

CLUB SPARKLE

Policies & Procedures

Version 1.0. Effective December 1, 2013

SECTION 1: SPARKLE REGISTRATION, ORDERS, RETURNS, SHARING AND GENERAL INFORMATION.

1. What is the purpose of the Club SPARKLE Policies?

Welcome to SPARKLE. This Agreement (also referred to as the Terms and Conditions) contains Policies & Procedures as a general, but not all-inclusive guide between SPARKLE Co., Ltd. (hereinafter referred as "SPARKLE" or "Sparkle") and its Affiliates and VIP's in order to maintain the best environment possible for everyone. By joining SPARKLE, you agree to understanding and accepting our Policies & Procedures.

2. How do I get involved with SPARKLE?

It is your choice to become either a SPARKLE Customer, Affiliate Plus or VIP.

Customers and Affiliates have NO PURCHASE REQUIREMENTS.

- Customers do not "join" SPARKLE, they simply purchase product as desired.

- Affiliates also purchase product as desired, but do join SPARKLE with a Membership, and abide by Club SPARKLE's Policies. Affiliates do not pay the Membership and renewal Fees.

- VIP's (receives maximum benefits) enroll with a SPARKLE Membership of \$30 and a VIP Package.

VIP's and Affiliate Plus can join Club SPARKLE in any of the following ways:

- Online at the SPARKLE website: www.clubsparkle.com (Click "JOIN" and complete the registration process. You must indicate your Referrer's ID#)
- Online through your Referrer's URL link.
- Email to usasupport@clubsparkle.com
- Mail your signed Application to:
3525 W. Cheyenne Ave #109
Las Vegas, NV 89032
- Visit the SPARKLE Support Office and complete the Registration in person.

When you are accepted by SPARKLE as a new Affiliate Plus or VIP, you will be issued your own unique SPARKLE Identification Number (ID#). Your Sparkle ID# must be used for all correspondence, including placing product orders and referring new Customers, Affiliates and VIP's.

Once you have a SPARKLE ID#, you can immediately access your eOffice. To access your eOffice, go to www.clubsparkle.com, click on "Login" and insert your Login ID (Sparkle ID#) and password. In your eOffice, you can check your order history, view team activity, points, wallet history, bonus history, request cash outs, etc.

Customers also receive a Sparkle ID# for placing future orders, however, they do not participate in the Share Plan and are not in any way placed in the team organization.

3. Can I upgrade from Customer or Affiliate to VIP later in the future?

Yes, you can upgrade to VIP at any time you wish.

- If you are a Customer who wishes to upgrade to VIP, simply join with a Membership and order product totaling an amount that is equal to or exceeds 32000 points (product points only). If you have placed a product order before, all of your orders within the past 90 days (without tax and shipping) will count toward the cost of said 32000 point order, and you will only need to pay the cost/point difference, if any.
- If you are an Affiliate Plus who wishes to upgrade to VIP, simply join with a Membership and order product totaling an amount that is equal to or exceeds 32000 points (product points only). If you have placed a product order before, all of your orders within the past 90 days (without tax and shipping) will count toward the cost of said 32000 points order, and you will only need to pay the cost/price difference, if any.

When you upgrade, the person who originally referred you will automatically remain as your referrer. Also, your SPARKLE ID# will remain the same.

4. How do I know when my SPARKLE Membership is accepted?

We will send you an e-mail confirmation that you have been accepted. The email confirmation will include your Sparkle ID# (which is also your Login ID) and a password to login to your eOffice. If we don't send an e-mail to you within five business days, it may be due to a problem with your registration process. If you chose the bank electric transfer or echeck option at your VIP sign up (for initial order), Sparkle will give you 3 business days to make a bank transfer. If you failed to deposit within 3 business days, your account is terminated and registration is nullified.

5. Can I join SPARKLE if I am younger than 18 years old?

You must be 18 years of age or older to be a SPARKLE VIP. However, this does not pertain to Customers or Affiliates.

6. If I am a SPARKLE Affiliate or VIP, can my spouse become an Affiliate or VIP too?

Yes, you and your spouse can join with one Affiliate or VIP account or you may join in separate Affiliate or VIP accounts. If you and your spouse choose to be separate Affiliates/VIP's, the two businesses must (a) be in the same team; and (b) each of you must have the same enroller or one spouse must enroll the other.

7. May I change my enroller?

Your enroller may be changed if: a) Your original enroller agrees to the request; AND b) the request is made within the 24-hour period of enrollment. Otherwise, the enroller information cannot be changed.

8. May I change my placement in the team?

We accept placement changes only under special circumstances, such as input error. You may change your placement if: a) The original enroller agrees with the change AND b) the request is made within the 24-hour period of enrollment. Otherwise, the placement cannot be changed.

9. Could I have more than one SPARKLE Affiliate account or VIP account?

Each person can only have one Affiliate or VIP account at one time.

10. What are the benefits of being a SPARKLE Affiliate?

- Receive SPARKLE product discounts;
- Receive your own SPARKLE eOffice to track your orders, sales activity, bonuses and eWallet, etc.
- Receive your own unique SPARKLE Affiliate ID# and exclusive URL for tracking your team and sales activity.
- Receive access to SPARKLE web banners for you to promote your business.
- Participate in the Passport to Adventure (PTA) Program.
- Earn points and bonuses, including:
 - Loyalty Points
 - New Spark Bonuses (NSB) on 1st time orders you refer
 - Share the Sales (STS) Bonuses (8 share maximum) from your direct sales only.
 - Bonuses are paid as Share Points which can be redeemed through future purchases or redeemed for cash.
- Exchange points for CASH through our Point to Cash (PTC) Program or keep them in your eWallet for future purchases.

11. What are the benefits of being a SPARKLE VIP?

- Receive SPARKLE product discounts;
- Receive your own SPARKLE eOffice to track your orders, sales activity, bonuses and wallet, etc.
- Receive your own unique SPARKLE VIP ID# and exclusive URL for tracking your team and sales activity.
- Receive access to SPARKLE web banners for you to promote your business.
- Participate in the Passport to Adventure (PTA) Program.
- Maximum earning potential. Ability to earn ALL points and bonuses that SPARKLE offers, including:
 - Loyalty Points
 - New Spark Bonuses (NSB) for 1st time orders you refer
 - Repeat Spark Bonuses (RSB) for all repeat orders placed within your Team A & B
 - Dynamic Compression for maximum earnings
 - Share the Sales (STS) Bonuses from all orders in your entire team, not just personal referrals
 - Re-Entry accounts (the earning of additional accounts) for maximum potential.
 - Bonuses are paid as Share Points which can be redeemed through future purchases or redeemed for cash.
- Exchange points for CASH through our Point to Cash (PTC) Program or keep them in your eWallet for future purchases.

12. If I am a SPARKLE Affiliate or VIP, can I conduct or introduce myself as an employee of SPARKLE?

No. You are not an employee of SPARKLE. You are an Independent Affiliate or Independent VIP. Therefore, you may not enter into contracts in SPARKLE's name. However, you have the flexibility to share SPARKLE's products and opportunity as long as you abide by these Policies & Procedures and all applicable laws. As an Independent Affiliate or VIP, you set your own schedule, devise your own dreams and goals, and continually achieve to the best of your capacity.

13. Can I transfer or sell my Affiliate or VIP account?

Selling or transferring your SPARKLE Affiliate or VIP account is prohibited unless approved in writing by SPARKLE. Transfer is especially prohibited if the new placement creates a *cross-line situation for the new owner (*see Section 3, #13B for the definition of a "cross-line situation.")

14. How do I cancel my SPARKLE Affiliate or VIP business?

You can cancel your Affiliate or VIP business at any time in writing or email sent to the SPARKLE Support Center: usasupport@clubsparkle.com. You will not be paid any points or bonuses for the volume period in which you cancel or any period thereafter.

15. May I re-apply as a SPARKLE Affiliate or VIP again after I cancel?

Yes. If you cancel your Affiliate business, you may re-apply at any time under the original referrer who introduced you to SPARKLE. If you were an Affiliate and wanted to re-apply under someone else, you must wait for one year. When you re-apply you will not receive your original account, placement or team. However, you cannot re-apply to be an Affiliate or VIP if you are terminated, unless approved by SPARKLE. If you were a VIP, irrespective to the reason for your cancellation (except termination by SPARKLE), whether voluntary or involuntary or cooling off, you must wait for one year to re-apply for an Affiliate or a VIP. When you re-apply you will not receive your original account, placement or team.

16. Can SPARKLE cancel my Affiliate or VIP business if I violate the policies?

SPARKLE may suspend or terminate your account, or take other action if you violate these Policies & Procedures; or violate the law. If your account is suspended, you will be notified in writing of the suspension or termination. However, for normal account inactivity or deactivation (no activity for 16 periods (approx. 16 weeks) in a one year period), you will not be notified.

- You will have an opportunity to appeal the disciplinary action, suspension or termination, in writing, within 14 days from the notice date.
- We will review your appeal and take action depending on the violation.
- If you are suspended or terminated, you must stop all SPARKLE activities. This includes activities by your family members who are in the SPARKLE business with you or living in your household.
- If you are suspended or terminated, your commission payments will stop, starting with the volume period in which the suspension or termination occurred.
- If you were paid anything after the date of suspension or termination, we can ask for this money back.
- You cannot re-apply to be an Affiliate or VIP if you are terminated, unless approved by SPARKLE.

SPARKLE reserves the right to terminate an Affiliate or a VIP, at its sole discretion, at any time, for any reason, without a notice.

17. How can I purchase SPARKLE products?

You can order on www.clubsparkle.com or through your own eOffice, 24 hours a day, 7 days a week. You can also order by telephone or email to usasupport@clubsparkle.com. Orders are placed at the time and period in which we receive them.

18. What happens if payment for my SPARKLE products fail?

If you are a VIP and your payment fails, you will risk becoming inactive for the pay period, plus losing any points and commission earnings. If you are a VIP, it is recommended that you find another payment alternative prior to the end of the pay period in which your personal order is due. Affiliates are not affected by inactive status.

19. Must I pay sales tax and shipping on my SPARKLE order?

SPARKLE charges tax on taxable products and pays the taxes to the appropriate taxing authorities. Shipping and Handling costs are \$12, and vary according to real time shipping charges.

20. Must I hold on to inventory of SPARKLE product?

No. SPARKLE ships products directly to your customers, so there is no need for you to hold on to extra inventory of products. You should have your own supply of products for personal use, and may want to keep a few products on hand to provide samples to potential customers.

21. Should I purchase products and excess inventory to qualify for bonuses?

You must not buy product inventory just to “qualify for points and bonuses (“Inventory Loading”) or encourage others to do this. This practice is strictly prohibited by SPARKLE. Placing a new order is your certification that 70% of the products previously purchased have already been sold to consumers or personally consumed. It is recommended that your personal monthly purchase should be used for your personal use.

22. What is Autoship?

We offer the SPARKLE Autoship Program for your convenience. Autoship is an automatic monthly order. Maintaining Autoship ensures that you never forget to order your own personal supply of product, and this also ensures that your status will remain active for point and bonus accumulation at all times.

The following is the Autoship Payment Schedule:

- A. CREDIT CARD: If you use a Credit Card for your Autoship payment method, your credit card will automatically be charged on the same day each month. It will be charged on the FIRST day of the period in which your order is due. This is to ensure you still have time to deal with any credit card issues before the last day of the period.
- B. ELECTRONIC TRANSFER: If you choose electronic bank transfer as your Autoship payment method, your account will NOT be debited automatically. Please transfer your payment into the SPARKLE bank account before the due date to avoid delays.

Monthly Autoship Days	Credit Card will be charged on:	Bank Transfer Due Date
1 st	1 st	3 days before your Autoship Date
8 th	8 th	
15 th	15 th	
22 nd	22 nd	

Autoship is NOT a requirement. It is a convenience. You may also place orders directly online, by email or by calling Customer Support. All product orders you place will qualify toward your Active Status and Qualification to earn points and bonuses.

23. How do I change or cancel an automatic monthly order from SPARKLE?

You can change or cancel your automatic monthly order by calling the SPARKLE Support Center. The monthly orders must be cancelled at least 5 days before the scheduled Autoship date. If the request is received after that date, it may not be processed in time to make the change for the current month.

24. What is the SPARKLE product Return Policy?

For US VIP members, COOLING OFF period is no later than midnight of the third business day after the date of the transaction. You must give written notice to Sparkle either via postal mail or email at usasupport@clubsparkle.com. You will receive the full refund within 10 business days following receipt by Sparkle of your cancellation notice, provided you make available to Sparkle, in substantially as good condition as when received, any goods delivered to you under the transaction. You must comply with the instructions of Sparkle regarding the return shipment of the goods at Sparkle’s expense and risk.

General Return Policy for VIP’s (after the Cooling Off Period, if residing in Japan or in US), Affiliates & Customers: You may return UNOPENED and MARKETABLE products within 30 DAYS of the PURCHASE DATE. We will refund 90% of the purchase price. Shipping, bank fees and other fees are not refundable. Bank wire fees to process the refund will be deducted from the refund amount. Products are NOT marketable if they are not useable (the product has been open or damaged after it was received).

Please do not attempt to return any products without first contacting the SPARKLE Support Center for instructions. You will need to contact the SPARKLE Support Center to obtain a Return Authorization Number before shipping the returned product. The returned product must be shipped pre-paid. Returned items without a Return Authorization Number may be denied.

25. Where do I send the return SPARKLE products?

Please contact Sparkle Support Center first by phone to confirm your eligibility to return products.

If approved, please send returns to:

3525 W. Cheyenne Ave #109
North Las Vegas, NV 89032

Incomplete or damaged orders: It is your responsibility to verify that an order is complete. Shipping discrepancies must be informed in writing within two (2) days of receipt of the order. If not reported, SPARKLE will conclusively presume that the shipment was fully and satisfactorily fulfilled.

26. What happens to the points and bonuses earned on returned SPARKLE products?

All points and bonuses earned on the sale of returned products will be reversed. Therefore, points or bonuses earned will be reversed from the earner's eWallet which in some cases may result in a negative balance. In the case of a negative balance, SPARKLE reserves the right to demand the payment from the applicable member.

27. Can I retail SPARKLE products?

Yes. You can retail products, however, you must never sell Sparkle products for less than the VIP price. This is to maintain the integrity of the price and Sparkle Brand. Please see the Club Sparkle Product Price List for details.

28. Where can I retail SPARKLE products?

You can retail SPARKLE products in:

- By word of mouth, face to face marketing, or social networking.
- Online marketing through your personalized Sparkle URL (personalized landing page)
- Professional offices such as through doctors, dentists, skin care specialists, beauty salons, nail salons, spas.
- Tradeshows and expositions.
- Any other method that is fair among other Affiliates and VIP's and properly represents the quality of the Sparkle Brand.

You cannot retail SPARKLE products at:

- Auction sites such as eBay.
- Craigslist, garage sales, swap meets or anywhere that does not properly represent the high quality Sparkle Brand.

29. Can my Customers, Affiliates or VIP's purchase directly from SPARKLE?

Yes. They can place orders directly through SPARKLE. We will ship their order directly to their shipping address for your convenience. Points and bonuses will be tracked through your Sparkle ID#.

30. How do I introduce people to SPARKLE?

As an Affiliate or VIP in good standing, you can introduce someone to SPARKLE through your Sparkle URL, banners, online networking, social networking or in person. They can join your team or place orders directly through SPARKLE or through your assistance.

31. Who supports the people I introduce to SPARKLE?

SPARKLE provides you with tools, information, and events to help you share the Sparkle products and opportunity with others, but you are responsible for supporting and training your team. This does not mean you are left on your own. Your referrer may help with training, and SPARKLE provides meetings and training events to which you and your team will have access. It is important to communicate regularly with your team, which should include telephone calls, e-mail, and attending meetings with them. You also need to be available to answer their questions and to monitor their activities to ensure that they are operating within the Sparkle's policies.

32. How do I advertise my SPARKLE business?

SPARKLE provides you with marketing tools that are pre-approved. This includes a Sparkle URL, printed materials, audio / video recordings, website content, banners, promotional items, etc. Your first choice should be to use these materials. If you want to create your own advertising or promotional materials, they must first be approved by SPARKLE's Compliance department before using them: usasupport@clubsparkle.com.

33. Can I advertise SPARKLE on social media? Are there special rules for using social media?

Yes. We want to ensure SPARKLE Affiliates and VIP's operate their memberships ethically and honestly, so you must comply with these social media guidelines:

- Use your own name on your Social Media Account.
- Do not represent yourself as an employee of SPARKLE on your Social Media Account;
- Do not be offensive by using discriminatory, insulting, or offensive comments or materials;
- Do not post private information about others; and
- Do not use copyrighted music, images, videos, and other materials without permission.
- Certain content should be pre-approved by the compliance department.
- If you are asked by SPARKLE to remove a picture or post, please do so immediately.
- Always represent SPARKLE with pride, positivity and integrity.

Social Media includes but is not limited to social networks such as Facebook, Twitter, and Google +; image services such as Instagram, Pinterest, and Flickr; video sites such as YouTube, Vine, and Snapchat.

34. Can I create my own smart phone “app” for my SPARKLE business?

SPARKLE plans to provide a smart phone app. You can't create or promote an app that appears as to be the Official Company App.

35. Can I link audio and video recordings produced by SPARKLE?

Yes. If you are using YouTube, we highly recommend that you subscribe to our Official SPARKLE Channel; as we will often add and refresh videos to give you the most up-to-date information relating to SPARKLE.

36. I would like to contact the media about SPARKLE, can I do that?

If you contact the media about SPARKLE or if the media contacts you about SPARKLE, you must contact us at compliance@SPARKLE.com. Media requests and official discussions must go through SPARKLE Corporate.

37. What claims can I make about SPARKLE products?

We encourage you to share your testimonial of how the SPARKLE products and opportunity has helped you or makes you feel. However, you must not claim that SPARKLE products can be used in the treatment, prevention, diagnosis or cure of any disease. For example, you cannot claim that drinking SPARKLE products will help treat diabetes, heart disease, cancer or any other disease.

SECTION 2: SPARKLE SHARE PLAN (FRIENDS & FAMILY LOYALTY PROGRAM).

This section of the Policies & Procedures provides detailed information about SPARKLE's Share Program (also known as the “Friends & Family Loyalty Program”).

1. What are my Registration Options?

Options	Minimum Order (Monthly)	Earn Loyalty Points (for future purchases)	Earn Share Points (redeem for cash)	Bonus Earning Potential
VIP	7,000pts	Yes	Yes	Maximum
AFFILIATE PLUS	No	Yes	Yes	Partial
CUSTOMER	No	Yes	No	No

2. What is the Registration Fee?

VIP: The VIP SPARKLE Membership Fee is \$30. A new VIP can register through the person who referred (Team Leader), online at www.clubsparkle.com with the referrer's SPARKLE ID#, or at a local Sparkle Support Center.

AFFILIATE PLUS AND CUSTOMER: No Membership Package is required.

3. How do I earn points and bonuses from SPARKLE?

- As an Affiliate, you earn points and bonuses on purchases placed by the people you introduce to SPARKLE through our Friends & Family Loyalty Plan (also referred hereafter as the “Share Plan”).
- As a VIP, you earn points and bonuses on purchases placed by the people you introduce and through any volume generated in your Team A and B (even if it was not directly referred by you).

How to earn Loyalty Points and Share Points:

- Loyalty Points are points generated only during a promotion. Loyalty points are earned from the particular purchase price during a promotion, and are not earned from shipping & handling fees, and not earned from the tax accrued. Terms and conditions of how and when the Loyalty Points are generated vary and are determined for a particular promotion before commencement of such promotion. Loyalty Points can be redeemed only for product exchange and have no cash value. Loyalty Points will expire 6 months after loss of membership account.
- Share Points are points earned through the FRIENDS & FAMILY LOYALTY PROGRAM outlined herein. Share Points can be exchanged (cashed out) for cash only through a membership account administered by Sparkle. Loss of membership account will result in losing all share points accumulated within such membership account.

Please see the SPARKLE Friends & Family Loyalty Plan Flyers for more details. This Share Plan is part of the Policies & Procedures and you agree to operate your SPARKLE account according to the terms of the Policies.

4. What are the requirements to earn points and bonuses?

*Affiliate Plus Requirements – Affiliates do not have any requirements, and may earn only the New Spark Bonus (NSB) and Share the Sales Bonuses (STS) with 8 share maximum per period. Affiliates are encouraged to order Sparkle products but are not required to maintain a specific order amount.

*VIP's receive the benefit of having maximum earning potential of all bonuses. To earn commission and bonuses during each pay period, a VIP must:

A. HAVE ACTIVE STATUS

Definition of Active Status: To maintain a minimum 7,000 personal product order points per month; AND

- ### B. Have 2 ACTIVE VIP's (directly-referred by you): 1 on your Team A and 1 on your Team B. (This requirement is waived to earn the NSB: New Start Bonus only)

5. What is the ACTIVE POLICY?

To maintain a minimum of 7,000 personal product order points per month.

On the LAST DAY OF EACH PAY PERIOD, the system searches your Order History for the current pay period and the previous 3 pay periods (approximately the PAST 30 DAYS) to ADD UP your TOTAL ACCUMULATED PERSONAL ORDERS. The personal order can be an Autoship or a Repeat Order.

VIP Benefits of a minimum 7,000pt Autoship or Product Order:

- Earn a 20% NSB on First-Time Orders
- Earn up to 3 Levels of the RSB on Repeat Orders
- Earn up to 24 Shares per period in the STS Pool

VIP Benefits of a minimum 14,000pt Autoship or Product Order:

- Earn a 20% NSB on First-Time Orders
- Earn up to 8 Levels of the RSB on Repeat Orders
- Earn unlimited Shares per period in the STS Pool

*A VIP will become INACTIVE when he/she does not place a qualifying monthly order, and will not earn bonuses. All POINTS will flush.

*A VIP will lose their position and be terminated when he / she fails to order any product for 4 months accumulatively (a total of 16 pay periods) within the past 12 month period.

6. How long do I stay Active in the Sparkle Share Plan?

VIP - You are active as long as you personally maintain a 7,000pt minimum product order every month (4 pay periods). However, once you have been inactive for 16 weeks (16 pay periods) in a one year period, your account will become deactivated due to abandonment. Once your account is deactivated, you will no longer be able to participate in the Share Plan, your eOffice will be deactivated, and your team will be lost.

Affiliate Plus – Maintaining active status through product orders is not required. However, you become inactive by not introducing one person to Sparkle as a VIP or an Affiliate Plus) when 6 months pass from your sign up date. Your account will become deactivated due to abandonment. Once your account is deactivated, you will no longer be able to participate in the Share Plan, your eOffice will be deactivated, and your team will be lost.

7. BONUS 1: NEW SPARK BONUS (NSB)

For VIP's: The New Spark Bonus is a 20% bonus paid on all FIRST-TIME product orders placed by your personally enrolled VIP member(s). For Affiliate Plus: NSB (20%) is paid on all personally enrolled VIP, Affiliate Plus, and Customer orders.

NSB PAID TO:

VIP's and Affiliate Plus

HOW TO QUALIFY for NSB:

VIP - Maintain "Active" status (7,000 personal order pts / mo.)

AFFILIATE PLUS - No qualification requirement

8. BONUS 2: REPEAT SPARK BONUS (RSB)

The Repeat Spark Bonus (RSB) is paid on each product re-order placed by VIP's and Affiliate Plus (up to 8 referral levels) in your team, whether they were referred by you, or not.

The RSB amount varies based on product cost:

A Opt - 6,999pt product = 50 RSB earning

A 7,000pt - 13,999pt product = 100 RSB earning

A 14,000pt - 24,999pt product = 200 RSB earning

A 25,000pt & Above product = 300 RSB earning

NOTES:

- 100 RSB = \$1.00
- All Customer Orders are always paid as a NSB (New Spark Bonus), not as a RSB (Repeat Spark Bonus).

RSB PAID TO:

VIP's only

HOW TO QUALIFY for RSB:

- Be an ACTIVE VIP with at least **two (2)** direct-referred VIP's
Two (2) direct-referred VIP's means to have at least 1 Active VIP on your Team A AND 1 Active VIP on your Team B.
- Plus, Maintain a Personal Monthly Order:
 - Maintain a minimum **7,000pts** monthly order. Receive up to **3** levels of RSB on each product (repeat orders) purchased by VIP and Affiliate Plus members within your Team.
 - Maintain a minimum **14,000pts** monthly order. Receive up to **8** levels of RSB on each product (repeat orders) purchased by VIP and Affiliate Plus members within your Team.

ROLL-UP SYSTEM:

RSB is compressed based on one's personal line of referred VIP's and Affiliates. The RSB will "roll up" and get paid to the next qualified VIP if the personal referrer doesn't qualify. This ensures maximum pay to all qualified VIP's.

* NO Title or Sales Volume minimums required

9. BONUS 3: SHARE THE SALES (STS) POOL

Fifty-Five percent (55%) of all Company Sales Revenue for a pay period (after NSB & RSB are paid) is set aside in the STS Pool for all qualified VIP's and Affiliate Plus to share. All Shares earned during the pay period will be divided by the total number of shares earned by all qualified VIP's and Affiliate Plus in the Company.

*Earn ONE SHARE each time the sales total on your Team A side and on your Team B side accumulate a minimum of 25,000 (pts) during a pay period:

TEAM A SIDE	TEAM B SIDE		SHARE EARNING
25,000pts +	25,000pts +	→	1 Share Earned
50,000pts +	50,000pts+	→	2 Shares Earned
75,000pts +	75,000pts+	→	3 Shares Earned
100,000pts +	100,000pts+	→	4 Shares Earned
125,000pts +	125,000pts+	→	5 Shares Earned

NOTES:

1. After adding your Team A and Team B volume from Affiliate and VIP orders, your Customer volume is then added to your Team's side with lesser volume for maximum earnings.
2. AFFILIATE PLUS accumulate STS volume only on their direct sales.
3. VIP's accumulate volume from ALL orders placed by VIP's, Affiliates & Customers (minus NSB & RSB bonuses).

CARRY FORWARD:

After calculating the total amount of Shares earned, the remaining balance is carried forward to the next pay period.

Monthly purchase of 7,000pts or above but less than 14,000pts:

1. Any balance over 600,000pts on Team A or Team B in one pay period will flush (zero out).
2. Any balance remaining under 600,000pts in one pay period is carried forward to the next period.

Monthly purchase of 14,000pts or above:

3. All balance will be carried forward to the next period.

Carry Forward Example (monthly purchase of 7,000pts):

- At the end of a pay period, you have 70,000 Points on Team A and 140,000 Points on Team B.
- You will earn 2 Shares.
- The Carry Forward will be the balance of points that have not been used. So, with this example, your carry forward to the next pay period will be 20,000 Points on Team A and 90,000 Points on Team B.

STS PAID TO:

VIP's - Earn STS on all Customer / Affiliate Plus / VIP orders in your entire Team A & B.

Note: Your Customer volume will be added to your lessor side for maximum earning potential.

AFFILIATE PLUS - Earn STS on all orders placed by your direct referred Customer / Affiliate Plus / VIP's. PLUS, Earn STS on customer volume earned by all Affiliate Plus you have directly referred.

HOW TO QUALIFY for STS:

VIP Requirements:

1. Need 2 Active (direct-referred) VIP's (one on Team A & one on Team B)
2. Maintain a minimum monthly order:
 - 7,000pts monthly order = up to 24 SHARES per pay period
 - 14,000pts monthly order = unlimited SHARES per pay period

AFFILIATE PLUS Requirements:

1. No order maintenance is required but Affiliate Plus accumulate volume on their Team A and Team B only from their direct sales.
2. Maximum 8 SHARES can be earned per pay period.

10. What are TITLES that an Affiliate Plus and VIP can achieve?

SHARES EARNED	TITLE ACHIEVEMENT
8 SHARES →	1 STAR VIP
20 SHARES →	2 STAR CRYSTAL
80 SHARES →	3 STAR SAPPHIRE
200 SHARES →	4 STAR RUBY
400 SHARES →	5 STAR EMERALD
800 SHARES →	6 STAR DIAMOND
1200 SHARES →	7 STAR RED DIAMOND

NOTES:

- Higher Title Achievers will participate in exclusive events and exciting getaways.
- Share earnings are accumulative, (not consecutive).
- Title will never demote.

11. What is a RE-ENTRY?

A Re-Entry is an earned Membership Account that a qualified VIP can place in their Team to maximize earnings.

VIPs can earn a Re-Entry after achieving 8 Consecutive Cycles.

Step 1: Earn 20 shares in 1 pay period = 1 Cycle

Step 2: Complete 8 Consecutive Cycles = 1 Re-Entry is awarded

The Membership Fee and First Order Requirement is WAIVED for Re-Entries.

After obtaining a Re-Entry, a VIP must select its placement in their Team, maintain a monthly minimum order & maintain 2 Active Direct-Referral VIP's for the Re-Entry account as one would for a normal membership for VIP.

12. How are my Sparkle earnings calculated? And, what are the pay periods?

The Sparkle System keeps a history of all transactions and calculates bonuses on all qualified orders using 4 pay periods per month. The pay periods are as follows:

Pay Period 1	The 1 st through 7 th of the month (closes midnight 7 th JP time).
Pay Period 2	The 8 th through 14 th of the month (closes midnight 14 th JP time).
Pay Period 3	The 15 th through 21 st of the month (closes midnight 21 st JP time).
Pay Period 4	The 22 nd through end of the month (closes midnight last day of the month JP time).

Period 1 and 2 is paid on the 25th of the same month (deposited to the member's wallet).

Period 3 and 4 is paid on the 10th of the following month (deposited to the member's wallet).

13. What happens if I do not cash out my points and/or funds in my SPARKLE wallet?

There are no fees for keeping your points and earnings in your Sparkle wallet. If your VIP account becomes deactivated (no activity for 16 weeks within a one year period), any funds remaining will be flushed after 60 days of the deactivation date. If you are an Affiliate Plus, points and funds remaining in your wallet will be flushed after a half year of no activity due to abandonment of the account (no orders or activity whatsoever).

14. Can I tell someone how much money I make in SPARKLE?

Yes, you can share your experience, however, you must be clear that there are no guarantees and their success depends on their own effort, hard work and leadership skills.

15. Can I use the list of the SPARKLE Affiliates and VIP's in my team for other businesses?

No. Your team information is a confidential with SPARKLE, and by agreeing to membership with SPARKLE, you agree that all member lists with SPARKLE including your own, are intellectual property exclusively for SPARKLE. You can only use this confidential information to manage your SPARKLE business. Cross-line enrolling is strictly prohibited. See Section 3, #13B for more detailed information.

SECTION 3: RULES OF CONDUCT

1. Can I use SPARKLE's copyrights and trademarks?

Only the company has the right to use our own SPARKLE trademarks, logos, product names and copyrighted material. You cannot use our trademarks, trade names, service marks, logos, color schemes, or product names in a domain name or social media URL unless we authorize this in writing. You may only use SPARKLE marketing materials provided by or approved by SPARKLE and indicate that you are an "Independent Affiliate" or "Independent VIP."

2. Will SPARKLE send e-mail messages and text messages to me?

Yes. By agreeing to these Policies, you consent to SPARKLE to send electronic messages, including, e-mail and text messages related to your SPARKLE business. You can withdraw your consent at any time in your eOffice or by calling Support, but keep in mind that you may miss out on important information that can help you with your business.

3. Can SPARKLE change product pricing or other fees?

Periodically, SPARKLE receives changes in ingredient and production costs due to changes in the economy and demand. SPARKLE's policy is to price all products in line with the beauty and supplement market and to provide significant value. From time to time, changes may occur in the price of products, and SPARKLE will provide the earliest notice available (with the exception of promotions).

4. How does SPARKLE protect my privacy?

You authorize SPARKLE to collect and use your personal information on the understanding that SPARKLE takes every

step possible to protect the privacy of your personal information. SPARKLE may use your personal information for such things as billing issues, SPARKLE Support Center, network management, promotions, and other uses to help you operate your business. For more details see the online Privacy Policy at www.clubsparkle.com. You can revoke your authorization for us to collect and use your personal information, but this may affect your ability to run your business. We do not share your information with 3rd party vendors or solicitors. We only use your information to help you operate your SPARKLE business.

5. What governmental laws apply to my SPARKLE business?

There are various laws and regulations that apply to your business depending on the area in which you reside. You are responsible for knowing about and complying with these laws and regulations. If you violate a law or regulation in the operation of your business, your SPARKLE membership may be terminated.

6. Can SPARKLE change these Policies & Procedures?

Yes. Because the business environment changes from time to time, SPARKLE has the right to make changes to these Terms and Conditions. If you still remain as an Affiliate or VIP after changes to the Terms and Conditions, you agree to these changes.

7. How will I be notified of changes in the SPARKLE Policies & Procedures?

We will post changes to the Policies & Procedures on www.clubsparkle.com, which means that you should check the website regularly. SPARKLE may send e-mails and put notices in your eOffice for important changes. However, it is your responsibility to familiarize and be updated with the most current Policies and Procedures, which will be on our official website at www.clubsparkle.com.

8. Will SPARKLE make exceptions to these Policies & Procedures?

There may be times when we decide to make an exception to the Policies, but that does not mean we lose the right to require you to comply with the Policies in the future. Whether or not to make an exception is solely the decision of SPARKLE, and any exception must be in writing and signed by a managing officer of SPARKLE.

9. How do I know that other SPARKLE Affiliates and VIP's will be ethical when running their business?

SPARKLE is a team-oriented company, which means we expect each Affiliate and VIP to run their business honestly, ethically, and with integrity. Every person who is accepted by SPARKLE as an Affiliate or VIP confirms they have not been convicted of a felony, charged with a crime against morality, or violated a court order. If an Affiliate or VIP's conduct reflects negatively on SPARKLE or is a danger to other Affiliates or Customers, we must be told of this immediately.

10. I heard an Affiliate or VIP saying negative or unethical things about SPARKLE, what should I do?

You should report this immediately to SPARKLE. All Affiliates agree that they will not disparage SPARKLE, other Affiliates, VIP's, SPARKLE products, services, Share Plan or SPARKLE employees or officers. "Disparage" means making any statements, whether true or false that:

- hurt the reputation of SPARKLE, SPARKLE Affiliates, SPARKLE VIP's or SPARKLE employees or officers;
- discredit and/or misrepresent SPARKLE, SPARKLE Affiliates, SPARKLE VIP's and SPARKLE employees, products, services or Share Plan in a negative manner.

Also, if an Affiliate or VIP does something illegal, is guilty of disparagement, is discourteous, deceptive, misleading, unethical, or immoral, not only does the Affiliate violate these Policies & Procedures, but they will also have to compensate for any loss or damage that SPARKLE might suffer. We can deduct the loss and expenses, including legal fees, arising out of such conduct from the Affiliate and VIP's points and bonuses.

11. What are SPARKLE's Code of Ethics? What happens if I violate the SPARKLE these ethics and Policies?

In pursuing their success with SPARKLE businesses, Affiliates and VIP's shall protect the reputation of SPARKLE and its products with an honorable code of ethics. You shall refrain from all conduct that might be harmful to the reputation of SPARKLE or that might tend to damage the ability of others to fairly represent the SPARKLE's products and opportunity. You must be professional in your approach to your business activities and strictly avoid all deceptive, misleading, unethical, discourteous and immoral conduct. You must respect the honest efforts of fellow Affiliates and VIP's and must not engage in predatory or unethical enrollment practices.

When sharing the SPARKLE program, you must present the program in its entirety, without omission, distortion or misrepresentation.

Occasionally, one or more individuals may contact the same prospect, resulting in a dispute of the enrollment rights. A new person has the right to choose his/her enroller. SPARKLE will not mediate such disputes and will recognize as

referrer the person whose name appears as referrer on the first signed application form sent in by the new person.

If you violate SPARKLE's Policies & Procedures, you may be contacted by the Compliance department for an explanation. We will try to resolve the problem informally with you either on the phone and/or in writing, but if that does not work, SPARKLE can ask to have a mediator help us work out the problem. If SPARKLE chooses not to mediate or the mediation fails, then we agree that SPARKLE could submit the matter to an arbitrator, not the courts. This means that there will not be a trial by a judge and jury. We both agree that our disputes will not be tried as a class action. We will use Nevada law for this matter and the arbitration will take place in Clark County, Nevada, United States of America. If it turns out that a policy is not valid, the invalid parts of the policy will be deleted and the remaining portion will still be effective as if the invalid portion never existed.

12. Can my account be passed onto my heir if I pass away?

If an Affiliate or VIP dies, his or her rights and obligations pass to his or her heir(s). The heir(s) must send SPARKLE a request in writing, along with the appropriate documentation. The successor can be an existing Affiliate or VIP.

13. CONFIDENTIALITY and RESTRICTIVE COVENANT AGREEMENT.

Team organization reports and all other reports, including, but not limited to, team information, sales history, order history and commission history are confidential of SPARKLE.

A. USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

- Whenever SPARKLE makes Confidential Information available, it shall be for the sole purpose of conducting SPARKLE business.
- You shall not use, disclose, duplicate or otherwise make any Confidential Information available to anyone other than SPARKLE Affiliates, without the prior written consent of SPARKLE.
- You shall not directly or indirectly use, capitalize upon or exploit any Confidential Information for your own benefit, or for the benefit of anyone else, other than for the purpose of conducting your business for SPARKLE.
- You shall maintain the confidentiality and security of the Confidential Information in your possession and protect against disclosure, misuse, misappropriation or any other action inconsistent with SPARKLE's rights.

B. FURTHER RESTRICTIVE COVENANTS

Without limiting the generality of the foregoing, you agree NOT to:

- Directly or indirectly, contact, solicit, persuade, introduce, or accept any SPARKLE Affiliate, SPARKLE VIP or anyone who has been a SPARKLE Affiliate or VIP within the last year, into marketing programs of any affiliate program, direct sales company or other competing association. This includes, but is not limited to, soliciting SPARKLE Affiliates or VIP's to sell or purchase products or services other than SPARKLE's products or services, regardless of what type of product is sold by the other company.
- Directly or indirectly engage in cross-line enrolling. "Cross-line enrolling" is defined as contacting, soliciting or persuading an individual or entity that is already an Affiliate or VIP of SPARKLE to join SPARKLE with an additional account using a different referrer. The use of a spouse or relative's name, trade name, d.b.a., assumed name, corporation, partnership, trust, or any other means to circumvent this policy is strictly prohibited. Affiliates and VIP's shall not demean, discredit, or defame other SPARKLE Affiliates or VIP's in an attempt to entice a prospective or existing Affiliate or VIP to become part of his or her organization.
- Appear in, be referenced in, or allow your name or likeness to be featured or referenced in any promotional or solicitation materials for any marketing, affiliate or direct sales company during your membership with SPARKLE. This includes, but is not limited to, maintaining a website or Social Media site, or participating in marketing or other related activities for another marketing, affiliate or direct sales company.

In addition, any negative action taken by an Affiliate or VIP that is found to be detrimental to SPARKLE will be subject to disciplinary action, up to and including suspension and/or termination of his or her Membership. This type of action includes, but not limited to, share plan manipulations and/or team and placement manipulation.

Violation of any provision of these Policies & Procedures, Confidentiality and Restrictive Covenant Agreements ("Confidentiality Agreement") constitutes an Affiliate and VIP's voluntary resignation and cancellation of his or her membership, effective as of the date of the violation. Since the violating Affiliate or VIP has resigned, all points and bonuses or bonuses paid for and after the period in which the violation occurred must be returned to SPARKLE.

Violations of these Policies & Procedures and Confidentiality Agreements are especially detrimental to the growth and success of other SPARKLE Affiliates and VIP's. In addition to relief sought by harmed Affiliates or VIP's, SPARKLE may also seek and obtain from the violating Affiliate or VIP damages for violations of these Policies & Procedures and

Confidentiality Agreements. If litigation or arbitration is undertaken to recover points and bonuses or damages as specified herein, SPARKLE shall be entitled to an award of legal fees and expenses.

The agreements contained in this Confidentiality Agreement of the SPARKLE Policies & Procedures shall remain forever and in perpetuity.

14. GOVERNING LAW

If a legal disagreement arises between SPARKLE and an Affiliate or VIP, both parties agree to resolve it by binding arbitration in accordance with the existing rules of the American Arbitration Association.

All agreements between SPARKLE and its Affiliates and VIP's shall be governed by the laws of the United States of America in the City of Las Vegas, State of Nevada without reference to any choice of law, principles or provisions and shall be interpreted and enforced as if all activities performed by the Affiliate or VIP and SPARKLE occurred within the United States of America in the City of Las Vegas, State of Nevada or, if at SPARKLE's discretion, where the Affiliate or VIP resides.

In order to maintain a viable marketing company, SPARKLE reserves the right to make any amendments or adjustments it deems necessary with respect to our Policies and Procedures, Share Plan, Products, Materials or other proprietary information. Any such changes are incorporated as part of the Agreement between SPARKLE and its Affiliates and VIP's and are effective immediately upon posting the change to the SPARKLE website at www.clubsparkle.com or in the member's eOffice.