

POLICIES & PROCEDURES

AGEL™ ENTERPRISES, LLC

March 2005

INTRODUCTION

These Policies and Procedures, the Sales Compensation Plan describing the compensation structure, and other documents of the Contract (See Definitions Section), constitute the complete agreement between a Team Member and the Company. In order to protect the rights of Team Member who comply with provisions of the Contract, failure to comply with the provisions of any of these documents may result in the termination of a Distributorship, the loss of a Team Member's rights to receive a Bonus or other remedies outlined in the Contract. The Company reserves the right to modify any of these documents, but will publish notice of any change at least thirty days before that change is made effective. It is mandatory that all the Policies and Procedures included herein are strictly adhered to. The Policies and Procedures have been prepared for the protection of Agel Enterprises, LLC and its Team Members. Violations can jeopardize both Agel Enterprises, LLC's business and that of the Team Member; and will be considered extremely serious and can result in termination and the loss of all Team Member benefits.

DEFINITIONS

Active Team Member. A Team Member who has met the requirements to receive commission or bonus income.

Autoship. A standing product order automatically shipped each calendar month.

Cap Pay-Out. A maximum of 50% of all sales will be paid out in commissions and bonuses. This ensures that the company does not pay-out more than it receives to secure the future of the company and Team Members. See the Sales Compensation Plan for more detailed information regarding the Cap and its effects.

Commission. Compensation that can be earned based upon the least amount of Group Wholesale Volume accumulated on the side of a Financial Center.

Commissionable Volume. Total volume used in calculating commissions. The Commissionable Volume for each product is indicated on the Product Order Form under the column heading "Commissionable Volume."

Contract. The agreement between a Team Member and the Company made up of these Policies and Procedures; the Sales Compensation Plan; Team Member Application and Agreement ("Team Member Agreement" or "Team Member Application"); Partnership/Corporation Forms; and any other supplemental agreements, or schedules by the Company. The Contract is the complete and only agreement between the Company and a Team Member and may be amended by the Company at any time as stated herein.

Financial Center. A income earning position that is registered to a Team Member with the Company. Also referred to herein as a distributorship. A Team Member has the choice of registering one or three Financial Centers. Three Financial Centers is referred to as a ("Tri-pack") and includes one Financial Center that has two other Financial Centers placed under it on the same level.

Financial Center Registration. Submitting online or sending by mail or fax, based upon the country of residence, a "Team Member Application and Agreement" Form to the Company and purchasing a Team Member Kit to register a Financial Center.



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Group Wholesale Volume. The amount of Commissionable Volume produced by a Team Member's organization in a given pay period. Group Wholesale Volume is used in computing commissions.
Organization. All Team Members located under a Team Member's Financial Center(s).

Personal Wholesale Volume. The Team Member's personal product purchases that reflects Commissionable Volume. The Team Member price and the Commissionable Volume may not always be the same.

Placement. When a Team Member places a new Team Member into his or her Organization. This "placement" is accomplished by completing the sponsor and placement information on the Team Member Application. A new member cannot be accepted into Agel Enterprises, LLC without this information.

Qualified Team Member. A Team Member that has submitted a Team Member Application and has purchased a Team Member Kit.

Retail Sales. The sale of products purchased at the wholesale or Team Member price and sold to customers at retail.

Sponsor. A Team Member who personally introduces an individual or entity for membership in Agel Enterprises, LLC.

Team Member. An individual or entity who has been accepted for membership by Agel Enterprises, LLC. A completed Team Member Application and Agreement Form and purchase of a starter kit is required.

Upline. All Team Members above a Team Member's Organization.

BECOMING A TEAM MEMBER

A Person may become a Team Member by correctly completing and submitting the Team Member Agreement online and purchasing a Team Member kit. No other purchases are required; product and service purchases are optional. The Team Member is bound by the Contract as set forth in Team Member Agreement. The Company reserves the right, in its sole discretion, to refuse to accept any application for Distributorship. A Team Member shall be at least 18 years of age or the age of consent for the State, country or jurisdiction in which the applicant resides.

1. A Team Member Kit may be purchased from the Company or, under certain circumstances, directly from the sponsoring Team Member. If a Team Member Agreement has not already been sent online, the Team Member Agreement must be completed and submitted to the Company.

2. Team Members must file a Team Member Agreement for their country of residence. This will allow a Team Member to do business in any country approved by Agel. Generally, the Team Member Agreement must be submitted online at Agel.com, unless the Company allows the submission by fax, mail or other manner. A Team Member Agreement that is incomplete, incorrect in any respect or filed in the wrong country may be considered invalid.

3. Upon request by the Company, a Team Member must provide proof of residency and proof of his ability to legally conduct business in the country that corresponds with the Team Member's Team Member Agreement. If a Team Member fails to provide that documentation, the Company may declare a Team Member Agreement void from its inception.

A Team Member Identification number will be issued upon acceptance of the Team Member Agreement.



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Social Security and Corporate Tax Identification Numbers or other government identification numbers, depending on the country of residence, must be provided to the Company for tax purposes. All Bonuses are paid in the name of the first applicant on the Team Member Agreement.

For a Corporation, the following requirements must be met:

1. The Team Member Agreement must include the name of each participant and be signed by all participants of the Corporation, if requested by the Company. Upon request by the Company, each participant of the Corporation must provide proof of residency and proof of the ability to legally conduct business in the country that corresponds with the Corporation's Team Member Agreement. If a participant fails to provide that documentation, the Company, at its election, may declare the Team Member Agreement void from its inception;
2. A Partnership/Corporation Form must be completed and signed by all participants in a business entering a Team Member Agreement. In the case of a Corporation, the Partnership/Corporation Form must contain the names and Social Security Numbers, or other relevant identification number, of the principal officers (president, vice-president(s), secretary, and treasurer), members of the board of directors, and all shareholders. In the case of a partnership, the Partnership/Corporation Form must contain the names and Social Security Numbers, or other relevant identification number, of all general and limited partners, or members;
3. A Corporation must provide the Company with a Federal Employer's Identification Number; and
4. A Team Member may not convey, assign, or otherwise transfer any right conveyed by the Team Member Contract to any Person without the express, prior written consent of the Company. The Team Member may delegate his responsibilities but is ultimately responsible for insuring compliance with the Contract and applicable laws and regulations. Any Person working with or for the Team Member as part of her Distributorship will do so only under the Team Member's direct supervision.

An applicant or Team Member is prohibited from submitting any false or inaccurate information to the Company. A Team Member must inform the Company of any changes affecting the accuracy of the Team Member Agreement or Partnership/Corporation Form. The Company reserves the right to immediately terminate a Distributorship, or declare the Team Member Agreement void from its inception, if the Company determines that false or inaccurate information was provided. Changes to a Distributorship must be submitted on a new Team Member Agreement or Partnership/Corporation Form with "Amended" checked on the top. The document must include all of the participants in the Distributorship and be signed by all parties to the Distributorship and returned to the Company, if requested by the Company. The Company reserves the right to charge a fee to change a Team Member Identification Number. There is no charge for a change of address, telephone number, addition of Persons, or the correction of clerical errors.

A person becomes an approved Team Member on the date the Team Member Agreement is received and accepted at the Company's corporate office. A Person must become an approved Team Member by the last working day of a bonus period in order to be included in that Bonus and qualification computation.

Team Member conducting business for the Team Member's own account is an independent contractor and not an agent or employee of Agel Enterprises, LLC. As an independent contractor, each Team Member shall be responsible for the entire operation of the Team Membership, including payment of all income taxes, social security, unemployment and other taxes. Agel Enterprises, LLC will file Form 1099 or equivalent on each Team Membership at the close of the calendar year as required by the IRS, or other governmental agency depending on the country residence and regulations affecting Agel Enterprises, LLC.

Restrictions: A Team Member may not have a simultaneous beneficial interest or participate in more than one Distributorship without the written consent of the Company. A distributorship will include one

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Tri-pack. A beneficial interest includes but is not limited to any ownership interest, any rights to present or future benefits, financial or otherwise.

1. An individual has a beneficial interest in the Distributorship of a spouse or co-habitant. If a spouse or co-habitant of a Team Member wishes to become a Team Member, he must be added to the Distributorship previously formed by the spouse or co-habitant.
2. Any Person who should be listed on the Partnership/Corporation Form of a Corporation is considered to have a beneficial interest in the Distributorship existing in the name of that Corporation. If that Person wishes to become a Team Member, that Person must be added to the Distributorship previously formed with that Corporation.
3. A Corporation is considered to have a beneficial interest in the Distributorship existing in the name of any Person listed on its Partnership/Corporation Form. To become a Team Member, that Corporation must be added to the Team Member Agreement previously formed with that listed Person.
4. No Corporation may become a Team Member if any Person who should be listed on the Corporation's Partnership/Corporation Form is already a Team Member under another Team Member Agreement.

A Team Member (including a Corporation or any participant therein who is or should be listed on the Partnership/Corporation Form) may establish a Distributorship under a different Sponsor only if that Team Member has been an "Active in the Business" for a six-month period prior to establishing a new Distributorship.

As used herein, "Active in the Business" includes signing a Team Member Agreement, purchasing products from or returning products to the Company, Sponsoring new Team Members, or other activities the Company, in its sole discretion, determines to be a meaningful promotion of the Company's business.

A Team Member who has engaged in Business Activity may not at any time acquire an interest in or merge with a pre-existing Distributorship under a different Sponsor. A Team Member may not have or acquire a present or future ownership interest in or establish another Distributorship in the name of a family member or an unrelated individual. A Team Member may not encourage, entice, or otherwise assist another Team Member to transfer to a different Sponsor. This includes, but is not limited to, offering financial or other tangible incentives for another Team Member to terminate an existing Distributorship and then re-sign under a different Sponsor.

A Team Member who wishes to change his status from that of an individual Team Member to a participant in a Corporation under the same Sponsor may do so at any time, subject to applicable law and upon completion and delivery to the Company of the requisite Partnership/Corporation Form. A Team Member may dispose of, transfer, or otherwise assign her Distributorship assets in any manner allowed by the Contract and applicable law (including sale, gift, or bequest) with the prior written consent of the Company, which will not unreasonably be withheld. A Team Member must receive written approval from its immediate sponsor upline (seven levels). Any assets that take the form of claims to compensation or satisfaction of contractual obligations, from or by the Company, will not be recognized as assets of the transferee on the records of the Company until the Company has received written notification of the transfer and has given its formal written approval. The Distributorship transferred is subject to all remedial measures under the Contract that may have arisen prior to the transfer.

A Team Member may not convey, assign, or otherwise transfer any right conveyed by the Contract to any Person or entity without the express, prior written consent of the Company, which consent will not be unreasonably withheld. A Team Member may delegate her responsibilities but is ultimately responsible

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for ensuring compliance with the Contract and applicable laws. Any Person working with or for the Team Member as part of her Independent Distributorship will do so only under the Team Member's direct supervision.

Team Member Lists. Distributor lists and all contacts generated therefrom ("Lists") are the confidential and proprietary property of the Company. The Company has derived, compiled, configured, and currently maintains the Lists through the expenditure of considerable time, effort, and monetary resources. The Lists in their present and future forms constitute commercially advantageous proprietary assets and trade secrets of the Company. The right to disclose Lists and other Distributor information maintained by the Company is expressly reserved by the Company and may be denied at the Company's discretion. The Company may provide portions of a tailored Lists to Team Members and may charge a fee. The List contains only information specific to the Team Member's land his own Organization.

1. These Lists are provided for the exclusive and limited use of the Team Member to facilitate the training, support, and servicing of the Team Member's Organization for furtherance of the Company-related business only. Each Team Member agrees that each use, within its intended scope, constitutes a separate exclusive license agreement between the Team Member and the Company.
2. These Lists remain, at all times, the exclusive property of the Company, which may, at any time and in the Company's sole discretion, reclaim and take possession of the Lists. Accordingly, each Team Member agrees:
 - a. to hold confidential and not disclose any Lists or portion thereof to any third Person, including, but not limited to, existing Distributors, competitors, and the general public;
 - b. to limit use of the Lists to their intended scope of furthering the Team Member's Company-related business;
 - c. that any use or disclosure of the Lists outside of those authorized herein, or for the benefit of any third Person, constitutes misuse, misappropriation, and a violation of the Team Member's license agreement, which causes irreparable harm to the Company;
 - d. that, upon any violation under this section, the Team Member stipulates to injunctive relief as an appropriate remedy enjoining that use under applicable national or local laws, and will immediately retrieve and return to the Company all Lists previously provided to the Team Member upon the Company's request; and
 - e. that the obligations under this section will survive the termination of the Team Member's Contract. The Company reserves the right to pursue all appropriate remedies under applicable national or local laws to protect their rights to the above-stated proprietary and trade secret information covered by the Lists; any failure to pursue any applicable remedies will not constitute a waiver of those rights.

ORDERING

Online Ordering. Agel Enterprises, LLC requires, when possible, all Team Member Applications, Order Forms, and other forms to be submitted online. In certain countries where internet access is not readily available, Agel will allow the Team Members to mail or fax all forms directly to the Company.

All purchases of product inventory, sales aids, literature and supplies are strictly optional and are made online or through the Ordering Department depending on the requirements of the country of residence. Agel Enterprises, LLC does not condone "inventory loading" by any Team Member in excess of the Team Member's actual immediate needs for resale or personal use.

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In order to discourage “inventory loading,” Agel Enterprises, LLC requires all Team Members to agree to the following inventory rules:

1. A Team Member shall not order any product for inventory unless at least 70% of Member's previously ordered inventory of that product has been sold or consumed.
2. Agel Enterprises, LLC will not issue any refunds on any products previously certified as sold under the 70% rule, unless required by law.
3. There are no inventory requirements to become a Team Member nor for maintaining distributorship or membership.

In the event a Team Member must use the Order Form due to the country of residence, it must be filled out completely and properly submitted. The Team Member's Identification number, name, address, telephone number and signature for payment authorization must be on each form.

70% Rule. The Agel Enterprises, LLC Sales Program is based on sales at retail and not on maintaining an inventory of products. At the time of each order, a Team Member must have sold or consumed at least 70% of their previous inventory of that product before re-ordering and must certify to such. Each Team Member, upon request from Agel Enterprises, LLC, should be able to furnish a statement documenting such sales and listing at least four (4) individual customers. Team Members are required to maintain all Retail Sales Receipts for a period of two years and must furnish them to Agel Enterprises, LLC at its request. If a Team Member does not comply with such requirements, such Team Member is subject to discipline by Agel Enterprises, LLC that could lead to the termination of Team Member's membership.

Telephone and Fax Orders. Generally, all orders are submitted online. In certain countries the Company may allow Team Member residing in those countries to place orders by telephone or fax. In such an event, the Company will notify the Team Members of the address or fax number to submit their orders.

Pick-Up Orders may be picked up at Corporate Headquarters or an Authorized Distribution Center.

Acceptable Methods of Payment. Payment can be made for all online orders through the use of an acceptable Major Credit card, Bank Draft or other form of payment acceptable online. In certain countries, as specified by the Company, payment may be made for orders not submitted online by Money Order, Cashier's Check, Traveler's Check, Cash, Major Credit Card, Debit Card, Personal Check (subject to a returned check charge and a processing period), Bank Draft. Under certain circumstances Agel will be required to hold signed credit and debit card authorization and information on file.

Shipping Charges. Domestic shipping and handling charges are located on the Product Guide. Shipments outside the continental United States or requests for non-standard Agel Enterprises, LLC shipping will be subject to additional rate and handling charges. All rates are subject to change without notice.

Agel Enterprises, LLC may require an adult signature receipt at the time of delivery to guard against theft and lost packages. Any Team Member may request the cancellation of this procedure. However, Agel Enterprises, LLC will not accept responsibility for a missing order.

For questions regarding shipping charges or status, please email customer service at customerservice@Agel.com.

Price Changes. Periodically, Agel Enterprises, LLC receives changes in costs from the manufacturers of the products. Agel Enterprises, LLC's policy is to price the products in line with the supplement market and to provide a significant value for the Team Member. From time to time, changes will occur in the



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price of the products. Agel Enterprises, LLC will give sixty (60) days notice to the Team Members prior to officially changing the price.

Sales Taxes. Many state and local governments levy sales taxes that apply to Agel Enterprises, LLC products. In some states, certain products may be exempt from taxes. Agel Enterprises, LLC's tax policy addresses the complexity in dealing with the thousands of local and state taxing agencies.

Sales Tax On Pick-Up Orders. Each Team Member who picks up an order directly from the Company or Authorized Distribution Centers must pay sales tax on those orders that require such tax, according to the tax rate of the state, county and city where the order was picked up. The order will be taxed at the Retail Price. Once collected, these taxes will be paid by Agel Enterprises, LLC to the proper authorities. The only exception is the Team Member who has a Sales Tax Identification Number or its equivalent, a copy of which is on file with Agel Enterprises, LLC, and accepts responsibility for payment of the taxes.

Sales Taxes On Mail Orders. When ordering by mail or fax, the Team Member should include with the order the correct amount of state, county and city taxes applicable in the location to which the order is being shipped. Team Members with a Sales Tax Identification Number are exempt if it is on file with Agel Enterprises, LLC. Agel Enterprises, LLC will check to determine if the amount of tax shown on the order form is correct. If incorrect, the difference will be added to or subtracted from the cost of the order and noted accordingly on the order form. Overpayments will be corrected by crediting the account; underpayments will be charged accordingly. Taxes will be deposited with the appropriate authorities.

Sales Tax Identification Numbers. Team Members who have had prior business experience or who have attained a high level of sales may desire to collect and handle the payment of sales tax themselves. This can be done by applying to the State Franchise Tax Board or similar agency for a Sales Tax Identification Number. The procedures vary from state to state, but generally the forms are not difficult to complete. The payment of a cash deposit, bond or other security as a condition to obtain an identification number may be required. The amount of the bond is often based upon the particular type of business and projected sales volume.

Autoship Program. The Autoship Program or "Autoship" permits Team Members to receive a standing product order to meet their personal consumption and inventory needs as well as qualification and bonus requirements. The Autoship contract is to remain effective for a minimum of three months.

Autoship order changes are made on the Product Order Form and submitted online depending on the country of residence. The box entitled "Revised Autoship" must be marked. The Revised Autoship Order must be indicated on the form. It is required that any change be received by Agel Enterprises, LLC two weeks prior to the normal Autoship billing date. Changes received after that date will be processed for the following cycle. Any requested order change prior to the completion of three months with the same Autoship order may be assessed with a processing charge.

Cancellation of the Autoship Program must be made online by the Team Member. Cancellations are subject to the same time requirements as Autoship changes.

Incomplete or Damaged Orders. It is the responsibility of the Team Member to verify that an order is complete. Shipping discrepancies must be reported online or in writing, either by mail or fax, within ten (10) business days of receipt of the order. Failure to do so may result in forfeiture of any missing or damaged items.

The Team Member is responsible to verify the condition of all orders and refuse delivery of damaged shipments. Should damage be discovered after delivery is accepted, contact Customer Service immediately. Do not attempt to return any shipment to Agel Enterprises, LLC without first contacting Customer Service for instructions.

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Tracing Shipments. Should a Team Member never receive an order within an expected time of delivery, an email must be sent or a call should be made to Customer Service to request a trace on the shipment. Please provide your name, Agel Identification Number, and the date of the order. Transport companies consider each package as a separate shipment and multiple packages may not all arrive on the same day.

Customer Service. Agel Enterprises, LLC maintains a staff of qualified people to help with all Customer Service needs. The Customer Service Department in Utah may be reached at CustomerService@Agel.com.

Back Orders. If Agel Enterprises, LLC is temporarily out of stock on ordered merchandise, a “Back Order” notice will be sent with the current shipment, by email or in the mail. Back orders are filled first when new inventory arrives.

Credit for Commissionable Volume is applied at the time the products are ordered to maintain Financial Center qualification. Therefore, credit card and debit card deductions as well as check and money order deposits are made at the time of placement of orders and not the shipping of product.

Team Member Return Policy. A new Team Member who is dissatisfied with their first product purchase may request a refund or credit within 21 days after receipt of the product. The full price of the product purchase will be refunded less shipping charges and any bonus or commission paid out. After the first product purchase, a Team Member may request a refund or credit within 30 days after receipt of the product. A refund or credit of 80% of the product purchase price, less shipping charges and any bonus or commission paid out will be given if the product is returned in resellable condition. A 20% restocking and processing fee will be assessed. Shipping expenses are not eligible for refund.

RETAIL SALES

A new Team Member’s primary source of business income comes from selling the products at the suggested retail price. The retail profit is the difference between the Retail Price and the Team Member price of the product, less shipping costs.

Customer Return Policy. Agel Enterprises, LLC has a 100% money-back guarantee on all of its products for retail customers. It is the responsibility of each Team Member to refund the purchase price to any unsatisfied customer. The customer’s request must be made within 30 days of the date of the product purchase to be valid unless a longer period of time is required by law. If the product was used, the empty or partially filled container must be returned to Agel Enterprises, LLC. Upon receipt of the container and a copy of the customer’s Retail Sales Receipt with their name, address and telephone number, Agel Enterprises, LLC will promptly send a replacement to the Team Member. Agel Enterprises, LLC will not make cash refunds.

When a retail sale is made, Team Members will provide their customers with a complete Retail Sales Receipt and will honor any customer request to cancel the transaction within three (3) business days of the date of purchase.

TERRITORIAL LIMITS

Agel Enterprises, LLC recognizes no exclusive territories; therefore, Team Members will not be limited from conducting business in the USA in any states declared “Open” by Agel Enterprises, LLC nor



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in countries in which Agel Enterprises, LLC is approved for business. Each country has rules and procedures unique to that country. Team Members must follow the rules established for legal operation in the country in which they reside.

PRODUCT LIABILITY INSURANCE

Agel Enterprises, LLC is covered by a “blanket” product liability insurance policy. THIS COVERAGE MAY NOT PROTECT THE TEAM MEMBER IF UNAUTHORIZED REPRESENTATIONS OR CLAIMS ARE MADE BY THE TEAM MEMBER INVOLVED.

NO INCOME REPRESENTATIONS

Actual or potential income representations or claims regarding the Agel Enterprises, LLC program are strictly prohibited.

PRODUCT CLAIMS

Team Members shall not repackage or re-label product. Agel Enterprises, LLC Team Members are not permitted to make any claims, verbal or written, regarding Agel Enterprises, LLC products unless pre-approved by Agel Enterprises, LLC. Medical claims are not allowed. No Agel Enterprises, LLC product is intended to diagnose, treat, cure or prevent any disease.

ETHICS

Team Members must comply with all federal, state and municipal laws relating to Team Members' businesses or the equivalent in the country in which they reside and must not engage in any unlawful or illegal trade practices or business activity. Team Members shall conduct their businesses in a manner that reflects the highest standards of honesty, integrity and responsibility towards customers, Team Members, Agel Enterprises, LLC and the public; observing the spirit as well as the letter of Agel Enterprises, LLC's Policies and Procedures.

UNETHICAL ACTIVITY

Agel Enterprises, LLC will not permit its Team Members to participate in any activity that is unethical and will intercede when unethical behavior is evident. Agel Enterprises, LLC reserves the right to use its best judgment in deciding whether certain Team Member activities are unethical and, if determined to be so, to act accordingly. Examples of unethical activity include but are not limited to developing product sales in retail outlets. This includes indirect supplying of products via another person, cross-sponsoring, writing bad checks to either Agel Enterprises, LLC or another Team Member, unauthorized use of another person's credit card, misrepresenting the products or Agel Enterprises, LLC Compensation Plan, engaging in any deceptive or unlawful trade practice or other illegal or unlawful activity, failure to submit advertisements or proprietary sales material bearing the Agel Enterprises, LLC name for approval prior to publication, any use of the Agel Enterprises, LLC name or logo in print or electronic media advertising without express written consent of Agel Enterprises, LLC, any use of Agel Enterprises, LLC name, logo or trademark in any sponsoring or recruitment advertising or any financing activity without the express written consent of the Company, misuse of the Agel Enterprises, LLC corporate name or misuse of the efforts of corporate personnel, or unauthorized duplication of Company literature.

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SPONSORING

When offering the Agel Enterprises, LLC program to prospects, Team Members will present the program in its entirety, without omission, distortion or misrepresentation. Any additional offers, representations or agreements made by a Team Member in connection with the Agel Enterprises, LLC program are prohibited and may result in termination of the Team Membership. Occasionally, one or more individuals may contact the same prospect, resulting in a dispute of the sponsoring rights. A new Team Member has the right to choose their sponsor. Agel Enterprises, LLC will not mediate such disputes and will recognize as sponsor the person whose name appears as sponsor on the first order form sent in by the new Team Member. In the event that more than one order form is sent in with conflicting sponsor information, the one submitted or received first by Agel Enterprises, LLC will be recognized as binding and changes will not be allowed. No Agel Enterprises, LLC Team Member may have an ownership interest in, operational or management control of, or derive any benefit directly or indirectly from any subsequent Team Membership not in the same line of sponsorship as the individual's initial Agel Enterprises, LLC Financial Center(s).

Placement in Organization. A Team Member builds a sales organization by sponsoring new members and placing them in the Organization. The sponsor of any new Team Member is responsible to place the new Team Member into his Organization. Following the placement by the sponsoring Team Member, the new Team Member may not be moved to any other location in the Organization.

Frequently, upline Team Members will sponsor new members and place them in another Team Member's Organization. The Agel Enterprises, LLC Compensation Plan gains its strength by building downward. Team Members upline and Organization may find themselves building the same leg at the same time.

Therefore, a Team Member may sponsor a new member and desire a specific placement for them and discover that placement has already been filled. If so, the new Team Member should be placed in the next available spot on that same leg. This process is normal and will help the Team Member to build a successful business. All Commissionable Volumes from the Organization flow upward to qualified Team Members to create commission income without restriction on the number of levels.

CHANGING SPONSOR

The changing of sponsors is not allowed. Network marketing is a business built upon retail sales of products and upon creating relationships. Once a Team Member is sponsored, Agel Enterprises, LLC believes in maximum protection of that relationship. An exception would be in the case of a Team Member using unethical means to sponsor someone. Generally, Team Members wishing to change sponsors can do so by resigning and then waiting twelve (12) months prior to rejoining with a new sponsor.

CROSS-SPONSORING

A Team Member may not sponsor another Agel Enterprises, LLC Team Member into any other network marketing company, with the exception of personally sponsored Team Members. In addition, no Team Member may participate in any action that causes another Team Member to be sponsored through someone else into another network marketing company. An important investment is made when a sponsorship occurs, thus forming a valuable business relationship between two Team Members. Agel Enterprises, LLC believes it has the responsibility to protect these relationships and regards cross-sponsoring as grounds for termination.

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CROSS-LINING

A Team Member may not establish Financial Centers in any position other than in the Team Member's Organization.

TERMINATION

A Team Member's rights under the Contract are conditioned upon and subject to the Team Member's continued performance in accordance with the terms of the Contract. Upon failure by a Team Member to perform his obligations as set forth in the Contract, the Team Member's rights cease. The Company may excuse a Team Member's non-performance in whole or in part without waiving its rights and remedies under the Contract. Furthermore, in addition to, or in lieu of terminating the Contract, the Company may:

1. provide oral or written notification to the Team Member of the Company's concerns and of the Company's intent to discontinue the Team Member's rights under the Contract if the Team Member's non-performance continues;
2. closely monitor the Team Member's conduct over a specified period of time to ensure performance of the contractual duties by the Team Member;
3. require additional assurances by the Team Member that performance will be in compliance with the Contract. Further assurances may include requiring the Team Member to take certain actions in an effort to mitigate or correct the Team Member's non-performance;
4. deny privileges that are awarded to Team Members from time to time by the Company or cease performing the Company's obligations under the Contract, including but not limited to, awards, recognition at corporate events or in corporate literature, participation in Company-sponsored events, and placement of product orders;
5. discontinue or limit payment of Commissions and Bonuses from all or any part of the Team Member's and Organization's sales based on the premise that because of the Team Member's non-compliance, the Team Member is not entitled to Bonuses and Commissions;
6. reassign part or all of the Organization to a different Sponsor; and
7. seek injunctive relief or other remedies available by law.

The following procedure applies when the Company investigates an alleged violation of the Contract:

1. the Company will either provide verbal notice or send a written notice of the alleged breach of Contract to the Team Member. Each Team Member agrees that the relationship between a Team Member and the Company is entirely contractual. Accordingly, the Company will neither honor nor respect any claim by a Team Member that the relationship is or has been quasi-contractual, has arisen by implication from any continuing practice or course of action, has been verbally authorized by an employee of the Company in contradiction of the terms of the Contract, or is otherwise implied in fact;
2. in a case when written notice is sent, the Company will give the Team Member ten business days from the date of dispatch of a notification letter during which the Team Member may present all his information relating to the incident for review by the Company; the Company reserves the right to prohibit activity (e.g. placing orders, sponsoring, modifying Team Member information, receiving Bonuses and Commissions, etc.) by the Distributorship in question from the time notice is sent to the Team Member until a final Company decision is rendered;

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3. on the basis of any information obtained from collateral sources and from the Company's investigation of the statements and facts taken together with information submitted to the Company during the response period, the Company will make a final decision regarding the appropriate remedy, which may include the termination of a Team Member's Contract. The Company reserves the right to impose remedies for similar Contract violations on a case-by-case basis. The Company will promptly notify the Team Member of its decision. Any remedies will be effective as of the date on which notice of the Company's decision is dispatched; and

A Team Member may terminate his Contract at any time, and for any reason, by sending a written notice of intent to terminate to the Company. Termination becomes effective as of the date the Company receives written notice of termination. Certain obligations regarding confidentiality of information and the Team Member network survive termination of the Contract as outlined herein.

The act of any participant in a Distributorship or spouse or partner of a Team Member is attributable to the Distributorship and remedies, including termination of the Contract, necessitated by that act may be applied to the Distributorship generally.

The Company will not review any violation of the terms and conditions of the Contract not brought to the Company's attention within two years of the initiation of the alleged violation. Failure to report a violation within the two-year period will result in the Company not pursuing the allegations in order to prevent stale claims from disrupting the ongoing business activities of Distributorships. All reports of violations must be in writing and sent to the Company.

TEAM MEMBER TERMINATION

In the event of a voluntary or involuntary Team Member termination, Agel Enterprises, LLC will, at the Team Member's request, repurchase from the Team Member those products purchased from Agel Enterprises, LLC, including company produced promotional materials and sales aids within twelve months from their date of purchase at 90% of the original net cost to the Team Member, less all commissions, rebates, bonuses and legal claims, if any, on or in connection with the Team Member account and those products, provided that such products are wholly owned by the Team Member and are in the original packaging, factory sealed and in resalable condition. No refunds will be issued on any products previously certified as sold under the 70% rule, except those products purchased in the first sixty days of the Team Member's membership and used to activate more than one (1) Financial Center. Those products are eligible for repurchase at the 90% rate without consideration of the 70% rule. All remaining conditions are applicable. Shipping and handling fees are not refundable. Any commission, override or bonus paid to upline Team Members on or in connection with returned products will be deducted from such upline Team Member's next commission check. In any state or country to which a specific buy back requirement has been enacted which may vary from the foregoing, Agel Enterprises, LLC shall repurchase products in accordance with applicable state or other law. The Team Member will be eligible to reapply with a new sponsor after six (6) months. NOTE: In the event of termination, commissions and bonuses for the Team Member's Organization will be paid beginning with the next eligible upline Team Member. No terminated Team Member may re-sponsor any of his/her Organization.

PAY PERIOD

The commission pay period is calculated daily. Commission checks are issued twice a month. Orders received Monday through Friday will be processed for payment within 48 hours.



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ARBITRATION

If a legal disagreement arises between Agel Enterprises, LLC and any Team Member, both parties agree to resolve it by binding arbitration in accordance with the existing rules of the American Arbitration Association. Any arbitration proceedings will be at the location of Agel Enterprises, LLC's Corporate Headquarters.

ADVERTISING AND PROMOTION

Agel Enterprises, LLC encourages advertising and promotion as a viable method for Team Members to build their businesses. However, strict guidelines are necessary to maintain an ethical marketing effort. Therefore, these guidelines are a part of the agreement between Agel Enterprises, LLC and its Team Members. Each Team Member is an independent contractor, not an employee of Agel Enterprises, LLC, and cannot represent themselves as such. Further, a Team Member can in no way state or otherwise imply that such Team Member, or any new Team Member, will be employed by Agel Enterprises, LLC. Corporate approved audio cassettes and phone message recordings must identify the Team Member as an Independent Team Member at the BEGINNING of the message.

Company Names, Trademarks and Logos. Agel Enterprises, LLC employee names, corporate names, trademarks or logos are proprietary and may not be used in any matter, including the reproduction of literature, or in any advertisement without prior written approval from Agel Enterprises, LLC. Any approved use of such corporate names, trademarks or logos must indicate that the Team Member is an "Independent Contractor" or "Independent Team Member" of Agel Enterprises, LLC. The Agel Enterprises, LLC name and logo and the names and logos of Agel Enterprises, LLC products can only be used in retail product advertising. Advertisements to attract Team Members and Business Opportunity advertising must be run "blind", i.e., without reference to Agel Enterprises, LLC or any Agel Enterprises, LLC product. Use of the Agel Enterprises, LLC company name or logo alone is strictly prohibited. Advertising Approval Numbers are REQUIRED for ALL advertising copy for any media including newspaper ads, posters, flyers, promotional items, etc. It is each Team Member's responsibility to obtain HIS OR HER OWN Advertising Approval Number from Agel Enterprises, LLC for EVERY AD run. No Team Member should accept ad copy from anyone and assume it has been approved. Agel Enterprises, LLC strictly prohibits the use of its corporate name, logo or trademark or any statements with respect to Agel Enterprises, LLC's business, products or operations in any financing activity by a Agel Enterprises, LLC Independent Team Member. Agel Enterprises, LLC in no way approves or condones any such financing activities and any violation of this policy could lead to the termination of your Agel Enterprises, LLC Team Membership.

Advertising Approval. Any uses of Agel Enterprises, LLC's names, trademarks or logos of its products must be submitted in writing for approval to Agel Enterprises, LLC's Customer Service Department prior to use in any form, including but not limited to newspapers, magazines, flyers or any type of printed media, letters and proposals, including those for or by fundraising organizations electronic media, including the internet audio or video tapes promotional items

Recorded Messages. All recorded messages that are referenced in ANY form of advertising that include Agel Enterprises, LLC products, names, trademarks or logos MUST be submitted in written script form to Agel Enterprises, LLC for approval prior to use.

General Promotions. Team Members can promote their business in any legal and ethical manner they desire if they do not use of any of Agel Enterprises, LLC's names or logos. No reproduction of Agel Enterprises, LLC literature or labels is allowed. Reproduction of product labels is a violation of state law. Only original materials as furnished by Agel Enterprises, LLC may be used. ALL Agel Enterprises, LLC LITERATURE IS COPYRIGHTED and CANNOT be duplicated in ANY FORM without express



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written consent from Agel Enterprises, LLC. This restriction includes, but is not limited to, photocopies, graphic reproductions, translated verbiage, corporate/product photos and copy taken in part and/or out of context. Team Members must not state or imply that Agel Enterprises, LLC approves or endorses any privately produced motivational literature or training materials used within their own Organization. Agel will provide marketing and other material at Agel.com. This material can be used by Team Members at any time.

Public Advertising Media. Public advertising media is prohibited. Any radio or television (network or cable) broadcast or other electronic media, including the Internet, billboards bus stops and/or park benches are prohibited, without express written consent from Agel Enterprises, LLC.

Interviews with Media. Team Members are prohibited from granting interviews with any broadcast media including, but not limited to, television, radio, newspaper, magazines, trade journals, or over the internet regarding the Company. Such interviews will be only be granted by authorized employees of the Company.

Team Member Audio and Video Cassettes or CDs. Only Team Members who have received written authorization from the company in advance can promote, for distribution, audio and video tapes, CDs or other recordings that they produce themselves. The recordings must meet the following criteria. They must be approved in writing by Agel Enterprises, LLC prior to duplication. A hard copy script must be submitted for approval. The cover and/or label must identify the Team Member who has recorded it and clearly indicate that he/she is an Independent Team Member. A similar statement is necessary as an introduction at the beginning of the recording.

RETAIL OUTLETS.

Agel Enterprises, LLC does not allow its products to be sold or displayed in most retail outlets. However, there are exceptions to this policy. Those retail exceptions are, businesses that operate “by appointment only” (i.e. beauty salons, tanning salons, doctors’ or chiropractors’ offices), private clubs (i.e., figure salons and health clubs).

The following retail outlets are examples of those retail outlets that definitely CANNOT sell Agel Enterprises, LLC products or display literature: Health Food Stores, Mall Booths, and Drug Stores. This policy does not prohibit any retail store owner from being a Team Member for Agel Enterprises, LLC. The purpose of this policy is to protect both Team Members and customers.

FAIR AND TRADE SHOWS

Team Members can promote Agel Enterprises, LLC products at Fairs and Trade Shows with conditions that the products are not shown or displayed with any other products that are sold via Network Marketing. Flea Markets and Swap Shops are prohibited territory for the sale and/or display of Agel Enterprises, LLC products, names, trademarks, opportunities, literature or services.

EXPORT POLICY

No Agel Enterprises, LLC Team Member may export or sell to others who export Agel Enterprises, LLC products from the United States, its possessions or territories to any country or from the Team Member’s country of residence.



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AMENDMENTS

In order to maintain a viable marketing company, Agel Enterprises, LLC reserves the right to make any amendments or adjustments it deems necessary with respect to Rules and Regulations, Policies and Procedures, Compensation Plan and supplies / product pricing. Any such changes are incorporated as part of the Agreement between Agel Enterprises, LLC and its Team Members and is effective upon written notification.

GOVERNING LAW

This agreement shall be governed by the laws of the State of Utah.