

PROPRIETOR

Guidelines

Congratulations!

You have not simply joined a Company – you are now part of our extended Dresden & Company family. We welcome you and want to help you succeed. These Guidelines will guide you on the road to success. Congratulations and welcome!

D&Co. Glossary

Career Plan & Proprietor Guidelines

APPRENTICE PROPRIETOR

A new Proprietor with guest sales of \$0 to \$999.

BONUS

The payment a Rising Proprietor, Team Leader, Group Leader or Division Leader earns on the structures they have built.

BOOKING

A Booking occurs when one or more of your Host's guests or friends book a party from you.

BUILD UP

A Leader experiences a "Build Up" period following any month they do not meet their personal and team requirements. See the Career Plan for Build Up details.

BUNDLE

At Dresden & Company, a joining Proprietor can choose from a selection of product bundles, also known as business kits in the direct sales industry.

BUSINESS SERVICE FEE

A Business Service Fee of \$12.99 plus tax is charged to each Proprietor's credit card on file monthly, which covers the many advantages and tools being provided for their business, including their personalized website hosted by Dresden & Company, all credit card fees (unlimited transactions) and much more.

CENTRAL TEAM

The group of Proprietors connected to you, including direct and indirect.

HOST

The best part of our business is relationships. When a customer agrees to host a party with you, you will partner with them to ensure their party reaches the level of success you both desire.

COMMISSION

The monies a Proprietor earns on customer orders, on their personal sales or retains on their personal sales.

D&CO WELCOME CENTER

Our office headquarters and home of our Showroom, located at 416 Main Street Dresden, OH, is your home away from home.

DIRECT

Proprietors and/or Leaders you personally sign, mentor and promote in the team; these people are direct to you.

FOUNDING PROPRIETOR

This is an honorary/recognition title for a Proprietor who joins Dresden & Company on or before December 31, 2019.

GUEST SALES

All commissionable sales submitted by customers either online or via parties.

INDIRECT

Proprietors and/or Leaders your direct team signs, mentors and promotes in the team; these individuals are indirect to you.

INSIDER PRICING

A 20% savings offered to a customers when they shop from their Proprietor's website or in person.

MENTOR

When you join Dresden & Company, you will be attached to a Mentor. Your Mentor will support you every step of the way and in every part of your business.

PARTY

Sharing your products face-to-face is the key to your success. These get-togethers can occur anywhere two or more people are gathered. Sometimes parties are often referred to as home parties, online parties, book parties, gatherings or get-togethers.

PROPRIETOR PORTAL

The web-based tool a Proprietor uses to run her/his business. From time to time, this may be referenced as your back office.

QUALIFIED PROPRIETOR

A Proprietor who achieves career guest sales of \$1,000 or more becomes qualified and receives the honorary title of "Qualified for Life."

SUCCESS LINE

The group of Proprietors and Leaders sponsored by you and your team, including both direct and indirect.

SIMULTANEOUS PROMOTION

This occurs when you and your Mentor or upline Leader both qualify for a leadership promotion in the same month.

UPLINE

The person you are mentored by or connected to for leadership.

Technology

BROADCAST MESSAGES

A message that can be issued to the audience you select through the message tool.

CUSTOMER PORTAL

The web-based tool a customer uses to manage her/his customer account.

EVENTS CALENDAR

A calendar tool for managing the events in your business. Additionally, Dresden & Company will add all Company Events to the calendar, too.

LEAD CENTER

The location in your Proprietor Portal for you to track, manage and follow-up with the leads you generate in your business. This is the location D&Co. Home will use to assign leads to Proprietors, too.

PARTY MANAGER

The tool a Proprietor uses to manage and submit their hosted parties.

PARTY TYPES

Fundraiser - A physical or virtual event held specifically to support a charity or cause

Mixer/Open House - A casual, unstructured opportunity to greet guests held by a Host and/or a Dresden & Company Proprietor

Online Party - A virtual gathering, hosted online, that allows friends near or far, to shop a party while the host earns rewards

Party - A social gathering with friends and family planned to showcase Dresden & Company products

Sip & Shop - A small gathering of two or more, designed to provide an intimate shopping experience between the host or customer and a D&Co. Proprietor

PERSONAL ORDER

An order a Proprietor can place and receive their commission/discount upfront. Keep in mind sales volume is on the discounted price. (For example: a proprietor purchases a \$100 personal order and received their 25% discount upfront. Therefore, they will receive sales volume for \$75, not \$100.)

PUBLIC PROFILE

The profile you create that is displayed on your replicated website. Please be sure to use caution when publicizing your personal information, such as your address.

REFERRING PARTY

The party number a booked party is attached to.

REPLICATED WEBSITE/YOUR PROPRIETOR WEBSITE

Your personalized Proprietor website that allows your customers to shop directly with you.

RESOURCES

The location, in the Proprietor Portal, where business resources can be found and referenced.

SUBSCRIPTION

A recurring monthly fee and/or order.

SKY WALLET

Your online wallet where all commission and bonus monies are deposited.

USERNAME

The name for your customer account. This cannot be an email address.

URL

The address of a web site.

For example, a Proprietor's URL must look like this: www.dresdenandcompany.com/susiesmith

Company Guidelines

We want you to be successful with Dresden & Company. Upon reading these Guidelines, if you find that you have questions, please contact your Mentor. Outlined below are some Company policies intended to help you succeed, plus information about some other requirements regarding your business. These policies are effective immediately, and may, along with the requirements on the Dresden & Company website incorporated by reference herein, be amended or modified from time to time by the Company. As a Proprietor, important updates and information are communicated to you through your Proprietor Portal. A good business practice is logging on daily for updates.

PROPRIETOR REQUIREMENTS & COMMISSIONS

Apprentice Proprietors with \$0 – \$999 in personal sales earn 20% commission. Upon reaching \$1,000 in career personal sales, Proprietors will earn 25% commission and “Qualified for Life” status. Proprietor commissions will be paid biweekly and Leader Bonuses will be paid monthly (after month-end closing).

Dresden & Company is committed to making time spent in the business profitable and rewarding on many levels. Your time spent in your business with consistency will lead to greater success. With this in mind, Proprietors are required to meet the following minimums outlined below.

PROPRIETOR MONTHLY SALES REQUIREMENT

Proprietor is expected to maintain \$350 or more in sales monthly. If the Proprietor does not submit \$350 or more in sales for three consecutive months, their commission status reverts to 20%. The Proprietor’s commission remains at 20% until they achieve \$350 in monthly sales.

Visa, MasterCard, American Express and Discover credit cards only will be accepted. Checks and money orders will not be accepted as a form of payment; monthly payment options are not available for Bundles.

Proprietors must place a credit card on file. ACH accounts will be utilized for deposits from the Company only. All processed orders/parties must be paid with the customer’s, Co. Host’s or Proprietor’s credit card on file. Proprietors will not pay an annual renewal fee or credit card and/or other transaction fees.

All Proprietors will be charged a monthly business fee of \$12.99 per month.

D&CO. SALES YEAR

The D&Co. sales year is June through May.

DIRECT SELLING ASSOCIATION - CODE OF ETHICS

We abide by DSA’s Code of Ethics and all applicable federal, state and local laws and regulations, as well as being firmly committed to fairness and honesty in selling our products and in mentoring Proprietors. Visit the DSA website for more information www.dsa.org.

ADVERTISING

Advertising serves to heighten your visibility as an Independent Proprietor. Because advertising your business involves the use of the Dresden & Company name, certain restrictions apply.

Advertising of any type (print or online), telephone listings (yellow or white pages), business cards, checks and letterhead, outside of the Company’s pre-approved items available on dresdenandcompany.com, must be submitted to info@dresdenandcompany.com for approval in advance (print or online). Please allow at least two business days for review.

You may use the Dresden & Company name and marks only to promote Dresden & Company products and your Dresden & Company business. (mentoring and promotional materials, newsletters, awards developed for your own use).

You may not print, draw or apply pictures of products that are clearly Dresden & Company on any objects or goods for sale, or produce anything for sale incorporating or pertaining to Dresden & Company products, or give permission to or knowingly allow anyone else to do the same.

When advertising for fundraisers, the words “Dresden & Company” may not appear in the title, caption or heading of the advertisement. Instead, use the word “fundraiser” in titles, captions and headings. The following notice and disclaimer must appear at the bottom of the advertisement and tickets using the Dresden & Company name or marks, in a type of size no smaller than the second largest type size used in the ad: “Dresden & Company” and the other product and collection names are the property of Dresden & Company. This fundraiser is not sponsored by Dresden & Company.”

PERSONAL WEBSITE/ONLINE ADVERTISING

The use of the internet and search engines serves to heighten your availability as an Independent Proprietor. Because advertising your business in this manner involves the use of the Dresden & Company name, certain restrictions apply and great care should be exercised.

All websites must contain the Proprietor Name and one form of contact information (email address or phone number) on your website within the “sticker” area. When registering your website or alias domain with internet search engines, you must contain your full Dresden & Company assigned/approved domain name such as www.dresdenandcompany.com/susansmith.

Domain alias, domain name, URL or email address may not contain words that implies discounting or that business is being conducted directly with Dresden & Company versus an Independent Proprietor. It is very important that you provide instructions at the bottom of your email on how someone can unsubscribe from receiving future emails sent by you. It is your responsibility to remove them from your email distribution list, if requested.

Example:

We respect your privacy. If you wish to be removed from Dresden & Company’s email list, or your Independent Proprietor’s email list, please contact your Proprietor. Dresden & Company is located at 416 Main Street Dresden, OH 43821.

This message was sent by dandcohome@dresdenandcompany.com.

To opt out of this and other emails from dresdenandcompany.com, [click here](#).

Always place the tagline: “Independent Dresden & Company Proprietor” under your signature line on emails to Customers and Proprietors, including your website name, such as dresdenandcompany.com/susansmith. You may not alter your assigned domain alias, domain name, URL or email without the approval of Dresden & Company.

Email Spamming is prohibited by Dresden & Company. It may also be illegal and could violate your internet service provider guidelines. You may not add, create or distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, and obscene or otherwise violate any applicable local, state, national or international law or regulation.

You may not represent another business in conjunction with your Dresden & Company business on any website or email communication. You may not sell any current or upcoming products on any auction service (e.g., eBay®, Yahoo!®, Facebook Marketplace).

COMPANY MARKS/TRADE DRESS

It is very important that the Company's name and other marks are correctly used; otherwise, we could lose some of our legal protection. This would be detrimental to your business and to the Company. Trademarks must be used correctly and with the appropriate symbols. Use an asterisk by each prominently displayed mark of the Company with footnote stating "Trademark owned by Dresden & Company."

Phrases or names must be accompanied by the appropriate mark, such as ® or ™, the first time they appear on a page, or where they appear prominently. You may not use the Company name or other marks on any materials that are to be sold to anyone. You may not use the Company name in the title or heading of any promotional materials. Please refer to the Company's literature to ensure that you have properly referenced each of the feature products in any business materials you produce. Many product and collection names, as well as many past and upcoming features, will have a "™" trademark symbol in the upper right corner of the title. Many trademarked names eventually become federally registered trademarks "®".

Some of our products are protected by patent or are patent pending when introduced. Please mark the business materials appropriately. The distinctive combination of product shapes, sizes, weave designs, colors and patterns all contribute toward trade dress that belong solely to the Company.

Upon request, the Company may require that samples of any communication or business materials that bear the Company's name, trade dress or Company-specific information be submitted for inspection. Should changes be necessary after review, the Proprietor must promptly make those changes to comply with Company standards. If, for any reason, you cease to be a Proprietor, the limited license automatically terminates and you must immediately cease all use of the Company's name and marks.

Note that all advertisements, outside of our pre-approved ones, and any public communications of any type must be pre-approved by emailing info@dresdenandcompany.com (See "Advertising" section for additional restrictions).

MEDIA CONTACT

Any media coverage must include your status correctly as an Independent Dresden & Company Proprietor and speak about your independent business.

If the reporter is looking for more detailed information about the Company, please have the reporter contact info@dresdenandcompany.com.

CONFIDENTIALITY

During the term of your Agreement, the Company may share confidential information including, but not limited to, customer, prospect or Proprietor lists; business reports; financial, manufacturing or supplier information; product developments and sales reports. This information may not be disclosed, published, sold or licensed to any third party. It also may not be used in connection with any other businesses, to compete with the business of the Company, or to sell or promote any products other than Dresden & Company products. Upon request or resignation or expiration or termination of your Proprietor Agreement, all such confidential information must be returned to the Company. This covenant shall survive the expiration or termination of the Agreement.

ASSIGNMENT

You agree to being filmed or photographed in connection with attendance at Company-sponsored events, including, but not limited to, conventions, meetings, training programs, focus groups, gatherings and other events held either on Company property or at remote locations. You also agree to the use of the resulting photographs and films, including any performance, voice or other aspects of your persona embodied therein, by the Company for any purpose. In addition, you assign to the Company any copyright interest and right of publicity that may arise as a result of such filming or photography. You agree that this permission continues after your death or disability, or the expiration or termination of your Agreement with the Company.

You hereby assign to the Company all rights including the entire copyright interest, in any creative work, including, but not limited to, writings, presentations, photography, videos, ideas and plans, prepared by you and submitted to the Company for use by the Company for educational, promotional or other business purposes.

GAMES OF CHANCE (DOOR PRIZES, RAFFLES, BINGO, ETC.)

It is your responsibility to ensure that all your activities comply with applicable laws.

PRODUCT SALES

To support your sales efforts as well as reward and recognize your party Co. Host, you may not sell pre-campaign samples when offering cash and carry or use them as a door prize.

RETAIL SALES OF D&CO. PRODUCTS

Sales by D&Co. Proprietors through a retail establishment, or cash & carry event (Bazaar, Festival, etc.) are permitted, if the following guidelines are followed:

- Products must be currently available to customers (no pre-campaign sales or Host/Booking exclusives) and offered at the Insider Price or above.
- Products that have been altered in any way, may not be sold as a Dresden & Company exclusive.

PARTNERSHIPS/CORPORATIONS

Dresden & Company does not accept agreements from partnerships, teams or corporations. Only one individual is permitted per Proprietor agreement.

TRANSFER OPTION

The direct sales business model rewards individuals who work hard in mentoring and sales. Therefore, we do not allow transfers from your original Mentor, Team Leader, Group Leader or Division Leader. If you feel it necessary to change Mentors, you must resign from the Company and refrain from conducting any form of Dresden & Company business for six months. After six months, you may submit a new Proprietor Agreement with a new Mentor, purchase a new Bundle and requalify with \$1,000 in guest sales.

RETURNS

Dresden & Company provides a 60-day return policy if the customer is not satisfied with the product, as well as a 60- day limited warranty.

TAX

Please see www.dresdenandcompany.com for information regarding sales tax collection, which may affect you depending on the state where you reside, and income tax reporting for certain levels of sales and compensation.

SOCIAL MEDIA ETHICS

Dresden & Company reserves the right to terminate the contract of any Proprietor based on their personal or professional social media etiquette that does not align with the values of Dresden & Company. Proprietors may not post their personal company website or solicit business in any way on Dresden & Company social media posts.