



Ayela International LLC "Company" is incorporated in Arizona as a direct selling company marketing natural products including skin care, makeup, soap and other consumer products.

Consultants:

1. A consultant completes the Company application and agreement either electronically or via paper application. Once accepted by the Company, the consultant is authorized to represent the Company based on the policies and procedures contained in this manual. This manual is subject to change without prior notice.
2. Consultants must be of legal age in the state in which they reside.
3. Every consultant is required to purchase a Quick Start Kit.
4. Consultants are wholly independent marketing representative who establishes and services retail customers for Company products as an independent consultant.
5. Each consultant shall file all federal, state, county and local taxes (including state and local sales tax). Consultants are responsible for obtaining any tax permits required and filing taxes on the timeline required by their state or local government.
6. You agree to indemnify and hold harmless the Company, its affiliates, agents, independent consultants, and their respective officers, employees, and agents from any and all liabilities, claims, expenses and damages, including reasonable attorneys' fees and costs arising out of or in any way related to your use of this business, purchase, sale or information regarding the Company.
7. The consultant may make no claims regarding the Company's products as to their therapeutic or curative properties. This includes making claims that the Company's products can cure or treat any disease or illness as these are medical claims. Medical claims are subject to the laws of the US Food and Drug administration.

Inventory

The Company neither encourages nor condones inventory stacking. Inventory stacking occurs when a consultant purchases more inventory that can be reasonably consumed or sold in order to qualify for incentives and bonuses. As a general rule, consultants should not order additional products unless they have sold or personally used at least 70 percent of previously purchased products.

Sponsoring

1. Any consultant who sponsors other consultants must fulfill supervisory functions including training of those sponsored. Consultants must have ongoing contact, communication and management supervision with his or her sales organization.
2. The Company rarely allows transfer of sponsorship. Transfers requests are evaluated on a case by case basis and may be approved or denied at the Company's discretion.



3. Consultants are not required to sponsor other consultants. If a Consultant chooses to build a team, they may not make income claims or projections.

Advertising

1. The Company name, Ayela International LLC, trademarks, and logos, and any derivations are reserved solely for Company use. The consultant may use company created marketing materials to advertise in print or online. Any other marketing materials must receive, in writing, Company approval before use. Consultants who fail to obtain Company permission for their marketing materials are subject to disciplinary action up to and including termination from the program.
2. The consultant is responsible for his/her statements (whether written or verbal) regarding the Company unless said statements are contained in official Company material. Consultants agree to indemnify the Company and hold harmless from any and all liabilities including judgments, civil penalties, refunds, attorney fees, and court costs of lost business incurred by the Company as a result of the consultant's unauthorized representations.
3. All Company materials are copyrighted and may not be reproduced without express written Company permission.
4. The consultant will have available (via the MyAyela back office) approved advertising including print materials, videos, and other online advertising options. Terms of use for each media type will be listed. If at any time a previously approved advertising item is removed, the consultant is required to cease distributing it. Official templates for business cards and stationary will be available for consultant use. All other printed materials must receive Company approval.

Internet & Websites

The Company recognizes the tremendous power of the internet. However, in order to protect the Company's products, trademarks and logos, a few rules must be established. Failure to abide by these rules can lead to disciplinary action including termination of consultant status.

1. No consultant may own a domain name or operate any website that has any derivation of Ayela or Ayela International. This also includes blogs, community sites (like MySpace) and directories. For example: AyelabyKim.com would be an unacceptable use of the Company's name.
 - a. A consultant MAY purchase and use a "redirect or forwarding" domain name to redirect traffic to their Ayela affiliate link or MyAyela website. An example of an acceptable direct name would be: bestnaturalskincare.com.



2. Consultants may not sell or promote Company products on any unauthorized internet sites such as eBay, Amazon etc.
3. At their expense, Consultants may purchase pay per click advertising. As with any non Company created advertising, all ads placed online must be reviewed by the Company BEFORE they are implemented. The MyAyela website will have detailed information regarding online advertising and approved advertising venues. This policy may be changed at any time. Updates will be posted on the MyAyela site.
4. No consultant may engage in unsolicited email (or SPAM). If a consultant maintains a private email list of customers, the consultant must clearly delineate how the customers may remove themselves. Requests for removal must be responded to promptly.

Other

Company products are intended to be sold “person to person”. Therefore, Company products may not be sold in retail establishments unless the consultant is there to present the Company, products and opportunity.

A consultant may participate in trade shows, vendor shows and exhibitions with written approval of the Company. Requests for approval must be received by the Company at least 2 weeks prior to the show.

Product sales at flea markets, swap meets and garage sales are prohibited.

To promote to a new level, consultants must meet the eligibility requirements as stated on the compensation plan. The compensation plan is subject to change.

Resignation or dismissal

At any time and for any reason, the consultant or the Company may terminate the business relationship.

If the Company terminates the consultant, a written notice of termination will be mailed to the consultant’s address on file. The consultant may appeal the termination in writing within 15 days of the date of mailing. Based on the appeal, the Company may reconsider the decision. Further decisions of the Company will be final.

The consultant agreement may be cancelled any time and for any reason. The consultant should notify the Company in writing of the decision to cancel. The Company agrees to repurchase any inventory that is resalable (unused/unopened) subject to a 10% restocking fee. The repurchase price is based on the net (wholesale) cost of the product.



Ayela International, LLC ~ PO Box 9232 Mesa, Az 85214-9232 623-455-6437

The Company reserves the right to amend these policies and procedures at any time. All consultants will receive notice of updates and changes. These updates and changes will presume to be accepted by the consultant unless a written objection is received by the Company within 30 days of date of publication.

These policies and procedures are subject to the laws of the state of Arizona. If any portion of these rules and regulations are deemed invalid by a court of competent jurisdiction, the balance of the rules and regulations shall remain in full force and effect.