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## **1 - FOREWORD**

From this point forward iGalen, Inc. will be referred to as “iGalen” while iGalen, Inc. Independent Distributors will be referred to as “Distributor.”

These Policies and Procedures govern the way in which a Distributor conducts business with iGalen. These Policies and Procedures, along with the Distributor Registration Form and Agreement, and the Compensation Plan (collectively referred to herein as the “Agreement”), such as may now exist or hereafter be amended, constitutes the complete and binding agreement and understanding between an iGalen Independent Distributor and iGalen. Failure to comply with the provisions of any of these documents may result in the termination of the Agreement.

Should any portion of the Agreement, or any instrument published by iGalen be declared invalid in a court of jurisdiction, the balance of such rules, applications, or instrument shall remain in full force and effect.

iGalen is a direct selling company that markets its products through Independent Distributors. It is important to understand that your success and the success of your fellow Distributors depend on the integrity of the men and women who market iGalen products and services. The Agreement (as defined below) is made to clearly define the relationship between you and us, between you and your Customers and between you and other Distributors. iGalen or its subsidiaries is sometimes referred to as “the Company,” “we,” “us,” and “our,” and the Distributor agreeing to the Terms and Conditions of the Distributor Agreement is sometimes referred to as “you” and “your.”

These Policies and Procedures (sometimes herein referred to as the “Policies”), as currently stated and as amended from time to time, are incorporated into and form an integral part of the Distributor Agreement. When the term “Agreement” is used herein, it collectively refers to the iGalen Distributor Agreement, these Policies and Procedures, and the iGalen Compensation Plan. You have the responsibility to read, understand, and adhere to the most current version of these Policies and Procedures. When sponsoring a new Distributor, you must ensure that he or she is provided with the opportunity to (1) review and understand the Terms and Conditions of the Agreement and (2) read and understand the Policies and Procedures and the Compensation Plan prior to enrolling as a Distributor.

## **2 - CODE OF ETHICS**

As an iGalen Distributor, I agree to abide by the following:

- I will be honest and truthful in all my activities, whether I sell iGalen products or sponsor others as Distributors.
- I will present iGalen products and the iGalen marketing plan in an accurate and truthful manner and will make no claim other than those found in current iGalen literature.
- I will strive to ensure that my customers are satisfied with the iGalen products, with my service, and I will respect the privacy of my customers and Distributors.
- I will do my best to build my iGalen business. I will not engage in activities that are harmful to iGalen or to any other iGalen Distributor and will not make negative or derogatory remarks about other people, products or organizations.
- I will uphold the Rules of Conduct and the Code of Ethics and observe total business ethics while conducting my business.

### **2.1 - AUTHORITY CARD**

All registered iGalen Distributors will each be issued an Authority Card and upon receipt of the Authority Card, the Distributor must forthwith affix his/her recent photograph (without any head/face covering) measuring 3.8cm x 3.2cm (without white border) onto the said card. Any Authority Card without the Distributor's photograph shall not be valid and is deemed to be used without iGalen's authority.

At all times when conducting any sales or negotiations, the Distributor must have in his/her possession a valid Authority Card and must identify himself/herself with the valid Authority Card and National Registration Identification Card (NRIC).

### **2.2 - HOURS OF CALL**

Distributors are not allowed to call on customers/prospects:

- On Sunday (in areas where Sunday is observed as a rest day).
- On Friday (in areas where Friday is observed as a rest day).
- On any public holiday.
- From 7:00 pm to 9:00 am daily on other days.
- The above hours of call do not apply if you have made an appointment and the customer has consented for you to call on him/her.
- Distributors are strongly urged to always make appointments. Unless you have done so, do not attempt to conduct business at the prohibited hours of call.
- Indicate the purpose of your visit before entering a customer's premise. If the customer requests you to leave his/her premise, please do so. Do not persist in trying to convince or

push a sale. The customer has a right to make a complaint if you continue to insist that he/she listens to you.

### **2.3 - BUY BACK POLICY**

iGalen accepts returns when the products were purchased directly from iGalen within 180 days and:

- The products returned must be in good, unused, resalable, still available in the current line, and having a minimum of 12 months before expiry date condition.
- All products returned must be backed by proof of purchase, and must be accompanied by the Products/Goods Returned Form.
- Products returned will be valued at Distributors price (minus the maximum percentage payout of compensation plan)
- A refund will then be issued based on the products returned value amount as stated above, and a 10% processing fee must be borne by the Distributor.

### **2.4 - AGAINST PYRAMID SELLING AND GET RICH SCHEME**

All iGalen Distributors are strictly prohibited from misrepresenting the opportunity plan as a “get-rich-quick” opportunity, and should not use fraud, coercion, harassment, or other means to force people to join as Distributors. Instead, they should focus their efforts on promoting the quality and features of the products.

iGalen Distributors should ensure that facts, figures, or other information given out during presentations and seminars are completely true and accurate and should refrain from making any claims that they know may be untrue or liable to mislead. Similarly, they should not omit or disregard information that may be material.

For instance, if any iGalen Distributor wishes to show prospective Distributors the earning potential, they must keep past records of the maximum, minimum, mean, mode, and median earnings of the examples they wish to show.

As the only requirement for a prospective Distributor to become a Distributor of iGalen products is to request authorization from iGalen by completing a Distributor Registration Form to signify his/her agreement to abide by the Rules of Conduct and the Code of Ethics, and the purchase of the iGalen starter kit.

### **2.5 - THE RULES OF CONDUCT FOR IGALEN DISTRIBUTORS**

These Rules of Conduct define the rights, duties, and responsibilities of a Distributor. While the Rules primarily define relationships between iGalen and Distributors, they also concern relationships

among Distributors. The Rules are designed to promote harmony among Distributors and to preserve the benefits available to all Distributors under the iGalen Marketing Plan.

In these Rules of Conduct, the following words have the following meanings, unless the context requires otherwise:

- “Code of Ethics” means the iGalen Code of Ethics as set out in the iGalen Rules of Conduct.
- “Company/iGalen” means iGalen SDN BHD (Company No. 1083167-X), a company incorporated in California at address 600 W. Broadway, Suite 700, San Diego, CA 92101.
- “Distributor” means a Distributor authorized by the Company to distribute iGalen products.
- “iGalen Marketing Plan” means the reward system iGalen uses to calculate and pay bonuses to its Distributors.
- “iGalen products” means products marketed by iGalen and distributed by its Distributors, and any such other products added thereto or deleted therefrom from time to time by iGalen.
- “Rules” means the Rules of Conduct for iGalen Distributors.

### **2.5.1 - APPLICATION FOR DISTRIBUTORSHIP**

To become a Distributor of iGalen products, a prospective Distributor must request authorization from the Company by completing a Distributor Registration Form to signify his/her agreement to abide by the Rules of Conduct and Code of Ethics.

Any registered company or any person of 18 years and above (other than an undischarged bankrupt) can apply to be an iGalen Distributor. The new Distributor shall make a payment of RM30 as the registration fee and for the purchase of a Starter Kit, the only purchase requirement imposed.

In the event a Distributor’s spouse wishes to become a Distributor, the spouse must be included in the Distributor’s original registration form. However, only the Distributor’s name will be used for bonuses/incentives and all correspondence. It is imperative that only this name (the Distributor’s and not his/her spouse’s) and ID number be used for all iGalen forms and business transactions for accurate organizational records.

On the other hand, the spouse of a Distributor may sign-up for a new distributorship. However, it must come under the wife’s or husband’s group. Spouses are strictly not allowed to register under a different group.

Distributorships may be granted to sole proprietorships, partnerships, and corporations. For such applications, a copy of the business registration or certificate of incorporation and a resolution duly signed by the partners or shareholders must be attached to the Distributor Registration Form.

Particulars submitted in the Distributor Registration Form must be true and complete. iGalen reserves the right to terminate a distributorship if false information has been given.

Your efforts to help others grow can become a part of your estate. Your distributorship is willable



to your heir. Should the beneficiary be under the age of 18, iGalen shall act as trustee until he/she reaches the age of 18. Nomination of beneficiary is confined to members of the Distributor's immediate family only.

### **2.5.2 - AUTHORIZATION OF DISTRIBUTORSHIP AND RENEWAL**

A Distributor's authorization is valid from the date of registration (upon acceptance by iGalen). However, a Distributor is required to pay their annual membership fee of \$29.95 to maintain their distributorship throughout the year.

### **2.5.3 - TRANSFER/RE-APPLICATION OF DISTRIBUTORSHIP**

iGalen discourages transferring from one sponsor to another. Hence no transfer of distributorship from one sponsor to another is allowed. However, iGalen may allow a transfer if in its opinion, the Distributor's sponsor or any of his/her upline (the Distributor's sponsor's sponsor or above) has caused or contributed to the request for transfer by failing to meet all or any of the responsibilities of a Distributor or sponsor or if an injustice has been imposed upon the Distributor. Nevertheless, the transfer shall be to a sponsor next in line.

A Distributor who has been inactive (no monthly personal sales) for 6 or more consecutive months may, subject to prior written approval of iGalen, terminate his/her distributorship and re-apply to become a new Distributor under a new sponsor. However, iGalen may waive this 6-month inactivity requirement if in its opinion, the Distributor's sponsor or any of his/her upline (the Distributor's sponsor's sponsor or above) has caused or contributed to the resignation by failing to meet all or any of the responsibilities of a Distributor or sponsor, if an injustice has been imposed upon the Distributor or if the Distributor's sponsor has breached any of the terms and conditions of these Rules or the Code of Ethics.

### **2.5.4 - INDEPENDENT BUSINESS RELATIONSHIP**

Each Distributor is an independent business person whose success and failure depends on his/her own efforts. As such:

- A Distributor shall not represent that he/she has any employment, agency, joint venture, or partnership relationship with iGalen, and shall make this clear in all dealings with customers.
- A Distributor shall not make any warranty or representation or statement, or do any other acts in the name of or on behalf of iGalen, and shall not in any way pledge the credit of iGalen.
- A Distributor does not have the authority or the power to bind iGalen to any obligations, or to contract in the name of iGalen or on behalf of iGalen, or create a liability against iGalen in any way or for any purpose.
- A Distributor shall not use iGalen's name, logos, slogans, trademarks, tradenames, or any other intellectual property rights ("Trade Mark(s)") without iGalen's consent. No Distributor may produce or procure from any source other than iGalen, any item upon which the Trade Mark(s) is imprinted on any iGalen products. No right, title, or interest in the Trade Marks or

the goodwill associated therewith shall accrue to a Distributor pursuant to the distribution of iGalen products.

- A Distributor shall promptly notify iGalen of any actual, threatened, or potential infringement of any of iGalen's Trade Marks, which come to the Distributor's attention, and shall do all such things and execute all such deeds and documents as are reasonably necessary to assist iGalen in any action which iGalen may in its absolute discretion take to prevent or stop such infringement.
- A Distributor shall keep all records of total income earned during a year and shall be responsible to personally submit such records and income tax payments as required by law.

### **2.5.5 - RESPONSIBILITIES OF A DISTRIBUTOR**

Distributors are not guaranteed any income or assured of success and a Distributor will not gain any compensation from the simple recruitment of other Distributors. Success will only come from hard work and individual efforts accomplished by the sale of iGalen products and through the retail success of iGalen Distributors sponsored. Under no circumstances shall iGalen be liable for any losses or claims of a Distributor and/or his/her downlines which are in any way connected with iGalen products and/or the distribution thereof.

Retail and Distributor prices of iGalen products are fixed by iGalen and the Distributor shall not engage in price undercutting or overcharging. Therefore, iGalen products must be sold at the respective prices fixed by iGalen.

A Distributor shall explain the directions for use and cautions specified on product labels during the presentation of those products.

A Distributor shall not modify any of the iGalen products or their packaging or alter, remove, or tamper with any of the Trade Marks, or numbers or other means of identification used on or in relation to the iGalen products.

A Distributor must not in any way misrepresent the quality or performance of iGalen products, and must not make any claims other than those set out on product labels and brochures issued by iGalen, and shall indemnify iGalen in respect of any costs or damages arising from such misrepresentation.

A Distributor shall deliver to each customer at the time of sale a properly completed customer receipt. All contracts provided to a customer must comply with all relevant laws, regulations, and codes of practice.

No iGalen product or business aid can be sold at fairs, exhibitions, or any other similar events unless with prior written approval from iGalen.

A Distributor shall promptly notify iGalen of any circumstances which may arise whereby the

integrity or reputation of iGalen products or iGalen is threatened. In any such circumstances, the Distributor shall cooperate fully with iGalen and undertake all reasonable instructions given by iGalen to limit any damage to iGalen and/or to iGalen products.

Distributors are not allowed to be engaged in activities that are harmful to iGalen or to any other iGalen Distributor, and shall not make any negative or derogatory remarks about other iGalen Distributors or iGalen.

Distributors shall comply with all laws, regulations, and codes of practice applying to the operation of their distributorships and shall not engage in any activity that effects the interests, image, or reputation of iGalen.

### **2.5.6 - RESPONSIBILITIES OF A SPONSOR**

There is no 'magic' involved in the iGalen business or in any other business. Those who sponsor widely but who do not help those new Distributors develop their business, achieve limited success. Therefore, a responsibility of sponsorship is to work with Distributors sponsored, helping them learn the business and always encouraging them.

No Distributor shall represent that there is an obligation to purchase products or that benefits may be derived solely from the purchase of products. Bonuses will only be realized through a Distributor's own retail sales of those whom the Distributor has sponsored.

No Distributor shall practice "forced," "high pressure," or "fraud" selling tactics, including offering lucky draws, the promise of free gifts, or discounts as an inducement to recruit other Distributors into their network.

No Distributor shall produce, sell, or distribute copies of literature or programs other than those provided by iGalen.

A Distributor must maintain a professional relationship with his/her downlines (those whom he/she has personally sponsored and those who have been sponsored by his/her Distributors), training and guiding them to build the business.

A Distributor is required to encourage harmony in his/her network and thus, be responsible to settle any grievances, disputes, or qualms among his/her downlines and shall exercise due care and skill in all dealings with his/her downlines.

A Distributor shall use his/her best endeavors to promote and develop the business of iGalen.

No Distributors are allowed to entice other iGalen Distributors to join another direct sales company.

**2.5.7 - SUPPLY OF PRODUCTS**

iGalen may, at any time and at its sole discretion, stop the supply of iGalen product(s) or refuse to sell iGalen product(s) to any iGalen Distributor without assigning any reasons thereto.

The determination of bonus is at the sole discretion of iGalen. Bonus periods are figured on a weekly or every four week calendar basis, and paid directly to qualified Distributors.

Any dispute or discrepancy in the monthly bonus calculated, must be brought to the attention of iGalen in writing within 14 days from the date of bonus is issued, failing such monthly bonus calculated shall be deemed final and conclusive.

iGalen reserves the right to deduct all or part of the Distributor's bonus for settlement of any outstanding amount the Distributor owes iGalen.

**2.5.8 - TERMINATION**

iGalen may suspend (bonuses and any other incentives of the violating Distributor shall be withheld during the period of suspension, when investigation of the violation is being carried out) or terminate without notice and with immediate effect, the distributorship of any iGalen Distributor for any non-compliance, breach and/or violation of any of the Rules of Conduct and/or Code of Ethics or for any reason whatsoever.

If a Distributor is found to be in non-compliance, breach and/or violation of any of the Rules and/or Code of Ethics or for any reason whatsoever, the Distributor shall not be entitled to any bonuses and/or other incentives as iGalen may in its sole discretion decide.

In addition to iGalen's rights under Rules of Conduct, iGalen further reserves the right to take any other course of action against any Distributor who has breached or violated any of the Rules of Conduct and/or Code of Ethics. iGalen shall not be liable for any amount whatsoever as a result of suspension or termination of the distributorship of a Distributor in accordance with these Rules.

A Distributor shall (and where applicable shall procure its officers, employees, and agents to) keep confidential any confidential information that it may acquire in relation to iGalen and/or the distribution of iGalen products and/or in relation to the clients, business, or affairs of iGalen and shall not use or disclose such information except with the consent of iGalen. This obligation of confidentiality shall survive any termination of this Agreement.

**2.5.9 - INDEMNITY**

A Distributor shall be liable for and shall fully indemnify and keep iGalen fully indemnified against any costs, liabilities, damages, losses, claims, actions, proceedings, or expenses arising out of or by reason of any breach by the Distributor, its officers, servants and/or employees (if relevant) of the Rules of Conduct or the Code of Ethics or any default or negligence by the Distributor, its officers, servants and/or employees (if relevant).

**2.5.10 - NOTICES**

All communications, notices and facsimile transmissions sent pursuant to this Agreement shall be addressed to the address as set out in the Distributor Registration Form, and shall be deemed properly given to the party on the 3rd day after the envelope containing the same was sent by registered or recorded delivery post or courier to that address or on the date of transmission by facsimile, as the case may be, provided in the case of the latter that a confirming copy is sent by registered or recorded delivery post or courier to that address within twenty-four (24) hours after transmission.

**2.5.11 - WAIVER**

The failure of iGalen to exercise any right hereunder shall not be deemed to be a waiver of such right. Any waiver made in writing in respect of any breach of a provision hereof shall be valid, but shall not be construed to be a waiver of any succeeding breach of such a provision or any other provision or a waiver of the provision itself.

**2.5.12 - SEVERANCE**

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.

**2.5.13 - EFFECTIVE DATE**

These Rules take effect immediately (on Distributor's registration date), and all Distributors are deemed to have notice of, and are bound by these Rules.

**2.5.14 - AMENDMENTS**

iGalen shall be entitled at any time at its sole discretion to amend, alter, add or delete any of the Rules of Conduct and Code of Ethics without giving any prior notice to the Distributors, and all Distributors shall be bound by such amendments to the Rules of Conduct and Code of Ethics.

iGalen shall keep at its head office a definitive and official copy of the Rules of Conducts as revised and modified or amended from time to time, and in the event of dispute as to the contents or import thereof, the official copy shall be the authentic text.

A Distributor shall be deemed to have knowledge of all the Rules of Conduct for the time being in force and as amended from time to time, and as stated in the official copy of the Rules of Conduct aforesaid and it shall be incumbent upon the Distributor to check the latest Rules of Conduct as set out in the official and definitive copy of the Rules of Conduct.

**2.5.15 - LANGUAGE**

For official interpretation purposes, the English language version of the Rules of Conduct will be used.

### **3 - CORPORATE VISION STATEMENT**

“Our vision has been to live in a world of minimized and managed inflammation, leading to improved health and prolonged useful life.”

### **4 - BILL OF RIGHTS**

iGalen entitles its representatives to the following:

1. The right to iGalen’s continual royalty.
2. The right to share your ideas with Corporate Executives.
3. The right to participate in all of the incentives iGalen offers.
4. The right to view any and all changes to iGalen’s Compensation Plan.
5. The right to true ownership and protection of the Distributor position.
6. The right to be treated fairly and consistently.
7. The right to be notified on all corporate policies by email.
8. The right to earn residual income regardless of the level of involvement.
9. The right to sponsor new Distributors in any officially opened market worldwide.
10. The right to attend any corporate sponsored function worldwide.

### **5 - GLOBAL POLICY**

#### **5.1 - INDEPENDENT DISTRIBUTOR**

##### **5.1.1 - INDEPENDENT CONTRACTOR STATUS**

The Distributor will not be treated as an employee for federal or state tax purposes. All Distributors are Independent Contractors engaged in their own separate business pursuits. Distributors are not to be considered purchasers of a franchise, nor does the Agreement between iGalen and its Distributors create an employer/employee relationship, agency, partnership or joint venture. Distributors are strictly prohibited from stating or implying, whether orally or in writing that their relationship is any other than as outlined above. Each Distributor shall hold iGalen harmless from any claims, damages or liabilities arising out of the Distributor’s business practices. Distributors have no authority to bind iGalen to any obligation. Each Distributor is encouraged to set up his/her own hours and to determine his/her own methods of sales, as long as he/she complies with the terms of the Agreement.

##### **5.1.2 - BUSINESS CONDUCT**

Distributors will perform all of their business activities in a professional and ethical manner, which will enhance the Distributor’s reputation and the positive reputation of iGalen. Distributors will not engage in any conduct that would negatively reflect on iGalen or any other Distributor’s image. Distributors will be courteous and respectful of every person contacted including employees and

executives of the corporate office of iGalen, and will conduct their Distributor status in a way as to respect the products and professionalism of iGalen and its other Distributors. A Distributor will under no circumstance disparage or infringe upon the iGalen name or reputation in connection with the marketing of iGalen products or misappropriate any confidential or proprietary information or trade secrets (including Distributor name and address lists) for use by the Distributor or others.

### **5.1.3 - PRODUCT LIABILITY**

iGalen supplier(s) maintain insurance to protect iGalen and its Independent Distributors against product liability claims. The supplier's insurance contains a "Vendor Endorsement" which extends coverage to Independent Distributors, provided that they are marketing iGalen products in accordance with the company Policies and Procedures, product label(s), product literature as well as applicable laws and regulations.

### **5.1.4 - NO PROTECTION FOR IMPROPER USE**

An example of liability for improper use is a violation of the health claims restrictions or usage recommendations. iGalen supplier(s) insurance covers only those uses and purposes specifically set forth on the container or in iGalen literature. A Distributor who attempts to change or modify the label or packaging, who misrepresents the product(s) or who makes claims other than those set forth in iGalen literature is depriving himself/herself of the protection afforded by the Vendor Endorsement.

### **5.1.5 - NO PURCHASE REQUIRED**

No Distributor is required to purchase any iGalen products, services, or programs.

### **5.1.6 - DISTRIBUTOR ENROLLMENT**

iGalen provides the following fulfillment to its Distributors; a personalized marketing website that includes web hosting. iGalen also provides a back office that enables the Distributor to manage his/her business, view online tools, review the calculation and payment of commissions, and access previous records of Distributor purchases.

When the Distributor elects to enroll with the iGalen back office at a cost of twenty-nine dollars and ninety-five cents (\$29.95 USD), the Distributor will have unlimited access to his/her back office for one year. This amount includes a non-refundable set-up fee of ten dollars (\$10.00 USD). The remaining amount of nineteen dollars and ninety-five cents (\$19.95 USD) will be prorated over one year.

### **5.1.7 - DISTRIBUTOR RIGHTS**

All Distributors are authorized to sell iGalen products and to participate in the iGalen Compensation Plan. All iGalen Distributors may sponsor new Distributors.

**5.1.8 - LEGAL AGE**

Distributors must be of legal age in their country or state of residence to operate a iGalen entity.

**5.1.9 - MARRIED COUPLES**

Each participant or legal entity is limited to one distributorship. Spouses may each have their own distributorship with iGalen. Spouses must be in the same line of sponsorship and a spouse may not be associated directly or indirectly with Distributor positions in other downline organizations. The action of one spouse will be attributed to both spouses.

**5.1.10 - CORPORATIONS, PARTNERSHIPS AND TRUSTS**

Corporations, limited liability companies, partnerships and/or trusts may become Distributors ONLY when the completed Registration Form and Agreement is accompanied by notarized copies of the incorporation, articles of incorporation, articles of organization, partnership agreement or trust document or other charter or organic documents as filed with the state or organization (where applicable).

To ensure compliance with this Agreement, Distributors must disclose a complete list of all directors, officers and shareholders involved in the corporation. That document is to be faxed or emailed to the Support Department of iGalen. Limited liability companies must disclose a complete list of all members, officers and managers. Partnerships must disclose all general and limited partners. Trusts must disclose the trustee(s) and beneficiary/beneficiaries. Proof must be provided of a Federal Tax ID number and a copy of the annual certification from the Secretary of State issued in the state of incorporation, organization, and partnership registration. If any shareholder, partner, member or manager of a distributor is itself an entity, then the information required above for the distributor shall also be required for such shareholder, partner, member or manager.

Shareholders, members, partners, beneficiaries and trustees, directors and officers as applicable, agree to remain personally liable to iGalen and bound by all Policies and Procedures. A completed "Operating Under a Business Name" or DBA (Doing Business As) form must be on file with iGalen. In any Distributor position involving the efforts of more than one individual, whether as a corporation, partnership or trust, the actions of one participant shall reflect on the distributorship as a whole. If one member is found to have violated the Terms and Conditions of the Policies and Procedures of iGalen then the distributorship as a whole, will be considered to be in violation.

**5.1.11 - FICTITIOUS AND/OR ASSUMED NAMES**

A person or entity may not sign-up for a distributorship using a fictitious or assumed name or use the identity of another person or entities that will not be associated with the distributorship. No one may enter a Social Security Number or Tax Identification Number that was not assigned to the primary individual or entity on the distributorship.



**5.1.12 - TAX IDENTIFICATION NUMBER**

All U.S. Distributors are required by federal law to obtain a Social Security Number or Federal Identification Number and have it on file with iGalen. iGalen will use this number for all government reporting purposes.

**5.1.13 - TAXATION**

Distributors will be treated as Independent Contractors for all federal and/or state tax purposes. As Independent Contractors, Distributors will not be treated as employees, franchisees, joint ventures, partners, or agents with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, State Unemployment Act, or any other federal, state or local statute, ordinance, rule or regulation.

**5.1.14 - LEGAL COMPLIANCE**

All Distributors shall comply with all federal and state statutes and regulations and local ordinances and regulations concerning the operation of his/her business. All Distributors are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, iGalen will issue an IRS Form 1099 Misc. for non-employee compensation for Distributors as required (at the time of this printing the law requires 1099's only for annual income earned above six hundred dollars (\$600.00) within a calendar year). Since Distributors are not iGalen employees, iGalen is not responsible for payment or co-payment of any employee benefits.

**5.1.15 - NO EXCLUSIVE TERRITORIES**

There are no exclusive territories for recruiting purposes, nor shall any Distributor imply or state that he/she has any exclusive territory rights. There are no geographic limitations on Distributor sponsoring except in those foreign countries that have not officially been opened by iGalen.

**5.1.16 - INTERNATIONAL MARKETING**

iGalen owns the worldwide distribution rights to the iGalen products and opportunity. We may elect to open certain countries from time to time and will grant Distributors limited rights to sponsor in those countries. Distributors shall not sponsor outside of our Opened Countries. To preserve our rights, Distributors may never secure or attempt to secure approval for iGalen products or business practices, or internet domain names, or establish any kind of business or governmental contract on behalf of the Company.

iGalen operates under one of two (2) models in those countries in which we have chosen to conduct business:

- On the Ground (OTG). This is a fully operational business model. Products are properly labeled and legalized for resale in the country. Marketing material specific to the country is available for Distributors residing in that country.

- Not For Resale (NFR). This is a business model of limited activity. Residents of an approved NFR market may enroll to purchase product for personal consumption/use only. They may not sell, distribute or gift the product in any way to persons outside their household. They purchase product from our U.S. or designated office and may receive bonuses in U.S. currency where allowable by law. They may furthermore sponsor and enroll other residents of an Opened Country, including both NFR and OTG countries.

To sponsor outside of your home country of enrollment, your distributorship must be in good standing; you must request, read, and comply with the Policies and Procedures and such other guides as we may have available for the Opened Country.

Distributor compliance with this protects iGalen, and our collective ability to conduct business in selected countries. Violation of these policies may result in governmental regulatory action which may include severe fines, confiscation of property, closure of business operations, or even imprisonment.

Therefore, Distributors may not engage in blind prospecting without prior written approval. Many countries have strict privacy laws that forbid blind solicitations. Also, many local laws forbid advertising for leads.

Distributor shall not distribute iGalen sales tools which have not been approved for the country in which it is intended. Promotional statements from one country's literature may not be appropriate or legal in another.

#### **5.1.17 - OTHER SERVICES AND PRODUCTS**

Distributors are not restricted from selling the services and products of other companies during the term of the Distributor Agreement. However direct or indirect promotion of those products and services to iGalen Distributors is limited to those personally sponsored. A Distributor found in violation of this rule risks the loss of buying privileges, possible suspension and/or termination of the Agreement and from participating in the iGalen Compensation Plan, in addition to other remedies too which iGalen may be entitled.

#### **5.1.18 - CROSSLINE RECRUITING**

Recruiting others directly or indirectly whether through written, spoken or implied means from one (1) iGalen Distributor organization to another is strictly prohibited.

#### **5.1.19 - REPRESENTATION OF GOVERNMENT ENDORSEMENTS**

Federal and state regulatory agencies rarely approve or endorse direct selling programs or products. The FDA does not approve cosmetic or health related products, other than certifying that the products incorporate safe ingredients. Therefore, distributors may not represent directly or indirectly

that the iGalen marketing program or products have been approved/reviewed/endorsed or otherwise backed by any governmental agency.

### **5.1.20 - MEDICAL TREATMENT, APPROVAL AND THERAPY**

Distributors understand that they will not say directly or indirectly that any iGalen product is FDA approved, or discuss or suggest that any diagnosis, evaluation, prognosis, description, treatment, therapy, or management or remedy of illness, ailment or disease can be improved by consumption or application of the product. Distributors understand that iGalen products are not offered, intended or considered as medicinal treatment of any disorder or disease, either mental or physical.

## **5.2 - SPONSORSHIP & TRAINING AND TERMS OF TERMINATION**

### **5.2.1 - SPONSORING**

Distributors are entitled to sponsor other Distributors in the United States, its territories and other countries as officially opened by iGalen into the iGalen program. However, Distributors are compensated only for the generation of sales of products, not for sponsoring new Distributors into the program.

### **5.2.2 - SALE/TRANSFER OF DISTRIBUTORSHIP**

A distributorship may be sold or transferred to a non-Distributor only following a period of six (6) months of the origination date. A completed and notarized Sales/Transfer form is to be submitted to the Support Department. When such transfer/sales are approved, and accepted, any volume previously accumulated will be removed.

The Company discourages the sale of distributorships and the transfer of partial interest in distributorships, and prohibits the practice of partnerships as a subterfuge for transferring interest in distributorships. If a Distributor wishes to sell, transfer, or assign (hereinafter in this "sell" if used as a verb and "sale" if used as a noun) his or her whole or partial interests in a iGalen distributorship the following criteria must be met:

- The distributorship being sold must be an active distributorship for a minimum of six (6) months immediately prior to the time the request for sale is made;
- The acquiring Distributor may not currently have a Beneficial Interest in a distributorship or have had a Beneficial Interest in a distributorship within the preceding six (6) months;
- The selling Distributor may not reapply to become a Distributor for a period of not less than six (6) months;
- The Company has the right to amend this rule at its sole discretion.

**5.2.3 - MULTIPLE APPLICATIONS**

If one applicant submits multiple Registration Forms and Agreement Forms listing multiple sponsors, only the first completed form to be received by iGalen will be accepted. iGalen reserves the right, at its sole discretion, to make the final decision with respect to all such disputes.

**5.2.4 - PLACEMENT CHANGES/CORRECTIONS**

Placement changes/corrections may be requested within a period of three (3) days from the date of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the sponsor, as well as the Distributor to be moved, and in some cases the upline Distributor.

**5.2.5 - SPONSOR CORRECTION**

Sponsor changes are not permitted. However, sponsor corrections can be made if they are reported to the Support Department within a period of three (3) business days. Sponsor corrections must be requested from the Distributor back office of the current (original) sponsor, stating the reason that the correction needs to be made.

**5.2.6 - ACQUISITION OF BUSINESS**

A Distributor desiring to acquire another Distributor's business must first terminate his/her Distributor status and wait a period of six (6) months from the date of the resignation notice, before becoming eligible for such a purchase. All such transactions must be fully disclosed through the completion of a Sales/Transfer form submitted to iGalen Support Department and is subject to approval by the Company.

**5.2.7 - ADDING OF CO-APPLICANTS**

When adding a co-applicant (either an individual or a business entity) to an existing distributorship, iGalen requires a fully executed Co-Applicant Form to be submitted. The original applicant must remain a party to the original Registration Form and Agreement. If the original distributor wants to terminate his/her distributor relationship with iGalen, he/she must do so in accordance to iGalen policy. If this is not followed, the business shall be terminated upon withdrawal of the original Distributor. All bonus and commission checks will be sent to the address on record on the distributorship. A co-applicant may not, under any circumstance, be party to any other distributorship. Note that the modification permitted within the scope of this paragraph does not include change in sponsorship.

**5.2.8 - PERSONAL INFORMATION**

Personal information such as the Distributor back office password, the Distributor's address, telephone number, etc. will be treated as confidential and will not be shared with any other person(s) outside of iGalen, unless required by law. In the event of an emergency, the inquiring party may

contact iGalen Support Department who will advise the Distributor that someone is attempting to contact him/her.

### **5.2.9 - TRAINING REQUIREMENT**

Distributors are required to assure the adequate training of Distributors they sponsor. "Adequate training" shall include, but is not limited to, education regarding the Policies and Procedures, Compensation Plan, product information, sound business practices, sales strategies, and ethical business behavior. A sponsor must maintain an ongoing, professional leadership association with Distributors in his/her organization and must fulfill the obligation of performing a bona fide supervisory, sales or distributive function on the sale or delivery of product and services to the ultimate consumer.

### **5.2.10 - RESIGNATION**

Any Distributor may voluntarily resign his/her Distributor status by failing to renew when required, or by sending a written notice to the iGalen Support Department. Resignation is in effect upon receipt of such notice. A Distributor who resigns his/her distributorship may not reapply either individually, or have financial interests in any other Distributor entity for a period of six (6) months from the date of resignation.

### **5.2.11 - SUSPENSION**

iGalen reserves the right to suspend any Distributor position at any time for cause when it is determined that the Distributor has violated the provisions of the Agreement as they might be amended or the provisions of the applicable laws and standards for fair dealing. iGalen shall make such involuntary suspension at its discretion. iGalen will notify the Distributor either by postal delivery or email sent to the latest address listed with iGalen for the Distributor. In the event of a suspension a Distributor agrees to immediately cease representing himself/herself as a Distributor for iGalen.

During the investigation period of the suspension, any commissions, overrides or bonuses which may be due, will be held in abeyance by iGalen pending resolution. Should the infraction be deemed unsubstantiated, or the appeal evaluated and accepted by iGalen, the suspension shall be lifted and any commissions, overrides or bonuses will be credited to the distributorship. During the applicable suspension period, iGalen products and services may be purchased by the suspended Distributor at the Distributor's cost. However, the suspended Distributor does not have the right to represent himself/herself as a Distributor, promote his/her Distributor business or the products during the applicable suspension period. In any instance where applicable law is inconsistent with, or requires additional or other action than set forth in the foregoing, such procedure shall automatically be amended to conform to compliance for the residents of that particular state.

In the event that a Distributor is suspended for wrongdoing for a determined period of time, he or she will not be entitled to earn commissions or overrides for the period of the suspension.

**5.2.12 - TERMINATION**

A Distributor may be terminated for violating any of the terms of the Agreement. Notice of the termination, citing the reason(s) for the action, shall be provided in writing to the Distributor and delivered either through postal delivery or email. Termination shall be effective as set forth therein, if a timely appeal is not provided by the Distributor in accordance with the appeal procedure set forth below.

In the event that iGalen deems it necessary to terminate an individual's Distributor position, the termination would render the terms of the Agreement between iGalen and that individual null and void.

**5.2.13 - APPEAL**

A suspended or terminated Distributor may appeal the action by submitting a letter to the Compliance Department of iGalen stating the grounds of appeal. (Note: No telephone calls will be accepted under any circumstances). iGalen must receive the letter of appeal within ten (10) business days of the date of such notice. If iGalen has not received the letter of appeal by the deadline date, the involuntary suspension or termination shall automatically become final.

If a Distributor files a timely appeal, iGalen will, at its sole discretion, review and notify the Distributor of its decision. The decision of iGalen shall be final and will not be subject to further review.

If the appeal is denied based upon the documentation and evidence presented against the Distributor, the suspension or termination shall remain in effect as of the date of iGalen's original notice.

**5.2.14 - SUCCESSION**

Notwithstanding any other provisions of this, upon the death of a Distributor, the Distributor entity shall pass to his/her successor in interest as provided by law. However, iGalen will not recognize such transfers until the successor in interest has submitted a completed Sales/Transfer form to iGalen Support Department, together with certified copies of the death certificate and will, trust or other instrument and executed Sale/Transfer form. The successor shall thereafter be entitled to all the rights and subject to all the obligations as any other Distributor. In addition, the successor in interest must be of legal age in his/her country of residence.

**5.2.15 - DIVORCE OR DISSOLUTION**

During the pendency of divorce or entity dissolution, both parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the iGalen business whereby the relinquishing spouse, shareholders, members, partners or trustees authorize iGalen to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

- The parties may continue to operate the iGalen business jointly on a business-as-usual basis, whereby all compensation paid by iGalen will be paid in the joint names of the Distributors, or on the names of the entity to be divided as the parties may independently agree between themselves.
- Under no circumstance will iGalen split commissions and bonus checks between divorcing spouses or members of dissolving entities. iGalen will recognize only one (1) downline organization, and will issue only one (1) commission check per iGalen business, per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties of a divorce or dissolution proceedings are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Agreement shall be involuntarily cancelled.

If a former spouse or former entity affiliate has completely relinquished all rights to his/her original iGalen business he/she is therefore free to enroll under any sponsor of his/her choosing, so long as he/she meets the waiting period set forth by iGalen. In such case, however, the former spouse or party shall have no rights to any Distributor in his/her organization or any former Distributor.

#### **5.2.16 - CHANGES IN FORM OF BUSINESS ENTITY**

A Distributor that is a Business Entity and desires to change to another type of Business Entity may do so as long as the equity ownership in the Business Entity does not change. All Equity holders of the former Legal Entity must confirm with a notarized or other form of authentication signature that they agree to the change. Also, a new Distributor Agreement must be submitted by the new Business Entity. Members of the former Business Entity are jointly and severally liable for any indebtedness or other obligations to iGalen.

#### **5.2.17 - CONFIDENTIALITY AGREEMENT**

Distributors may gain access to confidential information through the iGalen website. Specifically, without limiting the foregoing, the information contained in any genealogical or downline report provided or accessible to a Distributor by iGalen is proprietary and confidential belonging to and owned by iGalen, and is transmitted or available to the Distributor in strict confidence. The Distributor agrees that he/she will not disclose any such confidential or proprietary information to any third party directly or indirectly, or use the information to compete with iGalen. This information is to be used only for the promotion of the iGalen program. The Distributor and iGalen agree that without this agreement of confidentiality and non-disclosure, iGalen would not provide the information or make it accessible to the Distributor. Any Distributor who is found, or reported to be in violation of this rule, may not only risk the loss of buying privileges, but possible suspension from participating in the Compensation Plan, and termination of the Agreement, and iGalen may seek injunctive relief and/or remedy for damages to the fullest extent that the law allows. It is agreed that this provision shall survive the termination or expiration of this Agreement.

**5.2.18 - PRODUCT TESTIMONIALS**

Any Distributor is encouraged to share his/her excitement as the result of product consumption and use. iGalen reserves the right to use statements and photographs, voluntarily submitted to its Support Department from Distributors and customers in its promotional material without any financial or other compensation. Upon signing the Agreement, each Distributor agrees to release his/her testimony by iGalen.

**5.2.19 - TARGETING OTHER DIRECT SELLERS**

Distributors agree to refrain from systematically targeting members of another Network Marketing business to be a iGalen Distributor, this includes, but is not limited to any Amway Distributor. If any lawsuit, arbitration, or mediation is brought against any Distributor alleging that he or she engaged in such prohibited activity, he or she shall indemnify iGalen against all claims, actions, suits, and demands arising from or related to the systematic targeting.

**5.2.20 - VENDOR CONFIDENTIALITY**

iGalen business relationship with its vendors, manufacturers, and suppliers are confidential. A Distributor shall not contact, directly or indirectly, speak to, or communicate with any representative or any supplier, manufacturer, or vendor except at a iGalen sponsored event at which the representative is present at the request of iGalen.

**5.3 - TRADEMARK, LITERATURE AND ADVERTISING****5.3.1 - TRADEMARK**

The name of iGalen, and the name of all the iGalen products, services and programs are the trademark of and owned by iGalen. Only iGalen is authorized to produce and market products and literature under these trademarks. This includes but is not limited to slides, overheads, brochures, videos, domain addresses, email addresses, and other training and/or marketing materials and all promotional materials such as but not limited to t-shirts, caps, pins, magnetic signs, etc. Use of the iGalen name on any item not produced or authorized by iGalen is prohibited, except in the manner described below:

Mary Jones - iGalen Independent Distributor OR iGalen Independent Contractor

Note: No other variation may be used to describe the Distributor's association with iGalen.

**5.3.2 - YELLOW AND WHITE PAGE LISTINGS**

Distributors are not permitted to use the iGalen trade name in advertising their telephone and fax numbers in the white or yellow pages of the telephone book or on the Internet telephone directory without identifying themselves as Independent Distributors or Independent Contractors.



**5.3.3 - "TOLL FREE" TELEPHONE NUMBER LISTINGS**

iGalen Distributors are not permitted to list their "toll free" telephone numbers under the iGalen trade name without first submitting a request to the Support Department for approval. If approval is obtained for a toll-free listing, it must be stated in the following manner:

John Jones - iGalen Independent Distributor OR John Jones Independent Contractor

Note: No other variation may be used to describe the Distributor's association with iGalen.

**5.3.4 - IMPRINTED CHECKS**

iGalen Distributors are not permitted to use the iGalen trade name or any of its trademarks on their business or personal checking accounts.

**5.3.5 - IMPRINTED BUSINESS CARDS OR LETTERHEADS**

iGalen Independent Distributors are not permitted to create their own business cards or letterhead graphics of the iGalen name and/or trademark. Only approved iGalen versions and wording are permitted.

**5.3.6 - COMPANY LITERATURE**

Only official iGalen literature may be used in presenting iGalen products and/or the iGalen Compensation Plan. Company literature may not be duplicated or reprinted without prior written permission from iGalen which may be obtained through email communication, mail or fax directed to the Compliance Department. Banners, trade show materials, and other related promotional material must be approved in advance and in writing by iGalen. Items on the Corporate website and the replicating distributor website may be downloaded for promotional purposes.

**5.3.7 - ADVERTISING**

Only Company approved materials may be used in the placement of any advertising in any print, radio, television, Internet, electronic, or another media. No person shall use the iGalen name, logos, trademarks, or copyrighted material in any advertising nor produced by iGalen or without express written permission from the Compliance Department of iGalen. For approval, mail, fax or email a copy of the proposed advertising material to the Support Department or the Compliance Department. Include a description of the placement (publication, month, year, etc). iGalen will email, mail or fax edits/approvals with an approval code. Approval codes must be visible on the lower right hand side of any approved material. Once approval is obtained, no text may be amended or changed. If any change is made whatsoever, the new material must be submitted for approval. Allow approximately forty-eight (48) hours from receipt for processing.

**5.3.8 - OPPORTUNITY CLAIMS**

The terms that a Distributor uses when discussing the iGalen program are critical. Improper use of terms or the use of improper terms can create a situation that is in violation of regulatory standards, when in fact the proper discussion of the programs reflects the full and complete compliance with all standards. It is the responsibility of all Distributors to fully understand these differences to avoid suspension or termination for false representation or operation of their distributorship.

**5.3.9 - BUSINESS OPPORTUNITY SPECIFIC CLAIMS**

The word “fee” should never be used to describe iGalen products – regardless of how they are obtained. The only “fee” is for the fully replicable website and business management back office. There is no fee for products, but rather a purchase price set to reflect the true wholesale and retail value of the product.

**5.3.10 - INTERNET AND WEBSITE POLICY**

An iGalen Distributor may promote his/her Distributor business through iGalen’s replicating website only. The website links seamlessly to the official iGalen website giving the Distributor a professional and iGalen-approved presence on the Internet. No Distributor may independently design a website that uses the names, logos, or products descriptions of iGalen, or otherwise promotes (directly or indirectly) iGalen products, or the Compensation Program. Distributors may not advertise or promote their Distributor business or iGalen’s business, product or marketing plan or use iGalen’s name in any electronic media or transmission, including on the Internet via website, or otherwise without the prior written approval of the Compliance Department of iGalen, which approval may be withheld at its sole discretion. If written approval is given, Distributors must abide by the guidelines set forth by iGalen, including but not limited to the following:

- (a) Distributors shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor Distributors;
- (b) Distributors operating on-line websites, whether or not they collect personal information from individual consumers, shall disclose to the consumer in a prominent place on the website how the consumer information will be used;
- (c) Distributors sharing personal information collected online shall provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, Distributors shall refrain from sharing such information;
- (d) Distributors shall provide individual consumers the option to terminate any further communication between the Distributor and the consumer and if any consumer requests that a Distributor cease communication, the Distributor shall immediately stop communicating upon such request;
- (e) Distributors must abide by all laws and regulations regarding electronic communications;
- (f) Distributors may not distribute content by use of the distribution lists or to any person who has not given specific permission to be included in such process; spamming or distribution of chain letters or junk mail is not allowed;

- (g) Distributors may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material, or which could give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation, and (iGalen) Distributor may not directly or indirectly, send bulk unsolicited emails to persons with whom he or she has not had had prior or existing personal or business relationship.

The following statements must be included in each Distributor's website:

- "Statements made in this publication have not been evaluated by the U.S. Food and Drug Administration. These products are not intended to diagnose, treat, cure or prevent any disease."
- "As with any weight management or supplementation program, consult your healthcare provider before beginning any regimen, particularly if you have any existing health concerns. Always read and follow label directions."
- "The earnings and weight loss results mentioned in this publication may not be representative of your results. Your results as a iGalen Distributor depend on your individual effort and enterprise."
- "Product, company and marketing information and photos are copyrighted by iGalen and used with permission."

#### **5.3.11 - DOMAIN NAMES**

Distributors may not use or attempt to register any iGalen trade names, trademarks, service marks, product names, the Company name or any derivative thereof, for any Internet domain name.

#### **5.3.12 - BLOGS, CHAT ROOMS, SOCIAL NETWORKS, AND OTHER ONLINE FORUMS**

Distributors who wish to employ the use of blogs, chat rooms, and social networks to promote their iGalen Distributor business may do so under certain conditions only. Distributors may post their iGalen official website or replicating website for visitors to go to. No other product or service may be promoted or discussed in conjunction with, nor may any comparisons be made concerning other products, their ingredients, effectiveness, etc. in connection with iGalen. Distributors may not make claims of any nature whatsoever concerning iGalen products or Distributor business. Only statements made in official Company Material may be used to promote products or the Distributor opportunity. Distributors may list local Distributor meetings and any corporate events to which visitors would be welcome.

#### **5.3.13 - ELECTRONIC ADVERTISING**

Distributors may not sell, market or promote the Company's business, marketing plan, products or services on eBay, Facebook, Amazon, Etsy, MySpace, Craigslist, or any other business Internet site except as detailed under the preceding paragraph. Distributors shall not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products

or services or sponsor Distributors. If personal information is collected on-line, the Distributor must provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, Distributors shall refrain from sharing such information. Distributors shall provide individual consumers the option to terminate any further communication between them and the consumer, and if any consumer requests that he or she wishes to cease communication, the Distributor shall immediately stop communicating upon such request. It is important that all Distributors abide by all laws and regulations regarding electronic communications.

#### **5.3.14 - OTHER SALES MEDIA**

iGalen products may not be sold or promoted through catalogs or other mass sales mediums such as magazines, infomercials, television, radio, or other related sales media, unless approved by the Company.

#### **5.3.15 - E-MAIL AND NEWSGROUP MARKETING**

Distributors emailing or employing other services to email unsolicited and unapproved email flyers are fully responsible for all information regarding the product and marketing program which is not expressly contained in advertising and promotional material supplied directly by iGalen. "Spamming" as well as telephoning or faxing without consent in compliance with various laws is strictly prohibited. Other than what is provided by the Company, iGalen must approve, in writing, any and all information representing iGalen and/or its products. Distributors shall not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as the rights of privacy and publicity) of others. Distributors shall not publish, post, upload, distribute, or communicate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Distributors shall not advertise or offer to sell any goods or services for any commercial purpose or conduct or forward surveys, contests, pyramid schemes or chain letters. Users of the iGalen website will not participate in any activity that will restrict or inhibit any other user from using and enjoying the website.

#### **5.3.16 - AUCTION SALES**

Distributors may not sell iGalen products via live, silent, Internet or any other type of auctions even if offered at the Distributor suggested retail price.

#### **5.3.17 - TRADE SHOWS**

With written authorization from iGalen, Distributors may display Company products and opportunity at trade shows. Request for participation in trade shows must be received in writing by iGalen at least two (2) weeks prior to the show. Written authorization from iGalen must be received before participating in such events. Company products and opportunity are the only products and opportunity that may be offered in the trade show booth. Only Company approved marketing materials may be displayed or distributed.

**5.3.18 - GENERIC BUSINESS ADVERTISEMENTS**

Distributors may not imply that a job, position, salary, or any type of employment is being offered in order to generate business. No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part time employment, or guaranteed incomes. The iGalen opportunity is not employment, and may not be presented as such. Terms such as “manager trainee”, “management position available”, “travel provided”, “call for interview”, “position available”, “now hiring”, and other misleading statements are not allowed. No specific income may be promised or implied and any reference to compensation must use the word “bonuses” to indicate the independent contractor status of Distributors.

**5.3.19 - INCOME CLAIMS**

Distributors may not display, in any manner for recruiting purposes or any other reason, their own or anyone else’s commission checks or make specific income claims or representations.

**5.3.20 - MEDIA INTERVIEWS**

Distributors are prohibited from granting radio, television, newspaper, tabloid or magazine interviews or using public appearances, public engagements, or making any type of statement to the public media to publicize iGalen, its products or their individual iGalen business without express, prior written approval from iGalen which can reasonably be withheld. All media contacts and inquiries must be coordinated through iGalen and must contain a complete description of the interview format and venue.

**5.3.21 - ENDORSEMENTS**

No endorsements by any iGalen officers or administrators or third parties may be alleged, except as expressly communicated in iGalen literature and communications.

**5.3.22 - INDEPENDENT COMMUNICATIONS**

Distributors as independent contractors are encouraged to distribute information and direction to their respective downline organizations. iGalen encourages the prudent distribution of newsletters, training manuals and workshops, and other organizations programs. However, Distributors must identify and distinguish between personal communication and the official communication of iGalen and must comply with these policies.

**5.3.23 - DISTRIBUTOR TRAINING**

Distributors are responsible for participation in the training of the Distributors they sponsor. Training assistance is provided in iGalen literature and in additional training tools as well as on the Internet. Further, Distributors may attend local and regional training workshops for Distributors.

**5.3.24 - DISTRIBUTOR SERVICES**

iGalen provides every Distributor who generates any income as a iGalen Distributor with

management and training communications, timely delivery of products and sales materials, and access on the Internet to reports of sales made by their sales organization for the calendar period in which commissions and overrides are earned and paid.

#### **5.3.25 - RE-PACKAGING PROHIBITED**

The repackaging of iGalen products for resale is strictly prohibited under any circumstance.

#### **5.3.26 - PROMOTIONAL ITEMS**

Distributors and Distributor groups may desire to create promotional items such as t-shirts, hats, bags, cups, etc. to show unity and to promote their Distributor business. Prior to the creation of such items, a request must be submitted to the Company for approval of any material that incorporates and uses any trademarks and copyrights owned by iGalen. No promotional item as described above or any others may be created for sale and only a limited quantity will be permitted. iGalen reserves the right to deny any request for the creation and use of such items.

#### **5.3.27 - RECORDINGS**

Distributors shall not produce or reproduce iGalen produced audio or video taped materials detailing the iGalen opportunity or products. Distributors shall not audiotape any iGalen function.

#### **5.3.28 - TELEPHONE ANSWERING**

Distributors may not answer the telephone or create recordings saying “iGalen” or in any manner that could lead the caller to believe that he or she has reached the Corporate Offices of iGalen.

#### **5.3.29 - LIMITATION OF PRODUCT WARRANTIES**

Distributors may make no claim, representation or warranty concerning any product or service of the Company, except those expressly approved in writing by the Company or contained in official iGalen materials. Except as expressly stated herein, the company makes no warranty or representation, express or implied, as to the merchantability or fitness for a particular purpose, workmanship or any other warranty arising by law, statute, usage of trade or course of dealing concerning any product or service purchased from or through the Company. To the maximum extent permitted by applicable law, all such products and services are provided ‘as is,’ ‘with all faults,’ and ‘as available’.

#### **5.3.30 - LIABILITY**

Violation of any of the Policies & Procedures may be grounds for suspension and/or termination of that individual’s distributorship. The violator also may be subject to civil or criminal liability resulting from violation of the Distributor Agreement, the Code of Professional Ethics, the Policies and Procedures of iGalen, or state or federal law. Additionally, iGalen may withhold payment to any iGalen Distributor in an effort to offset any damages suffered by iGalen as a result of a Distributor’s violation of the Distributor Agreement, the Code of Professional Ethics, the Policies and Procedures of iGalen, or state or federal law.

**5.3.31 - OPPORTUNITY REPRESENTATIONS**

No Distributor shall engage in any deceptive, false, misleading, unethical, or unlawful consumer or recruiting practice. Distributors shall ensure that no statements, advertisements, promises, testimonials, or other representations are likely to mislead consumers or prospective Distributors. Information provided by Distributors concerning the opportunity and/or participation of the Distributor in the iGalen opportunity shall be accurate, complete, and not likely to mislead potential recruits. Distributors shall not make any factual representations to prospective Distributors that cannot be verified. In particular, Distributors shall not misrepresent the rank of position they have achieved as an Independent Distributor in the iGalen opportunity, examples of which include, but are not limited to: inclusion of a rank to which you have not achieved in advertising material, either written, verbal, or digital; use of that denote corporate affiliation of some kind, use of titles that have not been bestowed pursuant to the iGalen compensation plan.

**5.4 - PAYMENT OF BONUSES AND OVERRIDES****5.4.1 - DISTRIBUTOR APPLICATION AND AGREEMENT**

Bonuses and overrides cannot be paid until a completed Distributor Registration Form and Agreement has been received and accepted by iGalen through the Internet. Bonuses are paid ONLY on the sale of iGalen products. No bonuses are paid on the purchase of any sales materials, sales aids or for the recruitment of Distributors.

**5.4.2 - COMMISSION PAYMENTS**

The minimum amount of payment of commissions is \$25.00 US (twenty-five dollars) or as mandated in any foreign country. If the earned amount is less than that amount, it will be accumulated until such time that the amount exceeds \$25.00 US (twenty-five dollars).

**5.5 - PURCHASE AND SALE OF PRODUCTS****5.5.1 - NO PURCHASE REQUIRED TO BECOME A IGALEN DISTRIBUTOR**

No product purchase is required to become a iGalen Distributor. iGalen Distributors are entitled to purchase products from iGalen at a discounted price.

**5.5.2 - STOCKPILING PROHIBITED**

The success of iGalen depends upon retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. iGalen recognizes that Distributors may wish to purchase certain products in reasonable quantities for their own use, for inventory purposes and for the purpose of provisioning new Distributors as they are sponsored. However, iGalen strictly prohibits the purchase of products solely in an attempt to qualify for advancement in the Compensation Plan.

**5.5.3 - INACTIVE DISTRIBUTOR POSITIONS**

Any Distributor position that has not been activated within a period of 14 (fourteen) days from the enrollment date with paid product order(s) and/or back office service will be considered voluntarily resigned and will not be eligible for reinstatement at a later date. In addition, inactive positions, showing no orders with BV and no back office service will be terminated by iGalen after 90 (ninety) days from the inactive date.

**5.5.4 - BACK ORDER**

Should any product or sales material be unavailable for any period of time, iGalen Distributors will be given the option of placing the order and waiting for availability or canceling the order with full reimbursement without penalties until those items are ready for shipping.

**5.5.5 - SEVENTY PERCENT RULE**

In order to qualify for commissions and overrides, the Distributor certifies with the purchase of product that he/she has sold to retail customers and/or has consumed seventy percent (70%) of all products previously purchased. This is known in the industry as the “Seventy Percent Rule”.

Note: Distributors placing telephone or mail orders are equally required to comply with this rule and will be asked by the order processor, or will be required to confirm by signature to verify compliance.

**5.5.6 - RETAIL SALES REQUIRED**

In order to qualify for any compensation payable under the iGalen Compensation Plan, a Distributor must certify, by completion of the Retail Sales Rule Compliance Form, that he/she has made at least one (1) retail sale to five (5) different retail customers in the calendar month in which commissions or bonuses are earned. The compliance form must be received by iGalen no later than the fifth (5th) day following each calendar period, in the event that iGalen takes measures to confirm that the requisite retail sales have occurred.

**5.5.7 - ONLINE RETAIL CUSTOMER PROGRAM**

iGalen Distributors in eligible countries may participate in the Online Retail Customer Program, and have the ability to direct his or her customers to the Retail Shopping Cart web site to make product purchases. The Online Retail Customer Program allows the retail customer to purchase directly from iGalen, which affords the Distributor the opportunity to earn commissions from his or her retail sales with the freedom of not having to maintain inventory.

Because iGalen offers a 90 (ninety) day money-back guarantee to retail customers, there will be a thirty-five (35) day period from the date of each sale for commissions to be earned, ensuring an appropriate timeframe for customer returns. Should a customer elect to return a iGalen product purchase, no commissions will be earned.



iGalen shall not be responsible for failure to perform hereunder if such breach of performance is caused by any circumstance of Force Majeure, being reasons beyond the reasonable control of iGalen. This includes, but is not restricted to, Acts of God, fire, flood, earthquakes, equipment failure, supplier problems, war, acts of terrorism, vandalism, criminal activities and the like. In such event iGalen will be relieved of its obligation to perform until a reasonable period of time has expired following the end of the circumstance or Force Majeure.

#### **5.5.8 - DIRECT PURCHASE**

iGalen Distributors may purchase needed product directly from iGalen. In the event that a Distributor obtains product from his/her sponsor or upline Distributor's personal inventory, and a replacement product is not placed through iGalen, the commissions associated with the purchase will be attributed to the sponsor or upline.

#### **5.5.9 - CREDIT CARD PURCHASES**

Credit card purchases may only be made by the individual whose name and address are on the credit card. Any Distributor who uses another individual's credit card to pay for purchases risks having his/her Distributorship placed on suspension pending investigation and resolution of any complaints regarding unauthorized charges. iGalen considers such transactions fraudulent and will report them to the proper authorities for settlement.

Under no circumstance will any Distributor charge back any credit card purchases. Any Distributor who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds. If an erroneous charge is applied to a Distributor's credit card, the Distributor should immediately contact the Support Department of iGalen to initiate an investigation and resolution.

#### **5.5.10 - COMMISSION ADJUSTMENTS**

Any upline Distributor affected by returned products to iGalen will accordingly be subject to adjustments in his/or her commissions, overrides and bonus accounts, personal volume, etc. based upon all commissions and bonuses paid on the returned product.

#### **5.5.11 - BONUS BUYING**

Bonus buying includes (1) the enrollment of an individual or entity as an iGalen Distributor without the knowledge of and/or execution of a Distributor Agreement by such individual or entity, (2) the fraudulent enrollment of an individual or entity as a Distributor; (3) the enrollment or attempted enrollment of non-existent individuals or entities as Distributors (phantoms), or (4) the use of a credit card on behalf of a Distributor when the Distributor is not the account holder of such a credit card. Bonus buying constitutes a material breach of these Policies and Procedures, and is strictly prohibited.

**5.5.12 - PAYMENT OPTIONS**

Purchases may be paid by credit card only.

**5.5.13 - AUTOSHIP**

Distributor authorizes iGalen to debit the credit card account indicated in this web form for the noted amount on the schedule indicated. This payment is for recurring iGalen product subscription. Distributor understands that iGalen offers a 90-day money-back guarantee to retail customers for returns, refunds and cancellations. There will be a thirty-five (35) day period from the date of each sale for commissions to be earned, ensuring an appropriate timeframe for customer returns. Should a customer elect to return a iGalen product purchase, no commissions will be earned. Distributor understands that this authorization will remain in effect until the schedule end date, or until the Distributor cancels it in writing, whichever comes first, and the Distributor agrees to notify the business in writing of any changes in their account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment date falls on a weekend or holiday, the Distributor understands that the payment may be executed on the next business day. The Distributor certifies that they are an authorized user of the credit card used and that they will not dispute the payment with their credit card company, so long as the transaction corresponds to the terms indicated in this web form.

**5.5.14 - SHIPPING COSTS**

It is the ordering Distributor's sole responsibility to indicate (a) method and means of shipping, and (b) destination address. The methods available are stated on each order form and on the iGalen website along with prepaid costs. Shipping costs will be automatically calculated.

The method of shipping packages will be determined by iGalen based upon various factors such as weight and destination unless there are specific shipping instructions made by the Distributor. Note: Should the receiving party of an order shipped from iGalen refuse delivery, the shipment is then returned to iGalen, and the ordering Distributor's status will be made 'inactive' pending resolution of the delivery refusal. Return delivery charges will be deducted from the Distributor's account.

**5.5.15 - RETURNED PACKAGES**

In the event that a package is returned due to a Distributor's error, or if the package was not picked up in a timely manner and therefore returned, iGalen will charge the Distributor a re-shipping fee.

**5.5.16 - TIMELY PRODUCT AND MATERIAL DELIVERY**

Upon clearance of payment, iGalen processes for shipment the product(s) and material(s) selected. If an item is temporarily unavailable due to high demand, the consignee will be notified by way of the packing slip included with the shipment. Should a back order occur, the item(s) will be shipped as soon as available, usually within ten (10) days of the date the original order and payment were received.

**5.5.17 - SPECIAL ORDERS**

iGalen will not 'hold' orders or delay shipments of products that have been processed. Once payment has been received, all orders must be released for shipping.

**5.5.18 - DAMAGED GOODS**

The shipping company is responsible for damage, which occurs after it takes physical custody of the goods. A Distributor who receives damaged goods should follow this procedure:

1. Accept delivery
2. Before the driver leaves, document on the delivery receipt the number of boxes, which appear to be damaged.
3. Save the damaged product and box(es) for inspection by the shipping agent.
4. Make an appointment with the shipping company to have the damaged goods inspected.
5. File a claim with the shipping company.
6. Notify the customer service department of iGalen.

**5.5.19 - SHORT SHIPMENTS**

iGalen takes pride in fulfilling orders in an accurate and timely manner. However, in those rare instances where errors may occur, a correction will be handled quickly to avoid further delay to the recipient. Distributors are provided with a period of five (5) business days following receipt of shipment to report any shortages. Once notified and verified, iGalen will ship missing items to the address on the original order.

**5.5.20 - PRICE CHANGES**

All iGalen products and literature prices are subject to change without prior notice.

**5.5.21 - SUGGESTED RETAIL PRICING**

iGalen provides a suggested retail price as a guideline. iGalen Independent Distributors may sell iGalen products at whatever price they and their customers agree upon, however, a Distributor is not permitted to advertise any price below iGalen suggested retail price. This includes, but is not limited to 'free' products or any other special pricing that would fall below the SRP. No iGalen product may be offered along with the products of any other company.

**5.5.22 - RECEIPTS: RETAIL PRICING**

iGalen Distributors will provide all retail customers of iGalen products with printed sales receipts. Distributors who order through the Internet for their customers will receive an email confirmation of acceptance in addition to the packing slip, which will be inside the package.

**5.5.23 - SALES TAX**

For purchases made from iGalen, iGalen collects and remits applicable state and local taxes, which may be due on the suggested retail price of those products and/or materials, which are subject to tax. The applicable rate of tax due is based upon the address to which the product and/or sales material is to be delivered.

For Distributors who possess a current Sales Tax Exemption Certificate (STEC): Please refer to the laws of the state in which your certificate was issued to obtain information on how to submit a sales tax refund request, if applicable.

**5.5.24 - RETAIL STORES**

iGalen is a direct sales company. Our success is based upon our Distributors selling directly (one-on-one) to the consumer, in a personal and caring manner. In order to maintain this personal contact with our customers, and to provide equal opportunity to all Distributors to sell iGalen products to consumers, iGalen places certain restrictions on the sales of its products to or through commercial establishments. Distribution of products is not permitted through chain stores. iGalen determines chain stores to be any retail establishment with more than three (3) separate locations.

iGalen products offered in retail establishments must be sold at the Distributor SRP (Suggested Retail Price).

iGalen will be the sole judge of whether a commercial enterprise violates the policies, spirit or intent of its guidelines and reserves the right to modify, amend or rescind its approval as current business conditions may dictate.

**5.5.25 - CONSIGNMENT**

In order to protect the iGalen business and the integrity of the Company, iGalen products may not be delivered to another party on consignment. Only authorized iGalen Distributors may sell iGalen products to an outside party.

iGalen will not ship products on consignment to any iGalen Distributor.

**5.6 - RETAIL GUARANTEE AND REFUND POLICY****5.6.1 - RETAIL CUSTOMER RETURNS**

iGalen offers a 90 (ninety) day 100% (one hundred percent) unconditional money back guarantee on products to all retail customers, less shipping charges for online sales. Every iGalen Distributor is bound by his/her Agreement and the Policies and Procedures to honor this guarantee. Prior to the completion of any retail sale a Distributor must make a verbal disclosure of the right to cancel. If a retail customer is dissatisfied with any iGalen product for any reason, then the retail customer may return the unused portion of the product to the Distributor from whom it was originally purchased

within 90 (ninety) days for either a replacement, exchange for another product or a full refund of the purchase price of the product.

iGalen will replace the returned product to the Distributor providing the following steps and conditions are met:

- The iGalen Support Department is notified of a pending retail customer return.
- The Distributor through who it was originally purchased returns the product to iGalen as instructed by the Support Department.
- The product is received by iGalen within fifteen (15) days from the return date to the Distributor.
- The return is accompanied by the following:
- A signed statement from the retail customer identifying the reason for the return and including\*:
  - a dated copy of the original retail sales receipt
  - the product as received from the retail customer
  - the name, address and telephone number of the retail customer

Proper shipping carton(s) and packing material are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. iGalen will pay the cost of shipping replacement product(s) to the Distributor. iGalen will not refund, to any Distributor, the purchase price of any retail customer returns, and no replacement products will be released if the conditions of the rule are not met.

\*Retail sales return requests must be clearly written with complete details (name, address, telephone number, email, if available, and any other information which would allow iGalen to verify the sale and subsequent return.) Unverifiable retail sales cannot be replaced. Falsified information could lead to further investigation and possible suspension of distributorship.

### **5.6.2 - RETURN PRODUCT AUTHORIZATION**

Before any product may be returned to iGalen, whether it is a shipping error, retail customer return, damaged products or resignation, the Distributor must contact the iGalen Support Department either by fax, postal delivery or email to obtain a Return Merchandise Authorization Number (RMA). Any package received without such identification clearly visible on the package exterior will be refused.

### **5.6.2 - QUALITY CONTROL (QC)**

iGalen will replace, within ninety (90) days of purchase any product found to be defective. However, no product(s) should be returned to iGalen prior to the approval to do so from the Support Department, whether through telephone, fax or email request. In order to assure that replacement product will be issued, strict compliance to the following procedure is required:

1. A written replacement request must be submitted, stating the reason for the request and accompanied by verification of payment and a copy of the Product Order form and packing slip.
2. Upon notification iGalen will instruct the Distributor where to ship product and will issue an RMA (Return Authorization Number), which must be clearly written on the exterior of the returned package. Upon receipt and verification iGalen will ship out replacement product(s).

### 5.6.3 - RESIGNATION RETURNS

If the Distributor has purchased products for inventory purposes or sale aids while the Agreement was in effect, all product in a CURRENTLY MARKETABLE, REUSABLE AND RESALABLE condition which have been purchased within twelve (12) months\*\* shall be repurchased subject to compliance with the Seventy Percent Rule (see 5.5. Purchase and Sale of Products). The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant, minus any freight charges and commissions paid to the Distributor.

Note: This can only offset commissions earned as a result of the product return. Any such requests will be considered a resignation of the distributorship.

In the event that inventory is returned that does not meet the above conditions for return, such merchandise will be held for a period of ninety (90) days during which time the Distributor has the right to request return of those items. Distributors will pay for all shipping charges. Should this request not be received by the Support Department of iGalen in the time period noted above, iGalen reserves the right to destroy such inventory without further compensation to that Distributor. In order to ensure that a refund is issued in a timely manner, the following steps should be followed:

1. A written request must be submitted, either by fax or email to iGalen Support Department, clearly citing the reason for the resignation and for the return of product and/or sales materials.
2. Upon receipt of the proper information, iGalen will instruct the Distributor where to ship the products along with an RMA (Return Merchandise Authorization), which must be clearly visible on the exterior of the package. (Any return without this information visible on the outside of the package will be refused without exception). iGalen will issue the refund within approximately thirty (30) days from the date of receipt of the authorized merchandise.
3. The Distributor assumes the cost of shipping any merchandise to iGalen.
4. The Distributor assumes responsibility for packing and shipping products back in a manner that will ensure that it is received in a timely manner and with minimal damage.
5. Refunds will be issued in the same manner that payment was received. This means that if a credit card was used initially, the reimbursement will be issued back to that same credit card.

\*\* The permissible return period will vary according to country and state laws.

### 5.6.4 - UNAUTHORIZED RETURNS

Should a Distributor refuse delivery of any iGalen shipment or request to return any previously purchased product for a refund, such request will be deemed as a voluntary resignation.

#### **5.6.5 - BUYER'S RIGHT TO CANCEL**

Federal law empowers a buyer to cancel certain sales without penalty prior to midnight of the third (3rd) business day following the transaction. This rule covers retail consumer sales of twenty-five dollars (\$25.00) or more that occurs away from the retailer's main office. In addition, the Distributor must orally inform the buyer of the three (3) day right to cancel at the time the buyer signs the contract of sales or purchase of goods.

#### **5.6.6 - EXCHANGES**

iGalen will not accept product exchanges from Distributors.

#### **5.6.7 - DISTRIBUTOR RESPONSIBILITY**

If a retail customer mails or delivers to a Distributor a valid notice of cancellation prior to midnight on the third (3rd) business day after ordering or purchasing product, it must be honored by the Distributor. If a buyer has taken delivery of any goods, that product must be returned, along with the notice, in as good a condition as when delivered. Within ten (10) business days after receiving the notice, the Distributor must refund all payment made under the contract of sale.

Should a retail customer contact iGalen Support concerning the refusal of a Distributor to issue the appropriate refund in the time period indicated, that Distributor will be subject to suspension of Distributorship pending resolution of the complaint.

### **5.7 - GENERAL PROVISIONS**

#### **5.7.1 - RECORD KEEPING**

iGalen encourages all of its Distributors to maintain complete and accurate records of their business transactions. iGalen may exercise its option to request records relating to retail sales or other matters as described herein or as required by applicable law.

#### **5.7.2 - AMENDMENTS**

In order to maintain a viable Marketing Program in changing economic conditions and/or to comply with changes to federal, state or local laws, iGalen at its discretion reserves the right to amend the Policies and Procedures as set forth therein, its Distributor prices or suggested retail prices, product availability and formulations, and Compensation Plan, as it deems appropriate without prior notice. Such Policies and Procedures and Compensation Plan modifications and all changes thereto, shall become a binding part of the Agreement upon publication on the official iGalen website. It is the Distributor's responsibility to stay abreast of current and updated information and iGalen is in no way liable for any Distributor's ignorance of the correct and current information if he or she

fails to do so. In the event of any conflict between the Agreement and any such amendment, the amendment shall prevail. If Company brochures, product catalogs, price lists, literature, website, fax on demand information, etc. are revised; only the most current version is authorized for use by iGalen Distributors.

### **5.7.3 - NON-WAIVER PROVISIONS**

No failure of iGalen to exercise any power under these Policies and Procedures or to insist on strict compliance by a Distributor with any obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of iGalen right to demand exact compliance with these Policies and Procedures. Waiver by iGalen can be affected only in writing by an authorized officer of iGalen.

iGalen's waiver of any particular default by a Distributor shall not affect or impair iGalen's right with respect to any subsequent default, nor shall it affect in any way the right or obligation of any other Distributor, nor shall any delay or omission by iGalen to exercise any right arising from default, affect or impair iGalen's right as to that, or any subsequent default.

### **5.7.4 - CERTAIN RESIDENTS ONLY**

The following only applies to Distributors who are residents of Georgia, Louisiana, Massachusetts, Wyoming, Montana, and other states that may specifically require the following: A Distributor in this multilevel marketing plan has the right to cancel at any time regardless of reason. Cancellation must be submitted in writing to iGalen either by postal delivery, fax or through email.

If the Distributor has purchased a product, or paid for administrative services while this Agreement was in effect, taking into consideration any sales made by or through such Distributor prior to the notification to iGalen of the election to cancel, iGalen shall repurchase all unencumbered product in a reasonable resalable or reusable condition which was acquired by the Distributor from iGalen. Such repurchase shall be at a price of no less than ninety percent (90%) of the original cost minus any freight charges and commissions paid to that Distributor.

The repayment of all administrative fees and services shall be at not less than ninety percent (90%) of the cost to the Distributor of such fees and services and shall reflect all administrative services that have not, at the time of resignation, been provided to the Distributor. iGalen shall further refund not less than ninety percent (90%) of the cost to the Distributor of any other consideration paid by the Distributor in order to participate in the program. The Distributor will be held responsible for all shipping expenses incurred in returning sales aids or products to iGalen.

### **5.7.5 - REPORTING POLICY VIOLATIONS**

Distributors observing a policy violation by another Distributor should submit a written report of the violation to the Compliance Department of iGalen by email. Such documents must bear the writer's signature and Distributor's Personal Identification Number. Anonymous complaints will not be accepted.



Note: No telephone calls will be accepted in such matters, as documentation must be presented in writing, both from the complaining parties and ultimately from the individual(s) cited for policy violation. Details of the incident such as dates, number of occurrences, persons involved, witnesses and any other supporting documentation should be included in the report.

### **5.7.6 - ARBITRATION**

All disputes and claims relating to iGalen, the Agreement, or its products, the rights and obligations of a Distributor of iGalen, or any claims or causes of actions relating to the performance of either a Distributor or iGalen under the Agreement, and/or a Distributor's purchase of products shall be settled totally and finally by arbitration in the state of California, or such other location as iGalen prescribes, in accordance with the Federal Arbitration Act, and the Commercial Arbitration Rules of the American Arbitration Association. There shall be one (1) arbitrator, an attorney at law, who shall have expertise in business law transactions with preference being an attorney knowledgeable in the direct selling industry, selected from a panel, which the American Arbitration Association approves. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If a Distributor files a claim or counterclaim against iGalen, a Distributor shall do so on an individual basis and not with any other Distributors or as part of a class action. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement for arbitration shall survive any termination or expiration of the Agreement.

Notwithstanding the foregoing, the arbitration shall have no jurisdiction over disputes relating to the ownership, validity or registration or any mark of other intellectual property or proprietary confidential information of iGalen, without iGalen's written consent. iGalen may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to iGalen. In addition to monetary damages, iGalen may obtain injunctive relief against a Distributor in violation of the Agreement, and for any violation of misuses of iGalen trademark, copyright or confidential information policies.

Nothing in these Policies and Procedures shall prevent us from terminating the Distributor Agreement or applying to and obtaining from any court having jurisdiction a writ attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect our interest prior to, during or following the filing of any arbitration or other proceedings or pending the rendition of a decision or award in connection with any arbitration or other legal proceedings.

The existence of any claim or cause of action of a Distributor against iGalen, whether predicated on the Agreement or otherwise, shall not constitute a defense to iGalen enforcement of the covenants and agreements contained in the Agreement.

**5.7.7 - PROCESS AND POWER**

The arbitration shall be conducted in accordance with these Policies and Rules. The arbitration and all proceedings associated therein are private proceedings and not subject to any public right of access. The arbitrator shall have the authority to enter appropriate protective orders to preserve the confidentiality of the proceedings and information exchanged in discovery. The arbitrator shall have the authority, power, and jurisdiction to grant both legal and equitable relief, including temporary, preliminary, and permanent injunctive relief. The arbitrator shall also have authority to determine whether any particular issue is subject to arbitration under the Agreement. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. At the request of any party, the arbitrator shall make and provide the parties written findings of fact and conclusion or law. This agreement to arbitration shall survive any termination or expiration of the Agreement.

**5.7.8 - COSTS**

The parties shall equally share the assessed costs associated with the arbitration, including all arbitrator fees, providing however, that the prevailing party in any appeal to the Appeals Panel shall be entitled to recover its share of the costs of such appeal from the non-prevailing party. The parties shall each bear their own attorney fees in connection with the arbitration and any appeal, irrespective of which party prevails and any demand or request for such fees.

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use of registration of any Proprietary Mark or other intellectual property or Confidential Information of the Company without the Company's prior written consent. The Company may seek any applicable remedy on any applicable forum with respect to these disputes. Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies and Procedures, Compensation Plan or the Distributor Agreement.

**5.7.9 - NO LIABILITY**

iGalen is not responsible for interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, web sites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technician malfunctions, failures or difficulties. To the extent permitted by law, iGalen shall not be liable for and each Distributor releases iGalen from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by a Distributor as a result of (a) the breach by a Distributor of the Distributor Agreement and/ or the Terms and Conditions of the Policies and Procedures; (b) the operation of the Distributor's business; (c) any incorrect or wrong data or information provided by the Distributor; or (d) the failure to provide any information or data necessary for the Company to operate its business, including, without limitation, the enrollment and acceptance of a Distributor into the Compensation Plan or the payment of commissions and bonuses.

**5.7.10 - ENTIRE AGREEMENT**

This Agreement (comprised of these Policies and Procedures, the Distributor Registration Form and Agreement and the Compensation Plan) as may exist or hereafter be amended, constitutes the entire agreement of the parties regarding their relationship, the subject matter hereof and related hereto.

**5.7.11 - SEVERABILITY**

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies and Procedures, or any specification, standard or operating procedure which iGalen has prescribed is held to be invalid or unenforceable, iGalen shall have the right to modify the invalid or unenforceable provision, specification, standard operating procedure or any portion thereof to the extent required to be valid and enforceable. A Distributor shall be bound by any such modification. The modification will be effective in the jurisdiction on which it is required.

**5.7.12 - LIMITATION OF DAMAGES**

To the extent allowed by law, iGalen and its affiliates, officers, directors, employees and other Distributors shall not be liable for and each Distributor hereby releases the foregoing from, and waives any claim for loss of profit, incidental, special, consequential or exemplary damages, which may arise out of any claim whatsoever relating to iGalen's performance, non-performance, act or omission with respect to the business relationship or other matter between the Distributor and iGalen whether in contract, tort or strict liability. Furthermore, it is agreed that any damage to the Distributor shall not exceed and is hereby expressly limited to, the amount of unsold iGalen product owned by the Distributor, which was directly purchased thereby from iGalen and any commissions or bonuses due.

**5.7.13 - INDEMNITY AGREEMENT**

Each and every Distributor agrees to indemnify and hold harmless iGalen, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorney's fees, asserted against, suffered or incurred by any of them, directly or indirectly, arising out of, or in any way related to or connected with, allegedly or otherwise, the Distributor's (a) activities as a Distributor;

(b) breach of the terms of the Distributor Agreement or these Policies and Procedures; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

**5.7.14 - FORCE MAJEURE**

iGalen shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strokes, labor difficulties, fire, war, government decrees or orders or curtailment of a party's usual source of supply.

**5.7.15 - GOVERNING LAW**

The Distributor Agreement and these Policies and Procedures shall be governed by the laws of the state of California

The State of California is the place of origin of the Agreement and venue where the Company accepted the offer of an applicant to become a Distributor. The Agreement is governed by and to be construed in accordance with the laws of the State of California without reference to the conflict of laws principles thereof; and the arbitration provisions herein are governed by the Commercial Arbitration Rules of the American Arbitration Association (the “Rules”), except as such requirements may be specifically varied and modified by the terms set for herein. You submit to the arbitral jurisdiction set forth therein and, with respect to any matters not determined by or subject to arbitration to the personal jurisdiction of the state and deferral courts within the state of California.

**6 - PRIVACY POLICY**

Privacy Policy Effective January 2, 2017

This Privacy Policy (“Privacy Policy”) is associated with a website owned by iGalen, Inc. (“iGalen”) includes numerous product marketing Websites (the “Websites”). The Privacy Policy is in effect for all Websites owned and operated by iGalen, Inc. By using any of the Websites, you signify that you have read, understand and agree to be bound by this Privacy Policy. This policy applies to all online communication with Websites owned by iGalen, Inc. or its affiliated companies. When you provide us with online information through any of the Websites, we respect your privacy. It is important for you to understand what information we collect about you during your visit and what we do with that information.

Your visit to any of our Websites is subject to this Privacy Policy and our Terms and Conditions.

**6.1 - INFORMATION COLLECTED**

You may browse our Websites without providing any personal information. If you decide to place an order, we will ask you for your name, delivery and billing address, phone number(s), email address, credit card number and its expiration date. If you choose to register to become a Distributor with iGalen, we may ask you for information such as your contact information (e.g., name, e-mail address and mailing address), or birth date. When you submit your personal identifiable information on one of the Websites, you are giving your consent to the collection, use and disclosure of your personal information as set forth in this Privacy Policy. We may also collect, store or accumulate certain non-personally identifiable information concerning your use of this Website, such as information regarding which of our pages are most popular, your IP address, browser, city, time zone, referring URL, and operating system. Information gathered may be used in aggregate form for internal business purposes, such as generating statistics, developing marketing plans, customizing content, and improving the Website. We may share or transfer any non-personally identifiable information

with or to our affiliates, licensees and partners. All of our Websites are intended for adults. We do not knowingly collect personal information from children under the age of 13. However, if the parent or guardian of a child under 13 believes that the child has provided us with personally identifiable information, the parent or guardian of that child should contact us at support@igalen.com if they want this information deleted from our files, so that it is not in retrievable form. If we otherwise obtain knowledge that we have personally identifiable information about a child under 13 in retrievable form in our files, we will delete that information from our existing files so that it is not retrievable.

## **6.2 - PROTECTION OF PERSONAL INFORMATION**

iGalen, Inc. may use the information that you provide to fulfill your request for a product, information, or other service, or respond to an email or other request, as well as to create and deliver to you communications containing product information, usage tips or promotions, help improve our Website or services, or customize visitors' experience at our Website. iGalen may also use your personally identifiable information to send you information about business opportunities, products, services and special offers. However, we want to communicate with you via email correspondence only if you want to hear from us. If for any reason, you no longer wish to receive email messages from iGalen, please unsubscribe in your back office, or via the unsubscribe link provided at the bottom of the email announcement. Please note, if you opt not to receive marketing emails from iGalen, you may still receive "Transactional" email messages regarding your order (i.e. order confirmation, shipping information, customer service notifications, etc.) If you have questions or concerns regarding this statement, contact us at support@igalen.com. We may contract with companies or individuals to provide certain services including email and hosting services, credit card processing, shipping, data management, surveys and marketing, promotional services, etc. We call them our Service Providers. We may share personally identifiable information with Service Providers solely as appropriate for them to perform their functions, but they may not use such information for any other purpose. We do not share your credit card or other account information with unaffiliated third parties unless necessary to fulfill our responsibilities including, but not limited to, delivering a product or service that you order.

Finally, iGalen, Inc. may disclose personal information in special cases: (1) when we have reason to believe that disclosing this information is necessary to identify, contact, or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) the rights of iGalen or to anyone that could be harmed by such activities; (2) when we believe in good faith that the law requires it; (3) to any third party who may acquire iGalen; and (4) in situations involving threats to the physical safety of any person.

## **6.3 - ENSURING YOUR SECURITY**

We use Secure Sockets Layer (SSL), an advanced security protocol that protects your credit card information and ensures secure online ordering. SSL Internet connections are encrypted, and

thus protect all credit card ordering information, including your name, address and credit card number, so it cannot be read in transit. We use secure technology, privacy protection controls, and restrictions on employee access, to safeguard your personal information. Please note, however, that although we employ industry-standard security measures to safeguard the security of your personal information, no transmissions made on or through the Internet are guaranteed to be secure.

#### **6.4 - EXTERNAL WEBSITES**

Our Website may offer links to and from other third party sites. Other sites have their own policies regarding privacy. If you visit one of these sites, you may want to review the privacy policy on that site.

#### **6.5 - INTERNATIONAL USERS**

Like almost every website, our Websites may be accessed by an international audience. By visiting our Websites and providing us with data, you acknowledge and agree that your personal information may be processed for the purposes identified in this policy. In addition, such data may be stored on servers located outside your resident jurisdiction and in jurisdictions which may have less stringent privacy practices than your own. By providing us with your data, you consent to the transfer of such data.

#### **6.6 - YOUR CALIFORNIA PRIVACY RIGHTS**

California Civil Code Section 1798.83 permits customers of iGalen who are California residents to request and obtain from us once a year, free of charge, information about the personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding twelve calendar months. If you are a California resident and would like to make such a request, please submit your request in writing to [support@igalen.com](mailto:support@igalen.com).

#### **6.7 - CHANGES TO POLICY**

We may revise this Privacy Policy from time to time. If we decide to change our Privacy Policy, we will post the revised policy here. As we may make changes at any time without notifying you, we suggest that you periodically consult this Privacy Policy. Your continued use of the Website after the changes are posted constitutes your agreement to the changes, both with regard to information we have previously collected from you and with regard to information we collect from you in the future. If you do not agree to the changes, please discontinue your use of our Website.

## **7 - TERMS AND CONDITIONS**

### **7.1 - ACCEPTANCE OF TERMS**

The use of this Website or any other site owned or maintained by iGalen, Inc. (“Company”) is governed by the policies, terms and conditions set forth below. Please read them carefully. Your use of this site signifies your acceptance of the terms and conditions set forth below. Your order placed on this site signifies your acceptance of the terms and conditions set forth below.

### **7.2 - PAYMENT METHODS**

We accept credit and debit cards:

- Visa
- MasterCard
- Discover
- enRoute

When placing an order online, you will need:

- a) The address the card’s statement is sent to (billing address).
- b) The card number and expiration date.
- c) The 3 or 4-digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our 128-bit Secure Socket layer encrypted connection.

### **7.3 - IGALEN.COM IS THE OFFICIAL ONLINE STORE FOR IGALEN AND ITS AFFILIATES**

Under this agreement, the payment processing services for goods and/or services purchased on this website are provided by Global Payroll Gateway (GPG) on behalf of iGalen Global, depending on the type of payment method used for the purchase of the goods and/or services. In the event, you choose to pay with credit card and the payment will be processed by a U.S.A. or European Acquirer, these terms are an agreement between you and GPG.

For any other type of purchases, these terms are an agreement between you and iGalen, Inc. and goods and/or services will be delivered by iGalen, Inc. directly.

iGalen, Inc. is a California Corporation at 600 W. Broadway, Suite 700, San Diego, California 92101  
E-Mail: [support@iGalen.com](mailto:support@iGalen.com).

### **7.4 - SHIPPING POLICIES**

Company ships orders via UPS and local courier depending on the location of the shipment and

order placement. Depending on product availability, orders are usually processed for shipment within 1 to 3 business days. Accurate shipping address and phone number are required. Your signature may be required for delivery.

## **7.5 - DELIVERY CONFIRMATION**

Because many instances may occur at your delivery address that is beyond our control, you agree that any delivery confirmation provided by the carrier is deemed sufficient proof of delivery to the card holder, even without a signature.

## **7.6 - RETURN AND CANCELLATION POLICY**

iGalen offers a 90 (ninety) day 100% (one hundred percent) unconditional money back guarantee on products to all retail customers, less shipping charges for online sales. Refund policies for Members vary by region. Please see iGalen Policies and Procedures for Member refund policies in your region. To return a product for a refund you will need to obtain a Return Merchandise Authorization (RMA) number by contacting the customer support department at [support@iGalen.com](mailto:support@iGalen.com). Refunds will be issued to the same credit card that was charged when ordering the product. Shipping charges and return shipping charges are not refundable in any case. Company is not responsible for lost or stolen items. We recommend all returned items to be sent using some type of delivery confirmation system to ensure proper delivery.

## **7.7 - CHARGEBACK POLICY**

All references to a “chargeback” refer to a reversal of a credit/debit card charge placed on iGalen.com. There is no reason for a chargeback to ever be filed. If a credit is due, simply contact us, and we will gladly issue it. If you feel that your credit/debit card was used fraudulently on iGalen.com, please contact us at [support@igalen.com](mailto:support@igalen.com) for immediate resolution.

## **7.8 - THIRD PARTY INTERACTIONS**

During use of the Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Company shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. Company does not endorse any sites on the Internet that are linked through its Website. Company provides these links to you only as a matter of convenience, and in no event, shall Company be responsible for any content, products, or other materials on or available from such sites. Company provides products to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third party providers of ancillary software,



hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

### **7.9 - ORDERING DISCLAIMER**

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. Company reserves the right to accept or deny shipment to anyone for any reason. Company reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Company reserves the right to cancel the order, notify the card holder and the proper authorities.

### **7.10 - NOTICE**

Company may give notice by means of a general notice on the iGalen.com Website, electronic mail to your e-mail address on record in Company's account information, or by written communication sent by first class mail or prepaid post to your address on record in Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 24 hours after sending (if sent by e-mail). You may give notice to Company (such notice shall be deemed given when received by Company) at any time by any of the following: letter delivered by a nationally recognized overnight delivery service or first class postage prepaid mail to Company at the following address: 600 W. Broadway, Suite 700, San Diego, California 92101 in either case, addressed to the attention of: iGalen General Counsel.

### **7.11 - MODIFICATION TO TERMS**

Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to its products and services at any time, effective upon posting of an updated version of this Agreement on the iGalen.com Website. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

### **7.12 - GENERAL**

With respect to U.S. Customers, this Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this agreement or use of this Website.

The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. This Agreement, together with any applicable Form and policies, comprises the entire agreement between you and Company, and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

### **7.13 - DEFINITIONS**

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the iGalen.com Website, and any materials available on the Company Website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Company from time to time in its sole discretion; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed, the Effective date on the subscription form or the date you begin purchasing products from this site; "Order Form(s)" means the form evidencing your purchase from this site and any subsequent order forms submitted online or in written form, all such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Company" means collectively iGalen, Inc., a corporation organized and existing under the laws of the State of California doing business as "iGalen.com" and having an office at 600 W. Broadway, Suite 700, San Diego, California together with its officers, directors, shareholders, employees, agents and affiliated companies.

### **7.14 - QUESTIONS OR ADDITIONAL INFORMATION**

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to [support@igalen.com](mailto:support@igalen.com).

#### **iGalen INTERNATIONAL OFFICES**

##### **US Office**

600 West Broadway, Suite 700  
San Diego, CA, 92101

##### **Malaysian Office**

Unit 1201, 12th Floor, Amcorp Trade Center, PJ Tower, 18 Persiaran Barat, 46050 Petaling Jaya.  
Selangor, Malaysia