

BRAND AMBASSADOR
AGREEMENT &
COMPENSATION PLAN



CARELUMINA

SECTION A - INTRODUCTION AND COMPENSATION PLAN

WELCOME TO CARELUMINA. CARELUMINA PROVIDES SOMETHING FOR EVERYONE. WITH INNOVATIVE AND EVOLUTIONARY PRODUCTS AND SERVICES WE'RE TRANSFORMING LIVES USING A UNIQUE APPROACH TO HEALTHCARE, WELLNESS, BEAUTY AND LIFESTYLE. SUCCESS WITHIN THE CARELUMINA COMPENSATION PLAN STARTS WITH THE CUSTOMER. OUR PRIMARY FOCUS IS ATTRACTING, RETAINING AND GROWING CUSTOMERS.

1. BRAND AMBASSADOR STATUS AND QUALIFICATION LEVELS

Position	Benefits and Qualification
Affiliate - AF	Receive compensation on Personal Sales from Direct Retail Customers or Preferred Customers who have purchased a product or service for one time use or through an Smartship program.
Independent Representative - IR	(IR's) receive compensation on Personal Sales from Direct Retail Customers or Preferred Customers who have purchased a product or service for one time use or through an Smartship program. (IR's) will only be paid on product or service sales on its first Level. (IR's) wishing to earn override Downline income as outlined in the Compensation Plan must qualify for the Status of Manager.
Manager - MG	To achieve Manager (MG) Status an (IR) must achieve by selling products or services three (3) Customer Points within its Downline during the qualification pay period. <i>Customer Points = 3</i>
Senior Manager - SM	To achieve Senior Manager (SM) Status an (IR) must achieve by selling products or services five (5) Customer Points and must Personally Sponsor two (2) Independent Representatives who qualify for the Status of Manager (MG) within its Downline during the qualification pay period. <i>Customer Points = 5 + Personally Qualified Managers (MG) = 2</i>
Regional Manager - RM	To achieve Regional Manager (RM) Status an (IR) must achieve by selling products or services ten (10) Customer Points and must Personally Sponsor two (2) Independent Representatives who qualify for the Status of Manager (MG) within its Downline during the qualification pay period. <i>Customer Points = 10 + Personally Qualified Managers (SM) = 2</i>
National Manager - NM	To achieve National Manager (NM) Status an (IR) must achieve by selling products or services twenty (20) Customer Points and must Personally Sponsor three (3) Independent Representatives who qualify for the Status of Regional Manager (RM) within its Downline during the qualification pay period. <i>Customer Points = 20 + Personally Qualified Regional Managers (RM) = 3</i>
Director - DR	To achieve Director (DR) Status an (IR) must achieve by selling products or services thirty (30) Customer Points and must Personally Sponsor three (3) Independent Representatives who qualify for the Status of National Manager (NM) within its Downline during the qualification pay period. The Director (DR) must have a total of one thousand (1,000) total Downline Customer Points throughout the Directors (DR) total Downline. <i>Customer Points = 30 + Personally Qualified National Managers (NM) = 3 and Organizational Downline Customer Point Total = 1,000</i>
Presidential - PR	To achieve Presidential (PR) Status an (IR) must achieve by selling products or services thirty (30) Customer Points and must Personally Sponsor four (4) Independent Representatives who qualify for the Status of Director (DR) within its Downline during the qualification pay period. The Presidential (PR) must have a total of two thousand (2,000) total Downline Customer Points throughout the Presidential's (PR) total Downline. <i>Customer Points = 30 + Personally Qualified Directors (DR) = 4 and Organizational Downline Customer Point Total = 2,000</i>
Customer Specialist - CS	To achieve Customer Specialist (CS) Status an (IR) must achieve by selling products or services two hundred (200) Customer Points, have a total of two thousand (2,000) total Downline Customer Points throughout the (IR's) total Downline and maintain a Customer Retention Rate of no less than 8 Months. <i>Customer Points = 200 + Organizational Downline Customer Point Total = 2,000 and Average Lifetime Customer Retention Rate = 8 Months Average</i>

2. COMPENSATION PLAN

2.1. - Commissions and Financial Payments to Independent Representatives

Brand Ambassadors must be Active and qualified according to the Compensation Plan in order to be eligible to receive Financial Payments from Carelumina. Each product will be awarded a Commissionable Value. Financial Payments to a Brand Ambassador will be calculated based on the Carelumina Compensation Plan. The Commissionable Value of each product and service is outlined herewith and can be reviewed online at www.carelumina.com. Carelumina reserves the right to change the Commissionable Value of any product or service at any time without notice and at the Company's sole discretion. In order to provide each Brand Ambassador with unprecedented earning potential the Carelumina Compensating Plan offers numerous ways for Brand Ambassadors to earn compensation within the Carelumina Compensation Plan. The Carelumina Compensation Plan offers:

- Immediate, Residual and Override Income
- Leadership Bonuses
- Companywide Revenue Bonus
- Customer Acquisition Bonus
- Car Allowance Program

2.2. - Compensation Plan, Levels, Overrides, and Payments

All Compensation percentages listed within this Agreement and within the Carelumina Compensation Plan are calculated off of the Commissionable Value ^(CV) of the product or service and "not" off of the retail rate unless specifically specified otherwise.

	(AF)	(IR)	Manager (MG)	Senior Manager (SM)	Regional Manager (RM)	National Manager (NM)	Director (DR)	Presidential (PR)
Personal Sales ^(CV)	40%	50%	60%	60%	60%	60%	60%	60%
Override Level 1 ^(CV)			5%	5%	5%	5%	5%	5%
Override Level 2 ^(CV)			1%	2%	3%	4%	4%	5%
Override Level 3 ^(CV)			1%	2%	3%	4%	4%	5%
Override Level 4 ^(CV)			1%	2%	3%	4%	4%	5%
Override Level 5 ^(CV)			1%	2%	3%	4%	4%	5%
Override Level 6 ^(CV)			1%	2%	3%	4%	4%	5%
Car Allowance							\$800	\$1600

Bonus / %	Payment Levels and Percentages
NM Generation Bonus ^(CV) = 2%	1% paid Upline 2 Generations to Qualified NM, max payout total of 2%
DR Generation Bonus ^(CV) = 2%	1% paid Upline 2 Generations to Qualified DR, max payout total of 2%
PR Generation Bonus ^(CV) = 2%	1% paid Upline 2 Generations to Qualified PR, max payout total of 2%
PR Bonus Pool ^(CV) = 2%	2% pool shared evenly between all Qualified PR's
Customer Specialist ^(CV) = 2%	2% pool shared evenly between all Qualified IR's with Customer Specialist Status
Fast Start Training Bonus	Sponsor Trainer = \$100* , Level 1 Upline Trainer = \$20* * requires the completion of online training.

2.3. - Immediate Income (Fast Start Training Bonus)

Carelumina believes that each Brand Ambassador should have the opportunity to earn rapid compensation through the Carelumina Compensation Plan and have the opportunity to build short term income whilst building a sustainable longterm residual income. The Carelumina Compensation Plan will pay a Fast Start Bonus to an Active and Qualified Brand Ambassador for each newly enrolled Independent Representative placed in its Downline and that completes the Carelumina Training Program and qualifies that position as Status of Manager. Weekly Compensation will be paid to Active and Qualified Brand Ambassador each Wednesday for products or services for the two weeks prior to that pay period (see weekly payment chart below). Payments to Carelumina must have cleared payment and finalized successfully without refund or chargeback to the Carelumina general banking account during that certain pay period and prior to Midnight on the close date of that pay period. Any payment clearing the Carelumina general bank account after the cut of time of Midnight on the close date of that pay period will be credited for payment to the Brand Ambassador on the next payment cycle.

2.4. - Residual Income

The Carelumina Retail residual compensation plan provides each Brand Ambassador with the opportunity to earn long term residual compensation. Monthly Residual Compensation on products or services will be paid to Brand Ambassador monthly for products or services for the prior calendar month. Payments to Carelumina must have cleared payment and have finalized successfully without refund or chargeback to the Carelumina general banking account during that certain current pay period and prior to Midnight on the last day of the month. Any payment clearing the Carelumina general bank account after the cut of time or Midnight on the last day of the Month will be credited for payment to the Brand Ambassador on the next payment cycle.

2.5. - Monthly Overrides

Carelumina Brand Ambassadors with a Status of Manager or higher will be paid an override on all downline levels for a total of 6 Levels at varying percentages depending on the Brand Ambassadors Status as outlined in section 2.2 of this Agreement.

2.6. - Leadership Bonuses

The Carelumina Compensation Plan offers several Leadership Bonuses that provide Brand Ambassadors with extra Compensation in exchange for the extra ordinary work and dedication given to the Company. Leadership Bonuses will be paid to all qualified Brand Ambassadors who have reached the appropriate Status forth thirty (30) days from the close of a calendar months processing period. Leadership Bonuses will be paid to the Brand Ambassador who has achieved Status on or before the last day of the prior month. Once a leadership position is surpassed and maintained then bonuses are paid on the qualified positions below the archived position. For example: if a member achieves Presidential status then that Presidential position is also qualified for bonuses as a Director and a National Manger.

2.7. - National Manager Generation Bonus

The National Manager Generation Bonus will pay a one (1%) percent bonus of total Downline CV within the National Managers organization upline to the next two (2) Generations of National Mangers (or higher Status) for a max total payout of two (2%) percent. In order to receive the National Manager Generation Bonus the IBrand Ambassador must be Active and in Good Standing with the Company and must be Qualified as a National Manager (or higher Status) at midnight on the day prior to the Bonus start period and must remain a National Manager (or higher Status) throughout the Bonus period.

2.8. - Director Generation Bonus

The Director Generation Bonus will pay a one (1%) percent bonus of total Downline CV within the Directors organization upline to the next two (2) Generations of Directors (or higher Status) for a max total payout of two (2%) percent. In order to receive the Director Generation Bonus the Brand Ambassador must be Active and in Good Standing with the Company and must be Qualified as a Director (or higher Status) at midnight on the day prior to the Bonus start period and must remain a Director (or higher Status) throughout the Bonus period.

2.9. - Presidential Generation Bonus

The Presidential Generation Bonus will pay a one (1%) percent bonus of total Downline CV within the Presidential's organization upline to the next two (2) Generations of Presidential's (or higher Status) for a max total payout of two (2%) percent. In order to receive the Presidential Generation Bonus the Brand Ambassador must be Active and in Good Standing with the Company and must be Qualified as a Presidential (or higher Status) at midnight on the day prior to the Bonus start period and must remain a Presidential (or higher Status) throughout the Bonus period.

2.10. - Presidential Shared Bonus Pool

The Presidential Bonus Pool provides shared income for Carelumina Brand Ambassadors that have reached the Status of Presidential on the overall CV Companywide. The Presidential Shared Bonus Pool will accumulate and pay two (2%) percent on the overall CV Companywide, the Bonus will be divided and shared equally between all Brand Ambassadors who have reached the Status of Presidential. In order to receive the Presidential Shared Bonus Pool the Brand Ambassador must be Active and in Good Standing with the Company and must be Qualified as a Presidential (or higher Status) at midnight on the day prior to the Bonus start period and must remain a Presidential (or higher Status) throughout the Bonus period.

2.11. - Customer Specialist Shared Bonus Pool

Customers are vital to the success of Carelumina and every Brand Ambassador. The Carelumina Customer Acquisition Bonus Pool provides shared income for Carelumina Brand Ambassadors who reach a Customer Specialist Status on the overall CV Companywide. The Customer Acquisition Shared Bonus Pool will accumulate and pay two (2%) percent on the overall CV Companywide to all Brand Ambassadors who have reached the Status of Customer Specialist. In order to receive the Customer Acquisition Shared Bonus Pool the Brand Ambassador must be Active and in Good Standing with the Company and must be Qualified as a Customer Specialist at midnight on the day prior to the Bonus start period and must remain a Customer Specialist throughout the Bonus period.

2.12. - Car Allowance Reimbursement

Carelumina provides a Car Allowance Reimbursement to Brand Ambassadors who have reached the Status of Director or Presidential. The Brand Ambassador must be Active and in Good Standing with the Company and must be Qualified as a Director or Presidential at midnight on the day prior to the Bonus start period and must remain a Director or Presidential throughout the Bonus period.

2.13. - Compression

When a vacancy occurs in a Marketing Organization due to the termination of a Carelumina Brand Ambassador, each Brand Ambassador or Customer in the first level immediately below the terminated Brand Ambassador on the date of the Cancellation will be moved to the first level ("Front Line") of the terminated IBrand Ambassador's Placement Sponsor (compresses up one level within the Placement Sponsor tree).

2.14. - Leadership Bonuses Example Chart

Monthly Generation Bonus Example:

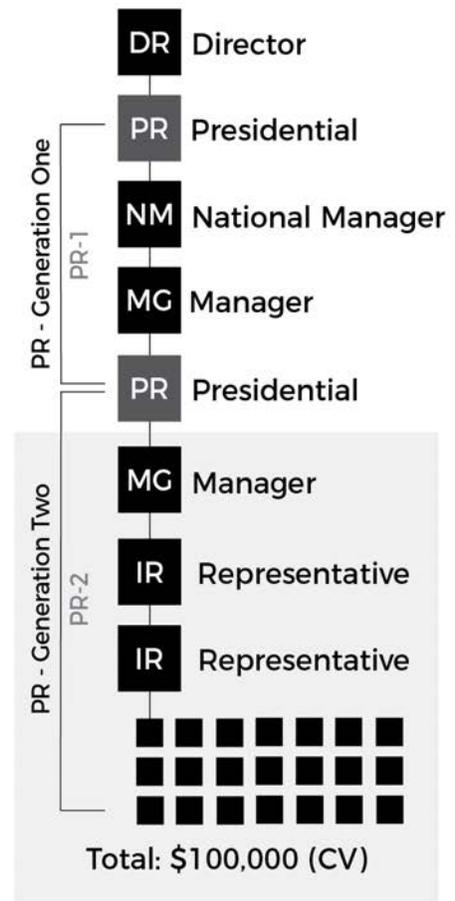
Presidential Generation Bonus at 100,000 (CV) of the qualified Presidential team.

The Presidential Generation Bonus pays 2% (CV) bonus on two qualified Presidential Generations each receiving 1% (CV) for a max total payout of 2% (CV). For example: if the total qualified team (CV) is \$100,000 (CV) then Presidential positions would receive a monthly Presidential Bonus of \$1,000 each. ($\$100,000 \times 2\% = \$2,000$. 1% or \$1,000 paid to Presidential Generation 1 and \$1,000 paid to Presidential Generation 2).

Monthly Bonus Pool Example:

Presidential Bonus Pool at 1,000,000 (CV) total Company.

The Presidential Bonus Pool pays a 2% monthly bonus to all qualified Presidential positions on the total company (CV). For example; if the total company (CV) is \$1,000,000 (CV) and there are 2 qualified Presidential positions at $2\% = \$20,000$. Each qualified Presidential (2) would receive a Presidential Bonus for that month of \$10,000 ($\$1,000,000 \times 2\% = \$20,000 / 2 = \$10,000$).



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