has actively supported them in becoming a Platinum consultant. A new consultant is entered at the sponsor's first level and becomes part of the sponsor's organisation.

### **Starter Kit**

Information, promotional and order documents for the newly independent Platinum consultant.

### **Company**

This term is used in the Platinum consultant agreement, the Mandatory Guidelines, Instructions and Explanations of the System as well as in the literature for Platinum Health Europe B. V.

### **Corporate Policies**

The corporate policies of Platinum Europe are summarised in the documents *Mandatory Guidelines* and *Instructions and Explanations of the System*.

### **Upline**

The sponsor of an independent consultant, the sponsor of the sponsor and so on. The upline shall jointly support the consultants' business development.

### **Resale price**

The recommended resale price is the price proposed for a Platinum product.

## MANDATORY GUIDELINES FOR INDEPENDENT PLATINUM EUROPE CONSULTANTS

**These guidelines apply as part of the Platinum Europe Consultant Agreement.**

Platinum Health Europe B.V. is referred to below as “Platinum,” “Platinum Europe” or “the company.” Independent, self-employed Platinum Europe consultants are hereinafter designated “Platinum consultants” or “consultants.”

### **Ethical Principles**

Independent Platinum Europe consultants are obliged to always conduct their business in ethical, moral and professional terms. Platinum Europe requires all independent consultants in their organisation to comply with the letter and spirit of these principles in their business activities.

### **Responsibilities and Rights of the Independent Platinum Consultant**

The task of independent Platinum consultants is to sell Platinum products and services. They can also make use of the bonus plan and sponsor new independent Platinum consultants in all those countries in which the company is present.

*They are obliged in their contractual activities to comply with the provisions of the Platinum sales and marketing system as well as the instructions of the company, Platinum Europe, which serve the effectiveness and integrity of this system as well as the smooth and effective process of cooperation under the system.*

### **The Consultant as an Independent Contractor**

The independent Platinum consultant is a self-employed consultant, is not an employee or representative of Platinum and is not authorised to otherwise act on Platinum’s behalf. All the costs of the consultant’s business operations including taxes and insurance are the consultant’s responsibility. Independent Platinum consultants are not entitled to tie the company to any obligation. Every independent Platinum consultant is requested to arrange their working hours themselves and choose their own way of working, as long as they adhere to the company’s guidelines and instructions.

### **VAT Identification Number**

If the consultant is subject to VAT, they must submit evidence that a VAT identification number has been issued to them, along with the application for a contract with Platinum.

### **Compliance with the Law**

Every independent Platinum consultant must conduct their business in accordance with the laws, ordinances and other provisions of the country in which they are registered. They alone are responsible for complying with all the legal provisions applicable to them and their business.

### **Maintaining Status as a Consultant**

Status as a consultant applies for 12 months from the date of registration at Platinum. For this status to remain active the consultant must make at least one purchase every 12 months. If they do not order any products from Platinum for 12 months, their consultant status becomes inactive. The consultant loses their independent consultant position at Platinum and the independent consultants in their downline shift up to the next active independent Platinum consultant. This rule does not apply to organisations that are non-profit generators.

If the consultant loses their active consultant status, they must purchase a new starter kit and submit a new consultant application in order to become an independent Platinum consultant again.

### **Sales Activities**

An independent Platinum advisor who wishes to sell a sales aid or service to another independent Platinum consultant, which is not sourced from Platinum but which supports the Platinum product or business opportunity, must first obtain written permission from Platinum. Any sale of this kind without Platinum's written permission is strictly prohibited.

An independent Platinum consultant who personally sells literature, sales aids or services that relate to Platinum but are not derived from Platinum, may not induce or try to induce other Platinum consultants they have not sponsored personally, to buy or sell such literature, sales aids or services.

Independent Platinum consultants may sell products and services that are not derived from Platinum if they so wish. However, they may not exploit their knowledge of or connection with other independent Platinum consultants who they have not sponsored personally to promote or expand this other business. The recruitment of consultants not personally sponsored is strictly prohibited.

### **Only One (1) Consultant Position**

Individual independent consultants may only hold one Platinum consultant position.

### **Married Couples**

Spouses are regarded as contractors but they may also hold two consultant positions, if one spouse is sponsoring the other. The second consultant position may run under the spouse's name or under a business name.

If two independent consultants operate their Platinum business independently of each other and decide to get married, they have the following options:

- The newly married couple may retain both organisations. Each consultant position keeps its previously sponsored lines.
- The newly married couple may sell one of the two organisations or transfer it to someone else (see *Selling an Organisation*).
- The newly married couple may simply give up one of the two organisations. In this case the next upline sponsor is given this organisation.

### **Dissolution of a Marriage or Partnership**

If a couple who are jointly running a Platinum business divorces or separates, the Platinum bonuses will continue to be paid as prior to the divorce or separation, until Platinum receives a court judgement or a written notification, which both partners have signed and which establishes who retains the organisation and how future bonuses are to be paid.

### **Legal Succession**

In the event of a Platinum consultant's death or incapacity, their claims for bonuses and rankings as well as their obligations as a sponsor are passed on to their legal successor, provided the latter has submitted a written application and presents all the required documents. The subsequent independent Platinum consultant must submit a consultant application and meet all the obligations. This may be an already registered Platinum consultant, as long as they follow the company's policies and guidelines, especially the rule about only one consultant position.

### **Product Return in the Event of Termination by the Consultant**

An independent consultant may terminate the Platinum consultant agreement at any time without giving reasons by notifying the company in writing. If the independent consultant has purchased products to place in storage while their consultant contract was still valid, they may return products they have purchased within the last 12 months that are in unblemished condition and re-sellable. They shall then be reimbursed at least 90% of the original purchase price for these products.

This buyback rule applies only to Platinum products currently on sale, which the independent consultant has purchased from Platinum. Independent consultants who have obtained any materials from someone other than Platinum should understand that the supplier of such materials may have to comply with a buyback agreement, and not Platinum. Independent Platinum consultants who decide to invest in products that are not sourced from Platinum are advised to include a buyback agreement at the time of purchase of these products. Platinum is not able to mediate in obtaining such a reimbursement.

Independent consultants who cancel their consultant agreement must wait six months before they can become consultants again.

### **Confidential Information**

It may be the case that Platinum discloses confidential information and data to the consultant during the course of their consultant contract. This may include lists of consultants, genealogical reports, business reports, financial information, manufacturer or supplier information, product information, commission or sales reports or other information, which Platinum designates as confidential. The consultant confirms by signing this agreement that this information is confidential and is disclosed to them by Platinum as strictly confidential. The consultant shall treat this information as strictly confidential and not notify, sell or forward it either directly or indirectly to third parties to use nor will they use this information to engage directly or indirectly in competition with Platinum. Upon expiry, non-renewal or termination of the consultant agreement, the consultant shall return all confidential information to Platinum without delay. This confidentiality agreement remains in force even after the end of the contractual relationship.

## **Price Changes**

Platinum reserves the right to change the prices of its products and sales aids by giving reasonable notice.

## **Unfair Competition / Intellectual Property Rights**

The company is solely responsible for the infringement of patent, copyright, trademark rights and third party copyrights, unless the consultant intervenes in the rights of third parties by means of arbitrary changes such as the labelling, presentation, design (including package inserts) of contractual products, product advertising and other significant elements of the Platinum sales and marketing system. Should the consultant be made liable in whatever form by a third party for infringements of such rights, the company shall reimburse the consultant's costs required for their legal defence and shall support them in any possible legal dispute as far as possible – such as by making relevant documents and information available. Platinum shall in such cases also reimburse the consultant's own dispute-related expenses and indemnify them in every respect.

Should the consultant be made liable under private or public law for a violation of the provisions of the law against unfair competition or provisions under public law (such as laws in relation to food, pharmaceuticals and advertising of medicinal products), where the reason for it lies either in properties of the products or in marketing methods specified by the company, the above paragraph applies correspondingly. In addition, the company shall compensate the consultant for any judicial or administrative penalties imposed on them due to a breach of such regulations.

## **Change of Contractual Terms and Instructions**

If Platinum determines it is necessary to change or supplement certain regulations in these guidelines, the general terms of business and/or Platinum's bonus plan, Platinum will notify the consultant in a timely manner by registered letter with the effective date of the new regulation. If the consultant objects to these changes, they have one month from receipt of the notification to object. Objections must be sent to Platinum in writing by registered letter. In the event that no agreement is reached, the company and the consultant shall terminate their contractual cooperation at the earliest possible termination date.

Platinum will always notify consultants in writing of any change or addition to the company's instructions and explanations of the system, which relate to the implementation of Platinum's sales and marketing system and are included in this paper or have been made known in some other way. Only in cases of special urgency will there be a notice period of less than two weeks.

## **The Consultant's Customers' Statutory Right of Withdrawal**

Based on the statutory provisions for direct sales and marketing, the consultant must provide their customers with cancellation instructions in writing with the following content as prescribed by law:

### **Cancellation Instructions: Right of Withdrawal**

You may cancel your purchase/your order without having to give any reasons within two weeks of placing your order. You may cancel in writing (e.g. letter, fax, email) or by returning any goods you have already received.

Please send to:

Platinum Health Europe B.V.

Postbus 9405

3506 GK Utrecht

The Netherlands

E-Mail: [support@platinumeurope.biz](mailto:support@platinumeurope.biz)

Fax: +43 1 205 9 332

### **Consequences of Withdrawal**

In the event of cancellation, the benefits received by both parties are to be returned. Should you already have received goods, but have not been able to return them wholly or partly or only in deteriorated condition, you must compensate us for the value. This does not apply if the deterioration is due solely to inspecting the goods. You can avoid having to pay compensation if you do not use the items and refrain from doing anything that would adversely affect their value. All items should be returned at your expense and risk.

### **End of the Cancellation Instructions**

The cancellation instructions can be handed out on an order form or a receipt or as a separate document.

### **100% Money Back Guarantee for Customers**

The consultant is obliged to allow their customers the option to return any product within 60 days, if they are dissatisfied with the product for whatever reason. The customer in question then receives another product in exchange or the full purchase price less shipping costs.

Platinum Europe shall compensate the consultant for the returned product as long as customer service receives the following from the consultant within 15 days:

- A signed confirmation with the customer name, address and phone number, the reason for the return and a receipt, which shows clearly that the customer has been reimbursed the full amount by the independent consultant.
- A copy of the invoice or receipt, which the customer has received or the appropriate credit card slip.
- The unused product in its original packaging or the rest of the product.

If a consultant fails to comply with such a request for a refund of the purchase price, they should expect their consultant agreement to be terminated.

If the return is due to a product defect or a wrong delivery, the provisions of the Civil Code apply.

### **Prohibition of Sales on eBay**

Platinum consultants are prohibited from selling Platinum products either directly or via third parties on eBay or similar sales channels.

### **Chargeback of Commission and Bonus Payments for Returned Products**

Platinum pays commissions and bonuses based on products sold. However, Platinum cannot pay any commissions on products that may have been sold but have then been returned in exchange for a refund of the purchase amount. Therefore, Platinum will debit the independent consultant's account for the amounts already paid for commission or bonuses based on a product sale that is later reversed.

### **Waiver of Contractual Rights**

If Platinum does not insist on strict compliance with contractual regulations which are stipulated in the documents Application and Contract, Mandatory Guidelines, the Bonus Plan and Instructions and Explanations of the System, this does not mean that these contractual provisions, instructions and explanations of the system no longer apply, unless an authorised representative of the company declares in writing that the contractual provision in question, instruction or explanation of the system is waived.

### **Applicable Law and Jurisdiction**

The validity, interpretation and fulfilment of this agreement and the jurisdiction responsible for dealing with disputes are determined based on the law of the country in which the respective consultant conducts their business.

### **Concluding Regulations**

- a. These *Mandatory Guidelines for Independent Platinum Europe Consultants*, the Bonus Plan, the Consultant Agreement and the documents to which reference is made in these papers, constitute the entire basis for the contractual cooperation between the parties.
- b. In the event that Platinum determines that the parties' common interest in continuing the company and its sales and marketing system and the protection of business interests of Platinum's sales force makes it necessary to change or supplement certain regulations in this agreement or in Platinum's organisational plan, Platinum shall notify the consultant in a timely manner by registered letter with the effective date of the new regulation. The consultant can object to the changes within one month of receipt of the notification. Objections must be sent to Platinum in writing by registered letter. In the event that no agreement is reached, Platinum and the consultant shall terminate their contractual cooperation at the earliest possible termination date. Necessary changes or additions to Platinum's instructions, which relate to the implementation and integrity of Platinum's sales and marketing system and are included in this document or have been made known in some other way are always announced in writing. Only in cases of special urgency will there be a notice period of less than two weeks.
- c. The independent consultant's obligation to confidentiality (confidentiality clause) remains in effect even after termination or expiry of this contractual relationship.

### **Compliance with Instructions and Explanations of the System**

The consultant is obliged in their contractual activity, which serves the sales and marketing of Platinum products and implementation of Platinum's sales and marketing system, to strictly comply with the company's relevant instructions and explanations of the system.