

POLICIES

1. Introductions

1.1 Mutual Commitment Statement

Genetic LifeSpan Inc. (“Genetic LifeSpan” or the “Company”) is a direct selling company marketing wellness products and Immune Cell Blood Storage to clients through Affiliate/Associates.

- A. In the spirit of mutual respect and understanding, Genetic LifeSpan is committed to:
1. Provide prompt, professional and courteous service and communications to all of its Affiliate/Associates and clients;
 2. Provide the highest quality products, at fair and reasonable prices;
 3. Exchange or refund the purchase price of any product as provided in our Client Return Policy as referred to in Section 6;
 4. Deliver orders promptly and accurately;
 5. Pay commissions accurately and on a timely basis;
 6. Expedite orders if an error or unreasonable delay occurs;
 7. Roll out new products with Affiliate/Associate input;
 8. Implement changes in the Compensation Plan or Policies and Procedures that affect the Affiliate/Associate with input from the Affiliate/Associates;
 9. Support, protect and defend the integrity of the Genetic LifeSpan Income Opportunity;
 10. Offer Affiliate/Associates an opportunity to grow with Genetic LifeSpan with such growth guided by the principles of Servant Leadership.
- B. In return, Genetic LifeSpan expects that its Affiliate/Associates will:
1. Conduct themselves in a professional, honest, and considerate manner;
 2. Present Genetic LifeSpan corporate and

product information in an accurate and professional manner;

3. Present the Compensation Plan and Return Policy in a complete and accurate manner;
4. Not make exaggerated income and product claims. An Affiliate/Associate shall never imply that any of the Genetic LifeSpan products are designed to prevent, treat, cure or mitigate any diseases. Health claims related to various diseases will not be acceptable.
5. Make reasonable efforts to support and train Affiliate/Associates and clients in their down-line;
6. Not engage in cross-line sponsoring, unhealthy competition or unethical business practices;
7. Provide positive guidance and training to Affiliate/Associates and clients in their down-line while exercising caution to avoid interference with other down-lines.
8. Support, protect, and defend the integrity of the Genetic LifeSpan Income Opportunity;
9. Accurately complete and submit the Affiliate/Associate Agreement and any requested supporting documentation in a timely manner.

Strictly adhere to all privacy policies with respect to protection of confidential and private data.

1.2 Genetic LifeSpan Policies and Compensation Plan Inclusions

- A. Throughout these policies, when the term “Agreement” is used, it collectively refers to the:
- i Genetic LifeSpan Affiliate/Associate Agreement
 - ii Terms and Conditions
 - iii Policies and Procedures
 - iv The Genetic LifeSpan Compensation Plan
- B. It is the responsibility of the sponsoring Affiliate/

Associate to provide the most current version of these Policies and Procedures (available on the Genetic LifeSpan Website) and the Genetic LifeSpan Compensation Plan to each applicant prior to his or her execution of an Affiliate/ Associate Agreement.

1.3 Purpose of Policies

- A. Genetic LifeSpan is a direct sales company that markets products and services through independent business owners referred to as Affiliate/Associates. To clearly define the relationship that exists between Affiliate/ Associates and Genetic LifeSpan, and to explicitly set a standard for acceptable business conduct, Genetic LifeSpan has established these Policies and Procedures.
- B. Genetic LifeSpan Affiliate/Associates are required to comply with:
 - 1. All of the Terms of Agreement set forth in the Affiliate/Associate Agreement, which Genetic LifeSpan may amend in its sole discretion in the cooperative spirit of the Genetic LifeSpan culture;
 - 2. All Federal, state, provincial, territorial, and local laws governing his or her Genetic LifeSpan business;
 - 3. These Policies and Procedures;
All privacy policies with respect to protection of confidential and private data
 - 4. Compensation Plan.
- C. Genetic LifeSpan Affiliate/Associates must review the information in these Policies and Procedures carefully. Should an Affiliate/Associate have any questions regarding a policy or rule, the Affiliate/ Associate is encouraged to seek an answer from his or her sponsor or any other upline Affiliate/ Associate. If further clarification is needed the Affiliate/Associate may contact Genetic LifeSpan Affiliate/Associate Services:

By phone: **1-888-808-8276**

By e-mail: **Compliance@GeneticLifeSpan.com**

1.4 Changes, Amendments, and Modifications

- A. Because federal, state, and local laws, as well as the business environment, periodically change, Genetic LifeSpan reserves the right to amend various sections of this Agreement and the prices in its Genetic LifeSpan Product Price listed on the official website in its sole and absolute discretion. Because these Policies

and Procedures are regularly updated, it is the obligation of the Genetic LifeSpan Affiliate/ Associate to regularly review the online Policies and Procedures to comply with its terms.

This provision does NOT apply to the Dispute Resolution sections found in Section 13, which can only be modified via mutual consent.

Notification of amendments shall appear in Official Genetic LifeSpan materials.

- B. Any such amendment, change, or modification shall be effective immediately upon notice by posting on the official Genetic LifeSpan Website.
- C. Once an Affiliate/Associate accepts his or her commissions, this affirms acceptance of the changes, amendments and modifications.

1.5 Delays

Genetic LifeSpan shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective as of February 1, 2024 and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and Procedures”), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

2. Basic Principles

2.1 Becoming a Genetic LifeSpan Affiliate/ Associate

- A. To become an Affiliate/Associate, an applicant must comply with the following requirements:
 - 1. Be of the age of majority (not a minor) in his or her state of residence;
 - 2. Have a valid Social Security Number, Federal Tax ID Number, Taxpayer Identification Number (TIN) or Social Insurance Number (SIN);
 - 3. Submit a properly completed and executed Affiliate/Associate Agreement to Genetic LifeSpan either online or on a paper application;
 - 4. Not be a Genetic LifeSpan employee.

2.2 Rights Granted

- A. Genetic LifeSpan hereby grants to the Affiliate/ Associate a non-exclusive right, based upon the terms and conditions contained in the Affiliate/ Associate Agreement and these Policies and Procedures, to:
1. Purchase Genetic LifeSpan products and services
 2. Promote and sell Genetic LifeSpan products and services.
 3. Sponsor new Affiliate/Associates and clients in the United States, and in countries where Genetic LifeSpan may become established after the effective date of these Policies and Procedures.

2.3 Identification Numbers

- A. Each Affiliate/Associate is required to provide his or her Social Security Number, or Federal Tax Identification Number once commission qualified. Genetic LifeSpan reserves the right to withhold commission payments from any Affiliate/Associate who fails to provide such information or who provides false information.
- B. Upon enrollment, Genetic LifeSpan will provide a Genetic LifeSpan Identification Number to the Affiliate/Associate. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.4 The Affiliate/Associate Lifecycle

The following explains the series of stages an Affiliate/Associate can pass through during their time with Genetic LifeSpan. An Affiliate/Associate starts as **ACTIVE** and can sell product and services, grow their organization and reap the rewards of their work in the form of commissions and bonuses.

If the Affiliate/Associate becomes nonactive for any reason, a process begins over the course of several months that terminates various services and options for the Affiliate/Associate and changes the organization of the tree around their position held.

This section explains the details of those steps.

ACTIVE – An Affiliate/Associate in **ACTIVE** status can receive commissions and bonuses, as well as have access to the replicated websites and their Virtual Office. The Affiliate/Associate’s status is reevaluated each month. In order to be considered fully active for a given month, an Affiliate/Associate must:

- i Have had PV (Personal Volume) over 0 in

the current or previous calendar month. PV is accumulated through sales from the Affiliate/Associate’s frontline client purchases and the Affiliate/Associate’s personal purchases.

NOTE: Commission override eligibility will be based on rank title achieved, corresponding PV, etc. See compensation plan for full details.

- i Be in good standing with Compliance.
- ii Have no chargebacks against their credit card.

ACTIVE WITH COMPLIANCE ISSUE – If an Affiliate/ Associate is not in good standing with Compliance, they will NOT have access to their replicate website or Virtual Office. Depending on the issue, they may also have their bonuses and commissions withheld. Commissions and bonuses for the Affiliate/ Associate will still be computed as if they were fully active but they may not be actually paid out. The upline gets their normal commissions.

INACTIVE BY REQUEST – The Affiliate/Associate has asked to inactivate or ‘cancel’ their account as they no longer wish to be in the business. Affiliate/ Associates will become inactive on the day their request is received/processed by Genetic LifeSpan. The organization will physically “roll up” to the next **ACTIVE** or **INACTIVE** Affiliate/Associate on the first day of the 7th month, see “**CANCELLED**” for details. Doing this will cancel all active Autoship orders under that Affiliate/Associate account, inactivate replicated sites, and disable Genetic LifeSpan.com Shopping Manager. PV will not reactivate accounts in this status.

TERMINATED – The Affiliate/Associate has been set to the status of terminated by Genetic LifeSpan for a policy violation. The Affiliate/Associate will become terminated on the day that Genetic LifeSpan deactivates them. Unlike inactive and cancelled, those with a terminated status are not visible in the Virtual Office of any of the upline. Organization will “roll up” at the end of the calendar month, see roll up described under “**CANCELLED**” for details.

INACTIVE – The Affiliate/Associate has been set to the status of inactive because they failed to have any PV in the current or previous month and will automatically be set to inactive on the first day of the following month. NOTE: The first month of 0 PV will be recognized as the first month of inactivity.

The Inactive Affiliate/Associate will:

- i Have all personal and business information remain in the system in case they wish to reactivate.

- ï Not earn any commissions or bonuses for the month in which they deactivate or any following months.
- ï Be paid commissions for any previous month weeks during which they were active even if the commission payment date comes after their deactivation date.
- ï Retain access to their MassPay account, replicated websites, Virtual Office, and other Genetic LifeSpan services while they remain in this status. In the immediate month that one does not accumulate any PV, that person remains active until the month closes. Once that month has closed, they are then set to inactive status for the month they did not have the PV, and this month is considered month (1) of inactivity. While in inactivity, the following happens:
 - ï The inactive Affiliate/Associate is ignored as a level for purposes of determining rank advancements in their upline.
 - ï The inactive Affiliate/Associate is ignored as a level when computing bonuses or overrides in the commission run
 - ï The inactive Affiliate/Associate is still considered in place when looking at legs for the computation of cycles.

REACTIVATION – An Affiliate/Associate who has become inactive can remain in inactive status for (6) six calendar months. During those six months, their information will be retained in the system and unaltered. They may reactivate themselves by going to their previous website address (i.e., imun.bio/webalias) and either enrolling a client or personally purchasing product through their Virtual Office, so that they now have PV. They will reactivate with the same Affiliate/Associate ID, with the same rank and in the same place in the tree as they were. Their status will be set back to **ACTIVE**.

CANCELLED – After (6) six sequential months of inactivity (0 PV), the Affiliate/Associate’s status is automatically moved to CANCELLED status on the first day (12:00AM CT) of the 7th month after inactivity. The Affiliate/Associate may still reactivate with their downline intact up to the end of the 6th full Calendar month of Inactivity (0 PV). Below are the steps taken upon move to Cancelled Status.

- ï Their credit card information is removed from the system.
- ï Their tax ID and sufficient records will be retained for historical purposes and to be able to generate a 1099 at year end.
- ï Any Genetic LifeSpan related subscriptions are terminated.

- ï Commission status is changed to “on hold.”

Previous Affiliate/Associates wishing to Enroll As A New Affiliate/Associate.

A previous Affiliate/Associate who wishes to enroll as a New Affiliate/Associate with access to New Affiliate/Associate incentives and product offers must have a Cancelled Status on their previous Affiliate/Associate account before enrolling as a New Affiliate/Associate. When their previous account has been placed in Cancelled Status, they may enroll as a New Affiliate/Associate as well as enroll under a sponsor of their own choosing.

If you are dissatisfied for any reason with your upline and would like to move to a different upline, these same rules apply. You must be inactive for six months before re-enrolling, as a new Affiliate/Associate, under a new and/or same sponsor. If you create a new account before six months, your new account will be cancelled, and you’ll only be able to do the business under your original account. Duplicate accounts are prohibited. At the time of enrollment, you must have a valid SSN/TIN.

- ï **In Network Tree:** Any frontline Affiliate/Associates in the In Network Tree, and their organization, of the CANCELLED Affiliate/Associate will “roll up” to the first ACTIVE or INACTIVE upline Affiliate/Associate. This includes personally sponsored clients.
- ï **Out of Network Tree:** Any frontline Affiliate/Associates in the Out of Network Tree, and their organization, of the CANCELLED Affiliate/Associate will “roll up” to the first ACTIVE or INACTIVE upline Affiliate/Associate. This includes personally sponsored clients.
- ï After (6) months of inactivity, SSN/TIN is excluded from duplicate check, enabling someone who has been out of the business for six months or more to re-enroll where they choose.

Client Lifecycle

The following explains the series of stages that a client can pass through during their time with Genetic LifeSpan. A client starts as ACTIVE and can purchase product, and depending on their client type, be eligible for benefits like Client G3 and potential future programs.

If certain client types become nonactive for any reason, a process begins over the course of several months that terminates various services and options for that client.

This section explains the details of those steps.

ACTIVE - A client in ACTIVE status will show as active in upline reporting. So long as they are a Preferred or Retail Client, they can log into their dashboard and make purchases when they choose, or if they are a Preferred Client (on autoship), they can adjust their

autoship date up to (60) days later. Activity applies to the following client types in the following ways:

- ï **Preferred Client:** Have an active autoship. If they do not have an active autoship, they are switched to Retail Client.
- ï **Retail Client:** Must have generated BV over 0 for THAT calendar month.

TERMINATED – The client has been set to the status of terminated by Genetic LifeSpan for a policy violation. The client will become terminated on the day that Genetic LifeSpan deactivates them. They are not viewable in reporting after this point.

INACTIVE - Inactivity is applied to the below client types in the following ways:

- ï Retail Client: Are inactive until they have generated BV with an order for that calendar month. (This applies to Product purchasing Clients, not Blood Banking Clients.)

The inactive client will:

- ï Have all information remain in the system so they can purchase in the future.
- ï Retain access to their Dashboard and Autoship Manager.
- ï Stay in communication queue specialized for this client status.
- ï A Retail Client may reactivate themselves by logging into their Dashboard and making an order that contains BV.
- ï A Retail Client will convert back to a Preferred Client by logging into their Dashboard and activating/creating a new Autoship.

REACTIVATION

- ï A Retail Client may reactivate themselves by logging into their Dashboard and making an order that contains BV.
- ï A Retail Client will convert back to a Preferred Client by logging into their Dashboard and activating/creating a new Autoship.

CANCELLED – See below on when each client type goes into cancelled status: (This applies to Product purchasing Clients, not Blood Banking Clients.)

- ï Retail Client – after (12) months of consecutive inactivity
- ï Once in cancelled status, Client will have:
- ï Their credit card information removed from the system.

- ï Any Genetic LifeSpan related subscriptions terminated.
- ï Name and email removal from all Genetic LifeSpan communication campaigns.
- ï All to be performed in the immediate calendar month following their inactive by request or cancellation.

2.5 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity”) may apply to be a Genetic LifeSpan Affiliate/ Associate. This Affiliate/Associate business and position will remain temporarily “On Hold” until the proper documents are submitted. The entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate trust documents. Genetic LifeSpan must receive these documents within 14 days from the date the Affiliate/Associate Agreement was signed. In the event that the proper documentation is not submitted, Genetic LifeSpan will hold commissions until the paperwork has been submitted.
- B. A Genetic LifeSpan Affiliate/Associate may change its status under the same sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.
- C. An Affiliate/Associate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Genetic LifeSpan business.

2.6 Independent Business Relationship; Indemnification for Actions

- A. The Genetic LifeSpan Affiliate/Associate is an independent contractor, and not a purchaser of a franchise or income opportunity. Therefore, each Affiliate/Associate’s success depends on his or her independent efforts.
- B. The agreement between Genetic LifeSpan and its Affiliate/Associates does not create an employer/employee relationship, agency, partnership, or joint venture between Genetic LifeSpan and the Affiliate/Associate.
- C. A Genetic LifeSpan Affiliate/Associate shall not be treated as an employee of Genetic LifeSpan for any purposes, including, without limitation, for Federal, state, or provincial tax purposes. All

Affiliate/Associates are responsible for paying local, state, provincial, and Federal taxes due from all compensation earned as an Affiliate/ Associate of Genetic LifeSpan. Any other compensation received by Affiliate/Associates from Genetic LifeSpan will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Affiliate/ Associate has no express or implied authority to bind Genetic LifeSpan to any obligation or to make any commitments by or on behalf of Genetic LifeSpan.

- D. The Genetic LifeSpan Affiliate/Associate is fully responsible for all of his or her verbal and written communications made regarding Genetic LifeSpan products, services, and the compensation plan that are not expressly contained within official Genetic LifeSpan materials. Affiliate/Associates shall indemnify and hold harmless Genetic LifeSpan, its directors, officers, employees, and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Genetic LifeSpan as a result of the Affiliate/Associate's unauthorized representations or actions. This Provision shall survive the termination of the Genetic LifeSpan Affiliate/Associate Agreement.

2.7 Insurance

Genetic LifeSpan encourages Affiliate/Associates to consider a commercial general liability insurance coverage for their business. A homeowner's insurance policy does not cover business related injuries, or the theft of, or damage to inventory or business equipment. Genetic LifeSpan Affiliate/ Associates need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

2.8 Errors or Questions

If an Affiliate/Associate has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, Genetic LifeSpan encourages the Affiliate/Associate to bring it to our attention so we may address the potential error immediately. The Affiliate/Associate must notify Genetic LifeSpan in writing within 30 days of the date of the error or incident in question. Genetic LifeSpan reserves the right at its sole discretion to address such errors, omissions or problems not reported within 30 days shall be deemed waived by the Affiliate/Associate.

3. Genetic LifeSpan's Affiliate/ Associate Responsibilities

3.1 Correct Addresses

- A. It is the responsibility of the Affiliate/Associate or client to make sure that Genetic LifeSpan has the correct shipping address before any orders are shipped.
- B. An Affiliate/Associate or client may be assessed a shipping fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

- A. Any Genetic LifeSpan Affiliate/Associate who sponsors another Affiliate/Associate into Genetic LifeSpan must perform an authentic assistance and training function to ensure his or her down-line is properly operating his or her Genetic LifeSpan business. Sponsoring Affiliate/ Associates should have ongoing contact and communication with the Affiliate/Associates in their down-line organizations. Examples of communication may include but are not limited to: newsletters, written correspondence, telephone contact, team calls, voice-mail, e-mail, personal meetings, accompaniment of downline Affiliate/Associates to Genetic LifeSpan meetings and training sessions and any other related functions.
- B. A sponsoring Genetic LifeSpan Affiliate/Associate should monitor the Affiliate/Associates in his or her down-line organizations to ensure that down-line Affiliate/Associates do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Affiliate/Associate should be able to provide documented support to Genetic LifeSpan of his or her ongoing fulfillment of the responsibilities of a sponsor.
- C. Upline Affiliate/Associates are encouraged to motivate and train new Affiliate/Associates about Genetic LifeSpan's products effective sales techniques, the Genetic LifeSpan Compensation Plan and compliance with company Policies and Procedures.
- D. Genetic LifeSpan's program is built upon retail sales of product and services to the ultimate consumer. Marketing product is a required activity in Genetic LifeSpan and must be emphasized in all recruiting presentations. Affiliate/Associates must fulfill published personal and down-line retail sales

requirements to qualify for bonuses, overrides or advancements.

- E. We emphasize and encourage all Affiliate/Associates to sell Genetic LifeSpan's products and services to clients.
- F. Genetic LifeSpan Affiliate/Associates are not permitted to create marketing tools and are required to use only company provided tools. Affiliate/Associates may be permitted to create their own marketing tools, but must submit all written sales aids, promotional materials, advertisements, and other literature including websites to the Company for Company's authorization prior to use. Unless the Affiliate/Associate receives specific written authorization to use the material, the request shall be deemed denied. Affiliate/Associates whose personal website requests receive an approval from the Genetic LifeSpan Compliance Department, will require a yearly review and carry a fee of \$100.00. The fee will be assessed immediately following each review.

3.3 Constructive Criticism; Ethics

- A. Genetic LifeSpan desires to provide its Affiliate/Associates with the best products and Compensation Plan in the industry. Accordingly, Genetic LifeSpan values constructive criticism and encourages the submission of written comments addressed to Genetic LifeSpan Compliance department that specifically relates to Compliance. Other issues relating to client service may be directed to clientservices@GeneticLifeSpan.com.
- B. Negative or disparaging comments, whether written or spoken, about Genetic LifeSpan's leadership, its employees, its Affiliate/Associates, its business, its products, or its Compensation Plan, by present or past Affiliate/Associates, serve no purpose other than to dampen the enthusiasm of active Genetic LifeSpan Affiliate/Associates and to interfere with the productivity of Genetic LifeSpan's business and the business of its Affiliate/Associates. If a present or past Affiliate/Associate engages in such conduct, he or she may be placed on a compliance and commissions hold, or terminated. Genetic LifeSpan may pursue legal action against the offending party. Further, if the offending party has family members of any relation who are active Affiliates/Associates of Genetic LifeSpan, depending upon the severity of the infraction, all family members of the offender may be placed on a commission or compliance hold until such negative or disparaging comments cease and

are retracted. If such conduct continues, all active Genetic LifeSpan Affiliates/Associates who are in any way related to the offending party may be terminated in Genetic LifeSpan's sole discretion as a means of requiring compliance with this provision. Genetic LifeSpan has zero tolerance for such negativity.

- C. Genetic LifeSpan endorses the following principles:
 - 1. A Genetic LifeSpan Affiliate/Associate must show fairness, tolerance, and respect to all people associated with Genetic LifeSpan, regardless of race, gender, social class or religion, thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.
 - 2. An Affiliate/Associate shall strive to resolve business issues, including situations with upline and down-line Affiliate/Associates, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
 - 3. Genetic LifeSpan Affiliate/Associates shall not make disparaging, negative, untrue or misleading statements about Genetic LifeSpan, other Affiliate/Associates, Genetic LifeSpan employees, products, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others. Genetic LifeSpan may take appropriate action against an Affiliate/Associate if it determines, in its sole discretion, that an Affiliate/Associate's conduct is detrimental, disruptive, or injurious to Genetic LifeSpan or to other Affiliate/Associates.

3.4 Reporting Policy Violation

- A. An Affiliate/Associate who observes a policy violation by another Affiliate/Associate or would like to file a grievance, should submit a written and signed letter or e-mail of the violation directly to the Genetic LifeSpan Corporate office, Compliance Department at Compliance@GeneticLifeSpan.com. 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

- B. Once the matter has been presented to Genetic LifeSpan, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.

3.5 Sponsorship

- A. The sponsor is the person who introduces an Affiliate/Associate or client to Genetic LifeSpan, helps them complete their enrollment, and supports and trains those in their down-line.
- B. Genetic LifeSpan recognizes the sponsor as the name(s) shown on the first:
 - 1. Physically signed Genetic LifeSpan Affiliate/Associate Agreement on file or
 - 2. Electronically signed Affiliate/Associate Agreement from a website or a Genetic LifeSpan Affiliate/Associate's website.
- C. Genetic LifeSpan recognizes that each new prospect has the right to ultimately choose his or her own sponsor, but Genetic LifeSpan will not allow Affiliate/Associates to engage in unethical sponsoring activities.
- D. All active Affiliate/Associates in good standing have the right to sponsor and enroll others into Genetic LifeSpan.

3.6 Crossline Sponsoring Prohibition

- A. "Cross-line sponsoring" is defined as the enrollment into a different line of sponsorship of an individual, or business entity that already has a signed Affiliate/Associate Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is suspected, a fair and honest investigation will be opened by Genetic LifeSpan. If cross-line sponsoring is verified, actions will be deemed by Genetic LifeSpan once the investigation has been concluded. Genetic LifeSpan may restore the cross sponsored person with their entire down-line back to the original sponsor.
- B. The use of a spouse (not already enrolled) or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.
- C. Cross Sponsoring also includes the recruiting or attempts to recruit the spouse of an already enrolled Affiliate/Associate who does not have their own individual Genetic LifeSpan account. Affiliates/Associates who directly or indirectly attempt to circumvent this portion of policy will

be subject to action on behalf of the Genetic LifeSpan Compliance Department.

3.7 Adherence to the Genetic LifeSpan Compensation Plan

- A. An Affiliate/Associate must adhere to the terms of the Genetic LifeSpan Compensation Plan as set forth in these Policies and Procedures as well as in official Genetic LifeSpan literature. Deviation from the Compensation Plan is prohibited.
- B. An Affiliate/Associate shall not offer the Genetic LifeSpan opportunity through, or in combination with, any other system, program, co-ops, or method of marketing other than that specifically set forth in official Genetic LifeSpan literature.
- C. An Affiliate/Associate shall not require or encourage a current or prospective client or Affiliate/Associate to participate in Genetic LifeSpan in any manner that varies from the Compensation Plan as set forth in official Genetic LifeSpan literature.
- D. An Affiliate/Associate shall not require or encourage a current or prospective client or Affiliate/Associate to make a purchase from or payment to any individual or other entity as a condition to participating in the Genetic LifeSpan Compensation Plan, other than such purchases or payments required to naturally build their business.

3.8 Adherence to Laws and Ordinances

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Affiliate/Associates because of the nature of the business. However, Affiliate/Associates must check their local laws and obey the laws that do apply to them.
- B. A Genetic LifeSpan Affiliate/Associate shall comply with all Federal, state, and local laws and regulations in their conduct of his or her Genetic LifeSpan business.

3.9 Compliance with Applicable Income Tax Laws

In order to receive any payment, you must provide your SSN or FEIN.

- A. Genetic LifeSpan will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US

Affiliate/Associate whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Genetic LifeSpan products for resale or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Affiliate/Associate, and a minimum charge of \$20 may be assessed by Genetic LifeSpan. Canadian T-4's will be sent to Affiliate/Associates who earn more than \$500 or who received trips, prizes, or awards valued at \$500 or more. Genetic LifeSpan Affiliate/Associates are responsible for the payment of taxes on these trips, prizes, or awards provided to them by Genetic LifeSpan.

- B. An Affiliate/Associate accepts sole responsibility for and agrees to pay all Federal, state, provincial and local taxes on any income generated as an Affiliate/Associate, and further agrees to indemnify Genetic LifeSpan from any failure to pay such tax amounts when due.¹¹
- C. If an Affiliate/Associate's business is tax exempt, the Federal Tax Identification number must be provided to Genetic LifeSpan in writing.
- D. Genetic LifeSpan encourages all Affiliate/Associates to consult with a tax advisor for additional information for their business and to pay quarterly taxes as required by the IRS.

3.10 One Genetic LifeSpan Business per Affiliate/Associate

- A. An Affiliate/Associate may operate or have an ownership, or beneficial interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Genetic LifeSpan business. No individual may have, operate or receive compensation from more than one Genetic LifeSpan business. Genetic LifeSpan recognizes spouses individually, therefore, each individual is permitted to own a separate account, however. The accounts must be sponsored by one or the other and be within the same organization.

3.11 Actions of Household Members or Affiliated Parties

If any member of an Affiliate/Associate's immediate household engages in any activity which, if performed by the Affiliate/Associate, would violate any provision of the Agreement, such activity will be deemed unethical. Genetic LifeSpan will proceed with a fair and honest investigation to ensure correct practices regarding the Policies

and Procedures and may take disciplinary action pursuant to these Policies and Procedures against the Affiliate/Associate. Individuals of the same Household may not enter into or have a beneficial interest in more than one Genetic LifeSpan Affiliate/Associate position. "Beneficial interest" includes but is not limited to sharing bank accounts or account details where commissions are paid to. A "Household" is defined as all individuals who are living at or doing business at the same address, and who are related by marriage, domestic partnership, or who are living together as a family unit or in a family-like setting. Exceptions may be allowed for specific circumstances where non-spouse adults reside at the same address, however. All Genetic LifeSpan Affiliates/Associates who share the same address must be within the same line of sponsorship.

3.12 Solicitation for Other Companies or Products

- A. A Genetic LifeSpan Affiliate/Associate may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the term of this Agreement and for two years thereafter, a Genetic LifeSpan Affiliate/Associate must refrain from sponsoring or recruiting a Genetic LifeSpan Affiliate/Associate or client for any other direct sales or network marketing business.
- B. The term "recruit" above means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Affiliate/Associate or Client to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Affiliate/Associate's actions are in response to an inquiry made by another Affiliate/Associate or Client.
- C. Due to the visibility and influence of our higher-ranking Affiliate/Associates, Genetic LifeSpan Affiliate/Associates who achieve the 6 Star Executive Associates rank and higher in the US and Canada agree not to actively promote any network marketing opportunity, direct sales, or party plan company, regardless if the company sells competing products or not. 6 Star Executive Associates and higher in the US and Canada are not required to relinquish their income from any other opportunity they may be involved with. However, Affiliates/Associates who achieve the 6 Star Executive Affiliate/Associate rank and higher in the US and Canada may not be featured in

other company promotional material, including but not limited to company videos, on-stage presentations, and or awards ceremonies, promotional ads, or flyers, leadership calls, etc. Any breach of this section could lead to the immediate suspension and or termination of your Genetic LifeSpan account.

- D. During the term of this Agreement and for a period of two years thereafter, any Genetic LifeSpan Affiliate/Associate must not sell, or entice others to sell, any competing products including training materials, to Genetic LifeSpan Clients or Affiliate/Associates. Any product or service in the same category as a Genetic LifeSpan product is deemed to be competing (i.e., any competing product regardless of differences in cost or quality.)
- E. A Genetic LifeSpan Affiliate/Associate may not offer any non- Genetic LifeSpan opportunity or products at any Genetic LifeSpan related meeting, seminar or convention, or immediately following a Genetic LifeSpan event.
- F. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Genetic LifeSpan and its Affiliate/Associates and would inflict irreparable harm on Genetic LifeSpan. In such event, Genetic LifeSpan may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Affiliate/Associate or such Affiliate/Associate's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.13 Presentation of the Genetic LifeSpan Opportunity

- A. In presenting the Genetic LifeSpan opportunity to potential clients and Affiliate/Associates, an Affiliate/Associate is required to comply with the following provisions:
 - 1. An Affiliate/Associate shall not misquote or omit any significant material fact about the Compensation Plan.
 - 2. An Affiliate/Associate shall make it clear that the Compensation Plan is based upon sales of Genetic LifeSpan products.
 - 3. An Affiliate/Associate shall make it clear that success can be achieved only through substantial independent efforts.
 - 4. A Genetic LifeSpan Affiliate/Associate shall not make unauthorized income projections,

claims, or guarantees while presenting or discussing the Genetic LifeSpan opportunity or Compensation Plan to prospective Affiliate/Associates or clients.

- 5. An Affiliate/Associate may not make any claims regarding any products offered by Genetic LifeSpan, except those contained in official Genetic LifeSpan literature.
- 6. When discussing or promoting Genetic LifeSpan products, Associates/Affiliates may make only those representations found in literature published by Genetic LifeSpan. You may also state that the products are safe when used as directed on the product labels. You may not state that any Genetic LifeSpan product has been authorized by the U.S. Food and Drug Administration. The Affiliate/ Associate agrees not to sell any unsealed product or dispense any products in self-created packaging.
- 7. Statements suggesting that Genetic LifeSpan products can be used to treat or remedy any illness, disease or medical condition are prohibited and shall be grounds for suspension or termination of your Affiliate/ Associate position, at the sole discretion of Genetic LifeSpan.
- 8. An Affiliate/Associate may not use official Genetic LifeSpan material to promote the Genetic LifeSpan income opportunity in any country where Genetic LifeSpan has not opened that country officially for business.
- 9. In an effort to conduct best business practices, Genetic LifeSpan has developed the Income Disclosure Statement ("IDS"). The Genetic LifeSpan IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Genetic LifeSpan Affiliate/Associates earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Affiliate/Associates.

A copy or link to the IDS must be presented to a prospective Affiliate/Associate anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "income claim") include: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of "statements of non-average

earnings” include, “Our number one Affiliate/ Associate earned over a million dollars last year” or “Our average ranking Affiliate/Associate makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher ranking Affiliate/Associates is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

3.14 Sales of Genetic LifeSpan Products

- A. Genetic LifeSpan Affiliate/Associates may purchase Genetic LifeSpan products (the “Products”) and then re-sell them. Genetic LifeSpan will provide suggested selling prices and Affiliates/Associates agree to not sell Genetic LifeSpan products below the Wholesale Price (determined by Genetic LifeSpan) under any circumstances.

There are no exclusive territories granted to anyone. No franchise fees are applicable to a Genetic LifeSpan business.

- B. The Genetic LifeSpan program is built on sales to end-user clients. Genetic LifeSpan encourages its Affiliate/Associates to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to end-users for their ultimate consumption. Affiliate/Associates must never attempt to influence any other Affiliate/Associate to buy more products than they can reasonably use or sell to end-user clients in a month.
- C. Each Genetic LifeSpan Affiliate/Associate commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such if demanded by the Company. Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited. Genetic LifeSpan retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.
- D. All Affiliate/Associates shall sell the Products solely to end-user clients. Independent Affiliates/ Associates are prohibited from selling or transferring the Products to any person or entity for re-sale without the prior written consent of Genetic LifeSpan. This includes sales to B2B accounts; wholesalers, freight forwarders/drop shippers, or any person the Affiliate/Associate

knows or has reason to know intends to re-sell the Products.

- E. Federal and state regulatory agencies do not endorse direct selling programs. Therefore, Associates/Affiliates may not represent that the Company’s program has been authorized or endorsed by any governmental agency.

3.15 Client Service and Product Quality

- A. Client Service. Associates/Affiliates shall provide current contact information to their clients and make it known to their clients that they are available to answer questions, provide advice, and respond to client concerns. Associates/Affiliates shall consult Genetic LifeSpan-provided training materials for assistance in responding to client inquiries.
- B. Product Inspection and Acceptance. Associates/Affiliates must inspect all Products upon delivery. If any Product is damaged in shipment, incorrectly sent due to a Genetic LifeSpan error, or otherwise of substandard quality, Genetic LifeSpan will exchange the Product, provided you notify the Genetic LifeSpan within 30 calendar days of receipt of the order. Genetic LifeSpan will issue a return label for the Product and immediately send a replacement order. Genetic LifeSpan will inspect the Product upon receipt. If an exchange is not feasible, Genetic LifeSpan will refund the amount of the returned Product. Failure to notify Genetic LifeSpan within 30 calendar days of receipt of a nonconforming Product will be deemed acceptance of the Product delivered.
- C. Product Storage and Handling Requirements. Associates/Affiliates are responsible for following storage instructions provided on Genetic LifeSpan product labels and for the proper storing and handling of Products. Proper storage and handling of Products includes: (i) inspecting Products upon receipt to ensure that they are not damaged or tampered with; (ii) periodically inspecting Products to ensure that they are not expired or soon to be expired and removing expired Products from your inventory; (iii) ensuring that Product seals have not been broken; (iv) keeping Products properly sealed; (v) storing Products in a cool, dry place and out of direct sunlight and extreme heat; and (vi) complying with any additional storage guidelines specified by Genetic LifeSpan from time to time. Affiliate/Associates shall not sell any Product that is expired, damaged, or otherwise defective.

- D. Recalls and Consumer Safety. To ensure the safety and well-being of the end-users of the Products, Associates/Affiliates shall cooperate with Genetic LifeSpan with respect to any Product recall or other consumer safety information dissemination effort.
- E. No Altering of Products or Packaging. All Products shall be sold in their original packaging. Affiliate/Associates shall not re-label or repackage (including the separation of bundled Products or the bundling of separate Products) any Products. Affiliate/Associates shall not tamper with, deface, or otherwise alter any serial number, UPC code, batch code, lot code, or other identifying information on the Products, Product labels, packaging, or literature. Affiliate/Associates shall not translate or modify the contents or any label or literature on or accompanying the Products.
- F. Retail Sales Receipt and Notice of Cancellation Form. When selling products directly to a client, Associates/Affiliates shall provide the client with the Genetic LifeSpan Retail Sales Receipt and Cancellation Form (available in the Virtual Office or from Associate Services). The executed Retail Sales Receipt shall include the client's name and address, as well as the Affiliate/Associate's name, address, and phone number. Affiliate/Associates shall retain a copy of each Retail Sales Receipt and inform clients to retain a copy for their own records. Genetic LifeSpan reserves the right to request these records at any time. In the event a client seeks to return a Product for a refund, the client will be required to provide a copy of the Retail Sales Receipt applicable to the purchase (see Section 6.2 below).

3.16 General Order Policies

- A. Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Affiliate/Associate or client; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Affiliate/Associate or clients ("phantoms"); (d) purchasing Genetic LifeSpan products or services on behalf of another Affiliate/Associate or client, or under another Affiliate/Associate's or client's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of goods that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes,

commissions, or bonuses that is not driven by bona fide product purchases by end user consumers.

- B. Genetic LifeSpan will permit Associates/Affiliates to make large product orders with prior written authorization from Genetic LifeSpan. For the purpose of these Policies and Procedures, the term "large orders" means:
 - ï The sale of Genetic LifeSpan products that equal or exceed \$3,000 in a single order.
 - ï Products sold to a third party who intend to resell the products to end consumers.
 - ï The volume of a large order must not exceed 50% of an Affiliates/Associates average monthly Group Volume (GV).
- C. An Affiliate/Associate shall not use another Affiliate/Associate's or client's credit card or debit checking account to enroll in Genetic LifeSpan or purchase products or services without the account holder's written permission. Such documentation must be kept by the Affiliate/Associate indefinitely in case Genetic LifeSpan needs to reference this.
- D. Regarding an order with an invalid or incorrect payment, Genetic LifeSpan will attempt to contact the Affiliate/Associate or client by phone, mail or email in order to obtain another form of payment. If these attempts are unsuccessful after 10 business days, the order will be canceled.
- E. Prices are subject to change without notice.
- F. The optional monthly recurring Affiliate/Associate fee including website will automatically be deducted from the credit card provided during the online application process, at the time the Affiliate/Associate joins the Company and optionally makes a product purchase.

3.17 Insufficient Funds

- A. Any outstanding balance owed to Genetic LifeSpan by an Affiliate/Associate or client of the Affiliate/Associate from NSF (non-sufficient funds) insufficient fund fees (ACH) will be withheld by Genetic LifeSpan from an Affiliate/Associate's future bonuses and commissions.
- B. If a credit card order or automatic debit is declined Genetic LifeSpan, will send out an automatic notice advising of the declined payment. If the third attempt is unsuccessful, the

account will be suspended until contacted to update information.

3.18 Sales Tax Obligation

- A. The Affiliate/Associate shall comply with all state and local taxes and regulations governing the sale of Genetic LifeSpan products.
- B. Genetic LifeSpan will collect and remit sales tax on Affiliate/Associate orders unless an Affiliate/Associate furnishes Genetic LifeSpan with the appropriate Resale Tax Certificate form. When orders are placed with Genetic LifeSpan, sales tax is prepaid based upon the suggested retail price. Genetic LifeSpan will remit the sales tax to the appropriate state and local jurisdictions. The Affiliate/Associate may recover the sales tax when he or she makes a sale. Genetic LifeSpan Associates/Affiliates are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. Genetic LifeSpan encourages each Affiliate/Associate to consult with a tax advisor for additional information for his or her business.

4. Payment of Commissions and Bonuses

4.1 Bonus and Commission Qualifications

- A. An Affiliate/Associate must be active and in compliance with Genetic LifeSpan Policies and Procedures including the Compensation Plan, to qualify for bonuses and commissions. So long as an Affiliate/Associate complies with the Terms of the Agreement, Genetic LifeSpan shall pay commissions to such Affiliate/Associate in accordance with the Compensation Plan.
- B. Genetic LifeSpan will not issue commissions to an Affiliate/Associate without the receipt of an electronic application and acceptance of the Affiliate/Associate Agreement.
- C. Commissions that are uncollected are considered null and void twelve months from the issued date.
- D. Genetic LifeSpan reserves the right to postpone commission payments until such time the cumulative amount meets or exceeds \$20.

4.2 Computation of Commissions and Discrepancies

- A. In order to qualify to receive commissions and

bonuses, an Affiliate/Associate must be in good standing and comply with the Terms of the Agreement and these Policies and Procedures. Commissions, over rides, and achievement levels are calculated each month. Bonuses are paid out weekly on the following Friday.

- B. A Genetic LifeSpan Affiliate/Associate must review his or her monthly statement and bonus reports promptly and report any discrepancies within 30 days of receipt.
- C. For additional information on payment of commissions, please review the official Genetic LifeSpan Compensation Plan.

4.3 Adjustments to Bonuses and Commissions for Returned Products

- A. An Affiliate/Associate receives bonuses and commissions based on the actual sales of products to end consumers and to Affiliate/Associates through product purchases. When a product is returned to Genetic LifeSpan for a refund from the end consumer or by an Affiliate/Associate, the bonuses and commissions attributable to the returned product will be deducted from the Affiliate/Associate who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.
- B. In the event that an Affiliate/Associate terminates his or her position, and the amounts of the bonuses or commissions attributable to the returned products have not yet been fully recovered by Genetic LifeSpan, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Genetic LifeSpan to the terminated Affiliate/Associate.

5. Credit Card Transactions

5.1 Chargebacks

When a bank forcibly reverses a credit card transaction, returning funds to the cardholder, it is known as a chargeback. Chargebacks are usually issued when fraudulent purchases have been made on a person's credit card. When Genetic LifeSpan receives a chargeback notice, the account in which the product was purchased is immediately blocked, and all related services in the account are inactivated. In the interest of caution, Genetic LifeSpan considers chargebacks to be the result of fraud and suspends all accounts for 30 days or until

the issue is addressed. Genetic LifeSpan reserves the right to charge \$50 to reinstate an account that has been inactivated due to a chargeback notification.

When an Affiliate/Associate receives an “advanced” commission on any Genetic LifeSpan product, they are subject to a clawback of any “unearned” commissions if the membership receives a refund at Company’s discretion. Chargeback’s will be deducted from any future commissions until chargeback’s are relieved. Bonuses received by Affiliate/Associates are subject to a 100% chargeback due to fraudulent business or unethical activity.

6. Satisfaction Guaranteed and Return of Sales Aids

Unclear on this – if the blood is drawn and sent off, and lab reports are issued- how do we refund?

6.1 Affiliate/Associate Return Policy

Genetic LifeSpan offers Affiliates/Associates a 1-year buy back policy of Genetic LifeSpan products obtained in accordance with these Policies and Procedures. The unused product that has not expired or is in resalable condition may be returned within 1 year from the date of purchase. An Affiliate/ Associate may only return products purchased from the Company under his or her personal account.

The products must be returned to Genetic LifeSpan’s distribution warehouse and returned at the expense of Affiliate/Associate. Genetic LifeSpan is not responsible for the loss of returned items by the carrier chosen for the return. Genetic LifeSpan does not accept shipping collect packages. Reimbursement is based on ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges and applicable enrollment fees or kits. The refund will be credited back to the original credit or debit card used for the order at the time of purchase. Genetic LifeSpan will not buyback any products, provide replacement product, or refund the purchase price for any product obtained from an unauthorized reseller or through the internet or otherwise obtained in violation of these Policies and Procedures. Upon receiving a 90% buyback, the account refunded is immediately placed in a “cancelled” status. The Affiliate/Associate must wait 6 months if they should choose to create a new account with Genetic LifeSpan.

Genetic LifeSpan shall deduct any commissions, bonuses, rebates or other incentives received by the

Affiliate/Associate(s) that were associated with the merchandise associated with the refund.

6.2 Preferred & Retail Client Refund Guidelines

All first-time orders of Genetic LifeSpan products come with a 30- day money back guarantee.

If for any reason you are not completely satisfied with an initial Genetic LifeSpan product purchase ordered directly from a Genetic LifeSpan authorized sellers replicated website in accordance with Genetic LifeSpan’s Policies and Procedures, you may return the unused portion of the product in its original container to Genetic LifeSpan within 30 days of its receipt for a full refund or product exchange.

All returns must be shipped to Genetic LifeSpan prepaid, as Genetic LifeSpan does not accept shipping collect packages. Genetic LifeSpan recommends shipping returned product by UPS or FedEx with tracking numbers, as the risk of loss in shipping the returned product shall be borne solely by the client. If returned product is not received at Genetic LifeSpan’s distribution warehouse, it is the responsibility of the client, or Affiliate/Associate to trace the shipment and no credit will be applied.

Reimbursement is based on the original purchase price(s), less shipping charges. The refund will be 16

credited back to the original credit or debit card used for the order at the time of purchase.

Genetic LifeSpan shall deduct from the reimbursement paid to the Affiliate/Associate or client any commissions, bonuses, rebates and/or other incentives received by the upline Affiliate/Associate that were associated with the merchandise that is returned.

Genetic LifeSpan withholds the right to refuse a refund if we believe that you have previously received a refund as a client or Affiliate/Associate.

7. Privacy Policy I can update this after I understand PHI better.

7.1 Introduction

Our Commitment to Privacy

Our Privacy Policy has been developed as an extension of our commitment to combine quality products and services with integrity in dealing with users. The Policy is designed to assist you in the

understanding of how we collect, use and protect the personal information provided to us.

The Information We Collect

When you visit our site, we collect two types of information: personal information you actively choose to disclose (“Active Information”) and information not visible to you that arises out of your browsing of our site (“Passive Information”). Please note that passive Information is collected on an aggregate and anonymous basis.

1. Personally Identifiable Information

Personally Identifiable Information is information that identifies and is reasonably linked to you.

A. Registration

When you register to become an authorized reseller of our products or services, we will collect Personally Identifiable Information (such as name, address, email address, and telephone number). This Personally Identifiable Information is securely stored and maybe accessed on our website. You are assigned an identification number and select your own password – both are needed to enter the Site and to access your Contact Information. Please safeguard your password in a secure location as we are not responsible for breaches into the system when access is willingly provided.

B. Ordering

When you place an order for products or services, we collect Personally Identifiable Information (such as name, contact and billing information, credit card, and other transactional information). We use this information to deliver your order, process payment, and to communicate the status of your order.

C. Credit and Debit Card Storage

Credit and debit card information collected at registration or for product orders is used only to process payment for the transaction and, generally, is not retained on our Site. However, you may voluntarily elect to securely store multiple credit cards to be used for product orders.

D. Surveys and Promotions

Occasionally, you may voluntarily provide Personally Identifiable Information to complete surveys and questionnaires or to participate in user polls. We use this information to improve our products and services and to ensure that we’re providing accurate disclosures. We may also use your Personally Identifiable Information to provide you newsletters and other marketing information that coincide with your preferences.

You may customize your marketing preferences, or let us know if you do not wish to receive any promotional materials, by adjusting your Subscriptions & E-mail options on the Site.

Active Information You Choose to Provide

In order to gain use of the site (become a “user”), we require you to disclose the following information: Name, Address and Phone Number. We use Secure Socket Layer (SSL) encryption to protect the transmission of the information you submit to us when you use our secure online forms. The information you provide to us is stored securely.

2. Passive Information

We store and collect various types of passive information on an aggregate and anonymous basis. This information may include such technical information as it pertains to your Internet protocol address, your device operating system and browser type, cookies, and an address of a referring website or any other path you take to reach our website all described in greater detail below.

Aggregate Information

This refers to information that does not, by itself, identify you as a specific individual. Such information would include the Uniform Resource Locator (“URL”) of the website that referred you to our Site, your Internet Protocol (“IP”) address (a number automatically assigned to your computer whenever you surf the web), your operating system and browser type, and any search terms that you enter on our Site. Our web server aggregates this information in order to monitor the level of activity on our Site, evaluate its effectiveness, and improve the content of our Site in order to make your visit an easy and enjoyable experience.¹⁷

We may collect, compile, store, publish, promote, report, or otherwise disclose or use any Aggregate Information, provided that such information does not personally identify you. We do not correlate any Personally Identifiable Information with the Aggregate Information that we collect on our Site. If we do correlate any Aggregate Information to you, it will be protected like any other Personally Identifiable Information under this Privacy Statement.

What is a Cookie?

Cookies are a feature of web browser software that allows web servers to recognize the computer used to access a site. They are small pieces of data stored by a user’s browser to simplify subsequent interactions with the site. This makes it easier for a user to move from site to site and to complete

transactions over the Internet. Cookies should make your online experience easier and more personalized.

Our site utilizes cookies to collect information about how our site is used. Passive Information gathered may include the date and time of visits, the site pages viewed, time spent at our site, the sites visited just before and just after visiting our site. If you do not wish to transmit “cookie” information about yourself, you may turn off the cookie function in your web browser.

Our site’s servers also automatically identify your computer by its Internet Protocol address, which is a unique string of numbers that are assigned to your computer by your Internet Service Provider. The IP address may be used to address problems with our server or to gather broad demographic information about our users. We passively collect your IP Address.

How We Use The Information Collected

Broadly speaking, persons we employ directly, or as contractors or agents at our direction, use Active Information for purposes of administering our core business functions, such as the fulfillment of orders or services, the furnishing of client care and support, and supplying the availability of other products or services we think might be of interest to our users.

We use Passive Information to gather information about our users and to enhance our site to make it easier, faster and friendlier for users. Additionally, cookies help us better understand the usage pattern of the people that visit our site, which helps us improve our services. Passive Information may result in your viewing of particular advertising based on your user habits.

We reserve the right to use Active and Passive Information in order to prevent, detect and investigate fraud, security breaches, or any other potentially prohibited or illegal activity. We may use any Active Information or Passive Information provided to contact you about various changes to our site, new services, features or products we offer. If at any time you do not wish to receive such information, you may “opt-out” of doing so by adjusting your email settings in the back office of the website.

Your Information Relating to Hyperlinks

You might be able to access other websites through our site via hyperlinks. When you do so, you are subjecting yourself to their privacy policies and data collection. Please read the privacy policies of those sites to ensure you agree with the terms before using such sites.

Receiving and Sharing of Information from and with Third Parties

We reserve the right to receive information about you from other third party sources that help us update, expand and analyze our records and identify new clients.

Furthermore, we may share Personal Information necessary to the prevention of fraud, illegal activities, and security breaches. Because of this, it’s possible some of your personal information may be shared with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud may be passed on to these agencies. Likewise, law enforcement and governmental agencies may access and use certain information pursuant to any law, regulation, or subpoena. This applies to information as it relates to both open and closed accounts.

Additionally, third parties who perform services for us as it relates to security, payment, etc. (such as Internet Service Providers, credit card processors, and merchant banks) may also have access to your information in the performance of such necessary services.

Finally, we may disclose anonymous information about user habits to third party advertisers on our site. Should we buy or sell assets of our company, another company may need to review our company’s assets, which might include your information, to make business decisions as to whether to acquire such assets.

How We Secure Active And Passive Information

We secure your personal information submitted by you by using reasonable efforts to prevent unauthorized access or disclosure, or accidental loss of Active and Passive Information. Individual postings on this site and other communications to our office via email or standard mail may not be secure unless we advise you that security measures are in place prior to your submission of information. Therefore, if you choose to communicate with us through these means, you are assuming the risk of doing so and we respectfully request that you do not send or post sensitive information through these means.

Accessing and Correcting Your Information

We take reasonable measures to ensure that any Personally Identifiable Information we collect on our Site is accurate, current, complete, and reliable for its intended use. If you wish to update or otherwise correct Personally Identifiable Information provided to us, you may edit your information online.

Protecting Your Information

We acknowledge your trust and are committed to take reasonable steps to protect Personally Identifiable Information provided from loss, misuse, and unauthorized access. We employ physical, electronic, and managerial processes to safeguard and secure your information.

It is your responsibility to safeguard the password you use to access our Site and to promptly advise us if you ever suspect that your password has been compromised. We strongly encourage you to change your password regularly to prevent unauthorized access. Because your identification number and password are specific to you, you acknowledge sole responsibility for any and all use of our Site conducted with your identification number and password.

Links to Other Websites

Links to third-party websites may be provided solely for your information and convenience or to provide additional shopping for various other goods and services through our Merchant and Services Partners. If you use these links, you will leave our Site. This Privacy Statement does not cover the information practices of those websites nor do we control their content or privacy policies. We suggest that you carefully review the privacy policies of each site you visit.

Children's Privacy Protection

We take special care to protect the privacy needs of children and encourage parents to be an active participant in their child's online activities. Our site does not target and is not intended for children under the age of 18, and we will not knowingly collect Personally Identifiable Information from them. If we discover personal data from a child through our site, we will eliminate that data. You may learn more about protecting children's privacy online by visiting:

www.consumer.ftc.gov/articles/0031-protecting-your-childs-privacy-online.

Changes To This Policy

Any updates or changes to the terms of this Privacy Policy will be posted on our Site and the date of the newest version posted below. Please check back frequently, especially before you submit any Personally Identifiable Information at our Site, to see if this Privacy Statement has changed. By using our Site, you acknowledge acceptance of this Privacy Statement in effect at the time of use.

YOUR USE OF OUR SITE MEANS THAT YOU ACCEPT THE PRACTICES SET FORTH IN THIS POLICY. YOUR CONTINUED USE INDICATES YOUR AGREEMENT TO THE CHANGES.

7.2 Expectation of Privacy

- A. Genetic LifeSpan recognizes and respects the importance its clients and Affiliates/Associates place on the privacy of their financial and personal information. Genetic LifeSpan will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its clients', and Affiliate/Associates' financial and account information and nonpublic personal information.
- B. By entering into the online Genetic LifeSpan Affiliate/Associate Agreement, an Affiliate/Associate authorizes Genetic LifeSpan to disclose his or her name and contact information to upline Affiliates/Associates solely for activities related to the furtherance of the Genetic LifeSpan business. An Affiliate/Associate hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her down-line organization and conducting the Genetic LifeSpan business.
- C. Genetic LifeSpan may use Affiliates/Associates name for recognition purposes. If an Affiliate/Associate would prefer the Company not to use their name, they must notify the Company in writing. This information would include rank recognition and income levels achieved.

7.3 Employee Access to Information

Genetic LifeSpan limits the number of employees who have access to client's and Affiliate/Associates' nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

- A. Genetic LifeSpan will not share non-public personal information or financial information about current or former clients or Affiliates/Associates with third parties, except as permitted or required by laws and regulations, court orders, or to serve the clients', or Affiliates/Associates' interests or to enforce its rights or obligations under these Policies and Procedures, or Affiliates/Associate's Agreement or with written permission from the account holder on file.

8. Proprietary Information and Trade Secrets

8.1 Business Reports, Lists, and Proprietary Information

By completing and executing the Genetic LifeSpan Affiliate/Associate Agreement, the Affiliate/Associate acknowledges that Business Reports, lists of client and Affiliate/Associate names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Genetic LifeSpan pertaining to the business of Genetic LifeSpan (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Genetic LifeSpan.

8.2 Obligation of Confidentiality

- A. During the term of the Genetic LifeSpan Affiliate/Associate Agreement and for a period of 1 year after the termination, expiration sale or transfer (see Section 11.6 and 11.7 for sale and transfer guidelines) of the Affiliate/Associate Agreement between the Affiliate/Associate and Genetic LifeSpan, the Affiliate/Associate shall not:
1. Use the information in the reports to compete with Genetic LifeSpan or for any purpose other than promoting his or her Genetic LifeSpan business;
 2. Use or disclose to any person or entity any confidential information contained in the reports, including the replication of the genealogy in another network marketing company.

8.3 Breach and Remedies

The Affiliate/Associate acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Genetic LifeSpan and to independent Genetic LifeSpan businesses. Genetic LifeSpan and its Affiliate/Associates will be entitled to injunctive relief or to recover damages against any Affiliate/Associate who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees and expenses.

8.4 Return of Materials

Upon demand by Genetic LifeSpan, any current or former Affiliate/Associate will return the original and all copies of all "reports" to Genetic LifeSpan together with any Genetic LifeSpan confidential information in such person's possession.

9. Advertising, Promotional Material, Use of Company

Names and Trademarks

9.1 Labeling, Packaging, and Displaying Products

- A. A Genetic LifeSpan Affiliate/Associate may not re-label, re-package, refill, or alter labels of any Genetic LifeSpan product, or service, information, materials or programs in any way. Genetic LifeSpan products must only be sold in their original containers from Genetic LifeSpan. Such re-labeling or re-packaging violates Federal and State laws, which may result in criminal or civil penalties or liability.
- B. A Genetic LifeSpan Affiliate/Associate shall not cause any Genetic LifeSpan product or any Genetic LifeSpan trade name to be sold or displayed in retail establishments without prior written authorization from Genetic LifeSpan. Information regarding specific types of sales locations and events are provided below:
1. The Affiliate/Associate must contact Compliance@GeneticLifeSpan.com when any Income Opportunity Meeting will have over 200 participants. Event location, date, marketing efforts, and any further content shall be provided to Genetic LifeSpan and must be authorized prior to conducting any such large Income Opportunity Meeting.
 2. Examples of retail venues that are more likely to be authorized include those that are privately owned where professional services are the primary source of revenue, they are privately owned, and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, gyms and beauty salons). Big box stores or franchises may not represent the Genetic LifeSpan product line.
 3. Selling or promoting the Products in mall kiosks, grocery stores, flea markets, swap meets, or garage sales or discount establishments is strictly prohibited.
 4. The Affiliate/Associate is responsible for the manner in which all Products are sold or displayed.
 5. In the event that Genetic LifeSpan approves an Affiliate/Associate's request to sell the Products in a retail setting, the Affiliate/Associate shall not advertise, market, display, or demonstrate non- Genetic LifeSpan products together with the Products in a manner that would create the impression that the non-Genetic LifeSpan products are made by, endorsed by, or associated with

Genetic LifeSpan.

6. Fairs, home shows, trade shows and other seasonal or annual events are not considered to be traditional “retail establishments” and may be authorized on a case by case basis by submitting marketing details to Compliance@Genetic LifeSpan.com.20
 7. Authorization to sell or display the Products in any of the above situations can be revoked at any time at the discretion of Genetic LifeSpan. Upon such revocation, an Affiliate/ Associate must immediately cease selling or displaying the Products.
- C. Genetic LifeSpan reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products, or the Genetic LifeSpan opportunity.
- D. Genetic LifeSpan does not encourage the charging of admittance to Genetic LifeSpan Affiliate/Associate parties or events. However, if there is a situation where a fee is requested to cover the event cost and that fee is over five dollars, the venue agreement and details must be submitted to corporate for authorization. Please email details to Compliance@Genetic LifeSpan.com.

9.2 Use of Company Names and Protected Materials

- A. A Genetic LifeSpan Affiliate/Associate must safeguard and promote the good reputation of Genetic LifeSpan and the products it markets. The marketing and promotion of Genetic LifeSpan, the Genetic LifeSpan opportunity, the Compensation Plan, and Genetic LifeSpan products will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. All promotional materials supplied or created by Genetic LifeSpan must be used in their original form and cannot be changed, amended or altered except with prior written authorization from the Genetic LifeSpan Compliance Department.
- C. The name of Genetic LifeSpan, each of its product names and other names that have been adopted by Genetic LifeSpan in connection with its business are proprietary trade names, trademarks and service marks of Genetic

LifeSpan (collectively, the “Genetic LifeSpan Trademarks”). An Affiliate/Associate logo will be provided. As such, the Genetic LifeSpan Trademarks are of great value to Genetic LifeSpan and are supplied to Affiliate/Associates for their use only in an expressly authorized manner.

- D. A Genetic LifeSpan Affiliate/Associate’s use of the name “Genetic LifeSpan,” “Zeal,” “Zeal Challenge,” and all product names are restricted to protect Genetic LifeSpan proprietary rights, ensuring that the Genetic LifeSpan protected names will not be lost or compromised by unauthorized use. Use of the Genetic LifeSpan name on any item not produced by Genetic LifeSpan is prohibited except as follows:
1. [Affiliate/Associate’s name] Genetic LifeSpan Affiliate/Associate
- E. Further procedures relating to the use of the Genetic LifeSpan Trademarks are as follows:
1. All stationery (i.e. letterhead, envelopes, and business cards) bearing any of the Genetic LifeSpan trademarks intended for use by the Affiliate/Associate must be authorized in writing by the Genetic LifeSpan Compliance Department and have the Affiliate/ Associate’s logo present.
 2. Genetic LifeSpan Affiliate/Associates may list “Genetic LifeSpan Affiliate/Associate or Affiliate/Associate” in the white pages of the telephone directory or online under his or her own name.
 3. Genetic LifeSpan Affiliate/Associates may not use the name Genetic LifeSpan in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, “Genetic LifeSpan Affiliate/ Associate.”
- F. Certain photos and graphic images used by Genetic LifeSpan in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Affiliate/Associates.
- G. Any inquiries by the media are to be referred immediately to the Compliance Department. Affiliate/Associates are prohibited from granting radio, television, newspaper, tabloid, Internet, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public

media to publicize the Company, its products or their Genetic LifeSpan businesses, without the express prior (7 days) written authorization from the Company. This policy is to assure accuracy and consistent public image.

- H. A Genetic LifeSpan Affiliate/Associate shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Genetic LifeSpan or its programs, products without prior written permission from the Genetic LifeSpan Compliance Department.
- I. An Affiliate/Associate may not produce for sale or distribution any Company event or speech, nor may an Affiliate/Associate reproduce Genetic LifeSpan audio or video clips for sale or for personal use without prior written permission from the Genetic LifeSpan Compliance Department.
- J. Genetic LifeSpan reserves the right to rescind its prior authorization of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Affiliate/Associate.
- K. An Affiliate/Associate shall not promote non-Genetic LifeSpan products in conjunction with the Products without prior authorization from Genetic LifeSpan Compliance.
- L. An Affiliate/Associate shall never imply that any of the Genetic LifeSpan products are designed to prevent, treat, cure or mitigate any diseases. Health claims related to various diseases will not be acceptable.
- M. Search Engine Marketing

Affiliate/Associates may choose to use paid search engine marketing (such as Google AdWords). Affiliate/Associates agree to cooperate fully with Genetic LifeSpan so that Search Engines list the Genetic LifeSpan website as the top search result when a user makes a query containing the name "Genetic LifeSpan", "Zeal" or any other company protected trademark(s) or Genetic LifeSpan owned content. Affiliate/Associates may not bid on or purchase (or encourage or solicit any third party to bid on or purchase) any Genetic LifeSpan trademark or Genetic LifeSpan owned content as a meta-tag, keyword, paid search term, sponsored advertisement, or sponsored link used to trigger search results. If Affiliate/Associates wish to use any such meta-tags or search-based advertising programs to advertise Genetic LifeSpan Products or

the opportunity, they may do so only using generic, search terms such as, "energy," "health," etc.

Before purchasing a search engine marketing advertisement, Affiliate/Associates must register the advertisement with Genetic LifeSpan by sending a full copy of the ad to [compliance@Genetic LifeSpan.com](mailto:compliance@GeneticLifeSpan.com). Additionally, Affiliate/Associates must provide Genetic LifeSpan with access to the ad word account as a reader or reviewer. Affiliate/Associates may not use Genetic LifeSpan trademarks or other information that would lead a consumer to believe that they are accessing Genetic LifeSpan's website and not an Affiliate/Associate's personal website or their Affiliate/Associate Website. The advertisement must include the Affiliate/Associate's information. At any time, Genetic LifeSpan may request immediate removal of search engine marketing that is confusing, misleading, or deceptive to consumers. All search engine marketing must comply with all terms of the Policies, including this Chapter.

To avoid brand confusion and protect brand reputation, and in fairness to all Affiliate/Associates, Affiliate/Associates are not permitted to purchase sponsored Genetic LifeSpan related advertisements on other websites or social media.

9.3 Faxes and E-mail – Limitations

- A. Except as provided in this section, an Affiliate/Associate may not use or transmit unsolicited faxes, e-mail, mass e-mail distribution, or "spamming" that advertises or promotes the operation of his or her Genetic LifeSpan business. The exceptions are:
 - 1. Faxes or e-mailing any person who has given prior permission or invitation.
 - 2. Faxing or e-mailing any person with whom the Affiliate/Associate has established a prior business or personal relationship.
- B. In all states where prohibited by law, an Affiliate/Associate may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section. No phone burners or auto dialers are permitted.
- C. All faxes e-mail or computer broadcasted documents subject to this provision shall include each of the following:

1. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message.
 2. A clear return path or routing information.
 3. The use of legal and proper domain name.
 4. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender.
 5. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message.
 6. The true and correct name of the sender, valid senders fax or e-mail address, and a valid sender physical address.
 7. The date and time of the transmission.
 8. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a Genetic LifeSpan Affiliate/Associate shall not transmit any further documents to that recipient.
- D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
1. Use of any third party domain name without permission.
 2. Sexually explicit materials.

advertise on the Internet through an authorized Company-operated website which allows an Affiliate/Associate to personalize with the Affiliate/Associate’s message and the Affiliate/ Associate’s contact information (the “Replicated Associate Website”).

- D. The only authorized website for an Affiliate/ Associate to conduct online sales of the Products is the Affiliate/Associate’s Replicated Affiliate/Associate Website. An Affiliate/Associate may not sell the Products or offer the Genetic LifeSpan Income Opportunity on or through any other publicly accessible website, including, without limitation, any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Mercado Libre, Walmart Marketplace, or Sears Marketplace.
- E. Affiliate/Associates may not advertise opportunities that specifically address employment on classified ad websites, for example, Monster, Craigslist, or Yahoo jobs.
- F. If any member of an Affiliate/Associate’s friends, neighbors, co-workers, extended family, or other third-party acting on behalf of an Affiliate/Associate engages in any activity which, if performed by the Affiliate/Associate, would violate any provision of the Agreement, such activity will be deemed a violation of the Affiliate/Associate’s obligations.
- G. An Affiliate/Associate may not use or attempt to register any of Genetic LifeSpan’s trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company’s name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third-party websites, e-mail addresses, web -pages, or blogs.

9.4 Internet and Third-Party Website Restrictions

- A. Affiliate/Associates shall not create or otherwise operate a third-party website that contains the Genetic LifeSpan Trademarks and/or any materials copied from corporate sources (such as Genetic LifeSpan brochures, CDs, videos, tapes, events, presentations, and corporate websites) or create his or her own Genetic LifeSpan material without the prior written consent of Genetic LifeSpan.²²
- B. This policy ensures brand consistency, allows clients and Affiliate/Associates to stay up-to-date with changing products and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.
- C. The Company maintains an official corporate website. Affiliate/Associates are allowed to

9.5 Advertising and Promotional Materials

- A. Advertising and all forms of communications must adhere to principles of honesty and integrity.
- B. All advertising, including but not limited to print, Internet, television, radio, etc., is subject to prior written authorization by the Genetic LifeSpan Compliance Department. Compliance@Genetic LifeSpan.com.
- C. Genetic LifeSpan authorization is not required to place blind ads that do not mention Genetic LifeSpan, its employees, any of its products, services designs, symbols, programs, and

trademarked, copyrighted, or otherwise.

- D. Genetic LifeSpan reserves the right to rescind its prior authorization of submitted advertising or promotional materials and may require the removal of such advertisements from the market place without obligation to the affected Affiliate/Associate. If Genetic LifeSpan rescinds any such prior authorization of advertising and/or promotional materials, Genetic LifeSpan is not financially liable for reimbursement to the Affiliate/Associate for any marketing or material costs.
- E. Each Affiliate/Associate agrees not to use any written, printed, recorded or any other material in advertising, promoting or describing any product of Genetic LifeSpan or Genetic LifeSpan business which has not been supplied by the Company, unless such material has been submitted to Genetic LifeSpan and authorized in writing by the Company before being disseminated, published or displayed. Such material can be submitted to "Compliance" through the Affiliate/Associate's Z-Center.
- F. Each Affiliate/Associate agrees to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refund, attorney fees, court costs or lost business incurred by the Company as a result of an Affiliate/Associate's unauthorized representation concerning the Company of its products or services or use of its trademarks, service marks or copyrights.

9.6 Social Media and Internet Usage

Social Media Definition Social media includes all types of online media that invites, expedites or promotes conversation, comment, rating, and/or user-generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to discussion forums, blogs, Facebook, Twitter, LinkedIn, SnapChat, Instagram, Vine, Pinterest and YouTube.

A. Social Media Use

Social Media may be used by Affiliate/Associates. However, Affiliate/Associates who elect to use Social Media must adhere to the requirements set forth in this subsection as well policies relating to Advertising and Promotional Materials found in section 9.5 of the Policies. Affiliate/Associates may not use any

noncompliant verbiage as usernames on any e-mail addresses, URLs or Social Media websites. Affiliate/Associates may follow Genetic LifeSpan Corporate pages on Social Media.

B. Affiliate/Associates Are Responsible for Postings & Use of Proper (Income/Product) Disclaimers

Affiliate/Associates are personally responsible for any of their postings and all other online activity that relates to Genetic LifeSpan. Therefore, even if an Affiliate/Associate does not own or operate a blog or Social Media site, and if an Affiliate/Associate posts to any such site content that relates to Genetic LifeSpan or which can be traced to Genetic LifeSpan, the Affiliate/Associate is responsible for the posting. Affiliate/Associates are also responsible for postings which occur on any blog or Social Media site that the Affiliate/Associate owns, operates, or controls.

C. Identification as a Genetic LifeSpan Affiliate/Associate

You must disclose your first name on all Social Media sites and conspicuously identify yourself as a Genetic LifeSpan Affiliate/Associate regardless of it being a fan page or a personal page. (For example: Sally Johnson, Genetic LifeSpan Affiliate/Associate.) Anonymous postings or use of an alias is prohibited. You must not identify yourself as the Genetic LifeSpan corporate office or employee on any Social Media websites such as a Facebook domain name of Genetic LifeSpan Corporate.

The use of the company name Genetic LifeSpan may only be used when it is followed by Affiliate/Associate. (For example: Sally Johnson, Genetic LifeSpan Affiliate/Associate.) Affiliate/Associates may not use the Genetic LifeSpan Trademarks or any derivative or abbreviation thereof as a domain name, Social Media username/ handle or e-mail address.

Affiliate/Associates may not use the name Genetic LifeSpan, Zeal, Zeal Transformation System, and Zeal Challenge in the title of a Facebook or other Social Media page. Genetic LifeSpan reserves the right to request the title of any Social Media page to be changed in the event it infringes on the Genetic LifeSpan Trademarks

D. Spamming

Affiliate/Associates must not use email addresses without receiving specific permission from recipients. Spamming or distribution of

chain letters or junk mail is not allowed.

E. Social Media as a Sales and Promotion Forum

Social Media sites are relationship-building sites. While building relationships is an important part of the sales process, Social Media sites may not be used as a direct medium for generating sales or explaining the Genetic LifeSpan income opportunity. Online sales may only be generated from an Affiliate/Associate's Replicated Affiliate/Associate Website. Likewise, Affiliate/Associates shall not use any Social Media site to explain the Genetic LifeSpan compensation plan or any component of the compensation plan.

F. Posting Links to Replicated Affiliate/Associate Websites

Websites may be used by Affiliate/Associates in connection with their Genetic LifeSpan business as long as the website is authorized by Genetic LifeSpan. Affiliate/Associates may link to their replicated website within a post. Affiliate/Associates may also submit their own text for authorization prior to posting to a Social Media site in order to uphold these policies.

G. Use of Genetic LifeSpan Logo

Affiliate/Associate may use the Genetic LifeSpan Affiliate/Associate logo in their postings as long as they are using an authorized content. Affiliate/Associates may also use the Genetic LifeSpan Affiliate/Associate logo as one of their images or in an image that represents their account as long as it conforms to the policies and procedures.

H. Posting Photos and Videos

Affiliate/Associates may not post any copyright photos without expressed consent from the owner. Posting photos of others without their expressed permission is prohibited. You may post or "pin" photographs or repost videos provided on our corporate social media site, as long as you do not edit the video in any way. You may describe the video, as long as the description is in accordance with our Policies and Procedures.

I. Media Outlets

You may not coordinate, appear in or solicit any media on behalf of Genetic LifeSpan. All media requests must be submitted to Compliance PRIOR to use.

J. Deceptive Postings

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the

Genetic LifeSpan income opportunity, products and/or your biographical information and credentials.

K. Use of Third Party Intellectual Property

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property, and paid the appropriate license fee. All intellectual property belonging to third-parties or other companies other than Genetic LifeSpan, must be properly referenced as the property of the third-party. You must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property

L. Respecting Privacy

Always respect the privacy of others in your postings. Affiliate/Associates must not engage in gossip or advance rumors about any individual, company, or competitive products. Affiliate/Associates may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.²⁴

M. Professionalism

Affiliate/Associates must ensure that your postings are truthful, accurate and in a professional manner. Abide by all laws and regulations regarding electronic communications. This may require that you fact-check all material you post online. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

N. Prohibited Postings

Affiliate/Associates may not make any posting, or link to any postings or other material:

- ï That is sexually explicit, obscene, vulgar, or pornographic.
- ï That is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise).
- ï That is graphically violent, including any violent video game images.
- ï That is solicitous of any unlawful behavior.

- ï That makes offers or solicitations in the name of research, surveys or informal communication, when the real intent is to sell products or sponsor Affiliate/Associates.
- ï That engages in personal attacks on any individual, group, or entity.
- ï That is in violation of any intellectual property rights of the Company or any third party.

O. Responding to Negative Posts

Do not communicate with anyone who places a negative post against you, other Affiliate/Associates, or Genetic LifeSpan. Report negative posts to the Company at compliance@GeneticLifeSpan.com. Responding to such negative posts often fuels a discussion with a volatile individual who does not hold themselves to the same high standards as Genetic LifeSpan, and therefore damages the reputation and good will of Genetic LifeSpan. Genetic LifeSpan may respond to negative posts. Affiliate/Associates are encouraged not to respond to such negative posts.

P. Cancellation of Your Genetic LifeSpan Business

If your Affiliate/Associate Agreement is cancelled for any reason, you must discontinue the use of Genetic LifeSpan name, as well as all of Genetic LifeSpan trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Genetic LifeSpan Affiliate/Associate, you must conspicuously disclose that you are no longer an Independent Genetic LifeSpan Affiliate/Associate.

9.7 Testimonial Permission

- A. By executing online the Genetic LifeSpan Affiliate/Associate Agreement, an Affiliate/Associate gives Genetic LifeSpan permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Genetic LifeSpan Income Opportunity, an Affiliate/Associate waives any right to be compensated for the use of his or her testimonial or image and likeness even though Genetic LifeSpan may be paid for items or sales materials containing such image and likeness.

In some cases, an Affiliate/Associate's testimonial may appear in another Affiliate/Associate's

advertising materials. If an Affiliate/Associate does not wish to participate in Genetic LifeSpan sales and marketing materials, he or she should provide a written notice to the Genetic LifeSpan Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

9.8 Telemarketing – Limitations

- A. A Genetic LifeSpan Affiliate/Associate must not engage in boiler room telemarketing techniques in relation to the operation of the Affiliate/Associate's Genetic LifeSpan business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity unknown to them, to induce the purchase of Genetic LifeSpan products, or to recruit them for the Genetic LifeSpan opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") 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 of which Genetic LifeSpan Affiliates/Associates are required to abide by.
- C. While an Affiliate/Associate may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Affiliate/Associate to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).
- D. "Cold calls" or "state-to-state calls" made to prospective clients, or Affiliates/Associates that promote either Genetic LifeSpan products or the Genetic LifeSpan opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations: A Genetic LifeSpan Affiliate/Associate may place telephone calls to prospective clients, or Affiliates/Associates under the following limited situations:
 1. If the Affiliate/Associate has an established business relationship with the prospect.
 2. If the Affiliate/Associate receives written and signed permission from the prospect

authorizing the Affiliate/Associate to call. The authorization must specify the telephone number(s) that the Affiliate/Associate is authorized to call.

3. If the call is to family members, personal friends, and acquaintances. However, if an Affiliate/Associate makes a habit of collecting excessive business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption.
 4. Genetic LifeSpan Affiliates/Associates engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.
- F. An Affiliate/Associate shall not use automatic telephone dialing systems in the operation of his or her Genetic LifeSpan businesses. The use of the Company’s name or copyrighted materials may not be made with automatic calling devices or “boiler room” operations either to solicit Affiliates/Associates or retail clients.
- G. Failure to abide by Genetic LifeSpan policies or regulations as set forth by the FTC and FCC. Regarding telemarketing may lead to consequences against the Affiliate/Associate’s position, up to and including termination of the position.
- H. By executing the Affiliate/Associate Agreement or by accepting commissions , other payments or awards from Genetic LifeSpan, an Affiliate/ Associate gives permission to Genetic LifeSpan and other Affiliate/Associates to contact them as permitted under the Federal Do Not Call regulations.
- I. In the event an Affiliate/Associate violates this section, Genetic LifeSpan reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10. International Marketing

10.1 International Marketing Policy

- A. A Genetic LifeSpan Affiliate/Associate is authorized to sell Genetic LifeSpan products, to clients, Affiliate/Associates only in the countries in which Genetic LifeSpan is authorized to conduct business, according to the Policies and Procedures of each country. Genetic LifeSpan Affiliate/Associates may not sell products in any country where Genetic LifeSpan products

have not received applicable government authorization or approval.

- B. An Affiliate/Associate may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential clients, or Affiliate/Associates, nor conduct any other activity for the purpose of selling Genetic LifeSpan products, establishing a sales organization, or promoting the Genetic LifeSpan income opportunity.

11. Changes to an Affiliate/ Associate Business

11.1 Modification of the Affiliate/Associate Agreement

- A. A Genetic LifeSpan Affiliate/Associate may modify his or her existing Affiliate/Associate Agreement (i.e., change a social security number to a Federal ID number, add a Spouse or partner to the account, or change the form of ownership from an individual to a business owned by the Affiliate/Associate) by submitting a written request, accompanied by a new Affiliate/Associate Agreement and the requested documentation completed with fresh signatures (not a “crossed out” or “white-out” version of the first agreement), and any appropriate supporting documentation.

11.2 Change Sponsor for Active Affiliate/ Associates

Maintaining the integrity of the organizational structure is mandatory for the success of Genetic LifeSpan and our Affiliate/Associates. Genetic LifeSpan discourages any change of sponsor. The company reserves the right to review any submitted complaints and make a formal decision in the event of a request for change of sponsor or placement.

In the unusual event that a change of sponsorship is approved, an Affiliate/Associate must comply with following procedures:

1. Submit a written request via fax or email to Compliance.
2. Submit a Genetic LifeSpan Affiliate/Associate Agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation.
3. If an Affiliate/Associate is requesting their downline transfer with them, they must submit a written request to Genetic LifeSpan, accompanied by signed letters of approval

from all eight (8) immediate upline Affiliate/ Associates. Genetic LifeSpan will review this request on a case-by-case basis.

- A. Based on a case-by-case basis and upon authorization, the Affiliate/Associate's down-line, if any, will transfer with the Affiliate/Associate.
- B. After the first 60 days from initial enrollment, Genetic LifeSpan will honor the Sponsor/ Placement as shown:
 - 1. On the most recently signed Affiliate/ Associate Agreement on file or
 - 2. Self-enrolled on the Website (i.e., electronically signed Web agreement).
 - 3. If for any reason after the 60 days, Affiliates/ Associates must send in a corporate request and we will then consider authorization based on the merits of the request.
- C. Genetic LifeSpan retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor or Placement for Inactive Affiliates/Associates

- A. Once the Affiliate/Associate has been out of the business for six months by resigning, the Affiliate/Associate is eligible to re-enroll in Genetic LifeSpan under the Sponsor/Placement of their choice.
- B. Such Affiliate/Associate does not retain former rank, down-line, or rights to commissions from his or her former organizations.
- C. Genetic LifeSpan reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations

If a Genetic LifeSpan Affiliate/Associate wishes to transfer, gift or assign their business account, he or she must submit a letter of resignation to the Genetic LifeSpan Associate Services Department and remain inactive from Genetic LifeSpan for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/ Placement.

- A. Genetic LifeSpan retains the right to approve or deny any request to re-enroll after an Affiliate/ Associate's resignation.

- B. If re-enrollment is authorized, the former Affiliate/Associate will be issued a new Genetic LifeSpan account number and will be required to submit a new Affiliate/Associate Agreement. The Affiliate/Associate will not be entitled to keep any former rank, down-line, or rights to commissions from any prior organization.
- C. Transfers may not be done outside of the original organization unless prior authorization is granted from Genetic LifeSpan.

11.5 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Affiliate/Associate from another Affiliate/Associate or influencing another Affiliate/Associate to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Genetic LifeSpan Compliance Department within the first 30 days of enrollment. If the reports are substantiated, Genetic LifeSpan may transfer the Affiliate/ Associate or the Affiliate/Associate's down-line to another sponsor, Placement or organization without authorization from the current Upline Sponsor or Placement Affiliate/Associates. Genetic LifeSpan remains the final authority in such cases.

11.6 Sale of Account Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Genetic LifeSpan to place restrictions on the transfer, assignment, or sale of a position.
- B. A Genetic LifeSpan Affiliate/Associate may not sell or assign his or her rights to the position as an Affiliate/Associate without prior written authorization by Genetic LifeSpan, which authorization will not be unreasonably withheld. Any attempted sale without such authorization may be voided at the discretion of Genetic LifeSpan.
- C. Should the sale be authorized by Genetic LifeSpan, the Buyer assumes the position of the Seller not at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the seller's downline.
- D. To request corporate authorization for a sale or transfer of a Genetic LifeSpan position, the following items must be submitted to the

Genetic LifeSpan Compliance Department:

1. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
 2. A Genetic LifeSpan Affiliate/Associate Agreement completed and signed by the Buyer.
 3. Payment of the \$100 administration fee.
 4. A completed W-9 tax form and any additional supporting documentation requested by Genetic LifeSpan.
- E. The position must be offered to the first six Affiliate/Associates upline of the seller whose rank must be equal or greater value and Genetic LifeSpan for a right of first refusal.²⁷
- F. The purchaser will be subject to the following:
1. The purchaser will be subject to non-compete rules of the seller as stated in 8.2 Obligation of Confidentiality.
 2. If the seller cross recruits or competes with Genetic LifeSpan, Genetic LifeSpan has the right to terminate the position. If the seller violates the Policies and Procedures the buyer may be held accountable.
 3. The position will be registered with Genetic LifeSpan under the Affiliate/Associate Agreement (see paragraph D, item 3 above) as a LLC or corporation in good standing.
 4. If the purchaser is an Affiliate/Associate with Genetic LifeSpan, which would create two business positions, the purchaser may NOT personally sponsor additional Affiliate/Associate or Client positions.
- G. Any debt obligations, or account suspensions that either Seller or Buyer may have with Genetic LifeSpan must be satisfied prior to the approval of the sale or transfer by Genetic LifeSpan.
- H. A Genetic LifeSpan Affiliate/Associate who sells his or her position is not eligible to re-enroll as a Genetic LifeSpan Affiliate/Associate in any organization for 6 full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.
- I. Genetic LifeSpan reserves the right to refuse authorization on any account sale request if it does not deem a suitable move for the organizational structure.
- to transfer, gift or assign their Affiliate/Associate account, he or she must submit an Affiliate/Associate Account Transfer Form properly completed, notarized, and signed to the Genetic LifeSpan Compliance department at **Compliance@GeneticLifeSpan.com**. Genetic LifeSpan will only transfer an Affiliate/Associate account to a third party in the event of divorce or death.
- B. You may not transfer your Genetic LifeSpan account to another Affiliate/Associate account.
- C. Upon receipt and acceptance of the Account Transfer Form, by the Compliance Department, the request will be forwarded to standing committee for review.
- D. To request corporate authorization for the transfer of a Genetic LifeSpan position, the following items must be submitted to the Genetic LifeSpan Compliance Department:
1. Affiliate/Associate Account Transfer Form properly completed, with the requisite signatures.
 2. A Genetic LifeSpan Affiliate/Associate Agreement completed and signed by the Buyer.
 3. Payment of the \$100 administration fee.
 4. A completed W-9 tax form and any additional supporting documentation requested by Genetic LifeSpan.
- E. A new Genetic LifeSpan account ID number will be issued to replace the transferred account ID.
- F. Any debt obligations, or account suspensions that either new account holder or previous Affiliate/Associate may have with Genetic LifeSpan must be resolved prior to the authorization of the transfer by Genetic LifeSpan.
- G. The previous account holder will be subject to the non-compete rules stated in 8.2. If the previous account holder violates policy, cross recruits or competes with Genetic LifeSpan, Genetic LifeSpan has the right to terminate the position.
- H. Effective the date authorized account transfer; appropriate tax documents will be issued to the transferee. Prior to the effective date of the authorized transfer, the appropriate tax documents will be issued to the transferor.
- I. A Genetic LifeSpan Affiliate/Associate may not assign his or her rights to the position as an Affiliate/Associate without prior written

11.7 Transfer of an Account

- A. If a Genetic LifeSpan Affiliate/Associate wishes

authorization by Genetic LifeSpan which authorization will not be unreasonably withheld. Any attempted transfer without such authorization may be voided at the discretion of Genetic LifeSpan.

- J. A Genetic LifeSpan Affiliate/Associate who transfers his or her position is not eligible to re-enroll as a Genetic LifeSpan Affiliate/Associate in any organization for 6 full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.
- K. Genetic LifeSpan reserves the right to refuse authorization on any account transfer request if it does not deem a suitable move for the organizational structure.

11.8 Separating a Genetic LifeSpan Business

- A. Spouses who share an account, in the event they happen to experience a divorce, they jointly should notify the Company as to how the position is to be managed thereafter. The Company will continue to pay commissions in the same manner as before the divorce until it receives written notice signed by both parties or a court decree which specifies how future commissions should be paid.
- B. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
 - 1. One of the parties may, with the written consent of the other(s), operate the Genetic LifeSpan business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize Genetic LifeSpan to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee.
 - 2. The parties may continue to operate the Genetic LifeSpan business jointly on a “business as usual” basis, whereupon all compensation paid by Genetic LifeSpan will be paid in the name designated by the Affiliate/Associates or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Genetic LifeSpan will pay compensation to the name on record and in such event, the Affiliate/Associate named on the account shall indemnify Genetic LifeSpan from any claims from the other business owner or the other Spouse with respect to such payment.

- C. Genetic LifeSpan recognizes only one Down-line organization and will issue commissions per one Genetic LifeSpan business per commission cycle. Under no circumstances will the Down-line of an organization be divided, nor will Genetic LifeSpan split commissions and bonuses. The Company will continue to pay commissions in the same manner as before the divorce until it receives written notice signed by both parties or a court decree which specifies how future commissions should be paid.
- D. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Genetic LifeSpan business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Affiliate/Associate or active client in the former organization, and must develop a new business in the same manner as any other new Genetic LifeSpan Affiliate/Associate. An Affiliate/Associate in the Relinquishing Party’s former Down-line who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements.

11.9 Succession

- A. Upon the death or incapacity of an Affiliate/Associate, the Affiliate/Associate’s business may be passed on to his or her legal successors in interest (successor) upon receipt of an order from the Probate Court directing such transition. Whenever a Genetic LifeSpan business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Affiliate/Associate’s sales organization. The successor must:
 - 1. Complete and sign a new Genetic LifeSpan Affiliate/Associate Agreement.
 - 2. Comply with the terms and provisions of the Affiliate/Associate Agreement.
- B. Bonus and commission checks of a Genetic LifeSpan business transferred based on this section will be paid in a single check to the successor. The successor must provide Genetic LifeSpan with an “address of record” to which all bonus and commission checks will be sent. Checks will be based on the current performance of the position, not the highest rank or volume achieved.

- C. If the business is bequeathed to joint devisees (successor), they must form a business entity and acquire a Federal taxpayer identification number. Genetic LifeSpan will issue all bonuses and commissions and one 1099 Miscellaneous Income Tax form to the business entity only.
- D. Appropriate legal documentation must be submitted to Genetic LifeSpan Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Genetic LifeSpan business, the successor must provide the following to Genetic LifeSpan Compliance department:
 1. A certified copy of the death certificate; and
 2. An original certified copy of the order from the Probate Court directing transition of the Genetic LifeSpan business.
- E. To complete a transfer of the Genetic LifeSpan business because of incapacity, the successor must provide the following to the Genetic LifeSpan Compliance department:
 1. An original certified copy of the order from the Guardianship court appointing the individual who seeks to assume control of the account as the court appointed guardian.
 2. If a trustee of a minor, then a notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Genetic LifeSpan business; and
 3. A completed Affiliate/Associate Agreement executed by the trustee or guardian.
- F. If the successor is already an existing Affiliate/Associate, Genetic LifeSpan will allow such Affiliate/Associate to keep his or her own position plus the inherited position active for up to 6 months. By the end of the 6 month period, the Affiliate/Associate must have compressed (if appropriate), sold or otherwise transferred either the existing position or the inherited position.
- G. If the successor wishes to terminate the Genetic LifeSpan position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, or other appropriate legal documentation or let the position go inactive.
- H. Upon written request, Genetic LifeSpan may grant a 1-month bereavement waiver and pay out at the last "paid as" rank.

11.10 Resignation/Voluntary Cancellation

- A. An Affiliate/Associate may immediately terminate his or her position by submitting a written notice or email to the Genetic LifeSpan Compliance Department Compliance@GeneticLifeSpan.com. The written notice must include the following:
 1. The Affiliate/Associate's intent to resign
 2. Date of resignation
 3. Genetic LifeSpan Identification Number
 4. Reason for resigning
 5. Signature

An Affiliate/Associate may also call Client Service at 1800-987-8482 to request cancellation with a Genetic LifeSpan representative.

- B. A Genetic LifeSpan Affiliate/Associate may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Affiliate/Associate who has voluntarily resigned is not eligible to reapply for a position or have any financial interest in a Genetic LifeSpan business for 6 months from the initial cancellation date.

11.11 Effect of Cancellation

- A. Following an Affiliate/Associate's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation"), such Affiliate/Associate:
 1. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Affiliate/Associate's former organization or any other payments in association with the Affiliate/Associate's former position.
 2. Effectively waives any and all claims to property rights or any interest in or to the Affiliate/Associate's former down-line organization.
 3. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Genetic LifeSpan.
 4. Shall immediately cease representing himself or herself as an Affiliate/Associate and shall cease selling or otherwise marketing the Products for sale.
- B. The following provisions of these Policies and

Procedures shall survive the termination of the Agreement and remain binding on the Affiliate/ Associate: 3.7, 4.3, 8, 9, 11, 13, and 14.

12. Disciplinary Sanctions

12.1 Imposition of Disciplinary Action – Purpose

It is the spirit of Genetic LifeSpan that integrity and fairness should pervade among its Affiliate/ Associates, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Genetic LifeSpan reserves the right to impose disciplinary sanctions at any time, when it has determined that an Affiliate/Associate has violated the agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Genetic LifeSpan.

12.2 Consequences and Remedies of Breach

- A. Disciplinary actions may include one or more of the following:
 1. Legal proceedings for monetary, injunctive, and/or equitable relief.
 2. Monitoring an Affiliate/Associate’s conduct over a specified period of time to assure compliance;
 3. Issuance of a written warning or requiring the Affiliate/Associate to take immediate corrective action;
 4. Imposition of a fine (which may be imposed immediately or withheld from future commissions) or the withholding of commission checks (a Commission Hold) until the matter causing the Commission Hold is resolved or until Genetic LifeSpan receives adequate additional assurances from the Affiliate/Associate to ensure future compliance;
 5. Suspension from participation in Company or Affiliate/Associate events, rewards, or recognition;
 6. Suspension of the Genetic LifeSpan Affiliate/ Associate Agreement and position for one or more pay periods;
 7. Involuntary termination of the Affiliate/ Associate’s agreement and position;
 8. Any other measure which Genetic LifeSpan deems feasible and appropriate to justly resolve injuries caused by the Affiliate/ Associate’s policy violation or contractual breach.

13. Dispute Resolution

13.1 Grievances

- A. If a Genetic LifeSpan Affiliate/Associate has a grievance or complaint against another Affiliate/Associate regarding any practice or conduct relating to their respective Genetic LifeSpan businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Genetic LifeSpan Compliance Department as outlined below in this Section.
- B. The Genetic LifeSpan Compliance Department and/or Policy Review Committee will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Affiliate/Associates involved.
- C. Genetic LifeSpan will confine its involvement to disputes regarding Genetic LifeSpan business matters only. Genetic LifeSpan will not decide issues that involve personality conflicts or unprofessional conduct by or between Independent Affiliate/Associates outside the context of a Genetic LifeSpan business. These issues go beyond the scope of Genetic LifeSpan and may not be used to justify a Sponsor or Placement change or a transfer to another Genetic LifeSpan organization.
- D. Genetic LifeSpan does not consider, enforce, or mediate third party agreements between Affiliate/Associates, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
 1. The Genetic LifeSpan Affiliate/Associate should submit a written letter or email of complaint directly to the Genetic LifeSpan Compliance Department. The email or letter shall set forth the details of the incident as follows:
 - a. The nature of the violation;
 - b. Specific facts to support the allegations;
 - c. Dates;
 - d. Number of occurrences;
 - e. Persons involved; and
 - f. Supporting documentation.

2. Upon receipt of the written complaint, the Genetic LifeSpan Policy Review Committee and/or Compliance Department will conduct an investigation according to the following procedures:

- a. The Compliance Department will send an acknowledgment of receipt to the complaining Affiliate/Associate;
- b. The Compliance Department will provide a verbal or written notice of the allegation to the Affiliate/Associate under investigation. If a written notice is sent to the Affiliate/Associate, he or she will have 15 business days from the date of the notification letter to present all information relating to the incident for review by Genetic LifeSpan.
- c. The Compliance Department will thoroughly investigate the complaint, 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.
- d. 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. Affiliate/Associate calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

F. Genetic LifeSpan will make a final decision and timely notify the Genetic LifeSpan Affiliate/Associates involved.

13.2 Suspension, Resignation and Termination Process

Genetic LifeSpan reserves the right to warn, suspend or terminate an Affiliate/Associate’s position for, but not limited to, the following reasons;

1. Violation of any terms or conditions of the Affiliate/Associate Agreement.
2. Violation of any provision in these Policies and Procedures.
3. Violation of any provision in the Compensation Plan.
4. Violation of any applicable law, ordinance,

or regulation regarding the Genetic LifeSpan business.

5. Engaging in unethical business practices or violating standards of fair dealing; or
6. Returning over \$500 worth of products and sales tools for a refund within a 12 month period.

The Genetic LifeSpan Affiliate/Associate who is involuntarily terminated by Genetic LifeSpan may not re-apply for a position, either under his or her present name or any other name or entity, without the express written consent of an officer of Genetic LifeSpan, following a review by the Genetic LifeSpan Policy Review Committee. In any event, such Affiliate/Associate may not re-apply for a position for 12 months from the date of termination.

The Affiliate/Associate Agreement may be canceled with our without cause by either party upon a thirty (30) day prior written notice to the other party.

- A. The Company reserves the right to warn, suspend or terminate (as necessary) any Affiliate/Associate at any time for cause when it is determined that the Affiliate/Associate has violated the provisions of the Affiliate/Associate Agreement, including the provisions of these Policies and Procedures. Such involuntary termination shall be made by the Company at its sole discretion.
- B. If an Affiliate/Associate discredits the name of Genetic LifeSpan, it may be found to be cause.
- C. If an Affiliate/Associate misrepresents Genetic LifeSpan by making claims contrary to Genetic LifeSpan literature, either product or income claims, it may be found to be cause.
- D. Other material cause, at the sole discretion of Genetic LifeSpan.

When a decision is made to suspend or terminate an Affiliate/Associate, Genetic LifeSpan will inform the Affiliate/Associate in writing that their position may be suspended or terminated immediately, effective of the date of the written notification or other specified date.

Upon an involuntary termination, the Company shall notify the Affiliate/Associate by email and U.S. standard mail at the latest Affiliate/Associate’s address listed with the Company. In the event of a

termination, the terminated Affiliate/Associate agrees to immediately cease representing him/herself as an Affiliate/Associate of Genetic LifeSpan and shall cease selling the Products.

The Affiliate/Associate will have fourteen (14) days from the date of the mailing of the notification letter or email in which to respond to and thereby appeal in writing the suspension or termination. The Affiliate/Associate's written appeal must be received or postmarked within fourteen (14) days of the suspension/ termination letter. If the appeal is not received or postmarked within the fourteen (14)-day period, this failure to respond in a timely fashion will be considered acceptance of the suspension/ termination.

If the Affiliate/Associate does file a timely appeal of termination, Genetic LifeSpan and a review panel of five will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the Affiliate/ Associate of its decision.

The decision will be final and subject to no further review. In the event the suspension/termination is not rescinded, suspension/termination will be effective as of the date of the original designated suspension/ termination date.

To the extent an Affiliate/Associate owes any money to Genetic LifeSpan for any reason following resignation, a compliance block, commissions hold, or termination, Genetic LifeSpan, without waiving any other remedies available, may opt to collect monies for repayment by direct debit from the Affiliate/ Associate account with no further authorization required until the amount due is paid in full. To the extent litigation is necessary to enforce the terms of these policies and procedures, the Affiliate/ Associate consents to litigation in the state of Texas, agreed venue in Collin County.

13.3 Class Action Waiver

- A. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.
- B. These Policies and Procedures involving an Affiliate/Associate and Genetic LifeSpan shall be governed by and construed in accordance with the laws of the state of Texas, without reference to its principles of conflict of laws.

13.4 Severability

If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain

in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

13.5 Waiver

Only an officer of Genetic LifeSpan can, in writing, affect a waiver of the Genetic LifeSpan Policies and Procedures. Genetic LifeSpan's waiver of any particular breach by an Affiliate/Associate shall not affect Genetic LifeSpan's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Affiliate/Associate.

The existence of any claim or cause of action of an Affiliate/Associate against Genetic LifeSpan shall not constitute a defense to Genetic LifeSpan's enforcement of any term or provision of these Policies and Procedures.

13.6 Successors and Claims

The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14. Governing Law, Jurisdiction, and Venue and Waiver of Jury Trial

In the event Genetic LifeSpan asserts a claim for trademark infringement, deceptive and unfair trade practices, fraud, or other relief to safeguard its trademarked, confidential and proprietary information (collectively the "Proprietary Claims"), the Affiliate/Associate expressly agrees as a material part of the consideration to Genetic LifeSpan to enter into this agreement that Genetic LifeSpan is not bound by the arbitration provision set forth in Section 13.3 and that the validity, interpretation, and performance of all Genetic LifeSpan agreements, including these Policies and Procedures, to the extent applicable to the protection of Genetic LifeSpan's Proprietary Claims shall be governed by and construed solely in accordance with the laws of the State of Florida without regard to conflicts of law principles. The Affiliate/Associate hereby irrevocably submit to the exclusive jurisdiction of the Middle District Court of Florida, Tampa Division, Hillsborough County, Florida with respect to any action or proceeding arising out of the Proprietary Claims and any counterclaim the Affiliate/Associate may assert in any such litigation initiated by Genetic LifeSpan.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR

PROCEEDING RELATING TO A DISPUTE AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

15. Montana Residents

A Montana resident may cancel his or her Affiliate/Associate Agreement within 15 days from the date of enrollment and receive a 100% refund for all fees paid and products or services purchased prior to the date of cancellation.

16. Louisiana Residents

Notwithstanding the foregoing, residents of the State of Louisiana shall be entitled to bring an action against Genetic LifeSpan in their home forum and pursuant to Louisiana law.

17. Genetic LifeSpan Glossary Of Terms

ACTIVE AFFILIATE/ASSOCIATE: An Affiliate/Associate who has Personal Volume. Active Affiliates/Associates in good standing have the right to sponsor and enroll others into Genetic LifeSpan.

AGREEMENT: The contract between the Company and each Affiliate/Associate; includes the Affiliate/Associate Agreement, the Genetic LifeSpan Policies and Procedures, and the Genetic LifeSpan Compensation Plan, all in their current form and as amended by Genetic LifeSpan in its sole discretion. These documents are collectively referred to as the "Agreement."

CANCEL: The termination of an Affiliate/Associate's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMMISSION QUALIFIED: An Affiliate/Associate who has satisfied the minimum volume requirements, as set forth in the Compensation Plan.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Affiliate/Associates can generate commissions and bonuses.

CROSS-LINE SPONSORING: The enrollment into a different line of sponsorship of an individual, or business entity that already has a signed the Affiliate/Associate Agreement.

CLIENT: A client who purchases Genetic LifeSpan products and does not engage in building a business or retailing product.

EXPIRED: When an Affiliate/Associate no longer has an active status.

AFFILIATE/ASSOCIATE: An individual who purchases product, generates retail sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Genetic LifeSpan that provides critical data relating to the identities of Affiliate/Associates, sales information, and enrollment activity of each Affiliate/Associate's organization. This report contains confidential and trade secret information which is proprietary to Genetic LifeSpan.

ORGANIZATION: The clients and Affiliate/Associates placed below a particular Affiliate/Associate.

OFFICIAL GENETIC LIFESPAN MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Genetic LifeSpan to Affiliate/Associates.

PLACEMENT: Your position inside your Out of Network organization.

PERSONAL VOLUME: The volume that an Affiliate/Associate generates with the sale of products to personally enrolled Clients or products purchased by the Affiliate/Associate themselves.

RECRUIT: For purposes of Genetic LifeSpan's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Genetic LifeSpan Affiliate/Associate or client to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE: Products shall be deemed "resalable" if each of the following elements is satisfied:

1. They are unopened and unused
2. Original 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, and
4. The product contains current Genetic LifeSpan labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SOLICITATION: An Affiliate/Associate that entices other Genetic LifeSpan members to non-Genetic LifeSpan programs.

SPONSOR: An Affiliate/Associate who enrolls a client, Retailer, or another Affiliate/Associate into the Company, and is listed as the Sponsor on the Affiliate/Associate Agreement. The act of enrolling others and training them to become Affiliate/Associates is called “sponsoring.” **TERMINATED:** Affiliate/Associates not renewing by the renewal date shall be deemed to have voluntarily terminated their Affiliate/Associate relationship with the Company.

UP-LINE: This term refers to the Affiliate/Associates above a particular Affiliate/Associate in a sponsorship line up to the Company. It is the line of sponsors that links any particular Affiliate/Associate to the Company.

Genetic LifeSpan

Affiliate/Associate/Client Services:

Toll Free: 1-888-808-8276

E-mail: Clientservices@GeneticLifeSpan.com

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