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1. FOREWORD

As used in these Policies and Procedures (the “Policies”) iGalen, Inc. will be referred to as “iGalen”, “us” or “we”, while third-party independent distributors of iGalen, Inc. will be referred to as “Distributors” “you” or “your”.

These Policies of are a contract between you and iGalen and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, the “Company”), and along with the Distributor Agreement (defined below) and the Compensation Plan (defined below) (collectively, the “Agreements”), each as may be amended from time to time in the sole discretion of iGalen, constitutes the complete and binding agreement and understanding between the Distributer and the iGalen. Failure to comply with the provisions of any of these documents may result in the termination of the Agreement.

If any provision of these Policies or the Agreements 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.

iGalen is a direct selling company that markets its products through the 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 Agreements are made to clearly define the relationship between you and us, between you and your Customers and between you and other Distributors.

These Policies, as currently stated and as may be amended from time to time, are incorporated into and form an integral part of the Distributor Registration Form and Agreement entered into by and between iGalen and each Distributor (each a “Distributor Agreement”), and the Compensation Plan entered into by and between the same (each a “Compensation Plan”). You have the responsibility to read, understand, and adhere to the most current version of these Policies. When sponsoring a new Distributor, you must ensure that he or she is provided with the opportunity, prior to enrolling as a Distributor, to review and understand (1) the terms and conditions of these Policies and (2) the terms and conditions of the Distributor Agreement and Compensation Plan.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING INTO THE AGREEMENTS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THESE TERMS AND CONDITIONS AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

2. CODE OF ETHICS

As an Distributor, you agree to abide by the following:

- You will be honest and truthful in all your activities, whether you sell iGalen products or sponsor others as Distributors.
- You 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.
- You will strive to ensure that you customers are satisfied with iGalen products and with your service. And you will respect the privacy of you customers and Distributors.
- You will do your best to build your iGalen business. You 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.
- You will uphold the Rules of Conduct and the Code of Ethics as set forth in these Policies, and observe total business ethics whilst conducting your business.

2.1. AUTHORITY CARD

On or prior to becoming registered as a Distributor, all Distributors will issued an Authority Card by the Company. 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 be deemed to be an authorized use by Distributor and a breach of these Policies.

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 as provided below, and failure by a Distributor to abide by this Section 2.2 shall be considered a breach of these Policies by Distributor:

- 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 immediately and without complaint. 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 of products purchased within 180 days of the date of the initial return request, provided all of the following conditions have been satisfied, as determined by iGalen in its sole discretion:

- The products returned must be in good, unused, and resalable condition, still available for sale by iGalen, and must have a minimum of 12 months prior to the date of expiry of the product as listed thereon.
- All products to be returned must be backed by valid proof of purchase, and must be accompanied by a completed and accurate Products/Goods Returned Form.

Provided the above conditions have been satisfied, the iGalen will accept return of the subject products, subject to the following provisions:

- All Products returned will be valued at the applicable Distributor's price (minus the maximum percentage payout of compensation plan).
- A refund will then be issued to Distributor based on the calculated value of the products returned pursuant to the foregoing clause, less a 10% processing fee to be paid by Distributor to iGalen.

2.4. AGAINST PYRAMID SELLING AND GET RICH SCHEME

All 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.

Distributors should at all times 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.

2.5. THE RULES OF CONDUCT FOR 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 apply to iGalen by completing the Distributor Registration Form, including (i) a commitment by such prospective Distributor to abide by the Rules of Conduct and Code of Ethics, and (ii) a payment of RM30 by such prospective Distributor as the registration fee and for the purchase of a the iGalen "Starter Kit".

Any registered company or any person of 18 years and above (other than an undischarged bankrupt) can apply to be an iGalen Distributor. In the event a Distributor's spouse wishes to become a Distributor, the spouse must be included in the Distributor's original Distributor Registration Form. Notwithstanding the foregoing, only the primary applicant's name will be used for bonuses/incentives and all correspondence from the Company. It is imperative that the primary applicant's name (i.e. 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.

The spouse of a Distributor may alternatively sign-up separately for a new distributorship. However, any such new Distributor account on behalf of the spouse of an existing Distributor must come under the initial/primary applicants group. Spouses are strictly prohibited from registering as a Distributor in a group other than that of their existing Distributor/spouse.

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

All information submitted by a prospective Distributor on the Distributor Registration Form must be true and complete. iGalen reserves the right to terminate the distribution rights of any Distributor at any time if the Company discovers that false information has been provided on the Distributor Registration Form or otherwise.

Notwithstanding a prospective Distributor's completion and submission of the Distributor Registration Form, no prospective Distributor shall be a Distributor until such prospective Distributor's Distributor Registration form has been accepted by the Company in writing.

Your efforts to help others grow can become a part of your estate. Your distributorship is willable to your heir. Should the beneficiary of a Distributor be under the age of 18, iGalen shall act as trustee until such beneficiary 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 written acceptance by iGalen). Notwithstanding the foregoing, a Distributor is required to pay an annual membership fee of \$29.95 (the "Annual Membership Fee") to maintain their distributorship in active status throughout the year. Failure by a Distributor to timely pay the Annual Membership fee is grounds for immediate revocation by the Company of such Distributor's status as a Distributor of the iGalen..

2.5.3. TRANSFER/RE-APPLICATION OF DISTRIBUTORSHIP

Authorized Distributor status belonging to any person or Distributor entity may not be transferred by any Distributor without written consent of iGalen.

The Company may, in its sole discretion and notwithstanding the payment status of Annual Membership Fees, revoke the authorized Distributor status of any Distributor who has been inactive (no monthly sales) for six (6) or more consecutive months. Thereafter, to continue as a Distributor, such revoked Distributor must re-apply to become a Distributor under a new sponsor. Notwithstanding the foregoing, iGalen may, in its sole discretion, waive this 6-month inactivity revocation 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 Policies or the Code of Ethics.

2.5.4. INDEPENDENT BUSINESS RELATIONSHIP

Each Distributor is an independent contractor 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 or the Company 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 or the Company and shall not in any way pledge the credit of iGalen or the Company.
- A Distributor does not have the authority or the power to bind iGalen or the Company to any obligations or to contract in the name of iGalen or the Company of or on behalf of iGalen or the Company or create a liability against iGalen or the Company in any way or for any purpose.

- A Distributor shall not use iGalen's or the Company's name, logos, slogans, trademarks, tradenames or any other intellectual property rights ("Trade Mark(s)") without iGalen's or the Company's consent, as applicable. 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 or Company 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 or the Company'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 and the Company in any action which iGalen or the Company, may in their 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 from iGalen or the Company or assured of success, nor will a Distributor will earn 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 by such Distributor. Under no circumstances shall iGalen be liable for any losses or claims of a Distributor or any Distributor's sponsoring, sponsored by or otherwise working in connection with such Distributor, 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 Distributor shall not engage in price undercutting or overcharging. Distributor agrees to sell, iGalen products only at the respective prices fixed by iGalen and communicated by the same to Distributor from time to time.

During each presentation of iGalen products by a Distributor, such Distributor shall explain to all prospective customers and/or presentation participants the directions for use and cautions specified on the product labels of all iGalen products presented or discussed by Distributor at such presentation.

A Distributor shall not modify any of the iGalen products or their packaging or otherwise 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 and shall not in any way misrepresent the quality or performance of iGalen or Company products, and must not and shall not make any claims other than those set out on product labels and brochures issued by iGalen. Each Distributor shall indemnify and hold iGalen and the Company harmless in respect of any costs or damages arising from such Distributor's failure to comply with these Policies, including but not limited to any misrepresentations made by such Distributor with respect to the quality or performance of any iGalen or Company products.

Upon the consummation of a sale of any iGalen or Company products by a Distributor, such 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, including these Policies. No iGalen or Company product or business aid can be sold at fairs, exhibitions or any other similar events without the prior written approval of 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 and shall not be engaged in activities that are harmful to iGalen, the Company or to any other iGalen Distributor, and shall not make any negative or derogatory remarks about other iGalen Distributors, iGalen or the Company.

Distributors shall at all times 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 or the Company.

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 by such Distributor/Sponsor, 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 any Distributors sponsoring, sponsored by or otherwise working with such Distributor, including cooperation, training and guiding any such Distributors as necessary to support the business.

A Distributor is required to encourage harmony in his/her network and thus, be responsible to settle any grievances, disputes or qualms with any Distributors sponsoring, sponsored by or otherwise working with

such Distributor, and shall exercise due care and skill in all dealings with all such parties.

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

Distributors are expressly prohibited from causing, attempting to cause or otherwise soliciting any other Distributor to join any direct sales company other than iGalen.

2.5.7. SUPPLY OF PRODUCTS

iGalen may, at any time and at its sole and absolute discretion, suspend the supply of iGalen product(s) globally or to any Distributor or refuse to sell iGalen product(s) to any iGalen.

2.5.8. BONUS DISPUTES

The determination of any bonus payable to a Distributor is at the sole and absolute discretion of iGalen. Bonus periods are calculated on a monthly calendar basis, and any such bonus shall be paid by iGalen directly to qualified Distributors. Notwithstanding the foregoing, iGalen is not required to and has not promised any bonus payment to any Distributor.

Any dispute or discrepancy in the monthly bonus calculated must be brought to the attention of iGalen by written notice by Distributor to iGalen within 14 days from the date of bonus is issued (the "Bonus Notice Period"). Failure by a Distributor to challenge any bonus prior to expiration of the applicable Bonus Notice Period shall be deemed an irrevocable and final acceptance by such Distributor of such bonus.

iGalen reserves the right to deduct from all or part of the Distributor's bonus any then-outstanding amounts owed by Distributor to iGalen or the Company.

2.5.9. TERMINATION

iGalen may at any time 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 prior notice and with immediate effect, the status of any Distributor as an authorized Distributor of iGalen, for, in the iGalen's sole and absolute discretion, any non-compliance, breach and/or violation of any of these Policies, the Rules of Conduct and/or Code of Ethics or for any reason whatsoever.

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

In addition to iGalen's rights under these Policies and 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 these Policies, the Rules of Conduct and/or Code of Ethics. iGalen shall not be liable to a Distributor for any amount

whatsoever as a result of suspension or termination of the distributorship of such Distributor in accordance with these Policies.

A Distributor shall (and shall require its officers, employees and agents to) keep confidential any confidential information that it may acquire in relation to iGalen, the Company and/or the distribution of iGalen or Company products and/or in relation to the clients, business or affairs of iGalen and the Company 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.

2.5.10. INDEMNITY

A Distributor shall be liable for and shall fully indemnify and hold harmless iGalen and the Company 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 these Policies, Rules of Conduct or the Code of Ethics or any default or negligence by the Distributor, its officers, servants and/or employees.

2.5.11. NOTICES

The Company may give notice to a Distributor by written communication sent by first class mail or prepaid post to such Distributor's address as set forth on the Distributor Registration Form. 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 upon the expiration of 12 hours after sending (if sent by e-mail).

2.5.12. 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.

2.5.13. 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.

2.5.14. 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.

2.5.15. **AMENDMENTS**

iGalen shall be entitled at any time at its sole discretion to amend, alter, add or delete any of the Policies, 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 or other location determined by the iGalen in its sole and absolute discretion, 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 these Policies at all times and as amended from time to time and it shall be incumbent upon the Distributor to check the latest Policies as set out in the official and definitive copy of the Policies.

2.5.16. **LANGUAGE**

For official interpretation purposes, the English language version of these Policies 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

Subject to the terms and conditions of these Policies and the Agreement, iGalen entitles its Distributors 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 be eligible 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 ownership of the status of iGalen Distributor

6. The right to be treated fairly and consistently by iGalen
7. The right to be notified on all corporate policies by email
8. The right to earn residual income
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 or any other purposes whatsoever.

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 and the Company harmless from any claims, damages or liabilities arising out of the Distributor's business practices or failure to comply with this Section 5.1.1. Distributors have no authority to bind iGalen or the Company 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 at all times 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 and the Company. Distributors will not engage in any conduct that would negatively reflect on iGalen, the Company or any other Distributor's image. Distributors will at all times be courteous and respectful of every person contacted including employees and executives of the corporate office of iGalen and the Company, and will conduct their Distributor status in a way as to respect the products and professionalism of iGalen, the Company, and other Distributors. A Distributor will under no circumstance disparage or infringe upon the iGalen or Company 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 Distributors against product liability claims. The supplier's insurance contains a "Vendor Endorsement" which extends coverage to Distributors provided that they are marketing iGalen products in accordance with these Policies, including but not limited to consistent with all 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 shall not be afforded the liability 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 to its Distributors (i) a personalized marketing website that includes web hosting and (ii) back office administrative tools that enable 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 a Distributor elects to enroll with the iGalen Back Office at an annual cost of twenty-nine dollars and ninety-five cents (\$29.95 USD), such Distributor will have unlimited access to his/her back office management software for one year from the date of purchase. 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 qualify and participate as an authorized Distributor of iGalen. Notwithstanding the acceptance by iGalen of any Distributor Registration Form, any distributor that is not of legal age in their country or state of residence shall not be considered an authorize Distributor.

5.1.9. **MARRIED COUPLES**

Each Distributor who is an individual or legal entity shall be 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 provide it to iGalen when submitting a Distributor Registration Form. 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 at all times comply with all federal and state statutes and regulations and local ordinances and regulations concerning or applicable to the operation of his/her business or status as a Distributor. 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**

No Distributor shall be entitled to or receive exclusive territories for recruiting or distribution purposes, nor shall any Distributor imply or state to any party 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 for distribution 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 for distribution from time to time (each such country, an "Opened Country") and will grant Distributors, in our sole and absolute discretion, limited rights to sponsor in those countries. Distributors shall not sponsor outside of our Opened Countries. To preserve our distribution 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 iGalen or the Company.

iGalen operates under one of two (2) models in those countries in Open 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, you must be in good standing as a Distributor; you must request, read, and comply with the Policies and such other guidelines as we may have available for the Opened Country.

Distributor compliance with these Policies protects iGalen and the Company, 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 prospecting in any country, whether an Open Country or otherwise, without prior written approval of iGalen. Many countries have strict privacy laws that forbid blind solicitations. Also, many local laws forbid advertising for leads.

Distributor shall not distribute or share iGalen sales tools or materials which have not been approved for the country in which it such tools and materials are distributed or shared. Promotional statements from one country's literature may not be appropriate or legal in another.

5.1.17. OTHER SERVICES AND PRODUCTS

While a Distributor, Distributors are not restricted from selling the services and products of other companies. However direct or indirect promotion of any such products and services to Distributors is limited to those Distributors personally sponsored by such Distributor. A Distributor found in violation of this rule risks the loss of buying privileges, possible suspension and/or termination of the Agreement participation in the iGalen Compensation Plan, status as a Distributor, and any other remedies to which iGalen may be entitled in law or in equity.

5.1.18. 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.

5.1.19. 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 Distributor's status as a Distributor may be sold or transferred to a non-Distributor only following a period of six (6) months of the origination date of such initial Distributor, and in all cases subject to the approval of iGalen in its sole and absolute discretion. A completed and notarized Sales/Transfer form is to be submitted to the iGalen Support Department.

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 belong to an active Distributor who has maintained such active Distributor status 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 any distributorship or have had a Beneficial Interest in any distributorship within the preceding six (6) months of such contemplated transfer;
- The selling Distributor may not reapply to become a Distributor for a period of not less than six (6) months following the sale;
- iGalen has approved the sale in writing;

iGalen has the right to amend this rule at any time in its sole and absolute discretion.

5.2.3. **MULTIPLE APPLICATIONS**

If one applicant submits multiple Distributor Registration Forms and Agreement Forms listing multiple sponsors, only the first completed form to be received by iGalen will be considered. iGalen reserves the right, at its sole and absolute 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 submission of a Distributor Registration Form. Such adjustments require written permission directed to the iGalen Support Department submitted from the personal back office management platform of the sponsor as well as the Distributor to be moved.

5.2.5. **SPONSOR CORRECTION**

Sponsor changes are not permitted. However, sponsor corrections can be made if they are reported to the iGalen Support Department within a period of three (3) business days or a sponsor assignment. Sponsor corrections must be requested from the Distributor's personal back office management of the current,

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 iGalen in its sole and absolute discretion.

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 management platform password, the Distributor's address, telephone number, etc. will be treated by iGalen 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 ensure the adequate training of Distributors they sponsor. "Adequate training" shall include, but is not limited to, education regarding the Policies, Compensation Plan, Terms and Conditions, Privacy Policy 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 timely pay Annual Membership Fees when due or by sending written notice to the iGalen Support Department. Resignation is in effect immediately upon receipt of such notice unless otherwise specified by Distributor in 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 in its sole and absolute 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 Distributor. During the applicable suspension period, iGalen products and services may be purchased by the suspended Distributor at Distributor 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.

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 of suspension or termination. 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 these Policies, 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 affecting any Distributor, the parties thereto 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 trustee 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) individual or 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 neither (1) the proportional equity ownership percentages in the Business, nor (2) the individual(s) or entities with authority to direct and manage the affairs of the Entity, is altered following conversion of the Business Entity. 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.

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, 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

Each 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 iGalen 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 become a 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 and the Company against all claims, actions, suits, and demands arising from or related to such targeting.

5.2.20. VENDOR CONFIDENTIALITY

iGalen's 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 including 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:

“Jane Doe - 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 page of the telephone book or on the Internet telephone directory without identifying themselves as 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 iGalen Support Department for approval. If approval is obtained in writing from iGalen for a toll-free listing, it must be stated in the following manner:

“Jane Doe - 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**

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 Distributors are not permitted to create their own business cards or letterhead graphics of the iGalen name and/or trademark. Only versions and wording approved by iGalen in writing 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 promote (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 in its sole and absolute 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.

Each of the following statements must be included and accessible to third parties from each Distributor's iGalen 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 only do so subject to compliance with the following terms and conditions.

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 iGalen in writing.

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**

Upon prior 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 similar or otherwise 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 may reasonably be withheld by iGalen in its sole discretion. 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 by a Distributor, 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 written 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 in its sole and absolute discretion.

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 iGalen 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 status as a Distributor. The violator also may be subject to civil or criminal liability resulting from violation of these Policies, the Distributor Agreement, the Code of Professional Ethics, the Terms and Conditions of iGalen or state or federal law. Additionally, iGalen may withhold from any payment to any Distributor any amounts necessary to compensate iGalen or the Company any damages suffered by iGalen or the Company as a result of a Distributor's violation of the Distributor Agreement, the Code of Professional Ethics, these Policies, the Terms and Conditions, 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. Bonuses accrued by Distributors ONLY following the sale of iGalen products. No bonuses shall be accrued or paid as a result of 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 otherwise 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 by Distributor are prohibited. 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 management platform service will be considered voluntarily resigned and will not be eligible for reinstatement at a later date. In addition, inactive positions, showing no orders and no back office management platform 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, 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 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 sales up 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-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 iGalen products 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 status as a Distributor 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 a 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 is strictly prohibited.

5.5.12. **PAYMENT OPTIONS**

Purchases may be paid by credit card only.

5.5.13. **AUTOSHIP**

Distributor, upon enrollment in recurring product purchase subscription (“Autoship”) authorizes iGalen to debit the credit card account provided to iGalen by Distributor for the noted amount on the schedule indicated. This Autoship 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 Distributor cancels it in writing, whichever comes first, and agrees to notify iGalen in writing of any changes in Distributor’s 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, Distributor understands that the payment may be executed on the next business day. Distributor certifies that Distributor is an authorized user of this credit card and will not dispute the payment with the applicable credit card company, so long as the transaction corresponds to the terms indicated on the Autoship web form and this Section 5.5.13.

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 and the shipment is then returned to iGalen, 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 or re-stocking fee in its sole and absolute discretion.

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 any damage which occurs after such party 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, in the sole and absolute discretion of iGalen, without prior notice.

5.5.21. **SUGGESTED RETAIL PRICING**

iGalen provides a suggested retail price as a guideline. iGalen 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**

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, in its sole discretion, 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 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 Distributor is bound by his/her Agreement and the sePolicies to honor this guarantee. Prior to the completion of any retail sale a Distributor must, at a minimum, make a verbal disclosure to the prospective purchaser 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 provided the following steps and conditions

are met:

- The iGalen Support Department is notified in writing of a pending return of products by a retail customer.
- The Distributor through who the returned product was originally purchased returns the product to iGalen as instructed by the iGalen Support Department.
- The returned product is received by iGalen within fifteen (15) days from the date of return of the product to Distributor by the customer.
- The returned product, upon return to iGalen 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 returned 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 a Distributor's status as a Distributor of the iGalen.

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, resignation or otherwise, 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 written approval to do so from the iGalen Support Department whether through 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 sales aids while the Agreement was in effect, all product in a CURRENTLY MARKETABLE, REUSABLE AND RESALABLE condition which has been purchased within the immediately preceding twelve (12) months prior to the date of termination of the Agreement** shall be repurchased by iGalen subject to compliance with the Seventy Percent Rule (see VI. Purchase and Sale of Products). The repurchase shall be at a price of not less than 90% (ninety percent) of the original net cost to Distributor minus any freight charges and commissions previously paid to the Distributor in respect of such repurchased product.

Note: 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 incurred in respect of any such requested return. 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 may 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, at a minimum, 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, such Distributor will be subject to suspension of Distributor's status 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 too federal, state or local laws, iGalen, in its sole and absolute discretion, reserves the right to amend the these Policies, its Distributor prices or suggested retail prices, product availability and formulations, and Compensation Plan, as it deems appropriate without prior notice. Such Policies 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 Distributor fails to do so. In the event of any conflict between the Agreement and any such amendment, the amendment shall control. 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 Distributors.

5.7.3. **NON-WAIVER PROVISIONS**

No failure of iGalen to exercise any power under these Policies 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, shall constitute a waiver of iGalen right to demand exact compliance with these Policies. 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 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 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 expense 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 with 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 as set forth in [Section 15 "ARBITRATION AGREEMENT" of the Terms and Conditions](#) of iGalen (the "Terms and Conditions") as incorporated herein by reference.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH IN SECTION 15 OF THE TERMS AND CONDITIONS CAREFULLY, AS IT WILL REQUIRE DISTRIBUTORS TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ACTING AS A DISTRIBUTOR OF THE COMPANY, EACH DISTRIBUTOR EXPRESSLY ACKNOWLEDGE THAT SUCH DISTRIBUTOR HAS READ AND UNDERSTANDS ALL OF THE TERMS OF THESE POLICEIS, THER TERMS AND CONDITIONS, INCLUDING SECTION 15 "ARBITRATION AGREEMENT" AND HAS TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

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 iGale n 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. 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. **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 or the Policies; (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.

5.7.9. **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.

5.7.10. **SEVERABILITY**

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including these Policies, 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.

5.7.11. **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.

5.7.12. **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 or 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/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.

5.7.13. **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.

5.7.14. **GOVERNING LAW**

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

The State of Florida 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 Florida 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 Florida.

6. PRIVACY POLICY

The iGalen Privacy Policy (the "Privacy Policy"), which can be found at https://s3-us-west-1.amazonaws.com/igalen/assets/Privacy_Policy.pdf, is hereby incorporated into these Policies by reference, and applicable to each Distributor.

Please read carefully all of the terms and conditions of the Privacy Policy each of which applies to each Distributor. A Distributor's submission to the iGalen of a Distributor Registration Form signifies such Distributor's acceptance of the Privacy Policy.

In the event of a conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control.

7. TERMS AND CONDITIONS

The iGalen Terms and Conditions of Use (the "Terms and Conditions"), which can be found at https://s3-us-west-1.amazonaws.com/igalen/assets/Terms_and_Conditions.pdf, are hereby incorporated into these Policies by reference, and applicable to each Distributor.

Please read carefully all of the terms and conditions of the Terms and Conditions, each of which applies to each Distributor. A Distributor's submission to the iGalen of a Distributor Registration Form signifies such

Distributor's acceptance of the Terms and Conditions.

In the event of a conflict between this Agreement and the Terms and Conditions, the Terms and Conditions shall control.

iGalen INTERNATIONAL OFFICES

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