

RegenaLife, LLC Affiliate Policies & Procedures, Website Policies & Procedures, and Terms & Conditions

RegenaLife, LLC replicated websites policies & procedures

RegenaLife, LLC encourages Affiliates to utilize the internet to grow their businesses; however, extreme discretion must be used when designing and operating personal Affiliate websites. It is the responsibility of the Affiliate to inform RegenaLife, LLC in writing of their own personal website address and most importantly the content it will contain before it becomes operational.

RegenaLife, LLC reserves the right to review every Affiliate website to ensure it the website abides by the website policies of RegenaLife, LLC.

All Affiliates must abide by the following website policies and regulations; any violations will immediately result in your Affiliate Agency being terminated along with any commissions that may be due as well as civil and criminal penalties.

RegenaLife, LLC websites, including design, layout, and various components, such as logos, graphics, sounds and images are Copyrighted material and protected by law. Any duplication, redistribution or imitation in part or in whole is strictly prohibited without the expressed written permission of RegenaLife, LLC.

RegenaLife, LLC documents, such as press releases, fliers, comparison charts, etc., found on the RegenaLife, LLC website server is granted, provided that:

- (1) The following statement clearly appears - I am an Independent Affiliate for RegenaLife, LLC,
- (2) These documents are for informational and non-commercial or personal use only and will not be posted, copied or broadcast in whole or in part on any network computer or other media, and
- (3) No modifications of any documents are made.

This permission extends to the use of logos and photography of RegenaLife, LLC products. Permission does NOT extend to the design or layout of any RegenaLife, LLC owned or controlled site, nor to any testimonials or ANY non-product photography (including that of Affiliate).

The use of RegenaLife, LLC copyrighted material for any purpose other than the specified uses is strictly prohibited by law. Affiliates websites must clearly state Affiliate of RegenaLife, LLC products.

All of the rules and regulations regarding product and income claims also apply to websites.

Under no circumstances may an individually designed Affiliate website be linked to RegenaLife, LLC corporate website. This does not apply to the replicatable websites that RegenaLife, LLC provides its Affiliates.

In no event will RegenaLife, LLC or its respective suppliers be liable for any damages whatsoever resulting from loss of profits in connection with the use or performance of products, documents and other tools, including information or lack of information available from RegenaLife, LLC website.

RegenaLife, LLC has the right to request that an Affiliate shut down their Web site if these rules are not followed; failure to do so may result in immediate termination of that Affiliate.

Due to federal regulations, all Affiliate promoting RegenaLife, LLC on their own websites must register their sites with RegenaLife, LLC prior to use.

Regulators are moving in the direction of holding both the individual Affiliate and the corporation responsible for the content of website sites. Your cooperation is mandatory in our effort to comply with federal regulations.

It is imperative that all existing Affiliate websites be registered with RegenaLife, LLC. If you are planning to launch a site, it must be registered before it launches. Please complete the following two steps in order to register your site.

1. Review Content: Before registering your site, please eliminate any and all health claims stating that RegenaLife, LLC products are intended to treat, cure or prevent any disease or health condition. When reviewing the content of your website, ask yourself the following questions: does this sentence in any way imply that the product A) treats a disease, B) prevents a disease, C) cures a disease, or D) attempts to diagnose a disease? If the answer is YES to ANY of those questions, it's a drug claim and the copy MUST BE REMOVED! Your website content focus should be on promoting health, maintaining health and/or optimizing one's physical condition. If you have any questions regarding appropriate content, please contact RegenaLife, LLC at info@RegenaLife.com

2. Contact RegenaLife, LLC to Register Your Site, please provide your website address to: info@RegenaLife.com

After registering your website, please be aware that RegenaLife, LLC will be reviewing all websites periodically and editing for health claims. As always, we expect our Affiliates to use professionalism when promoting RegenaLife, LLC. All literature and websites should be free of all exaggerated claims as well as any type of profanity or vulgarity including text, photos, and so forth.

RegenaLife, LLC CORPORATE LOGO

Logo ge

RegenaLife, LLC permits its Affiliates to use the RegenaLife, LLC logo in their promotional efforts. Uses include, but are not limited to, business cards and stationery, print advertisements, promotional flyers, websites and signage.

INTERNET MARKETING

RegenaLife, LLC actively encourages our Affiliates to develop marketing strategies using the Internet. The Internet is a powerful marketing tool, especially in the field of direct sales, and RegenaLife, LLC is committed to the idea of e-commerce.

There are many fantastic ways to use the Internet as a marketing tool. However, there is one Internet marketing practice which RegenaLife, LLC does not allow our Affiliates to use:

"spamming".

What is "Spamming"?

Spamming is the sending of unsolicited email to persons with whom the sender has no previous relationship.

For example, sending a large number of identical (and generally not personally addressed) messages to a list of email addresses purchased or obtained from any source, for the purpose of introducing a product, or a business opportunity. This email is known as "spam". In general, the recipient does not like receiving spam. It is not like getting a catalog in the mail... for one reason or another, spam mail irritates people far more, and reflects negatively on the sender. Also, it is rarely read, especially by the more sophisticated email user, who can quickly differentiate spam from an email message they might want to get.

Non-Spamming Policy

RegenaLife, LLC, does not allow "spamming" as a marketing technique.

This policy is consistent with the policies of the Direct Selling Association. In fact, with the overwhelming passage of The Unsolicited Commercial Electronic Mail Act of 2000 in the House of Representatives, it is likely that the practice of "spamming" will become illegal in the near future. Among other provisions, this law would give Internet Service Providers the ability to issue significant fines against users caught "spamming" (up to \$500 per message, with a limit of \$50,000). Of course, should this law be enacted we would have to comply and impose those fines on the Affiliates who was actually doing the "spamming".

Additionally, Internet Service Providers (ISP's) in general, and RegenaLife, LLC ISP in specific, have clear policies prohibiting both the sending of "spam" email messages, and the collection of the responses to such email, even if sent from another ISP. RegenaLife, LLC Affiliates who might send "spam" referencing the address of their RegenaLife, LLC website or the RegenaLife, LLC corporate website, would be in violation of this policy. Such violations could result in the immediate closing of the Affiliates.

RegenaLife, LLC prohibits our Affiliates from "spamming". Any RegenaLife, LLC Affiliate found to be in violation is subject to disciplinary action, which could include the revocation of their RegenaLife, LLC website and/or the termination of their Affiliate relationship with RegenaLife, LLC.

Privacy Policy

By using this site, you agree to the terms of our Privacy Policy. If you do not agree with this Privacy Policy, please discontinue your use of this website. RegenaLife, LLC reserves the right to change our Privacy Policy at any time.

RegenaLife, LLC respects your right to privacy and we understand that visitors to RegenaLife.net and RegenaLife.com need to be in control of their personal information. RegenaLife, LLC will protect the personal information that you share with us.

If you make a purchase online, we will use your credit card number only to process your payment and will not use it for marketing purposes. All credit card transactions are secure, using SSL encryption.

If you are an Affiliate, we will use your email address to alert you about new features, special offers, updated information, and new services. If we gather demographic information, we will not share information about you as an individual with any other entity.

RegenaLife, LLC is committed to protecting the privacy and security of our website visitors and customers. Information we collect is used solely to improve our services and enhance our overall customer experience. Any information you provide will never be sold to any third parties or mass marketers.

Cookies

In order to administer your session, we use "cookies". These cookies persist only for the lifetime of your session, and cannot be used by us (or any other entity) to gather information. Nothing is stored on the "hard disk" of the computer you use to access RegenaLife.net or RegenaLife.com

This site contains links to other sites. RegenaLife, LLC is not responsible for the privacy practices of such websites.

RegenaLife, LLC has state-of-the-art security measures in place to protect the loss, misuse and alteration of the information under our control.

Website Changes and Affiliate Replicated Website Changes:

We may add to, modify, or delete parts of our websites as needed. For security purposes, we reserve the right to add to, modify, or delete parts of Affiliates Replicated Websites as needed. We do not allow claims to appear on any Affiliate Replicated website and may remove them for the security of the company.

Changes to Our Policy

RegenaLife, LLC will continue to disclose to you our information ge practices via this page.

Legal Notice

Permission to use any Documents from this server is granted provided that (1) the copyright notice below appears on all copies and that both the copyright notice and this permission notice appear; (2) use of such documents is for informational, non-commercial or personal use only, and will not be broadcast in any media; and (3) no modifications of any Documents are made. Use for any other purpose is expressly prohibited by law, and may result in severe civil and/or criminal penalties.

This permission does NOT extend to the design or layout of any RegenaLife, LLC owned, operated, licensed or controlled Web site. Elements of the RegenaLife, LLC website are protected by trademark and other laws, and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any RegenaLife, LLC website may be copied or retransmitted (including inclusion into other non- RegenaLife, LLC controlled sites).

No Warranties

The documents and related graphics on this website could include technical inaccuracies or typographical errors. Changes and additions are periodically made to the information and/or visuals herein. RegenaLife, LLC and/or its suppliers may make improvements and/or changes in the product(s) described herein at any time.

In no event shall RegenaLife, LLC and/or its respective suppliers be liable for any special indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action, arising out of or in connection with the use or performance of products, **documents**, provision of or failure to provide services, or information available from this Web site. No advice or information given by RegenaLife, LLC or their respective employees shall create any warranty.

Terms of Use

By accessing this site, you are indicating your agreement with and understanding of the following Terms of Use pertaining to both this site and any material on this site. You have also read and accept the "policies and procedures." This site is offered to you conditioned on your acceptance, without modification, of these terms. We reserve the right to change these terms without further notice to you. You should revisit this page on a regular basis in order to see any changes we make to these terms. Your continued use of this site shall signify your agreement with and understanding of any additional or modified terms of use applicable to this site.

Links to Third Party Sites

All links to third party sites found on this Web site will allow you to leave the RegenaLife, LLC website. The linked sites are not related to or under the control of RegenaLife, LLC and RegenaLife, LLC is not responsible for the contents of any linked site or any links contained within a linked site. RegenaLife, LLC provides these links only as a convenience and the inclusion of any link does not imply endorsement by RegenaLife, LLC of any linked site.

Limitation of Liability

Under no circumstances, including, but not limited to, negligence, shall the Company be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this site, even if the Company has been advised of the possibility of such damages. In no event shall the Company have any liability to you for damages, losses and causes of action (whether in contract, tort (including, but not limited to, negligence), or otherwise) for accessing this site.

Trademarks

The RegenaLife, LLC name and logo and all related product names, design marks and slogans are the trademarks, service marks or registered trademarks of RegenaLife, LLC, and all rights are reserved.

Disclaimer

RegenaLife, LLC makes no claims for its nutritional & functional food products other than their excellent quality and purity. We do not claim that our products "cure" diseases. They are designed to give the body the nutrition it needs to support long-term healthy aging and well-being.

The financial success stories we feature are designed to give an idea of what is possible with our opportunity. The earning figures will depend upon an individual's efforts, the area in which they live and the time they dedicate to their independent Affiliates Representatives.

Online Security

Ordering from our website is safe; our secure server software encrypts your credit card information into bits of code that cannot be read as the information travels over the Internet. Each of our servers are secured with its own SSL certificate.

Common Questions and Answers:

Q: How can I verify that SSL security is operating?

A: Use the following verification methods below:

Internet Explorer: Check that the lock icon is displayed on the page that accepts your credit card. OR: On the page that accepts the credit card, right click. A menu will be displayed. Click on Properties (at the bottom of the menu) and a page will be displayed. Check that the Connection field indicates SSL encryption is enabled.

Netscape: Check that the lock icon is displayed on the page that accepts your credit card. OR: On the page that accepts the credit card, place the cursor in the Secured Access Login area of the site and right click. In the menu click the View Info option. A dialogue box will appear to indicate SSL encryption is enabled.

Other

All claims, disputes or disagreements which may arise out of the interpretation, performance or in any way relating to your use of this site shall be submitted exclusively to the jurisdiction of the State or federal courts located in New Jersey. In the event any portion of these Terms of Use is found to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the enforceability or validity of any other portion of these Terms of Use. You agree that your breach of these Terms of Use may result in irreparable harm to the Company which cannot be compensated by money damages, and that the Company shall be entitled to obtain injunctive relief for any such breach.

RegenaLife, LLC Affiliate Policies & Procedures:

I. General

RegenaLife Affiliate "Policies and Procedures" (the Policies & Procedures"), is a primary legal document, that along with the other documents that comprise the "Agreement," as defined below, sets out the legal and business relationship between RegenaLife Affiliates (known as "Affiliates") and RegenaLife, LLC. ("Company")

Affiliates are responsible for reading, understanding and fully complying with all of the terms and conditions of the Policies & Procedures, and as may be changed, amended or modified

(collectively, "changed" and "changes") from time to time, regardless of whether the Company provides notice of changes. The Company may make such changes to the Policies & Procedures as it deems necessary. When the Company makes changes to the Policies and Procedures and posts them on the Company website, each Affiliate is immediately and automatically bound by such changes. Affiliates should familiarize themselves and are required to fully comply with all of the current Company Policies & Procedures. It is the responsibility of each Affiliate to frequently read and understand the Policies & Procedures to ensure compliance under the most current version. Each Affiliate is responsible for ensuring that his or her Team Affiliates read and understand the most current version of the Policies & Procedures. The Company requires each and every Affiliate to all relevant statutes, laws, regulations, and ordinances and each provision of this Agreement. The Company reserves the right to take any and all actions that are deemed necessary to determine and ensure compliance by each Affiliate with these Policies & Procedures.

As used in the Policies & Procedures, the following terms have the following meanings:

- a. "Organization": Affiliates directly under you in your genealogy. All Affiliates you sign up or that are enrolled under you are considered your organization.
- b. "Company Products": the products offered for marketing and sale by the Company.

2. Purpose of Policies & Procedures

These Policies & Procedures in their present form and as changed from time to time, is incorporated into, and forms an integral part of the agreement between the Company and each Affiliate. Whenever the term "Agreement" is used in these Policies & Procedures, it refers collectively to the following documents: the Affiliates Application, the Terms & Conditions, the Policies & Procedures, and the Compensation Plan. These documents are incorporated by reference into the Agreement all in their current form, as amended from time to time by the Company.

You hereby acknowledge and agree that your submission to the Company of an Affiliate Application, either by facsimile, email, online, or through the postal services, or by any other means, shall constitute conclusive evidence of your unconditional acceptance of the terms and conditions of the Agreement and your agreement to be bound by all of such terms and conditions.

Each new version of the Policies & Procedures completely replaces and extinguishes the prior version. By clicking "I Agree" in the Terms and Conditions section of the Affiliate Agreement, or by placing any product orders with the Company, or receiving any payment under any Company compensation plan, or by using any Company software or web site, you are agreeing to be bound by all terms and conditions of each new version of the Policies & Procedures while you are a RegenaLife Affiliates. All Affiliates shall be bound by all of the terms and conditions of the version of the Policies and Procedures that is posted online at the time of the termination, suspension or resignation of the Affiliate. The voluntary or involuntary termination of an Affiliate with the Company results in the automatic and immediate termination of this Agreement, and the termination of this Agreement results in the automatic and immediate termination of Affiliates Account.

A. Ethics Compliance and Applicable Laws

The Company requires its Affiliates to conduct themselves with the highest ethics and integrity. If a question arises regarding the propriety of an Affiliates current or past conduct, which conduct might reflect negatively on the Company or present a potential danger to other Affiliates or the

Company, the Company shall be notified immediately so that appropriate action in the sole discretion of the Company may be taken up to and including termination.

Each Affiliate shall abide by all federal, state, county and local laws, regulations and ordinances and shall conduct the Company business with the utmost integrity and honesty. The making of false or misleading statements regarding the Company, or its products, services, employees, or officers or regarding other Affiliates shall be grounds for immediate termination by the Company of the relationship between the Company and the Affiliate.

Affiliates and the Company shall be entitled to all remedies available to it in law and in equity available to it from the breach by an Affiliate of this condition.

B. Changes to the Application, Terms Conditions, and Policies & Procedures

Because federal, state, international, and local laws, as well as the business environment, periodically change, the Company reserves the right, in its sole and absolute discretion, to change the Agreement from time to time. All changes to the Agreement shall be deemed effective as of the moment of the posting of the changed version on the Company website. Notification of changes may be posted on the Company web site <http://www.RegenaLife.net> for immediate access by all Affiliates and prospective Affiliates. The Company, however, is not obligated to notify Affiliates of any such changes or the postings thereof, and therefore each change shall be effective when posted even if the Company does not notify you of the change. You acknowledge and agree to the Company's right to change the Agreement, acknowledge your responsibility to regularly and carefully monitor the Agreement as posted on the Company website, and agree to be bound by all changes to the Agreement.

Continued activity in the Company by a Affiliate after the Company has posted any change or notice of change, or the acceptance of any compensation under any Company Program, including bonuses or commissions, or by using any Company software or web site, also constitutes actual notice and acceptance of any and all changes.

C. Delays

The Company shall not be responsible for any delays or failures in performance of its duties under the Agreement caused directly or indirectly by circumstances beyond the reasonable control of the Company, such as but not limited to, third party delays (such as delays by product manufacturers in making or delivering product), product recalls, transportation or other shipping or delivery delays, strikes, labor unrest, civil disturbance, war, fire, floods, death, natural disasters, computer errors or failure, the negligence or intentional acts of persons not within the Company's control, curtailment of source of supply or company's inability to obtain raw materials, product or packaging, and governmental decrees or orders. You acknowledge and agree that the Company accordingly does not guarantee and shall have no liability of any kind for any delays in shipping or delivering products or making compensation payments, commencing new marketing programs, giving approvals, or completing any other performance. You hereby waive all rights to commence or maintain any legal action against the Company for any delays in regard to the Company's business, regardless of duration or cause of such delays, and despite whatever economic losses or damages to you or other Affiliates as a result from such delays.

D. Provisions Severable

If any provision of the Agreement, in its current form or as it may be changed, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

A court of competent jurisdiction shall have the right and authority to strike any such invalid portion and to construe and enforce the remaining provisions.

E. Company Ownership of Organization, Genealogy and Customer Information

All Affiliates acknowledge Company's sole and exclusive ownership of all of the identities, addresses, telephone numbers, email addresses and all other contact and personal information of all Affiliates and customers in all Organizations (collectively, "Organization Information"), and that all such Organization Information is proprietary and confidential to the Company. Each Affiliate waives his or her right to use any Organization Information for contacting Affiliate or customers for any purpose other than approved RegenaLife, LLC business. The sole exceptions to the foregoing is that a Affiliate has the right to contact any Affiliate or customer that was identified to RegenaLife, LLC in the initial application by a Affiliate as being a "pre-existing personal contact" of that Affiliate prior to his or her joining RegenaLife or, in the case of Affiliates who have submitted an Application prior to the effective date of this version of the Policies & Procedures can prove that any such person was a friend, family member or prior customer of that Affiliate (collectively, a "Pre-existing Contact").

F. Limited Use of Organization Information by Affiliate ("Organization" Genealogy); Prohibition of Use on Termination, Resignation or Suspension

Affiliates have no rights of any kind in any Organization Information except as provided in this Agreement. Specifically, Affiliates are only granted a limited, non-exclusive, revocable license and permission to use the Company's proprietary Organization Information solely during the duration of their business relationship with Company and only for Company-related business. This limited license and permission terminates immediately with the voluntary or involuntary termination of a Affiliates or upon suspension of that Affiliate. A RegenaLife Affiliate does not have the right to make copies of any pages of any online "office" made available by the Company to the Affiliate. In no event may any terminated Affiliate (whether voluntarily or involuntarily terminated) or any customer have or take possession or custody of, or use for any purpose any Organization Information. Under no circumstances shall an Affiliate have a right to contact any RegenaLife Affiliate ve to recruit, register or join in any competitive company marketing or direct selling company following the voluntary or involuntary termination of the Affiliate from the Company. You hereby acknowledge that your engaging in any of the unauthorized activities described in this subparagraph shall cause damage and immediate irreparable harm to the Company. You agree that such a violation shall entitle the company to be awarded injunctive relief against such activity. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

G. Prohibition Against Soliciting Affiliates and Customers.

Affiliates are prohibited from soliciting or communicating with any other Affiliate or customer of RegenaLife products for any commercial purpose that may or does compete with RegenaLife for a period of three (3) years following the involuntary or voluntary termination of their Affiliate Agency. Affiliates are expressly prohibited from contacting any RegenaLife Affiliates for purposes of soliciting them to buy or sell other companies' products or services or to recruit for or to notify them about participation in any other business or marketing program for a business that is competitive with RegenaLife, and regardless of the type of product or service offered. You hereby acknowledge and agree that any violation by you of any of these prohibitions shall be deemed Intentional and unfair competition with the Company as well as an intentional tortious interference with the Company's business relationships with its Affiliates and customers. You agree that any such violation shall entitle the Company to be awarded immediate injunctive relief against such unlawful activity, without the necessity of the Company's having to post a bond, in federal or state court, and to obtain all other available legal and equitable remedies. You hereby acknowledge that your engaging in any of the unauthorized activities described in this

subparagraph shall cause damage and immediate irreparable harm to the Company and shall be cause for immediate termination of your RegenaLife Affiliate business. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

H. Prohibition Against Reverse Engineering of Company Products

Affiliates acknowledge and agree that the recipes and formulations of Company Products are valuable trade secrets of the Company. Accordingly, you acknowledge and agree that you shall not reverse engineer, directly or indirectly, any Company product. You also hereby acknowledge that your engaging in any of unauthorized activities described in this subparagraph shall cause damage and immediate irreparable harm to the Company. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

I. Limited Use "License" Of RegenaLife Genealogy Software and Other Company Materials

The Company's software programs, all genealogy and other reports, all Company website content and software, and all Company marketing, promotional and other business-related materials, in whatever media or form, and any and all other materials that are "original works of authorship" as defined under US and international copyright laws now or later in existence, are all protected by Copyright and other laws throughout the world ("Company Materials"). Affiliates have no rights of any kind in such Company Materials except as permitted under this Agreement, namely the limited, non-exclusive, revocable license and permission to use such Company Materials for Company-related business during the time the Affiliate is an authorized Affiliate. The foregoing license and permission terminates immediately upon the voluntary or involuntary termination of this Agreement for any reason. No Affiliate can use the Company electronic back offices or other software unless he or she has first registered with the Company to use and access such software. All information contained or entered into the Company's software or hosted system, including into any back-office, shall become the sole and exclusive property of Company, including all Organization Information. You acknowledge and agree that all Company Materials are the sole and exclusive property of the Company. You shall use your best efforts to protect and keep confidential any and all Organization Information and other Company proprietary information and trade secrets used by you, and your employees, and/or support agents and your Organization Affiliates. You agree that all of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

J. Prohibition on Using Company Email System, etc.

Affiliates shall not use the Company's email system, back-office, or any other company system, software, or communication process or system to promote the products or services of any other company or to solicit other Affiliates to sell or market any other company's products or services to join another company's compensation program or for any other purpose not expressly authorized by the Company. You agree to the foregoing prohibition. You further agree that any violation of any of the foregoing terms and conditions shall entitle the Company to be awarded immediate injunctive relief against such unlawful activity, without the necessity of the Company's having to post a bond, in federal or state court, and to obtain all other available legal and equitable remedies. You hereby acknowledge and agree that your engaging in any of the unauthorized activities described in this subparagraph shall cause damage and immediate irreparable harm to the Company and shall be cause for immediate termination of your RegenaLife Affiliate business. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

3. Confidential Information/Non-Disclosure

The Company will supply limited and proprietary data processing and reporting information to Affiliates regarding sales occurring in their personal Organization only. The Affiliate agrees that all such information, including all Organization Information and all Company Materials identified as being "confidential," is proprietary and confidential to the Company, and it is transmitted to the Affiliate in confidence, for the sole purpose of assisting the Affiliates in building his or her RegenaLife business. ("Company Confidential Information"). You acknowledge that the use of the term "your business" or similar terminology is a term of art and does not result in the granting to you of any rights in any Company Materials, Organization Information or any other Company property. You agree that you shall not disclose any Company Confidential Information, whether or not received initially from the Company, to any other person, firm, entity, or corporation, or use any Company Confidential Information for any unapproved purpose. Affiliates retain no right to possess or use any such Company Confidential Information for any reason following the termination of this Agreement for any reason. Genealogy reports, Organization Information, Company Confidential Information and/or mailing labels are released to the Affiliates only for supporting their RegenaLife business during their active Affiliates. Affiliates agree to destroy all materials containing Company Confidential Information in their possession, custody or control, including all Organization Information immediately following termination of their Affiliates Agency. You hereby agree to the terms of confidentiality in these Policies & Procedures, and agree to fully comply with your ethical obligations, which include respecting the wishes of Organization leaders with respect to communications with their individual Organization members. Any Affiliate(s) found to be in violation of these rules is subject to suspension and termination. Any violation of any of the foregoing terms and conditions shall entitle the Company to be awarded immediate injunctive relief against such unlawful activity, without any necessity of the Company's posting a bond, in federal or state court, in addition to all other legal and equitable remedies. Each Affiliate(s) hereby acknowledges that his or her engaging in any of unauthorized activities described in this subparagraph shall cause damage and immediate irreparable harm to the Company. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

4. Ethical Guidelines

As a Affiliate(s) of RegenaLife, you agree to conduct business according to the following ethical guidelines:

- a. I will honor the Company Affiliate(s) guarantee with all of my customers.
- b. I will be fair and honest in all my transactions as a Company Affiliate(s), and will earn my bonuses and/or commissions while adhering to ethical practices which include, but, are not limited to:
 - i. Customer/Affiliate(s) product orders will be placed on the account designated for that Customer/Affiliate(s) only;
 - ii. New Affiliate(s) will be fully educated by their Support Agent on the rules governing Affiliate(s), including the Policies and Procedures/Terms and Conditions, and how they apply to Affiliate(s); and
 - iii. Affiliate(s) applications will contain accurate information regarding the New Affiliate(s), including a valid Tax ID Number, phone number, and E-Mail address.
- iv. Affiliate(s) will not engage in selling product to other active Affiliate(s) at wholesale or retail pricing.

c. I will make NO representations or statements regarding the nature or efficacy for any of the Company Products if such statements are not contained in official Company literature. This includes non compliant claims that the product "cures, treats, prevents or is used to diagnose any diseases."

d. I will not make specific or potential income claims, representations, or projections.

e. I will emphasize that the financial success of the Company Affiliate(s) depends upon that Affiliate(s)' individual effort, dedication, and the training and the supervision that a Affiliate(s) provides to his or her Organization.

f. I will be polite and respectful to everyone I contact regarding my business and the Company products, as to enhance the positive reputation of the Company.

g. I will become familiar with, and abide by, the Agreement, as well as all relevant local, state, provincial and federal statutes, rules and regulations.

h. I will fulfill my leadership duties as a Affiliate(s), including training and supporting the Affiliate(s) in my Organization.

i. I have had NO prior charges of conduct involving moral turpitude lodged against me. In the event that an alleged violation of any of these guidelines by you is brought to the attention of the Company and is confirmed, disciplinary action may include, but, is not limited to suspension and/or subsequent termination.

5. Indemnity Agreement

Affiliate(s) shall safeguard and promote the positive reputation of the Company and its products, and shall refrain from any conduct that might be harmful to such reputations throughout the entire duration of their relationship with the Company. Affiliate(s) shall avoid all discourteous, deceptive, misleading, unethical, and immoral conduct or practices while in association with the Company and its products. Affiliate(s) found to be engaged in such practices will be subject to disciplinary action, including termination of their Affiliate(s)hip, and shall be liable for any and all resulting damage to the Company. You agree to hold harmless and indemnify the Company for any claims, damages, or liabilities arising out of the Affiliate(s)' business practices, representations, advertising, or actions that create any liability for the Company, whether civil or criminal, including regulatory or government fines or penalties.

6. Affiliate(s) Eligibility Requirements

A. Minimum Age Requirement

All Company Affiliate(s) must be of the legal age of majority in their state or province of residence.

B. Tax Identification Numbers

All Affiliate(s) applying as individuals are required to submit, for tax reporting purposes, their Social Security Number (SSN). If a Affiliate(s) is applying as a business, the Federal Tax Identification Number must be used. If a Affiliate(s) does not supply the proper tax reporting information, his/her commission and bonus checks will not be paid. All year end Form 1099s and T-4s will be issued in the name of the Affiliate(s). If the Affiliate(s) prefers that the Form be issued in an entity name, the Affiliate(s) must provide the Company corporate office with the appropriate

legal documentation to support the existence and good standing of the entity and the Affiliate(s)' affiliation with the entity.

C. Double Affiliate(s) Registered

Affiliate(s) are allowed to have only one Affiliate per Tax ID or per Social Security Number. This applies whether the Affiliate(s) is held as an individual, partnership, or corporation. The Company reserves the right to terminate both Affiliate(s) if the prohibition against double Affiliate(s) is violated.

1. Family Sponsored Affiliates

Affiliates who sign up Affiliates within their family for the purpose of placing those affiliates on 1st level, then 2nd level, and so on may be considered attempting to draw potential commissions away from their sponsor. These cases are reviewed periodically to ensure compliance with the overall affiliate program. RegenaLife, LLC reserves the right to modify such family affiliate registrations at any time.

D. Partnerships, Corporations and Trusts

If an applicant prefers to apply as a corporation or partnership, the Company must receive a copy of the articles of incorporation or partnership agreement, including the FED ID # or SSN and a signed Application and Agreement for each partner, shareholder, director, and/or officer involved in the corporation or partnership. The corporation or partnership must disclose all general and limited partners, directors, officers, and/or shareholders. A partner in any such entity cannot have an interest in any Organization other than the Organization of the applying corporation or partnership. All such legal documentation must be included with the original Application and Agreement. The Company in its sole discretion may request additional supporting documentation. The Application and Agreement will not be processed without the submission of all required documentation. Each partner, director, shareholder, or officer of an applicant entity must agree to be personally bound by the Agreement in its entirety.

E. Company Contact

The Company shall have the absolute right to contact Affiliate(s) via email, facsimiles, postal mailings, or telephone relating to Company business. Each Affiliate(s) agrees to accept all such contacts by the Company. You acknowledge your agreement to accept all Company contacts during the duration of your RegenaLife Affiliate(s) and waive your right to refuse any such contacts or to interfere with or challenge the making of such contacts with any member of your organization. You also waive your right to interfere with or challenge any such contacts with you if you have voluntarily terminated your Affiliate(s) without notifying the Company of your termination.

G. Appointment Related Businesses

RegenaLife allows Affiliate(s) to place RegenaLife products in appointment related businesses such as:

- i. Clinics
- ii. Doctor's Offices
- iii. Gyms

iv. Hair Salons

v. Independent Health Food Stores

H. Independent Health Food Stores

In addition, to appointment related, RegenaLife allows Affiliate(s) to place RegenaLife products in independent "mom and pop" type Health Food stores for the retail sale and marketing of those products. RegenaLife reserves the right to prohibit placement of those products in any retail setting that is not compatible with RegenaLife ideals, compatibility with products or marketing objectives. RegenaLife believes the retail placement and sale of its products in independent "mom and pop" type Health Food stores will allow for increased exposure to RegenaLife products while still preserving the individual one to one presentation of the benefits of those products to consumers.

7. Changes in Affiliate(s) Status

A. Marriage

As an exception to Double Affiliate(s), Section VII (D), if two (2) existing Affiliate(s) marry, they may maintain their existing Affiliate(s).

B. Death

Upon the death of a Affiliate(s), the rights and responsibilities of that Affiliate(s) are passed on to the rightful heir. To affect the transfer of the Affiliate(s), upon the death of a Affiliate(s), the successor must provide the following to the Company:

- i. A certified copy of the original death certificate;
- ii. A certified copy of the court order or other instrument legally establishing the successor's right as the heir; and,
- iii. A completed and executed Agreement and Affiliate(s) Application signed by the successor.

C. Divorce

Upon the divorce of a married couple sharing a Affiliate(s), a certified copy of the divorce decree must be provided to the Company Corporate office. The Company must be notified as to which party will assume ownership of the Affiliate(s) as determined by a court of competent jurisdiction or by settlement. Under no circumstances will the Organization of divorcing spouses be divided. Similarly, under no circumstances will the Company split commissions and bonuses between divorcing/divorced spouses. The Company will recognize only one Affiliate(s) and will pay out only one commission transaction per Affiliate(s) per commission cycle. Commissions shall always be issued to the same individual. In the event that parties to a divorce are unable to resolve a dispute over the disposition of commissions and ownership of the Company business in a reasonable amount of time, as determined by the Company, the Affiliate(s) will be terminated.

- i. If a former spouse has completely relinquished all rights in the original Company business, he or she is thereafter free to become a Affiliate(s) under any Sponsor of his or her choosing. In such case the party relinquishing an interest may reapply, as required by the Policies & Procedures, as a new Affiliate(s) and shall have no rights with respect to compensation or any other benefit relating to any Affiliate(s) of the original Compensation Organization.

D. Dissolution of Corporations or Partnerships

Upon the dissolution of a corporate Affiliate(s) or a Affiliate(s) that is a partnership, the ownership of that Affiliate(s) will be transferred pursuant to the dissolution agreement among the shareholders or partners or upon receipt by the Company of an Order issued by a court of competent jurisdiction that directs how such ownership is to be allocated.

E. Sales or Transfers Prohibited

A Affiliate(s) may not sell, assign, or otherwise delegate or transfer his or her Affiliate(s) or any Organization Information or other Company Confidential Information, or any Company Materials, or any Sponsor duties or responsibilities, or any other duties, obligations or performances under this Agreement, Any attempted transfer or delegation in violation of this provision shall be null and void.

F. Affiliate(s) Information Changes

Affiliate(s) are responsible for keeping all of his/her own personal information on his/her account current, including, but not limited to, residential and business address, name, phone, email address, and fax number. Affiliate(s) are required to log into their Back-Office and make the necessary changes to their Affiliate(s) information.

8. Affiliate(s) Information and Responsibilities

A. Tax Reporting

US RESIDENTS ONLY: The Company will calculate, collect and report applicable sales tax on behalf of Affiliate(s) based on the suggested retail price and according to applicable tax rates in the taxing jurisdiction to which the products are shipped. In the event a Affiliate(s) indicates to the Company at the time an order is placed that the Affiliate(s) is purchasing products for his/her own use, the Company will calculate, collect and report applicable use tax amounts based on the discounted price the Affiliate(s) actually pays for such products. In the event a Affiliate(s) has submitted, and the Company has accepted, a current Sales Tax Exemption Certificate, sales tax will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities will be the responsibility of the Affiliate(s). There will be no retroactive exemptions if the proper forms are not received before any orders are placed. This Sales Tax Exemption Certificate must be sent in directly to the Company Corporate Office. Should a Affiliate(s) disagree with the Company's determination of taxes owed he/she must provide written notification of such dispute within thirty (30) days following receipt by the Affiliate(s) of the determination giving rise to the dispute. Such notice must be sent to the Company by certified mail, return receipt requested. The failure to follow this procedure shall result in a waiver of any right to dispute the determination. In no event shall the Company be liable for any mistake relating to the determination of sales tax, other than paying, if applicable, any additional taxes owed to the proper authority or crediting to the Affiliate(s) any amount that should not have been paid as taxes.

C. Affiliate(s)/Contractors

All Company Affiliate(s) are independent contractors. They are not employees of the Company, partners, or agents of the Company, nor are they purchasers of a franchise or a business opportunity. The Agreement between the Company and its Affiliate(s) does not create an

employer/employee relationship, agency, partnership, or joint venture, nor does this Affiliate(s) Agreement, in any way, make the Company responsible for expenses incurred in the operation of that Affiliate(s) business. Affiliate(s) shall not be treated as employees for services or for tax purposes. The Affiliate(s) agrees to indemnify and hold harmless, the Company, from any and all liability including civil penalties, refunds, judgments, attorneys fees', court costs, or lost business incurred as a result of a Affiliate(s)' unauthorized representations. No Affiliate(s) has the authority (express or implied), to bind the Company to any obligation. Affiliate(s) determine their own business hours and methods of marketing and sale, providing their business practices are in strict compliance with the Company Policies & Procedures. It is the Affiliate(s)' responsibility to understand and abide by the applicable laws governing business transactions in their country, state and province of domicile.

D. Representations Made by Affiliate(s)

Each Affiliate(s) will honestly and fairly represent the Company and its products and programs in all Company related activities, including the marketing and sale of Company Products and the solicitation of customers and new Affiliate(s). Affiliate(s) are prohibited from misstating or omitting any significant material facts about the Company, or Company Products or programs.

Affiliate(s) shall make it clear that the Company programs are based upon the retail sales of the Company Products, and that an individual will not be successful by enrolling others without an emphasis on retail sales. All Affiliate(s) should emphasize that each Affiliate(s) operates as an independent contractor, and like any other independent business, each Affiliate(s)' success or failure depends on that Affiliate(s)' personal efforts. The Company does not guarantee its independent Affiliate(s) any particular income, profit, or success. Affiliate(s) are not permitted to make any false or misleading claims or statements about the Company or any Company Products or programs, or any Company employees or other Affiliate(s). Any Affiliate(s) who violate any of the foregoing prohibitions shall be fully and solely liable for any damages, fines, penalties or other civil or criminal consequences of such actions, and shall indemnify and hold harmless the Company from any and all claims, investigations, damages, fines, penalties or other monetary consequences arising from such violations. Further, you agree that any violation of the prohibitions in this paragraph can result in the termination or suspension of your Affiliate(s) in addition to any and all other remedies available to the Company for your violation.

E. Income Claims

Each Affiliate(s) hereby acknowledges with respect to income potential or experience, whether actual or hypothetical, that Affiliate(s) shall not make any promise, guarantee, example, projection, or reference of any kind or any manner to any prospective Affiliate(s) in connection with participation in the Company Program. Further, each prospective Affiliate(s) hereby acknowledges that no one has made any promise, guaranty, example, projection, or reference of any kind or manner to the prospective Affiliate(s) with respect to the income potential or participation in the Company Program or that any individual or Entity will derive any specific income or profit as a Affiliate(s).

In their enthusiasm to enroll prospective Affiliate(s), Affiliate(s) may be tempted to make income claims, earnings representations, projections, or estimates. This is counterproductive because new Affiliate(s) may become disappointed very quickly if their results are not as extensive or as rapid as the results achieved by others. Moreover, the U.S. Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials. Although Affiliate(s) may believe it beneficial to provide copies of checks, or to disclose their earnings or the earnings of others, such acts have legal consequences that can negatively impact the Company as well as the Affiliate(s) making the claim, unless appropriate disclosures are made, as required by law, contemporaneously with the income claim or earnings representation. Because Affiliate(s) do not have the data necessary to comply with

the legal requirements for making income claims, a Affiliate(s), when presenting or discussing the Company Program with a prospective Affiliate(s), shall neither make income projections nor income claims of any kind or manner, nor disclose his or her Company income (including, but not limited to, the showing of checks, copies of checks, or bank statements), or otherwise refer to income potential of the Company business.

Accordingly, the making of income claims, examples, projections, or other references to income potential to a prospective Affiliate(s) may, in the sole and absolute discretion of the Company, result in termination of the Affiliate(s) of the violating Affiliate(s). Such termination will result in the full forfeiture of any commissions, bonuses, or other compensation or benefits, including payouts, otherwise payable or owed to the violating Affiliate(s), as well as all other consequences of termination.

F. Prohibition against Transferring/Shipping RegenaLife Products outside of the United States to other countries

RegenaLife Affiliate(s) are prohibited from shipping or transferring (mailing) RegenaLife Products outside the The United States as it may violate the laws of other countries. This prohibition applies to RegenaLife Affiliate(s) either shipping or mailing product outside of the United States. The legal reasons for this prohibition are that RegenaLife Product labels and promotional materials are different in the United States from those around the World and are substantively different in regard to product claims, product designations, product labels based on the different treatment of RegenaLife products in the US and the World.

G. Disciplinary Actions

As a Company Affiliate, you may be disciplined or terminated by the Company immediately if you violate any of the prohibitions set out in these Policies & Procedures. Grounds for such termination or other disciplinary action include, but are not limited to:

- i. Misrepresenting the potential earnings or income or other benefits that can be derived from a Company Affiliate(s);
- ii. Misrepresenting the volume of sales a person actually made or can potentially make through a Affiliate(s)
- iii. Selling or marketing the Company to others or making false or misleading claims about the Company or any of Company Products;
- iv. Engaging in any activity prohibited under this Agreement;
- v. Asserting a claim to any Company property, including any claim of ownership in any Company Materials, Organization Information, Company Confidential Information or other Company intellectual property;
- vi. Violating any of the terms or conditions of this Agreement.
- vii. Distributing or otherwise making representations of any kind, whether verbal or written, that imply, directly or indirectly, that employment with the Company is available;
- viii. Making any false or misleading representation or omission of material fact in connection with the advertising, promoting, sale, or distribution of Company Products or in soliciting new Affiliate(s);

ix. Failing to instruct all persons who are selling or marketing the Company Affiliate(s) or products to others, to submit to the Company for prior approval, copies of all advertising that they plan to publish in newspapers or other media to recruit others into joining the Company;

x. Making any disparaging statements or comments regarding the Company, its products, product ingredients, management, officers, or employees. Disparaging comments are comments or statements that place the Company or its products, employees, officers, directors or Affiliate(s) in a negative light.

xi. Attempting to sell or selling any product samples you received from RegenaLife to prospective, current Affiliate(s) or retail customers is prohibited and subject to immediate termination of your Affiliate(s)/master Affiliate(s).

Termination based on any of the foregoing grounds or for any reason whatsoever results in the forfeiture of all compensation, bonuses, or other benefits otherwise owed to or accrued by the terminated Affiliate(s), and his/her waiver of any right to claim any such compensation, bonus or other benefit, and requires the immediate return to the Company of all commissions earned after the date of the first violation. The foregoing shall be in addition to any and all other consequences of termination,

9. Professional Courtesy

Professional courtesy dictates that the prospective Affiliate(s) will be sponsored by the first Affiliate(s) who presented him or her with the complete Company business opportunity. If more than one Affiliate(s) claims to be the rightful sponsor, the Company shall honor the original Application and Agreement first received by the Company Corporate office.

Affiliate(s) are NOT PERMITTED OR ALLOWED TO CHANGE THEIR ORIGINAL SPONSOR IN THEIR GENEALOGY FOR ANY REASON WHATSOEVER. Affiliates can terminate their Affiliate Agency with RegenaLife and sign up again after a 6 month period

A. Non-competition with the Company; Company Right to Change Business Model

The Company and its Affiliate(s) share a competitive business interest in maintaining the integrity of Company sales organizations, which was developed exclusively for the purpose of distributing products offered or marketed by the Company and compensating Affiliate(s) for marketing and selling Company Products. Accordingly, you agree not to compete directly or indirectly with the business of the Company or violate any confidentiality provisions of this Agreement in order to carry on a trade, business or profession that competes with the Company or to serve customers or clients of Company during a one year period following the voluntary or involuntary termination of that Affiliate.

You also agree not to solicit any person whom you know or should have known is a Affiliate(s) of the Company to sell non-Company Products of any nature, or attempt to build or establish a business that would cause a detrimental effect or be at the expense of, or compete with other Company Affiliate(s), their Company Organization, or the Company. You acknowledge that violation of any portion of this provision will cause significant and irreparable harm to active Affiliate(s) and the Company, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance and damages including costs, attorneys' fees and disgorgement of all profits made as a result of such unauthorized activity. All Affiliate(s) obligations under this provision shall survive and remain enforceable following the termination of that Affiliate(s)' Affiliate(s). Notwithstanding the foregoing, the Company shall have the exclusive right to offer new business opportunities to all Affiliate(s) and

to modify its business model. Company may engage in any direct advertising of its products and does not represent that it only markets and sells its products through Affiliate(s).

B. Prohibition Against Selling Products in Other Countries

The Company hereby grants the Affiliate(s) a nonexclusive right based upon the terms and conditions contained in the Agreement to purchase inventory and to promote the Company Products only in the countries in which the Company operates and in which the Affiliate(s) is authorized to work. At this time, Affiliate(s) are only allowed to enroll new Affiliate(s) in the United States. RegenaLife may open up its production and business to Canada and other countries. Until that time, the Company does not authorize the enrolling of any new Affiliate(s) in any other country except the United States of America. A Affiliate(s) is not authorized to sell the Company Products in a country in which the Company is not authorized to do business. Affiliate(s) cannot sell or ship the Company Products to any countries other than the United States. Any sale or shipment to other countries shall constitute an unauthorized sale under the terms of this clause subjecting the responsible Affiliate(s) to immediate termination of his or her Company Affiliate(s).

C. Lead Generation Programs

The Company from time to time may operate a program that offers its Affiliate(s) the opportunity to purchase "qualified customer leads" at a nominal cost. The Company may generate these leads through a regional and/or national lead generation program intended to expand potential consumer awareness of the Company or its products and to aid its Affiliate(s) in expanding their Company customer base and/or Organizations. Regional and national TV/Radio spots sponsored by the Company may be run to offer introductory promotional product offers of Company Products to generate "hot leads" of new customers that have already sampled one of its products. When/if this takes place, additional details, terms and conditions will be posted in the back office of your RegenaLife web site.

10. Inventory

A. Inventory Loading Prohibited

The Company is a corporation built on the quality of its products and their use by consumers. The Company does not require Affiliate(s) to maintain an inventory of products. Affiliate(s) are not permitted to purchase product quantities in excess of that necessary for personal use, retail sales, and to service the needs of Organization Affiliate(s), and any purchasing in excess of these requirements (known as "inventory loading") is strictly prohibited. Affiliate(s) are prohibited from encouraging new Affiliate(s) to purchase products for the sole purpose of qualification. They are also prohibited from encouraging Affiliate(s) to engage in inventory loading.

In order to ensure no inventory loading is occurring:

- i. Each Affiliate(s) wishing to receive commissions under the Company's marketing plan must have seventy percent (70%) of products previously purchased by that Affiliate(s) either sold to or consumed by end users.
- ii. The Company will liberally apply its buy-back policy on the voluntary termination by the Affiliate(s) of his or her Affiliate(s), but the Company will not repurchase products or issue refunds on products certified as having been consumed or sold. Falsely representing the amount of product sold or consumed in order to advance in the marketing plan shall be grounds for termination. To discourage any Affiliate(s) from encouraging other Affiliate(s) to circumvent the inventory loading prohibition, the Company may charge back to a terminating Affiliate(s)' any commissions, rebates, or bonuses paid on product returned from a terminating Affiliate(s).

B. Labeling, Packaging, or Tampering with Products

Affiliate(s) must not tamper with or repackage any of the Company Products. Affiliate(s) are responsible for notifying the Company immediately of any tampering with or repackaging of Company Products. Any Affiliate(s) who is aware of such tampering, but fails to communicate this to the Company, may be subject to disciplinary action in conjunction with the alleged party at fault. Affiliate(s) may not re-label or repackage any the Company Products, sales aids, or Company Materials. Affiliate(s) may not sell any of Company Products in conjunction with the sale of any non-Company products or services.

C. Pricing and Availability

The Company reserves the right to change pricing, availability, and PV points of products and sales aids without prior notice. These changes usually will be communicated through communication with Support Agents. It is the responsibility of the Affiliate(s) to stay current on all updated information from their Support Agent and to communicate this information to their Organization.

D. Company's Right to Advertise and Direct Market its Products

Company reserves the right to directly advertise and market Company Products to consumers and to provide all sales leads generated from said direct sales in accordance with the provisions as set forth above. Affiliate(s) acknowledge that Company wishes to bring added product and company name recognition by this process and to facilitate the growth of the company and its sales which shall benefit the company and its Affiliate(s) base. Affiliate(s) shall have no expectation that Company will only sell its products through Affiliate(s), notwithstanding any statements made by the Company, Support Agents or other Affiliate(s) to the contrary.

E. Credit Card ge by Affiliate(s)

Company will accept payment for Company Products orders by approved credit cards from Affiliate(s) and Retail Customers. Credit card payment shall only be accepted when the Affiliate(s) uses a credit card account listed under their name as "holder" of that account. Company strongly advises that Affiliate(s) not engage in the practice of "ordering" product on behalf of customers or other Affiliate(s). In the event of an emergency, a Affiliate(s) may place orders using customer credit cards but only if the Affiliate(s) complies with the following procedure: The Affiliate(s) placing the order must present by facsimile to Company, prior to placing such order, a notarized statement reflecting the following:

- i. Statement from the credit card holder that they authorize the Affiliate(s) to place orders on their behalf.
- ii. Notarized signature of the holder.
- iii. Statement that this authorization is indefinite or that it expires on a specific date.
- iv. Statement that the authorization is limited to a specific dollar amount (under Three hundred dollars \$300.00)

11. Product Orders

A. Ordering Procedures

i. online through the Company web site: www.RegenaLife.net

ii. Only orders accompanied by complete and accurate payment information will be processed. If payment is not received at the time of ordering, the order will not be processed.

12. (Autoship) Program

1. Autoship Program is a monthly reorder program that allows Affiliate(s) to customize their order and have it automatically shipped to them every month. Affiliate(s) may edit, modify and or delete their autoships via their back office.

13. Affiliate(s) and Retail Customer Product Guarantee

The Company is confident in the quality of its products and provides a 30 day, 100% money-back guarantee to consumers who try the Company Products. Payments for promotional items and sales aids are nonrefundable and non-returnable, and are therefore, not subject to a money back guarantee.

14. Affiliate(s) Program

A. Definition of a qualified Affiliate(s)

The purpose of the commission qualified Affiliate(s) program is to help you provide a more economical way for your retail customers to purchase product and, at the same time, build volume into your business. Once your customers have become established and are satisfied with the products, they may decide to register as Affiliate(s). The customer may sign up for the Affiliate(s) program directly via the Company web site. Once a customer becomes an active Affiliate(s), he/she will receive their own replicatable website and ID#.

15. Affiliate(s) Return Policy

A. Return Authorization

Before returning anything to the Company, it is absolutely necessary to obtain a return authorization number (RA#). To get this RA#, email sales@RegenaLife.net and they will provide you with one. Any merchandise returned without an RA# will be refused. This RA# must appear in bold print on the outside of all packages being returned. Make sure that the shipping documentation does not cover this number. As a safeguard, it is best to conspicuously print the RA# in several different places on the package(s) ensuring that the number is visible by the warehouse personnel.

B. Affiliate(s) Returns

All returns will be at the Affiliate(s) and customer's expense, and must be sent prepaid by a method of shipment, which can be traced by a tracking number. If there is a discrepancy in a return shipment, the Affiliate(s) or retail customer will be responsible for investigating the shipment by means of the tracking number and providing proof of acceptance by the warehouse before the Company will authorize a refund of the product. The Company will not accept any C.O.D. or postage due packages. The following are the return and refund guidelines and procedures:

- i. A request for return can be processed within thirty (30) calendar days of the date of purchase.
- ii. Any unused portion of the product, including empty or nearly empty boxes, must be returned with the order at the customer's expense.
- iii. Upon confirmation of return to the warehouse, a full refund of the product purchase price and the taxes paid will be refunded to the bankcard used for the original purchase. No refunds will be given for the original shipping and handling costs. Shipping and handling costs are nonrefundable.
- iv. The returned order must include the original packing slip. The order must be returned to the warehouse address listed on the packing slip, and must include a letter setting out the detailed reason for return.
- v. If the return requirements are not met, or the appropriate documentation as set out is not included with the returned product, the Company will not process the return for a refund. The Affiliate(s) will be notified and will have fifteen (15) calendar days from the date of such notification to either provide the omitted information in writing to the Company, or alternatively, to arrange to have the product returned to their ship to address at the customer's expense. If the Affiliate(s) fails to provide an appropriate response within fifteen (15) calendar days of notification, no refund will be processed and the Company will dispose of the returned product.
- vi. The Company is not responsible for the risks involved in return shipments. The Company assumes no liability for returned shipments until such time as our warehouse signs them for.

C. Errors in Customer/ Affiliate(s) Shipment

If an incorrect shipment is sent to a Customer or Affiliate(s), in which the Company warehouse is responsible for the error, including but not limited to damaged product, and/or incorrectly shipped product, the following guidelines apply:

- i. 100% refund of the order, including product, taxes, shipping, and handling fees.
- ii. The returned order must also include the original packing slip, and the order must be returned to the warehouse address listed on the packing slip.
- iii. The cost of returning the erroneous order to the warehouse will be at the expense of the Company.

D. Affiliate(s) Returns

Product purchased for retail sales may be returned directly to the Company warehouse (i.e. sent to address noted on packing slip.) Promotional items and sales aids purchased for personal use are non-refundable and non-returnable, and therefore are not subject to a money back guarantee. The following are the return guidelines and procedures:

A request for return can be issued only if made within sixty (60) calendar days from the original date of purchase.

- i. Returns will be compensated by replacement products ("RPs") of equivalent value shipped directly to the Affiliate(s) from the Company warehouse. *No cash refunds will be given.*
- ii. Affiliate(s) must provide copies of original receipts and packing lists with any request for return of any product to the warehouse. The RP equivalent value is based upon actual price paid for the original product order. Each product to be refunded by replacement will be based upon a prorated percentage of the total amount paid for the last order.
- iii. The products being returned must accompany the request for return. All expenses related to returns will be at the Affiliate(s)' expense. All requests for returns with the products being returned must be shipped to the Company prepaid by a method of shipment traceable by a tracking number. If there is a discrepancy in a return shipment, the Affiliate(s) will be responsible for investigating the shipment by means of the tracking number and providing proof of acceptance by the warehouse before the Company will authorize a replacement of the product. The Company will not accept any C.O.D. or postage due packages.

E. Affiliate(s) Buy-Back Policy

Any Affiliate(s) who terminates his/her Affiliate(s) Agency and wishes to return any unused Company products for a refund may do so through the Company Buy-Back program. If the Affiliate(s) has purchased products for inventory during the term of his/her Affiliate(s) contract, any remaining unused products that are in resalable condition in the possession of the Affiliate(s) shall be eligible for repurchase by the Company at a price of not less than ninety percent (90%) of the original net amount paid by the original purchaser. Products will not be considered resalable if they are partially used, if their shelf-life has expired, if the products are seasonal, are discontinued, were special promotion products, or if the most current version of the product has changed in formulation or packaging. Products which have been purchased for more than one (1) year prior to termination or which have been purchased as sales aids are not considered resalable. Any products that were provided to the Affiliate(s) as a "bonus" must also be returned upon a Affiliate(s)' request for a refund, but no refund will be made for "bonus" products. To initiate a Buy-Back request, a Affiliate(s) must first make notification of termination by contacting Affiliate(s) Services and verbally requesting termination of their Affiliate(s) Agency, Within thirty (30) calendar days of this verbal notification of intent to terminate, the Company must receive a notarized confirmation letter of his or her termination. The termination letter must include the following:

- i. The Affiliate(s)' name and the names of any other parties who are party to the contract;
- ii. Social Security Number of each party to the contract;
- iii. Specific reason for resignation;
- iv. A list of all items to be returned, the quantities of each item, and the original sale order number(s);
- v. Each party listed on the Affiliate(s) must sign the letter and all signatures must be notarized. Each party must individually acknowledge that the parties listed on the Affiliate(s) are terminating their Affiliate(s) Agency with the Company;

vi. Once the Buy-Back letter has been received by the Company, the Affiliate(s) will be contacted directly by Affiliate(s) Services and an RA# will be provided to the Affiliate(s). This RA# must appear in bold print on the outside of all packages being returned. All returns must be received within fifteen (15) calendar days after the RA# has been issued. Products that are returned without this RA# will be refused. Make sure that the shipping documentation does not cover this number. As a safeguard, it is best to conspicuously print the RA# in several different places on the package(s) ensuring that the number is visible by the warehouse. All returns will be at the Affiliate(s) expense, and must be sent prepaid by a method of shipment that can be traced by a tracking number. If there is a discrepancy in a return shipment, the customer will be responsible for investigating the shipment by means of the tracking number and providing proof of acceptance by the Warehouse before the Company will authorize a refund of the product. The Company will not accept any C.O.D. or postage due packages; and, vii. If the information required is not included with the returned product or the product is not in resalable condition, the Company will notify the Affiliate(s) by letter of the omission and/or identify the product which is not in resalable condition. The Affiliate(s) will have fifteen (15) calendar days from the date of the letter to provide the omitted information in writing and/or arrange to have the product returned to the Affiliate(s). If the Affiliate(s) fails to provide an appropriate response within fifteen (15) calendar days, the Company will dispose of the product and the Affiliate(s) will not receive a credit for the product. Once the return has been verified, a credit will be issued and a check sent or a credit will be issued on the bankcard used in making the original purchase.

F. Commission & Bonus Reversals (All Returns); Disputes as to Commissions Paid

Any bonuses, commissions, or advancements made on any of the Company programs which were awarded to either the terminating Affiliate(s) or terminating Affiliate(s)' above them with respect to any returned products will be reversed and the proper deductions made from the terminating Affiliate(s)' credit as well as any benefiting Affiliate(s)' commissions or bonus payments.

Any dispute Affiliate(s) have with the Company regarding commission payments must be noticed in writing to the Company within (30) thirty days of the Affiliate(s)' receipt of the commission check from the Company. Such notice must include an explanation of the details of the dispute, including calculations showing why the commission payment is disputed. Should Affiliate(s) fail to notify the Company in writing of the dispute, or fails to notify the Company within the thirty day period, he/she waives all right to dispute the amount of commissions owed and waives any right to dispute the amount paid. Any Affiliate(s) who resigns or is terminated by the Company for violations of these Policies & Procedures waives all rights to dispute prior commission or bonus payments made by the Company.

G. Other Reasons for Returns

i. Damaged Shipments: Occasionally, products will become damaged during shipping. The Affiliate(s) must take responsibility to verify the condition of each item upon receipt of each order, and must refuse to accept damaged goods. If a damaged shipment is left at the door, or if a Affiliate(s) discovers damages to the shipment after the fact, the Affiliate(s) must notify RegenaLife of damaged shipments no later than five (5) calendar days from the date of delivery of the damaged order. No damaged products will be replaced unless an RA# accompanies the request for replacement.

ii. Receipt of Shipment: The Affiliate(s) should contact RegenaLife if an order has not been received within a customary amount of time after an order has been placed. Affiliate(s) Services will put a trace on the order and assign a case number. The Company will consider a shipment received if the Affiliate(s) does not notify RegenaLife that the order has not been received within thirty (30) calendar days from the date the order was placed. There will be no refund or

replacement of the order if RegenLife did not receive such notification and an RA# was not assigned, or if the notification was not received within 30 days from the date of the order.

iii. Order Discrepancies: The Affiliate(s) should inspect each shipment immediately upon receipt, prior to signing acknowledgment of receipt. If any items are missing from the order, which are not marked as backordered on the shipper's delivery ticket, or if there are any mistakes with the contents of the shipment, the Affiliate(s) must immediately report the discrepancies to Affiliate(s) Services. Notification must be made within fifteen (15) calendar days of the order delivery to Affiliate(s) Services in order to arrange for a refund and/or replacement. No product switches or exchanges are allowed on replacements.

16. Publicity Specifications

A. Governmental Representations

Affiliate(s) shall not state or imply that the Company programs or products have been approved or endorsed by any government agency. Federal and State regulatory agencies have not given approval or endorsement to any direct selling programs.

B. Privacy Policy

All customer names and personal information shall be subject to the Company's Policy Statement as posted on its websites.

C. Trademarks, Logos, Product Names, Domain Names and Other Company Intellectual Property: All Company trademarks, product names, logos, slogans, domain names, Organization Information, Confidential Information and Company Materials (collectively, "Company Intellectual Property") are owned exclusively by the Company. Affiliate(s) may not use the Company Intellectual Property for any purpose other than as permitted in these Policies & Procedures. Affiliate(s) may not directly or indirectly obtain or attempt to obtain legal rights in any Company Intellectual Property. Affiliate(s) also are not permitted to use any Company trademark (including the RegenLife name, logo or any Company Product name) as part of any domain name, company name, or advertising slogan. Upon termination of a Affiliate(s)' Affiliate(s), all rights to use any Company Intellectual Property automatically are terminated simultaneously with termination of the Affiliate(s). Accordingly, upon such termination, you will immediately and permanently discontinue the use of all trademarks and names, together with all literature, signs, labels, posters, stationary or advertising materials and Company Materials related to the Company, its products and its marketing programs. The failure to discontinue all uses of Company Intellectual Property shall cause the Company immediate irreparable harm, and is inter alia trademark infringement and copyright infringement giving rise to the Company's right to an immediate injunction without the necessity for the posting of a bond by the Company, in addition to all other remedies available to the Company. The Company grants to each Affiliate(s) the limited, non-exclusive, revocable and terminable right to use Company Intellectual Property for authorized Company business-related purposes only, subject to all applicable Company rules and guidelines regarding their use, and only during the period the Affiliate(s) is in good standing with the Company, meaning that he/she is not suspended or terminated.

D. Advertising

The Company encourages Affiliate(s) to advertise and promote the Company's Products and marketing opportunities. However, it is critically important that all Affiliate(s) comply with all Company advertising guidelines contained in these Policies & Procedures or as otherwise established by the Company. Failure to comply can result in damage to the reputation of the Company and its products and could result in undesirable publicity and possible legal actions. In

order to protect the Company and its Affiliate(s), the Company reserves the right to terminate Affiliate(s) who are in violation of these advertising provisions. Violation of these provisions shall cause the Company immediate irreparable harm giving rise to the Company's right to an immediate injunction without the necessity for the posting of a bond by the Company, in addition to all other remedies available to the Company. All advertising and promotion of the Company and Company Products, as well as all advertising and promotion that compares Company Products with other products, requires the prior written permission of Company prior to a Affiliate(s)' placing of any advertising in any media outlet including hard print ads, internet ads or TV or radio advertisements. For purposes of this provision, content on a website constitutes "advertising or promotion." All advertising and promotional materials you want to use, including any press releases or other publicity material, must be submitted to the Company Corporate Office for review no less than sixty (60) days prior to their planned use. You agree to make any changes to the advertising or promotional material requested by the Company, or, if the Company does not approve the materials in writing, you agree not to use them. All submissions for review must be sent with a cover letter identifying that the materials are advertising materials being submitted for review along with an explanation of when, where and how the materials will be used. If the Company does not notify you in writing of the results of its review within sixty (60) days from the date of receipt by the Company of the materials submitted, the materials are deemed unacceptable and cannot be used.

E. Literature and Sales Aids

Affiliate(s) are prohibited from using, distributing or selling any Company materials, including all marketing and sales materials in any media (print, audio, video, etc.) that (a) has not been authorized by the Company for use, distribution or sale, (b) is outdated, or (c) contains Confidential Information. All Company Materials whether printed, on a website, or in audio, video, CD-ROM or other media, are copyrighted and may not be reproduced in whole or in part by Affiliate(s) or any other person. Affiliate(s) shall destroy any stale, outdated or discontinued (collectively, "outdated") Company Materials. Only current, authorized sales aids can be used by Affiliate(s). Company can at any time, determine that a sales aid or promotional literature or other Company Material is no longer available for use, distribution or sale by Affiliate(s). Once the Company no longer provides a sales aid or promotional product on its website or through its Affiliate(s) services, that sales aid or promotional product is considered outdated. Nothing in Company's sales aids or other Company Materials are implied terms or amendments to this Agreement, nor shall they be deemed as or relied on by Affiliate(s) as representations or terms of agreement that bind the Company.

F. Television and Radio

The use of television and radio advertisements or promotions is governed by Section XIX.D. and this Section XIX.F. Affiliate(s) are prohibited from using TV, cable TV, or radio to advertise or promote the Company or any Company Products without the prior written approval of the Company.

G. Internet/World Wide Web Pages

The Company requires that anyone who wishes to establish a website (or a single web page) displaying the Company Products, Company Intellectual Property or Company Materials, or any portions thereof, must contact Affiliate(s) Services for an authorized Company hosted Affiliate(s) website. Affiliate(s) are prohibited from using any website or web pages that are not Company hosted Affiliate(s) websites. Violation of this policy is immediate grounds for termination. Affiliate(s) may not place or purchase as key words or AdWords any Company Product names, or the Company name, or any names incorporating any Company Product names or the Company name into any Internet search engine (such as Google or Yahoo! Search) without the prior written permission of the Company. Affiliate(s) may not acquire, register or use domain names that

include the name of any Company Products or the Company name without the prior written permission of the company. The Company is under no obligation to permit any Affiliate(s) to use any Company product name or the Company name for any purpose described in this paragraph. The Company Affiliate(s) may not engage in "spamming" which is defined as the unauthorized transmission of email messages or materials to persons without their prior permission. Any form of spamming activity is a violation of the Company policy and will subject the person or persons responsible to suspension or termination of their Affiliate(s). Spamming may be a criminal offense in some states and will not be tolerated. Anyone that if found spamming will also be responsible for all fines incurred as a result of this illegal activity. The Company reserves the right to terminate any Affiliate(s)hip of a Affiliate(s) who violates any of the foregoing terms and conditions or Company policies. Violation of any of these terms and conditions or Company policies shall cause the Company immediate irreparable harm giving rise to the Company's right to an immediate injunction without the necessity for the posting of a bond by the Company, in addition to all other remedies available to the Company.

H. Personal Appearances

Appearances by any Company Affiliate(s) on TV, cable TV, or radio are prohibited without the prior written approval of the Company.

I. Telephone

The Company prohibits Affiliate(s) from answering the telephone in any manner that would imply or lead callers to believe they have reached the corporate offices of the Company.

Affiliate(s) should therefore refrain from answering the phone with phrases such as " RegenaLife " or "This is (name) with RegenaLife . The approved telephone listing for all telephone publications is "RegenaLife Independent Affiliate(s) (name)." Any Affiliate(s) found in violation of this policy is subject to immediate termination.

J. Faxes

Affiliate(s) may not send unsolicited facsimile transmissions regarding the Company or its Products to any persons, businesses, or entities. Any sending of such faxes is a violation of Company policy and will subject the person or persons responsible to suspension or termination of their Affiliate(s) Affiliate(s).

K. Telephone Solicitation

The Company name and Company Materials may not be used in automatic calling devices or "boiler room" operations to solicit potential Affiliate(s) or customers, and in some states any unsolicited telephone calls may be prohibited under Federal or State "Do not Call Rules" or equivalent laws, and therefore are prohibited under these Policies & Procedures. Any violation of any such laws, rules or regulations by a Affiliate(s) is grounds for immediate termination of his/her Affiliate(s), in addition to all other remedies available to the Company for this violation. A Affiliate(s) who has violated any such rules, laws or regulations shall indemnify and hold harmless the Company from any claims, damages, fines or penalties arising or resulting from such violation.

L. Trade Shows and Fairs

Each Affiliate(s) is responsible for contacting the appropriate local authorities regarding any required sales license, permits, or forms with regard to participation in the event. If a license,

permit, or special form is required, a copy must be sent to the Company Corporate Office for the permanent records. To set up an exhibit at any event, you must secure prior written permission from the Company. Your request to attend a fair or exhibit must be sent in writing to Affiliate(s) Services, along with a complete outline of any presentation you may be giving and/or a copy of the promotional materials intended for such use. This request must be received at least twenty-one (21) calendar days prior to the event. When permission is granted, such permission is granted for the one event only. Permission does not carry over to the same event on another date. The Company grants permission for only one (1) Affiliate(s) to display the Company Products at each event. If two (2) Affiliate(s) apply for permission to represent the Company at the same event, preliminary permission will be granted to each Affiliate(s). Final approval will be given to the first Affiliate(s) who provides the Company with a copy of the booth space contract showing proof of payment. If both Affiliate(s) provide such proof payment simultaneously, the permission to represent the Company will be given to the most senior of the Affiliate(s).

Affiliate(s) are encouraged to cooperate with each other for such events, but the Company remains the final authority on approval of attendance at events where the Company Products are represented. All materials planned for use at such trade show or exhibit must be approved by the Company in advance of their use. No unauthorized materials may be used by a Affiliate(s) at such trade show or exhibit.

M. Inquiries from the Media

In order to ensure accuracy and consistency in the information given to the media, Affiliate(s) receiving any inquiry from the media regarding the Company, its products, employees, or marketing programs must not make any statements and must immediately refer the inquiring parties to the Company Corporate office. Affiliate(s) are prohibited from acting as a spokesperson or representative of the Company for the media. All public relations matters should be redirected to the Corporate Office at **1-800-690-6137**

N. Medical Claims and Product Testimonials

17. FOOD AND DRUG LAWS

The Federal Food, Drug, and Cosmetic Act governs the following:

Foods: Vitamins, minerals, amino acids, extracts and herbs are dietary supplements, which are classified as foods under the Act. Conventional foods like drinks, shakes and candy bars are also included.

Drugs: A drug is defined by U.S. law as any substance (other than a food or device) intended for use in the diagnosis, cure, relief, treatment, or prevention of disease or intended to affect the structure or function of the body. (Oral contraceptives are an example of drugs that affect the function of the body rather than a disease.)

This comprehensive definition of a drug, although important for legal purposes, is rather complex for everyday use. A simpler but workable definition of a drug is any chemical substance that affects the body and its processes.

By law drugs are divided into two categories: prescription drugs and nonprescription drugs. Prescription drugs- those considered safe for use only under medical supervision-may be dispensed only with a prescription from a licensed professional with governmental privileges to prescribe (for example, a physician, dentist, podiatrist, nurse practitioner, physician's assistant, or veterinarian). Nonprescription drugs-those considered safe for use without medical supervision (such as aspirin)-are sold over the counter. In the United States, the Food and Drug

Administration (FDA) is the government agency that decides which drugs require a prescription and which may be sold over the counter.

Cosmetic: The legal difference between a cosmetic and a drug is determined by a product's intended use.

Different laws and regulations apply to each type of product. Firms sometimes violate the law by marketing a cosmetic with a drug claim or by marketing a drug as if it were a cosmetic, without adhering to requirements for drugs. The Food, Drug, and Cosmetic Act (FD&C Act) defines cosmetics by their intended use, as "articles intended to be rubbed, poured, sprinkled, or sprayed on, introduced into, or otherwise applied to the human body...for cleansing, beautifying, promoting attractiveness, or altering the appearance" [FD&C Act, sec. 201(i)].

Among the products included in this definition are skin moisturizers, perfumes, lipsticks, fingernail polishes, eye and facial makeup preparations, shampoos, permanent waves, hair colors, toothpastes, and deodorants, as well as any material intended for use as a component of a cosmetic product.

You should be familiar with the law as it regards to the sale of dietary supplements.

Claiming that a food or a dietary supplement can cure, treat or prevent diseases makes them "drugs" that are subject to special legal requirements and must be pre-approved by the FDA.

18. ADVERTISING LAWS

Truth-in-advertising laws have been enacted by both the federal and state governments. Even private organizations like the Better Business Bureau are involved in ensuring that advertisers make truthful claims so that consumers get accurate information and can make informed decisions about the products they buy.

All Advertisers are required to use only claims that are truthful and not misleading. Advertisers must have adequate substantiation or "proof" for all claims before they make them.

Selling Dietary Supplements

It is legal to sell dietary supplements, however; they must be presented as dietary supplements, which is the classification determined by the Federal Food and Cosmetic Act. Labeling claims that dietary supplements affect certain bodily structures and functions are permitted as long as they are supported by scientific research. They should not be represented as drugs to cure, treat, or prevent disease because this could influence their legal status. According to the law, foods are "articles used for food or drink." Drugs are "articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of diseases in man or other animals."

Even though you may be convinced that certain dietary supplements have curative powers, the law does not permit such claims to be made without prior FDA approval. And proving the efficacy of dietary supplements to the government would take millions of dollars and years of testing. It is simply not feasible to do that. So you can sell dietary supplements as dietary supplements, but not as drugs.

FOODS VS DRUGS

The law uses words with great precision, and subtle distinctions are crucial. People in the dietary supplement business, therefore, need to understand how to talk about their products without

putting them in the category of drugs. The law does not recognize the healing powers of dietary supplements nor does it give much credence to individual testimonials, especially testimonials about how dietary supplements may have helped someone overcome a disease or sickness.

COSMETICS

Laws regarding cosmetics are much more straightforward. Cosmetics are defined as articles intended to be rubbed, poured, sprinkled, or sprayed on, or introduced into, or applied on the human body for cleansing, beautifying, promoting attractiveness, or altering appearance. They must be safe, sanitary, and truthfully labeled.

19. THE POTENTIAL FOR LEGAL PROBLEMS

To summarize, you must be careful in these three areas. You can be found of breaking the law when you:

1. Present the products as drugs; rather than dietary supplements.
2. Make outrageous or untruthful claims for any product.
3. Take on the role of a licensed medical doctor by diagnosing or prescribing.

ENFORCEMENT OF LAWS

Licensing laws are enforced by state government officials. They may be notified by a dissatisfied dietary supplement customer, family member, insurance carrier, or by a medical doctor.

Food and drug laws are enforced on a national level by the Food and Drug Administration (the FDA). State agencies enforce state laws. Because RegenaLife sells products that are classified as Food and dietary supplements, manufactures and suppliers are subject to FDA inspections in the same way that the state and local health officials inspect bakeries or restaurants.

Penalties for violating the law can be severe, especially for practicing without a medical license.

No claims as to the therapeutic or curative properties about Company Products may be made, except those officially approved by the Company. In particular, no Affiliate(s) may make any claim that the Company's products are useful in the treatment or cure of any disease. Medical claims regarding the Company Products are strictly prohibited. Affiliate(s) should recommend to any customer who is currently under a physician's care or medical treatment to seek the advice of their health care practitioner before altering their nutritional regimen.

In no event should Affiliate(s) give advice or instruct purchasers as to how to use the Company Products (i.e.: amount of dosage, length of use etc.). Customers are to be instructed to use Company Products only in accordance with the Company materials and package ge instructions. Independent instructions or advice given to customers by Affiliate(s) or those affiliated with the Affiliate(s) are violations of Company policy and these Policies & Procedures and will be grounds for immediate disciplinary action, up to and including termination.

You hereby agree to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorneys' fees, court costs, fines, penalties and lost business incurred by the Company as a result of the Affiliate(s)' unauthorized representations or actions of any kind or nature whatsoever. Any violation of any of the foregoing terms and conditions shall entitle the Company to be awarded immediate injunctive relief against such

unlawful activity, without any necessity of posting a bond, in federal or state court, in addition to all other legal and equitable remedies. Each Affiliate(s) hereby acknowledges that his or her engaging in any of such unauthorized activities shall cause damage and immediate irreparable harm to the Company. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

20. Conduct and Obligations

A. Adherence to Policies & Procedures

Company Affiliate(s) shall monitor the activities of their Organization to help ensure that the Policies & Procedures are being followed. A Affiliate(s) must promptly and accurately report any possible violations to RegenaLife . Support Agents are obligated as part of their role as Support Agents to regularly and effectively engage in such monitoring.

B. Violations of Policies & Procedures

The Company actively defends its good name and reputation. Thus, the Company reserves the right to take quick and decisive action in governing and enforcing these Policies & Procedures. Any Affiliate(s) who is found to be in violation of any rules, stipulations, laws, or, policies are subject to the disciplinary actions outlined in these Policies & Procedures. If a violation is brought to the attention of the Company, and sufficiently substantiated, it will be documented into that Affiliate(s)'s record. Depending on the severity of the violation, disciplinary action may include, but is not limited to, suspension and termination. Should a Affiliate(s) be found by the Company to be in violation of these Policies & Procedures, the Company will notify the Affiliate(s) as of the date of such violation. All commissions, bonuses or any compensation or benefits owed by Company to the Affiliate(s) shall be forfeited by the Affiliate(s) upon such suspension or termination, and the right to receive same shall be waived, and Company may bring legal action against the Affiliate(s) to seek repayment of all commissions, bonuses or any monies paid to the Affiliate(s) from date of violation until the date of termination or suspension of the Affiliate(s). Company may disable a Affiliate(s)' access to the Back-Office and to all Company websites and data bases for any reason it deems necessary and for any reason during investigation of a Affiliate(s)' violations or alleged violations of Company policies. If any Affiliate(s) is suspended because of a violation or misconduct, that Affiliate(s) will lose all rights to any commissions, bonuses, payouts and other benefits during the suspension period. That Affiliate(s) is also prohibited from purchasing or selling any of the Company Products or sales aids during the suspension period. The Company reserves the right to set the length of the suspension. Any Affiliate(s) that repeats an offense or has more than two (2) suspensions will automatically be terminated.

C. Disciplinary Measures

If a violation is brought to the attention of the Company, and sufficiently substantiated, it will be documented into that Affiliate(s) record. Depending on the severity of the violation, disciplinary actions may include, but are not limited to, suspension and subsequent termination.

D. Suspension

If any Affiliate(s) is suspended by company for any reason, including for any violation or misconduct, that person will lose all rights to earn or receive or keep any monetary commissions, bonuses, and payouts that have been earned or which otherwise accrued at any time prior to the suspension and during the suspension period. That Affiliate(s) is also prohibited from purchasing, marketing or selling any Company Products or using any Company Materials during the suspension period. The Company reserves the right to determine the length of the suspension.

An Affiliate(s) that repeats an offense or has more than two (2) suspensions will automatically be terminated and lose all rights to his or her Organization and possible commissions and bonuses.

Suspension during investigation of Affiliate(s) violations

In the event that the Company believes that any Affiliate(s) has violated the Policies & Procedures or the Agreement, the Company may suspend all privileges afforded to that Affiliate(s) for the duration of the Company's investigation of those violations. During such investigation and investigatory suspension period, the Company shall be entitled to terminate Affiliate(s)'s online access to all Company software, websites, Back-Office, genealogy, email, voicemail, and retail sites and also may freeze all of that Affiliate(s)' commission, bonus or other compensation payments.

Formal Suspension of Affiliate(s)

Should Company suspend the Affiliate(s) pursuant to any other provisions of these Policies & Procedures or the Agreement, Company may suspend all Affiliate(s) privileges pending reinstatement or permanently upon termination. Company shall be entitled to suspend the Affiliate(s)' access to all company software, websites, Back-Office genealogy, email, voicemail, retail sites, and the suspended Affiliate(s) shall forfeit all rights to receive or keep any commissions, bonuses or payouts generated or owed to Affiliate(s) during the period of "formal" suspension up until reinstatement by company or termination.

E. Termination

Upon determination by the Company that a Affiliate(s) has violated any provision or policy of these Policies & Procedures or Agreement, and has determined that the violation warrants termination, the Company may terminate that Affiliate(s) and may pursue all available legal and equitable remedies against him/her. When a decision is made to terminate a Affiliate(s), the Company will send a notice via the most efficient, reasonable method to the Affiliate(s). A Affiliate(s) who is terminated by the Company shall upon demand by the Company, repay, return or compensate the Company for all commissions, benefit program, prizes, inventories, bonuses or other compensation received by the Affiliate(s) from the Company from the date of the earliest violation up to and including the date of termination, as well as pay to the Company any other damages, fines or penalties resulting to the Company from such conduct, and to reimburse the Company for any legal fees expended in connection with the violation(s) and all resulting consequences of the violation(s). Once notice of termination by the Company has been given, the Affiliate(s) immediately shall cease representing himself/herself as a Company Affiliate(s) or Affiliate(s) and shall cease all activities relating to his/her Affiliate(s). If a Affiliate(s) wishes to appeal the termination, the Company must receive written notice of the request for an appeal within fourteen (14) calendar days of the date of the Company's termination letter. If the appeal is not received within the fourteen (14) day period, the termination automatically will be deemed final. If a timely appeal is received, the Company will review and reconsider the termination, consider any other appropriate action, and notify the Affiliate(s) of its decision. The decision of the Company will be final, binding and not subject to further review. Any Affiliate(s) who seeks an appeal waives his/her right to challenge the Company's decision by arbitration, in a court of law, or otherwise.

F. Voluntary Termination ("Resignation")

Any Affiliate(s) who wishes to voluntarily terminate his/her Affiliate(s)hip must contact Affiliate(s) Services to notify the Company of the termination. Affiliate(s) have the right to terminate their Affiliate(s) at any time for any reason. The Company must receive a notarized letter stating the reasons for resignation, the Affiliate(s)' name, and his/her social insurance or social security

number. When a Affiliate(s) voluntarily resigns with the Company it is treated as an involuntary termination in that all of the terms and conditions in this Agreement applicable to termination shall immediately become operative, including the termination of all licenses granted for the use of Company Materials, Organization Information and other Company Intellectual Property. A terminating Affiliate(s) forfeits all rights to receive and waives his/her rights to seek all unpaid earned or otherwise accrued commissions, overrides, rebates, bonuses, awards, or any compensation whatsoever from the Company. Affiliate(s) fees are not refundable.

G. Notice

All notices to be given regarding disciplinary actions as outlined in these Policies & Procedures, shall be deemed properly delivered by depositing the notice in the mail, addressed to the name of the Affiliate(s), and sent to the last known address in our computer files. The Company may also arrange for delivery by a known courier or service, or send the notice via facsimile transmission followed by a confirmation copy sent by mail. All notices shall be deemed given if sent by mail and five (5) calendar days have passed from the date of the postmark, sent by courier and two (2) calendar days have passed from the shipping date, or same day if delivered by hand or upon confirmation of transmission by facsimile.

21. Insurance

The Manufacturer of the Product carries full product liability insurance as protection against claims arising from possible defects in its products. This coverage does not apply if an unauthorized representations or claims are made by the Affiliate(s) involved, or if any repackaging or modification of the products has been done. Also, this does not protect the Affiliate(s) against risk that his or her inventory may be damaged after receipt. Each Affiliate(s) should consult an insurance professional to obtain the proper insurance to meet his or her individual and/or business needs.

22. Non-Performance Clause

The Company and any Affiliate(s) shall not be held responsible for any delays or failures in performances under this Agreement, where performance is made commercially impracticable due to circumstances beyond the party's control. This includes without limitation, computer failure, strikes, labor difficulties, war, fire, death, natural disasters, curtailment of the party's usual source of supply, governmental decrees or orders, or other such "Acts of God." The Company disclaims all liability for any losses resulting from any such delay or failure, and you waive the right to assert any claims against the Company relating to such delays or failure. Further, the Company's maximum liability for any claims asserted by a Affiliate(s) for a non-waived claim is the total amount of money paid to the Company by the Affiliate(s) within the six months preceding the assertion of the claim. The Company does not owe any implied contractual duties under this Agreement, and disclaims all liability with respect to any duties implied by law or otherwise, and you waive the right to assert any such claims.

23. Non-Waiver of Policies & Procedures

Failure of the Company to exercise any rights stated in the Policies & Procedures, Compensation Plan, or Affiliate(s) Application and Agreement, shall not constitute a waiver of the Company's right to demand exact compliance therewith by all Affiliate(s). Waiver by the Company of any provision of the Policies & Procedures or any Affiliate(s) Agreement shall not constitute a waiver of any prior, concurrent, or subsequent breach by the Affiliate(s), and is only effective if in writing and issued by an authorized executive of the Company.

24. Amendments

In order to maintain a viable marketing program and to comply with changes in Federal, State, or Local laws, and economic conditions, the Company reserves the right, in its sole and absolute discretion, to amend, from time to time, these Policies & Procedures, its wholesale or suggested retail prices, product availability and formulation, and compensation plan as it deems appropriate. Any amendments to the Policies & Procedures shall be effective upon the date of their posting on the Company website, whether or not a Notice of Amendment is posted. Each Affiliate(s) is responsible for learning updated information pertaining to the Company and for dissemination of that information to their Organization. Continued activity in the Affiliate(s) after the Company has posted any Amendment or Notice of Amendment, or acceptance of bonuses or commissions, constitutes actual notice and acceptance of any and all Amendments. Further, each order placed by a Affiliate(s) shall constitute a reaffirmation of his or her agreement to be bound by and comply with the then current Policies & Procedures and the Agreement Affiliate(s) are bound to the current Policies regardless of their inability or lack of knowledge as to Amendments.

25. Governing Law

The Policies & Procedures, Compensation Plan, and Application and Agreement are reasonably related to the laws of the and shall be governed, constructed, controlled, and enforced in all respects in accordance with New Jersey law, without regard to New Jersey's conflict of laws and principles. The parties agree that sole and exclusive jurisdiction and venue for any disputes arising between them shall lie within the State of New Jersey, Bergen County.

26. Dispute Resolution Procedures

If a dispute arises relating to any relationship between or among the Company, its officers, employees, Affiliate(s), or vendors or arising out of any product or service provided by the Company, the parties agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.

In the event such efforts are unsuccessful, either Party may serve a notice of mediation/arbitration on the other Party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier, and shall be effective on the receipt thereof. Proof of receipt shall be sufficient if signed by an officer or responsible official of the Party to whom it is addressed.

Notice of Mediation/Arbitration shall be dated, and without prejudice to any right under the Rules permitting subsequent modifications, and shall specify the claims or issues that are to be addressed in the mediation/arbitration. The mediation must be held in Bergen County, New Jersey or elsewhere in the New Jersey/New York metropolitan area by a mediator knowledgeable about nutritional businesses. The parties shall agree on a mediator and shall equally share the costs of the mediation. The mediation must take place within two weeks following the receipt of notice of mediation. If differences cannot be resolved by mediation, the Parties agree that, in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they hereby waive their respective rights to a trial by jury and agree to settle the dispute by submitting the same to binding arbitration in accordance with the commercial rules of the American Arbitration Association ("A.A.A."), except that all Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure as those rules exist in the United States Federal Court for the District of New Jersey.

The Parties shall attempt to select a mutually agreeable mediator/arbitrator from A.A.A.'s Panel of Mediators/Arbitrators. If no agreement is reached within fifteen (15) calendar days of the first written notice of intent to mediate/arbitrate, the current Director of Professional Services for A.A.A. in New Jersey shall serve as the mediator/arbitrator. The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. 1 et. seq., and the judgment upon the award rendered by the

arbitrator may be entered by a court of competent jurisdiction thereof. If a Affiliate(s) files a claim or counterclaim against the Company, he or she may only do so on an individual basis and not with any other Affiliate(s) or as part of a class or consolidated action. Either Party may elect to participate in the arbitration telephonically. New Jersey law, without regard to New Jersey's conflict of law principles shall govern any substantive or procedural right other than the enforceability of the arbitration agreement. The Parties further expressly agree (i) the arbitrator shall reach his decision only by applying strict rules of law to the facts; (ii) the arbitration shall be conducted in the English language, in Bergen County, New Jersey; (iii) the Party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of the arbitration; including, but not limited to, attorneys' fees and the cost and expense of administering the arbitration proceedings, as well as any cost and attorneys' fee incurred in executing on or enforcing the arbitration award; and (iv) the arbitration award shall be issued in Bergen County, New Jersey U.S.A.

Except as provided in the following sentences, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this dispute resolution policy, either Party may apply to a court of competent jurisdiction in Bergen County, New Jersey to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive relief.

G. Company's right to refuse Affiliate(s)

The company reserves the right, at its sole discretion, to refuse Affiliate(s) to individuals for any reason. This includes, but **is not limited to**, previous criminal record of theft, fraud, IRS tax evasion, corporate embezzlement and also includes non compliant health or earnings claims. When a decision is made not to grant Affiliate(s), the Company will send a notice via the most efficient, reasonable method to the enrolling Affiliate(s). If this Affiliate(s) is already active, the company can terminate this individual. Once notice of decline in Affiliate(s) is documented by the Company, the enrolling Affiliate(s) immediately shall cease representing himself/herself as a Company Affiliate(s) or Affiliate(s) and shall cease all activities relating to his/her Affiliate(s). If a Affiliate(s) wishes to appeal the decision, the Company must receive written notice of the request for an appeal within fourteen (14) calendar days of the date of the Company's Affiliate(s)hip decline letter. If the appeal is not received within the fourteen (14) day period, the decision for declining Affiliate(s) will automatically be deemed final. If a timely appeal is received, the Company will review and reconsider this decision and notify the enrolling Affiliate(s) of its decision. The decision of the Company will be final, binding and not subject to further review. Any Affiliate(s) who seeks an appeal waives his/her right to challenge the Company's decision by arbitration, in a court of law, or otherwise.