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ATTENTION CALIFORNIA CONSUMERS

As is required by, and to comply with California State Law (Proposition 65), be advised of the following, as it applies to some products available for purchase through this website: **WARNING:** This product may contain a chemical or substance known to the State of California to cause Cancer. **WARNING:** This product may contain a chemical or substance known to the State of California to cause birth defects or other reproductive harm.

What is Proposition 65?

In 1986, California voters approved an initiative to address their growing concerns about exposure to certain chemicals or naturally occurring substances. That initiative became the Safe Drinking Water and Toxic Enforcement Act of 1986, better known by its original name of Proposition 65. Proposition 65 requires the State to publish a list of substances known to the State of California to cause cancer or birth defects or other reproductive harm. This list, which must be updated at least once a year, has grown to include approximately 800 chemicals and naturally occurring substances since it was first published in 1987.

Proposition 65 also requires businesses to notify Californians about any of these substances being present in the products they purchase, in their homes or workplaces, or that are released into the environment, even if these are naturally occurring. By providing this information, Proposition 65 enables Californians to make informed decisions about protecting themselves from exposure to these chemicals or other substances.

What types of substances are on the Proposition 65 list?

The list contains a wide range of naturally occurring substances and synthetic chemicals that are known to the State of California to cause cancer or birth defects or other reproductive harm. This list includes naturally occurring substances in addition to synthetically produced substances or byproducts of same.

Naturally Occurring Substances may be exempt

Many of the substances on the list are naturally occurring in the environment, as they have been for millennia. As per the Proposition 65 guidelines, any substances that are naturally occurring and or are below the “Safe Harbor” levels, do not require warning or reporting. Natural products that may contain these substances include, but may not be limited to, herbs, vitamins, plant derived

minerals, organic plant and or animal derivatives. However, the exact levels of these naturally occurring substances vary, as well, it is prohibitively difficult to prove their origin as natural, therefore, we included these warnings to comply with California Law.

Where can I get more information on Proposition 65?

For general information on the Proposition 65 list of chemicals, you may contact OEHHA's Proposition 65 program at (916) 445-6900, or visit <http://www.oehha.ca.gov/prop65.html>.

YOUNGEVITY, INC. POLICIES & PROCEDURES A. INTRODUCTION The success of your independent network marketing business is directly related to relationships—relationships with customers, other Distributors, and the Company. Tied closely to your success is the method by which the Company will compensate you for your participation in the Company's program as you conduct your business. Experience has shown that a clear set of policies and procedures promotes harmony in vital relationships. By understanding well-defined compensation provisions, you can plan your efforts for maximum return and effectiveness. In addition, establishing proper policies ensures that equality of opportunity and fairness are available to all Distributor participants. As you understand the Company's Policies and Procedures, you will want to follow "the spirit as well as the letter" of those policies. Your success is directly related to the service provided to others. You will find that following these policies will lead to greater success and rewards. It is with great anticipation of your success that we present to you these policies and urge you to follow them closely and completely.

B. DISTRIBUTOR COMPENSATION AND DEFINITIONS All Distributors will better understand the policies of the Company by understanding the Distributor Compensation Plan and Definitions of a number of basic terms. These terms are commonly used to explain policies and programs in Company literature and in discussions between Distributors.

B 1 Company: The term "Company" as it is used throughout these policies and procedures, along with other literature, is to be considered synonymous, and can be used interchangeably with, Youngevity, or any of its subordinate and or contemporaneous companies or product lines; These companies and product lines include, but are not limited to any and all product brands, divisions, and or strategic alliances affiliated with or a part of Youngevity and or its parent company, AL International. This list is dynamic and will change from time to time. The current and complete list can be found by visiting www.youngevity.com.

B 2 Product: Any commissionable item, program, or service that the Company makes available for Distributors to market.

B 3 Distributor: A person or legal entity currently authorized to purchase products from the Company and to participate in the Distributor Compensation Plan. Distributor is a general term referring to all authorized Distributors as individuals and as a group regardless of the level or position attained in the program, including, but not limited to analogous terms such as associates, representatives, consultants, marketing directors, and entrepreneurs, among others.

B 4 Enroller or Enrolling Distributor: A distributor who officially enrolls another Distributor in the Company's income opportunity. The Enrolling Distributor has the option to place the new Distributor into any position within his/her downline organization, or to retain

the new Distributor on his/her front line and maintain the role of Placement Distributor. The Enrolling Distributor retains a vested interest in bonus commissions, as bonus commissions primarily follow the lines of enrollment, irrespective of placement within a given organization.

B 5 Placement Distributor: A Distributor under which a new Distributor is placed, either by him/herself or by another Distributor in the Placement Distributor's direct Upline organization. The Placement Distributor is generally responsible for supervision and training of the placed Distributor. The Placement Distributor retains a vested interest in residual commissions, GBV, and GQV, as these primarily follow the lines of placement, irrespective of enrollment within a given organization.

B 6 Upline: All Placement Distributor's above a particular Distributor in lines of placement up to the Company. The entire Upline consists of all Placement Distributor's and Enrolling Distributor's that link or are between any particular Distributor and the Company.

B 7 Downline: All Distributors via lines of enrollment or placement by any other Distributor below or emanating from a particular Distributor.

B 8 Suggested Retail Price (SRP): The Company's recommended price for selling a particular product to retail customers. It is the intent that the Suggested Retail Price is the price that is charged for any and all product(s) that are sold to anyone that is not either an active Distributor or Preferred Customer of the Company. Prices are subject to change without notice. Please see current Price List for details.

B 9 Wholesale Price (W/S): The maximum discounted price paid to the Company by Distributors for product. Also, the minimum price to be charged for selling product(s) to anyone that is not either an active Distributor or Preferred Customer of the Company. Prices are subject to change without notice. Please see current Price List for details.

B 10 Bonus Volume (BV): A value amount assigned to individual products. This is the amount, singly and cumulatively, from which a distributor's Bonus and Residual Commissions are calculated. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.

B 11 Personal Bonus Volume (PBV): is the BV value of a Distributor's personal purchases/retail sales (all sales running through the Distributors personal I.D. Number) during a calendar month. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.

B 12 Group Bonus Volume (GBV): The Bonus Volume (BV) purchased/sold by a Distributor's downline organization. The number of levels that are added cumulatively are dependent upon the specific parameters of the bonus in question. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.

B 13 Qualifying Volume (QV): A value amount assigned to individual products. This is the amount, singly and or cumulatively, from which rank qualifications are calculated. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.

B 14 Personal Qualifying Volume (PQV): The QV value of a Distributor's personal purchases/retail sales (all sales running through the Distributors personal I.D. Number) during a calendar month. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.

B 15 Group Qualifying Volume (GQV): The total QV purchased/sold by a Distributor's downline organization. Different qualifying criteria may recognize different calculations – such as a certain number of downline levels, or cut-off's or percentages based upon downline rank complexion. Please see the Youngevity Distributor Training Manual and the

Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.

B 16 Preferred Customer (PC): A product purchaser that enrolls with the Company as a Preferred Customer through a Distributor and purchases product at the wholesale price through their own I.D. Number.

B 17 Retail Customer: A product purchaser that is not enrolled as an active Distributor or Preferred Customer with the Company, and that purchases product, either directly from a Distributor, or through the Distributor's online shopping cart.

B 18 Retail Sale: A retail sale is a sale to an ultimate consumer of Company product. Included are: 1. Sales to Retail customers by the Distributor. 2. Purchases by a Distributor who is purchasing for personal or family use in reasonable quantities and is not purchasing for the mere purpose of qualifying for bonuses, overrides, or advancement in the marketing program.

B 19 Retail Profit: The amount a Distributor makes (gross) by purchasing an item at wholesale price and selling it at retail to a customer, or the difference between the wholesale price and retail price for items purchased directly through the Distributor's retail shopping cart. Retail sales for items purchased directly through the Distributor's retail shopping cart are subject to a surcharge of 5% of the retail profit amount, which is automatically levied in the net retail commission. Please see the Youngevity Distributor Training Manual for details on the Youngevity Compensation Plan.

B 20 Compensation: Compensation refers to commissions paid to Distributors for product sales to consumers. See the Youngevity Distributor Training Manual for details and definitions relating to Distributor Compensation System.

B 21 Titles or Ranks: Represents certain milestones of growth and production for a Distributor and his/her downline organization. Details of ranks, titles, and qualifications are detailed in the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide. Ranks and the corresponding titles are shown two ways: Lifetime Rank – which is the highest rank achieved within the Compensation system, and Paid as Rank – represents the current qualification within a given calendar month. Some aspects of the Compensation Plan pay in concert with either a Representative's Lifetime Rank or Paid as Rank. See the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details and definitions relating to Distributor Compensation System.

B 22 Commissions: Commissions are a percentage (%) of the Bonus Volume of the products purchased/sold from the Company by Distributors. Commissions on downline activity are calculated and paid on both weekly and monthly cycles. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.

B 23 70% Rule: A rule which provides that Distributors may only purchase Company products for resale to consumers, for personal consumption, or to provide prompt product delivery to downline Distributors in their own personal group. Distributors may not stockpile or acquire excessive inventories. Prior to reordering any product, Distributors must certify that they have sold a minimum of 70% of all previous orders.

C. DISTRIBUTOR AUTHORIZATION The following are rules related to initiating and maintaining Distributor authorization in the Company's program. In addition to the warehouse policies, all aspects of these Policies and Procedures apply to Youngevity warehouses.

C 1 New Distributors enroll in the program by purchasing the Company's current Business Kit and submitting an Application/Agreement Form to become a Distributor, which, upon acceptance by the Company, is part of the contract between the Distributor and the Company. This can be done using the paper application or electronically on-line through a replicated Distributor website. The Distributor Agreement is to be completed and endorsed by the

person or entity applying to become a Distributor. This document contains important information which a prospective Distributor should read and understand before endorsing or otherwise applying for a Distributor Position. The Company reserves the right to reject, at its sole discretion, any application deemed unacceptable. Purchase of a Business Kit may be optional in some geographic areas. No purchase of Company products is required to become a Distributor.C 2 When an application for Distributor authorization is other than an individual or a husband and wife, the application must be signed by one or more legal representatives who have the power to bind the applying entity. A list of all principals, directors, officers, shareholders, or others with any beneficial interest must be submitted to the Company, complete with current names, addresses, phone numbers, and a detailed accounting of percentages and conditions of interest. While partnerships, corporations, and trusts may be accepted as Company Distributors, an individual may not have a beneficial interest or be listed in more than one Distributor Position without the prior written authorization of the Company. Every Distributor must have a numerical identification number ("ID number"). If the Distributor Position includes more than one person, the Social Security Number of the first applicant on the Distributor Agreement becomes the official Federal Tax ID Number. Any bonus check paid to a Distributor will be issued in the name of the first two applicants listed on the Distributor Agreement, if applicable.Applicants and Distributors shall not submit any inaccurate or false information on a Distributor Agreement. Furthermore, a Distributor is responsible for informing the Company of any changes affecting the accuracy of the Distributor Agreement/Application. The Company reserves the right to immediately terminate a Distributor if the Company determines that false or inaccurate information has been provided. All proposed changes to a Distributor Position must be submitted to the Company in writing, along with a new Distributor Application/Agreement form with the word "Amendment" written across the top, or electronically with proper login and password by editing information through the Representative's replicated website and back office system.C 3 Authorization as a Distributor includes the right to sell products of the Company and to participate in the Company's Distributor Compensation Plan. No geographic territory in which the Company is operational shall be exclusive to any one or group of Distributors.C 4 Distributor applicants must be of the age of majority in the state or province in which they reside.C 5 Upon the death of the Distributor, his/her rights to bonuses and marketing position, together with Distributor responsibilities, shall pass to his/her successors in interest upon written application and approval by the Company. Written application must be received by the Company within ninety (90) days of the date of death. If the Company does not receive appropriate instruction within ninety (90) days of the death of a Distributor, the Distributor Position will be terminated or reassigned. The successor Distributor must fulfill all responsibilities of the Distributor.C 6 When a decision is made to terminate a Distributor, the Company will inform the Distributor in writing. The termination notice will be sent by certified mail, or other verifiable means requiring a recipient signature, to the Distributor's address on file with the Company. If deemed necessary by the Company, Distributors may be terminated by the Company for cause. The Company has the right to take quick and decisive action in limiting or terminating a Distributor who is found in violation of these Policies and Procedures, the Distributor Agreement, rules governing the Compensation Plan, or any state, provincial, or federal laws, statutes, and/or regulations deemed as pertinent by and at the sole discretion of the Company. Such

disciplinary action may include oral and written warnings, suspension, forfeiture of bonus checks, or termination. In extreme cases of violations by a Distributor, the Company also reserves the right to pursue reasonable legal recourse, as well as reimbursement by a Distributor for any expenses, including attorney's fees and legal fees, generated from a violation. The issuance of bad checks, attempts to persuade Distributors to change Placement Distributors, cross recruiting, fraudulent misrepresentation of the Company, and the commission of illegal or deceptive acts all constitute reasonable cause for termination, together with any other material breach or violation as noted above.

C 7 An individual may terminate their Distributor Position at any time by providing written notice to the Company. Notice must be sent via certified mail, or other verifiable means, which may include FedEx, UPS, and or Electronic Mail with return receipt and delivery verification.

C 8 Whether a Distributor is terminated through voluntary resignation or through termination by the Company, that Distributor is no longer entitled to sell Company products or to enroll other Distributors. In addition, said Distributor shall lose all rights to their existing downline and shall no longer be entitled to receive sales commissions, overrides, bonuses, awards, or any compensation whatsoever from the Company, nor shall they be entitled to any rights to their former downline genealogies or Distributor lists.

C 9 Buy-back: Any Distributor who wishes to terminate through the Buy-Back policy must notify the Company of their intention in writing to the Company. The termination letter must list all the items to be returned, the quantities of each item, and the sales order number(s) under which each of the items was most recently purchased. The letter must be signed by all parties listed on the Distributor Agreement and must acknowledge the fact that the individual(s) listed on the Agreement may never again become a Distributor. If the Distributor has purchased products for inventory purposes or unopened sales aids while the Distributor Agreement was in effect, all unopened products in a resalable condition then in possession of the Distributor, which have been purchased within one year of cancellation, shall be repurchased by the Company at a price ninety percent (90%) of the original net cost to the Distributor returning such goods, taking into account any sales made by or through Distributor prior to notification to the Company of the election to terminate. For Montana Distributors only: A Montana Distributor who cancels within 15 days, is entitled to a 100% refund of any consideration given to participate. The Company will not issue any refunds on products previously certified as sold under the 70% rule.

1. For purpose of this policy, products shall not be considered "resalable condition" if returned for repurchase after the products' commercially reasonable, usable, or shelf-life period has passed; nor shall products be considered if the Company clearly discloses to Distributors, prior to purchase, that the products are seasonal, discontinued, or special promotional products.

2. If bonuses were paid to a terminating Distributor's Upline on volume represented by returned products, commissions related to such volume will be debited from all Upline Distributor accounts. A "clawback" transaction will appear in the personal purchases section of the Upline's next "adjustment summary" with the name of the terminated Distributor in the description. Once the Buy-Back letter has been received by the Company, the Distributor will be contacted and provided with a Return Authorization Number, as well as the address to which the merchandise should be shipped. This Return Authorization Number must be clearly marked on the outside of each and every box which is being returned. Distributors are encouraged to use a traceable means of transport as the Company is not responsible for items lost in transit. Merchandise that is returned without this Return Authorization

Number will be refused by the Company. Any merchandise being returned to the Company must be sent prepaid. Once the shipment has been verified, a credit will be issued and a check sent by the 15th of the following month, or a credit will be issued on the credit card originally used for the purchase. The Distributor will then be permanently terminated.

D. DISTRIBUTOR PRACTICES

D 1 Distributors are independent contractors and are not: franchisees, partners, joint venturers, employees or agents of the Company or their Placement Distributors or Enrollers. Distributors must not imply or represent employment or agency relationships in any manner, including oral representations, printed material, or deceptive actions.

D 2 Distributors are responsible for all taxes on income received from the Company on sales made by them, and for all and any other taxes, licenses, and fees, unless the Company has established specific written procedures which specify otherwise. The Company will collect and remit sales taxes when applicable on products at the federal, state, and provincial level. Distributors are responsible for any other taxes at any lower jurisdictional levels. The Company is not responsible for any expenses relating to a Distributor's business.

D 3 Because Distributors are independent contractors, the Company does not dictate selling methods, specific hours, or effort levels, other than those required in Distributor/Company interactions and except as stated herein. Distributors must at all times adhere to Youngevity compliance guidelines and acceptable marketing and business practices.

D 4 Personal product purchasers (retail or preferred customers) are not required to enroll as a Distributor.

D 5 No Distributor will be compensated solely for enrolling Distributors or Customers, as ultimately all compensation is based upon the selling of product to consumers, which is the core of the Company's business. This fact must be emphasized in all recruiting presentations.

D 6 Written sales receipts, which include information regarding the products sold, price, and Distributor's name, address, and telephone number must be given to every retail customer.

D 7 Income paid to Distributors on sales for which the Company has given a refund, may, at the Company's option, be charged back to those Distributors.

D 8 In the conduct of his/her business, the Distributor shall safeguard and promote the reputation of the Company and its products. The Distributor shall hold harmless, defend and indemnify the Company, its shareholders, officers, directors, employees, attorneys, accountants, agents, assigns, and successors in interest against any and all claims, lawsuits (civil or otherwise), losses and expenses of any kind, arising out of or relating to any claims or alleged connections with that Distributor's activities of any kind that violate any local, state, provincial, or federal laws or regulations.

D 9 All Youngevity Distributor Applications, AutoShip Order Forms, and or any other official forms submitted to Youngevity must be endorsed by the party named on the respective form – Paper forms must contain an original signature and be mailed directly to Youngevity, and electronic forms must be viewed by, agreed to, and electronically endorsed by the appropriate party as stated within the particular form on line. In the case of business entity, the endorser must be that of the legal registrant of the business name. At no time is a Distributor allowed to submit a Youngevity Distributor Application, AutoShip Order, or any other documentation that does not contain the endorsement of the named party in the manner stated above. At no time is a Youngevity Distributor allowed to submit a Youngevity Distributor Application, AutoShip Order Form, or any other documentation on which he/she has entered a signature of the named party regardless of permissions implied or received, as Youngevity does not and will not accept a "Power of Attorney" signature on any of its forms.

D 10 From time to time, at Company events or other functions or

occurrences, solely for the purposes of promoting the Products, the Company, or combination thereof, the Company may take photos, record audio and or video of events, testimonials, sessions, or interviews and the like. Said photos, video, and or audio may include the image, likeness, and or voice of any and or all attendees of the event, function, or occurrence. Attendees may include, but are not limited to Distributors, Customers, and or prospective Distributors or Customers and or Guests of same (Hereinafter for the purposes of this section, will be inclusively referred to as "Subject"). Distributor agrees and understands that it is his/her responsibility to disclose this policy to any guest that he/she invites to any Company event, function, or other occurrence. Any such photography, videography, and or voice recording will be obvious and or clearly disclosed to the Subject. Company will use its best and reasonable efforts to ensure that no photos, videos, and or audio recordings will be gathered against the expressed wishes of the Subject. However, continued attendance by Subject at any event, function, or occurrence where photos, video, and or audio is being captured will, in all cases, be construed as agreement and acceptance of the following: Subject grants permission to the rights of his/her image, likeness and sound of his/her voice as recorded on audio or video without payment or any other consideration. Subject understands that his/her image may be edited, copied, exhibited, published or distributed and summarily waives the right to inspect or approve the finished product wherein his/her likeness appears. Additionally, Subject waives any right to royalties or other compensation arising from or related to the use of his/her image or recording. Subject also understands that these images and or recordings may be used in diverse educational, commercial or promotional settings within an unrestricted geographic area. As well, there is no time limit on the validity of this understanding and subsequent release, nor is there any geographic limitation on where these materials may be distributed.

E. PROHIBITED PRACTICES

1 Distributors shall not produce, promote, or use any copyrighted or otherwise proprietary materials containing the Company's names, programs, products, or logos, except those that are pre-approved and obtained directly from the Company. Any materials used that are not provided by Company, must be approved in advance by submitting said material in concert with the Youngevity Advertising Approval Application. Details of who may submit, and what can and cannot, and what will and will not be approved is detailed in the application, which can be obtained by contacting customer service.

2 Distributors shall not misrepresent product attributes and qualities to customers. Unauthorized, unwarranted, and unjustified product claims shall not be made.

3 Distributors shall not repackage or re-label any Company product. Nor shall the product be removed from its original packaging and resold in any way.

4 Distributors shall not misrepresent the Company's Compensation Plan for Distributors. No misleading or deceptive statements about the Plan shall be made. No opportunity or income exaggerations are to be given. If actual income examples, extrapolations, or geometric progressions are used, actual typical incomes of Company's Distributors at all levels must also be disclosed. Examples used to illustrate how the Plan works are allowed if they are specified as "examples only" and any relevance to anticipated success is disclaimed.

5 There are no franchises or exclusive territories as a part of the Company's Distributor Compensation Plan. No Distributor may represent that any such territory or franchise exists or can be sold as part of the Distributor program.

6 All Distributors are Independent Contractors; the Company imposes no restrictions on any Distributor's participation or sales activities in other businesses or programs other than Youngevity except as said activities or

programs would cause or create a violation of any provision of Distributor's agreement with the Company or any of these policies and procedures.E 7 Distributor lists, including downline sales organization information, is proprietary and confidential to the Company, with the exception of first level, personally enrolled Distributors. The Company may forward genealogical information at a nominal cost to Distributors, in strict and complete confidence, to help them manage their downline sales organization and for no other purpose.Every Distributor who is provided with such information shall treat it as confidential and take care to maintain its secrecy as well as refrain from making any use thereof for any purpose other than the management of his/her downline sales organization. Without limiting the generality of the foregoing, no such information may be used in cross-recruiting or with the intent to entice Company Distributors into other network marketing organizations.Any violation of this policy by a Distributor will result in the immediate suspension and/or termination of the offending Distributor. Furthermore, the offending Distributor could be subject to legal action for injunctive relief and/or damages.E 8 Distributors shall not cause any Company product or name to be sold or displayed in any retail establishment of any kind, including, but not limited to, civilian, military, internet based or otherwise, except those establishments and or virtual locations specifically authorized and licensed in writing by the Company.E 9 Distributors shall not engage in any unlawful practices.E 10 All purchases of Youngevity products, literature, and promotional material must be purchased from Youngevity in accordance with the stated Policies & Procedures. Youngevity Distributors and/or Preferred Customers are not allowed to purchase Youngevity products, literature, and promotional material from a Youngevity supplier. At the request of the Youngevity suppliers, Youngevity Distributors and Preferred Customers are not allowed to contact any Youngevity suppliers for any reason. Contact is described as, but not limited to, telephone calls, recorded voice messages (voicemail), facsimile transmission (fax), written communication, or electronic correspondence (e-mail). Any violation of this policy can, depending on severity, result in the termination of Distributors or Preferred Customer status.E 11 Distributors, whether active or otherwise, shall not re-sell any product(s) in any form or combination with any other product unless it is complete, factory sealed, and in its original packaging with all required labels intact. Pricing for said product(s) is strongly recommended to be equal to the Suggested Retail Price, but under no circumstances shall be less than the current wholesale price for same item as published by the Company.E 12 Distributors are strictly forbidden from Cross-Recruiting, and shall not sell, recruit, propose, or in any other way induce or attempt to induce any other Distributor to purchase any product or service, or to participate in any other income opportunity, investment, venture, or commit any other activity deemed, at the full discretion of the Company, as cross-recruiting. This includes any such activities across any divisions of the Company, should any separate divisions with different compensation plans and or hierarchy structures exist, unless, and as specifically stated otherwise. The integrity of the hierarchy and the relationships therein is of paramount importance to every Distributor as well as to the Company. Any Distributor violating this provision may be subject to immediate termination for cause, forfeiting any and all commissions due him or her.F. PLACEMENTF 1 All Distributors in good standing may enroll and place other Distributors in their Downline organization within the Company's Distributor program. Said placement must be finalized on or prior to the 90th day of enrollment. Placement cannot be changed after 90 days of enrollment.F 2 Enrollers and Placement Distributors must

offer general support, information, and assistance as well as bona fide supervisory, marketing, selling, and training support to Distributors they Enroll and or override, or otherwise benefit from through the compensation system.F 3 Enrollers and Placement Distributors shall exercise their best efforts to ensure that all Downline Distributors understand and comply with the most current terms and conditions of the Distributor Agreement, the Policies & Procedures and Compensation Plan, as well as all applicable federal, state, provincial, and local laws, ordinances and regulations that pertain to the business of the Company.F 4 Enrolling and Placement Distributors should always use their best efforts to settle disputes between a Retail Customer, a Preferred Customer, and or any Downline Distributor in an attempt to resolve such disputes promptly and amicably.G. TRANSFER OF PLACEMENT DISTRIBUTORSHIPG 1 A Distributor may change Placement Distributors by resignation as a Distributor. Such action will result in the loss of any downline Distributors. Six (6) months of inactivity in the Company's program must elapse before submission of a new Distributor Application.G 2 A Distributor may not sell, assign or otherwise transfer his or her Distributor Position, marketing position, or other Distributor rights without written application and approval by the Company which may not be unreasonably withheld. A Distributor who sells his or her Distributor Position shall not be eligible to reenroll as a Distributor for a period of at least six (6) months after the sale. The Company, after a review of the terms of the sale, reserves the right to approve or disapprove, in its sole discretion, of a proposed purchaser's qualifications and intention to manage and develop the Distributor Position.G 3 No two adults in the same household shall hold Distributorships in more than one line of Enrollment or Placement.H. ORDERING AND SHIPPING PROCEDURES H 1 Who May Order: The Company will accept orders for products only after a valid Distributor Agreement certified by their Placement Distributor is on file with the Company. Distributors are then authorized to submit orders.H 2 All orders for product and other items will be processed for shipment upon clearance of payment. Shipment is made by common carrier and delivery should be expected within 7-14 days, unless special shipping arrangements are made at the time of order. If an ordered item is on backorder, consignee will be notified via telephone or electronic communication as to the status. As a standard, Youngevity does not ship partial orders or hold backorders in the system for extended periods of time. If backorder delay is relatively short, entire order will be held back and shipped in its entirety upon availability of backordered item. If backorder delay is extended, then backordered item will be cancelled from order, the price of that item returned to Customer/Distributor, and the balance of the order, if any, will be processed and shipped. All ordered item(s) will be shipped as soon as items are available and usually within fourteen (14) days of the date the original order and payment was received.H 3 Upon receipt, Distributors should immediately inspect shipments to determine whether orders are complete and in good condition. Any damaged or missing contents should be noted on the delivery receipt. If items have been damaged in shipping, Distributor should request, from the shipper, the process for filing a claim for damaged or missing materials. Items that are missing from shipment should be brought to the attention of the Company within 1 business day of receipt to ensure proper handling of refund and or product reshipment.H 4 If a shipment does not arrive within the expected timeframe, before assuming any shipment has been lost or stolen; a Distributor should wait at least fifteen (15) working days from the placement of mail orders, and ten (10) working days from the placement of telephone or internet orders. Lost shipments, if later found and/or delivered,

must be reported to the Company's Distributor Services within seven (7) days of delivery. Any extra product received in any shipment must also be reported. Duplicate orders or replaced shipments that do arrive can be either returned to the Company, or purchased by Distributor, at the Distributors discretion. A Distributor who signs a delivery release with a common carrier, authorizing the carrier to leave an order at an unsecured location, without a signature, releases the Company from responsibility for such delivery. Distributors who are absent at the time of delivery may be required to retrieve their packages from the shipping office or have them delivered to a more suitable alternate location. H 5 Sales Aids: Sales aids (Business Kits, Business Tools, Marketing Materials, etc.) are not items that carry a discount or a bonus volume credit. Placement Distributors developing their networks should have a supply of these materials on hand to serve their downline growth needs. H 6 Order Forms: When submitting written orders to the Company, Distributors must use unaltered official Company order forms, or have all orders placed through the appropriate online shopping cart / back office interface. H 7 Submitting Orders: Products are ordered at Wholesale prices. The overall success of the Company and its Distributors depends upon retail sales of the products to consumers. A "retail sale" is defined as the sale to an ultimate consumer who is purchasing the product for his/her own use. 1. Distributors may not themselves order, or ask their Downline Distributors to order inventory for the sole purpose of participating in the Compensation Plan or "qualifying" themselves or others to earn commissions or bonuses (This practice is frequently referred to as "inventory loading"). 2. Distributors may only purchase Company products for resale to consumers, for personal consumption, or to provide prompt product delivery to downline Distributors in their own personal group. Distributors may not stockpile or acquire excessive inventories. Prior to reordering any product, Distributors must certify that they have sold a minimum of 70% of all previous orders (The "70% Rule"). 3. Distributors are required to carefully document all retail sales. The Company may, at any time, require a Distributor to produce all completed retail sales receipts for the previous thirty (30) days and a list of five (5) or more persons to whom the Distributor has made retail sales of the products during the previous thirty (30) days. 4. Distributors may not advertise or promote product for more than the current established retail price or for less than the current established wholesale price as published by the Company. See current product price list for details on Wholesale and Retail prices. H 8 The Product Order Form is required for all mail orders of products and must be fully completed and submitted to the Company. Two or more Distributors may not combine orders on the same order form. 1. Incomplete orders will not be processed by the Company. Such orders will be returned to the Distributor by mail and any consequences arising out of an incomplete order shall be the responsibility of the Distributor who attempted to place the order. 2. In placing an order by mail, the Distributor certifies, acknowledges, and warrants that the order was made by the Distributor and that a minimum of 70% of all previous orders of Company products have been sold. H 9 Qualifying Order Policy: The Company may not accept any qualifying order from Distributor Warehouses after the twenty-fifth (25th) of any calendar month for the current volume month. A qualifying order is defined as an order for the Company products in which the Distributor placing the order is using the bonus volume from that order to qualify for commissions and/or rank advancement. All qualifying orders submitted by any warehouse must be clearly marked "Qualifying Order" with the volume month and year marked underneath. These markings must be placed on the Product Order Form in the box in the

upper right hand corner labeled "Do Not Ship." The date of the order must also be placed on the qualifying order and a copy of the qualifying order given to the Distributor placing the qualifying order. Any qualifying order submitted after the twenty-fifth (25th) of any calendar month for the current volume month must be submitted to the Company directly via telephone or facsimile transmission. To insure priority handling of a qualifying order, the Distributor should inform the Company's Customer Service Distributor the order being placed is a qualifying order. If the qualifying order is transmitted to the Company via facsimile then the order should be clearly marked as a qualifying order and indicate the volume month for which the order is to be applied. Any qualifying order received from a warehouse after the twenty-fifth (25th) of the calendar month for the current volume month will be applied towards the following volume month. In the event that an order is received from a warehouse and also submitted to the Company directly via telephone or facsimile transmission will be treated as two orders: One qualifying order for the current volume month and one qualifying order for the following volume month. If an order is canceled or refused, commissions for either of the volume months may be affected. It is not the responsibility of the Company to inform a Distributor of an improper submission of a qualifying order. The Distributor must place qualifying orders properly in order to participate in rank advancement and/or the earning of commissions. Any Distributor who, in good faith, placed a qualifying order in accordance with these policies and is denied commissions and/or rank advancement because a Warehouse is found to be in violation of these policies will receive commissions in accordance with the "Recalculation of Commissions Policy." A Warehouse may institute its own individual policy regarding the acceptance of qualifying orders from a Distributor in order to ensure submission to the Company on or before the twenty-fifth (25th) of the calendar month. Any Warehouse found to be in violation of these policies resulting in the Company being required to recalculate commissions in accordance with the "Recalculation of Commissions Policy" may, at the Company's sole discretion, be required to forfeit commissions in the amount equal to the commissions of the Distributor(s) who were negatively affected. Serious and/or repeated abuses of this policy will result in the revocation of a Distributor's Warehouse status. In the event that a Distributor willfully disregards this policy, neither the Company nor the Warehouse will be held responsible.

H 10 Policies and Procedures for AutoShip:

1. Youngevity will use its best efforts to ship all AutoShip orders on the specific day of the month specified by the Customer or Distributor at the time the AutoShip order was setup. In cases where that day lands on a weekend, holiday, or any other day that the Youngevity warehouse is closed for shipping, said AutoShip order will be fulfilled on a day chosen by Youngevity, as close as possible to the chosen day. Should there be a need to permanently change an AutoShip date, Customer or Distributor will be notified of same and provided with revised schedule and other AutoShip day options.
2. All new AutoShip requests must be received electronically or physically by the Company by the last business day on or before the 28th of the month to be processed for the following month.
3. Youngevity is not responsible for delays in the delivery of an AutoShip request caused by the U.S. Postal Service, or any other courier service, public or private.
4. All AutoShip requests must be received electronically or on an official Company AutoShip Order form. The order form must be filled out completely. Any omissions of information will render the AutoShip request invalid and must be resubmitted.
5. Youngevity can receive faxed, photocopied, internet, and original AutoShip forms. AutoShip requests will be accepted with appropriate endorsement.

Youngevity cannot receive a request for AutoShip via the telephone.6. All AutoShip requests must be paid with a credit card, ProPay or credit on account, which will be billed monthly.7. All AutoShip requests must be sent to the billing address of the credit card (this information will be verified with the credit card company).8. An AutoShip order may be of any size. Qualifying Volume for AutoShip orders will be applied automatically, however, having an active AutoShip order on file, in itself, does not automatically constitute Commissions or Rank Qualification for any Representative. It is the responsibility of the individual Distributor to qualify for commissions with the required Personal Qualifying and or Group Qualifying Volume.9. Any and all changes to an existing AutoShip are treated as a new AutoShip Request and are subject to the same requirements. Any and all changes to an existing AutoShip must be clearly identified as a change to avoid a duplicate AutoShip order being created.10. The Company is not responsible for any incorrect information supplied by any financial institution.11. The Company is not responsible for credit cards not authorized for payment of an AutoShip order. Any order not authorized for payment via a credit card will be cancelled for that month. Any order not authorized for payment via a credit card for two (2) months in any twelve (12) month period will be rendered void and will be required to be resubmitted with another credit card number as payment. If the new credit card is not authorized for payment during the twelve (12) month period, the Distributor will not be allowed to participate in the AutoShip program and will instead need to place orders using another payment method.12. The Company will cancel any AutoShip that is subject to a consumer credit card chargeback.13. Unauthorized duplication of an AutoShip Order Form is prohibited. Written permission from the Company is required before the duplication of any form is permitted.14. Any AutoShip that is refused delivery will be immediately canceled. Additional charges will be levied if a second shipment is requested. An AutoShip canceled for refused delivery will not be eligible for renewal.15. The Company processing fees will be deducted from refunds issued for AutoShip orders.16. As outlined in section D9, all Youngevity Distributor Applications and AutoShip Order Forms must be properly and legally endorsed. Violation of this policy is considered fraud and is a violation of these Policies & Procedures.H 11 Policies and Procedures for Duplication of Distributor Application, Order Form & AutoShip Form:1. The word “form” refers to the Youngevity Distributor Application, Product Order Form, and AutoShip Order Form, whether in print on paper or electronic via any Youngevity website.2. The word “original” refers to the source material provided by the Company for reproduction.3. These forms must be “duplicated” from the original supplied from the Company and not “recreated”, ie: all forms must be exact reproductions of the original without changes or deletions. Any and all duplication of forms must also adhere to all other applicable provisions to these Policies & Procedures.4. An original Company form will be made available in the following formats for reproduction:a) A laser printb) A computer image available in PDF format.5. All paper forms must be reproduced in the following Pantone colors:a) Distributor Application – PMS 527 (Purple)b) Order Form – PMS 355 (Green)c) AutoShip Order Form – PMS 485 (Red)6. Any paper forms reproduced in other colors and submitted to the Company for processing will be returned for correction and resubmission.7. All forms reproducible will contain a box labeled “Presented By” or “Presented by the Company’s following Distributor.” A Distributor wishing to do so, may place his/her name, company name, telephone number, special offer, or advertisement within the borders of this box and not covering the above mentioned label inside the box. The nature of

the contents inside the box is governed by the Policies & Procedures and must be submitted to the Company for approval prior to reproduction.8. Any and all forms reproduced without prior written consent from the Company may be found to be in violation of the Policies & Procedures and may not be accepted for processing.9. These forms and policies are designed to give the Company's Distributor the opportunity to personalize the service he/she offers their downline and to ensure that uniformity is maintained to aid the speedy and accurate processing of all the Company orders and applications.H 12 Drop Ship PolicyFor the purposes of these Policies & Procedures, a Drop Ship is defined as an order placed by a Distributor using their credit card and having that order delivered to a place or party other than the Distributor or Distributor's address.Youngevity will Drop Ship your order so long as it is paid for with your credit card. Youngevity will not Drop Ship any C.O.D. or payment due orders.1. Distributors placing a Drop Ship order will assume all responsibility for packages lost or stolen after delivery to the address specified.2. Distributors placing Drop Ship orders must be named on the credit card used for the order.3. A Distributor may not pay for an order using another person's credit card, regardless of the delivery destination.4. The billing address of the credit card to be used for a Drop Ship must be provided at the time of the order. Youngevity will, without notice, verify the billing address, telephone number, and name or card holder. If this information is found to be different than that submitted to Youngevity, further Drop Ships will not be permitted.5. Any Drop Ship refused delivery will not be eligible for a full refund. Shipping and handling charges will be deducted from any refund issued. These charges may exceed seven (7%) percent of the sales price.6. Youngevity may, at its sole option, suspend any Distributor who instigates a consumer chargeback related to a Drop Ship paid for via credit card. Payment plus additional administrative fees must be made prior to the removal of a Distributor's suspended status.7. Failure to abide by the Drop Ship Policy will result in the termination of the Drop Ship Agreement.I. ADVERTISING, USE OF COMPANY NAMES, AND PROTECTED MATERIALSI 1 No Distributor shall produce, promote, or use copyrighted, trademarked, service marked, or proprietary materials of any kind describing the Company's names, products, or logos, if said materials are not obtained from, or approved by, the Company in advance in writing, prior to their production or use. Distributors shall not use or appear on television, radio, including Internet blogs, internet radio, podcasts, or any other media to promote or discuss the Company or its programs without prior written permission from the Company. All media inquiries shall be referred directly to the Company. Distributors may use the Youngevity Advertising Approval form to submit for approval any such media promotions.In addition, Distributor shall not misuse or misrepresent him/herself or any of the Company's products through the use of any other person's name, company name, trademark, or any other personal or copyrighted information, symbols, logos, or trade names without the express written permission of both the other party and the Company.I 2 Distributors may place classified ads in newspapers if they do not use Company names or trademarks.I 3 Distributor's use of the Company is restricted as to protect the Company's proprietary rights, ensuring that Company protected names will not be lost or compromised by unauthorized use.I 4 Other rules relating to the use of the Company name are as follows:a. All stationery (letterhead, envelopes, and business cards) bearing the Company name or logo must be printed using the correct wording as indicated by the Company.b. All promotional items such as clothing, personal use items, and any items of any other nature which bear the Company's

name or logo must be purchased/sold only from the Company or its authorized Distributors. The only exceptions are imprinted gift items such as: pens, key chains, letter openers, buttons, and calendars. These kinds of items must not include the Company's logo, but must be inscribed as follows: Compliments of "Youngevity" (Name) Independent Distributor (optional address and phone number) c. All Distributors may list themselves in the telephone directory under their own name, followed by the words "Independent Distributor of Youngevity." d. No Distributor is allowed to place phone directory display ads using the Company's name or logo. No Distributor shall list their business name, caller ID, or directory listing as Youngevity or any other Company trademark, salesmark, or product name. e. Use of the Company's name or logo on buildings, vehicles, etc., must be approved in writing in advance by the Company. Such usage must always carry the phrase "Youngevity Independent Distributor" immediately following the Distributor's name. Such usage must be according to Company instructions and using Company formats and/or materials. Items bearing the Company name(s) must be kept in visually attractive condition. f. A Distributor may not refer to themselves as "Youngevity" alone when answering the telephone. The Distributor's name must be given. Always refer to yourself or your business as an "Independent Youngevity Distributor." g. It is not permitted for anyone to possess a business name or bank account using the name Youngevity. I 5 Violators of any of these Policies & Procedures relating to advertising, Company name(s), and logo(s) may be required by the Company, at the Company's option, to correct the violations in whatever manner the Company deems necessary. Correction measures are not limited to, but may include disconnecting phone numbers without a referral, removing signs, canceling advertising, and destroying noncompliant literature. Distributor authorization may also be terminated, and offending Distributors will be liable for any damages sustained by the Company, as well as any other penalties imposed through legal action. J. JUDICIAL PROCEDURES J 1 Most violations of the Policies & Procedures occur through lack of awareness or understanding on the part of the violating Distributor. Distributors observing a Policy violation should immediately point out the violation directly to the violating Distributor. J 2 Distributors who observe continued violations by another Distributor following the personal contact outlined in J 1, should report the violation in writing to the Company. Details such as dates, number of occurrences, and evidence, along with any supporting testimony, should be included in the report. J 3 Any violation, large or small, of the Advertising, Use of Company Name(s), and other Section I Policies must be referred directly to the Company for resolution. J 4 The Company will address all violations according to set procedures including using Distributor network input and giving the accused Distributor adequate opportunity to respond to any violation charged. J 5 It is the obligation of every Distributor to maintain the integrity of the Policies & Procedures to ensure fairness and equal Compensation Plan opportunities to all Distributors. J 6 Failure of the Company to enforce any of these Policies & Procedures with one Distributor does not waive the right of the Company to enforce any such provision(s) against that same Distributor or any other Distributor. J 7 The original of a document faxed to the Company must be received by the Company before the document is considered "received" by the Company. J 8 To the fullest extent permitted by law, Youngevity shall not be liable for, and Distributor releases the Company from, and waives all claims for, any loss of profits, indirect, direct, special, or consequential damages or any other loss incurred or suffered by Distributor as a result of: a. the breach by the Distributor of the Agreement and/or

the terms and conditions of the Policies & Procedures, b. the operation of Distributor's business, c. any incorrect or wrong data or information provided by the Distributor, or d. the failure to provide any information or data necessary for the Company to operate its business, including without limitation, the enrollment and acceptance of a Distributor into the Compensation Plan or the payment of commissions and bonuses.

J 9 In the event of a dispute with the Company, Distributor and the Company agree to participate in mediation in an earnest attempt to resolve the dispute prior to submitting it to binding arbitration pursuant to the Commercial Arbitration Rules then in effect of the American Arbitration Association, provided, however, that injunctive relief sought by the Company against any party shall be excluded from this clause. Such Arbitration shall occur in San Diego, California. Louisiana Distributors, however, may arbitrate in New Orleans, Louisiana.

J 10 DISTRIBUTOR WEBSITE POLICY This amendment to the Youngevity Policy & Procedures refers to the creation and use of Internet websites created by Youngevity Distributors for the purpose of promoting themselves as a Youngevity Distributor and the Youngevity products or Dr. Joel Wallach. A website is defined as any use of a computer, the Internet, and the World Wide Web to display, comment on, or otherwise transmit information in graphic, text, or audio form. As with any advertisement or promotion, the Policies & Procedures of Youngevity prevail and should be followed in addition to the following amendment.

a) The name Youngevity is a registered trademark, as are the other Company and Product names owned by the Company. The name Youngevity or any trademark or salesmark of the Company, in its entirety, in part, or hyphenated may not be used in any domain name, URL, or email address.*

b) The name Dr. Joel Wallach is part of the intellectual property of Dr. Joel Wallach and may not be used in its entirety, in part or hyphenated, in any domain name, URL, or email address.*

c) All logos, slogans, and trademarks of the Company are the sole property of Youngevity and may be used with written permission only. Permission to use Youngevity logos, slogans, and trademarks may be revoked without notice or reason and solely at the discretion of Youngevity.

d) All use of Youngevity logos, slogans, and trademarks must state permissions given on the front, index, home, or main page of any website.

e) All Youngevity logos, slogans, and trademarks must be used in their respective entirety. All colors in any Youngevity logo or trademark must be reproduced accurately. No partial logos or "artistic license" may be used.

f) Youngevity logos, slogans, and trademarks in graphic form may not be sold or traded by anyone.

g) The name and Distributor Identification Number of any and all Youngevity Distributors responsible for content of a website must be displayed on the front, index, home, or main page of the website.

h) No Distributor of Youngevity may state or imply that their website is official, sanctioned, authorized, or licensed by Youngevity, Dr. Joel Wallach, or any board member, advisor, consultant, or affiliate of same. Any and all Representative owned websites must be identified as owned and controlled by the individual entity or person to whom the site belongs, followed by "independent distributor for Youngevity." Only websites owned, controlled, and designated by the Company as such can be considered as an "official website" or any iteration thereof. These websites include, but are not limited to www.youngevity.com, www.90forlife.com, and many other micro sites, and subordinate sites. Only representatives in good standing may have access to the Company replicated sites, including, but not limited to www.my90forlife.com, www.youngevityonline.com, as well as access to the tools, programs, back office access, and other areas contained therein.

i) Any and all sources of content and permissions for use of a

Youngevity Distributor's website must be documented and stated on the website. This includes but is not limited to the use of graphics, quotes, and excerpts.j) Written approval for all quotes or excerpts from Dr. Wallach's lectures, books, radio shows, audio, or visual productions must be stated and documented. Note: Copyrights from various radio shows, audio, and visual productions may be held by persons or entities other than Youngevity. People or entities holding copyrights of this type are not obligated to grant permission for use of these materials.k) The signature of, or likeness of Dr. Joel Wallach, board member, advisor, or any current employee or affiliate of the Company is not allowed to be used on any website.l) No Distributor of Youngevity may make any claims of income or income potential by becoming a Youngevity Distributor.m) No Distributor of Youngevity may make any claims of health benefits or betterment by consuming or applying Youngevity products.n) Only the Distributor's personal testimonial about the benefits or results stemming from the use of Youngevity products may be used on a Distributor's website. A Distributor's website must not contain the testimonials of others in the content of their website.o) No banners or other methods of advertisement may be used or included in the content of any Youngevity Distributor's website.p) No hyperlinks to other websites promoting competing products may be used on any Youngevity Distributor's website.q) No products other than Youngevity products may be mentioned or sold on any Youngevity Distributor's website. This includes but is not limited to product comparisons.r) Any use of the internet to promote the Youngevity Compensation Plan internationally is prohibited until such time as Youngevity authorizes promotion of the Compensation Plan, after being designed and approved for a particular country.s) Distributors using a website for order fulfillment must transact business using a secure server to protect the personal information of the customer. Email orders are not to be encouraged or accepted for transacting Youngevity business.t) Each individual Youngevity Distributor is responsible for abiding by all local, state, and federal laws concerning all aspects of using the Internet to promote or sell Youngevity products and business opportunities.u) Youngevity reserves the right to edit content of and require immediate modifications to any Distributor's website at the sole discretion of Youngevity.v) Electronic mail (email) advertising is subject to Youngevity Policies & Procedures and as such must be submitted and approved prior to transmission. All email advertising is subject to editing by Youngevity prior to approval to transmit.w) All email advertising must be in compliance with all prevailing local, state, and federal laws concerning unwanted, unsolicited email also known as spam. Spamming is illegal and will not be tolerated by Youngevity.x) It is strictly forbidden for any Distributor to represent him/herself or any products, product packages, or affiliations through direct or indirect inference through any website, advertisement, email, or any other means as other than is actually true and as outlined herein. Any represented affiliation with any person, persons, groups, or organization(s) that is against the wishes of, or unknown to said affiliate, will be viewed upon as fraudulent and in violation of Distributor's agreement.*Existing websites (sites that were constructed prior to, and that have been in continuous operation since October of 2002) using a form of Youngevity or Dr. Joel Wallach in their URL or domain name only (RE: provisions a and b of this section) are granted permission to continue to operate as long as all other policies are followed (sections c through x inclusively). The email addresses are still subject to the policy. Websites granted these permissions must contain a hyperlink to the www.Youngevity.com corporate website on the front, index, or main "page" and should be labeled as "The Youngevity Corporate

Website may be found here.” The Company’s network of Independent Distributors can therefore protect each Distributor’s individual business image, as well as the Company’s overall image.K.

AMENDMENTS

K 1 The Company shall have the right to amend rules, the Policies & Procedures, and the Compensation Plan and bonus structure under the following conditions:1. Changes in the business environment: Changes which are detrimental to the Company’s or Distributor’s financial health or changes which require new policies due to new markets or strategies. For example, the evolution and popularity of eBay as an online storefront used by Distributors may require new policies and procedures for this new marketing strategy. In the absence of specific language, the Company will use its sole discretion to determine whether or not any “new” or “unique” marketing method is in violation of the spirit of these Policies and Procedures. Should any Distributor be seen as violating the spirit of these Policies and Procedures, said Distributor will be deemed as in violation of same, whether or not specific language yet exists to address the circumstances. If deemed necessary to amend these Policies and Procedures, the Company will do so in a timely basis once the need is recognized, however, the lack of such language will not preclude the Company from acting upon violation of same.2. Operational: Unanticipated operational expenses or to streamline procedures at the request of Distributors.3. Unsustainable Compensation Plan.a) May be altered only if management discovers that the percentage of payout is detrimental to the long-term sustainability, profitability, or longevity of the Company than initially anticipated.b) If the Company transitions to direct/retail sales, the Company will continue to pay Distributors on their current group volume up to that point under the same guidelines and terms of compensation.c) To enhance the compensation payout to the benefit of the majority of Distributors.4. Legal Reasons: The Policies & Procedures may be modified due to new or modified federal, state, or local laws or legal action. All such modifications need to be commensurate with the specific need that has arisen, and no disguised, extraneous alterations may be inserted at this time to the detriment of the Distributors, creating additional breakage for the Company. In such instances, the Company is obligated to give notice and state such modifications to the Policies & Procedures in a companywide communication. When essential modifications are made, there will be no retroactive effect of said changes.K 2 Changes and amendments to these rules will go into effect immediately upon publication in an official Company bulletin, newsletter, magazine, or Company website. Amendments so announced will be binding on all Distributors.K 3 The Company shall have the right to change pricing for products and sales materials at any time without consultation and for any reason the Company deems necessary.L.

GENERAL BUSINESS ETHICS

By application to the Company, each Distributor agrees to conduct his/her business according to the following General Business Ethics. This code ensures high standards of integrity and professionalism throughout the Company's network of independent Distributors and protects each Distributor's individual business image, as well as the Company's overall image. I promise and agree to conduct my business according to the following principles: L1 I will use the Golden Rule "treating others as I wish to be treated..." as the primary measuring stick in conducting all business. L2 I will be honest in all business dealings. L3 I will give the highest quality of service by treating customers fairly and showing courtesy and helpfulness in explaining the Company products. L4 I will represent the Company's Compensation Plan completely and without exaggeration to all potential Distributors. L5 I will fulfill all obligations stated herein with regards to Enrollment and Placement of other Distributors including training, motivation, and support. L6 I will work in harmony with all of the Company's Distributors to help further the success of the overall Company programs and the success of all Distributors recognizing that this supports my own business. L7 I will conduct my business professionally, keeping commitments I have made to others and portraying a positive image to all contacts. L8 I will always remember that success is the result of honest effort. I will work for personal success as well as encourage others to reap the rewards of diligent effort. L9 I will endeavor to observe the spirit as well as the letter in all of the Company's rules and policies, knowing they are for my benefit and the benefit of all Distributors. L10 I will make no claim for any Company product that is not contained in official Company literature, nor will I misrepresent the income potential of the Compensation Plan. M.

PRODUCT RETURN POLICY

Distributors, Preferred, and Retail Customers of Youngevity that need to return product for any reason, will be required to follow the procedures as outlined in this policy. Anyone failing to follow the procedures as described will not be entitled to a refund from Youngevity. Please read the following policy carefully. M1 In accordance with previously stated policy, no refunds are given or offered after thirty (30) days from the date product is received by the customer. M2 All requests for an RMA (Returned Merchandise Authorization) must be received by telephone to Youngevity. Request for an RMA via facsimile or letter will not receive a response from Youngevity. M3 Food is not returnable. All items returned for credit or refund must be disclosed at the time an RMA is issued. Any items returned to Youngevity that were not disclosed at the time the RMA was issued are not eligible for a credit or refund. M4 Only one RMA will be issued per invoice. M5 At the time a RMA is requested, a RMA number will be issued. The customer will be required to write the RMA number in black on the outside of the packaging material used to return product. It is advised that the customer retain the RMA number issued for their records. M6 At the time a RMA is requested a "Product Due Date" will be issued. The Product Due Date will be approximately ten business days from the date an RMA is initiated. Youngevity must receive the product on or before the issued Product Due Date to be eligible for any credit or refund issued. It is the responsibility of the customer to ensure that products are returned on or before the Product Due Date. Youngevity is not responsible for delays in the delivery of

product returned caused by the United States Postal Service, or any other courier service, public or private. If after receipt of an RMA it is determined that product was received after the Product Due Date, a credit will not be issued.M 7 It is advised that when product is returned to Youngevity, the customer use a carrier that will provide proof of delivery to the customer. Youngevity is not liable for packages lost in transit or not received.M 8 Perishable (chocolate) shipments must abide by the following requirements in addition to all other policies as stated in Section M.a) Must be returned in original packagingb) Must be shipped overnight by UPS or Fed Exc) Return must be accompanied with RMA (Returned Merchandise Authorization.)M 9 Packages sent to Youngevity without an RMA clearly visible on the outside of the package will be refused by Youngevity. It is advised that the customer use a thick black marker when writing the RMA number on the outside of the package. Ball point pen can be removed during the shipping process. Youngevity is not responsible for any RMA numbers removed during the delivery of product caused by the United States Postal Service, or any other courier service public or private. Any package refused by Youngevity will not be eligible for return or refund.M 10 Instances of packages received without an RMA number that have been received by Youngevity from the United States Postal Service without a return receipt required will be held by Youngevity unopened for ten days after which they will be destroyed and disposed of. Any customer wanting their merchandise back must arrange to have said merchandise picked up by the carrier of their choice. Youngevity is not responsible for incorrect pickups in these instances.M 11 All returned merchandise is subject to an 8% restocking fee.M 12 Youngevity will not accept packages sent to Youngevity “Postage Due” or “Freight Collect.”M 13 After Youngevity receives returned merchandise, a credit will be issued within 7-14 business days.M 14 Credits will be issued for product amount only (minus 8% restocking fee). Credits will not be issued for shipping and handling.HOW TO REACH USFOR ORDERS & SIGN-UP: (800) 982-3197 toll freeCUSTOMER SERVICE: (800) 982-3189 toll free24-HOUR FAX LINE FOR ORDERS & SIGN-UP: (619) 934-3205OUTSIDE USA: (619) 934-3980WEBSITES: www.Youngevity.com or www.90forLIFE.comEMAIL: support@youngevity.comADDRESS: 2400 Boswell RoadChula Vista, CA 91914

YoungeviShop.com wholesale buyers – Wholesale buyers agree to provide/update their social security number inside their back office or by calling Youngevity customer service within 30 days.