

ZOEGETICS INTERNATIONAL, LLC
POLICIES AND PROCEDURES

The following Policies and Procedures are effective as of October 25, 2008.

This version of Policies and Procedures supersedes any and all printed material.

INTRODUCTION

Zoegetics™ Policies and Procedures, the Policies and Procedures propounded by Zoe, LLC (“ZOE”), govern the manner in which a Zoe Member (as defined in Section Two below and sometimes referred to simply as “Member” or “Members” or “ID”) does business with Zoe, other Zoe Members and retail customers. The Zoegetics™ Compensation Plan (the "Compensation Plan"), the extensive compensation plan offered by Zoe, the Zoegetics™ Membership Application (the "Membership Application"), the membership application of Zoe (the “Application”), and these Policies and Procedures constitute a complete contract (the "Contract") between independent Members and Zoe. Failure to comply with the provisions of any of these documents comprising the Contract may result in the loss of a Member’s right to information concerning the Member's line, the loss of a Member's right to receive a bonus check, and/or the termination of the Member’s membership. Zoe reserves the right to change any of the Policies and Procedures in its sole discretion. Zoe also reserves the right to overrule any policy or procedure at its discretion. Changes will become effective after appearance in any Zoe publication notice or posting on our Website.

1. Zoe Ethics

As an independent contractor and Member of Zoe, I acknowledge and agree as follows:

That I will be honest and fair in all of my dealings while acting as and Independent Zoe Member; furthermore, I will perform my professional activities in a manner that will enhance my reputation and the positive reputation of Zoe;

That I will fulfill my leadership responsibilities as a Sponsor by training, assisting, and otherwise supporting, Zoe Members in my sales organization. I will respect the sponsor relationship of every Zoe Member in the Zoe family and I will not attempt to interfere with or change these relationships. I will not make disparaging or untrue claims about other Zoe members;

That I will follow the Policies and Procedures to the best of my ability, using my best efforts to follow the spirit, as well as the letter of these Policies and Procedures;

That I will abide by any and all federal, state, provincial, county and local laws, rules and regulations pertaining to the Zoe Contract, the receipt, holding, acquisition, distributing, selling, or advertising of any Zoe products and/or services;

That I will not diagnose or prescribe treatment for disease, nor will I make any claims regarding the use of Zoe products for the treatment or cure of the same. I will never recommend to anyone that he/she discontinue the services, recommendations or medications of any doctor or other healthcare

professional, nor will I misrepresent or make representations regarding the income potential of the Compensation Plan;

That I will not misrepresent the Zoe products or the Compensation Plan; nor will I engage in disparaging, misleading, deceptive, or illegal practice; and

That I will promptly honor the terms of the Zoe Retail Customer Product Guarantee with all of my customers.

2. Definitions

The terms contained in these Policies and Procedures shall be construed in accordance with their common meanings except that the terms listed below shall be defined as follows:

Zoe Member: An independent contractor or distributor who has completed and signed a Zoe Membership Application and who's Application (or any renewal thereof) has been accepted by Zoe. The term "Zoe Member" includes any person with a beneficial interest in a Zoe Membership.

Independent Distributor or "ID": A Zoe Member who is actively distributing Zoe products and/or services.

Zoe Application: The membership application to be submitted to Zoe. The "Zoe application" form becomes a legally binding contract between the Zoe Member and Zoe. The Zoe Application may be completed online, by phone, or by hand and is subject to acceptance or rejection by Zoe in its sole discretion.

Zoe Group: All Zoe Members of a Zoe Member's down-line organization.

Zoe Sponsor: A Zoe Member who personally introduces an individual or entity for Zoe Membership in Zoe.

Zoe Membership: The rights to distribute Zoe products and fulfill obligations to Zoe as a Zoe Member.

Zoe Upline: Those Zoe Members who are either identified as the Zoe Member's Sponsor or those entitled to compensation based upon the Zoe Member's sales volume pursuant to the Zoe Compensation Plan.

Placement Upline: The Member located directly above a Zoe Member's position in the Zoe structure.

3. Application Process

Application: A person may become a Zoe Member by completing, signing, and returning a Membership Application, or by applying and submitting the same online. When Zoe receives and accepts a Membership Application, Zoe will assign a unique Customer I.D. number to each applicant. Zoe Members must use their I. D. number when they call Customer Service to place orders or track commissions and bonuses. Zoe reserves the right to reject, in its sole discretion, any Membership Application submitted for approval. Zoe will not

accept inaccurate or false information on the Membership Application. Zoe Members are responsible for informing Zoe of any changes affecting the accuracy of their Membership Application.

Territory: Acceptance of your Membership Application authorizes you to conduct business in the United States, as well as any other country identified by Zoe through formal announcement by Zoe to Zoe Members generally.

Customer ID Number: Every Zoe Member will have a unique numerical identification number ("ID number"), usually a social security number (in the case of an individual) or tax id number (in the event the member is a business association, entity, or trust). All individual members will supply Zoe with their social security number at the time of submitting the application. All U.S. corporate, partnership, and trust entities that are Members must provide Zoe with certification of their Employer Identification Number, or an appropriate Trust Identification Number. Members in other countries must provide Zoe with certain additional information to obtain a Customer ID Number. This number will be uniquely assigned by Zoe.

Beneficial Interests: While partnerships, corporations, and trusts may be granted Zoe Memberships, an individual may not have a beneficial interest or be listed in more than one Membership, including but not limited to, businesses, trusts, organizations, and families. Members of the same family unit - defined as a husband, wife and children living at the same address - may have more than one Zoe Membership account, if they are sponsored by the same person (who may not be a spouse), are in the same "leg" of the sponsor's down line, and must have attained the age of majority in their domiciled state. Zoe Members who initiate Memberships in violation of this policy will lose such Memberships and may lose their original Membership as well at the sole discretion of Zoe.

Corporations, Limited Liability Companies: Corporate Membership Applications must contain the names and appropriate identification numbers of the principal officers (president, vice-president(s), secretary, and treasurer), members of the Board of Directors, and shareholders. A copy of the corporate Articles of Incorporation (or Articles of Organization in the case of a limited liability company) or the like, must accompany the Membership Application, as well as a corporate resolution or similar document authorizing such an entity's enrollment in the Zoe program. A Membership Application signed by an authorized officer shall legally bind the corporation. In the case of single member limited liability company, the social security number of the individual shall be utilized as the company ID number unless Zoe is directed to use the EIN of the limited liability company in writing.

Partnerships: Partnership applications must include a copy of the articles of organization and partnership or operating agreement, if such exists or is required by law. All partners of a partnership must sign the Membership Application. The Membership Application must also contain the names and one Social Security Number of the general partner or tax identification number to be used to identify the partnership.

Trusts: Trust applications must include a signed letter identifying the manager or trustee of the trust. The application must include the trust's Tax Identification Number, the names of all persons having a beneficial interest in the trust, and a certified copy of the trust document. The Membership Application must be signed by the manager or trustee of the trust and such signature shall be deemed authorized by the trust, binding such trust to the Policies and Procedures and the Contract.

Sole Proprietors and Other Entities: Sole proprietors and Registered DBA's (i.e., Doing Business As), with distinct Tax Identification Numbers may be required to submit a signed statement or copy of ownership or other appropriate documentation and tax identification information.

Zoegetic International Membership Status Changes: A Zoe member who wishes to change his or her status from that of an individual Zoe Member to a participant in a corporation, partnership, or trust under the same sponsor may do so, subject to the prior written approval from Zoe.

Zoe Member Marriage: If two Zoe Members choose to marry, they may maintain their separate, independent organizations. However, all awards, recognition, incentives, company benefits, trips, and promotions earned will be awarded to only one account, regardless of the PV maintained on the other account. A copy of the marriage certificate must be submitted to the Zoe Customer Service Department within thirty (30) days after any marriage between two Zoe Members.

Zoe Member Divorce: If married Zoe Members who share a Membership obtain a divorce, Zoe will continue to treat the Membership pursuant to the original Membership Application until such time that Zoe receives written notice from the parties, or official court documentation, directing otherwise. Any written notice of change shall be witnessed and notarized as to both parties.

Zoe Member Death: In the event of a Zoe Member's death, the Membership may be conveyed by will or trust to the Member's heirs subject to the prior approval of Zoe. The death certificate along with a certified copy of the will or court order, as well as a new Membership Application in the name of the new Zoe Member receiving the Membership, must be forwarded to Zoe. If a new Membership Application is not submitted within ninety (90) days, the Membership will terminate.

Zoe Membership Transfers: No Zoe Member may delegate or assign his, her or its duties as a Member. No Zoe Member may convey, sell, assign, pledge, encumber, or otherwise transfer a Membership or rights of a Member except by submitting the following required items to the Zoe Compliance Department for approval, namely:

- a. A newly signed Zoe Membership Application form from the buying or receiving party;
- b. A signed statement from the selling Zoe Member's Sponsor rescinding the sponsorship of the selling person. The Sponsor shall have fifteen (15) days after receipt of written notice of the terms of conveyance, by hand delivery or certified mail, within which to accept the terms of sale and purchase the Zoe Membership;
- c. A copy of the Sales Agreement (no sale, assignment, or transfer of any Zoe Membership or any Zoe Member rights shall be effective without the prior written approval of Zoe);
- d. After a review of the terms of the sale, Zoe reserves the right to approve or disapprove, in its sole discretion, the proposed purchaser's qualifications and intentions to manage and develop the Zoe Membership. The Sales Agreement must be executed by the seller prior to the consummation of sale and a notarized copy of the fully executed Agreement must be submitted to Zoe;

e. A termination notification from the buying party, if such party has an existing Zoe Membership. Any active Zoe Member desiring to acquire an interest in another Zoe Member's business must first terminate the existing Zoe Membership of the buyer. The buyer must then reapply six months later as a Zoe Member in the newly acquired Zoe Membership interest by submitting a new Membership Application, which must be accepted by Zoe.

f. A signed statement from the selling Zoe Member agreeing and promising the following: "I will not raid or recruit any Zoe Member for one year from [the effective date of the sale. I will not 'cross-sponsor' or recruit any Zoe Member into any other direct-selling or multilevel marketing organization." As part of the sales agreement, the seller of a Zoe Membership must also agree to not engage in any activity that would cause Zoe or the Zoe Membership being sold to be diluted or weakened through activities such as raiding or making disparaging comments.

Zoe Membership Account Changes: Account changes, such as changes in the Zoe Membership address or name of record, may be accomplished by submitting a new Membership Application form (with the word "Amended" visibly written at the top), to the Customer Service Department, or by making changes online. All amended forms must be completed in their entirety and signed by all parties of the Zoe Membership. Name changes require appropriate legal proof of the change.

Legal Age: Zoe Member applicants must be of legal age in the jurisdiction of the applicant's residence.

4. Zoe Member Responsibilities

General: A Zoe Member must comply with the Zoe Code of Ethics, the Policies and Procedures, the Membership Application, the Compensation Plan and all other Zoegetics™ rules and regulations as may be published from time to time, together with all contractual obligations, state, federal and other applicable laws. Zoe cannot tolerate activity by a Member that is unethical. Zoe may intercede when unethical behavior is discovered or reported. Zoe reserves the right to declare a Member's activities to be unethical. Zoe shall use its best judgment and discretion in determining whether certain Member's activities are, in fact, unethical. Any breach or violation of these policies may be deemed unethical. Any action which may cause Zoe or its Members the loss of good reputation, or that is detrimental to the business of Zoe, will be considered unethical business practice and will be grounds for disciplinary action, including termination of Membership or status as an ID.

Independent Contractor Status: A Zoe Member is an independent contractor and is not an agent, an employee, a partner, or a party in a joint venture of Zoe or of any sponsor or Zoe Member. A Member may not represent that such arrangements exist. A Zoe Member is responsible for the Member's own business decisions and expenditures and for satisfying all federal, state, and local laws and regulations applicable to the residence of the Member. As a Zoe representative and new business owner we highly recommend that you visit the following link, <http://www.irs.gov> and download the free publications that will help you understand the proper requirements and procedures for your Federal Tax Liabilities.

Helpful publications may include:

17 Federal Income Tax for Individuals.

- 334 Tax Guide for Small Business,
- 463 Travel, Entertainment, Gift and Car Expenses.
- 587 Business Use of Your Home.

Zoe is not offering tax advice and should you have any questions regarding your tax status or other tax concerns, you are encouraged to contact a tax professional or the Internal Revenue Service directly. Because Zoe Members are independent contractors, Members are not eligible to claim unemployment or worker's compensation as a result of having been or being a Member.

Independent Business Operator Identification:

There is no good reason for a person to have more than one position within a network marketing structure. It can create confusion, allow for manipulation and game playing, and ultimately rob the upline and downline of sales volume. This is why many states have enacted "anti-stacking" statements regarding FTC compliance and network marketing structures. To achieve nationwide compliance, Zoe will not allow any new members to have more than one position per person within our company. This includes any additional positions held within a business, such as a partnership, corporation, LTD, LLC or DBA. A person can have only one financial interest in the entire company. A determination of compliance will be in the sole discretion of Zoe. Members will not be able to have a personal position (SSN) as well as a business position (EIN), or various multiple combinations of either. We will require that each position have a valid Social Security Number on file with Zoe. A business that operates with an EIN will be asked to furnish the names of all principles/partners with a financial interest in that business, their individual SSNs as well as their place of residence to ensure compliance.

Unfair Competition, "Cross-Sponsoring", and "Down line Raiding": A Zoe Member shall not sponsor or solicit another Zoe Member into any other network-marketing or direct-selling company with the exception of those individuals the Zoe Member has personally sponsored and placed on the Zoe Member's down line in the Compensation Plan. Such prohibited solicitation is known as "Cross-Sponsoring." In addition, no Zoe Member shall participate directly or indirectly in any action or solicitation that causes another Zoe Member to be sponsored through someone else into any other network-marketing or direct-selling company. Advertising that solicits participation in another network-marketing or direct-selling company is considered Cross-Sponsoring. These activities constitute grounds for termination. Likewise, a Member may not attempt to persuade other Members to change Sponsors within Zoe (i.e., "Down line Raiding"). This activity constitutes grounds for termination.

Product Claims: A Zoe Member shall not make medicinal claims, therapeutic claims, or any unauthorized representation regarding Zoe or any Zoe products, nor shall a Zoe Member prescribe Zoe products as suitable for the treatment of any ailment. No representation or sales offers shall be made relating to Zoe products which are not complete, accurate, and truthful as to quality, performance, and availability. Appropriate product information is contained in approved product literature from Zoe.

Income and Opportunity Claims: No unreasonable, misleading or other misrepresentation of earnings or potential income may be made by a Zoe Member. Income guarantees or expectations of any kind are prohibited, as is disclosure or exhibition of actual or copies of bonus checks or similar evidence. Specific dollar claims or "average" earnings claims must not be used. If general income examples, extrapolations, or

geometric progressions are used to explain potential earnings, growth or success, then actual current average income figures of all Zoe Members at all levels as provided by Zoe, must also be stated.

Future Growth Claims: A Zoe Member must not imply or assert that additional products or services will be added to the products and services currently offered or that enhancements to the Compensation Plan are forthcoming or that specific countries, territories, or areas are about to be added to countries, territories, or areas of Zoe operation unless, or until, that fact has been officially announced by Zoe.

Governmental Endorsement Claims: A Zoe Member shall not represent that the Zoe Compensation Plan or that any of its products have been approved, sponsored, or endorsed by any governmental agency.

International Sales: A Zoe Member may not sell any Zoe products in countries, territories, or areas where the sale of such products is not authorized by Zoe. A Zoe Member may purchase products exclusive to a particular market, while in that market, but may not resell these products in another market.

Automatic Zoe Membership Termination: A Zoe Member who does not purchase a minimum of 120 PV of product for a period of six (6) months will automatically have their Zoe Membership suspended.

Reporting Unethical Behavior: While complaints should generally be directed to and through the Zoe Member's Upline Sponsors, a Zoe Member who has a specific complaint about another Zoe Member, or is aware of any violation of these Policies and Procedures by another Zoe Member, should direct such complaint in writing or by email to the Zoe Customer Service Department in order to minimize the negative aspects accompanying such complaints.

No Waiver of Policy Enforcement: A failure on the part of Zoe to enforce any Policies and Procedures with one Zoe Member shall not constitute a waiver by Zoe to enforce any such provision(s) with that same Zoe Member or any other Zoe Member.

Zoe Member Lists: Lists of Zoe Members ("Lists"), whether partial or complete, and whether prepared by Zoe Members, Zoe, or third parties, are the confidential and proprietary information of Zoe. Zoe has derived, compiled, configured, and currently maintains and protects Lists through the expenditure of considerable time, effort, and monetary resources. Lists, in present and future forms, constitute commercially advantageous proprietary assets and trade secrets of Zoe, which the Zoe employees and Members agree to hold confidential during and after the term of their Zoe Membership.

Zoe may provide, for a fee, uniquely tailored portions of Lists to Members for limited purposes of Zoe business. Each portion of a provided List contains information specific to the Member who requests the List and the Zoe Member's down line or up line organization.

A List may be provided by various media including, but not limited to, mail order, fax, and the Internet. A Zoe Member or former Zoe Member must, upon request of Zoe, promptly return or destroy all lists and certify to such return or destruction in writing.

Lists are provided for the exclusive and limited use of the Zoe Member to facilitate training, support, and service of the Member's down line to further the Zoe Member's Zoe business only. Each Member agrees that the use of a List provided by Zoe, for the intended scope of use, constitutes a separate, exclusive license

agreement between the Member and Zoe.

Zoe Member Lists remain, at all times, the exclusive property of Zoe. A Member requesting a List agrees:

- a. To limit the use of a List to the specified scope of use of the List and exclusively to advance a Member's Zoe related business;
- b. To hold confidential and not disclose or transfer or allow access of any List or portion thereof to or by any third party, including, but not limited to, existing Zoe Members, competitors, and the general public. Any intended or unintended use, disclosure or access to Lists, outside of those authorized, constitutes misuse, misappropriation and a violation of the Member's license agreement, and may cause irreparable harm to Zoe;
- c. That, upon any violation under this provision, the Member shall be deemed to have agreed and stipulated to preliminary, temporary, and permanent injunctive relief, enjoining such use under applicable law, and to promptly retrieve and return to Zoe all Lists previously provided to the Member;
- d. That intended or unintended misuse of a List is cause for immediate termination of a Zoe Membership, whether or not such misuse causes irreparable harm to Zoe or one of its Zoe Members and whether or not Zoe seeks any other remedies, relief, or damages;
- e. That the obligations under this provision shall survive the termination of the Zoe Member's Zoe Membership; and Zoe reserves the right to pursue all appropriate remedies, relief, and damages under applicable national or local laws to protect its rights to the Lists as proprietary information and trade secrets of Zoe. Any failure to pursue such remedies will not constitute a waiver of those rights.

5. Sponsoring

Sponsoring: Sponsoring is an important part of being a Zoe Member and carries with it many benefits and responsibilities. A Zoe Member may act as the Sponsor for new Members if the Sponsor is in good standing with Zoe. A new Zoe Member has the right to choose his, her or its sponsor and to have that sponsor listed on the Membership Application. Zoe will not mediate disputes resulting from one or more individuals contacting the same prospect. If more than one Zoe Member claims Sponsorship of the same person, Zoe will accept the first complete and acceptable Membership Application form received by Zoe.

Prospective Zoe Member Information: A Sponsor must provide each potential Zoe Member with a copy of the most current Policies and Procedures prior to, or when giving to such person a Zoe Membership Application form.

Zoe Down line Placement: A Zoe Member may only place a personally sponsored person in his, her or its Zoe downlines under his, her or its Financial Centers. Placing people in other lines, including "cross lines" is not allowed.

A Sponsor has various duties and responsibilities towards his or her down lines, which include the following:

- a. Offer support, information and assistance as well as bona fide supervisory, marketing, selling, and training support.
- b. Exercise best efforts to ensure that all Zoe Members understand and comply with the current Membership Application, Policies and Procedures, and Compensation Plan.
- c. Intervene in disputes arising between a retail customer and any Zoe Member, and attempt to resolve disputes promptly and amicably, without disclosing negative or disparaging information with other Zoe Members or any other person.

Change of Sponsorship: The changing of sponsors is not allowed. Once a Zoe Member is sponsored, Zoe believes in protecting that relationship, except in the case of a Zoe Member using unethical means to sponsor someone. Under exceptional circumstances, Zoe Members wishing to change sponsors can request to do so by submitting a document of justification for the change, as well as the signatures of all parties involved. This request will be reviewed by Zoe, and a written notification of approval or disapproval will be submitted to the applying Member. If the current sponsor will not sign over the sponsorship, then the Zoe Member desiring a new sponsor must cancel their membership, wait for six (6) months, and then sign up again in a new position.

Global Sponsoring: A Zoe Member may sponsor people in his, her or its down lines from other countries where Zoe is currently doing business.

6. Ordering Products & Sales Materials

Ordering Guidelines: A Zoe Member may order products pursuant to the following guidelines:

- a. Product orders will generally be processed within two to five (2-5) business days. Shipments are made by common carrier and delivery may be expected within 7 days, unless special provisions are made. Shipments may be made only to street addresses. General Delivery and post office box destinations are not acceptable in the United States and Canada. The Zoe Member is ultimately responsible for any loss, damage, or shortage to the shipment after it leaves the Zoe warehouse.
- b. Upon receipt of a product shipment, Zoe Members should immediately inspect shipments to determine whether orders are complete and in sellable condition. Members should ask the shipper's representative to show them how to file a claim for damaged or missing materials.
- c. Before assuming loss on any order, a Zoe Member should wait at least fifteen (15) working days from the placing of an order. If a shipment or order is lost, the Member should notify Customer Service. Lost shipments, if later found and/or delivered, must be reported to the Customer Service as soon as possible and in any event within seven (7) days of delivery.
- d. A Zoe Member who signs a delivery release with a common carrier, authorizing the carrier to deliver an order, without a signature, releases Zoe from responsibility for such delivery.

Return of Products-General Information:

A Zoe Member who has purchased products may return these if the following steps are taken within thirty (30) days from the date the products were ordered.

- a. The product/s being returned must be linked to a specific order placed in the Zoe Member's business centers;
- b. The products must be returned within thirty-days from date of purchase, and must be returned within two weeks of the MRA being issued.
- c. All products must be shipped to the address on the rear of the pack slip that is included in the original order and must be packed appropriately so as to avoid damage during shipment. Should products arrive damaged they will not be considered re-salable and will be returned to the Zoe Member at his expense and without refund or exchange.
- d. The Zoe Member's name, order number, and a list of the products being returned should be included on the packing slip inside the package.
- e. The Zoe Member can then ship the products back to the warehouse. Shipping cost is the responsibility of the Zoe Member.
- f. The packages with the proper authorizations will be processed and the Zoe Member's refund will be issued. Ninety percent of the product purchase price will be refunded less shipping charges and any bonus or commission paid out, an applicable volume will be deducted from applicable Members.

If product is returned that was not approved when issued, it will be returned to the Zoe Member at his expense.

Members who return their initial order will be credited 100% of their purchase price, less shipping, if the above steps are completed and this takes place within thirty (30) days from the date of the original purchase. The return of this initial order will cancel this member's business center activation if such activation was dependent upon this order. All volume and related commissions paid on this order will be deducted from the applicable Zoe Members' accounts.

All product packs, including wholesale and retail packs, must be returned in their entirety. No partial packs will be accepted. Additionally, there will be no product substitutions accepted in packs.

All products must be returned unopened and in re-salable condition in order to receive a refund.

Once a customer has made a return from a specific order, the exchanged products may not be returned for additional exchanges or refund.

Refunds will be issued to the credit, debit, or check card used at the time of purchase.

Check or cash payments will be refunded via check, which will be mailed to the Zoe Member.

Product Orders:

A Zoe Member may order product online. Two or more Zoe Members may not combine orders on the same order form. Orders must conform to the following requirements:

- a. Orders placed through the Zoe Internet Website must be paid by credit card or other acceptable forms of payment set forth on the website at the time of purchase. Double shipments occurring due to a Zoe Member's placing of an incorrect order is the financial responsibility of the Zoe Member. Full payment must accompany all orders. Zoe will not accept COD (cash on delivery) orders. If a Zoe Member's credit card is not approved, every reasonable effort will be made to contact the Zoe Member. However, it is the Zoe Member's responsibility to ensure that payment has been approved. Unless the Zoe Member has an alternate payment method, the order will be deleted.
- b. A Zoe Member who initiates credit card "charge backs" is deemed to have "Disputed Balances." The Zoe Member receiving credit for the order in question may have future purchase amounts applied, and commissions suspended and applied toward the Disputed Balance until the dispute is resolved to the satisfaction of Zoe.
- c. Zoe is not responsible for an incoming order that is delayed in transit, or for an order that does not arrive at the appropriate Zoe warehouse complete with a valid form of payment. Mail orders must be received by Zoe on or before the last business day of the Bonus period to be counted in that Bonus period.

Payment Options:

Zoe accepts Visa, MasterCard, Discover Card and American Express as payment for products and may, from time to time, accept other methods of payment.

Ordering Restrictions:

A Zoe Member may not submit orders in the name of another Zoe Member. Only orders made on behalf of the Zoe Member's own Zoe Membership will be honored by Zoe. If the use of another Zoe Member's credit card is needed, proper authorization is required. Violation of this rule will result in disciplinary action.

Sales Tax:

Zoe products, when sold by independent distributors, are subject to sales and use tax in most jurisdictions. Direct sales within the State of Georgia are subject to sales and/or use tax within that state. Zoe collects and remits sales tax as required by law within the State of Georgia. In certain instances, Zoe may collect taxes on behalf of an independent distributor or Member. The collection of tax by Zoe does not relieve Zoe Members of their responsibility and duty to comply with any and all customs, tariff and tax regulations as may apply to Zoe Members and their business.

7. Advertising & Product Displays

Advertising: Zoe encourages Zoe Members to promote all Zoe products and marketing opportunities pursuant to appropriate guidelines. However, failure to follow the guidelines can result in damage to the reputation of Zoe and its products, and can trigger undesirable publicity and possible legal action.

When advertising Zoe products, a Member should take special care that he/she operates and clearly designates his/her business as independent from Zoe. Accordingly, the Member shall clearly identify himself/herself in the following format: "John/Jane Doe, Independent Distributor of Zoegetics International, LLC." Members may use the Zoe "Independent Distributor" logo. This logo may only be used with Zoe products and not with any competitor's products or services.

When advertising Zoe products, Zoe Members may not make inappropriate claims about the products. The product claims must be expressed exactly as Zoe expresses its claims.

All trademarks, logos, literature and forms produced or owned by Zoe remain the property of Zoe. Zoe literature or logos for advertising use can be acquired from the Customer Service Department or downloaded from the Zoe website (<http://www.zoegetics.com>).

If anyone makes a legal claim against a Member as a result of his/her use of advertising materials created by Zoe, that claim should be reported to the Zoe Corporate Offices immediately.

Self-produced Promotional Items:

Zoe discourages Zoe Members from producing their own promotional items for their own use, and prohibits Zoe Members from producing promotional items for resale, without express prior written approval of Zoe.

Among other things, federal and state laws require that all materials created independently or derived from any Zoe materials (collectively, "Independently Created Advertising Materials") be used in a manner that does not infringe or dilute the trademarks and rights of Zoe or any third party, does not infringe the copyrights of Zoe or any third party, and does not make any false or misleading claim about Zoe or the products advertised. Simply put, before you use anything that is not obtained directly and with the permission of Zoe, it must be approved by Zoe staff.

Independently Created Advertising Materials are solely the responsibility of the Member who creates them and any person who uses them. Use of such materials may result in damages to the Member creating or utilizing the same.

Zoe disclaims any right or obligation to control the content of Independently Created Advertising Materials in any medium, including print, television, radio and the Internet. Zoe will not indemnify any Member against any claim that Independently Created Advertising Materials violate the rights of any third party. Zoe, however, retains the right to demand that a Member cease the use of any Independently Created Advertising Materials if, in the judgment of Zoe, such materials violate the law, the rights of Zoe or the rights of any third party. The Member shall hold harmless Zoe for any liability arising out of the use of Independently Created Advertising Materials.

Proprietary Names:

A Zoe Member may not use any Zoe intellectual property including, but not limited to, copyrights, trademarks, logos, or trade secrets, or any distinctive slogan or phrases used by Zoe to promote the Zoe Members' businesses. Furthermore, a Zoe Member may not obtain, through use or filing for a trademark or copyright application, any right, interest or title to the name, trademarks, logos, or trade secrets of Zoe and its products.

If Zoe should decide to change or abandon any of its trade names or marks, each Zoe Member must also change or abandon such trade name or mark to the extent the same was rightfully used by the Member in the course of Member's business and approved by Zoe prior to such use.

Electronic and Mass Media Advertising:

Electronic and mass media advertising are prohibited. A Zoe Member may not advertise Zoe or its products or services on television, cable television, radio, newspapers, email, or any other form of electronic or mass media advertising without prior written permission, which can be withheld in the sole discretion of Zoe.

Telemarketing:

Any Member who uses the telephone to market Zoe products must comply with all applicable state and federal regulations for telephone marketing and solicitation, including registration as a telemarketer. It is the policy of Zoe that all Members must respect the federal "do not call list" even when there is some uncertainty as to its validity or application as a matter of federal law. Members must clearly identify themselves as independent from Zoe.

Internet Use:

Although we encourage the use of our replicated websites, as they contain valuable information, Zoe Members may use the Internet to promote the Zoe opportunity and products by creating a web page, home page, or website subject to the following requirements:

The web site may not use any Zoe name(s), trademarks, logo(s), or product name(s), or any name that otherwise does not meet with approval of Zoe, in the URL address or domain name.

The website may not give to any users the impression or any reason to believe that they have reached the corporate office's website of Zoe. The website must state clearly and conspicuously that it is owned and operated by an independent distributor of Zoe and other than being an independent distributor of Zoe products, is not affiliated or endorsed by Zoe and further, that Zoe is not liable for any statement, omission, or misrepresentation in the web site.

Any time the word "Zoegetics" is used as a title on the web site, it must be preceded by the words "Independent Distributor" to read "Independent Distributor of Zoegetics™." A Zoe Member may not use any Zoe logo unless the logo has the words Independent Distributor directly below it.

A Zoe Member's website must accurately display all trademarks owned by Zoe. Zoe Members are responsible to make all changes to reflect the latest use of Zoe names, logos, and trademarks.

A Zoe Member may not advertise on the Internet by purchasing space on any other web page such as a search engine or commercial web site. Zoe products may not be marketed in conjunction with similar or competing products from any other company. This includes web-based catalogs, marketplaces, eBay, etc.

A Zoe Member may not use mass emailing/spamming to promote the Zoe opportunity or products. Zoe Members are encouraged to follow all Internet etiquette and applicable regulations and to be good "net" citizens.

These Policies and Procedures, including the advertising and marketing guidelines and restrictions regarding not practicing medicine or diagnosing, apply to communications sent via email. While Zoe cannot monitor your email, government authorities may. A breach of the law can also result in immediate termination of a Zoe Membership for cause.

All advertising and marketing guidelines under these Policies and Procedures also apply to a Member's use of the Internet to sell Zoe products or advertise or advance the Member's business.

All Members who want to use a Zoe logo, must use the Zoe Independent Distributor Logo, not the Zoe Corporate Logo. Please be aware that there is only a minor difference between the two logos with the additional words "Independent Distributor" typed on the logo.

Zoe must insist on usage of the correct logo to protect its trademarks for the benefit of Zoe and all of its Members. If a Member wishes to use the Independent Distributor logo, he/she must obtain and enter into a trademark license agreement from the Zoe website or Customer Service.

Personal replicated websites that Zoe has created and maintains for its Members carry the Zoe approval. A "double-click" rule also applies. This rule states that there must be a web page in between all links from the Member's website and the Zoe websites, and that web page must include the disclaimer provided by the Zoe Legal Department. Framing of any part of a Zoe website is strictly prohibited.

Members must not register any trademarks or names of third parties, especially of companies competitive with Zoe, as meta tags with Internet search engines. Such action is a violation of federal law, and is also cause for disciplinary action and termination of your Zoe Membership.

All Members shall be solely responsible for any liability or damages caused by their utilization of a website to further their Membership business.

Zoe may, from time to time, prohibit the advertising and marketing of any or all of its products or services over the Internet.

Zoe may at any time prohibit Members in any particular country from filling orders for a product sold to persons in a jurisdiction or territory foreign to that of the Member's residence.

Any Member's website that does not comply with these Policies and Procedures may result in disciplinary action against the Member, including termination of the Membership.

Company Recordings:

A Zoe Member may not produce for sale, for personal or business use any audio, video, or other recording of Zoe-sponsored events, teleconference calls, speeches or meetings. Furthermore, Zoe Members may not reproduce for sale, distribution, or personal or business use any recording of Zoe-produced audio or video presentations without the prior express written consent of the Zoe Marketing

Communications Department. Zoe Member Recordings:

All Company materials, whether printed, on film, or produced by sound recording, are copyrighted and may not be reproduced in whole or in part by its members or any other person except as authorized by the Company. Permission to reproduce any materials will be considered only in extreme circumstances. Therefore, a member should not anticipate that approval will be granted.

A Zoe Member may not, without the prior express written consent of the Zoe Marketing Communications Department, record, make, or prepare audio or video presentations or recordings of any Zoe event, speech, teleconference call, or meeting. Prior written approval must be obtained from Zoe before the sale or distribution of any recording of independently sponsored Zoe Member training or other meetings.

Media Inquiries:

In order to ensure accuracy and consistency of information, a Zoe Member who receives any inquiry from the press or other media regarding any aspect of Zoe, its products or Zoe Memberships should immediately refer such inquiry to the Media Marketing and Communications Department of Zoegetics International, LLC via electronic mail: mediamarketing@zoegetics.com or via telephone at the corporate offices of Zoe.

General Training Fees:

A Zoe Member may not charge for profit a fee for any general training on Zoe products or marketing or for Zoe Member produced training materials without the prior written consent of Zoe. Zoe may charge fees for training Leaders as needed.

Telephone Book Listing:

Telephone book advertising is generally prohibited. However, a Zoe Member may place the following listing in the yellow pages in the appropriate category. All listings for telephone publications should read as follows: "Zoe Independent Distributor" followed by the Zoe Member's name, address, and telephone number. No Zoe Member may display advertisements using the Zoe name, logo(s), trademarks, or product names in any telephone directory.

Toll-Telephone Numbers:

Zoe prohibits the use of 900 numbers or any toll numbers for the purpose of marketing either the Zoe opportunity or its products.

Telephone Answering:

A Zoe Member may not answer the telephone in any manner that would give callers a reason to believe that they have reached the corporate offices of or an office of Zoe. Specifically, a Zoe Member shall not answer the telephone by saying "Zoegetics" or "Zoe" or the like. Zoe Members may answer the telephone indicating that they are an independent Zoe distributor. Answering machines must also comply with this policy.

Revised Company Literature:

A Zoe Member is responsible for notifying the Zoe Member's down line organization of new Zoe information. New Zoe policies, forms and literature replace old policies, forms, and literature. A Zoe Member should destroy outdated or invalid literature and forms. Zoe is not obligated to reimburse any Zoe Member for outdated materials in the Zoe Member's possession.

Repackaging:

A Zoe Member can repackage monthly supplies for samples using only approved Zoe marketing materials purchased through Zoe. A Zoe Member shall not sell any such product under any name or label other than that authorized by Zoe.

Service and Retail Establishment Displays:

Although Zoe permits the retail sale of products, a Zoe Member may not sell Zoe products in Retail establishments without the written approval of Zoe. Under certain circumstances, Zoe products may be sold through Service Related establishments.

A "Service-Related Establishment" is one that receives revenue primarily by providing personal service rather than by selling products and where the customer's use of the establishment is controlled by customer membership or appointment.

Fairs and Special Events:

Zoe Members may promote Zoe products at sanctioned events, fairs and trade shows with conditions that the products are not shown or displayed with any other products that are sold via network marketing. Flea markets and swap meets are prohibited territory for the sale and/or display of Zoe products, opportunities, literature, or services.

EBay: Zoe Members may not sell Zoe products on EBay or any other internet auction site. This form of selling precludes the personal contact that should be present in a networking environment.

8. Zoe Member Compensation & Fees:

A Zoe Member is compensated pursuant to the Zoegetics™ Compensation Plan applicable to the country of residence of the individuals owning the Zoe Membership, as more fully set forth in the Appendix to these Policies and Procedures below.

The policies outlined in the Zoegetics™ Compensation Plan brochure (or on the Zoe website) are the guidelines for payment of earnings under the Compensation Plan and the fees charged to Zoe Members.

Qualification:

A Zoe Member is wholly responsible for meeting the Zoe Member's qualification requirements. Zoe will not guarantee compensation amounts for any Zoe Member.

Earnings Guarantees:

A Zoe Member is neither guaranteed a specific income nor assured any level of sales, profit, or success.

Commission Period:

The commissions are calculated daily and processed and distributed weekly for Binary earnings and monthly for Unilevel earnings.

Payment of Bonus Checks:

Bonus checks are mailed monthly by Zoe or its designee. Any bonus check in an amount less than twenty-five dollars (\$25.00) may not be issued until the next bonus period. Bonus checks issued to joint applicants in a Zoe Membership will be issued in the names of the first two applicants listed on the Zoe Member Application.

Debiting of Bonus Checks:

Zoe reserves the right to debit or place a hold on a Zoe Member's bonus check for any amount the Zoe Member owes Zoe.

Replacement Checks:

Upon request, Zoe will issue a replacement check for a lost or stolen check; however, a service fee may be assessed.

Service Fees:

Although Zoe provides most Zoe Member services to Zoe Members free of charge, from time to time a Zoe Member will request or require services that warrant additional time and expense to research or address. Examples of these services include down line changes, change in sponsorship, change in placements, etc....

The Member requesting the service will complete the necessary form, available from Customer Service. Zoe charges a minimum fee of \$10.00 per transaction, or the fee specifically stated on the form required for changes, etc....

9. Zoe Member Cancellation of Autoship, Membership, Disciplinary Process, Resignation, and Termination/Cancellation Notification:

Notification of Cancellation of Autoship orders and Zoe Memberships must be made in writing. These documents must contain a signature of the person holding the Zoe account. Sending an email or leaving a voice message with Customer Service does not constitute notification. You may fax in your request for cancellation to Customer Service or mail to Zoe.

Voluntary Resignation: A Zoe Member may, at any time, voluntarily resign by submitting to Zoe a resignation letter signed by all individuals and entities on the Zoe Membership and listing the individual and/or entity names and tax ID numbers or social security numbers. A Zoe Member who voluntarily resigns may not reapply for Zoe Membership until six months after Zoe has made the termination final. A Zoe Member who resigns loses all rights to any down line genealogy and Zoe Member privileges.

Involuntary Termination: If necessary in the sole discretion of Zoe, a Zoe Member may be terminated by Zoe for cause. Zoe has the right to take quick and decisive action in limiting or terminating a Zoe Member that is found in violation of the Policies and Procedures, the Zoe Member Application, rules governing the Zoeetics™ Compensation Plan or any state or federal laws, statutes, and/or regulations that pertain to the business of Zoe. In extreme case of violations by a Zoe Member, Zoe also reserves the right to pursue legal recourse, as well as reimbursement by a Zoe Member for any expenses, including attorney's fees and legal fees generated from a violation, and to seek and obtain other appropriate remedies, relief, and damages.

Disciplinary Process:

Failure to abide by the Policies and Procedures will lead to appropriate disciplinary action. After a disciplinary action is complete, Zoe may announce details of such disciplinary action. Policy violations that do not lead to immediate termination may be dealt with in the following manner and the disciplinary process may involve any or all of these steps:

- i. Informal warning:*** The Zoe Member may be notified, orally, or in writing, that the Zoe Member is in violation of Zoe policies.
- ii. Formal warning:*** If a particular violation continues after an informal warning is issued, or the violation is severe enough to warrant it, a formal written warning may be sent to the offending Zoe Member stating that failure to discontinue the stated violation may result in further disciplinary action.
- iii. Suspension:*** A suspension letter may be sent and considered a final warning. This notice will list actions that must be taken in order for the Zoe Member to reinstate the Zoe Member's account. These actions include ***the immediate cessation of all violations***, submitting a written statement to Zoe responding to the suspension; and any further action that is required by Zoe. Failure to submit this information will cause the violating Zoe Membership to be terminated. The Zoe

Member is notified in writing that if policy violations continue after receipt of the suspension letter, the Zoe Membership will be terminated. A Zoe Member may appeal the suspension in writing within the specified time period outlined in the suspension letter. Suspended Zoe Members are not eligible to receive compensation or Bonuses from Zoe or participate in any functions or programs of Zoe. Zoe reserves the right to withhold compensation until the disciplinary process has been completed to Zoe satisfaction. Because suspended Zoe Members may not place product orders, they may not qualify for compensation during their term of suspension.

- iv. Notification of Termination:* When a decision is made to terminate a Zoe Member for cause, Zoe will send notification by mail to the terminated Zoe Member at the most recent address on file at the Corporate Office. Upon receipt of notice from Zoe, the Zoe Member must immediately cease all Zoe Member activities and remove any applicable web site advertising, if possible.

Appeal of Termination:

If a Zoe Member wishes to appeal a termination, Zoe must receive the written appeal within the time period specified in the termination letter. If the appeal is not received within this time period, the termination will be final. Zoe will review the timely appeal and notify the Zoe Member of the decision. This decision will be final. The termination will be effective from the date of Zoe's original termination notice.

Effect of Termination:

Whether a Zoe Membership is terminated through voluntary resignation or through involuntary termination by Zoe, that Zoe Membership is no longer entitled to sell Zoe products or to Sponsor other prospective Zoe Members. In addition, the terminated Zoe Member shall lose all rights to the existing down line and shall no longer be entitled to receive Bonuses, awards, or any compensation whatsoever from Zoe, nor shall the Zoe Member be entitled to any rights to Zoe Member Lists.

A terminated Zoe Member must immediately return all Zoe Member Lists and other information of Zoe to Zoe.

10. Miscellaneous Provisions

- a. Each Member has had an opportunity to ask questions and receive answers concerning the Member's investment in the Membership Interest and to obtain any additional information that the Company possesses or can obtain without unreasonable effort and expense that might, in the Member's judgment, be necessary to verify any information that has been provided to the Member.
- b. Each Member has the knowledge and experience in financial and business matters to be capable of evaluating the merits and risks associated with becoming a Membership or, if not, has obtained, or had the opportunity to obtain the advice of an attorney, certified public accountant, or advisor with respect to the Membership.

- c. Waiver of Breach. The waiver of breach of any provision of these Policies and Procedures shall not operate as or be construed as a waiver of any subsequent breach. Each and every right, remedy, and power hereby granted to any party or allowed it by law shall be cumulative and not exclusive of any other.
- d. Severability. If any of the provisions of these Policies and procedures or its application to any party under any circumstances is adjudicated to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of these Policies and Procedures or its application.
- e. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter. This Agreement supersedes and terminates any and all other previous or contemporaneous communications, representations, understandings, agreements, negotiations, and discussions, whether oral or written, between the parties with respect to the subject matter. The parties acknowledge and agree that there are no written or oral agreements, understandings, or representations directly or indirectly related to this Agreement or the subject matter that are not expressly set forth.
- f. Interpretation. Where appropriate in this Agreement, words used in the singular shall include the plural, and words used in the masculine or feminine shall include the masculine, feminine, and neuter.
- g. Survival of Provisions. The rights and obligations of the parties under this Agreement may not be assigned or delegated.
- h. Notice. All notices required to be sent by this Agreement shall be personally delivered or mailed by certified or registered mail to the addresses of the Members indicated in the Company's books. Notice of a Member's change of address shall be mailed by certified mail to the Company's registered office.
- i. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia notwithstanding that any party is or may later become domiciled in a different state or jurisdiction.
- j. Any controversy or dispute arising among the parties or under this Agreement shall be resolved by private binding arbitration, conducted by a sole arbitrator, conducted in accordance with the Commercial Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction on the matter. The prevailing party (as determined by the arbitrator) shall be entitled to recover from the other party all costs and expenses (including, but not limited to, attorney fees) incurred in enforcing its rights under the arbitration process. In the event the parties are unable to agree upon an arbitrator within thirty (30) days after written demand being made, then either party, within fifteen (15) days thereafter, but no later than thirty (30) calendar days, may request a list of commercial arbitrators from the American Arbitration Association and submit this matter in accordance with the rules and procedures of the said American Arbitration Association.

- k. This Agreement may be executed in duplicate original counterparts, and all copies of this Agreement so executed shall be deemed to be one Agreement.
- l. Any litigation, not subject to the arbitration provisions set forth hereinabove shall be undertaken in the state courts of Houston County, Georgia or the United States District Court for the Middle District of Georgia, Macon Division. These policies and all agreements between Zoe and Zoe Members are binding on successors and assigns of both parties.
- m. Zoe reserves the right to use comments, photos and video of any of its Members, and their customers or guests, given or gathered at any point in time, for the purpose of corporate communication and education. The reservation of this right includes assignment and release for such usage.

By execution hereof, the undersigned confirms that he has read the Policies and Procedures contained herein and agrees to be bound thereby as of this ___ day of _____, 20____.

ACCEPTED BY:

ZOEGETICS INTERNATIONAL, LLC
By Authorized Representative