

GLOWmum's **Terms & Conditions**

Terms & Conditions

1. General

These Terms and Conditions have been established to protect both the GLOWmum's business and GLOW-inc's best interests. The Terms and Conditions explain the relationship between each GLOWmum (and where the context so admits joint-GLOWmums) and GLOW-inc Limited.

2. Definitions

In these Terms and Conditions:

"Approved Venue" means any private residential premises or such other premises as may be approved by GLOW-inc in writing from time to time. Such premises will NOT include retail outlets or, importantly, schools for children above five and a half years old;

"GLOW-inc" means the trading name of GLOW-inc Limited;

GLOW credits means credits presently valued at £1.00 each that will be held to the account of each GLOWmum and may be spent on sales aids or non-commissionable Product.

"GLOWmum" means the person(s) or partnership named on the Application Form which will also be construed as "GLOWdad" if and where appropriate;

"GLOWmum Agreement" or "the Agreement" means the Application Form, these Terms and Conditions and the Career Plan which is annexed to these Terms and Conditions, each of which documents is incorporated by reference into the Agreement;

"Business" means the business opportunity to purchase, promote and sell the Products available to GLOWmums;

"Career Plan" means the provisions of the GLOWmum's Handbook concerning the financial rewards for GLOWmums when Direct Sales or Referral Sales are made, which are also annexed to these Terms and Conditions as Appendix A;

"Customer" means any consumer or end user of Products and shall not, for the avoidance of doubt, include any person intending to resell the Products;

"Customer Order Form" means the printed order form provided by GLOW-inc to the GLOWmum for completion when accepting Customer Orders, as amended from time to time;

"Direct Sales" means the sale of a Product by the GLOWmum direct to a Customer whether at a Party or otherwise;

"Genealogy Reports" means the information held by GLOW-inc relating to its GLOWmums and extracts of which may be supplied to GLOWmums, which at GLOW-inc's option may include but is not limited to its relationship with each of its GLOWmums, the GLOWmum's upline and downlines and historical purchasing information for each GLOWmum and her Customers;

"Handbook" means the manual entitled the "The GLOWmum's Handbook" issued to each GLOWmum, which shall contain information, procedures and guidelines in relation to the GLOWmum's business and details of the Products. Such details of the Products may also be found on GLOW-inc's website;

"Hostess" means a person who arranges a Party at an Approved Venue (whether that person is the GLOWmum herself, a Customer or any other person(s));

"Network" means the network of GLOWmums for the Products;

"Party" means a meeting (in whatever form and however convened) held at an Approved Venue for the presentation of GLOW-inc Products and with a view to making Direct Sales of the Products and no other products;

"Products" means all products supplied by GLOW-inc, details of which may be contained in the GLOWmum Handbook, sales aids or the website catalogue and which may be varied from time to time by GLOW-inc at its absolute discretion;

"Product Guarantee" means the GLOW-inc guarantee in respect of the Products which is incorporated in the Customer Order Form;

"Referral Sale" means a sale of Product, including but not limited to a sale via GLOW-inc's website(s), made by GLOW-inc to a Customer direct where the Customer was originally introduced to GLOW-inc's Products by a GLOWmum and where such a sale takes place by the Customer placing an order for Products directly with GLOW-inc;

"Starter Pack" means the two-part sales pack containing all the sample Products, information, literature and Handbook provided to the GLOWmum on becoming an GLOWmum and as from time to time varied or amended by GLOW-inc;

"Trade Mark(s)" means the name of "GLOW-inc", GLOWkids, GLOWtribe and any existing or future registered or unregistered trade and/or service marks owned by, or licensed to GLOW-inc and applied to the Products.

Where the context so admits or requires, references to the feminine gender include the masculine gender and vice versa and words denoting the singular includes the plural and vice versa. For example, where appropriate, GLOWmums shall also mean GLOWdads.

3. Code of Ethics

The GLOWmum agrees to conduct her business in accordance with the following Code of Ethics. This Code ensures high standards of integrity and professionalism throughout the Network of GLOWmums and protects the business image of the individual GLOWmum as well as the overall image of GLOW-inc.

The GLOWmum promises and agrees that in conducting her business she will use her active and best endeavours to promote and market the Products of GLOW-inc and the Business subject to the terms of this Agreement and will:

- a. Conduct herself and deal with Customers and other GLOWmums with the highest standards of honesty, integrity and fairness and in accordance with the Direct Selling Association ("DSA") Codes of Conduct;
- b. Carry on business and sales of the Products in an honest, lawful and ethical manner;
- c. Not at any time imply that she is an officer, employee or partner of GLOW-inc. The GLOWmum cannot and shall not purport or attempt to bind or contract on behalf of GLOW-inc in any manner, nor pledge the credit of or otherwise incur any liability on behalf of GLOW-inc;
- d. Only use information contained in official literature of GLOW-inc and GLOW-inc websites to promote the Products and the Business;
- e. Not accept any payment for the introduction of a potential GLOWmum;
- f. Represent the Career Plan completely to all potential GLOWmums and without making any misleading or exaggerated income claims;
- g. Make estimates of earnings that are based only on reasonable predictions for what an average GLOWmum would achieve in normal circumstances; the GLOWmum understands that GLOWmums are not guaranteed any specific amounts of earnings and that any earnings and success will depend on sales of the Products;
- h. Represent that past earnings in a given set of circumstances do not necessarily reflect future earnings;
- i. Not misrepresent the amount of expenditure that an average GLOWmum might incur in carrying on the business;
- j. Not misrepresent the amount of time an average GLOWmum will have to devote to the business to achieve the earnings estimated and not state that earnings are guaranteed for any individual GLOWmum;
- k. Never state or infer that a GLOWmum will build a downline organisation for anyone else;
- l. Never state that any consumer business or government agency has approved or endorsed the Products or Career Plan unless otherwise published by GLOW-inc;
- m. Fulfil all obligations of a GLOWmum with regard to sponsoring other GLOWmums, including training, motivation and support;
- n. Familiarise herself with and abide by the GLOWmum Agreement as amended from time to time and ensure that at all times she is operating in accordance with the most current version of the GLOWmum Agreement as well the DSA regulations; and
- o. Familiarise herself with and abide by all applicable laws, common laws, regulations and statutes.

4. Becoming A GLOWmum

GLOW-inc which is the trading name of GLOW-inc Limited (registered in England no5095293 whose registered office is situate at 35 New Road, Chippenham, Wilts SN15 1HP ("GLOW-inc") is the sole promoter of this trading scheme in the United Kingdom. The products supplied under this scheme are clothing and accessories supplied by GLOW-inc and such other products as GLOW-inc may market from time to time. Sales of these products are made by GLOWmums, who participate in the scheme as distributors.

As a GLOWmum, you must be over 18 years of age and be a resident of the United Kingdom. In addition, all GLOWmums must have access to Internet; have a car fully insured for business purposes and a current debit card from a UK financial institution.

To become a GLOWmum, the prospective GLOWmum must read the GLOWmum Agreement, complete the Application Form and the on-line Questionnaire and, at the same time, provide details of her debit card such that, upon acceptance by GLOW-inc, the Company may charge this card with the cost of purchasing the GLOWmum's Starter Packs. GLOW-inc reserves the right to refuse any application solely at its option. The GLOWmum should keep a signed copy of the Agreement and also send one by post to GLOW-inc at the address shown. GLOW-inc must have received the signed copy before accepting any monies and despatching the first installment of the Starter Pack.

Upon receipt of the signed Agreement by post and upon acceptance by GLOW-inc, the GLOWmum will be contacted directly by email to inform her that her application has been accepted or otherwise and, unless instructed to the contrary within 48-hours, that her Starter Pack 1 will be despatched and her debit card charged accordingly with the then current charge for Starter Packs immediately before shipment of this Pack 1. A credit of 200 GLOW credits will be assigned to each successful GLOWmum applicant to purchase the samples for Starter Pack 2.

The Application Form to which these terms and conditions apply MUST be downloaded from the website, printed, completed in full in black ink or ballpoint and signed by the GLOWmum and, if applicable, her sponsor. The hard-copy of the signed Application Form should be returned by post to GLOW-inc within five (5) working days. The GLOWmum must keep a copy for her own records.

The GLOWmum's personal details will then be recorded on GLOW-inc's computer systems and she will be allocated a GLOWmum ID Number.

Starter Pack 2 will contain the bulk of each GLOWmum's samples. These samples must be ordered by the GLOWmum using the GLOW-inc ordering system and the 200 GLOW credits that will be assigned to her upon acceptance. (NOTE: This is done so that GLOWmums can order specific sizes and select their own samples for the Starter Pack 2) Starter Pack 2 will be delivered to her upon successful completion of the initial training.

No product purchase is necessary to become a GLOWmum.

In the event that a prospective GLOWmum fails to complete initial training successfully within six (6) weeks of the acceptance date, GLOW-inc reserves the right, at its sole option, to terminate this contract without further notice and refund all monies paid by the GLOWmum upon the return of the Starter Pack in good condition and at GLOW-inc's expense. The termination provisions set out below are not affected.

GLOWmums may not have an ownership interest in or management control of more than one GLOWmum position, whether direct or indirect or whether as an individual or joint-GLOWmum. GLOW-inc may terminate or merge any positions, which in GLOW-inc's reasonable opinion are not independently engaged in active business building but are simply surrogates for other positions.

GLOW-inc will accept as GLOWmums individuals and partnerships but not companies or other legal entities. (Trading names for individuals or partnerships are permitted, subject to the prior written approval of GLOW-inc). Only one position per household will be permitted.

5. GLOWmum's Rights

GLOW-inc grants to the GLOWmum in accordance with these Terms and Conditions the non-exclusive right and privilege to purchase, promote and sell the Products anywhere in the United Kingdom. GLOWmums are entitled

to receive GLOW-inc literature and other communications, to participate in GLOW-inc sponsored support, service, training, motivational and recognition functions (subject to applicable charges) and to participate in promotional and incentive competitions and other GLOW-inc sponsored programmes.

The GLOWmum Agreement is conditional upon receipt and acceptance of the Application Form and on-line Questionnaire and receipt of a signed original hardcopy of the Application Form from the GLOWmum, which she must complete in order to register and become a GLOWmum. The GLOWmum Agreement expires annually, firstly at the end of the calendar month immediately following the first anniversary of the date of acceptance by GLOW-inc or such other date as GLOW-inc determines and then every 12 calendar months there on. The GLOWmum is required to renew annually prior to its expiration. The annual renewal administration fee is currently £25.00 for 2007 (subject to review for subsequent renewals) and will help to cover the public liability insurance, administrative costs of the renewal, and email delivery of newsletters and ongoing support and assistance.

GLOW-inc shall give 30 days prior notice of the annual renewal date by email. GLOW-inc shall also give the GLOWmum sixty (60) days notice in writing of any changes to administration or other fees or financial obligations. GLOW-inc reserves the right at its sole option to accept or reject an application to register as a GLOWmum and/or any renewal application.

A GLOWmum who has not renewed will not be able to promote or sell the Products or participate in the Business. GLOW-inc may at its option accept late renewal applications, but otherwise anyone wishing to renew after expiry must re-apply to become a GLOWmum under the same sponsor, with a loss of any downline. Should the GLOWmum wish to change sponsor she must wait a full six (6) months before she can rejoin.

6. Independent Business Relationship

- a. GLOWmums are independent contractors and are not purchasers of a franchise. The GLOWmum Agreement between GLOW-inc and its GLOWmums does not constitute an employer/employee, partnership or joint venture relationship. GLOWmums shall have no legal right or authority to bind GLOW-inc to any obligation or to make representations or warranties on behalf of GLOW-inc. The GLOWmums shall be responsible for filing all necessary tax returns and paying all applicable taxes.
- b. Any verbal or written statements made by the GLOWmum, as an independent contractor, with regard to the Products and the Business must be based strictly on the written information issued by GLOW-inc, for example, in the current GLOWmum Handbook and sales promotion literature or on the website and where appropriate clearly display any statutory notices in a form and in accord with Government and DSA regulation. The GLOWmum is liable for all statements she may make which deviate from the aforementioned and shall indemnify GLOW-inc from any loss, damages, claims, costs (including legal fees or court

costs) or fines arising from unauthorised representations made by the GLOWmum, or otherwise not complying with this Agreement.

- c. The GLOWmum is encouraged to determine her own hours or work, sales methods and sales operation provided always they comply with the GLOWmum Agreement and applicable laws and regulations. The GLOWmum is responsible for payment of all expenses incurred in the running of her GLOWmum business.

7. Taxes

As an independent contractor the GLOWmum shall be responsible for the filing of all necessary tax returns and registering for and paying all applicable taxes due in relation to the GLOWmum's business. This shall include (but not be limited to) the obligation to make, execute or file, all reports and obtain licences (including, if applicable, VAT registration) as are required by law and/or the acquisition, receipt, holding, selling, distribution or promotion of the Products. The GLOWmum shall on application to become a GLOWmum, or if she registers for VAT during the term of this Agreement or any renewal term, immediately provide to GLOW-inc a copy of her VAT registration certificate.

In the event that GLOW-inc is required to pay VAT on any payments due to the GLOWmum under the Career Plan or otherwise, GLOW-inc reserves the right, subject to any necessary approvals, to self-bill the GLOWmum for such sums and the GLOWmum agrees that she will accept all such self-billing issued by GLOW-inc during the term of the GLOWmum Agreement. If the GLOWmum, having been registered, becomes de-registered voluntarily or otherwise for VAT she shall notify GLOW-inc in writing of the fact of such de-registration immediately that the de-registration takes effect. If GLOW-inc is obliged or liable to make any payment of VAT to the tax authorities as a result of the failure of the GLOWmum to notify GLOW-inc of de-registration for VAT, then the GLOWmum acknowledges and agrees that GLOW-inc shall be entitled to recover from her the amount of such VAT by deduction from the GLOWmum's account with GLOW-inc or by any other means available to GLOW-inc from time to time.

8. GLOWmum Representations

The GLOWmum agrees to give a true and fair description of the Products and the Business in all discussions with Customers, fellow GLOWmums and potential GLOWmums. This obligation to give a true and complete representation shall include the following points:

- a. **Terms and Conditions and the Career Plan**
The GLOWmum shall neither mis-state or omit any essential details regarding the Career Plan nor abuse or improperly manipulate the Career Plan. In discussions with potential GLOWmums, the GLOWmum will ensure that the following points are made clear:
 - The Business is based on the promotion of the Products to Customers.

- GLOWmums will not be successful merely by sponsoring other GLOWmums without endeavouring to promote Products themselves.
- Turnover from Product sales are of major importance for bonus payments.
- Exclusive or undue emphasis on sponsoring is not permitted.

- b. **Income Representations**

The GLOWmum shall not make any exaggerated representations as to potential income to be realised by prospective GLOWmums when presenting the GLOW-inc opportunity or the Career Plan.

- c. **Product/Services Claims**

The GLOWmum shall not make claims from the Products other than those found in information contained in current GLOW-inc literature, websites or on packaging labels.

- d. **Non Disparagement**

In setting a proper example to their downline, GLOWmums must not disparage other GLOWmums, the Products, the Career Plan, or GLOW-inc employees or officers.

9. Retailing

It is the responsibility of the GLOWmum to ensure that she complies with her obligations under applicable consumer protection legislation in respect of the sale of Products to Customers. The GLOWmum shall at all times make it clear to Customers and potential Customers that they may, at their option, obtain Products from time to time from the GLOWmum (by means of Direct Sales) or from GLOW-inc direct (in which case sales will be Referral Sales).

The GLOWmum must supply to the Customer a correctly completed copy Order Form/Sales Receipt as provided by GLOW-inc for every sale of Products.

10. Stock

- a. GLOWmums must only purchase reasonable quantities of Product for their own personal use, for demonstration purposes or for Direct Sales. GLOWmums are not required to hold their own stock of Products.
- b. The Products can only be ordered in accordance with the procedure set out in the GLOWmum's handbook and other GLOW-inc literature or the website as amended from time to time.
- c. The accumulation of excessive quantities of stock is forbidden. Any GLOWmum found to be building up excessive quantities of stock of commissionable Product, or encouraging others to do so will be the subject of investigation by GLOW-inc. Excessive stocking of Products occurs when a GLOWmum purchases or encourages another GLOWmum to purchase Product quantities in excess of the amount recommended for personal use or for Direct Sales.

A GLOWmum may not purchase stock from GLOW-inc unless she has first sold at least seventy-five per cent (75%) of previously ordered stock. By placing an order the GLOWmum certifies to GLOW-inc that she has sold the said seventy-five per cent (75%) of previously ordered stock. GLOW-inc reserves the right to require the GLOWmum to prove that stock has been sold to the required level and to carry out random checks of the GLOWmum's documentation. Product bought with GLOW credits are non commissionable and GLOW credits are intended to be used to acquire sales aids or samples.

- d. During the period of seven (7) days following the start date of the GLOWmum Agreement entered into by the GLOWmum, the GLOWmum may only make payments or place orders that do not exceed a total of £200.00 including VAT, which shall include the cost of any Starter Pack and Products or support materials.

11. Payment of Bonuses

- a. GLOW-inc will accept on line applications to register as a GLOWmum but no payment of bonuses or commissions will be made until after the start of the GLOWmums Agreement and GLOW-inc has received payment for the Starter Packs. The start of the GLOWmum Agreement cannot happen until a completed hardcopy Application Form signed by both parties has been received by the GLOWmum.
- b. GLOW-inc agrees to pay the GLOWmum in accordance with the Career Plan as amended by GLOW-inc from time to time. All payments shall be made by bank transfer to a bank account nominated by the GLOWmum, within 30 days after the last day of each relevant calendar month. GLOW-inc will provide free of charge to GLOWmums regular statements of account by email showing full details of transactions and how any deductions are calculated.
- c. Orders placed with GLOW-inc, processed and paid for by closing time of GLOW-inc's office on the last business day of the month will qualify for bonus eligibility in that month or such other times as determined by GLOW-inc from time to time.
- d. GLOW-inc reserves the right at its sole option to change the last business day of the month by not less than one month's prior notice.
- e. Bonuses or payments due to a GLOWmum of £10.00 or less shall be accumulated to the account of the GLOWmum each month and may be used for Product purchases or will be paid following the end of the month when the total such accumulated amount exceeds £10.00.

- f. Where Products are returned by the GLOWmum or a GLOWmum in her downline other than on termination of the GLOWmum Agreement in accordance with Section 21 of these Terms and Conditions the GLOWmum agrees that bonuses or commissions paid on returned and refunded goods may be deducted from her account with GLOW-inc.

12. Qualifying for Bonuses

In order to receive Bonuses or Commissions, the GLOWmum must comply with the following obligations:

- a. To fulfil her obligations regarding sponsoring of other GLOWmums and;
- b. To fulfil the qualification requirements as set out in the Career Plan.

13. Sponsoring

- a. Every GLOWmum must have her own sponsor or be assigned one if she has approached GLOW-inc independently and her application has been accepted by GLOW-inc. As a general rule the prospective GLOWmum will nominate as her sponsor the first GLOWmum who introduced her to the Business. However, each new GLOWmum has the right to choose her own sponsor. The GLOWmum shall neither unduly influence the prospective GLOWmum nor offer as enticement exaggerated prospects with regard to possible income or business development in order to gain a new GLOWmum.
- b. GLOW-inc recognises as sponsor the name shown on the first GLOWmum Application Form to be signed, dated and recorded in GLOW-inc's computer system. In the event of an independent approach, as in 13a above, a GLOWmum will be assigned as sponsor but this may be changed within 90 days by the new GLOWmum should she so desire. She should apply for such a change in writing or by email to the GLOWmum's Executive Director at GLOW-inc – sponsorchange@glow-inc.com. In this particular instance of an accepted GLOWmum who has been assigned a sponsor and wishes to change the assigned sponsor within the aforesaid 90 days, no particular reason need be provided for such a request to change the sponsoring GLOWmum.
- c. If the GLOWmum sponsors other GLOWmums, the GLOWmum must use her best efforts to provide, on an on-going basis, bona fide support and training of sponsored GLOWmums and her downline, which shall mean such activities as on-going contact, communication, encouragement and support of her organisation including, but not limited to, providing information and training to sponsored GLOWmums in connection with the legislative and regulatory requirements to be complied with in the United Kingdom.

- d. Where the GLOWmum provides training for her downline relating to the Products, or the Business, she shall ensure that all materials used in such training comply with these Terms and Conditions and that any charge made by her for training materials is reasonable in the circumstances. The GLOWmum understands that providing paid-for training does not replace the obligation on the sponsor to provide on-going support and assistance to her downline. Any attendee at a GLOWmum provided training event shall be entitled to a full refund of the price paid (less subsistence) for such training in the event that she is dissatisfied with the training and requests a refund in writing from the GLOWmum responsible for the training within fourteen (14) days from the date of the training event. Any GLOWmum conducting training must notify GLOW-inc of the proposed training event at least seven (7) days before the date of the training event and agrees that she shall refund the price of such training to any attendee who is dissatisfied with the training and requests a refund in accordance with this Section 13.
- e. Where product is returned by the GLOWmum or a GLOWmum in her downline other than on termination of the GLOWmum Agreement in accordance with Section 21 of these Terms and Conditions, the GLOWmum agrees that bonuses or commissions paid on returned and refunded goods may be deducted from her account with GLOW-inc.

14. Direct Sales-Supply and Sale of Products

The GLOWmum shall order the Products only from GLOW-inc and shall sell the Products only to Customers. The primary means by which GLOW-inc expects that GLOWmum to distribute the Products is to be the convening of or arranging of Parties. The GLOWmum shall not advertise, sell or offer Products for sale other than at Approved Venues or in response to orders received from her existing Customers. (NOTE: Specifically, so as to ensure that children do not think of GLOW-inc products as being associated with school uniforms, Parties may not be organised at schools where the age of the children attending such a school is five and a half or more.) Products may not be sold at or through retail outlets or by mail order catalogues or via websites (e.g. e-Bay) other than GLOW-inc's own website(s).

GLOW-inc may recommend the price at which the GLOWmum may sell the Products. Such recommended retail price (RRP) will in no way be binding upon the GLOWmum. The GLOWmum is free to set retail prices for the sale of Products to Customers, and any Recommended Retail Prices provided by GLOW-inc are for information only and entirely without obligation.

GLOW-inc shall sell the Products to the GLOWmum against receipt of orders placed by the GLOWmum.

The GLOWmum shall place orders via GLOW-inc's website(s) in accordance with the procedure set out in the GLOWmum's Handbook or on that website(s) and shall be responsible for the accuracy and completeness of all the orders she places on GLOW-inc. No order shall be accepted for Product that is currently out-of-stock.

GLOW-inc shall use reasonable endeavours to ensure that stock levels are adequate. An order shall automatically reserve that item from stock, strictly on a first-come-first-served basis.

The RRP price of the Products sold to the GLOWmums shall be indicated in the current product catalogue issued by GLOW-inc from time to time. The product catalogue of record shall be that displayed on the then current GLOW-inc website(s).

GLOW-inc reserves the right to sell Products to other GLOWmums and to Customers direct and nothing in this Agreement shall entitle the GLOWmum to any priority of supply in relation to the Products as against GLOW-inc's other GLOWmums and Customers.

GLOW-inc reserves the right to decline any order at its sole discretion.

15. General Sales and Delivery Conditions

a. General

GLOW-inc shall be under no obligation to the GLOWmum or any other person to release any Products to the GLOWmum or any other person unless and until GLOW-inc has received payment in full for the same.

b. Product Range, Prices and Alterations

All Product ranges remain subject to alteration. From receipt of order to the date of dispatch, GLOW-inc reserves the right to alter the specification, design and colour of Products provided that such alteration is not extreme and is reasonably acceptable to the purchaser.

All prices are in pounds sterling (£) and unless otherwise stated shall exclude VAT. In addition, post and packaging will be charged at current rates and charges may be made where the orders placed use a credit card rather than a debit card. Debit card fees shall be borne by GLOW-inc.

PLEASE NOTE: Children's clothing up to the age of their 14th birthday is zero-rated for UK VAT purposes. Items in larger sizes as specified by HM Revenue & Customs may attract VAT at standard rates as well as items that are not strictly children's clothing, such as accessories and sales aids. It is the GLOWmum's responsibility to collect VAT where it is applicable.

c. Delivery

Where no specific and binding delivery/supply date has been agreed, all delivery/supply dates are seen as not binding. The delivery period only commences when all dispatch details have been clarified by the GLOWmum. The delivery date is when the Products have left GLOW-inc's warehouse or when the GLOWmum has been notified that that goods are ready for dispatch prior to the date agreed. Shipment is usually by GLOW-inc's usual carrier. Shipment can only be made to a street address and cannot be made to a PO Box. Title in respect of the Products will pass to the GLOWmum when the Products have been picked and packed and thereby appropriated to the GLOWmum at GLOW-inc's warehouse.

d. Payment

Payment for Product orders may be made by debit card (or credit card with payment of the then appropriate supplementary credit card fee), or from any positive balance of a GLOWmum's account held by GLOW-inc at that time. The GLOWmum shall pay for the Products when placing her order, in accordance with the payment terms set out in the GLOWmum's Handbook. Following receipt of payment, GLOW-inc shall deliver the Products to the GLOWmum at the delivery address specified by the GLOWmum at the time of placing the relevant order (which may be that of the GLOWmum, the Customer or the Hostess of the relevant Party).

GLOW credits held by GLOW-inc to the account of the GLOWmum may only be used to purchase non-commissionable products such as sales aids or such other Products as GLOW-inc may, at its sole option, determine from time to time.

e. Liability

e.i. Sale of Products to the GLOWmum. GLOW-inc's liability arising in connection with the supply of Products to the GLOWmum shall be limited to:

- a. any liability which GLOW-inc may have for death or personal injury resulting from GLOW-inc's negligence or wilful misconduct, and
- b. replacement of defective Products.

Other than as expressly provided in this Section 15 GLOW-inc shall not be liable in respect of any loss or damage of any kind that may arise in connection with the supply of Products by GLOW-inc or any third-party in association with GLOW-inc howsoever such loss or damage may be caused and whether such liability arises in contract or in tort or by reason of any representation. No terms express or implied, shall be included in the contract as to the fitness for any purpose or quality of any Products supplied.

e.ii. Sale to Consumers. GLOW-inc holds product liability insurance, which provides GLOW-inc and the GLOWmum with protection against claims by consumers in respect of the supply of Products and/or Services. GLOW-inc must be given immediate written notification of any such claim and all details pertaining thereto. This coverage will not protect the GLOWmum if unauthorised representations or claims are made by the GLOWmum involved nor does it affect issues of liability arising from the supply of Products by GLOW-inc to the GLOWmum.

16. Trade Mark(s)

GLOW-inc has certain Trade Mark(s), trade names, slogans, symbols, and colour schemes, which are proprietary. Except for marketing materials, sales aids, sample products and advertising provided or sold to the GLOWmum by GLOW-inc, the GLOWmum shall not use or display such Trade Mark(s), trade names, slogans, symbols, and colour schemes without GLOW-inc's prior written permission or otherwise in accordance with these Terms and Conditions.

The GLOWmum shall have no rights in respect of the Trade Mark(s) or other trade names used by GLOW-inc and she shall not acquire any rights in respect of the same. The GLOWmum shall promptly and fully notify GLOW-inc of any actual or threatened infringement of the Trade Mark(s) or any other intellectual property of GLOW-inc in the Products or any claim that the same infringes any third party's rights. At the request and expense of GLOW-inc the GLOWmum shall assist GLOW-inc in the taking of or resisting any proceedings in relation to such infringement or claim.

17. Advertising

a. General

- a.i GLOWmums may advertise the Products or the Business subject to these Terms and Conditions. All advertisement must state clearly that the GLOWmum is an independent sales consultant of GLOW-inc.
- a.ii GLOWmums are prohibited from using GLOW-inc Trade Mark(s), trade names, slogans, symbols, and colour schemes in advertising in a manner that would suggest or imply that they are employed by GLOW-inc

b. Literature and Sales Aids

- b.i The copyright in all GLOW-inc promotional material, whether printed matter or audio-visual or electronic items, shall remain the property of GLOW-inc at all times and may not be reproduced in whole or in part by the GLOWmum nor shall the GLOWmum permit any other person(s) to do so, without the express written consent from GLOW-inc. Television and radio broadcasts by GLOWmums in connection with their business are prohibited without the express prior written permission of GLOW-inc, which shall not be unreasonably withheld.
- b.ii GLOWmums may not advertise on any electronic mail media including but not limited to the Internet.
- b.iii GLOWmums may not record or reproduce from any materials from any GLOW-inc corporate function, event or speech without the express written permission of GLOW-inc.

b.iv GLOWmums may not record or reproduce or copy any presentation or speech by any GLOW-inc spokesperson, representative, speaker, officer, director or other GLOWmums.

b.v GLOWmums must not use the names of any individuals or companies associated with GLOW-inc, including but not limited to any GLOW-inc supplier or vendor's names in any advertising and/or promotional materials of any kind without the express written permission of GLOW-inc. Furthermore, the GLOWmum may not contact directly or indirectly or speak to or communicate with any representative of any vendor, supplier or manufacturer of GLOW-inc except at a GLOW-inc sponsored event at which the representative is officially present.

c. All GLOWmums are independent contractors. When answering the telephone or leaving a message on the answering machine, this must be done in such a manner as to avoid any possible mistaken assumption on the part of the caller that he/she is speaking directly to GLOW-inc or that the GLOWmum is in anyway an employee of GLOW-inc.

d. GLOW-inc GLOWmums may be listed in the official telephone directory or in any business/commercial telephone directory as in the following examples:

GLOWmum: an independent consultant of GLOW-inc.
Jones, Anne and Mark
Address/Telephone Number, etc.
or
Jones, Anne and Mark
GLOWmum: an independent consultant of GLOW-inc.
Address/Telephone Number, etc.

e. **Media**

All publicity material originated by GLOWmums or replies to enquiries from newspapers, magazines or any other print media must be submitted to GLOW-inc for approval prior to publication. Please allow ten (10) days for approval, which shall not be unreasonably withheld.

f. **Stationery and Business Cards**

Any printed GLOWmum's materials including business cards must include the statement that the GLOWmum is an independent consultant of GLOW-inc.

g. **Labelling and Packaging**

GLOWmums may not re-label or alter the labelling of the Products, nor repackage or modify the packaging thereof in any way.

18. Cross Line Sponsoring and Post Termination

In consideration of the granting of the GLOWmum position the GLOWmum agrees that for the duration of the Agreement and after the expiry or termination of the Agreement for a period of 90-days, the GLOWmum shall not take or encourage any action, the purpose or effect of

which would be to circumvent, breach, interfere with or diminish the value or benefit of GLOW-inc's contractual relationships with any GLOWmums and in particular not to cross-line sponsor, or (whether directly or indirectly) contact, solicit, persuade, sponsor or accept any GLOW-inc GLOWmum other than those personally sponsored by the GLOWmum into, or in any way promote opportunities in, marketing programmes or businesses of any direct sales company that offers competing Products to GLOW-inc.

19. Product Repurchase Policy Within Fourteen (14) Days

a. The GLOWmum has the right within a period of 14 (fourteen) days from the date of the start of this Agreement to cancel the Agreement without penalty by written notice of termination and to return the Starter Pack and any Products purchased within that period and which remain unsold, provided that such unsold goods are in the condition in which they were in at the time of purchase, (whether or not their external wrappings have been broken) and to require GLOW-inc to refund an amount equal to 100% of any monies paid in respect of such Starter Pack and Products.

b. In the case of termination by GLOW-inc within 14 days of the start of this Agreement, GLOW-inc shall buy back the Starter Pack and any Products purchased by the GLOWmum which are returned within 21 days of the termination and refund to the GLOWmum any other money paid in connection with joining the Business on the same terms as set out above.

20. Product Repurchase Policy After Fourteen (14) Days

Where the GLOWmum or GLOW-inc terminates the Agreement more than fourteen (14) days after entering into it the GLOWmum shall have the right to return to GLOW-inc any Products the GLOWmum has purchased within a period of ninety (90) days prior to such termination and which remain unsold and to receive from GLOW-inc the following:

a. where the GLOWmum has terminated the Agreement, the price (inclusive of VAT) which the GLOWmum paid for the Products, less

a.i in the case where the condition of any Products has deteriorated due to an act or default on the part of the GLOWmum, an amount equal to the reduction in their value resulting from such deterioration; and

a.ii a reasonable handling charge;

b. where GLOW-inc has terminated the Agreement, the price (inclusive of VAT) which the GLOWmum paid for the Products, together with any costs incurred by the GLOWmum for returning the Products to GLOW-inc;

- c. any such refund shall be on terms whereby the purchase price is payable upon delivery of the Products or if the Products are already held by GLOW-inc forthwith; and
- d. any such refund shall be on terms whereby the Products not already held by GLOW-inc will be delivered within twenty-one (21) days of such termination at GLOW-inc's expense to the address set out in the Agreement.

Furthermore, where either the GLOWmum or GLOW-inc terminates the Agreement more than fourteen (14) days after entering into the Agreement the GLOWmum shall have the right to return to GLOW-inc any Products the GLOWmum has purchased more than ninety (90) days but within one (1) year prior to such termination and which remain unsold and to receive from GLOW-inc ninety per cent (90%) of the price (inclusive of VAT) paid by the GLOWmum for the purchase of those Products less an amount equal to (i) any commission, bonuses or other benefits (in cash or in kind) received by the GLOWmum in respect of those Products, (ii) any amounts due from the GLOWmum to GLOW-inc on any account, and (iii) a reasonable handling charge, provided that such Products have not been purchased or acquired by the GLOWmum in breach of these Terms and Conditions, the GLOWmum returns such Product to GLOW-inc in an unused commercially re-saleable condition not more than fourteen (14) days after the date of termination and GLOW-inc did not clearly inform the GLOWmum prior to purchase that the items were seasonal, discontinued or special promotion Products, which were therefore not to be subject to the provisions of this Section 20 of these Terms and Conditions.

21. Commissions Clawback on Termination

The GLOWmum understands and agrees that bonuses or commissions paid within the preceding one hundred and twenty (120) days on Products returned by GLOWmums in her downline may be deducted from her account with GLOW-inc at any time where a GLOWmum in her downline terminates her Agreement or it is terminated by GLOW-inc.

22. Payment of Refunds

Payment of refunds will be made in the same form as the original payment. i.e. If the purchase was made on the GLOWmum's debit card then the payment will be in the form of a credit to that debit card account.

23. Data Protection

This policy describes GLOW-inc's duty of care, in relation to the collection and use of data, in relation to the GLOWmum with regard to the data (whether personal or otherwise) that is held by it. In this regard, GLOW-inc will:

- Obtain and process personal data or the information constituting personal data fairly;
- Ensure personal data is accurate and, where necessary, kept up-to-date;

- Keep personal data for only one or more specified lawful purpose(s);
- Not use or disclose personal data in any manner incompatible with such lawful purposes;
- Ensure that personal data is adequate, relevant and not excessive in relation to such purposes;
- Not keep personal data for longer than is necessary for such purposes;
- Take appropriate security measures against unauthorised access or alteration, disclosure or destruction of personal data and against their accidental loss or destruction.

The GLOWmum acknowledges that she has been informed by GLOW-inc that the information which she gives to GLOW-inc (including information relating to the GLOWmum, her address and other details) will be retained by GLOW-inc on a computer database and will be used by GLOW-inc for the purposes of calculating the marketing commissions payable and for the performance of the GLOW-inc business. The GLOWmum also acknowledges that GLOW-inc may disclose this information, provided it is in connection with such purposes to other associated companies of GLOW-inc, which may be situated inside or outside the EU and to other persons and, in particular, may disclose it to other GLOWmums as part of GLOW-inc's Genealogy Reports. The GLOWmum consents to GLOW-inc retaining, processing and disclosing the information referred to a set out above.

24. Changes in Glowmum Status

a. Change of Name

The trading name of the GLOWmum may be changed by forwarding written notification to GLOW-inc. Such notification must include the consent of any joint-GLOWmum or partner.

b. Line of Sponsorship

The integrity of the lines of sponsorship is fundamental to the organisation's functionality and success. Once a GLOWmum is sponsored, GLOW-inc believes in protecting her relationship to the fullest extent possible. However, the following exceptions may be made at the sole discretion of GLOW-inc:

- i. If the GLOWmum applied independently of any sponsoring GLOWmum and a sponsor was assigned by GLOW-inc, she may at her own discretion apply for a change of sponsor within 90 days of commencement (see also Section 13b herein)
- ii. By terminating the GLOWmum Agreement and remaining inactive for a period of six (6) months before re-applying under a different sponsor;
- iii. in the case of proven unethical sponsoring by the original sponsor; or
- (iv) in exceptional circumstances at the discretion of GLOW-inc.

In the case of (i) or (iii) above, the GLOWmum position will be transferred with any and all downline intact.

c. Separation of Joint GLOWmums and Partnerships

If GLOWmums operating their business jointly or as a partnership wish to dissolve their jointly held position or partnership or being husband and wife, wish to divorce, then GLOW-inc must be notified as to which of the former joint GLOWmums or partners will assume ownership of the GLOWmum business as determined by agreement between the parties or by an order of a court of competent jurisdiction. A change in the ownership of the GLOWmum position will not take place until GLOW-inc receives a copy of documentation evidencing agreement between the parties as to the dissolution of their relationship or a court order. Should the party who does not assume ownership of the GLOWmum position desire to remain a GLOWmum, she may do so by submitting a new Application Form and purchasing a Starter Pack. She shall then be accepted as a new GLOWmum at the discretion of GLOW-inc. If there is any issue regarding the disposition of the GLOWmum business or the income from the GLOWmum position, GLOW-inc may suspend the GLOWmum position and hold all commissions and/or bonuses until such dispute is resolved by agreement between the parties or by an order from a court of competent jurisdiction. Under no circumstances will GLOW-inc divide a downline organisation or split or apportion bonus or commission cheques or payments between joint GLOWmums or partners.

25. Breach Of The GLOWmum Agreement

In order to protect the integrity of the Network and the business environment in which GLOW-inc operates, the GLOWmum on discovering or suspecting a breach of the GLOWmum Agreement should first discuss the problem with the GLOWmum alleged to be in breach. If this does not resolve the problem it should be reported to her upline to resolve the issue at a local level. If the matter cannot be resolved, it should be reported in writing to GLOW-inc, including details of the date, location and nature of the breach and the identity of the GLOWmum alleged to be in breach. In order to enable a fair investigation into the allegations, the GLOWmum alleged to have violated the GLOWmum Agreement will be suspended in accordance with Section 27 and required by GLOW-inc in writing, to respond to the allegations within a period of ten (10) days. On receipt of the GLOWmum's response, the GLOW-inc's management will investigate and review the submissions to determine what appropriate action is required. Where a breach is proven or not refuted by the GLOWmum in question, this may result in a written warning, suspension or termination of the GLOWmum Agreement (see Sections 26 and 27).

GLOW-inc shall notify the GLOWmum in writing of any determination. The GLOWmum will then be allowed twenty one (21) days from the date of the notice of determination in which to appeal the determination in writing to GLOW-inc.

26. Termination

The GLOWmum Agreement may be terminated

- a. by the GLOWmum with or without cause or reason at any time during the initial term or any renewal term upon not less than fourteen (14) days written notice; and
- b. by GLOW-inc at any time by fourteen (14) days notice in writing with or without cause or by seven (7) days notice in writing for any breach of its provisions which is proven or not refuted in accordance with the procedure set out in Section 25 of these Terms and Conditions.

A GLOWmum who has terminated her GLOWmum Agreement or whose GLOWmum Agreement has been terminated by GLOW-inc must wait six (6) months from the date of termination before reapplying to become a GLOW-inc GLOWmum. The right of a terminated GLOWmum to receive commissions or bonuses from GLOW-inc ceases immediately from the date of the termination. Furthermore, a terminated GLOWmum must: stop sponsoring GLOWmums, using GLOW-inc promotional materials, Trade Mark(s), trade names, logos and colour schemes, stop representing herself as a GLOW-inc GLOWmum or stop acting in any way which may be adverse to the business of GLOW-inc or its GLOWmums. On termination of the GLOWmum Agreement the existing downline of the GLOWmum moves up. Notwithstanding the foregoing, GLOW-inc reserves the right, following the GLOWmum's termination for whatever reason to hold open her GLOWmum position. Upon termination of the GLOWmum Agreement, all Genealogy Reports in the possession of the GLOWmum shall be returned to GLOW-inc.

Upon termination of the Agreement at any time, except where the obligation on the GLOWmum is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Agreement, the GLOWmum shall be released from all future contractual liabilities toward GLOW-inc.

27. Suspension

GLOW-inc shall be entitled to place a GLOWmum on suspension for a maximum period of ninety (90) days in order to give time for a fair investigation into allegations for a breach of these Terms and Condition. The right of a suspended GLOWmum to receive commissions or bonuses from GLOW-inc ceases immediately from the date of suspension through to the end of the suspension period. A suspended GLOWmum must cease selling the Products, sponsoring GLOWmums, using GLOW-inc promotional materials, Trade Mark(s), trade names, logos and colour schemes, cease representing herself as a GLOW-inc GLOWmum or cease acting in any way which may be adverse to the business of GLOW-inc or its GLOWmums. At the expiry of the suspension period the GLOWmum may be fully reinstated to good standing with GLOW-inc and any bonuses or commissions earned

during that suspension period (if any) paid or where the suspension is for breach of these Terms and Conditions may be terminated forthwith in accordance with these Terms and Conditions with effect from the date of the suspension.

28. Customer Enquiry or Order Procedure

In the case of enquiries or orders made directly to GLOW-inc's website without reference to a GLOWmum, GLOW-inc will use reasonable endeavours to ascertain whether the contact was initiated by a GLOWmum. If so, the person making such enquiry or order will be requested to nominate the GLOWmum in question. Orders resulting from the public relations or other marketing of GLOW-inc or GLOW-inc Products without any personal contact with a GLOWmum will be credited to the most active GLOWmum who operates in the reasonable vicinity of the enquirer. Most active will be defined by Direct sales within the last three months.

29. Confidentiality

All details of the Products and endorsements, testimonials and reports relating to them, and information relating to other GLOWmums and Customers of GLOW-inc are the property of GLOW-inc and may only be used in the proper promotion of the Business as provided for under the GLOWmum Agreement. They may not otherwise be used by the GLOWmum in any other context, whether before or at any time after termination of the GLOWmum Agreement and all copies of the same shall be returned to GLOW-inc forthwith upon termination of the GLOWmum Agreement.

GLOW-inc's Genealogy Reports contain confidential information which is highly sensitive and valuable to GLOW-inc's business and which shall at all times remain the property of GLOW-inc. In the event that GLOW-inc shall agree to disclose details of any of its Genealogy Reports to the GLOWmum:

- a. the GLOWmum shall (to the extent such details are not publicly available other than by breach of the GLOWmum Agreement) at all times and without limit in time, treat such details as confidential information in the nature of a trade secret and shall not use or disclose or permit the use or disclosure of such details to any other person (and shall take all reasonable steps to protect and maintain the security of the information) and shall use the details solely for the benefit of the GLOWmum's Business and of GLOW-inc and for the stated purpose for which they were provided;
- b. the GLOWmum shall return copies of any such information to GLOW-inc forthwith upon the termination of the Agreement for whatever reason.

30. Set Off

In addition to any other rights and remedies available to GLOW-inc but subject to the statutory rights of the GLOWmum and to the DSA Code, if any amount payable by the GLOWmum to GLOW-inc becomes overdue, GLOW-inc may deduct such amount from any monies due from GLOW-inc to the GLOWmum.

31. Entire Agreement

The Application Form, these Terms and Conditions and the Career Plan, each of which documents is hereby incorporated by reference into the Agreement shall constitute the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all previous agreements and representations (whether written or oral) made between the parties prior to the GLOWmum entering into the Agreement. In the case of conflict between these Terms and Conditions and any other document, these Terms and Conditions shall prevail.

32. Severability

If at any time any term or provision in the GLOWmum Agreement, including the Application Form, these Terms and Conditions and the Career Plan, (as amended from time to time) shall be held to be illegal, invalid or unenforceable in whole or in part under any rule of law or enactment such term or provision or part shall to that extent be deemed not to form part of the GLOWmum Agreement or the Application Form, these Terms and Conditions or the Career Plan but the enforceability of the remainder of the GLOWmum Agreement shall not be affected.

33. Excuse for Non Performance

GLOW-inc shall not be responsible for delays and failures in performances thereunder, where performance is made commercially impracticable due to circumstance beyond GLOW-inc's reasonable control. This includes, without limitation, strikes, labour difficulties, riot, war, fire, death, acts of God, and curtailment of GLOW-inc's usual source of supply, or government decrees or orders.

34. Notices

All notices to be given pursuant to the GLOWmum Agreement, shall be given to the GLOWmum by GLOW-inc by sending the notice by special delivery or recorded first class post or where appropriate by publication on GLOW-inc's website, newsletter or by email addressed to the GLOWmum at the last address on file with GLOW-inc or by the GLOWmum to GLOW-inc by recorded first class post to GLOW-inc at its address set out in the Application Form or as notified from time to time.

35. Variations

GLOW-inc may, at any time and at its sole discretion, make alterations to the GLOWmum's Handbook and the Career Plan (as amended from time to time) but on the understanding that GLOW-inc shall, where practicable, provide the GLOWmum with thirty (30) days prior written notice of such changes. GLOW-inc reserves the right to amend this Agreement on reasonable written notice to the GLOWmum, which shall be at least thirty (30) days, where practicable, except where such amendment relates to the financial obligations of the GLOWmum, when sixty (60) days' written notice shall be given. The placing of orders by the GLOWmum and/or continued promotion of the GLOW-inc business opportunity following the issue of such notice of amendments will conclusively indicate acceptance by the GLOWmum of such amendments to this Agreement.

With respect to the variable monthly targets for Personal Sales Bonuses detailed in the Career Plan, the monthly targets will be announced by email or on the website prior to the start of the month to which they pertain. If, for any reason, GLOW-inc fails to give notice of these targets before the start of the said calendar month, the targets from the immediately preceding month shall remain in force.

36. Third Party Rights

No third party which is not a party to this Agreement may enforce any terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

37. Non Waiver Provision

Failure of GLOW-inc to exercise any rights stated in the GLOWmum Agreement, the Terms and Conditions and other relevant documentation shall not constitute a waiver of GLOW-inc's right to demand exact compliance therewith and waiver by GLOW-inc of any breach in such documentation shall not constitute a waiver of any prior, concurrent, or subsequent breach by the GLOWmum. Any waiver by GLOW-inc must be issued in writing by GLOW-inc.

38. Assignment

GLOW-inc may assign this Agreement or any of its rights and obligations hereunder.

This Agreement is personal to the GLOWmum and neither this Agreement nor any benefit under this Agreement may, without the prior consent in writing of GLOW-inc, (which may be given on such terms as to guarantee or indemnity or otherwise as GLOW-inc thinks fit) be assigned, mortgaged, charged or otherwise disposed of, nor may the GLOWmum sub-contract or otherwise delegate any of her obligations hereunder.

39. Governing Law

The terms and provisions of the GLOWmum Agreement, including the Career Plan and the Terms and Conditions and all other relevant documentation and any dispute arising thereunder shall be governed by English law and the GLOWmum and GLOW-inc hereby submit to the jurisdiction of the English Courts.

Appendix A
About the
GLOW-inc Career
Plan for
GLOWmums

Career Plan for GLOWmums

NOTE: The term GLOWmum can also mean GLOWdad (even GLOWgran or GLOWgramp) and is not intended to be gender or age specific.

GLOW-inc which is the trading name of GLOW-inc Limited (registered in England number 5095293 whose registered office is situated at 35 New Road, Chippenham, Wiltshire SN15 1HP ("GLOW-inc") is the sole promoter of this trading scheme in the United Kingdom. The products supplied under this scheme are clothing and accessories supplied by GLOW-inc and such other products as GLOW-inc may market from time to time. Sales of these products are made by GLOWmums, who participate in the scheme as distributors.

Introduction

GLOW-inc wants GLOWmums to be well rewarded for their efforts in selling our products. Your success is our success. However, nothing is ever easy and your rewards will be commensurate with the amount of effort and enthusiasm you put in. Never let anyone fool you with stories of fabulous incomes just rolling in – success in direct sales comes to those who are organised, efficient and consistent in their endeavours.

You may choose your hours and also whether you want to build on your sales business by recruiting, training and managing new GLOWmums or not. We hope that you will want to become a High GLOWmum and, in addition to the Career Plan, GLOW-inc will support you fully with leadership training. However, you should be aware that being a High GLOWmum demands that you achieve your own sales targets and actively support and motivate your team. (See Clause 13c of the Terms and Conditions).

At first glance, the GLOW-inc Career Plan may seem a bit daunting. Don't be put off, once you understand the concept of genealogy it becomes easier – and the more difficult bits relate to High GLOWmums. By the time you decide to become a High GLOWmum we promise that you will understand it all and see why it is the way it is.

NOTE: It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.

Do not be misled by claims that high earnings are easily achieved.

GLOWmum REWARDS

This Plan particularly rewards GLOWmums who achieve monthly goals and are consistent in doing so.

To become **active and activated**, you must achieve £200 worth of personal sales within the first three months of joining.

- The first reward is the **Retail Discount** – this is the difference between whatever you charge for the product and the wholesale price, which is a 25% discount to RRP. You are free to set your own prices and so the actual amount may vary
- The second is an additional **Personal Sales Bonus** of EITHER 5% if your commissionable sales within the month exceed the lower of the two variable targets OR 10% if you exceed the higher of the two variable targets. (Commissionable sales are calculated at RRP excluding VAT.) **NOTE:** These targets will vary month-by-month and will be announced to you by email before the start of each month
- In addition, if you have commissionable sales in excess of £400 in EACH month of a calendar quarter, a further 2.5% GLOW Consistency Bonus will be paid to you
- GLOW credits are earned at the rate of three per every whole multiple of £200 in commissionable sales. Thus £450 is 6 GLOW credits; £190 is 0 GLOW credits, etc. These are generally worth £1.00 each and can be used to buy sales aids and other non commissionable products that may be available from time-to-time.

GLOW-inc will also use reasonable endeavours to identify a GLOWmum with each referral sale made through the Company's website to end consumers. 50% of such sales will be credited to the identified GLOWmum and will count toward her targets and bonuses. Also the Company will pay 50% of the Retail Discount (i.e. 12.5%).

In addition, GLOW-inc is planning a fantastic range of special prizes and events for those GLOWmums and High GLOWmums who excel. These will be announced throughout the year and will include exotic trips, luxury weekend breaks and special days out – some awards

Career Plan for GLOWmums

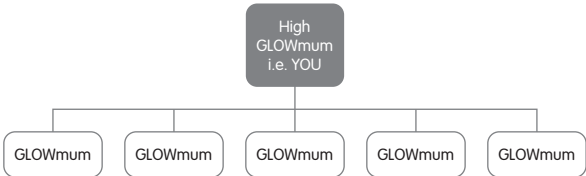
will be family orientated and some designed specially for pampering you, by your-deserving-self. There will also be a catalogue of luxury gifts such as collectibles you can win.

HIGH GLOWmums

Leadership is firstly about recruitment of good people and their training and then the on-going support and motivation of your recruits.

To be a High GLOWmum, you must have at least five **Active and Activated (A&A)** GLOWmums – see Glossary of Terms – and achieve £200 per month in personal sales yourself and a total of £2,000 in **Central Team Sales** – see Glossary of Terms – i.e. between you and the five other GLOWmums.

Your Central Team



Leadership Qualifications: 5 A&A Personal Recruits in Your Team
£200 Personal Sales Yourself
£2,000 In Total of Central Sales

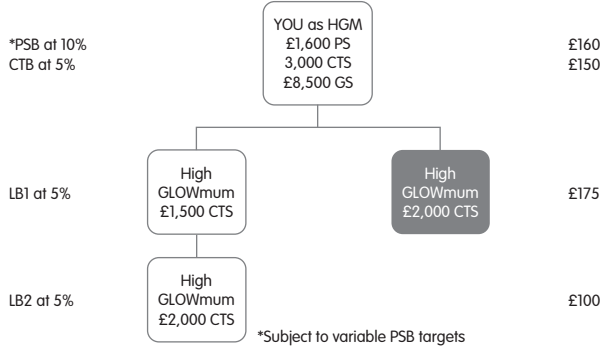
Once you do this, you will receive training and become a High GLOWmum – see Section 2. The next step is to ensure that all your recruits are trained and motivated so that they remain A&A and contribute good sales to your Central Team. For this, in addition to the GLOWmum rewards (as above) on your own personal sales, you receive a 5% **Central Team Bonus** on all the sales within your team, including your own personal sales, but excluding the sales of any **Breakaway** – see Glossary of Terms or next paragraph.

You are encouraged to get your recruits to recruit also, so that they too become High GLOWmums. Each time a person you recruited becomes a High GLOWmum in your team, she becomes a **Breakaway** and is promoted out of your **Central Team**. Each time you accomplish this, assuming she becomes leadership-qualified within three months, you get a special £100 bonus. In any event, when you promote someone out, you get a **'Grace Period'** – see Glossary of Terms – where for one month only you maintain your leadership-qualified status with only three A&A GLOWmums and Central Team Sales of only £1,000.

Furthermore, provided your newly promoted High GLOWmum keeps her team and sales going to remain **Leadership Qualified (LQ)**, you earn 5% on the sales of her team as your **Level 1 Leadership Bonus (LB1)**. She is in your **first generation** of your genealogy and, provided she remains active and leadership-qualified, your **active width** is now one leg. Hopefully, with your encouragement and support, she too will go on to encourage her GLOWmums to become High GLOWmums and so build a second generation and so on and so forth.

NOTE: It is vitally important to the businesses of both yourself and GLOW-inc that you develop width (see Glossary of Terms) in order to increase and sustain product sales – i.e. you personally recruit as many GLOWmums as possible and promote as many of them as possible to leadership qualified High GLOWmums. First and foremost, this requires these recruits to be successful with their sales resulting from the support and motivation given to them by their Sponsor, as well as recruitment. Width provides stability and consistency for both our respective businesses. The example described above is just one active leg in terms of width; the example below has two active legs.

To qualify for the **Level 2 Leadership Bonus (LB2)** of 5%, you must have an active leadership-qualified width of two and total group sales (GS) of £8,000. The following example shows what we mean and how much the bonuses will be (excluding the £400 of Retail Discount (25%) you would earn on your personal sales of £1,600 assuming you sold at RRP):



In the above example, there are also two other bonuses being paid: i) the shaded HGM has recently been promoted and is leadership-qualified within her first three months as an HGM, so therefore you'd also earn the £100 GLOW Promotion Bonus; ii) your personal sales of £1,600 receives three GLOW credits per £200, so 24 GLOW credits in total.

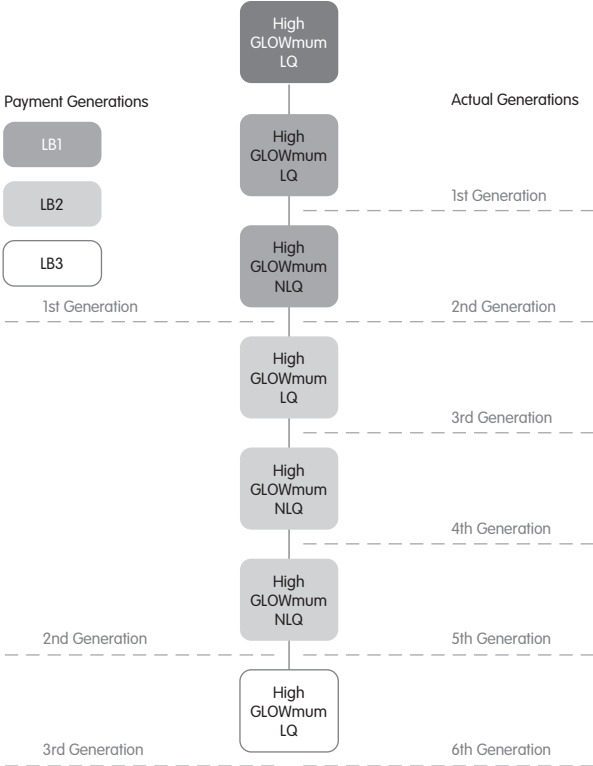
Career Plan for GLOWmums

If you have qualified by sales of £400 in each of the three calendar months of a quarter, you would also earn the 2.5% GLOW Consistency Bonus on your personal sales. **NOTE:** The HGM with £1,500 CTS is in her grace period following the promotion of the HGM beneath her.

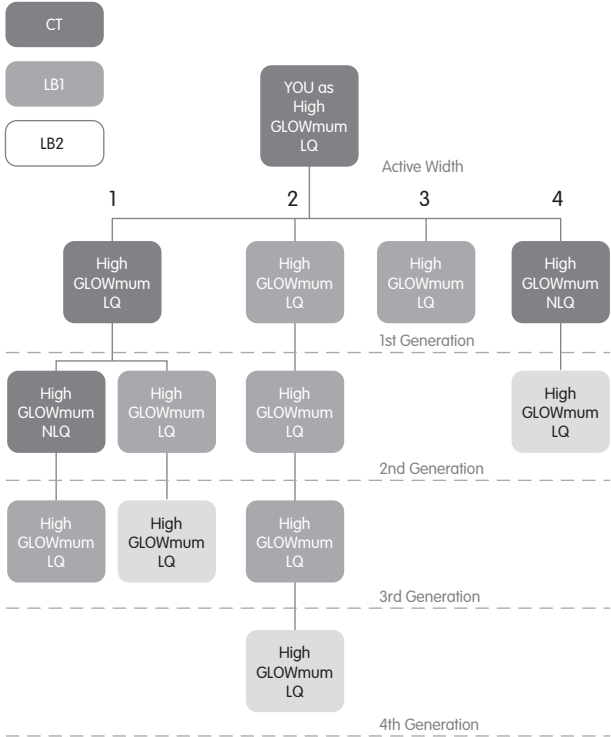
The third level of **Leadership Bonus (LB3)** is only paid when you have an active width of four other leadership-qualified High GLOWmums, plus group sales (GS) of £16,000. The HGMs do not have to be in the 1st Generation but must be in separate legs.

Leadership Bonuses are subject to and paid under a system called **Compression**. This means that successive generations who are not leadership-qualified are rolled up to the next highest leadership-qualified High GLOWmum. This is good for you and increases your earnings potential, so try to take the time to understand it.

Example of Compression



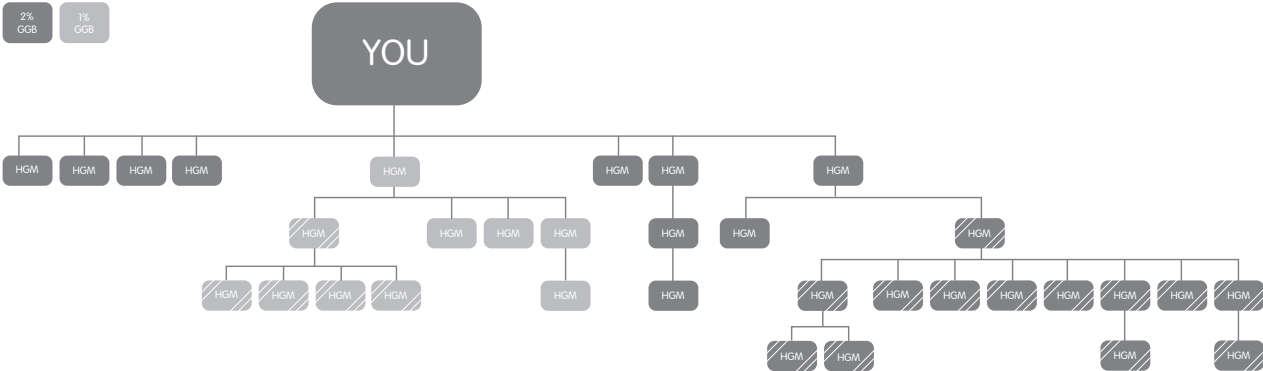
Example of Compression Payments over Generations



- As a Leadership-Qualified HGM, you will earn a **Central Team Bonus (CTB)** on your own Central Team as well as picking up the Central Team Bonus of your Unqualified 1st & 2nd Generations
- You will also earn **LB1** on your Qualified 1st Generation and on your Qualified 2nd & 3rd Generations who have compressed up to your 1st Generation. Furthermore, you earn **LB1** on your Unqualified 2nd & 3rd Generations
- In addition, you will be paid **LB2** on your Qualified 3rd & 4th Generations who have compressed up to your 2nd Generation.

Career Plan for GLOWmums

Example of GLOW Group Bonus



- The **GLOW Group Bonus (GGB)** – is a ‘differential’ bonus paid down to but NOT including the next GGB qualified HGM. It is paid at the rate of 2% to HGMs who have an active width of eight with £32,000 GS and the rate of 1% to those HGMs with an active width of four with £16,000 GS
- As you are a leadership-qualified HGM with an active width of four or over you are qualified to receive LB3. However, with an Active Width of eight and total group sales (GS) of £32,000, you are also qualified to earn 2% GGB
 - You will earn 2% GGB on your own Central Team, plus all your other HGMs who are not qualified to earn GGB
 - You will earn 1% GGB on all your HGMs who have an active width of four with total £16,000 GS and who are therefore qualified to earn 1% GGB (2% - 1% = 1%)
 - But you will NOT earn GGB on her 2nd Generation HGM (hatched) as she has an active width of eight with £32,000 GS and is thus also qualified to earn 2% GGB on her total group
- The HGM in your 1st Generation, who is qualified to earn 1% GGB, will earn 1% on her own Central Team and on all her HGMs who are not qualified to earn GGB. However, she will NOT earn GGB on her 1st Generation (hatched), who are also qualified to earn 1% GGB.

Career Plan for GLOWmums

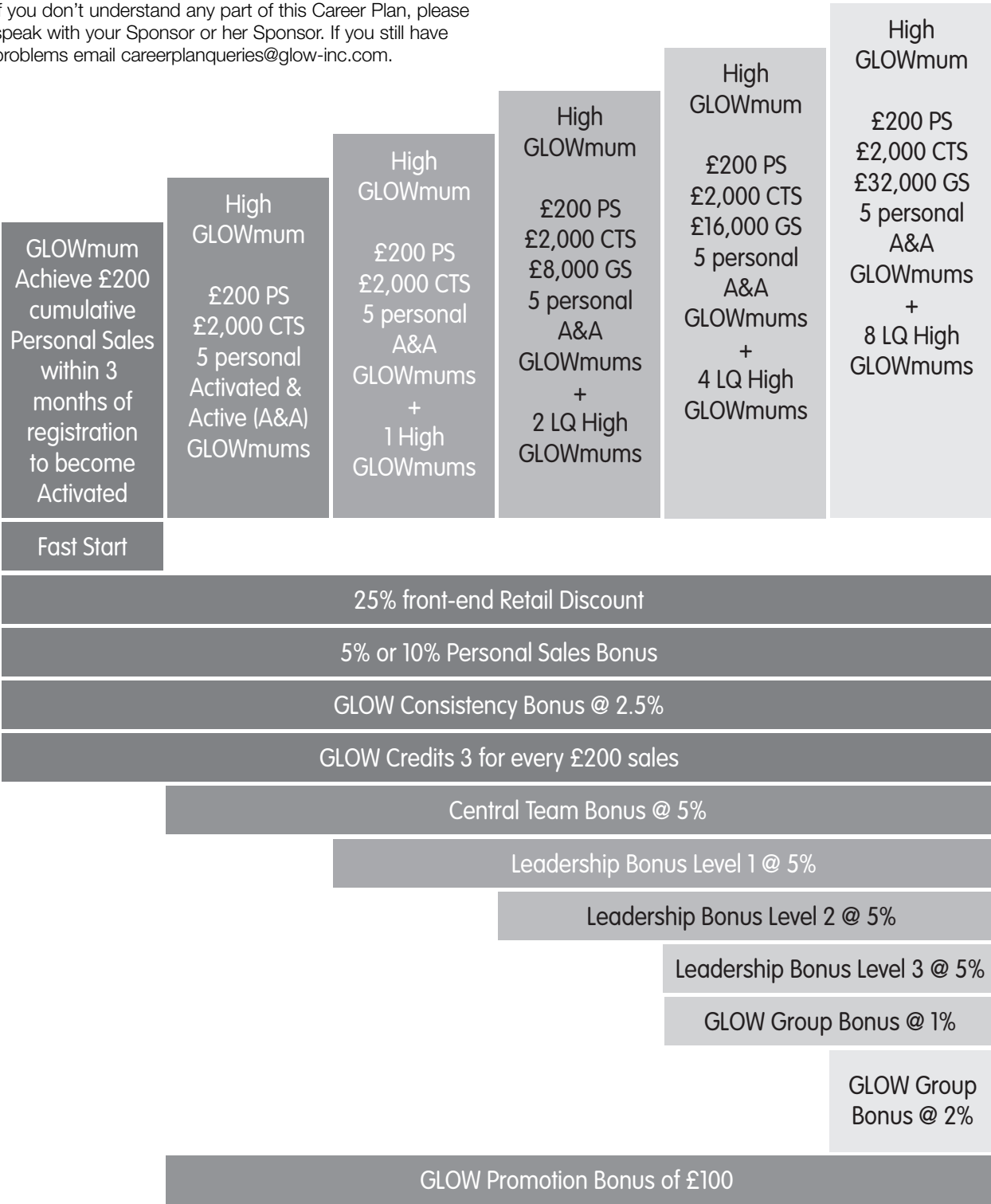
Other Rules

- To become Active and Activated (A&A), a new GLOWmum has to achieve £200 in cumulative personal commissionable sales within three full calendar months of their registration
- To remain 'Active', a GLOWmum has to achieve £200 cumulative personal commissionable sales in a rolling three month period
- Qualification and bonuses are based on commissionable retail sales net of VAT (NOTE: For the most part GLOW-inc products are zero-rated for VAT purposes.)
- In order to earn bonuses, a GLOWmum or an High GLOWmum has to be Bonus Qualified; i.e. having achieved £200 PS in the calendar month
- To 'Title Qualify' as a High GLOWmum, the GLOWmum must have:
 - Five A&A Personally Sponsored GLOWmums
 - £200 in Personal Commissionable Sales
 - £2,000 in Central Team Commissionable Sales, of which £1,000 must not be used by another GLOWmum for Title Qualification
- The High GLOWmum title is effective from the 1st of the month following promotion
- Title Maintenance – High GLOWmums must leadership qualify once every six months in a rolling six month period to remain as HGMs, otherwise they will be reclassified to a GM and return to the upline HGM's Central Team
- There is a three-month 'Catch Up' rule, when a GLOWmum is promoted to HGM ahead of her Sponsor. The Sponsor then has three months to promote to HGM herself or lose her downline HGM
- Central Team Bonus is only paid to leadership-qualified High GLOWmums
- GLOW Consistency Bonus at 2.5% is paid on cumulative personal sales when a minimum of £400 in personal commissionable sales is achieved every month for three consecutive months, in each calendar quarter
- GLOW Credits can only be used against sales aids and non commissionable product
- A one-month Grace Period follows the promotion of a High GLOWmum out from the HGM's Central Team. Central Team Sales criteria is reduced from £2,000 to £1,000 and the number of A&A personally sponsored GLOWmums is reduced from five to three
- The GLOW Promotion Bonus of £100 is paid one time only to the upline HGM, each time when a GLOWmum from her central team first promotes to High GLOWmum and is leadership-qualified within three months of her promotion and the upline HGM is herself bonus qualified with £200 PS. The bonus is not paid when a HGM steps down and/or has to re-qualify for HGM
- A Leg is an individual line of sponsorship. Therefore, if there are two LQ HGMs under an unqualified HGM, they only count as one LQ Leg, similarly two HGMs under a GM only counts as one Leg
- Width is each Leg containing a High GLOWmum
- Active Width is each Leg containing a Leadership-Qualified (LQ) High GLOWmum
- The compression rule is applied when calculating the Active Width of a HGM and for payment of leadership bonuses. Compression is not applied to unqualified volume. E.g. An HGM has £1,000 CTS (not leadership qualified) the upline HGM cannot use the £1,000 to achieve her £2,000 CTS to be leadership qualified
- Maternity Leave – the company offers a three-month grace period to HGM's when the personal sales requirement is waived, providing they enter that period as being 'Active'
- Holiday Months. In both December and August, HGM's Central Team Sales requirement is reduced to £1,000; there is no reduction on Personal and Group Sales. Should the HGM be in a grace period and in a holiday month following a promotion of a new HGM out in July or November, then the HGM's CTS is further reduced to £500
- Internet Sales will contribute 50% for both qualification and bonuses. E.g. A £100 internet order will give the linked GM £50 towards her personal sales and both she and her upline will receive bonuses on the net value of £50. In addition, the equivalent of 50% of the Retail Discounts will be paid as commission, i.e. at the present rate of 12.5%.

NOTE: All commissionable sales are calculated at RRP excluding VAT. You are free to set your own pricing.

Career Plan for GLOWmums

If you don't understand any part of this Career Plan, please speak with your Sponsor or her Sponsor. If you still have problems email careerplanqueries@glow-inc.com.



Glossary of Terms

A&A

Active and activated. New GLOWmums who have achieved £200 in cumulative personal commissionable sales within three full calendar months of their registration date.

Active

A GLOWmum who has achieved £200 cumulative personal commissionable sales in a rolling three month period.

Active Width

The number of separate legs containing a Leadership Qualified High GLOWmum.

Breakaway

Any GLOWmum who meets the criteria to become a High GLOWmum, and breaks out of their Sponsor's Central Team.

BQ

Bonus Qualified, having achieved £200 PS in the calendar month. No bonuses will be paid if the GLOWmum/High GLOWmum is not personally bonuses qualified.

Compression

When the Leadership Qualified HGM is not necessarily 1st Level. The unqualified levels are compressed up for both qualification and payment.

Commissionable Sales

Sales you make at Parties or via the website excluding sales aids, Hostess Gifts, samples, and all products bought with GLOW credits.

CTB

Central Team Bonus – paid to leadership qualified High GLOWmums.

CTS

Central Team Sales – the sales of everyone in your central team including your personal sales. Excludes the sales of any breakaway.

CT

Central Team – everyone who the GM recruits and their recruits recruit down to but not including a HGM and their team.

Downline

Everyone a GLOWmum recruits and the recruits recruit all the way to the bottom of their business.

GC

GLOW credits – earned monthly and used to buy non commissionable product and sales aids.

GCB

GLOW Consistency Bonus. A retrospective 2.5% bonus paid on personal sales when a minimum of £400 in personal commissionable sales is achieved every month for three consecutive months. January – March, April – June, July – September, October – December, paid at the end of each quarter.

GEN

Generation. Each level of downline High Glow Mum.

GGB

GLOW Group Bonus – a one generation differential bonus paid to those High GLOWmums who are qualified to receive LB3 payments and have the required 'Active Width'.

GM

GLOWmum. Generic term for everyone belonging to the GLOW-inc genealogy.

Glossary of Terms

Grace Period

The month following the promotion of a High GLOWmum from your central team. For one month only your Central Team Sales criteria is reduced to £1,000 & three A&A.

GPB

Glow Promotion Bonus – every time a HGM promotes out a HGM from their central team they could be eligible to receive a one off bonus payment of £100, when the new HGM leadership qualifies within three months of their promotion and they are personally bonus qualified with £200 PS.

GS

Group Sales – total sales of your downline including other HGMs.

HGM

High GLOWmum. A GLOWmum who has achieved all the criteria to become a High GLOWmum.

LB1, LB2 & LB3

Leadership Bonus – a Generation Bonus paid to Leadership Qualified High GLOWmums dependant on their Leadership Qualified HGM structure in the calendar month.

Leg

An individual line of sponsorship.

LQ/NLQ

Leadership Qualified. A HGM who has achieved £200 PS and £2,000 CTS in the calendar month. NLQ is Not Leadership Qualified – i.e. has failed to achieve these PS and CTS targets in the calendar month.

PSB

Personal Sales Bonus of 5% or 10% paid on personal commissionable sales depending on volume of personal commissionable sales achieved in the calendar month. The targets will be variable.

PS

Personal Commissionable Sales, assessed at RRP excluding VAT.

Sponsor

The GLOWmum who recruited you into GLOW-inc.

Width

The number of separate legs containing a High GLOWmum.