FLORVINO FLOWER SOMM POLICIES & PROCEDURES

Version 2.1 • Incorporated by reference into the Independent Flower Somm Agreement

These Policies & Procedures contain the detailed account procedures, Compensation Plan, Definitions, and Operations Manual that govern day-to-day operations. They are incorporated by reference into the Independent Flower Somm Agreement. This is a living document that Florvino may update from time to time at its sole discretion; Flower Somms agree to operate in accordance with the most current version.

Part 1: Account Maintenance

You are responsible for maintaining your Account with current and accurate information. Florvino is not liable for delays or damages due to incorrect information. For account changes, email flowersomms@florvino.wine.

- **Granting non-owner access:** to grant access to individuals with no ownership stake, contact Account Services.
- **Address, email and telephone:** update through your Flower Somm Login.
- **Legal name / country of residence / business entity changes:** email compliance@florvino.wine (name must match your Tax ID).
- **Sponsorship:** the Flower Somm under whom you enrolled is your Sponsor. Florvino does not allow Sponsor changes except under qualifying circumstances or during Reinstatement.
- **Sale or transfer:** to retire from direct selling, submit a Downline Transfer Application & Request to compliance@florvino.wine; granted at Florvino's sole discretion.
- **Passing of Flower Somm:** the Account is suspended until benefactor information is received, then cancelled three months after suspension if none is received.
- **Pass to heir or beneficiary:** email compliance@florvino.wine with a court order, notarized will, or other instrument establishing the beneficiary's right. The beneficiary must complete an Agreement and meet all enrollment requirements.
- **Divorce:** email compliance@florvino.wine to remove a co-applicant.

Assignment of rights

You may not assign any rights under the Agreement without prior written authorization, granted or denied at Florvino's sole and absolute discretion. If granted, the transferee assumes your position and all obligations, including any outstanding debts.

Part 2: Compensation Plan

All Commissions are paid by Florvino to the Flower Somm for marketing and referral services. They are based on bona-fide retail sales of Florvino products to end customers that the Flower Somm refers and that Florvino completes with the customer through Florvino's website and ordering systems. The Flower Somm does not sell, take title to, hold inventory of, or collect payment for wine.

Personal Sales Commission

Flower Somm earns a 20% commission, paid by Florvino, on every dollar of customer-paid net sales (excluding tax and shipping) that the Flower Somm refers — including orders placed at home tasting parties, website orders placed through the Flower Somm's personal link, and initial wine-club shipments — and that Florvino completes with the end customer.

Personal Volume Bonuses (paid monthly)

- $2,000+ Personal Retail Volume in a month: +5% (total 25%)
- $4,000+ Personal Retail Volume in a month: +10% (total 30%)

Team Leadership Overrides

- **Manager rank** (3 active recruits + qualifying personal volume): 4% override on Level-1 team's sales volume.
- **Director rank (and above):** personally sponsor and maintain 8 active Flower Somms (or have at least 2 active Managers in downline) + maintain $4,000+ personal monthly volume AND $15,000+ total team volume: 6% override on full downline (Levels 1–2).

Wine Club Rewards

- $5 cash bonus for every new 3-pack club member signed by Flower Somm.
- $10 cash bonus for every new 6-pack club member signed by Flower Somm.
- $20 cash bonus for every new 12-pack club member signed by Flower Somm.

Club recurring volume is separate from personal volume bonuses.

Trailing Income on Reorders

Flower Somm earns 10% trail commission on both wine-club subscriptions and non-club reorders only when the reorder is placed through Flower Somm's personal webpage/link and Flower Somm maintains a minimum of 2 parties per month or $2,000 in sales (or reestablishes this level of sales within 3 months).

Tasting Sample Program

- **Starter Pack:** $147 for 6 tasting bottles (covers 2 full parties with 12 guests each).
- **Refill Pack:** $199 for 12 tasting bottles (covers 4 parties) after qualification ($1,000 in personal sales).
- **Coupons:** for every $200 of personal sales, Flower Somm earns a $20 coupon toward future sample purchases.
- **Shipping:** $35 per refill pack.
- **Promotion Bonus:** Manager = 10 × $15 coupons; Director = 20 × $15 coupons.

Host Reward

Flower Somm receives a $20 discount coupon per $500 in party sales to give to the host.

Payouts and Personal Discount

Commissions are paid weekly on Magic Money Monday via direct deposit or approved payment method once orders are marked complete. Flower Somm receives a 30% discount on personal purchases.

Part 3: Definitions

- **Account –** The official record established with Florvino upon execution of the Agreement that allows you to market and refer the sale of products, earn Commissions, and build a Downline.
- **Active Flower Somm –** A Flower Somm who has submitted at least one order or hosted at least one tasting party in the preceding 30 days and remains in good standing.
- **Beneficial Interest –** Any ownership, financial, or controlling interest in an Account, whether direct or indirect.
- **Commission –** Any payment, bonus, override, trail commission, or other compensation earned under the Compensation Plan.
- **Flower Somm or Independent Florvino Flower Somm –** The individual or entity who has signed the Agreement and is authorized to market and refer the sale of Florvino products on an independent-contractor basis, with all sales completed by Florvino.
- **Flower Somm Dashboard –** The secure online portal provided by Florvino for managing your Account, viewing reports, and accessing business tools.
- **Downline –** All Flower Somms you have personally sponsored or who have been sponsored by someone in your sponsorship line below you.
- **Florvino or Company –** Florvino LLC, its officers, directors, employees, and authorized agents.
- **Immediate Household –** Persons living in the same residence as the Flower Somm.
- **Manager and Director –** Ranks defined in the Compensation Plan that qualify you for Team Leadership Overrides.
- **Party or Tasting –** A private-home event where Florvino products are sampled and at which guests may place orders directly with Florvino through the Flower Somm's personal link.
- **Personal Retail Volume (PRV) –** The total net retail sales value of products referred through your Account and completed by Florvino in a given period, used to calculate volume bonuses and rank qualifications.
- **Personal Website (PWS) –** The personalized web page provided by Florvino that tracks sales and referrals attributed to you.
- **Sponsor –** The Flower Somm who directly enrolled you into the Florvino business.
- **Starter Sample Wine Pack –** The initial $147 kit containing 6 tasting bottles required for enrollment.
- **Wine Club –** Florvino's recurring subscription program for 3-pack (bi-monthly), 6-pack, or 12-pack shipments.

Part 4: Operations Manual

Chapter 1: Orders

Pricing, Personal Retail Volume (PRV) and sales tax

Shipping costs, product prices and PRV are subject to change at any time and without advance notice. Florvino reserves the right to reject or cancel orders for any reason. All orders include applicable sales tax, which Florvino collects and remits on your behalf according to the rates where the order is shipped.

Insufficient funds and credit card disputes

It is your responsibility to ensure sufficient funds for orders you submit; if funds are unavailable the order will not be fulfilled and no PRV is awarded. If charges are disputed on an order placed through your PWS, the Corporate Website, or the Dashboard, Florvino may recoup those charges by withholding or deducting Commissions, and you are responsible to reimburse Florvino if Commissions are unavailable.

Warranties, guarantees and returns

Damaged items and shipping errors: report to Florvino within 3 business days of confirmed delivery.

Return of inventory: if a customer does not pick up or sign for an order, it returns to the warehouse. A $50 return shipping fee will be collected from the customer or deducted from your commission and PRV, and the sale will be credited to the customer and deducted from your PRV.

Obligations to Customer and Host

Order placement: place all orders at the end of the party through your personal landing page. All payment for product is made by the customer directly to Florvino; the Flower Somm does not collect or accept payment for wine.

Customer credit card information: do not write down or retain customer card information; enter it only directly into the systems provided.

Delivery: orders ship the next business day and typically arrive within 3 days. An adult must be home to sign for the wine; if not, select a pickup location.

Customer service and Host obligations: deal fairly and honestly; set reasonable expectations on products, pricing, and delivery; and set accurate expectations about the Host's role, benchmarks, and rewards, following through on any arrangements you make. If an item is out of stock, do not let customers taste it until it is available.

Chapter 2: Sponsoring

You may recruit and sponsor new Flower Somms in any state where Florvino can ship and which Florvino has approved for the program. Set reasonable expectations with your Frontline regarding the opportunity, products, and requirements; take a proactive role in assistance and training; and be the first point of contact for your Frontline. If you prefer not to assist and train a Downline, you may simply refer interested people to the Florvino website to sign up.

Chapter 3: Marketing and Conduct

Section 1: Marketing and Materials

Market Florvino products and the opportunity only in ways that are truthful, accurate, and compliant with all applicable laws (including state regulations on alcohol promotion). Make no income, health, or product-efficacy claims that are not expressly approved by Florvino in writing. Use only official Florvino marketing materials, logos, trademarks, and brand guidelines; all materials remain Florvino property; do not create, alter, or distribute unauthorized materials. Any violation may result in immediate termination.

Section 2: In-Person Activities and Public Venues

All tastings must be conducted exclusively in private homes. You may not host or participate in any public, commercial, or semi-public tastings without prior written approval from Florvino. You

have no permission to enter, set up a booth at, or participate in any trade show, festival, fair, farmers' market, wine event, or other public venue without express prior written permission. Violation is grounds for immediate termination and would also violate the alcohol laws of your state, making you personally liable for any resulting charges.

Section 3: Code of Conduct and Conflict of Interest

Conduct yourself professionally and ethically at all times and treat Customers, Hosts, and other Flower Somms with respect and dignity. Do not engage in harassment, discrimination, or any behavior that brings disrepute to Florvino, and comply with all federal, state, and local laws. You may not engage in any other direct-selling or competing wine/alcohol business while this Agreement is active, or solicit Florvino Customers or Flower Somms for any other company; disclose any actual or potential conflict of interest to Florvino immediately.

Section 4: Alcohol Compliance

Florvino LLC is a licensed winery and is solely responsible for the lawful sale, fulfillment, and shipment of its wine in accordance with all applicable federal, state, and local alcohol-beverage laws. The Independent Flower Somm is engaged in marketing, education, and promotional activities and in sharing free samples of wine the Flower Somm owns, and does not sell, deliver, distribute, or furnish wine for sale. The Flower Somm shall strictly comply with all laws applicable to the Flower Somm's own activities in the State of Texas (or any other state in which the Flower Somm operates), including the Responsible Sampling Standards below and any responsible-server training or certification that state requires for those activities. The Flower Somm is solely responsible for the Flower Somm's own acts and omissions and shall indemnify and hold Florvino harmless as set forth in the Agreement. Any violation of applicable alcohol laws by the Flower Somm will result in the immediate cancellation of the Agreement.

Section 5: Responsible Sampling Standards

The following Standards apply to every Wine Party and every occasion on which a Flower Somm shares a sample of wine. They are mandatory. Any violation is grounds for immediate termination and may expose the Flower Somm to personal civil and criminal liability.

- **Age verification — never serve a minor.** You may offer a sample only to a guest who is 21 years of age or older. Before serving anyone, verify age by checking a valid, current government-issued photo ID. Never serve, offer, pour, or make available any wine to anyone under 21, and do not serve any guest whose age you cannot verify. “Making available” is interpreted broadly; do not allow a minor to access or be served wine in your presence.
- **No service to intoxicated persons.** Never serve, or continue to serve, any guest who is or appears to be intoxicated or under the influence of alcohol or any other substance. Stop service immediately if a guest shows signs of impairment, and do not allow further sampling by that guest.
- **No money in return for sampling.** You shall not solicit, accept, or receive money, tips, gratuities, or anything of value from any guest, host, or attendee in return for sampling, pouring, or serving wine. You receive no payment of any kind at a Wine Party. All payment for product is made by the customer directly to Florvino through Florvino's website or your personal link.
- **Free samples of wine you own.** Samples are small tasting portions — no more than approximately one (1) ounce per pour — of wine that you have personally purchased and own. Samples are always provided free of charge. You are sharing wine you own; you are not selling wine.

- **You pour all samples; samples stay at the party.** You must pour every sample yourself; guests may not pour their own samples and self-service is not permitted. Opened bottles and unused samples remain with you; guests may not remove opened sample bottles or poured samples from the premises.
- **Confirm a responsible setting.** The Host must be 21 or older. Before pouring, confirm with the Host that no person under 21 will be served. If minors are present, take reasonable steps to ensure they are not served, and stop the tasting if you cannot do so.
- **Encourage responsible consumption.** Do not encourage or facilitate excessive or rapid consumption. If a guest appears impaired, encourage safe transportation and do not serve that guest further.
- **Comply with all alcohol laws; sole responsibility.** You are solely responsible for complying with all federal, state, and local alcohol laws applicable to the location of the party, including any responsible-server training or certification that the state requires, and for your acts and omissions at any Wine Party. You agree to indemnify and hold Florvino harmless as set forth in the Agreement.