



LIFEPHARM GLOBAL NETWORK

POLICIES AND PROCEDURES

LIFEPHARM POLICIES AND PROCEDURES

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SECTION 1 -- INTRODUCTION

1.1 - Policies and Compensation Plan Incorporated into Independent Business Owner Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of LifePharm Global Network (hereafter "LPGN" or the "Company"), are incorporated into and form an integral part of the LifePharm Global Network Independent Business Owner (IBO) Agreement. Throughout these policies when the term "Agreement" is used it collectively refers to the LifePharm Global Network IBO Application & Agreement, the LPGN Policies and Procedures, the LifePharm Global Network Compensation Plan, and the LifePharm Global Network Business Entity Application (if applicable). These documents are incorporated by reference into the LifePharm Global Network IBO Agreement (all in their current form and as amended by LifePharm Global Network).

1.2 - Changes to the Agreement

LifePharm Global Network reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the IBO Agreement, an IBO agrees to abide by all amendments or modifications that LifePharm Global Network elects to make. Amendments shall be effective 30 days after publication; notification to the field that the Agreement has been modified shall be published. The continuation of an IBO's LifePharm Global Network business or an IBO's acceptance of bonuses or commissions constitutes acceptance of any and all addendum(s).

1.3 - Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect.

1.4 - Waiver

LPGN reserves the right to compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of LifePharm Global Network to exercise any right or power under the Agreement or to insist upon strict compliance by an IBO with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the LifePharm Global Network right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an IBO against LifePharm Global Network shall not constitute a defense to the LifePharm Global Network enforcement of any term or provision of the Agreement.

SECTION 2 -- BECOMING AN INDEPENDENT BUSINESS OWNER

2.1 - Requirements to Become an Independent Business Owner

To become a LifePharm Global Network IBO, each applicant must:

- Be at least 18 years of age
- Reside in the United States, U.S. Territories or country that LifePharm Global Network has officially announced is open for business
- Have a valid Social Security or Federal Tax ID number
- Submit a properly completed IBO Application & Agreement to LifePharm Global Network either in hard copy or online format, and purchase a Business Success Starter Kit for \$29.95 at the time of sign up.

2.1.1- Fictitious and/or Assumed Names

A person or entity may not apply as an IBO using a fictitious or assumed name or alias or any form of identification (including tax identification numbers) that does not accurately reflect who the actual owner of the IBO account is and his or her present status. An applicant's name may not be altered in any way in order to allow an IBO to enroll more than once with LifePharm Global Network in violation of the six-month waiting period.

If an applicant wants to sign up under a business entity they must enter their Business Name on the IBO Application & Agreement and must provide correct legal information and documentation for said Business.

Upon the enrollment of a position, the position the enrollee signed up for strictly belongs to that original enrollee with the name they submitted and used for the opening of the position. If the stated IBO would like to change any personal information on their personal account, they must submit an IBO Information Change Request Form sent via mail or fax.

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LifePharm Global Network will contact accounts with false and/or inaccurate information in an attempt to obtain the required information in accordance with our Policies and Procedures. If LifePharm Global Network is unsuccessful in its attempt to resolve the matter of inaccurate account information, LifePharm Global Network will then attempt to contact the listed sponsor and/or up-line. If the Company's efforts are still unsuccessful, LifePharm Global Network reserves the right to suspend the account indefinitely and/or terminate the account in question.

2.1.2 - Social Security Number / Federal Tax ID Number Requirements

LifePharm Global Network must obtain a Social Security Number (SSN) or Federal Tax ID Number (TIN) for purposes of reporting income earned to the IRS. Applicants who submit the requested SSN or Federal TIN certify under penalties of perjury that the SSN or TIN provided is accurate. On or before January 31st of each year, LifePharm Global Network will be issuing a Form 1099 to the IBOs whose earnings (commissions, bonuses, rewards, etc.) exceed \$600 or have purchased \$5,000 or more in products during the prior calendar year. Independent Business Owners who do not provide a SSN or TIN will not be permitted to make transfers/withdrawals from their eWallet or request for issuance of a check until such information is provided in writing.

2.2 - Independent Business Owner Benefits

Once LifePharm Global Network has accepted an IBO Application & Agreement the new IBO is then included in various promotions such as:

- Retail LifePharm Global Network products and services to non-IBO consumers.
- Participate in the LifePharm Global Network Compensation Plan (receive bonuses and commissions, if eligible).
- Enroll other individuals as IBOs or Customers into the LifePharm Global Network business and thereby build a Marketing Organization and progress through the LifePharm Global Network Compensation Plan.
- Receive LifePharm Global Network literature, marketing materials and other LifePharm Global Network promotions.
- Participate in LifePharm Global Network -enrolled support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable.
- Participate in promotional and incentive contests and programs enrolled by LifePharm Global Network for its IBOs.

2.3 - Term and Renewal of Your LifePharm Global Network Business

The term of the IBO Agreement is one year from the date of its acceptance by LifePharm Global Network (subject to prior termination as provided in Section 10). IBOs must renew their IBO Agreement each year by paying an annual renewal fee of \$20 on or before the anniversary date of their IBO Agreement. If it is not paid in advance, the \$20 fee will be automatically deducted from the IBO's eWallet within 10 days of the renewal date. If there are insufficient funds in the eWallet, the credit card on file will be charged. If both attempts fail, the IBO will be unable to access his/her Virtual Office. If the renewal fee is not paid within 30 days after the expiration of the current term of the IBO Agreement, the IBO Agreement will be canceled. An IBO may also cancel his/her IBO Agreement by electing not to renew the Agreement on its anniversary date. The Company may also elect not to renew an IBO's Agreement upon its anniversary date.

2.4 - Enrolling Online

When enrolling a new IBO through the online enrollment process or via physical Application and Agreement form, the enroller may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, LifePharm Global Network Policies and Procedures, and the LifePharm Global Network Compensation Plan. The enroller may not fill out the online application and agreement on behalf of the applicant nor agree to the Terms and Conditions or to the Policies and Procedures on behalf of the applicant. Applicant must provide a personal email address and use his or her own credit card for initial ENROLLMENT (i.e., Credit Card information must match Applicant's information).

SECTION 3 -- OPERATING A LIFEPHARM GLOBAL NETWORK BUSINESS

3.1 - Adherence to the LifePharm Global Network Compensation Plan

IBOs must adhere to the terms of the LifePharm Global Network Compensation Plan as set forth in official LifePharm Global Network literature. IBOs shall not offer the LifePharm Global Network Opportunity through or in combination with any other system, program, or method of marketing other than that specifically set forth in official LifePharm Global Network literature. IBOs shall not request, require or encourage other current or prospective IBOs or Customers to execute any agreement or contract other than official LifePharm Global Network agreements and contracts in order to become a LifePharm Global

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Network IBO. Similarly, IBOs shall not request, require or encourage other current or prospective IBOs or Customers to make any purchase from, or payment to, any individual or other entity to participate in the LifePharm Global Network Compensation Plan other than those purchases or payments identified as recommended or required in official LifePharm Global Network literature.

3.2 - Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a LifePharm Global Network IBO by submitting an IBO Application & Agreement along with a properly completed Business Entity Application and Agreement.

3.2.1 - Changes to a Business Entity

Each IBO must immediately notify LifePharm Global Network of all changes to type of business entity they utilize in operating their businesses and the addition or removal of business affiliated parties.

3.3 - Change of Sponsor

LifePharm Global Network prohibits changes in enrollment sponsors. The first application received will be treated as the controlling application. Accordingly, the transfer of a LifePharm Global Network business from one enroller to another is rarely permitted. Requests for change of enrollment must be submitted in writing to the Compliance Department for further evaluation.

3.3.1 - Change of Placement

As an Enroller, you may request to change the Placement of an IBO you recently enrolled by submitting to our Compliance Department a Change of Placement request within seven (7) calendar days of enrollment. The recently enrolled IBO's Placement may be moved only inside your organization and will be placed in the first available open bottom position on the date that the change is made. We will not change the Placement if your IBO has earned Bonuses or achieved rank.

3.3.2 - Cancellation and Re-Application (Six Month Waiting Period)

If an IBO voluntarily cancels his or her LifePharm Global Network business and remains inactive (i.e., no purchases of LifePharm Global Network products for resale, sales of LifePharm Global Network products, enrolling, attendance at any LifePharm Global Network functions, participation in any other form of IBO activity, operation of any other LifePharm Global Network business or no income from the LifePharm Global Network business) for six full calendar months, the former IBO may reapply under a new Sponsor; however, the former IBO's organization will remain in its original line of sponsorship.

3.3.3 – Maintenance Fee for eWallet Services

In the event an IBO becomes inactive (as defined in Section 10.2) and remains inactive for six consecutive months, LifePharm Global Network will begin deducting a maintenance fee of \$10.00 per month from the IBO's eWallet account, beginning with month seven of inactivity. Following 12 months of inactivity, the Company will deduct \$20.00 per month from the IBO's eWallet account, beginning with the 13th month of inactivity.

3.3.4 - Waiver of Claims

In cases in which the appropriate Enroller or Placement change procedures have not been followed, and a downline organization has been developed in the second business developed by an IBO, LifePharm Global Network reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched Enroller or Placement is often extremely difficult. Therefore, **INDEPENDENT BUSINESS OWNERS WAIVE ANY AND ALL CLAIMS AGAINST LIFEPHARM GLOBAL NETWORK, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM THE LIFEPHARM GLOBAL NETWORK DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED ENROLLER OR PLACEMENT.**

3.3.5 Change of Name/Transfer of Ownership

If an IBO would like to change the name/transfer ownership of his or her IBO position with LifePharm Global Network to an individual who is new to the business with LifePharm Global Network for the first time, you must follow through by filling out a Transfer of Ownership Form. This form will allow a new IBO to take control of the required position (This form may be

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obtained on the Resources page of the LifePharm Global Network Virtual Office). IBOs who transfer ownership of their account must follow section 3.3.2.

3.4 - Conflict of Interests

LifePharm Global Network upholds ethical business practices and does not condone activities that undermine the business of others.

3.4.1 - Non-Solicitation/Cross Recruiting

LifePharm Global Network IBOs are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, IBOs may not directly or indirectly recruit other LifePharm Global Network IBOs or Customers for any other network marketing business nor change their current LifePharm Global Network Sponsor.

Following the cancellation of an IBO's Agreement, and for a period of six calendar months thereafter, with the exception of an IBO who is personally enrolled by the former IBO, a former IBO may not recruit any LifePharm Global Network IBO or Customer for another network marketing business. IBOs and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, IBOs and LifePharm Global Network agree that this non-solicitation provision shall apply nationwide and to all international markets in which IBOs are located.

The term "Recruit" means the actual or attempted enrollment, solicitation, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another LifePharm Global Network IBO to enroll or participate in another business opportunity.

1. Recruiting of Existing Independent Business Owners

An Independent Business Owner may not attempt to directly or indirectly recruit (entice) another existing Independent Business Owner into his or her own organization. An active Independent Business Owner may not be approached to change sponsors until the Independent Business Owner has complied with the Six Month Waiting Period policies. An existing Independent Business Owner may not enroll under another personal sponsor or try to circumvent the Policies and Procedures by using an alias, a family member (spouse) or friend's name, a fictitious personal identification number, or any other means. If an Independent Business Owner is found making such infraction they will be returned to their original position and have to keep that position for six months then may terminate that position and wait the Six Month Waiting Period. If it is determined that the Independent Business Owner was improperly recruited to the second position, any downline organization that developed under such position may be moved with the Independent Business Owner to their original position. If it cannot be established that the Independent Business Owner was improperly recruited to the second position, such downline may not be moved with the Independent Business Owner to their original position. LPGN will contact the downline of the recruited Independent Business Owner and inquire if the downline would like to remain in the position they were recruited to. INDEPENDENT BUSINESS OWNERS WAIVE ANY AND ALL CLAIMS AGAINST LIFEPHARM GLOBAL NETWORK, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM THE LIFEPHARM GLOBAL NETWORK DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION.

3.4.2 - Sale of Competing Goods or Services

IBOs must not sell or attempt to sell any competing non-LifePharm Global Network programs, products or services to LifePharm Global Network Customers or IBOs. IBOs must not sell or advertise any competing goods, services or programs at any LifePharm Global Network events, which enquire that two or more LifePharm Global Network affiliates are at attendance to. Any program, product or services in the same generic categories as LifePharm Global Network products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

3.4.3 - Independent Business Owner Participation in Other Direct Selling Programs

It is the responsibility of the IBO to ensure that his or her LifePharm Global Network business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

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- IBOs shall not display LifePharm Global Network promotional material, sales aids, products or services with or in the same location as, any non-LifePharm Global Network promotional material or sales aids, products or services.
- IBOs shall not offer the LifePharm Global Network opportunity, products or services to prospective or existing Customers or IBOs in conjunction with any non-LifePharm Global Network program, opportunity, product or service.
- IBOs may not offer any non-LifePharm Global Network opportunity, products, or services at any LifePharm Global Network-related meeting, seminar, convention, webinar, teleconference or other function.

3.4.4 - Independent Business Owners Taking Leadership Roles in Other Direct Selling Companies

As per sections 3.4.1 and 3.4.3, LifePharm Global Network IBOs are allowed to participate in other direct selling programs. However, an IBO taking on leadership roles in other network marketing companies, such as: hosting the company's conference calls, conducting company-wide training sessions, being recognized in company publications, websites or events while still an active IBO with LifePharm Global Network constitutes a conflict of interest. As a result, the above actions undermine the integrity of the LifePharm Global Network marketing plan and Business Opportunity and are thus prohibited. LifePharm Global Network reserves the right to seek appropriate remedies against IBOs engaging in such activity.

3.4.5 - Confidential Information

Confidential information includes but is not limited to the LifePharm Global Network Customers' and IBO's identities and contact information, an IBO's personal group sales volumes and rank and/or achievement levels. Confidential information is, or may be available to the IBOs in their respective Virtual Offices. IBO access to such information is password protected, confidential and constitutes proprietary information and business trade secrets belonging to LifePharm Global Network. Such confidential information is provided to IBOs in strictest confidence and is made available to IBOs for the sole purpose of assisting IBOs in working with their respective downline in the development of their LifePharm Global Network business.

To protect the confidential information, IBOs themselves or on behalf of any other person, partnership, association, corporation or entity are encouraged to not:

- Directly or indirectly disclose any confidential information to any third party;
- Directly or indirectly disclose the password or other access code to his or her Virtual Office;
- Use any confidential information to compete with LifePharm Global Network or for any purpose other than promoting his or her LifePharm Global Network business;
- Use or access any IBOs Virtual Office or eWallet account that is not their own;
- Recruit or solicit any LifePharm Global Network IBO or Customer listed on any report, in the IBO's Virtual Office or in any manner attempt to influence or induce any LifePharm Global Network IBO or preferred Customer to alter their business relationship with LifePharm Global Network; or
- Use or disclose to any person, partnership, association, corporation, or other entity any confidential information.

Exceptions may apply for accounting purposes.

3.5 - Targeting Other Direct Sellers

LifePharm Global Network does not condone IBOs specifically or consciously targeting the sales force of another direct sales company to sell LifePharm Global Network products or to become IBOs for LifePharm Global Network, nor does LifePharm Global Network condone IBOs solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should IBOs engage in such activity, they bear the risk of being sued by the other direct sales companies. If any lawsuit, arbitration or mediation is brought against an IBO alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, LifePharm Global Network is not responsible for any of the IBO's defense costs or legal fees nor will LifePharm Global Network indemnify the IBO for any judgment, award, or settlement.

3.6 - Errors or Questions

If an IBO has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, or charges, the IBO must notify LifePharm Global Network in writing within 30 days of the date of the supposed error or incident in question. LifePharm Global Network will not be responsible for any errors, omissions or problems not reported to the Company after 30 days.

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3.7 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, IBOs shall not represent or imply that LifePharm Global Network or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

3.8 - Holding Applications or Orders

IBOs must not manipulate enrollments of new applicants and purchases of products. All IBO Applications & Agreements, and product orders must be sent to LifePharm Global Network within 72 hours from the time they are signed by an IBO or placed by a customer, respectively.

3.9 - Income Taxes

Each IBO is responsible for paying local, state/provincial and federal taxes on any income generated as an IBO. If a LifePharm Global Network business is tax exempt, the Federal tax identification number must be provided to LifePharm Global Network. Every year, LifePharm Global Network will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000.

3.9.1 - Correct Federal Tax Identification Numbers

IBOs must submit and maintain accurate and truthful tax-related information to LifePharm Global Network. LifePharm Global Network may void at its own discretion IBOs' accounts that are set up or maintained in any manner that includes a false social security number, tax identification number or use of the same without the knowledge and consent of the person or entity to which it rightfully belongs to LifePharm Global Network reserves the right to seek verification of the information in question from the controlling interest of the IBO's account, the sponsoring IBO, or any relevant governmental agency prior to making a determination that the agreement is void. Both the void and sponsoring IBO accounts will be required to reimburse LifePharm Global Network any and all commissions, bonuses and rebates of any kind paid to an invalid IBO and forfeit any income or title derived as a result of the void IBO account. From time to time, LifePharm Global Network receives requests from tax authorities to provide information concerning certain IBOs. LifePharm Global Network will comply with such requests unless it appears in LifePharm Global Network discretion that the request is improper or unreasonable.

3.10 - Independent Contractor Status

IBOs are independent contractors, and are not purchasers of a franchise or a business. IBOs determine their own activities and time spent without direction or control by LifePharm Global Network. This agreement between LifePharm Global Network and its IBOs do not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IBO. IBOs shall not be treated as an employee for his or her services or for Federal or State tax purposes. All IBOs are responsible for paying local, state, and federal taxes due from all compensation earned as an IBOs of the Company. The IBO has no authority (expressed or implied), to bind the Company to any obligation. Each IBO shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the IBO Agreement, these Policies and Procedures, and applicable laws.

- 1 - As an independent contractor, you are responsible for paying your own self-employment taxes, income taxes, and other taxes imposed by law upon an independent contractor and you shall indemnify LPGN from any claims arising from your failure to pay such taxes.
- 2 - Your work hours, business expenditures and business plans are not dictated by LifePharm Global Network and you shall make no printed or verbal representations that state or imply otherwise.
- 3 - It is your responsibility and you agree to comply with all laws and the Policies and Procedures in the operation of your account or the acquisition, receipt, holding, selling, distributing or advertising of our products or opportunity.
- 4 - You also agree to be fully responsible for all of your verbal and/or written statements made regarding the products, services and the Compensation Plan, which are not expressly contained in official LifePharm Global Network Materials. You agree to indemnify us against any claims, damages or other expenses including attorneys'

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fees arising from any miss-representations or actions made by you that are outside the scope of the Agreement. The provisions of this section survive the termination of the IBO's Agreement.

3.11 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple "Business Pursuit" endorsement attached to your present homeowner's policy.

3.12 - International Marketing

IBOs are authorized to sell LifePharm Global Network products and services, and enroll Customers or IBOs only in the countries in which LifePharm Global Network is authorized to conduct business, as announced in official Company literature. LifePharm Global Network products or sales aids may not be shipped into or sold in any foreign country. IBOs may sell, give, transfer, or distribute LifePharm Global Network products or sales aids only in their home country. In addition, no IBO may in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or IBOs; or (c) conduct any other activity for the purpose of selling LifePharm Global Network products, establishing a downline, or promoting the LifePharm Global Network opportunity.

3.13 - Excess Inventory and Bonus Buying

IBOs must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other IBO to buy more products than they can reasonably use or sell to retail customers in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers. Bonus buying includes but is not limited to purchasing products through a straw man or other artifice.

3.14 - Adherence to Laws and Ordinances

IBOs shall comply with all federal, state and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to IBOs because of the nature of their business. However, IBOs must obey those laws that do apply to them. If a city or county official tells an IBO that an ordinance applies to him or her, the IBO shall be cooperative, and immediately send a copy of the ordinance to the Compliance Department of LifePharm Global Network.

3.15 - Actions of Household Members or Affiliated Parties

If any member of an IBO's immediate household engages in any activity, which if performed by the IBO would violate any provision of the Agreement, such activity will be deemed a violation by the IBO and LifePharm Global Network may take disciplinary action pursuant to the Statement of Policies against the IBO. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, the Business Entity will deem such action(s) a violation and LifePharm Global Network may take disciplinary action against the Business Entity. Likewise, if an IBO enrolls in LifePharm Global Network as a Business Entity, each affiliated party of the Business Entity shall be personally and individually bound to and must comply with the terms and conditions of the Agreement.

3.16 - Requests for Records

Any request from an IBO for copies of invoices, applications, downline activity reports, or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

3.17 - Sale, Transfer or Assignment of a LifePharm Global Network Business

Although a LifePharm Global Network business is a privately owned and independently operated business, the sale, transfer or assignment of a LifePharm Global Network business and the sale, transfer or assignment of an interest in a Business Entity that owns or operates a LifePharm Global Network business is strongly discouraged. If an IBO wishes to sell his or her LifePharm Global Network business or interest in a Business Entity that owns or operates a LifePharm Global Network business, the following criteria must be met:

- Any and all eWallet funds must be withdrawn.

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- Before the sale, transfer or assignment can be finalized and approved by LifePharm Global Network, any debt/credit obligations the selling party has with LifePharm Global Network must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a LifePharm Global Network business.
- New owner must purchase an Enrollment Pack by submitting a new LPGN IBO Application & Agreement at the time of transfer
- New owner of this account accepts any tax related responsibilities and obligations arising from earnings already made within the current calendar year by the previous owner prior to the transfer of ownership
- Ownership transfer will be done within three business days of the company receiving all documents
- The Company reserves the right to approve or deny the transfer
- An administrative charge of \$25 USD must be settled before the transfer takes place

Prior to selling a LifePharm Global Network business or Business Entity interest, the selling party must notify LifePharm Global Network Compliance Department in writing and advise of his or her intent to sell the LifePharm Global Network business or Business Entity interest. The selling party must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of enrollment can result from the sale or transfer of a LifePharm Global Network business.

3.18 - Separation of a LifePharm Global Network Business

LifePharm Global IBOs sometimes operate their LifePharm Global Network businesses as husband-wife partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of enrollment. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation

- One of the parties may, with consent of the other(s), operate the LifePharm Global Network business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize LifePharm Global Network to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the LifePharm Global Network business jointly on a "business-as-usual" basis; whereupon all compensation paid by LifePharm Global Network will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the downline of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will LifePharm Global Network split commission and bonus checks between divorcing spouses or members of dissolving entities. LifePharm Global Network will recognize only one downline and will issue one commission check per LifePharm Global Network business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the IBO Agreement shall be involuntarily canceled.

If a former spouse has completely relinquished all rights in the original LifePharm Global Network business pursuant to a divorce, he or she is thereafter free to enroll under any individual of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an In IBO. In either case the former spouse or business affiliate shall have no rights to any IBOs in their former downline or to any former retail customer. They must develop a new business in the same manner, as would any other new IBO.

3.19 - Succession

Upon the death or incapacitation of an IBO, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an IBO should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a will or other testamentary process transfers a LifePharm Global Network business, the beneficiary acquires the right to collect all bonuses

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and commissions of the deceased IBO's Marketing Organization provided that the following qualifications are met. The successor(s) must:

- Execute an IBO Agreement.
- Comply with terms and provisions of the Agreement.
- Meet all of the qualifications for the deceased IBO's status.

3.19.1 - Transfer Upon Death of an Independent Business Owner

To affect a testamentary transfer of a LifePharm Global Network business, the executor of the estate must provide the following to LifePharm Global Network: (1) an official death certificate; (2) notarized letters testamentary or a letter of administration appointing an executor; and (3) written instructions from the authorized executor to LifePharm Global Network specifying to whom the business and income should be transferred.

3.19.2 - Transfer Upon Incapacitation of an Independent Business Owner

To effectuate a transfer of a LifePharm Global Network business because of incapacity, the successor must provide the following to LifePharm Global Network: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the LifePharm Global Network business; and (3) a completed Independent Business Owner Agreement executed by the trustee.

3.20 - Virtual Office Access

LifePharm Global Network makes online Virtual Offices available to its IBOs. Virtual Offices provide IBOs access to confidential and proprietary information that may be used solely and exclusively to promote the development of an IBO's LifePharm Global Network business and to increase sales of LifePharm Global Network products.

SECTION 4 -- ADVERTISING

4.1 - General

All IBOs shall safeguard and promote the good reputation of LifePharm Global Network and its products. The marketing and promotion of LifePharm Global Network, the LifePharm Global Network opportunity, the Compensation Plan and LifePharm Global Network products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote the products, services and the tremendous opportunity LifePharm Global Network offers, IBOs should use the sales tools and support materials provided by LifePharm Global Network. LPGN has carefully designed its products, product labels, Compensation Plan and promotional materials to ensure that they are promoted in fair and truthful manner that they are substantiated and the material complies with the legal requirements of federal and state laws.

LifePharm Global Network further reserves the right to rescind approval for any sales tools, promotional materials, advertisements or other literature and IBOs waive all claims for damages or remuneration arising from or relating to such rescission.

4.1.1 - Independent Business Owner Web Sites

If an IBO desires to utilize the Internet to promote his or her business, he or she may not offer (or facilitate the offering of) ANY LifePharm Products on or through any marketplace, price comparison tool, online auction or classified websites. These include, but are not limited to: eBay®, Amazon®, Alibaba, iOffer, and/or Craigslist, or similar websites.

All LifePharm Products must be sold either through IBO replicated websites or personal websites that have been pre-approved by LifePharm Compliance. Selling LifePharm Products online and outside of these two authorized areas is a direct violation of the Company's Policies and Procedures. IBOs may not advertise the price of or complete the sale for any LifePharm Products for less than the advertised retail price by LifePharm on its official website. Such action dilutes the LifePharm trademarks, brand image, and diminishes the opportunities of LifePharm IBOs by competing in a non-direct sales channel with other IBOs.

Any personal website that uses the LifePharm name, product(s) and/or business opportunity may not link to or include any other products. Nor may an IBO use "blind" ads on the Internet that make product or income claims which are ultimately associated with LifePharm Products, the LifePharm Opportunity, or the LifePharm Compensation Plan.

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Website banners (ads) may not be published on the Internet or indexed to Internet search engines (such as Google banner ads) prior to receiving approval from the LifePharm Compliance Department. In order to approve a website banner (ad), LifePharm requires a hard copy of the website banner and all web pages linked to that site. IBOs must allow four weeks for such approvals to be processed.

Any alteration of an approved website banner (ad) or any of its contents without prior written approval from LifePharm may, at the LifePharm discretion, result in suspension or termination of the IBO Agreement.

All approved banner ads must include the following disclaimer:

"The link you have clicked on leads to a website not endorsed or operated by LifePharm Global Network. The information and views expressed on that site are solely those of the owner of that site and do not constitute advertising of LifePharm Products. If you have read and understood this disclaimer, click below to continue."

4.1.2 - Domain Names, Email Addresses, Social Media

In order to preserve and protect its trademarks, LifePharm Global Network has prohibited all use of its trademarks and service marks, in any form, in internet website URLs and domain names. Except as set forth in the online application and agreement, IBOs may not use or attempt to register any of the LifePharm trade names, trademarks, service names, service marks, product names, the Company's name or any derivative thereof (i.e. Laminin, Lami9, Lami-derm, Life-Pharm) for any Internet domain name, email address or social media name or address.

IBOs may list themselves as an Individual IBO for LifePharm Global Network on social media network sites but may not create a profile or fan page that contains the LifePharm name and/or trademarks (LifePharm Global Network, Laminine, OPT9, LPGN, etc.) or any derivative thereof (i.e. Laminin, Lami9, Life-Pharm). IBOs are responsible for all content on these sites, including any comments made on the site by third parties. IBOs are responsible for deleting or editing any comments that are not compliant with LifePharm policies. An IBO's social networks that contain any offensive, lewd or malicious comments will be subject to suspension or termination of his/her LifePharm account. Social network sites must not contain any testimonial that states LifePharm Products cure any illness, disease, ailment or replace regular medical treatment or prescription drugs.

4.1.3 - Audio and Video Recordings

All LifePharm Global Network materials whether printed, electronically produced, computer generated on film or produced by sound recording are copyrighted and may not be reproduced, in whole or in part, by LifePharm Global Network IBOs or any other person except as authorized by LifePharm Global Network. Permission to reproduce any materials will be considered only in exceptional circumstances. IBOs are prohibited from making audio or video recordings of speeches, discussions, conference calls or other presentations made by any LifePharm Global Network Compliance Department, authorized agent, representative or employee unless specifically authorized in writing by a LifePharm Global Network company officer. An IBO may not produce, sell or distribute literature, films, electronic or computer generated print media, or sound recordings that are similar in nature to those produced, published and provided by LifePharm Global Network for its IBOs. Nor may IBOs purchase, sell or distribute non-company materials that imply or suggest that said materials originate from LifePharm Global Network.

4.1.4 - Television, Radio and Newspaper Advertising

All television/radio/newspaper advertisements must be submitted for approval to the Compliance Department prior to use. Radio and television advertising must follow a pre-approved script and cannot be in a form of a question/answer series.

4.1.5 - Business Cards and Stationery

Stationery, letterhead, business cards and etc. may be ordered through a third-party printing company. IBOs may also design their own stationery, letterhead, and business cards and etc. These designs must be submitted to and approved in writing by LifePharm Global Network Compliance Department before being printed.

All cards, letterhead, signs, advertising materials, verbal conversations and etc. used to promote businesses must clearly state you are an IBO. They may not imply or state that you are an agent, authorized representative, employee, joint venture or franchisee of LifePharm Global Network.

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4.1.6 - Trademarks and Copyrights

The name of LifePharm Global Network and other names as may be adopted by LifePharm Global Network are proprietary trade names, trademarks and service marks of LifePharm Global Network. As such, these marks are of great value to LifePharm Global Network and are supplied to IBOs for their use only in an expressly authorized manner. LifePharm Global Network will not allow the use of its trade names, trademarks, designs, symbols or any derivatives of such marks, by any person including LifePharm Global Network IBOs, in any unauthorized manner without its prior written permission.

The content of all Company enrolled events is copyrighted material. IBOs may not produce for sale recorded Company events and speeches without written permission from LifePharm Global Network.

4.1.7 - Media and Media Inquiries

IBOs must not attempt to respond to media inquiries regarding LifePharm Global Network, its products or services, or their independent LifePharm Global Network business. All inquiries by any type of media must be immediately referred to the LifePharm Global Network Compliance Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

4.1.8 - Unsolicited Email

LifePharm Global Network does not permit IBOs to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. LifePharm Global Network does not permit IBOs 1) sending unsolicited email messages that contain any email or web addresses from your account to online users, 2) posting messages that contain your service address in news groups that are unrelated to your products or service and 3) sending unsolicited emails to lists of people that are not within your downline or with whom you have no prior business or personal relationship. Any email sent by an IBO that promotes LifePharm Global Network, the LifePharm Global Network opportunity or LifePharm Global Network products and services must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The email must include the IBO's physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If an IBO receives an opt-out request from a recipient of an email, the IBO must forward the opt-out request to the Company.

LifePharm Global Network may periodically send commercial emails on behalf of the IBOs. By entering into the IBO Agreement, IBO agrees that the Company may send such emails and that the IBO's physical and email addresses will be included in such emails as outlined above. IBOs shall honor opt-out requests generated as a result of such emails sent by the Company.

4.1.9 - Unsolicited Communication

Except as provided in this section, IBOs may not use or transmit unsolicited faxes in connection with their LifePharm Global Network business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting LifePharm Global Network, its products, its Compensation Plan or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the IBO has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between an IBO and a person on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such IBO; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4.1.10 - Telephone Directory Listings

IBOs may list themselves as an "LifePharm Global Network Independent Business Owner" in the white or yellow pages of the telephone directory or with online directories under their own name. No IBO may place telephone or online directory display ads using the LifePharm Global Network name or logo. IBOs may not answer the telephone by saying "LifePharm," "LP Global," "LP Global Network," "LifePharm Global," or in any other manner that would lead the caller to believe that he

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or she has reached corporate offices of LifePharm Global Network. If an IBO wishes to post his/her name in a telephone or online directory, it must be listed in the following format:

IBO's Name
LifePharm Global Network Independent Business Owner

4.2 - Unauthorized Claims and Actions

4.2.1 - Indemnification

An IBO is fully responsible for all of his or her verbal and written statements made regarding LifePharm Global Network products, services, and the Compensation Plan, which are not expressly contained in official LifePharm Global Network materials. IBOs agree to indemnify LifePharm Global Network and LifePharm Global Network directors, officers, employees and agents and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by LifePharm Global Network as a result of the IBO's unauthorized representations or actions. This provision shall survive the termination of the IBO Agreement.

4.2.2 - Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by LifePharm Global Network may be made except those contained in official LifePharm Global Network literature. In particular, no IBO may make any claim that LifePharm Global Network products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases.

Personal stories/experiences must be the IBO's own and must expressly avoid any claims of cure, treatment, or prescription. They must not include a list of ailments, body systems, or diseases in any way.

What You May Say About the LifePharm Global Network Products:

The LPGN products may help to...

- Moderate the stress response
- Maintain healthy cortisol levels
- Regulate serotonin levels
- Support good mood
- Reduce physical and mental stress
- Increase physical and mental strength
- Improve emotional balance
- Promote more restful sleep
- Enjoy quicker post workout recovery
- Increase muscle tone and strength
- Increase alertness
- Improve stamina and energy
- Aid in brain function and activity
- Improve focus
- Reduce signs of normal aging
- Increase libido/sexual desire
- Build collagen for healthier skin
- Stimulate natural DHEA production
- Improve overall sense of well-being

What You May Not Say About the LifePharm Global Network Laminine Product:

- LifePharm Global Network products cure any illness, disease or ailment.
- LifePharm Global Network products are used to treat any illness, disease or ailment.
- LifePharm Global Network products heal any illness, disease or ailment.
- LifePharm Global Network products replace regular medical treatment or prescription drugs.

4.2.3 - Income Claims

An IBO, when presenting or discussing the LifePharm Global Network opportunity or Compensation Plan to a prospective IBO, may not make income projections or income claims.

4.3 - Commercial Outlets

IBOs may display or sell LifePharm Global Network products or literature in select commercial outlets including, but not limited to health food stores, grocery stores, chain stores, shopping malls, markets where individuals can set up booths, and private offices and clubs.

IBOs marketing the LifePharm Global Network Products and/or Business Opportunity must:

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- Display the DSHEA Disclaimer as per 4.2.2 of these Policies and Procedures
- Display an earnings disclaimer as per 4.2.3 of these Policies and Procedures
- Indicate that they are Independent Business Owners and not representatives of the Company

All of the requirements above must be displayed in plain view.

IBOs marketing the LifePharm Global Network Products at commercial outlets cannot market/sell the LPGN Products in conjunction with any other products not directly offered by LPGN.

LifePharm Global Network Products may not be sold to Retail Customers below the Company-published suggested retail prices. LifePharm Global Network Products may only be sold at the Company-published wholesale prices to individuals enrolling as IBOs with LPGN, as per 4.4.1 of these Policies and Procedures.

4.4 - Trade Shows, Expositions and Other Sales Forums

LifePharm Global Network encourages its IBOs to display and represent LifePharm Global Network products in reputable trade shows and exhibitions. IBOs may display and/or sell LifePharm Global Network products at trade shows and professional expositions.

4.4.1- Advertising and Selling Price of Products

IBOs acknowledge and agree that the advertising and selling of all products on the Internet may only be done on a Company Authorized Website and the advertising and selling price of all products on such website (1) must not be lower than the Wholesale price of the products plus reasonable shipping and the amount the company charges for taxes and handling if sold to an Applicant and (2) must not be lower than the Company's suggested retail price plus reasonable shipping and the amount the Company charges for taxes and handling of the products if sold to a non-Applicant (e.g. Customer, etc.). In connection with this Section, the IBO also agrees that all advertising regarding the price of products will be truthful and will not contain misleading statements (e.g. "lowest price available" which infers that an IBO is able to sell the products at a price lower than other IBOs, etc.). IBO acknowledges and agrees that he or she shall not advertise or sell any products on the Internet, which were purchased from another IBO. Any violation of this Section by an IBO shall constitute a breach of the Contract and will be subject to the breach of Contract procedures set forth herein.

4.5 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although LifePharm Global Network does not consider IBOs to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly as they carry significant penalties.

Therefore, IBOs must not engage in telemarketing in the operation of their LifePharm Global Network businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a LifePharm Global Network product or service, or to recruit them for the LifePharm Global Network opportunity. "Cold calls" made to prospective customers or IBOs that promote either LifePharm Global Network products or services or the LifePharm Global Network opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or IBO (a "prospect") is permissible under the following situations:

- If the IBO has an established business relationship with the prospect. An "established business relationship" is a relationship between an IBO and a prospect based on the prospect's purchase from the IBO.
- IBOs shall not use automatic telephone dialing systems or software relative to the operation of their LifePharm Global Network businesses.
- IBOs shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding the LifePharm Global Network products, services or opportunity.

SECTION 5 -- SALES REQUIREMENTS

5.1 - Product Sales

The LifePharm Global Network Compensation Plan is based on the sale of LifePharm Global Network products and

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services to end consumers. IBOs must fulfill personal and Marketing Organization retail sales requirements (as well as meeting other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. The following sales requirements must be satisfied for IBOs to be eligible to earn commissions:

- IBOs must satisfy the Personal Volume and Group Sales Volume requirements to fulfill the requirements associated with their rank as specified in the LifePharm Global Network Compensation Plan.
- Over 70 percent of an IBO's total monthly wholesale product purchases must be consumed or sold to personal retail customers who are not LifePharm Global Network IBOs. This has to be done before new orders are purchased from LifePharm Global Network.

5.2 - No Territory Restrictions

There are no exclusive territories granted to anyone.

5.3 - Sales Receipts

All IBOs must provide their retail customers with a copy of the Retail Customer Order Form at the time of the sale. This form sets forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. IBOs must maintain copies of all Retail Customer Order Forms for a period of two years and furnish them to LifePharm Global Network at the Company's request. LifePharm Global Network will maintain records documenting the purchases of IBOs' Direct Customers. In addition, IBOs must orally inform the buyer of his or her cancellation rights.

1 – Retail Customer Order Forms are found in your Virtual Office "Resources" tab. When making the sale, you must complete the information required on the sales receipt including the items ordered, the transaction amount and the Customer's name, address and telephone number. You must keep a copy of the sales receipt for your records.

2 – You must keep copies of all Retail Sales Receipts on file for at least two years. We will maintain documentation for orders placed directly to the Company by your Customers.

SECTION 6 -- BONUSSES AND COMMISSIONS

6.1 - Bonus and Commission Qualifications and Accrual

Bonus and Commission Qualifications: an IBO must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an IBO complies with the terms of the Agreement, LifePharm Global Network shall pay commissions to such IBO in accordance with the LifePharm Global Network Compensation Plan.

6.1.1 - Adjustments for Returned Products

IBOs receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to LifePharm Global Network for a refund or is repurchased by the Company, either of the following may occur at the Company's discretion: (1) the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given and continuing every pay period thereafter until the commission is recovered from the IBOs who received bonuses and commissions on the sales of the refunded products. (2) The CV attributable to the returned or repurchased product(s) will be deducted, in the month of which the refund is given.

6.1.2 - Commission Adjustments

At its sole discretion, LifePharm Global Network has the right to adjust bonuses or commissions of an IBO that has been credited erroneously to the IBO's eWallet, and has the right to adjust any erroneous payments made to the IBO via direct deposit or check. Such correction may result in a withdrawal of funds from the IBO's eWallet amount at the time the error is identified, or an adjustment of the next payment via direct deposit or check that is due to the IBO. LifePharm Global Network will notify the IBO of the error along with its method of resolution.

SECTION 7 -- PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

7.1 - Returns by Retail Customers

LifePharm Global Network offers, through its Independent Business Owners, a 30-day money-back guarantee to all retail customers. Every IBO is bound to honor the retail customer guarantee. If for any reason a retail customer is dissatisfied with any LifePharm Global Network product, the retail customer may return the unused portion of the product to the IBOs from whom it was purchased within thirty days for a full refund of the purchase price. All retail customers must be provided

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a copy of the Retail Customer Order Form as a receipt of this purchase.

By signing on the Retail Customer Order Form, both the Customer and IBO acknowledge that the Customer has been advised of the Return Policy and acknowledge that each has read the Return Policy and will keep a copy of the Retail Customer Order Form for his or her records.

7.1.1 - Replacement of Customer Products

If an IBO is returning merchandise to LifePharm Global Network that was returned to him or her by a personal retail Customer, the product must be received by LifePharm Global Network within 10 days from the date on which the retail Customer returned the merchandise to the IBO and must be accompanied by the signed Retail Customer Order Form the IBO gave to the customer at the time of the sale. LifePharm Global Network may replace returned product a maximum of three (3) times.

7.2 - Return of Inventory and Sales Aids by Independent Business Owners

IBOs may return sales aids and wholesale products within 30 days of the purchase and receive a refund on the price, less shipping and handling. IBOs may return no more than \$300 (at purchase price) worth of merchandise to LifePharm for a refund annually. Any returns over \$300 annually shall be considered an inventory repurchase and the LifePharm account shall be canceled. The Company shall deduct from the IBO's subsequent commission checks and/or from the refund paid to the IBO any commissions, bonuses, rebates or other incentives received by the IBO that were associated with the returned merchandise.

7.2.1- Procedures for All Returns

The following procedures apply to all returns for refund or exchange:

- The IBO who purchased it OR WHOSE CUSTOMER MADE THE PURCHASE must return all merchandise to LifePharm Global Network.
- All products to be returned must have a Return Merchandise Authorization (RMA) Number, which is obtained by calling the IBO Services Department. This RMA Number must be written clearly on each package returned. The RMA Number is valid only for 10 business days after issue.
- Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the economical means of shipping with trackable service is suggested. All returns must be shipped to LifePharm Global Network shipping pre-paid. LifePharm Global Network does not accept shipping collect packages. The risk of loss in shipping for returned product shall be on the IBO. If returned product is not received by the Company's Distribution Center, it is the responsibility of the IBO to trace the shipment.

No refund or replacement of product will be made if the conditions of these rules are not met.

7.3 - Return of Inventory for Refund with Cancellation of Distributorship

Request for return of inventory by an IBO for any reason, other than a damage claim, will be treated as a request to voluntarily cancel that distributorship. If an IBO desires to cancel his/her distributorship, he/she may qualify for a refund of unopened, resalable inventory with current labels, less all commissions and rebates paid to such IBO, provided the products are currently stocked and sold by LPGN, and are returned within one year of the initial purchase date, with freight and insurance prepaid. The Company shall deduct from the reimbursement paid to the IBO any commissions, bonuses, rebates or other incentives received by the IBO that were associated with the merchandise returned merchandise. To return inventory for refund, the IBO shall follow the procedure outlined in 7.4 of the LPGN Policies and Procedures. LPGN will not accept the return of individual items from a multiple-item kit or pack. The IBO shall allow a minimum of 10 days processing time from the date the products are received. All refunds will be tendered in the same form as the original payment. LPGN has no obligation to refund products verified as sold under the 70 percent rule as per section 5.1 of the Policies and Procedures. IBO's distributorship will be immediately cancelled upon issuance of the refund.

7.4 - Refused Products

If you order products and then refuse delivery, your order is subject to the 10 percent restocking fee and other procedures for returns herein and you will be charged for the return shipping costs.

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7.5 - Undelivered Products

If any order is returned back to us undelivered for the reasons other than Company's error, the order will be cancelled and the money will be refunded, subject to 10 percent restocking fee. There will be an additional charge for each delivery attempt as a result of an incorrect address or invalid phone number. These undelivered returns may include: insufficient address, no such number, no such address, moved & no forwarding address, unable to forward, unclaimed, attempted – not known, etc. The Shipping & Handling fee paid by the buyer on the order will not be refunded. If the order being returned is an Auto-Delivery order, the current Auto-Delivery schedule will be cancelled and the buyer is responsible for setting up a new Auto-Delivery schedule. LPGN is not responsible for loss of commission due to cancellation of the order.

7.6 - Credit Card Disputes

LifePharm Global Network request that its IBOs provide the Company with ample opportunity to resolve any outstanding issue(s) regarding charge(s) to an individual's credit card that they feel may not be accurate and or done in error. If an IBO initiates a credit card dispute, their account will be suspended and they will be ineligible to earn further commissions until the matter is resolved. The account will remain suspended until such time as the IBO rescinds the credit card dispute, however. LifePharm Global Network reserves the right to terminate any IBO who did not provide the company the opportunity to resolve the matter prior to initiating the credit card dispute.

SECTION 8 -- DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 - Ethics

LifePharm Global Network desires to provide its IBOs with the best products and services and Compensation Plan in the industry. Accordingly, LifePharm Global Network values constructive criticism and encourages the submission of written comments addressed to the LifePharm Global Network Compliance Department at Compliance@LifePharmGlobal.com.

Negative and disparaging comments or disruptive behavior by IBOs made to LifePharm Global Network in the field or at LifePharm Global Network meetings/events about the Company, its products or the Compensation Plan serve no purpose other than to dampen the enthusiasm of other LifePharm Global Network IBOs. LifePharm Global Network IBOs must not belittle LifePharm Global Network, other IBOs, LifePharm Global Network products or services, the Compensation Plan or LifePharm Global Network directors, officers or employees. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by LifePharm Global Network.

LifePharm Global Network endorses the following code of ethics:

1. A LifePharm Global Network IBO must show fairness, tolerance and respect to all people associated with LifePharm Global Network regardless of race, gender, social class or religion thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.
2. An IBO shall strive to resolve business issues, including situations with upline and downline IBOs, by emphasizing tact, sensitivity, good will and taking care to not create additional problems.
3. LifePharm Global Network IBOs must be honest, responsible, professional and conduct themselves with integrity.
4. LifePharm Global Network IBOs shall not make disparaging statements about LifePharm Global Network, other Independent Business Owners, LifePharm Global Network employees, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.

LifePharm Global Network may take appropriate action against an IBO if it determines in its sole discretion that an IBO's conduct is detrimental, disruptive or injurious to LifePharm Global Network or to other IBOs.

8.2 - Reporting Policy Violation

An IBO who observes a policy violation by another IBO should submit a written and signed letter (email will not be accepted unless it has an attached signed letter) of the violation directly to the LifePharm Global Network Corporate office with all communication being made to the attention of the Compliance Department. The letter shall set forth the details of the incident as follows:

1. The nature of the violation
2. Specific facts to support the allegations
3. Dates

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4. Number of occurrences
5. Persons involved
6. Supporting documentation attached

Once the matter has been presented to LifePharm Global Network, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.

8.3 - Exclusivity Claims with LifePharm Global Network

IBOs are prohibited from using a familial relationship to any founder, country manager or employee of LifePharm Global Network to promote either themselves or their IBO accounts. IBOs are prohibited from using their former employment at LifePharm Global Network to promote either themselves or their IBO accounts. IBOs may not allege or imply that the IBO has unique access or a special advantage with LifePharm Global Network executives or employees that other IBOs do not have. IBOs may not represent themselves as founders, country managers, employees, executives and etc. of LifePharm Global Network. IBOs doing business in a business name may use their personal name and picture in promotional literature or advertising. IBOs are discouraged from making excessive contact with LifePharm Global Network executives as doing so may lead to the assumption among other LifePharm Global Network IBOs that he or she is entitled to "special treatment" or has access to company information that others may not have access to. IBOs are encouraged to send issues, concerns or suggestions to the customer service team and it is at this point that the proper steps are followed to have any issues resolved prior to the involvement of any member of management.

8.4 - Circumvention of Policy

LifePharm Global Network Policies and Procedures are designed to protect IBOs and the Company from the adverse consequences of their violation. LifePharm Global Network may take disciplinary action up to and including termination of the IBO's Agreement against any IBOs who intentionally circumvent Policies and Procedures to accomplish indirectly what is prohibited directly. At its sole discretion, LifePharm Global Network has the right to adjust bonuses, commissions and/or the placement or status of an IBO or of those in the IBO's upline who were affected. The Policies and Procedures in this manual are not intended to give IBOs the right to enforce the policies against one another directly or to take any legal action against one another.

8.5 - Opportunity

LifePharm Global Network has the right to refuse enrollment to any person that is deemed to be detrimental to its opportunity or its culture based on behavior and or actions. LifePharm Global Network intends to offer its product(s) along with a Compensation Plan to those who will represent the LifePharm Global Network name in the best manner possible. It is the intention of LifePharm Global Network to establish itself as a world-class Company and expect its IBOs to be (professionally and personally) a reflection of this image it intends to portray.

8.6 - Disciplinary Sanctions

Violation of the Agreement or these Policies and Procedures, any common law duty (including but not limited to any applicable duty of loyalty), any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an IBO in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the IBO's LifePharm Global Network business), may result at the LifePharm Global Network discretion in one or more of the following disciplinary sanctions relative to the IBO:

- Issuance of a written warning or admonition;
- Requiring the IBO to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Suspension of the individual's IBO Agreement for one or more pay periods;
- Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of an IBO (which may subsequently be re-earned by the IBO);
- Transfer or removal of some or all of an IBO's downline from the offending IBO's Marketing Organization;
- Involuntary termination of the offending IBO's LifePharm Global Network account, website or website access;
- Any other measure expressly allowed within any provision of the Agreement or which LifePharm Global Network deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IBO's policy violation or contractual breach; or

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- Termination of membership.

During the period that LifePharm Global Network is investigating any conduct that is allegedly in violation of the Agreement the Company may withhold all or part of the IBO's bonuses and commissions. If an IBO's business is involuntarily terminated, the IBO will not be entitled to recover any commissions or bonuses withheld during the investigation period.

In situations deemed appropriate by LifePharm Global Network, the Company may institute legal proceedings for monetary and/or equitable relief.

8.7 - Grievances

If a LifePharm Global Network IBO has a grievance or complaint against another IBO (regarding any practice or conduct relating to their respective LifePharm Global Network businesses) he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, the IBO should seek assistance from his or her Upline, Leader or Sponsor. If the matter still cannot be resolved, it must be reported directly to the LifePharm Global Network Compliance Department as outlined below in this Section.

The LifePharm Global Network Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the IBOs involved.

LifePharm Global Network will confine its involvement to disputes regarding LifePharm Global Network business matters only. LifePharm Global Network will not decide issues that involve personality conflicts or unprofessional conduct by or between IBOs outside the context of a LifePharm Global Network business. These issues go beyond the scope of LifePharm Global Network and may not be used to justify a sponsor or placement change or a transfer to another LifePharm Global Network organization.

LifePharm Global Network does not consider, enforce or mediate third party agreements between IBOs, nor does it provide names, funding or advice for obtaining outside legal counsel.

Process for Grievances:

- A. The LifePharm Global Network IBO should submit a written letter of complaint directly to the LifePharm Global Network Compliance Department. The letter shall set forth the details of the incident as follows:
 1. The nature of the violation
 2. Specific facts to support the allegations
 3. Dates
 4. Number of occurrences
 5. Persons involved
 6. Supporting documentation attached
- B. Upon receipt of the written complaint, LifePharm Global Network will conduct an investigation according to the following procedures:
 1. The Compliance Department will send an acknowledgment of receipt to the complaining IBO.
 2. The Compliance Department will provide a verbal or written notice of the allegation to the IBO under investigation. If a written notice is sent to the IBO, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by LifePharm Global Network.
 3. The Compliance Department will thoroughly investigate the complaint and consider all the submitted information it deems relevant including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis and the length of time to reach a resolution will vary.
 4. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. IBO's calls, letters and requests for "progress reports" during the course of the investigation will not be answered or returned.
- C. LifePharm Global Network will make a final decision and timely notify the LifePharm Global Network IBOs involved.

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8.8 - Mediation

Prior to instituting arbitration pursuant to Section 8.9, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation under the mediation program of the American Arbitration Association.

The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Orange County, California and shall last no more than two business days.

8.9 - Arbitration

If mediation is unsuccessful, any disputes between an IBO and LifePharm Global Network shall be resolved exclusively by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. THE ARBITRATOR MAY AWARD, IN ADDITION TO DECLARATORY RELIEF, CONTRACT DAMAGES. LIFEPHARM GLOBAL AND IBO WAIVE THE RIGHT TO RECEIVE CONSEQUENTIAL AND PUNITIVE DAMAGES EXCEPT IN RELATION TO VIOLATIONS OF SECTIONS 4, 5, 6, 7, AND 8 OF THE IBO TERMS AND CONDITIONS. THE ARBITRATOR SHALL AWARD REASONABLE ATTORNEY FEES AND COSTS TO THE PREVAILING PARTY. An award rendered by the arbitrator may be entered in AND ENFORCED BY any court having jurisdiction thereof. IBOs waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Orange County, California.

8.10 - Governing Law, Jurisdiction and Venue

The law of the State of California shall govern all other matters relating to or arising from this Agreement.

SECTION 9 -- PAYMENT AND SHIPPING

9.1 - Correct Address and Contact Information

Banking information must match information in the LifePharm Global Network Virtual Office system. This applies for information for both personal and business IBOs. Personal accounts must list a first and last name. Business accounts must list a business name.

9.2 - Returned Checks

All checks returned by an IBO's bank for insufficient funds will be re-submitted for payment. A \$45.00 returned check fee will be charged to the IBO's account. After receiving a returned check from a customer or an IBO, all future orders must be paid by credit card, money order or cashier's check. Any outstanding balance owed to LifePharm Global Network by an IBO for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks or debited from the IBO's eWallet balance.

9.3 - Credit Card Chargebacks

IBOs will be responsible to pay a \$50.00 administrative fee for any chargeback they initiate, unless the charge in dispute is due to an LPGN error. Any unpaid administrative fee may cause their distributorship to be suspended or terminated.

SECTION 10 -- INACTIVITY, RECLASSIFICATION, AND CANCELLATION

10.1 - Effect of Cancellation

So long as an IBO remains active and complies with the terms of the IBO Agreement and these Policies and Procedures, LifePharm Global Network shall pay commissions to such IBO in accordance with the Compensation Plan. An IBO's bonuses and commissions constitute the entire consideration for the IBO's efforts in generating sales and all activities related to generating sales (including building a downline). Following an IBO's non-renewal of his or her IBO Agreement, cancellation for inactivity or voluntary or involuntary cancellation of his or her IBO Agreement (all of these methods are collectively referred to as "cancellation"), The former IBO shall have no right, title, claim or interest to the Marketing Organization that he or she operated or to the commissions or bonuses from the sales generated by the Marketing Organization. An IBO whose business is cancelled will lose all rights as an IBO. This includes the right to sell LifePharm Global Network products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the IBO's former Marketing Organization. In the event of cancellation, IBOs agree to waive all rights they may have, including but not limited to property rights, to their former Marketing Organization and to any

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bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Marketing Organization.

10.2 - Cancellation Due to Inactivity

If an IBO has not fulfilled the minimum personal sales requirements (as set forth in the Compensation Plan) for a period of six consecutive calendar months (and thus becomes "inactive"), his or her IBO Agreement may, at the discretion of the Company, be canceled for inactivity on the day following the last day of the sixth month of inactivity. Written notification of the cancellation will be provided to the terminated IBO by email. If an IBO is inactive for 12 consecutive months, his or her IBO Agreement will be automatically terminated without notification.

10.3 - Involuntary Cancellation

An IBO's violation of any of the terms of the Agreement, including any amendments that may be made by LifePharm Global Network in its sole discretion, may result in any of the sanctions listed in Section 8.6, including the involuntary cancellation of his or her IBO Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed or delivered to by an express courier to the IBO's last known address, email address, fax number or his or her attorney or when the IBO receives actual notice of cancellation, whichever occurs first.

LifePharm Global Network reserves the right to terminate all IBO Agreements upon 90 days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

10.4 - Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address and must include your name, address, and IBO ID Number. The written notice must also include your signature.

10.5 - Non-renewal

An IBO may also cancel his or her IBO Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew an IBO's Agreement upon its anniversary date.

SECTION 11 -- DEFINITIONS

Active IBO

IBO is considered to be "active" if he/she has placed an order in the preceding 30 days.

Affiliated Party

A shareholder, member, partner, manager, trustee or other parties with any ownership interest in or management responsibilities for a Business Entity.

Agreement

The contract between the Company and each IBO includes the IBO Application & Agreement, the LifePharm Global Network Policies and Procedures and the LifePharm Global Network Compensation Plan all in their current form and as amended by LifePharm Global Network in its sole discretion. These documents are collectively referred to as the "Agreement."

Auto-Delivery

A program that automatically ships product(s) to you.

Commissionable Volume (CV)

The point value of products sold and is used to calculate commissions from your downline.

Customer

End consumers of the product including your retail Customers and Preferred Customers.

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Downline Leg

Each one of the IBOs enrolled immediately underneath you and their respective downline represents one “leg” in your Marketing Organization.

Enrollee

A person who is being enrolled to become an IBO.

Group Volume

The commissionable value of LifePharm Global Network products or services sold by an IBO’s Marketing Organization. Group Volume does not include the Personal Volume of the subject IBO. (Business Success Starter Kits and sales aids have no Sales Volume).

Household

Spouses and dependent children living at or doing business at the same address.

Business Success Starter Kit

Any person wishing to become an LPGN IBO will be required to pay \$29.95 for a Business Success Starter Kit, which allows them access to the LPGN Virtual Office and LPGN Replicated website.

Level

The layers of downline Customers and IBOs in a particular IBOs Marketing Organization. This term refers to the relationship of an IBO relative to a particular upline IBO determined by the number of IBOs between them who are related by enrollment. For example, if A enrolls B, who enrolls C, who enrolls D, who enrolls E, then E is on A’s fourth level.

Marketing Organization

The Customers and IBOs enrolled below a particular IBO.

Official LifePharm Global Network Material

Literature, audio or video tapes, websites and other materials developed, printed, published and/or distributed by LifePharm Global Network to IBOs.

Personal Volume (PV)

The point value of products and services sold or personally consumed by an IBO in a calendar month used for bonus qualifications.

Rank

Once an IBO achieves a rank, he/she will always be “recognized” at the highest rank he/she has achieved even if he/she does not continue to meet the performance requirements for that rank. Having a rank is not a guarantee of any commission or bonuses as they relate to that rank. IBO must meet specific requirements for each rank in order to be paid on commissions and bonuses.

Recruit/Cross Recruit

For purposes of the LifePharm Global Network Conflict of Interest Policy (Section 3.4), the term “Recruit” means the actual or attempted enrollment, solicitation, encouragement or effort to influence either directly, indirectly or through a third party another LifePharm Global Network IBO or Customer to enroll or participate in another multilevel network marketing or direct sales opportunity.

Resalable

Products and sales aids shall be deemed “resalable” if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) it is returned to LifePharm Global Network within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued or as a seasonal item shall not be deemed resaleable.

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Retail Customer

An individual who purchases LifePharm Global Network products from an IBO but who is not a participant in the LifePharm Global Network Compensation Plan.

Retail Sales

Sales to a Retail Customer.

Sponsor

An IBO who enrolls a new person to become an IBO of the Company and is listed as the Enroller on the IBO Application & Agreement.

Termination of an Independent Business Owner's business.

Cancellation may be either voluntary or involuntary through non-renewal or inactivity.

Upline

This term refers to the IBO or IBOs above a particular IBO in an enrollment line up to the Company. Conversely stated, it is the line of enrollers that links any particular IBO to the Company.

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