

SOCIAL MEDIA POLICY
FOR
DISTRIBUTOR POLICIES & PROCEDURES GUIDE

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Q. SOCIAL MEDIA

Social Media is a powerful tool that can create new opportunities and promote brand image if used properly, but it can also be damaging and harmful to businesses. SeneGence promotes these policies to ensure that Distributor and/or SeneGence are not harmed through Distributor's use and participation in Social Media.

It is important to understand and familiarize yourself with the Direct Selling Association's ("DSA") Code of Ethics and follow those guidelines when using all Social Media forums. [*DSA Code of Ethics*: http://www.dsa.org/docs/default-source/Code-of-Ethics/dsa_codeofethics12-18-2015.pdf?sfvrsn=0].

Social Media is any computer-mediated tool that allows people to create, share or exchange information, career benefits, ideas, pictures, videos, etc. through virtual communities and/or computer networks. These virtual communities and/or networks are known by many trade names, including, but not limited to, the following: Facebook[®], LinkedIn[®], Myspace[®], Twitter[®], Instagram[®], Snapchat[®], YouTube[®], and Periscope[®]. These communities also extend to participation in a blog and wiki page.

The use on Social Media of any SeneGence trademarked or copyrighted material, including but not limited to SeneGence trade names, logos, artwork, and anything that is similar to SeneGence trademarked or copyrighted material, shall be subject at all times to the general requirement that such use be specifically approved in writing by the SeneGence Compliance Officer or Legal Department.

Any use on Social Media of trademarked or copyrighted material must identify the Distributor boldly, clearly, and prominently as an Independent Distributor of SeneGence. When included in listings of any kind, Distributor's Social Media user profile must appear under the most appropriate topical heading available through the Social Media provider. The Distributor must identify himself or herself as an Independent Distributor rather than as "SeneGence" or anything that could cause consumers to believe that the Distributor is the corporate office or anything other than an Independent Distributor.

Where available, such listings can appear only in "Independent Distributor," "Independent Contractor," or "Distributor" categories, and the use on Social Media of any trademarked or copyrighted material shall be specifically limited as follows:

1. Prohibited Uses.

a. Trademarked or copyrighted material shall not be used as any part of a user profile, user name, topic identifier, subject identifier or any other means to identify yourself or the subject or topic matter of Distributor's Social Media post and/or comment. This policy applies to any Social Media utilized. All user profiles and/or user names must clearly state Independent Distributor of SeneGence, and include, whenever possible or practicable, your SeneGence independent distributor number.

For example, the use of profile names and/or domain names or any other means to identify yourself on Social Media accounts with names such as, SeneGence Ladies, SeneGence.com/lips, LipSense Lady, BrowSense Broker, SeneGence Store, @senegencelips, @senegence, @lipsense, @senedermsolutions, would all be prohibited uses of trademarked or copyrighted material.

b. Distributors may not place buttons, pop-up ads, banners, or any other type of advertisement on any Social Media post and/or comment using trademarked or copyrighted material, with the exception of SeneGence provided graphics and artwork located in the Distributor Back Office.

c. Distributors may not direct Social Media followers to any auction site or other website where sale of product is conducted on the Internet. Distributor, however, may direct Social Media followers to their SeneSite™ or their Customer Direct Order Program™ (“CDO™”) site, if Distributor participates in the CDO™ Program.

d. Distributors may not in any way purposely direct Social Media followers to unapproved websites or allow Social Media followers to be directed to unapproved websites using trademarked or copyrighted material.

e. Distributors are prohibited from posting or otherwise communicating in any manner, comments or materials that, in the sole discretion of SeneGence, is harmful to the good name or reputation of SeneGence.

f. Distributors are prohibited from using any trademarks, copyrights, or other intellectual property of any third party, including but not limited to trade names, logos, artwork, and anything that is similar to a third party's trademarked or copyrighted material.

2. Limited Uses.

a. Trademarked or copyrighted material may be used as part of the content of any Social Media post and/or comment if it is: (1) a Company-approved post (e.g. a “share” on Facebook of a Company post, a “retweet” on Twitter of a Company post, etc.); (2) specifically approved by SeneGence prior to posting and/or commenting (e.g. based upon Company distributed marketing materials); (3) provided to the Distributors by SeneGence as an approved Social Media tool referencing the product and to the Distributor's SeneSite™ (e.g. available in the Back Office); or (4) a stock photo provided to the Distributors by SeneGence for use in marketing and development (e.g. available in the

Back Office). Distributors may modify Company provided materials, but any modifications must otherwise comply with the Distributor Policies and Procedures, including Section 4 (Trademarks, Literature, and Advertising).

b. Distributors shall ensure that all trademarks used are properly marked with the appropriate trademark notices indicating federal registration for registered marks or indicating common law notice for unregistered marks. The appropriate statutory notice indicating federal registration of a mark is “®”, so that statutory notice would appear, for example, as LipSense®. The appropriate common law notice indicating an unregistered mark is “TM”, so the common law notice would appear, for example, as SenseCosmetics™.

c. Trademarked or copyrighted material shall not be used by Distributors to register for any Social Media. For example, such material shall not be used as part of a user name, page name, group name, or web address (URL).

3. Guidelines.

a. Where available, the Distributor is encouraged to participate in a SeneGence Social Media workshop/lecture in order to familiarize themselves with proper use and guidelines of the Social Media networks available to them.

b. If a Distributor participates in Social Media, the following guidelines are designed to protect Distributor and Company. These guidelines will assist Distributor when Distributor uses Social Media to promote your business and build customer loyalty.

Use Your Real Identity

Always use your real identity and properly disclose that you are an Independent Distributor of SeneGence. If a Social Media post and/or comment may lead to confusion about whether or not you are an independent distributor, please note on your post and/or comment, e.g., “I am an Independent Distributor of SeneGence”, “Not affiliated with or an employee of SeneGence International”, “#independentdistributor”, “#distributorad”, etc.

Properly Disclose Advertisement Material

To avoid any claims of false or deceptive advertising, always disclose that your post and/or comment is an advertisement, e.g., “Independent Distributor Advertisement”, “#ad”, “#advertisement”, “#sponsored”, etc.

Do Not Make Any False Claims

i. Make accurate and truthful statements in Social Media posts and/or comments of products and services with respect to price, grade, quality, make, value, performance, quantity, and availability.

- ii. Do not make any deceptive, unlawful, or unethical consumer recruiting practices in Social Media posts and/or comments.
- iii. Do not make any statements, promises, or testimonials which are likely to mislead consumers or prospective Distributors in Social Media posts and/or comments.
- iv. Do not make any therapeutic or curative claims for products in Social Media posts and/or comments.
- v. Do not make any claims in Social Media post and/or comments for any SeneGence products that are not contained in the official Company literature.

Only Bind Yourself

Do not commit SeneGence to do or not do any specific conduct. Your position as an independent distributor provides you with no authority to do so.

Avoid Financial Disclosures and/or Earnings Representations

- i. Do not comment or post any statements that disclose actual or implied financial performance or condition of SeneGence. Likewise, do not comment or post any statements that represent the actual or potential sales or earnings of Distributors. Also, do not make any statements that could be deemed a violation of federal or state securities laws such as disclosure of nonpublic information.
- ii. Do not make any lifestyle claims regarding the benefits of a SeneGence Independent Distributorship.

Respect the Privacy of Others and Maintain Your Privacy

Do not ask other Distributors or third-parties for their login credentials and/or passwords to their Social Media accounts. Likewise, do not provide your login credentials and/or passwords to your Social Media accounts to other Distributors or third-parties.

Avoid Malicious, Abusive, Threatening, Defamatory, or False Statements

- i. Social Media posts and/or comments should not be offensive or meant to harm someone's reputation, and should not create a hostile environment due to: age (40 and over); ancestry; color; race; gender; gender identity; gender expression; genetic information; marital status; medical condition, including those related to pregnancy, childbirth, or breastfeeding; denial of family and medical care leave; mental disability; national origin; physical disability; religious creed; sex; sexual orientation; past, current or prospective service in the uniformed

services; or any other categories protected under applicable federal, state or local law.

- ii. Do not make any posts or comments that hold SeneGence or another SeneGence Independent Distributor in a bad light or in a manner that may harm the reputation of SeneGence and its Distributors.

Common Sense Principles Should Always Apply

Understanding and implementing these policies is important, but the reality is that Distributor's own experiences with Social Media will demonstrate to the Distributor that the lines between public and private, personal and professional are often skewed and distorted. Should you engage in Social Media, you may be creating perceptions and opinions about Distributor and/or SeneGence without knowing or intending it, and, as such, always conduct your activities with common sense principles; be professional, be straight forward, be appropriate, add value to the social discourse.

Reporting Unethical and/or Unlawful Conduct

If a Distributor witnesses or sees something online that is potentially defamatory, maliciously false, unlawful, and/or unethical conduct against SeneGence, SeneGence trademarked or copyrighted material, and/or another SeneGence Independent Distributor, please do not communicate or converse with the individual and please report such conduct to the SeneGence Compliance Officer or Legal Department immediately.

4. SeneGence Monitoring.

All Distributor Social Media posts and/or comments will be audited by SeneGence at any time. SeneGence reserves the right to require changes or deletion to any Social Media post and/or comments if the Company deems such action essential to protect the interests of SeneGence and its Distributors. If the Distributor fails to comply regarding such change and/or deletion requested, SeneGence reserves the right to suspend and/or terminate Distributor's SeneGence Distributorship, should the Distributor violate these Social Media Policies. The Social Media Policy for Distributor Policies & Procedures Guide is subject to change at the discretion of the SeneGence Compliance Officer or SeneGence Legal Department.

This policy is not intended to restrict communications or actions protected or required by federal, state or local law.