

POLICIES AND PROCEDURES v1.0

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

Celljetics, LLC (“hereafter as “Celljetics” and the “Company”) recognizes that in order to develop a long-term and mutually rewarding relationship with its Business Owners (“Independent Brand Partner” or “IBP”) and Customers, Celljetics and the IBPs must acknowledge and respect the true nature of the relationship and support the Customers.

- A. In the spirit of mutual respect and understanding, Celljetics is committed to:
 - I. Provide prompt, professional and courteous service and communications to all of its IBPs and Customers;
 - II. Provide the highest level of quality products, at fair and reasonable prices;
 - III. Exchange or refund the purchase price of any product, service or membership as provided in our *Return Policy*;
 - IV. Deliver orders promptly and accurately;
 - V. Pay commissions accurately and on a timely basis;
 - VI. Expedite orders or checks if an error or unreasonable delay occurs;
 - VII. Roll out new products and programs with IBP input and planning;
 - VIII. Implement changes in the Compensation Plan or Policies and Procedures that affect the IBP with input from the IBPs;
 - IX. Support, protect and defend the integrity of the Celljetics Business Opportunity;
 - X. Offer IBPs an opportunity to grow with Celljetics with such growth guided by the principles of Servant Leadership.
- B. In return, Celljetics expects that its IBPs will:
 - I. Conduct themselves in a professional, honest, and considerate manner;
 - II. Present Celljetics Corporate and product information in an accurate and professional manner;
 - III. Present the Compensation Plan and Return Policy in a complete and accurate manner;

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- IV. Not make exaggerated income claims;
- V. Make reasonable effort(s) to support and train IBPs and Customers in their downline;
- VI. Not engage in cross-line recruiting, unhealthy competition or unethical business practices;
- VII. Provide positive guidance and training to IBPs and Customers in their downline while exercising caution to avoid interference with other downlines. As such, an IBP is discouraged from providing cross-line training to an IBP or Customer in a different organization without first obtaining consent of the IBP's or Customer's upline leader;
- X. Support, protect, and defend the integrity of the Celljetics Business Opportunity;
- XI. Accurately complete and submit the IBP Agreement and any requested supporting documentation in a timely manner.

1.2 Celljetics Policies and Compensation Plan Incorporated into the IBP Agreement

- A. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Celljetics Agreement, these Policies and Procedures, and the Celljetics Compensation Plan.
- B. It is the responsibility of the Sponsoring IBP to provide the most current version of these Policies and Procedures (available on the Celljetics website) and the Celljetics Compensation Plan to each applicant prior to his, her and/or its execution of an IBP Agreement.

1.3 Purpose of Policies

- A. Celljetics is a direct sales company that markets products and services through a network of business owners. To clearly define the relationship that exists between IBPs and Celljetics, and to explicitly set a standard for acceptable business conduct, Celljetics has established these Policies and Procedures.
- B. Celljetics IBPs are required to comply with; (i) all of the Terms and Conditions set forth in the IBP Agreement, which Celljetics may amend from time to time in its sole discretion; (ii) all Federal, State, Provincial, Territorial, and/or local laws governing his, her and/or its Celljetics business; and (iii) these Policies and Procedures.
- C. Celljetics IBPs must review the information in these Policies and Procedures carefully. Should an IBP have any questions regarding a policy or rule, the IBP is encouraged to seek an answer from their Sponsor or any other upline IBP. If further clarification is needed the IBP may contact Celljetics Customer Service.

1.4 Changes, Amendments, and Modifications

- A. Because Federal, State, and local laws, as well as the business environment, periodically change, Celljetics reserves the right to amend the Agreement and the prices in its Celljetics Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official Celljetics Materials. ***This provision does NOT apply to the arbitration clause found in Section 13, which can only be modified via mutual consent.***
- B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
 - I. Posting on the official Celljetics website;
 - II. Electronic mail (e-mail); or
 - III. In writing through the Celljetics newsletters or other Celljetics communication channels.

1.5 Delays

Celljetics 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/or 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 11, 2020 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.

2.0 BASIC PRINCIPLES

2.1 Becoming A Celljetics IBP

- A. To become an IBP, an applicant must comply with the following requirements:
 - I. Be of the age of majority (not a minor) in his or her state of residence;
 - II. Reside or have a valid address in the United States, a U.S. territory, or Canada;
 - III. Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number, ITIN, etc.);

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- IV. Submit a properly completed and signed IBP Agreement to Celljetics;
- V. Not be a Celljetics employee, the Spouse of a Celljetics employee or related to an employee of Celljetics and living in the same household as such Celljetics employee.

2.2 New IBP Registration

- A. A potential new IBP may self-enroll on the Sponsor's website. In such event, instead of a physically signed IBP Agreement, Celljetics will accept the Web-enrollment and IBP Agreement by accepting the "electronic signature" stating the new IBP has accepted the Terms and Conditions of such IBP Agreement. Please note that such electronic signature constitutes a legally binding agreement between the IBP and Celljetics.
- B. Celljetics reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested the signed IBP Agreement must be received by Celljetics within 14 days of enrollment.
- D. Signed documents, including, but not limited to, IBP personal agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the IBP's position.

2.3 Rights Granted

- A. Celljetics hereby grants to the IBP a non-exclusive right, based upon the Terms and Conditions contained in the IBP Agreement and these Policies and Procedures, to:
 - I. Purchase Celljetics products and services;
 - II. Promote and sell Celljetics products and services; and
 - III. Sponsor new IBPs and Customers in the United States and in countries where Celljetics may become established after the effective date of these Policies and Procedures.

2.4 Identification Numbers

- A. Each IBP is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to Celljetics on the IBP Agreement. Celljetics reserves the right to withhold commission payments from any IBP who fails to provide such information or who provides false information.

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- B. Upon enrollment, Celljetics will provide a Celljetics Identification Number to the IBP. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the IBP Agreement

- A. An IBP must renew their Independent Brand Partner agreement annually by placing at least one active order for products. If the IBP allows his or her IBP Agreement to expire due to nonactivity, the IBP shall be automatically deactivated from Independent Brand Partner status to Customer status and will lose any and all rights to his, her or its downline organization unless the IBP re-activates within 60 days following the expiration of the Agreement.
- B. If the former IBP re-activates within the 60-day time limit, the IBP will resume the rank and position held immediately prior to the expiration of the IBP Agreement. However, such IBP's paid as level will not be restored unless he, she and/or an entity qualifies at that payout level in the new month. The IBP is not eligible to receive commissions for the time period that the IBP's position was expired.
- C. Any IBP who was terminated or whose Agreement has expired and lapsed the 60-day grace period is not eligible to re-apply for a Celljetics business for 12 months following the expiration of the IBP Agreement.
- D. The downline of the expired IBP will roll up to the immediate, active upline Sponsor.

2.6 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be a Celljetics IBP. This IBP business and position will remain *temporary* until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. Celljetics must receive these documents within 14 days from the date the IBP Agreement was signed.
- B. A Celljetics IBP may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

2.7 Independent Business Relationship; Indemnification for Actions

- A. The Celljetics IBP is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each IBP's success depends on his or her independent efforts.
- B. The Agreement between Celljetics and its IBPs does not create an employer/employee relationship, agency, partnership, or joint venture between Celljetics and the IBP.

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- C. A Celljetics IBP shall not be treated as an employee of Celljetics for any purposes, including, without limitation, for Federal, State, or Provincial tax purposes. All IBPs are responsible for paying local, State, Provincial, and Federal taxes due from all compensation earned as an IBP of Celljetics. Any other compensation received by IBPs from Celljetics will be governed by applicable U.S. or Canadian tax laws (or the tax laws of any other applicable jurisdiction). The IBP has no express or implied authority to bind Celljetics to any obligation or to make any commitments by or on behalf of Celljetics. Each IBP, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the Terms of the IBP Agreement, these Policies and Procedures and applicable State, Federal and Provincial laws.
- D. The Celljetics IBP is fully responsible for all of his or her verbal and written communications made regarding Celljetics products, services, and the Compensation Plan that are not expressly contained within official Celljetics materials. IBPs shall indemnify and hold harmless Celljetics, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Celljetics as a result of the IBP's unauthorized representations or actions. This Provision shall survive the termination of the Celljetics IBP Agreement.

2.8 Insurance

- A. **Business Pursuits Coverage.** Celljetics encourages IBPs to arrange 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. CelljeticsIBPs 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.

2.9 Errors or Questions

- A. If an IBP has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the IBP must notify Celljetics in writing within 30 days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived by the IBP.

3.0 CELLJETICS' IBP RESPONSIBILITIES

3.1 Correct Addresses

- A. It is the responsibility of the IBP or Customer to make sure Celljetics has the correct shipping address before any orders are shipped.
- B. An IBP or Customer will need to allow up to 30 days for processing after the notice of address change has been received by Celljetics.

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- C. An IBP or Customer may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

- A. Any Celljetics IBP who Sponsors another IBP into Celljetics must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her Celljetics business. Sponsoring IBPs should have ongoing contact and communication with the IBPs in their downline 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 IBPs to Celljetics meetings, training sessions and any other related functions.
- B. A Sponsoring Celljetics IBP should monitor the IBPs in his or her downline organizations to ensure that downline IBPs do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such IBP should be able to provide documented evidence to Celljetics of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- C. Upline IBPs are encouraged to motivate and train new IBPs about Celljetics's products and services, effective sales techniques, the Celljetics Compensation Plan and compliance with company Policies and Procedures.
- D. Marketing product is a required activity in Celljetics and must be emphasized in all recruiting presentations.
- E. We emphasize and encourage all IBPs to sell Celljetics's products and services to Customers.
- F. Use of Sales Aids. To promote both the products and the opportunity Celljetics offers, IBPs must use the sales aids and support materials produced by Celljetics. If Celljetics IBPs develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding IBPs' good intentions, they may unintentionally violate any number of statutes or regulations affecting the Celljetics business. These violations, although they may be relatively few in number, could jeopardize the Celljetics opportunity for all IBPs. Accordingly, IBPs must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the IBP receives specific written approval to use the material, the request shall be deemed denied. All IBPs shall safeguard and promote the good reputation of Celljetics and its products. The marketing and promotion of Celljetics, the Celljetics opportunity, the Compensation Plan, and Celljetics products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.3 Constructive Criticism; Ethics

- A. Celljetics desires to provide its independent IBPs with the best products and services and Compensation Plan in the industry. Accordingly, Celljetics values constructive criticism and

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encourages the submission of written comments addressed to Celljetics Compliance Department.

- B. Negative and disparaging comments about Celljetics, its products or Compensation Plan, by IBPs made to Celljetics, in the Field or at Celljetics meetings or events, or disruptive behavior at Celljetics meetings or events, serve no purpose other than to dampen the enthusiasm of other Celljetics IBPs. Celljetics IBPs must not belittle Celljetics, other Celljetics IBPs, Celljetics products or services, the Compensation Plan, or Celljetics directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Celljetics.
- C. Celljetics is committed to providing IBPs with a work environment free from harassment, intimidation, and abuse from other IBPs, employees, vendors, and any other individuals in the work place. At Celljetics, harassment of any kind will not be tolerated and is strictly prohibited, such as: derogatory or threatening comments, inappropriate sexual behavior including but not limited to unwelcome sexual advances or requests for sexual favors, displaying visual images of a sexual nature, physical or verbal harassment, or violent behavior. Employees are encouraged to report any type of harassment incidents immediately. Celljetics will not tolerate acts or threats of violence and will investigate all reports. You have a responsibility to act when you are aware of a threat or risk to any of our employees.
- D. **Celljetics endorses the following code of ethics:**
 - I. A Celljetics IBP must show fairness, tolerance, and respect to all people associated with Celljetics, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
 - II. An IBP shall strive to resolve business issues, including situations with upline and downline IBPs, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
 - III. Celljetics IBPs must be honest, responsible, professional and conduct themselves with integrity.
 - IV. Celljetics IBPs shall not make disparaging statements about Celljetics, other IBPs, Celljetics employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.
- E. Celljetics may take appropriate action against an IBP if it determines, in its sole discretion, that an IBP’s conduct is detrimental, disruptive, or injurious to Celljetics or to other IBPs.

3.4 Reporting Policy Violation

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- A. An IBP who observes a policy violation by another IBP should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the Celljetics Corporate office. The letter shall set forth the details of the incident as follows:
 - I. The nature of the violation;
 - II. Specific facts to support the allegations;
 - III. Dates;
 - IV. Number of occurrences;
 - V. Persons involved; and
 - VI. Supporting documentation
- B. Once the matter has been presented to Celljetics, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.
- C. This section refers to the general reporting of Policy violations as observed by other IBPs for the mutual effort to support, protect, and defend the integrity of the Celljetics business and opportunity. If an IBP has a grievance or complaint against another IBP which directly relates to his or her Celljetics business, the Procedures set forth in these Policies must be followed.

3.5 Sponsorship

- A. The Sponsor is the person who introduces an IBP or Customer to Celljetics, helps them complete their enrollment, and supports and trains those in their downline.
- B. Celljetics recognizes the Sponsor as the name(s) shown on the first:
 - I. Physically signed Celljetics IBP Agreement on file; or
 - II. Electronically signed IBP Agreement from a website or a Celljetics IBPs website.
- C. An IBP Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Celljetics.
- D. Celljetics recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Celljetics will not allow IBPs to engage in unethical sponsoring activities.
- E. All active IBPs in good standing have the right to Sponsor and enroll others into Celljetics. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one IBP will approach the same prospect. It is the accepted courtesy that the new prospect

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will be sponsored by the first IBP who presented a comprehensive introduction to Celljetics products or business opportunity.

3.6 Cross Sponsoring Prohibition

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed IBP Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Celljetics, sanctions up to and including termination of an IBP’s position may be imposed.
- B. The use of a Spouse’s 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. This Policy does not prohibit the transfer of a Celljetics business in accordance with Celljetics Sale or Transfer Policy set forth in these Policies.

3.7 Adherence to the Celljetics Compensation Plan

- A. An IBP must adhere to the Terms of the Celljetics Compensation Plan as set forth in these Policies and Procedures as well as in official Celljetics literature. Deviation from the Compensation Plan is prohibited.
- B. An IBP shall not offer the Celljetics opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Celljetics literature.
- C. An IBP shall not require or encourage a current or prospective Customer or IBP to participate in Celljetics in any manner that varies from the Compensation Plan as set forth in official Celljetics literature.
- D. An IBP shall not require or encourage a current or prospective Customer or IBP to make a purchase from or payment to any individual or other entity as a condition to participating in the Celljetics 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 IBPs because of the nature of the business. However, IBPs must check their local laws and obey the laws that do apply to them.
- B. A Celljetics IBP shall comply with all Federal, State, Provincial and local laws and regulations in their conduct of his or her Celljetics business.

3.9 Compliance with Applicable Income Tax Laws

- A. Celljetics will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US IBP whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Celljetics 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 IBP, and a minimum charge of \$20 may be assessed by Celljetics. Canadian T-4's will be sent to IBPs who earn more than \$500 or who received trips, prizes, or awards valued at \$500 or more. Celljetics IBPs are responsible for the payment of taxes on these trips, prizes, or awards provided to them by Celljetics.
- B. An IBP accepts sole responsibility for and agrees to pay all Federal, State, Provincial and local taxes on any income generated as an independent IBP, and further agrees to indemnify Celljetics from any failure to pay such tax amounts when due.
- C. If an IBP's business is tax exempt, the Federal Tax Identification number must be provided to Celljetics in writing.
- D. Celljetics encourages all IBPs to consult with a tax advisor for additional information for their business.

3.10 One Celljetics Business Per IBP

- A. An IBP may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Celljetics business. No individual may have, operate or receive compensation from more than one Celljetics businesses. Individuals of the same family unit may each enter into or have an interest in their own separate Celljetics businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as Spouses and dependent children living at or doing business at the same address.

3.11 Actions of Household Members or Affiliated Parties

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

3.12 Solicitation for Other Companies or Products

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- A. A Celljetics IBP 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 one (1) year thereafter, a Celljetics IBP may not recruit any Celljetics IBP or Customer for any other direct sales or network marketing business, unless that IBP or Customer was personally sponsored by such IBP.
- B. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another IBP or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the IBP’s actions are in response to an inquiry made by another IBP or Customer.
- C. However, you may sell *non-competing* products or services to only Celljetics Customers and IBPs you personally sponsored. Specifically, a non-competing company is defined as a Network Marketing company that does NOT sell dietary supplements.

Due to the visibility of our higher-ranking IBPs, Celljetics IBPs at the rank of Blue Diamond or above agree not to participate in **any** Network Marketing or party plan company, regardless if the company sells competing products or not.

- D. An IBP may not display or bundle Celljetics products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or IBP into believing there is a relationship between the Celljetics and non-Celljetics products and services.
- E. A Celljetics IBP may not offer any non-Celljetics opportunity, products or services at any Celljetics related meeting, seminar or convention, or immediately following a Celljetics event.
- F. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Celljetics and its IBPs and would inflict irreparable harm on Celljetics. In such event, Celljetics may, at its sole discretion, impose any sanction it deems necessary and appropriate against such IBP or such IBP’s positions including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.13 Presentation of the Celljetics Opportunity

- A. In presenting the Celljetics opportunity to potential Customers and IBPs, an IBP is required to comply with the following provisions:
 - I. An IBP shall not misquote or omit any significant material fact about the Compensation Plan.
 - II. An IBP shall make it clear that the Compensation Plan is based upon sales of Celljetics products and services and upon the sponsoring of other IBPs.

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- III. An IBP shall make it clear that success can be achieved only through substantial independent efforts.
- IV. A Celljetics IBP shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Celljetics opportunity or Compensation Plan to prospective IBPs or Customers.
- V. An IBP may not make any claims regarding products or services of any products offered by Celljetics, except those contained in official Celljetics literature.
- VI. An IBP may not use official Celljetics material to promote the Celljetics business opportunity in any country where Celljetics has not established a “presence.”
- VII. In an effort to conduct best business practices, Celljetics has developed the Income Disclosure Statement (“IDS”). The Celljetics IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Celljetics IBPs earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective IBPs.

A copy of the IDS must be presented to a prospective IBP 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 IBP earned over a million dollars last year” or “Our average ranking IBP makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher ranking IBPs is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

3.14 Sales Requirements are Governed by the Compensation Plan

- A. Celljetics IBPs may purchase Celljetics products and then re-sell them at any price they choose unless otherwise specified by Celljetics or by any/its product suppliers on a per product basis. Celljetics will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Celljetics business.
- B. The Celljetics program is built on sales to the ultimate consumer. Celljetics encourages its IBPs to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. IBPs must never attempt to influence any other IBP to buy more products than they can reasonably use or sell to retail Customers in a month.

- C. ***Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited.*** Celljetics 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.

4.0 ORDERING

4.1 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 Business Entities; (b) the fraudulent enrollment of an individual or entity as an IBP or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as IBPs or Customers (“phantoms”); (d) purchasing Celljetics products or services on behalf of another IBP or Customer, or under another IBP’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products or services 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 or service purchases by end user consumers.

An IBP shall not use another IBP’s or Customer’s credit card or debit checking account to enroll in Celljetics or purchase products or services without the account holder’s *written permission*. Such documentation must be kept by the IBP indefinitely in case Celljetics needs to reference this.

- B. Regarding an order with an invalid or incorrect payment, Celljetics will attempt to contact the IBP by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after 10 business days, the order will be canceled.
- C. If an IBP wants to move an order to another IBP’s position, he or she must have prior authorization, of all parties involved. Celljetics will charge the IBP a \$20 fee for processing.
- D. Prices are subject to change without notice.
- E. An IBP or Customer who is a recipient of a damaged or incorrect order must notify Celljetics within 30 calendar days from receipt of the order and follow the Procedures as set forth in these Policies.

4.2 Insufficient Funds

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the IBP or Customer for all returned checks and insufficient funds.

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- B. Any outstanding balance owed to Celljetics by an IBP or Customer of the IBP from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by Celljetics from an IBP's future bonus and commission checks.
- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the IBP, constitute grounds for disciplinary sanctions.
- D. If a credit card order or automatic debit is declined the first time, the Customer or IBP will be contacted for an alternate form of payment. If payment is declined a second time, the Customer or IBP may be deemed ineligible to purchase Celljetics products or services or participate in the monthly auto ship.

4.3 Sales Tax Obligation

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

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications

- A. An IBP must be active and in compliance with Celljetics Policies and Procedures to qualify for bonuses and commissions. So long as an IBP complies with the Terms of the Agreement, Celljetics shall pay commissions to such IBP in accordance with the Compensation Plan.
- B. Celljetics will not issue a payment to an IBP without the receipt of a completed and signed Celljetics IBP Agreement or Electronic Authorization.
- C. Celljetics reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.

5.2 Computation of Commissions and Discrepancies

Celljetics

- A. In order to qualify to receive commissions and bonuses, an IBP must be in good standing and comply with the Terms of the Agreement and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.
- B. A Celljetics IBP must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within 30 days of receipt. After the 30-day “grace period” no additional requests will be considered for commission recalculations.
- C. For additional information on payment of commissions, please review the Compensation Plan.

5.3 Adjustments to Bonuses and Commissions for Returned Products or IBP Memberships.

- A. An IBP receives bonuses and commissions based on the actual sales of products and services to end consumers and to IBPs through product and service purchases. When a product or service is returned to Celljetics for a refund from the end consumer or by an IBP, the bonuses and commissions attributable to the returned product or service will be deducted from the IBP 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 bonus/and or commission is recovered.
- B. In the event that an IBP terminates his or her position, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Celljetics, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Celljetics to the terminated IBP.

6.0 REFUND POLICY

Celljetics offers a one hundred percent (100%) ninety-day money back guarantee for all Customers. If a Customer purchased a product or service and is not satisfied with the product or service, the Customer may request a refund from their IBP.

If you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if neither you nor we have terminated the Agreement and the products or services were purchased within twelve (12) months and remain in resaleable condition. The refund shall be ninety percent (90%) of the purchase price. Shipping and handling charges incurred will not be refunded.

Upon Celljetics’ receipt of the products and sales aids, the IBP will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same credit card account. The Company shall deduct from the reimbursement paid to the IBP any commissions, bonuses, rebates or other incentives received by the IBP which were associated with the merchandise that is returned.

6.1 Return Process

Celljetics

- A. All returns, whether by a Customer, or IBP, must be made as follows:
 - I. Obtain Return Merchandise Authorization (“RMA”) from Celljetics;
 - II. Ship items to the address provided by Celljetics Customer service when you are given your RMA.
 - III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
 - IV. Ship back product in manufacturer’s box exactly as it was delivered.
- B. All returns must be shipped to Celljetics pre-paid, as Celljetics does not accept shipping collect packages. Celljetics recommends shipping returned product by UPS or FedEx with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Customer, or IBP. If returned product is not received at Celljetics Distribution Center, it is the responsibility of the Customer, or IBP to trace the shipment and no credit will be applied.
- C. The return of \$300 or more of products accompanied by a request for a refund within a calendar year, by an IBP, may constitute grounds for involuntary termination.

7.0 PRIVACY POLICY

7.1 Introduction

This Privacy Policy is to ensure that all Customers and IBPs understand and adhere to the basic principles of confidentiality.

7.2 Expectation of Privacy

- A. Celljetics recognizes and respects the importance its Customers and IBPs place on the privacy of their financial and personal information. Celljetics will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers’, and IBPs’ financial and account information and nonpublic personal information.
- B. By entering into the IBP Agreement, an IBP authorizes Celljetics to disclose his or her name and contact information to uplines IBPs solely for activities related to the furtherance of the Celljetics business. An IBP 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 downline organization and conducting the Celljetics business.

7.3 Employee Access to Information

Celljetics

Celljetics limits the number of employees who have access to Customer's and IBPs' nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

- A. Celljetics will not share non-public personal information or financial information about current or former Customers or IBPs with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or IBPs' interests or to enforce its rights or obligations under these Policies and Procedures, or IBP's Agreement or with written permission from the accountholder on file.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

- A. By completing and signing the Celljetics IBP Agreement, the IBP acknowledges that Business Reports, lists of Customer and IBP names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Celljetics pertaining to the business of Celljetics (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Celljetics.

8.2 Obligation of Confidentiality

- A. During the Term of the Celljetics IBP Agreement and for a period of five (5) years after the termination or expiration of the IBP Agreement between the IBP and Celljetics, the IBP shall not;
 - I. Use the information in the Reports to compete with Celljetics or for any purpose other than promoting his or her Celljetics business;
 - II. 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

- A. The IBP 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 Celljetics and to independent Celljetics businesses. Celljetics and its IBPs will be entitled to injunctive relief or to recover damages against any IBP who violates this provision

Celljetics

in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs and expenses.

8.4 Return of Materials

- A. Upon demand by Celljetics, any current or former IBP will return the original and all copies of all "Reports" to Celljetics together with any Celljetics confidential information in such person's possession.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

9.1 Labeling, Packaging, and Displaying Products

- A. A Celljetics IBP may not re-label, re-package, refill, or alter labels of any Celljetics product, or service, information, materials or program(s) in any way. Celljetics products and services must only be sold in their original containers from Celljetics. Such re-labeling or re-packaging violates Federal, and State and Provincial laws, which may result in criminal or civil penalties or liability.
- B. A Celljetics IBP shall not cause any Celljetics product or service or any Celljetics trade name to be sold or displayed in retail establishments.
- C. An IBP may sell Celljetics products and services and display the Celljetics trade name at any appropriate display booth (such as trade shows) upon *prior written approval* from Celljetics.
- D. Celljetics 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 and services, or the Celljetics opportunity.

9.2 Use of Company Names and Protected Materials

- A. A Celljetics IBP must safeguard and promote the good reputation of Celljetics and the products and services it markets. The marketing and promotion of Celljetics, the Celljetics opportunity, the Compensation Plan, and Celljetics products and services 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 Celljetics must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Celljetics Compliance Department.
- C. The name of Celljetics, each of its product and service names and other names that have been adopted by Celljetics in connection with its business are proprietary trade names, trademarks

Celljetics

and service marks of Celljetics. As such, these marks are of great value to Celljetics and are supplied to IBPs for their use only in an expressly authorized manner.

- D. A Celljetics IBP's use of the name "Celljetics" is restricted to protect Celljetics proprietary rights, ensuring that the Celljetics protected names will not be lost or compromised by unauthorized use. Use of the Celljetics name on any item not produced by Celljetics is prohibited except as follows:
 - I. [IBP's name] Independent Celljetics IBP.
 - II. [IBP's name] Independent IBP of Celljetics products and services.
 - III. [IBP's name] Celljetics Independent Brand Partner.
- E. Further procedures relating to the use of the Celljetics name are as follows:
 - I. All stationary (i.e. letterhead, envelopes, and business cards) bearing the Celljetics name or logo intended for use by the IBP must be approved in writing by the Celljetics Compliance Department.
 - II. Celljetics IBPs may list "Independent Celljetics IBP or IBP" in the white pages of the telephone directory under his or her own name.
 - III. Celljetics IBPs may not use the name Celljetics or Celljetics 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, "Independent Celljetics IBP."
- F. Certain photos and graphic images used by Celljetics in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to IBPs. If an IBP wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. A Celljetics IBP shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Celljetics or its programs, products or services without prior written permission from the Celljetics Compliance Department.
- H. An IBP may not produce for sale or distribution any Company event or speech, nor may an IBP reproduce Celljetics audio or video clips for sale or for personal use without prior written permission from the Celljetics Compliance Department.
- I. Celljetics reserves the right to rescind its prior approval 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 IBP.

Celljetics

- J. An IBP shall not promote non-Celljetics products or services in conjunction with Celljetics products or services on the same websites or same advertisement without prior approval from Celljetics Compliance.
- K. Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Celljetics may not be made except those contained in official Celljetics literature. In particular, no IBP may make any claim that Celljetics products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Celljetics policies, but also they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

9.3 Faxes and E-mail - Limitations

- A. Except as provided in this section, an IBP may not use or transmit unsolicited faxes, email, mass email distribution, or “spamming” that advertises or promotes the operation of his or her Celljetics business. The exceptions are;
 - I. Faxes or e-mailing any person who has given prior permission or invitation;
 - II. Faxing or e-mailing any person with whom the IBP has established a prior business or personal relationship.
- B. In all States, Provinces or Territories where prohibited by law, an IBP 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.
- C. All faxes, e-mail or computer broadcasted documents subject to this provision shall include each of the following;
 - I. 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;
 - II. A clear return path or routing information;
 - III. The use of legal and proper domain name;
 - IV. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;

Celljetics

- V. 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;
 - VI. The true and correct name of the sender, valid senders' fax or e-mail address, and a valid sender physical address;
 - VII. The date and time of the transmission;
 - VIII. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a Celljetics IBP 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:
- I. Use of any third-party domain name without permission;
 - II. Sexually explicit materials.

9.4 Internet and Third-Party Website Restrictions

- A. An IBP may not use or attempt to register any of Celljetics'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.
- B. A Celljetics IBP may not sell Celljetics products, services or offer the Business Opportunity using "online auctions," such as eBay®, Amazon.com, or similar websites and that you will never help anyone else to do so.
- C. All IBPs are provided with an approved company replicated website to inform potential new customers about the products, and to accept orders and enrollments online. Therefore, third-party websites are highly discouraged. A third-party website is personal website that is hosted on non-Celljetics servers and has no affiliation with Celljetics. Any IBP who wishes to develop their own third-party website must submit a properly completed third-party website Application and Agreement along with the proper Website registration fee and receive Celljetics's prior written approval before going live with their third-party website. Third-party websites must adhere to Celljetics's advertising policies. Moreover, no orders may be placed through third-party websites, and no enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following:
 - a. Identify yourself as an IBP for Celljetics;
 - b. Use only the approved images and wording authorized by Celljetics;
 - c. Adhere to the branding, trademark, and image usage policies described in this document.

Celljetics

- d. Adhere to any other provision regarding the use of a third-party website described in this document;
 - e. Agree to give the Compliance Department at Celljetics access to the third-party website and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access.
 - f. Agree to modify your website to comply with current or future Celljetics policies.
- D. All marketing materials used on an IBP's third-party website must be provided by Celljetics or approved in writing by Celljetics.
- E. To avoid confusion, the following three elements must also be prominently displayed at the top of every page of your third-party website:
- 1. The Celljetics IBP Logo
 - 2. Your Name and Title
 - 3. Celljetics Corporate Website Redirect Button
- F. An IBP may not use third-party sites that contain materials copied from corporate sources (such as Celljetics brochures, CDs, videos, tapes, events, presentations, and corporate websites). This Policy ensures brand consistency, allows Customers and IBPs to stay up-to-date with changing products, services and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.
- G. Celljetics products may be displayed with other products or services on an IBP's third-party website so long as the other products and services are consistent with Celljetics values and are not marketed or sold by a competing network-marketing company.
- H. If the independent Celljetics business of an IBP who has received authorization to create and post a third-party website is voluntarily or involuntarily canceled for any reason, or if Celljetics revokes its authorization allowing the IBP to maintain a third-party website, the IBP shall assign the URL to his/her third-party website to Celljetics within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by the Celljetics. Celljetics reserves the right to revoke any IBP's right to use a third-party website at any time if Celljetics believes that such revocation is in the best interest of Celljetics, its IBPs, and Customers. Decisions and corrective actions in this area are at Celljetics's sole discretion.
- I. Social Media sites may not be used to sell or offer to sell Celljetics products or services. PROFILES AN IBP GENERATES IN ANY SOCIAL COMMUNITY WHERE CELLJETICS IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE IBP AS A CELLJETICS IBP, and when an IBP participates in those communities, IBPs must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Celljetics's sole discretion, and offending IBPs will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Celljetics approved

Celljetics

- library. If a link is provided, it must link to the posting IBP's Replicated website or an approved third-party website.
- J. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending IBPs will be subject to disciplinary action.
 - K. IBPs may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments IBPs create or leave must be useful, unique, relevant and specific to the blog's article.
 - L. IBPs must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent IBP for Celljetics. Anonymous postings or use of an alias is prohibited.
 - M. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Celljetics income opportunity, Celljetics's products and services, and/or your biographical information and credentials.
 - N. IBPs are personally responsible for their postings and all other online activity that relates to Celljetics. Therefore, even if an IBP does not own or operate a blog or Social Media site, if an IBP posts to any such site that relates to Celljetics or which can be traced to Celljetics, the IBP is responsible for the posting. IBPs are also responsible for postings which occur on any blog or Social Media site that the IBP owns, operates, or controls.
 - O. As a Celljetics IBP, it is important to not converse with any person who places a negative post against you, other IBPs, or Celljetics. Report negative posts to Celljetics at support@celljetics.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Celljetics, and therefore damages the reputation and goodwill of Celljetics.
 - P. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Celljetics therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that IBPs using, or who wish to use, such sites adhere to the Celljetics's policies relating to third-party websites.
 - Q. If your Celljetics business is cancelled for any reason, you must discontinue using the Celljetics name, and all of Celljetics's 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 Celljetics IBP, you must conspicuously disclose that you are no longer an independent Celljetics IBP.
 - R. Failure to comply with these Policies for conducting business online may result in the IBP losing their right to advertise and market Celljetics products, services and Celljetics's business

Celljetics

opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

9.5 Advertising and Promotional Materials

- A. You may not advertise any Celljetics products or services at a price LESS than the highest company published, established retail price of ONE offering of the Celljetics product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Celljetics Compliance Department.
- D. All requests for approvals with respect to advertising must be directed in writing to the Celljetics Compliance Department.
- E. Celljetics approval is not required to place blind ads that do not mention Celljetics, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
- F. Celljetics reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the marketplace without obligation to the affected IBP.

9.6 Testimonial Permission

- A. By signing the Celljetics IBP Agreement, an IBP gives Celljetics 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 Celljetics Business Opportunity, an IBP waives any right to be compensated for the use of his or her testimonial or image and likeness even though Celljetics may be paid for items or sales materials containing such image and likeness. In some cases, an IBP's testimonial may appear in another IBP's advertising materials. If an IBP does not wish to participate in Celljetics sales and marketing materials, he or she should provide a written notice to the Celljetics 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.

9.7 Telemarketing - Limitations

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- A. A Celljetics IBP must not engage in telemarketing in relation to the operation of the IBP's Celljetics business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Celljetics products or services, or to recruit them for the Celljetics 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.
- C. While an IBP 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 IBP 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 Customers, or IBPs that promote either Celljetics products, services or the Celljetics opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations

A Celljetics IBP may place telephone calls to prospective Customers, or IBPs under the following limited situations;

- I. If the IBP has an established business relationship with the prospect;
 - II. In response to the prospect's personal inquiry or application regarding a product or service offered by the Celljetics IBP, within 3 months immediately before the date of such a call;
 - III. If the IBP receives written and signed permission from the prospect authorizing the IBP to call;
 - IV. If the call is to family members, personal friends, and acquaintances. However, if an IBP makes a habit of collecting 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;
 - V. Celljetics IBPs engaged in calling "acquaintances," must make such calls on an occasional basis only and not as a routine practice.
- F. An IBP shall not use automatic telephone dialing systems in the operation of his or her Celljetics businesses.
 - G. Failure to abide by Celljetics policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the IBP's position, up to and including termination of the position.

Celljetics

- H. By signing the IBP Agreement, or by accepting commission checks, other payments or awards from Celljetics, an IBP gives permission to Celljetics and other IBPs to contact them as permitted under the Federal Do Not Call regulations.
- I. In the event an IBP violates this section, Celljetics reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy

- A. A Celljetics IBP is authorized to sell Celljetics products and services, to Customers and IBPs only in the countries in which Celljetics is authorized to conduct business, according to the Policies and Procedures of each country. Celljetics IBPs may not sell products or services in any country where Celljetics products and services have not received applicable government authorization or approval.
- B. An IBP may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or IBPs, nor conduct any other activity for the purpose of selling Celljetics products and services, establishing a sales organization, or promoting the Celljetics business opportunity.

11.0 CHANGES TO AN IBP BUSINESS

11.1 Modification of the IBP Agreement

- A. A Celljetics IBP may modify his or her existing IBP 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 Entity owned by the IBP) by submitting a written request, accompanied by a new IBP Agreement and the Business Registration Form, if applicable, 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 IBPs

- A. Maintaining the integrity of the organizational structure is mandatory for the success of Celljetics and our independent IBPs. As such, under exceptional circumstances at the discretion of the Company, a request to correct a possible sponsor error may only be made within the first 7 days of initial enrollment as an IBP.

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- B. To change or correct the Sponsor, an IBP must comply with following procedures;
 - I. Submit a Sponsor Transfer Form;
 - II. Submit a Celljetics IBP Agreement showing the correct Sponsor, and any appropriate supporting documentation;
 - III. The IBP Agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first Agreement.
- C. Upon approval, the IBP’s downline, if any, will transfer with the IBP.
- D. If one transfer has already been made, a \$20 fee will be assessed for the second and for each transfer thereafter.
- E. After the first 7 days from initial enrollment, Celljetics will honor the Sponsor as shown:
 - I. On the most recently signed IBP Agreement on file; or
 - II. Self-enrolled on the website (i.e., electronically signed Web Agreement).
- F. Celljetics retains the right to approve or deny any requests to change Sponsor, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor for Inactive IBPs

- A. At the discretion of Celljetics, IBPs who did not participate in an auto ship or have not ordered products or services for at least 12 months, and who have not tendered a letter of resignation, are eligible to re-enroll in Celljetics under the Sponsor of their choice.
- B. Upon written notice to Celljetics that a former IBP wishes to re-enroll, Celljetics will “compress” (close) the original account. A new Celljetics ID number will then be issued to the former IBP.
- C. Such IBP does not retain former rank, downline, or rights to commission checks from his or her former organizations.
- D. Celljetics reserves the right to correct Sponsor errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations

- A. If a Celljetics IBP wishes to transfer organizations, he or she must submit a letter of resignation to the Celljetics Customer Service Department and remain inactive (place no orders, or be on

Celljetics

an auto ship) with or in Celljetics for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor.

- B. Celljetics retains the right to approve or deny any request to re-enroll after an IBP's resignation.
- C. If re-enrollment is approved, the former IBP will be issued a new Celljetics ID number and will be required to submit a new IBP Agreement. The IBP will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.
- D. Transfers may not be done outside of the original organization.

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 IBP from another IBP or influencing another IBP to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Celljetics Compliance Department within the first 90 days of enrollment. If the reports are substantiated, Celljetics may transfer the IBP or the IBP's downline to another sponsor or organization without approval from the current up-line Sponsor. Celljetics remains the final authority in such cases.
- C. Celljetics prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the Celljetics compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline IBP in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals and/or entities found to be directly involved.
- D. Should IBPs engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Celljetics products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an IBP alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, Celljetics will not pay any of IBP's defence costs or legal fees, nor will Celljetics indemnify the IBP for any judgment, award, or settlement.

11.6 Sell, Assign or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Celljetics to place restrictions on the transfer, assignment, or sale of a position.

Celljetics

- B. A Celljetics IBP may not sell or assign his or her rights or delegate his or her position as an IBP without *prior written approval* by Celljetics, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Celljetics.
- C. Should the sale be approved by Celljetics, the Buyer assumes the position of the Seller 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 Celljetics position, the following items must be submitted to the Celljetics Compliance Department;
 - I. A Sale/Transfer of position Form properly completed, with the requisite signatures.
 - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
 - III. A Celljetics IBP Agreement completed and signed by the Buyer;
 - IV. Payment of the \$100 administration fee;
 - V. Any additional supporting documentation requested by Celljetics.
- E. Any debt obligations that either Seller or Buyer may have with Celljetics must be satisfied prior to the approval of the sale or transfer by Celljetics.
- F. A Celljetics IBP who sells his or her position is not eligible to re-enroll as a Celljetics IBP in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating a Celljetics Business

- A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation;
 - I. One of the parties may, with the written consent of the other(s), operate the Celljetics business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize Celljetics to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee;
 - II. The parties may continue to operate the Celljetics business jointly on a “business as usual” basis, whereupon all compensation paid by Celljetics will be paid in the name designated as the IBPs or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Celljetics will pay compensation to the name on record and in such event, the IBP named on the account shall indemnify Celljetics from any claims from the other business owner(s) or the other Spouse with respect to such payment.

Celljetics

- B. Celljetics recognizes only one Downline organization and will issue only one commission check per Celljetics business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Celljetics split commission and/or bonus checks.
- C. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Celljetics business, he or she may immediately thereafter re-enroll under the Sponsor of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any IBP or active Customer in the former organization, and must develop a new business in the same manner as any other new Celljetics IBP. An IBP in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 13.5.

11.8 Succession

- A. Upon the death or incapacity of an IBP, the IBP’s business may be passed on to his or her legal successors in interest (successor). Whenever a Celljetics business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased IBP’s sales organization. The successor must:
 - I. Complete and sign a new Celljetics IBP Agreement;
 - II. Comply with the Terms and provisions of the IBP Agreement; and
 - III. Meet all of the qualifications for the last rank achieved by the former IBP.
- B. Bonus and commission checks of a Celljetics business transferred based on this section will be paid in a single check to the successor. The successor must provide Celljetics with an “address of record” to which all bonus and commission Payments will be sent. Payments 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 (successors), they must form a business entity and acquire a Federal taxpayer identification number. Celljetics will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the managing business entity only.
- D. Appropriate legal documentation must be submitted to Celljetics Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Celljetics business, the successor must provide the following to Celljetics Compliance Department;
 - I. A certified copy of the death certificate; and
 - II. A notarized copy of the will or other appropriate legal documentation establishing the successor’s right to the Celljetics business.
- E. To complete a transfer of the Celljetics business because of incapacity, the successor must provide the following to the Celljetics Compliance Department;

Celljetics

- I. A notarized copy of an appointment as trustee;
 - II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Celljetics business; and
 - III. A completed IBP Agreement executed by the trustee.
- F. If the successor is already an existing IBP, Celljetics will allow such IBP to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the 6-month period, the IBP must have compressed (if applicable), sold or otherwise transferred either the existing position or the inherited position.
- G. If the successor wishes to terminate the Celljetics 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, and/or any other appropriate legal documentation.
- H. Upon written request, Celljetics may grant a 1 month bereavement waiver and pay out at the last "paid as" rank.

11.9 Resignation/Voluntary Termination

- A. An IBP may immediately terminate his or her position by submitting a written notice or email to the Celljetics Compliance Department compliance [at]celljetics.com. The written notice must include the following;
- I. The IBP's intent to resign;
 - II. Date of resignation;
 - III. Celljetics Identification Number;
 - IV. Reason for resigning; and
 - V. Signature.
- B. A Celljetics IBP may not use resignation as a way to immediately change Sponsor. Instead, the IBP who has voluntarily resigned is not eligible to reapply for a position or have any financial interest in a or any Celljetics business for 6 months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

- A. Celljetics reserves the right to terminate an IBP's position for, but not limited to, the following reasons;
- I. Violation of any Terms or Conditions of the IBP Agreement;
 - II. Violation of any provision in these Policies and Procedures;
 - III. Violation of any provision in the Compensation Plan;
 - IV. Violation of any applicable law, ordinance, or regulation regarding the Celljetics business;
 - V. Engaging in unethical business practices or violating standards of fair dealing; or

Celljetics

- VI. Returning over \$300 worth of products, services and/or sales tools for a refund within a 12-month period.
- B. Celljetics will notify the IBP in writing *by certified mail, return receipt requested or overnight documented mail*, at his or her last known address of its intent to terminate the IBP's position and the reasons for termination. The IBP will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Celljetics will then have 30 calendar days from the date of receipt of the IBP's response to render a final decision as to termination.
- C. If a decision is made by Celljetics to terminate the IBP's position, Celljetics will inform the IBP in writing that the position is terminated effective as of the date of the written notification. The IBP will then have 15 calendar days from the date of mailing of such notice to appeal the termination in writing. Celljetics must receive the IBP's written appeal within 20 calendar days of the date of the Celljetics termination letter. If the written appeal is not received within this time period, the termination will be considered final.
- D. If the IBP does file a timely appeal of termination, Celljetics will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the IBP of its decision. The decision of Celljetics is then considered final and not subject to further review.
- E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Celljetics. The former IBP shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Celljetics products or services. Celljetics will notify the active Upline Sponsor within 10 days after termination. The organization of the terminated IBP will "roll up" to the active Upline Sponsor on record.
- F. The Celljetics IBP who is involuntarily terminated by Celljetics may not reapply 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 Celljetics, following a review by the Celljetics Compliance Committee*. In any event, such IBP may not re-apply for a position for 12 months from the date of termination.

11.11 Effect of Cancellation

- A. Following an IBP's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such IBP;
- I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the IBP's former organization or any other payments in association with the IBP's former independent position;
- II. Effectively waives any and all claims to property rights or any interest in or to the IBP's former Downline organization;

Celljetics

- III. 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 Celljetics.

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action - Purpose

- A. It is the spirit of Celljetics that integrity and fairness should pervade among its IBPs, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Celljetics reserves the right to impose disciplinary sanctions at any time, when it has determined that an IBP 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 Celljetics.

12.2 Consequences and Remedies of Breach

- A. Disciplinary actions may include one or more of the following;
 - I. Monitoring an IBP's conduct over a specified period of time to assure compliance;
 - II. Issuance of a written warning or requiring the IBP to take immediate corrective action;
 - III. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Celljetics receives adequate additional assurances from the IBP to ensure future compliance;
 - IV. Suspension from participation in Company or IBP events, rewards, or recognition;
 - V. Suspension of the Celljetics IBP Agreement and position for one or more pay periods;
 - VI. Involuntary termination of the IBP's Agreement and position;
 - VII. Any other measure which Celljetics deems feasible and appropriate to justly resolve injuries caused by the IBP's Policy violation or contractual breach; OR
 - VIII. Legal proceedings for monetary or equitable relief.

13.0 DISPUTE RESOLUTION

13.1 Grievances

- A. If a Celljetics IBP has a grievance or complaint against another IBP regarding any practice or conduct relating to their respective Celljetics 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 Celljetics Compliance Department as outlined below in this Section.
- B. The Celljetics Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the IBPs involved.

Celljetics

- C. Celljetics will confine its involvement to disputes regarding Celljetics business matters only. Celljetics will not decide issues that involve personality conflicts or unprofessional conduct by or between IBPs outside the context of a Celljetics business. These issues go beyond the scope of Celljetics and may not be used to justify a Sponsor change or a transfer to another Celljetics organization.
- D. Celljetics does not consider, enforce, or mediate third party agreements between IBPs, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
 - I. The Celljetics IBP should submit a written letter of complaint (e-mail will not be accepted) directly to the Celljetics Compliance Department. The 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.
 - II. Upon receipt of the written complaint, Celljetics will conduct an investigation according to the following procedures;
 - a. The Compliance Department will send an acknowledgment of receipt to the complaining IBP;
 - b. The Compliance Department will provide a verbal or written notice of the allegation to the IBP under investigation. If a written notice is sent to the IBP, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by Celljetics
 - 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. IBP calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- F. Celljetics will make a final decision and timely notify the Celljetics IBPs involved.

13.2 Arbitration

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- A. **Any controversy or claim arising out of or relating to the Celljetics IBP agreement, these Policies and Procedures, or the breach thereof, the IBP's business or any dispute between Celljetics and the IBP, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Any such arbitration shall be held in Grand Island, Nebraska. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.
- B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney's fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.
- C. This agreement to arbitration shall survive any termination or expiration of the IBP agreement.
- D. Nothing in these Policies and Procedures shall prevent Celljetics from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Celljetics interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- E. **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.**
- F. These Policies and Procedures and any arbitration involving an IBP and Celljetics shall be governed by and construed in accordance with the laws of the state of Nebraska, without reference to its principles of conflict of laws.

13.3 Damages

- A. In any case which arises from or relates to the wrongful termination of the IBP Agreement and/or an IBP's Celljetics business, the Celljetics and IBP agree that damages will be extremely difficult to ascertain. Therefore, the Company and IBP stipulate that if the involuntary termination of the IBP Agreement and/or loss of the IBP's Celljetics business is proven and held to be wrongful under any theory of law, the IBP's sole remedy shall be liquidated damages calculated as follows:

Celljetics

- I. For IBP's at the "Paid As" rank of Emerald or above (with the exception of paragraph II below), liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Celljetics Compensation Plan in the twelve (12) months immediately preceding the termination.
 - II. For IBP's at the "Paid As" rank of Diamond, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the Celljetics Compensation Plan in the twenty-four (24) months immediately preceding the termination.
- B. In any action arising from or relating to the Agreement, the Celljetics business, or the relationship between the Company and IBP, both parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The Company and IBP further waive all claims to exemplary and punitive damages.

13.4 Severability

- A. 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

- A. Only an officer of Celljetics can, in writing, affect a waiver of the Celljetics Policies and Procedures. Celljetics's waiver of any particular breach by an IBP shall not affect Celljetics's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other IBP.
- B. The existence of any claim or cause of action of an IBP against Celljetics shall not constitute a defense to Celljetics'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.

14.0 GOVERNING LAW

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Nebraska and the exclusive jurisdiction of the United States courts.

15.0 Celljetics GLOSSARY OF TERMS

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ACTIVE IBP: An IBP who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each IBP; includes the IBP Agreement, the Celljetics Policies and Procedures, and the Celljetics Compensation Plan, all in their current form and as amended by Celljetics in its sole discretion. These documents are collectively referred to as the “Agreement.”

CANCEL: The termination of an IBP’s business. Cancellation may be either voluntary, involuntary, or through non-renewal.

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

CUSTOMER: A Customer who purchases Celljetics products and does not engage in building a business or retailing product.

INDEPENDENT BRAND PARTNER: An individual who purchases product, generates retail sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Celljetics that provides critical data relating to the identities of IBPs, sales information, and enrollment activity of each IBP’s organization. This report contains confidential and trade secret information which is proprietary to Celljetics.

ORGANIZATION: The Customers and IBPs placed below a particular IBP.

OFFICIAL CELLJETICS MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Celljetics to IBPs.

RECRUIT: For purposes of Celljetics’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 Celljetics IBP or Customer to enrol 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 labelling 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 Celljetics labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SPONSOR: An IBP who enrolls a Customer, Retailer, or another IBP into the Company, and is listed as the Sponsor on the IBP Agreement. The act of enrolling others and training them to become IBPs is called “sponsoring.”

Celljetics

UPLINE: This term refers to the IBP or IBPs above a particular IBP in a sponsorship line up to the Company. It is the line of sponsors that links any particular IBP to the Company.