



Associate Code of Ethics and Policies and Procedures

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AMS Health Sciences, LLC. dba: "SABA"
Policies & Procedures Manual

Set forth below in this Policies and Procedures Manual (the "Policies Manual") are the policies and procedures applicable to AMS Health Sciences, LLC (hereinafter, may be referred to as "The Company" or the "Company" or "AMS Health Sciences" or "AMS/SABA", or "SABA") relationship with its Preferred Customers (PC's) and Associates ("Associates" or "Distributors" or "Promoter" or "Affiliate"). The Policies, Code of Ethics, AMS Health Sciences, LLC Branding, Advertising and Marketing Policies and Compensation Plan are incorporated into and form a part of your Associate Agreement. The Associate Agreement, the Policies Manual, the Code of Ethics and the Compensation Plan, all in their current form and as amended at The Company's discretion, shall be collectively referred to as the "Agreement." In the event of a conflict between the Policies and Procedures and the terms and conditions of the Associate Agreement, the Policies and Procedures shall govern.

SECTION A – CODE OF ETHICS

AMS Health Sciences is a values-based company that prides itself on the quality and character of its Associates. The following guidelines help ensure a uniform standard of excellence throughout our organization. Every Associate is expected to practice the following ethical behavior when acting in the name of the Company:

- I will be respectful of every person I meet while doing the company-related business.
- At all times I will conduct myself and my business in an ethical, moral, legal and financially sound manner. I will not engage in activities that would bring disrepute to the Company, the Company's corporate officers or employees, me or other distributors.
- I will not make discouraging or disparaging claims directed toward other Company Distributors. I will ensure that in all Company business dealings that I refrain from engaging in negative language. I will refrain from using any type of slanderous statements, implications or assumptions.
- I will be truthful in my representation of the Company products by making no diagnostic, therapeutic, curative or exaggerated claims and by clearly stating all terms of sale. I understand any claim of cure or treatment or any prescription is strictly forbidden.
- I certify that I have willingly, and with personal knowledge, applied to become a Company Independent Distributor. I have not provided my name and/or personal information to anyone else by that they can enroll my name/business/entity as a Distributor in my stead. Furthermore, I will require each prospective distributor I sponsor to complete the required form(s) to enroll themselves whether hard copy or online.
- I will provide support and encouragement to my customers to ensure that their experience with the Company is a successful one. I understand that it is important to provide follow-up service and support to my downline.
- I will correctly represent all the Bonus plans available through the Company and the income potential represented therein. I understand I may not use my own income as an indication of other's potential success, or use compensation checks as marketing materials.
- I will not sell, market, or advertise any of the Company's products to individuals under the minimum age requirement stated on each product label, or as required by any applicable state, federal, or other laws. I will advise all customers to carefully follow product labeling and usage instructions.
- Furthermore, I will instruct my customers and Promoters to seek medical advice from their healthcare provider if they have any questions about how our supplements may affect or interact with their medications, or if they are pregnant or nursing.

- I agree to indemnify and hold harmless the Company, its affiliates, and its shareholders from and against any claim, demand, liability, loss, lost revenues, costs, and attorneys' fees incurred or suffered by the Company, directly or indirectly, arising out of or related to my breach, alleged or actual, of any provision of the Code of Ethics. Furthermore, I agree to refund all commissions paid to me by the Company, without any offset, retroactively from the date the violation occurred.
- I will take appropriate steps to protect the private information of customers and downline.
- I will not abuse the trust my customers and downline place in me, nor will I exploit their age, illness, lack of understanding or unfamiliarity with language.
- I will not make any income claims or representations regarding actual or potential earnings, including but not limited to specific amounts, ranges of gross or net income, or profits. I will also refrain from making statements or implications that suggest the ability to achieve certain lifestyle purchases (such as a home, vehicle, vacation, or similar) based on income earned from being a Saba Distributor or Promoter.
- I will take appropriate steps to protect the private information of customers and downline.
- I agree that I will not make any medical, curative, or weight-loss claims when selling or promoting the Company's products. I understand that all product statements must be limited to the information provided on official product labels and Company-approved materials. I further acknowledge my obligation to comply with the Federal Trade Commission's (FTC) .com Disclosure Guide, the 2018 FTC Business Guidance Concerning Multi-Level Marketing, and the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising. Additionally, I agree to adhere to Section A (8) of the Direct Selling Association's (DSA) Code of Ethics, which prohibits false, misleading, or unsubstantiated product or income claims.
- I will abide by all the Company's Policies & Procedures and the Agreement now and as they may be amended in the future.

Anyone who violates the Code of Ethics or any of the Company's policies or federal, state, and local law or rules and regulations that govern business conduct may face disciplinary action, up to and including termination.

SECTION B - PRODUCER AND DISTRIBUTORSHIP STATUS

B-01 Associate Definition:

An *Associate* (also referred to as "Independent Associateship," "Distributor," "Independent Distributor," "Promoter," or "Affiliate") is an individual who agrees to abide by the Company's Policies and Procedures, as may be amended from time to time, and who has enrolled online through the Company's official website as an Associate.

B-02 Becoming an Associate/Preferred Customer:

An applicant becomes an Independent Distributor or Preferred Customer (referred to as "Associate," "Distributor," "Preferred Customer," "Promoter," or "Affiliate") of the Company upon the successful completion and acceptance of the enrollment process through the Company's official website.

B-03 No Purchase Required:

Except as set forth above, no purchase is required to become an Associate.

B-04 Associate Obligations and Rights:

Associates are authorized to sell Company's products and services; to participate in The Company's Compensation Plan provided they meet the various plan requirements and may sponsor new Associates. Associates shall truthfully identify themselves, The Company, the products, and the purpose of their solicitations to all prospective customers and Associates.

B-05 Legal Age:

Associates shall be of legal age to enter a binding contract in the state of Associate's residence and cannot be younger than 18 years of age.

B-06 Families:

Any member of a "family household" who has reached legal age in his or her state of residence is eligible for direct Associate status. For purposes of this Agreement, "family household" is defined as individuals who are related by blood, adoption or marriage or who reside in the same house.

B-07 Imputed Conduct:

Actions of a spouse or other household family member who did not sign the Company Application and Agreement will be imputed to the business operated by the spouse that executed the Agreement. Therefore, if any action taken by a spouse who did not sign the agreement is in violation of the Agreement, such action shall constitute a violation by the spouse who signed the Application and will subject the business to disciplinary sanctions. Similarly, the conduct of any member of a business entity that operates the Company business will be imputed to all members of the business. If such conduct is in violation of the Agreement, disciplinary action will be taken against the business entity, regardless of whether the individual whose conduct was in violation of the Agreement signed the Company Application and Agreement.

B-08 Married Couples:

The Company shall allow spouses to enroll as their own position with the company.

B-09 Divorce:

When a couple sharing a distributorship entity divorces or separates, The Company will continue to pay commission checks in the same manner as before the divorce or separation until it receives written notice signed by both parties or a court decree which specifies to whom future commission checks should be paid and, if applicable, subject to the couple's compliance with the requirements of Section E-03. Under no circumstances will The Company issue separate commission checks or divide a downline organization between divorcing spouses.

B-10 Simultaneous Interests:

An individual, whether using a company name or not, may be in only one line of sponsorship.

B-11 Corporations, Partnerships, and Trusts:

Corporations, partnerships, limited liability companies or other forms of business organizations and/or trusts may become an Associate of The Company when the Agreement is accompanied by notarized copies of:

a. Articles of incorporation, partnership agreement, trust documents and/or other documents, as applicable.

b. A complete list of all directors, officers, and shareholders involved in a corporation, all general and limited partners of a partnership, members of a limited liability company or trustee(s) and beneficiaries of a trust, as applicable.

c. A Federal ID Number or other identification number as The Company may approve in its sole discretion; and

d. Such other documents and information as may be reasonably requested from time to time.

e. Associates shall provide The Company updated information concerning any change in shareholders, directors, officers, partners, members, beneficiaries and/or trustees, as applicable. Shareholders, directors, officers, partners, members, beneficiaries and trustees, as applicable, of an Associate entity shall agree to be and The Company will hold each personally liable to The Company and bound by the Agreement and the Policies Manual.

B-12 Fictitious and/ or Assumed Names:

A person or business entity may not apply as an Associate using a fictitious or assumed name.

B-13 Independent Contractor Status, Expenses and Licensing:

Associates are independent contractors. Associates are not franchisees, joint venture partners, employees or agents of The Company, and Associates are prohibited from stating or implying, whether orally or in writing, otherwise. Associates have no authority to bind The Company to any obligation. The Company is not responsible for payment or co-payment of any employee benefits. Associates are responsible for liability, health disability and workmen's compensation insurance. Associates set their own hours and determine how to conduct their businesses, subject to the Agreement. Associates are responsible of any expenses which result from operating their independent businesses. These expenses include, but are not limited to, licenses required to operate a business, legal cost, fees connected with the use of a business name, telephone expenses (AMS/SABA does not accept collect calls), advertising, etc. No Associate should involve AMS/SABA in any contractual relationships relative to his/her business. Each Associate shall hold harmless the Company, the Company's owners, directors, and officers from any claims, damages, or liabilities arising out of their distributor's business practices. Associates must clearly state they are an independent distributor for AMS only and not represent themselves as an employee of AMS under any circumstance.

B-14 Taxation:

As independent contractors, Associates will not be treated as franchisees, partners, employees, or agents for federal or state tax purposes including, with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, State Unemployment acts, or any other federal, state or local statute, ordinance, rule or regulation. At the end of each calendar year, The Company will issue to each Associate an IRS Form 1099, or other applicable documentation required by law, for non-employee compensation of Associate. All Associates are required to file quarterly estimated tax returns and or annual tax returns as required by the Internal Revenue Code, Social Security Act, Federal Unemployment Acts, or any other federal, state, or local statute, ordinance, rule or regulations.

B-15 Sales Tax:

To ensure compliance with the sales and use tax requirements of each state, unless required otherwise by state law or other applicable law, The Company will collect and remit all applicable sales and use taxes on products, promotional materials and service sold to Associates and customers. The applicable rate of tax due shall be based on the address to which the product and/or materials are shipped. If an Associate requests a tax-exempt purchase for products purchased for resale (not for personal use), Associate shall provide The Company with a true and correct resale or tax-exempt certificate from the applicable state. The Associate shall then collect the taxes from Associate's retail customers and remit them to the proper state and local taxing authorities. Associate shall pay taxes to The Company on purchases for personal use or consumption.

Arkansas Distributors:

The Company collects and remits sales tax on any product, sales aid, as well as shipping and handling charges sold to Distributors in Arkansas. Distributors who possess a resale certificate, may file a copy of that certificate with the Company home office and be exempt from the collection of sales tax on orders placed with the home office from the time their certificate is filed. No refunds for sales tax already collected prior to the Company's receipt of the resale certificate will be made.

B-16 Associate Identification Number:

Associates are required by federal law to obtain a Social Security number or Federal I.D. number and will be identified by such number for purposes of Associate's business unless otherwise approved in writing by The Company. Associates will be issued an Associate I.D. which shall be placed on all orders and correspondence with The Company.

B-17 Legal Compliance:

Associates shall comply with all federal, state and local statutes, regulations and ordinances concerning the operation of their businesses. Associates are responsible for their own managerial decisions and expenditures including all estimated income and self-employment taxes. At the end of each calendar year, the Company will issue an IRS Form 1099 to each U.S. Associate that earns in excess of \$600 or such higher or lower amount as required by the IRS for that year. For Associates who reside in a country where AMS Health Sciences has a local office, AMS Health Sciences will issue any earnings statements required by that particular country.

B-18 No Exclusive Territories:

No franchise is granted and there are no exclusive territories for sales or sponsoring purposes. No geographical limitations exist on Associates sponsoring within any country that The Company is authorized to do business. Any Associate, who attempts to market products outside currently designated area(s), is subject to immediate termination. No Associate may claim an exclusive territory.

B-19 Outstanding Collections:

The Company has the right to offset any monies owed in arrears by the Associate in his capacity as a Distributor against bonuses and commissions earned because of product and/or service sales. Should an Associate fail to have sufficient bonuses and commissions with which to cover his/her outstanding debt or choose to ignore his/her financial responsibility to the Company, then the Company will lock down the Associate account until payment has been rectified.

B-20 Income, Earnings or Sale Representations:

Associates are not permitted to make any representations whatsoever as to income, earnings or sales. Each Associate's financial success depends entirely upon individual effort, locale, and dedication to his or her AMS Health Sciences distributorship. Any Associate found, or reported to be, in violation of this rule may lose his or her buying privileges with AMS Health Sciences, be suspended from participation in the Company compensation plan and/or be terminated of his or her Distributor status as well as be subject to all available remedies in law and in equity.

B-21 Training Requirements:

A Sponsor shall maintain an ongoing professional leadership association with the sponsored Associates in the organization and shall fulfill the obligation of performing a supervisory, distributor and/or sales function in the sale of products and services. These responsibilities include introduction to the Company product line and explanations of the Compensation Plan, the Ethical Business Practices, and the Policies & Procedures. Training also encompasses helping new Associates with completion of a retail sale, including product presentation, filling out order forms, and explaining the retail customer guarantee and refund policy. The Sponsor should stay in contact with all new Associates for additional training and support.

B-22 Income Claims:

Associates shall truthfully and fairly describe and present the Compensation Plan. No past, potential or actual income claims may be made to prospective Associates. Associates may not guarantee commissions or estimate expenses to prospects.

B-23 Unethical Practices:

Associates shall not engage in any deceptive, unlawful, or unethical practice for the purpose of selling The Company products, recruiting new Associates, or in conjunction with the operation of their Company business.

B-24 Ethics:

The Company recognizes its brand, good reputation and public image to be a major asset for the sponsoring and sales efforts of its Associates and will guard against unacceptable behavior by those Associates who step beyond the boundaries of good business ethics. The Company expects all its Associates to exercise the highest level of integrity in the conduct of their distributorship business. The Company will intercede to correct unethical activity on the part of any distributor regardless of rank. Verified unethical activities will be justifiable cause for termination.

Furthermore, if any Associate behaves in a manner, which, in the sole opinion of the Company, causes disruption to the Company, or the normal conduct of its business, that Associate may be suspended or terminated.

SECTION C – TERM, SPONSORSHIP, REPACKAGING & RELABELING

C-01 Term:

Subject to the provisions of Section C, the Agreement shall have a term beginning on the date of acceptance by The Company (the “Date of Enrollment”) and ending one year from the date thereof (the “Anniversary Date”). The Agreement may be automatically extended annually at the discretion of the Company.

C-02 Inactivity:

If an Associate fails to maintain “active” status, the Associate shall forfeit his or her downline organization and all rights to commissions derived from sales generated through that downline organization. If the Associate’s status becomes “active” later, their prior downline may be reinstated with them if the Associate has not been previously terminated for cause and has always been in compliance with The Company’s Policies and Procedures.

C-03 Sponsoring:

Associate may sponsor other Associates in any country, that The Company is authorized to do business, into The Company’s business (a “Sponsor”). A Sponsor shall ensure that each potential Associate has reviewed and has access to the current Policies & Procedures and the Compensation Plan prior to or when signing a prospect to be an Associate. Occasionally, one or more people may contact the same prospect, and questions may arise as to who has sponsoring rights to a given prospect. AMS Health Sciences will not mediate such disputes as may arise, and will recognize as the sponsor, the individual or entity whose name appears on the Associate Application and Agreement Form, or its online equivalent, first received by the Company at its corporate offices.

C-04 Multiple Agreements:

If an applicant submits multiple Agreements, which list different Sponsors, only the first completed Agreement to be received by The Company will be accepted. The decision of The Company in recognizing the official Sponsor is final.

C-05 Transfer of Sponsorship:

Any transfer from one Sponsor’s organization to another is strictly prohibited.

C-06 Repackaging and Relabeling Prohibited:

Associates may not relabel or alter the labels on any SABA products, information, materials, or programs in any way. Associates may not repackage or refill any SABA products. SABA products must be sold in their original containers only. Such relabeling or repackaging would violate governing laws which would result in severe criminal penalties. Civil liability may also result when the persons using the products suffer any type of injury or their property is damaged as a consequence of repackaging or relabeling of products.

SECTION D - DISCIPLINARY SANCTIONS, RESIGNATION, AND TERMINATION

D-01 Voluntary Resignation:

a) Associates may voluntarily terminate their status by sending a written notice of resignation or termination to The Company. Voluntary resignation is effective upon receipt of such notice by The Company.

b) An Associate who resigns or terminates his or her Associate status may reapply as an Associate at an entry-level position six (6) months after termination. The Company reserves the rights to reject such application.

D-02 Suspension:

One of the possible sanctions for violating the Agreement is suspension. When a decision is made to suspend an Associate, the Company will inform the associate in writing that the suspension has occurred, effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension, if any. The suspension notice will be sent to the Associate's address on file with The Company pursuant to the notice provisions contained in these Policies. Such suspension may or may not lead to termination of the Associate's distributorship as so determined by The Company in its sole discretion. If the Associate wishes to appeal, The Company must receive a written appeal within fifteen (15) days from the date of the suspension notice, along with any documents or other materials that the suspended Associate wishes The Company to consider. The Company will review and consider the suspension and notify the associate in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of The Company will be final and subject to no further review.

The Company may take certain action during the suspension period, including, but not limited to, the following:

- a) Prohibiting the Associate from holding him or herself out as a distributor of The Company or using any of The Company's proprietary marks and/or materials.
- b) Withholding commissions and bonuses due the Associate during the suspension period. If the Associate is found to have violated the Agreement, it is within The Company's discretion whether such withheld commissions shall be paid to the Associate or permanently retained by The Company.
- c) Prohibiting the Associates from purchasing services and products from The Company; and/or
- d) Prohibiting the Associate from sponsoring new Associates, contacting current Associates or attending any Company functions.

Once an investigation into the conduct of the Associate is completed, The Company, in its sole discretion, may impose sanctions in addition to the suspension, as specified in the Policies and Procedures.

D-03 Termination:

An Associate may be terminated for violating the terms of the Agreement. The Company may terminate a violating Associate without placing the Associate on suspension, in The Company's sole discretion. When the decision is made to terminate an Associate, The Company will notify the Associate according to the notice provisions contained in these Policies. The termination shall be effective as of the date notice is sent or the date on which the Associate receives actual notice of the termination, whichever occurs first.

D-04 Appeal:

If an Associate wishes to appeal a termination or other disciplinary sanction, The Company must receive the appeal in writing within fifteen (15) days from the notice of the termination or other sanction. If no appeal is received within the fifteen (15) day period, the termination or sanction will automatically be deemed final. If Associate files a timely notice of appeal, The Company will review the appeal and notify the Associate of its decision within ten (10) days after receipt of the appeal or sanction. The decision of The Company will be final and subject to no further review. In the event the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice. The appellate process shall not stay the suspension of an Associate.

D-05 Cancellation and Termination:

Immediately upon the voluntary or involuntary termination, or business inactivity for six consecutive months, (inactivity and termination shall collectively be referred to as "termination"), the terminated Associate:

- a) Shall remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Company product, plan or program.
- b) Shall cease representing himself or herself as a distributor of The Company.
- c) Shall lose and waive all rights to his or her distributorship and downline organization, including property rights, if any, and position in the Compensation Plan and to all future commissions and bonuses resulting there from.
- d) Shall take all action reasonably required by The Company relating to protection of its confidential information.
- e) If, after termination, a former Associate again enrolls as an Associate, he or she shall not be entitled to the same title or position as he or she held at the time of termination.
The Company has the right to offset any amounts owed by an Associate to The Company including, without limitation, any indemnity obligation incurred pursuant to Section L-01 herein, from commissions or other bonuses due to Associate.

D-06 Reapplication:

The acceptance of any reapplication of a terminated Associate or the application of any family member of a terminated Associate shall be in the sole discretion of The Company.

D-07 Disciplinary Sanctions:

Violation of the Agreement, or any illegal, fraudulent, deceptive or unethical business conduct by an Associate may result, at The Company's discretion, in one or more of the following corrective measures:

- a) Issuance of a written warning or admonition.
- b) Imposition of a fine, which may be withheld from bonus and commission checks.
- c) Loss of rights to one or more bonus and commission checks.
- d) Loss or suspension of privileges, including, but not limited to, the use of The Company's communication system tools.
- e) Suspension of the offending Associate's Agreement for one or more compensation periods, with or without a corresponding permanent loss of commissions and bonuses during the suspension period.
- f) Involuntary termination of the offending Associate's Agreement.
- g) Any other measure that The Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Associate's conduct.
- h) In situations deemed appropriate by The Company, The Company may institute legal proceedings for monetary and/or equitable relief.
- i) The Company may withhold from an Associate all or part of the Associate's bonuses and commissions during the period that The Company is investigating any conduct allegedly in violation of the Agreement. If the Associate's Agreement is subsequently terminated by The Company for disciplinary reasons, or voluntarily by the Associate prior to the completion of the investigation (including termination by way of non-renewal), the Associate will not be entitled to recover any monies withheld during the investigation period.

SECTION E - SALE / ACQUISITION OF BUSINESS

E-01 Conditions for Sale/ Acquisition of Business:

Associates may not sell or acquire a distributorship (or rights thereto) without prior written approval of the Company and any such sale or acquisition is subject to the following conditions:

- a) The Company possesses the right of first refusal with respect to any sale or acquisition of any distributorship. An Associate wishing to sell or acquire the distributorship shall first provide The Company with the right and option to make such a purchase or acquisition in writing on the same terms and conditions as any outstanding offer. The Company will advise the Associate within ten (10) business days after receipt of such notice of its decision to accept or reject the offer. If The Company fails to respond within ten (10) days or declines such offer, the Associate may make the same offer or accept any outstanding offer which is on the same terms and conditions as the offer to the Company to any person or entity.
- b) The selling Associate shall provide The Company with a copy of all documents which detail the purchase, including, without limitation, the name of the purchaser, the purchase price, and terms of purchase and payment.
- c) A Processing fee of \$500.00 shall accompany the purchasing document.
- d) The sale or acquisition shall be memorialized in writing and signed by the selling and receiving Associates. The written instrument shall contain a covenant made by the selling and receiving Associate for the benefit of the acquiring Associate not to compete with the purchaser or attempt to directly or indirectly divert or sponsor any existing Associate of The Company for a period of one (1) year from the date of sale or acquisition.
- e) Upon a sale or acquisition being approved in writing by The Company, the buying party shall assume the position of the selling Associate and shall execute a current Agreement and all such other documents as may be reasonably required by The Company.
- f) The selling Associate shall not be eligible to reenroll for a period of six calendar months following the sale; and
- g) The selling Associate shall provide all original and copies of genealogy reports and other Company documents to the buyer.
The Company reserves the right, in its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale. The Company reserves the right in its sole discretion to disapprove any sale. No request for sale shall be approved if the requesting Associate has been in violation of the Agreement within the preceding six months. The Company reserves the right to conduct a compliance audit prior to approving any request for a sale.

E-02 Circumvention of Policies:

If it is determined, in The Company's sole discretion, that a distributorship was sold in effort to circumvent compliance with the Agreement, the Policies Manual, or the Compensation Plan, the sale will be declared null and void and the distributorship will revert back to the selling Associate who will be treated as if the sale had never occurred from the reversion day forward. If necessary, and in the Company's sole discretion, appropriate action, including without limitation, termination, may be taken against the selling Associate to ensure compliance with the Agreement.

E-03 Succession:

Notwithstanding any other provision on this Section E, upon the death of an Associate, the deceased Associate's distributorship will pass to his or her successors in interest specified in the deceased Associate's will. The Company will not recognize such a sale until the successor in interest has executed a current Agreement and submitted certified copies of the death certificate and will, trust, or other instrument required by The Company to evidence sale of ownership. The successor will thereafter be entitled to all the rights and be subject to all obligations of a Company Associate. If an Associate dies without a will, or if the deceased's will does not direct how the distributorship shall be distributed within the estate, the distributorship shall be terminated.

SECTION F - PROPRIETARY INFORMATION:

F-01 Confidentiality and Nondisclosure Agreement:

During the term of the Agreement and any renewal, The Company may supply to Associates confidential information, including, but not limited to genealogical and downline reports, customer lists, customer information developed by The Company or developed for or on behalf of The Company by an Associate, including, but not limited to, credit data, customer, product information, intellectual property information, and Associate profiles and product purchase information, Associate lists, manufacture and supplier information, business reports, videos, marketing materials, commissions or sales reports and such other financial and business information which The Company may designate as confidential. All such information (whether in written or electronic form) is proprietary and confidential to The Company and is transmitted to Associates in strictest confidence on a "need to know" basis for use solely in the Associate's business with The Company. Every Associate must keep all such information confidential and shall not disclose any such information to any third party, directly, or indirectly.

Associates shall not use information to

- (i) compete with The Company or for any purpose other than promoting The Company's program and its products and services; and
- (ii) for the benefit for any third party. Upon expiration, non-renewal or termination of the Agreement and thereafter, such terminated Associate shall discontinue the use of all confidential information and promptly return any confidential information in his or her possession to The Company. The Associate and the Company agree that, but for this Agreement of confidentiality and nondisclosure, the Company would not provide the above confidential information to the Associate. In addition to any other legal or equitable rights the Company may have, violation of this confidentiality requirement is grounds for immediate termination.

F-02 Copyright Restrictions:

With respect to product purchases from The Company, Associates shall abide by all manufacturers use restrictions and copyright protections.

F-03 Vendor Confidentiality:

The Company's business relationships with its vendors, manufacturers and suppliers are confidential. Associates shall not contact, directly or indirectly, or speak to or communicate with any suppliers or manufacturers of The Company without Company written approval.

F-04 Communications with Manufacturer, Vendors or Agencies:

No Associate is permitted to contact, directly or indirectly, or speak to or communicate with, any representative of any supplier or manufacturer of the Company except at a corporate-sponsored event, which the representative attends at the request of the Company. Associates may not contact any government regulators (e.g. FDA, FTC, various state Departments of Health, etc.) on behalf of the Company. Associates may not represent the Company if contacted by government regulators. All regulatory inquiries are to be referred to the Company.

SECTION G- TRADEMARKS, LITERATURE AND PROMOTION

All Associates must obtain written consent from The Company prior to publishing any advertisement, distributing any flyer, placing any sign or airing any broadcast relating to The Company or its products.

G-01 Advertising and Use of Authorized Promotional Materials:

Only the promotional and advertising materials produced and available directly by The Company are allowed for promotional purposes. The Company will produce, and offer for sale at a reasonable price, the materials necessary to build an Associate's business. The Company's literature and materials may not be duplicated or reprinted without the prior written permission of The Company. Any violation of this rule may lead to Associate termination.

G-02 Trademarks:

The Company's name, trademarks, logos, service marks and copyright materials and any other intangible commercial assets of The Company, are the legally registered trademarks exclusively owned or licensed by The Company. The use of these registered marks on any item not produced by The Company, without its express written consent, is prohibited except in the manner prescribed by The Company.

The following are examples of approved manner and use of The Company's name:

(Name of Associate)

SABA Independent Distributor

(Name of Associate)

SABA Independent Associate

G-03 Use of The Company's name:

No Company Distributor may use the words "AMS Health Sciences" or "SABA" or "ACE" or any of its names, product names, trademarks, logos, etc. within any business name. "SABA" is an example of unauthorized and forbidden use of a trademarked name. Additionally, when Associates are setting up checking accounts or any type of business credit accounts regarding their personal Company Distributorships, they may not utilize the name of AMS Health Sciences or SABA or ACE in any account name format whatsoever.

For example, printed account information appearing on a check could not state "AMS Health Sciences, Bob Johnson, Distributor." An approved format would be "Bob Johnson, Independent Distributor of AMS Health Sciences." Likewise, any type of trade show or expo program listing cannot include the name of AMS Health Sciences or SABA but must only state the name of the Distributor.

Associate may use the name of The Company only in the following format:

"Mary Jones"

Saba Independent Associate

G-04 Print and Electronic Advertising:

No materials may be used in the placement of any advertising in any print or electronic media, including Internet web sites without the prior approval of The Company, which approval may be withheld in The Company's sole discretion. Associate must disclose their name as stated on their account with AMS, state their independent distributorship status with AMS/Saba and list valid contact information.

G-05 Copyrights:

The Company is the sole owner of all rights to contents of all Company-published materials and all Company-sponsored training sessions, work-out videos, You Tube video, and meetings. Any use or reproduction of such materials by any means requires prior written approval from the Company home office.

G-06 Telephone Answering:

Distributors may not answer the telephone by saying "AMS Health Sciences" or "SABA" or "ACE" or in any other manner that would lead the caller to believe that they have reached the Company's corporate offices.

G-07 Imprinted Checks:

The Company Independent Associates are not permitted to use the AMS Health Sciences trade name or any of its trademarks on their business or personal checking accounts. However, Associates may imprint their AMS Health Sciences business checks in either of the following ways:

"Independent Associate of AMS Health Sciences" or "SABA Independent Distributor"

G-08 Business Cards and Other Marketing Materials:

Associates may purchase personalized Associate business cards and other marketing materials. All approved materials are provided to each Associate in the Company's Back Office and on the Company's co-branded Saba/Vista Print site. Associates must agree to strictly adhere to the Company's guidelines regarding marketing materials and compliance issues. Associates may not alter the layout or design of the business cards or other marketing material. The title "Independent Associate" or "Independent Distributor" must always accompany the Associate's name on said promotional materials

G-09 Media Interviews:

Associates are prohibited from granting radio, television, newspaper, tabloid, or magazine interviews, or using public appearances, public speaking engagements, or making any type of statement to the public media to publicize The Company, its product or the Associate's company businesses, without the express prior written approval of The Company. All media inquiries should be referred to the Company's corporate office.

G-10 Recording:

Associates may not produce or reproduce for sale or personal use any Company-produced literature, audio or video material, presentation, events or speeches, including conference calls and work-out videos. Video and/or audio taping of Company meetings and conferences are strictly prohibited. Still photography is allowable at the discretion of the meeting host.

G-11 Repackaging Prohibited:

Associates may not repackage The Company's products or other materials.

G-12 Domains:

Associates are strictly prohibited from utilizing or securing any domain name that is any trademark or any derivative of AMS Health Sciences, ACE, or SABA trademarks or trade names or product names.

G-13 Illicit or Objectionable Material and Links:

Associates are strictly prohibited from publishing, combining, connecting or in any way linking the Company name, any trademark or trade name, or product name, or any the Company information of any kind, any Company representative, corporate or otherwise, any Company or media of any kind and any other thing that could under the most strict of understandings be construed as referencing AMS Health Sciences, ACE or SABA in any way to any site that is considered illicit, primarily sexual in nature, objectionable, offensive, pornographic, or in any other way deemed inappropriate in the sole opinion of the Company.

G-14 Blind Ads:

No Associate may use "blind" ads on the Internet making product or income claims, which are ultimately associated with the Company, the Company products or the Company compensation plan. For information on obtaining an approved Company web page please contact the Company's Customer Service Group and the Company's Back Office.

G-15 Social Media Guidelines:

It is extremely important that you accurately describe your independent contractor status on your Social Media Profile. Please see guidelines for setting up your profile:

1. If your profile asks for your website address, you may provide your sabaforlife or sababuilder website address.
2. If your profile asks for your employer, company name, etc. You should enter "self-employed", independent distributor" or "SABA Independent Distributor". You are not authorized to put SABA/AMS within these fields.
3. If your profile asks for your "position", "job title" or "title" you must enter SABA Independent (your current pin level). For example, Saba Independent Silver Director.

4. If your profiles ask for a “description” associated with your #2 or #3, you should enter: “As a SABA Independent Distributor, I sell SABA weight loss and nutritional supplements. I also help others who are interested in starting their own SABA business.
Posts and status updates should follow the following guidelines in order to protect the Company and yourself. When making a status update/comment, please utilize the following guidelines:

1. Should not misrepresent your relationship with the Company or any information about the Company’s products.
2. Should not contain any material that can be construed as offensive, controversial or distasteful and should only contain content appropriate for all ages.
3. Should not imply that the Company endorses the contents on your Social Media site.
4. Should not present misleading or false information about the Company opportunity.
5. Should never contain direct or implied earnings. This includes references to the amount you earn through your weekly commissions, bonus pool earnings or annual earnings, etc. You should never post what you make or what someone else could earn in the Company business.
6. Should only contain truthful and general comments about your own personal experience with the Company and the Company’s products. For example, statements such as the following are always acceptable to make:

“I really love Saba ACE!”

“Saba Fresh Gel is my very favorite gel!”

You should remember that any statements that you make:

- a. Should not state the product treats or cures a certain condition.

For example, **you should not state:**

“Saba Pomegranate cured my diabetes.” “ACE has cured my obesity.”

“ACE reduced my high blood pressure”.

- b. Should not compare results with specific, competitive products.

For example you should not state:

“I’ve tried XYZ Shake or Weight loss product and the ACE is a lot more effective.”

- c. Should **not promise specific results.**

For example you should not state:

“You will lose 5 pounds in 30 days while taking ACE.”

G-16 Auction Sites:

Associates may design, sell, or assist others in selling Company products online through auction or other platforms, **provided that no products are sold below the Company’s Suggested Retail.**

G-17 Endorsements:

No endorsements by a Company officer or any third party may be asserted, except as expressly communicated in The Company literature and communications. Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, Associates may not represent or imply, directly or indirectly, that The Company’s program, products or service has been approved or endorsed by any governmental agency.

G-18 Personal Appearances:

Appearances by the Company Associates on television, cable television and/or radio, as such appearances would relate to the Company, its products or business opportunity, are strictly prohibited without the express prior written approval from an authorized officer of the Company.

G-19 Press Inquiries and Media Interviews:

Associates are prohibited from granting radio, television, cable television, newspaper, tabloid, or magazine interviews. Further, Associates are not to use public appearances, public speaking engagements, or make any type of statement to the public media to publicize the Company and its products, or their individual interests, except with the express, prior written approval of the Company, which may be withheld at the Company's sole discretion. The Company requires that all media inquiries be immediately referred to the attention of the Marketing Department at the Company's corporate office.

G-20 Conduct at Business Opportunity Meetings and Training Sessions:

The Company operates in an increasingly complex environment of federal, state and local oversight. There are numerous laws and regulations that govern our activities. The penalties of violating laws and regulations, even when they involve a good-faith mistake, are often served. For this reason, the Company urges all Associates to be extremely vigilant in how we conduct ourselves and perform our responsibilities as Associates. We must emphasize compliance with laws and regulations, personal accountability, and ethics in conducting business meetings and training sessions.

G-21 Downline Organization Communications:

As independent contractors, the Company Associates are encouraged to promote training information and to provide direction to their respective downline organizations. The proper and constructive use of internal newsletters, training workshops, and other organizational programs is encouraged, provided they are following the Policies & Procedures and all applicable local, state and federal laws and regulations.

G-22 Product Claims:

The Company Associates shall not represent any claim for any product or service that is not expressed in official Company promotional materials. The Company is responsible only for materials printed or contained in Company-provided promotional materials. No claims as to the therapeutic or curative properties of the products may be made by Associates except those officially approved in writing by the Company or as contained in the official Company literature. The Company specifically makes no medical claims for the treatment, prevention, cure, or mitigation of disease, and any Associates who make such claims shall be subject to immediate suspension or termination.

G-23 Medical, Therapeutic or Curative Claims:

No type of claim whatsoever, expressed or implied, is to be made for any Company product by any Associate. An Associate is required to recommend to any customer under a physician's care, or suffering from any chronic disorder, that they should first consult with their physician before undertaking any changes in diet or when beginning any nutritional program. Persons currently under medical treatment should be urged to seek the advice of their physician before changing their diets when beginning any nutritional program.

G-24 Income Claims:

The Company Associates shall not make any false or misleading statements about their own or any other Associate's income. No random, hypothetical examples of what is mathematically possible, nor income representations, projections or potentials, may be used in any Business Opportunity Meeting. Stating your own actual income is permitted. Exaggerations of your own or another Associate's actual income will be grounds for termination. No Company Associate can guarantee the success of any prospect. Associate shall avoid any suggestion that it is easy to attain high-income levels and shall always explain that each individual's success depends solely upon the level of effort expended and their personal commitment to the Company program.

G-25 Inducements to Prospects:

The Company Associates shall not make any promises about providing prospects or placing/stacking new Associates under a prospect as an inducement to sponsorship. Ultimately, each Associate is responsible for building his/her own organization. It is grounds for termination to promise or imply that an Associate will build an organization for another as an inducement to sponsorship through advertising support or any means other than training and supervisory assistance. All Company Associates are equal in the eyes of the home office. No organization, network, leg, or down line may imply that it has a "special relationship" or that it can offer a prospect preferred treatment by virtue of a special relationship with the Company's home office.

G-26 Minimum Advertising Price Policy (MAPP):

Regardless of business type (retail stores, clinics or distributors) and irrespective of advertising medium (print, online, TV, radio, and Internet), the minimum advertised price of all Company products is their retail price as listed on current Company medium. This is the minimum advertised price allowed.

G-27 Telephone Marketing:

There are various state and federal laws for compliant telemarketing. Therefore, it is the sole responsibility of the Associates to abide by their state's regulations concerning the use of live callers and telephone marketing. The Company shall not be held liable for any misinterpretation of the law by the Associates. Associate is responsible for verifying that their lists are in compliance with FTC Do Not Call regulations, please visit <http://www.ftc.gov>, <http://www.fcc.gov>, <http://www.donotcall.gov>. Associate assumes all liability & responsibility for operating any automatic dialing or telemarketing system according to any federal, state, or local laws pertaining to proper Telemarketing compliance. Distributors should be aware that limitations may include commercial solicitations to homes or businesses without a prior relationship or express consent of the called party. A violation of any such laws may result in significant penalties & other sanctions, including termination of Associate rights.

G-28 Spamming and Fax Broadcasting:

Associates shall not engage in fax broadcasting or mass e-mail (spamming) advertising, recruiting or promotion campaigns. Conduct that constitutes impermissible spamming or fax broadcasting is any e-mail or fax to any recipient unless:

- a) The recipient invited the Associate to contact him or her regarding the Company opportunity; or
- b) The recipient has a previously existing business, family or personal relationship with the Associate.
- c) Nothing in this policy shall restrict or prohibit an Associate from communicating with his or her upline or downline via mass fax or e-mail. In fact, such form of communication among members of the same downline organization is strongly encouraged.

G-29 FTC: Guides Concerning the Use of Testimonials and Endorsements:

The Federal Trade Commission has established guidelines that offer practical advice on endorsements and testimonials by consumers, celebrities and experts, Guides Concerning the Use of Testimonial and Endorsements, http://www.ftc.gov/sites/default/files/documents/federal_register_notices/guides-concerning-use-endorsements-and-testimonials-advertising-16-cfr-part-255/091015guidesconcerningtestimonials.pdf. All endorsements and testimonials must reflect the honest, accurate experience and opinion of the endorser. Endorsements and testimonials may not contain representations that would be deceptive or could not be substantiated. You must have adequate proof and/or scientific evidence to back up the endorsement/testimonial that the results shown are typical and clearly and conspicuously disclose the generally expected performance in the circumstances shown for the endorsement/testimonial, simply stating that, "Results not typical" or "individual results may vary" is not enough.

SECTION H - PAYMENT OF COMMISSIONS

H-01 Basis for Commissions:

Commissions and other bonuses cannot be paid until a completed and signed Application or agreed online, and Agreement has been received and accepted by The Company prior to the end of the month in which the sale is made. Commissions are paid **ONLY** on the sale of Company products.

H-02 Business Month:

A business month refers to the time period opening on the first (1st) day of the month and extending up until 10:00 p.m. (CST) of the last business day of the month for online orders placed through the Company's online order processing system, and 6:00 p.m. (CST) of the last business day of the month for phone and fax orders. The Company's offices are open Monday through Friday from 8 am CST to 6 pm CST.

H-03 Commission and Bonus Date:

Commissions and bonus periods close on **Fridays** of each week. Payments are issued as follows:

- **Hyperwallet payments** are made on Saturday mornings.
- **ACH payments** are processed on Mondays.
- **Commission checks** are mailed on Mondays.

If a scheduled payment date falls on a legal holiday, commissions and bonus checks will be mailed on the next regularly scheduled business day.

H-04 Commissions Payments:

Commissions are paid to "qualified" Associates as defined within the Compensation Plan. Associates should consult the Compensation Plan for a detailed explanation of the benefits, commission structure and requirements of the Compensation Plan.

H-05 Offset of Commissions and Bonuses:

Any commissions or bonuses earned and paid based on the sale of products that are subsequently returned shall be repaid to The Company by the Associate who received such commissions or bonuses. The Company has the right to retain and offset such amounts against future commissions and bonuses paid or owed to any Associate.

H-06 Commission/Volume Issues:

Any questions or issues concerning commission qualifications should be resolved with the Customer Service by the last calendar day of the month in which commissions are earned. For example, questions about June checks, which are paid in July, must be resolved by the last calendar day of June. Once commissions have been calculated, no recalculations can take place.

H-07 Change of Address Notification:

A Distributor requiring a change in his/her record (address, telephone number, etc.) must notify the Company's Customer Service Department requesting the change, telephone the Customer Services Department, properly identifying himself/herself through the security procedure that in place to effect a change in permanent record, or Associate can make the change directly via the Company's Back Office. Failure to notify the Company of an address change can result in the assessment of an address correction fee on the Associate account in relation to shipping or commission purposes.

SECTION I – PURCHASE, SALE AND RETURN OF PRODUCTS

I-01 Stockpiling Prohibited:

The success of The Company depends on sales to the ultimate consumer, and all forms of stockpiling are strictly prohibited including, but not limited to, purchases of products primarily for purposes of qualifying for additional compensation. The Company recognizes that Associates will purchase products for their own use; however, The Company strictly prohibits the purchase of products in unreasonable amounts.

I-02 Retail Sales Rule:

To qualify for commissions, Associates shall make retail sales in the business month in which commissions are earned.

I-03 Ordering Method:

All orders submitted to The Company shall have the Associate Identification Number placed thereon to assist The Company in crediting the appropriate Associate and shall also include the proper shipping address. No order will be shipped without prior approved payment.

a) Fax Orders: Distributors may order by fax using American Express, Discover, Visa, MasterCard and other acceptable debit or credit cards. However, once done, DO NOT MAIL THE ORIGINAL COPY TO THE COMPANY. Doing so will cause the order to be double-shipped and double-billed, and the Company cannot accept responsibility in such events.

NOTE: All faxed orders and applications must be received by the close of business for the last business day of the month. Any faxed orders and/or applications received after normal business hours on the last business day of the month will be credited to the following month's business.

b) Internet Orders: Distributors may order via the Internet using American Express, Discover, Visa, MasterCard or other forms of credit or debit card payment. However, once the order is complete, DO NOT MAIL THE ORIGINAL COPY TO THE COMPANY. Doing so will cause the order to be double-shipped and double-billed, and the Company cannot accept responsibility in such events.

c) Telephone Order: American Express, Discover, Visa, MasterCard or other forms of credit or debit card payment may be used by calling the Company customer service department from 8:00 am - 6:00 pm Central Time, Monday through Friday. Do not mail an original order form as confirmation of having placed a telephone order. This will cause the telephone order to be double shipped and double billed. ALL TELEPHONE ORDERS ARE FINAL. Telephone orders may not be canceled or changed once the order is completed.

NOTE: Fraudulent use of a credit card to make a purchase from The Company is cause for immediate termination of the Associate's Distributorship, and the fraudulent transaction will be reported to local, state, and federal authorities to take the appropriate legal action.

I-04 Payment Options:

Purchases may be paid by business, personal or cashier's check; credit card; or debit card payment. Retail customers are responsible for paying the costs of any returned checks plus an administrative fee charged by The Company, which may be charged at any time based on past payment history of the customer. Orders will not be processed if a credit card is cancelled. If an underpayment is made, the order will not be processed until the full payment amount is received by The Company.

I-05 Shipping and Handling Policies:

All products will be shipped by UPS, USPS or other similar service within two (2) to three (3) business days of receipt of payment. Payment for products shall be made at the time of order. The product may be shipped to a customer's designated location or directly to the ordering Associate for delivery to the customer.

I-06 Back Order Policy:

The Company will ship expeditiously all products currently in stock. Any out-of-stock items (unless discontinued) will be placed on back order and be distributed upon The Company's receiving additional inventory. Back orders may be cancelled upon an Associate's request.

I-07 Shipping Loss:

The Company will track all deliveries shipped. The Associate should contact The Company immediately upon being aware of any shipping problem or damaged shipment.

I-08 Inaccurate Delivery:

If a product is shipped in error by The Company, the unordered merchandise may be returned at The Company's expense provided the following steps are taken:

- a) The Associate or retail customer notifies The Company within five (5) days of receipt of the order;
- b) A copy of the shipping or packing slip shall be enclosed with the proper forms required by The Company, which shall be completed and executed by the Associate or retail customer; and
- c) Products must be returned in original containers and shall be packed properly to prevent damage in return shipment.

I-09 Price Changes:

Prices for The Company's products, services and literature are subject to change without prior notice.

I-10 Receipts:

Associates shall provide all retail customers with a copy of a written receipt at the time of the sale.

I-11 Promotional Items:

All promotional items, which bear The Company name and logo, shall be purchased solely from The Company or from The Company's authorized vendors only.

I-12 Product/Service Claims:

Associate shall make no claim, representation or warranty concerning any product or service of The Company, except those expressly approved in writing by The Company or contained in The Company's official materials.

I-13 Over-the-Counter Retail Sales and Retail Outlets/Fair Trade Show/Mall Exhibits:

The Company products may be sold to, or in, or be displayed by, any retail outlet, including but not limited to drugstores or pharmacies, supermarkets or food stores, health food stores, flea markets or swap meets, permanent shopping mall booths, and permanent restaurant displays. Additionally, Company brochures and/or sales aids (banners, ads, etc.) may be displayed or exhibited at any retail outlet. However, no product may be advertised at a price below the retail price.

Direct Sale from an Associate to a Retail customer is the essence of network and direct sales. It is essential that the Associate/Retail Customer relationship be conserved as the foundation of the sponsoring process. Retail sales of product are allowed from Commercial Retail premises only if the owner, proprietor, or manager of that Retail Establishment is sponsored as an Associate in the Company's program or if the sales are managed by an AMS Associate. The maximum number of outlets permitted in any one retail chain is seven (7). A website, home page, electronic email or other computer-based Internet or otherwise electronically accessible site is not Commercial Retail premises as contemplated in this rule. Sales of the Company's products or promotion of the Company's income opportunity from such Associate-controlled sites are prohibited.

It is permissible to take orders for the Company's products into a health spa, health resort, beauty care facility, or similar establishment, including a medical or health practitioner's office. The Company reserves the right to make the final determination as to whether an establishment is a proper place for the sale of products.

The Company Distributors may promote the Company's products at fairs, trade shows and mall exhibitions, provided that the products are not shown or displayed along with any other products that are sold via network marketing. The Company reserves the right to make the final determination as to whether an establishment is a proper place for the sale of products.

Associates are strictly prohibited at marketing any AMS/Saba product at a price lower than the listed retail price in the Company's Back Office/Current Product Catalog.

I-14 Barter Organizations:

No Associate may promote his/her Distributorship or the Company's products through any type of barter organization.

I-15 Returned Product Procedures:

Distributors must request all refunds in writing to the Company. The return must include the packing slip and a note stating why the product is being returned. For all 30-day money-back guarantee refunds, the Company must receive a written request no later than 30 days from the date the order was placed with the Company to obtain a full refund. Any returned product without proper written notification will be subject to the standard return policy. Upon approval, the Distributor will be given a refund on the same payment method used to place the original order.

Please note that all returned products must comply with the following requirements:

- a) The unused portion of the product must be returned in its original container.
- b) Product must be returned in marketable condition if it is not covered by the 30-day Money-Back

Guarantee program.

Refused or delivery attempt failed shipments returned to the Company without Company approval or notation as to why they refused, or an undeliverable package has been returned to us will be processed according to our return policy and will also be deducted a returned shipment and processing fees of 10%.

I-16 Distributor Resignations Return Policy:

On "reasonable commercial terms," the Company will repurchase "currently marketable" inventory in the possession of any Distributor that was purchased by the Distributor prior to the date the Company received the Distributor's notice of voluntary termination. "Reasonable commercial terms" shall include the repurchase of consumable, reusable, marketable inventory, purchased within thirty (30) days of the date the Company received the resignation notice (unless otherwise required by applicable law) at not less than ninety percent (90%) of the Distributor's original net cost, less appropriate expenses and legal claims, if any. "Currently marketable" inventory refers to products that has been received for repurchase by the Company, which is unopened and within not more than sixty (60) days of the purchase date of the product or products and which have not been announced as seasonal, discontinued, or special promotional products. Proper shipping carton(s) and packing material are to be used in packing the product(s) being returned. The best and most economical means of shipping is suggested since the cost is incurred by the Distributor.

I-17 Termination Returns:

An Associate whose Agreement with The Company is terminated has the right to return for repurchase on commercially reasonable terms and currently marketable products, promotional materials and sales aids in the possession of, and purchased by, the terminating Associate from The Company for resale. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of marketable inventory or sales within 30 days from Associate's date of purchase at not less than 100% of Associate's original net cost less 10% for restocking other expenses.

For purposes of this Section I, products shall not be "currently marketable" if:

- a) It is commercially unreasonable or improper for The Company to resell the product or sales aid at 100% of its original wholesale price; or
- b) The product is returned after the product's commercially reasonable shelf life, as specified on the label or has expired; or
- c) The product is opened, or the seal is broken; or
- d) The product was identified as seasonal, discontinued, a special promotion, or otherwise identified as nonreturnable at the time of sale; or
- e) The labeling or packaging is altered or damaged in any way; or
- f) Sales aids and promotional materials must be unused, in their original packaging materials, and the seal to the sales aids must not be broken; or
- g) The product does not contain current labeling; or
- h) The product is more than 30 days old from the invoice date.

I-18 Effect of Distributor's Resignation and Product Returned Regarding Commission Already Paid:

Should a Distributor terminate his or her Distributorship status or, return product to the Company, any commissions and bonuses previously paid to any upline Distributor on the repurchased inventory by the Company must be repaid to the Company by the upline Distributors who received such compensation or will offset from any amount due to the terminated Distributor.

I-19 Product Exchange Policy:

It is the policy of the Company to allow its Distributors to exchange previously purchased products. However, the product exchange policy should not be abused or used to defraud the Company. No exchanges will be made on any discounted or discontinued product or product purchased over 30 days old. All product exchanges must be in current marketable condition. The best and most economic means of shipping is suggested since all shipping costs are incurred by the Distributor.

SECTION J- GUARANTEE AND REFUND POLICY

J-01 Associate Guarantee:

The Company will repurchase from the resigning or terminating Associate their products if returned in currently marketable condition (See section I-17) within 30 days of purchase, if requested in writing.

J-02 Customer Guarantee:

The Company offers customers a thirty (30) day, 100% money-back, satisfaction guarantee on all products. All guarantees are from the date of purchase.

J-03 Refund and Exchange Procedures:

To process a refund or exchange, Associates and/or customers shall comply with the following procedures:

- a) All returns shall be sent to The Company and shall be accompanied by:
 - 1. a signed statement from the purchaser identifying the reason for the return;
 - 2. a copy of the original sales receipt; and
 - 3. the name, address and telephone number of the purchaser.
- b) The customer will pay the cost of shipping for the replacement product(s).
- c) original shipping charges are not refundable.
- d) All products must be in their original containers and in marketable condition (See section I-18).
- e) The Company will honor refund policies provided by any state or federal law applicable to Associates.
- f) Should the Company reject an exchange or refund due to not meeting the exchange/return policy, it will be the responsibility of the distributor to notify the Company to justify the reason for reshipment of the product. After 10 days of non-response by the distributor for return of such products, the Company will discard the products without compensation to the distributor, and the Company will be released from any liability.

Also refer to Section I for additional return procedures.

J-04 Warranties:

Except as expressly stated herein, the Company makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through the Company.

SECTION K- BRANDING, ADVERTISING AND MARKETING

K-01 You Represent the Brand:

At AMS, you ARE the brand. You represent SABA, and your words, actions, and appearance have a powerful impact. As an Independent Distributor, you also have the unique advantage of using the power of our brand in your marketing efforts. There are many benefits of using our brand, including leveraging the power of these respected brands to give your marketing efforts more impact and relevancy, and you are establishing credibility through consistent brand messaging. As a Distributor, you are required to support the brand and contribute to its stature as a highly regarded national brand.

K-02 Logos:

As a Saba Distributor, you cannot use the Company's logos without also identifying yourselves as AMS or SABA Independent Distributors or Associates. Failure to properly identify your selves causes confusion in the marketplace. Traditionally, the company has required that its Independent Distributors seek permission, in writing and in advance, to use any AMS names or logos. In the case of approved AMS names or logos that are provided through the Saba Print shop located at www.sababiz.vistaprint.com and through AMS directly, you do not need to seek permission; it is granted to you automatically, subject to the following conditions:

- a) You may not alter the logos in any way. Removal of the "Independent Distributor" wording is absolutely prohibited – no exceptions!
- b) You are permitted to personalize assets that include a designated white space for you to insert your name, phone number, e-mail and/or web address. No other information, slogans, taglines or text can be added. You must always use the logos in a manner that is compliant with the law and all AMS rules.
- c) AMS Independent Distributors may use approved logos for business cards, letterhead, PowerPoint® presentations, invoices, sampling assets, and transportation assets. However, use of provided logos on T-shirts, hats or any other wearable items is strictly forbidden. AMS-branded apparel approved for use is available directly through the Company. There are no exceptions to this rule!

Our rules for usage of our logos are very specific:

Our logos are the most identifiable elements of the SABA brand. The AMS Independent Distributor logos that we provide to you are the primary means for you to communicate your identity as an Independent Distributor to the public.

- a) No adaptations or versions of the AMS Independent Distributor logos other than what the Company has provided to you may be used.
- b) You must follow all usage guidelines, without exception, in order to maintain the integrity of the AMS brands.

K-03 Transportation Assets:

Transportation assets include vehicle wraps, door panels and back window decals. The same general conditions apply, as well as the following:

- a) You may not co-brand by featuring other logos on your vehicle. (Of course, this excludes the logos belonging to the vehicle's manufacturer.)

K-04 Promotional Materials:

Only promotional materials produced and available directly from the Company and Saba print shop at www.saba.bizvistaprint.com are allowed for promotional purposes. The Company will produce and offer for sale at a reasonable price the materials necessary to build Distributors' business. The Company's literature and materials may not be duplicated or reprinted without the prior written permission of the Company.

K-05: Trademarks and Trade Names:

Distributors are strictly prohibited from using the Company's trademarks, trade names, logos, or any other proprietary marks without prior written authorization from the Company. **No exceptions will be permitted.**

K-06 Advertising:

As independent contractors, the Company Distributors are free to promote their businesses in any legal manner and may advertise without Company approval provided they do not use the Company's trade name, trademarks, logos, copyrighted materials, product images, or make unauthorized claims or make references of any type to the name of any corporate executives, officers, owners, employees, service providers, endorsement personalities, product research council members, financial institutions through which the program may be administered, or the name of any group or individual who is associated with the Company.

Distributors must disclose their name as stated on their account with AMS, state their independent distributorship status with AMS, and list valid contact information.

Distributors are strictly prohibited from marketing any of the following claims on their websites, advertising, or on any of their marketing materials:

- **Product Claims:** No claims as to the therapeutic or curative properties of the products may be made by Distributors. The Company specifically makes no medical claims for the treatment, prevention, cure, or mitigation of disease.
- **Income Claims:** The Company Distributors shall not make any false or misleading statements about their own or any other Distributor's income. No random, hypothetical examples of what is mathematically possible, nor income representations, projections or potentials, may be used in any business meeting. Stating your own actual income is permitted, with no exceptions. No Company Distributor can guarantee the success of any prospect.
- **Children:** Advertising products to children is strictly prohibited.

SECTION L-UNAUTHORIZED RECRUITING, COMPETING PRODUCTS AND GENERAL PROVISIONS

L-01 Indemnity Agreement:

Associates agree to indemnify and hold harmless The Company, its, subsidiaries, affiliates, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand liability, loss, loss revenues, cost and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise, (a) his or her activities as Associate; (b) Associate's breach of the terms of the Agreement; (c) activities of the Company; and/or (d) violation of or failure to comply with any applicable federal, state or local law or regulation.

Associates are responsible for any verbal and written statements they make regarding the Company products and compensation plan that are not expressly contained in writing in the current Agreement or advertising or promotional materials supplied directly by the Company. Associates must indemnify the Company and hold it harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business the Company incurs as a result of any unauthorized representation that you make.

L-02 Sale of Competing Products, Unauthorized Recruiting and Other Programs:

The Company Associates are free to participate in other business ventures or marketing opportunities. They may engage in selling activities related to non-Company products and services if they desire to do so. However, if an Associate elects to participate in another multilevel marketing or direct selling opportunity, to avoid conflicts of interest and loyalties, Associates are prohibited from:

- a) Actual or attempted recruitment or enrollment of The Company Customers or Associates for other multilevel or network marketing ventures, either directly or indirectly through a third party or other means. This includes, but is not limited to, presenting or assisting in the presentation of other multilevel marketing business ventures to any Company Customer or Affiliate or implicitly or explicitly encouraging any Company Customer or Distributor to join another multilevel or network marketing business. It shall be the Associate's responsibility to first determine if a prospect is a Company Customer or Distributor before recruiting or enrolling the prospect for another multilevel or direct sales venture. It shall not constitute a defense to this policy that an Associate does not know the individual(s) whom he or she was recruiting for another program was also a Company Associate or Customer.

- b) Selling, offering to sell, or promoting any competing non-Company products or services is NOT allowed including, but not limited to, weight management and weight loss products to the Company Customers or Associates. Any product or service that is in the same generic category including any weight management and weight loss products is deemed competing. For example, any dietary supplement that is in the same generic category as The Company's dietary supplements is a competing product, regardless of differences in cost, quality, ingredients, or nutrient content.
- c) Offering The Company products or services, or promoting the Company Marketing and Compensation Plan, in conjunction with any non-company products, services, business plan, opportunity, product or incentive.
- d) For a period of one year after the cancellation, termination, or non-renewal of an Associate's Agreement for any reason, whether by The Company or by the Associate, the former Associate shall not directly or indirectly recruit any Company Associate or Customer for any direct sales, network marketing or multilevel marketing opportunity if: 1) the Company Associate or Customer was in his or her former Company downline; or 2) if the former Company Associate knew the other Associate or Customer by virtue of their mutual participation in The Company. Associates and The Company recognize that due to the nature of multilevel marketing, it is quite common for an Associate to develop a downline organization that is spread across a broad geographic region, even from coast to coast. They therefore agree that placing a narrow geographic limitation on the scope of the post-termination non-solicitation provision would render the provision ineffective. Therefore, Associates agree as follows:
1. To the extent that any court or tribunal requires a geographic limitation on this non-solicitation provision, the pertinent geographic limitation shall be any country the Company is authorized to do business.
 2. Associates waive all claims that this provision is unenforceable due to an overly broad geographic limitation; and
 3. The protected class of individuals to which this non-solicitation provision applies is sufficiently well defined such that Associates can adequately identify those individuals whom they are precluded from recruiting.

L-03 Definition of "Recruit":

As used in these policies, the term "recruit" means to solicit, attempted, or actual enrollment, encouragement, or any attempt to influence in any other way, either directly, indirectly, or through a third party, a Company Associate or Customer to enroll or participate in another multilevel or network marketing venture. Such conduct constitutes recruiting even if the Associate's actions are in response to an inquiry made by another Associate or Customer.

L-04 Support of The Company:

The Company welcomes your comments - both positive and constructive criticism. However, before The Company can respond, WE MUST HEAR FROM YOU! Associates who have any comments or concerns about the Company program, its products, management or personnel are strongly encouraged to submit their comments, in writing, to The Company. On the other hand, criticism, complaints, derogatory and negative comments to other Associates, Customers, prospects or third parties serve no purpose other than to cause dissension among the field sales force and to undermine the goals of The Company and that of positive thinking Associates. Therefore, Associates must not berate, belittle, defame, or make derogatory or negative comments about The Company, its program, products, management, employees, or personnel to other Associates or third parties.

L-05 The Company Communication Systems:

The Company maintains and offers its Associates a variety of communication systems to assist them in their businesses. These include, but are not limited to, the Company voice conference system, the Company website, and The Company Associate replicating websites. Use of the Company communication system for any purpose other than promoting the Company program and/or generating the sale of the Company products is prohibited.

L-06 Liability:

To the extent permitted by law, The Company shall not be liable for and Associates fully release The Company from, and waive all claims for, any loss of profit, indirect, direct, special or consequential damages or any other loss incurred or suffered by an Associate as a result of (a) the breach by Associate of the Agreement; (b) the operation of Associate's business; (c) any incorrect or wrong data or information provided by Associate; (d) any copyright violation in connection with materials provided by Associate; (e) Associate has repackaged, altered or misused the product, made claims or given instruction or recommendations respecting the use, safety, efficacy, benefits or results, which do not comply with the approved literature of the Company; (f) the failure to provide any information or data necessary for The Company to operate its business, including, without limitation, the enrollment and acceptance of an Associate into the Compensation Plan or the payment of commissions and bonuses.

L-07 Record Keeping:

The Company encourages all its Associates to keep complete and accurate records of all Associate's business dealing for at least three years.

L-08 Force Majeure:

The Company shall not be responsible for delays or failure in performance caused by circumstances beyond its control, such as strikes, labor difficulties, acts of God, fire, war, government decrees or orders or curtailment of a source of supply.

L-09 Violations:

It is the obligation of every Associate to abide by and maintain the integrity of the Agreement. Any violations reported to The Company shall follow The Company's reporting procedures. In order for The Company to take corrective action based upon a complaint, the complaining Associate should submit the complaint to The Company in writing.

L-10 Amendments:

The Company reserves the right to amend the Agreement and its product prices at any time and at its sole discretion. Amendments will be communicated to Associates through one or more of the following methods: publication in official Company literature or newsletters, notification via voice and/or e-mail, special mailings, inserts into product orders, and/or posting on The Company's official website, and shall become effective 30 days after notice is issued. Amendments are effective and binding on Associates as of the date of issuance. In the event any conflict exists between the original terms or policies and any amendment, the amendment shall control.

L-11 Non-Waiver Provision:

No failure of The Company to exercise any power under the Agreement or to insist upon strict compliance by an Associate with any obligation or provision herein, and no custom or practice of the parties at variance with the Agreement, shall constitute a waiver of The Company's right to demand exact compliance with the Agreement. The Company's waiver of any default by an Associate shall not affect or impair The Company's right with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Associate. Nor shall any delay or omissions by The Company to exercise any right arising from a default affect or impair The Company's rights as to that or any subsequent default.

Waiver by Company can be affected only in writing by an authorized officer of The Company.

L-12 Governing Law:

All issues relating to Arbitration shall be governed by the Federal Arbitration Act. For matters unrelated to arbitration issues, the Agreement shall be governed by the laws of the State of Oklahoma and the venue and jurisdiction of all claims arising hereunder shall be in Oklahoma City, OK. If, however, the law of the state in which an Associate resides expressly requires the application of its laws, and jurisdiction and venue in that state, the law of such state shall govern, and jurisdiction and venue shall be situated according to that state's law.

L-13 Legal Construction:

In case any one or more of the provisions of the Agreement shall for any reason to be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceable shall not affect any other provision thereof, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Any Associate found or reported to be in violation of this rule may lose his or her buying privilege with the Company, be suspended from participation in the Company compensation plan, and/or be terminated of his or her Distributor status, as well as be subject to all available remedies in law and equity.

L-14 Remedies:

The rights and remedies of the Company, set forth herein, shall be in addition to and not in lieu of any other right or remedy now and hereafter provided in law or in equity and shall continue after termination of an Associate's Distributorship. The rights and remedies shall be cumulative and not exclusive of any other.

L-15 Arbitration:

Except as expressly set forth herein, all disputes, claims and controversies between any Associate and The Company relating to or rising out of the Agreement, or The Company's products, the rights and obligations of an Associate and The Company or any other claims or causes of action related to the performance of any Associate under the Agreement, shall be settled totally, finally and exclusively by arbitration through The Company's Alternative Dispute Resolution Procedure ("ADR Procedure"). A copy of The Company's ADR Procedure can be obtained from The Company by written request. No legal action can be filed in any court concerning a Dispute as defined in the ADR Procedure. The Disputes subject to arbitration include claims that the Associate's termination was illegal or unlawful.

a) Arbitration is a commonly used and accepted technique for resolving Disputes in a timely, cost-efficient manner. Any Associate who feels that his or her termination or other sanction was unlawful and wishes to pursue a remedy through arbitration must file a claim and initiate the arbitration process directly, or through an attorney, within three months of the termination decision. After the selection of a neutral arbitrator, the parties will agree to exchange relevant documents and information, or they may develop with the arbitrator's schedule for the submission of documents and information as well as the filing of any written arguments. The hearing will be scheduled, and the arbitrator will hear both Associate's and the Company's evidence regarding the termination or other dispute subject to arbitration. The arbitrator will then make a final and binding decision. If the Associate has been terminated, the arbitrator's decision may require that he or she be reinstated.

b) Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark or other intellectual property or proprietary or confidential information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to the Company. In addition to monetary damages, the Company may obtain injunctive relief against the Associate for any violation of the Agreement or misuse of the Company's trademark, copyright or confidential information policies.

c) Nothing in this arbitration provision shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard discretion, are incorporated into the Terms and Conditions of the Associate Agreement. These documents, in their current form and as amended at the Company's discretion, constitute the entire agreement of the parties regarding their business relationship.

L-16 Severability:

If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, or any specification, standard or operating procedure which the Company has prescribed is held to be invalid or unenforceable, the Company shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof, to the extent required to be valid and enforceable, and Associates shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.

L-17 Limitation of Damages:

To the extent permitted by law, the company and its affiliates, officers, directors, employees and other representatives shall not be liable for, and associate hereby releases the foregoing from, and waives any claim for loss of profits, incidental, special, consequential or exemplary damages which may arise out of any claim whatsoever relating to the company's performance, non-performance, act or omission with respect to the business relationship or other matter between any associate and the Company, whether sounding in contract, tort or strict liability. Furthermore, it is agreed that any damages incurred by an associate shall not exceed and are hereby expressly limited to the number of unsold services and/or products of the company owned by the associate and any commissions owed to the associate.

L-18 Notice:

Any commissions, notice or demand of any kind whatsoever, which either an Associate or the Company may be required or may desire to give or to serve upon the other shall be written and delivered by electronic communication whether by telex, telegram, e-mail or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested or by personal service), or by registered or certified mail, postage pre-paid, return receipt requested, or by personal service. Any party may change its address for notice by giving written notice to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been given or served on the date personally served by personal service, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or other evidence if delivery is by mail.



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