

Policies and Procedures

General Policy Statement

Allegre, a Network Marketing company fosters enrollments of Representatives, also known as IR's. Upon acceptance, the Representative is authorized to promote and sell the entire line of Allegre products, mainly Anti-Aging, Nutritional, Personal Care and the Introduction to Travel Training Program (ITTP)

Allegre is under contract with America's Travel Companies, Inc. (ATC), a full service tour and travel company. In compliance with, and by virtue of the terms of said contract, Allegre is the marketing agent for the Independent Travel Agent Tutorial Program (ITTP). Although an Allegre Representative enrolls an Independent Travel Agent, upon acceptance by Allegre and America's Travel Companies, the ITA henceforth works directly with ATC as a contracted Independent Travel Agent.

As is more specifically set forth in the Policies and Procedures, no commission or other remuneration shall be paid for sponsoring a Representative. Commissions, and any other compensation, to any Independent Representative are based strictly on sale of Allegre products.

Each Independent Representative is responsible for responding to all inquiries from their downline. If the Independent Representative is unable to respond to the inquiry, he/she shall refer the question to his or her upline Independent Representative. If the upline Independent Representative is unable to respond to the inquiry, then the upline Independent Representative in that generation may contact Allegre's corporate office to answer the inquiry. To avoid a communication breakdown, it is important that you follow this chain of communication.

The Representative, also referred to as Independent Representative, is authorized to market any of the Allegre products and agrees to comply with the Allegre Policies and Procedures, the Compensation Plan, the Code of Ethics, all contractual obligations and applicable state and federal laws. Allegre will not tolerate unethical Representative activity and maintains the right to intercede in the event such behavior is discovered or reported. Allegre reserves the right to use its judgment and discretion in determining whether certain Representative activities are deemed unethical. Any breach of these Policies and Procedures, or any action that is detrimental to the reputation of the Representative or Allegre, may be considered an unethical practice and may be grounds for disciplinary action.

Talent Release

A Representative hereby consents to Allegre's use of the Representative's image (including the Representative's name, photograph, likeness, testimonials, biography, interviews, recordings, film footage, video and audio tapes) when created in connection with Allegre events, conventions and

promotions to publicize, advertise and promote Allegre products or opportunities. A Representative may withdraw their consent by notifying Allegre in writing.

General Policies and Procedures

Independent Representative

- **TITLE.** The title of Independent Representative is used throughout Allegre materials, but is interchangeable with the designations of Associate, Independent Representative and Representative.
- **APPLICATION REQUIREMENTS.** In order to become an Independent Representative the applicant must be the age of majority in the state in which he/she resides. To become a Independent Representative an applicant must complete an official Allegre Independent Representative Application and, optionally, the Preferred Customer Agreement and Back-up Form on which his/her social security number or Federal Tax ID Number is recorded. That Independent Representative Application and the Preferred Customer Agreement and Back-up Form must be accepted by Allegre at its office, either by mail, facsimile or via the Internet, and notice of its acceptance received by the applicant. For a corporation registering as an Allegre Independent Representative the Federal Employer's Identification Number (FEIN) shall be included on its application. Allegre reserves the right to accept or reject anyone as an Independent Representative. Husband and wife may each have their own Independent Representative membership, however, under no circumstances may husband and wife be sponsored in different organizational lines. Either the husband or the wife must be the sponsor of the other. Any attempt at dual-line sponsoring will be terminated by Allegre.
- **PARTNERSHIP OR CORPORATION REQUIREMENTS.** A partnership or corporation may hold an Independent Representative position upon completion of the Independent Representative application form, and providing on that form in the appropriate space, a Federal tax ID number. However, an individual may not participate in more than one (1) Independent Representative membership of any kind. An Independent Representative may change status under the same sponsor from individual to partnership or corporation, or from partnership to corporation with proper and complete documentation. However, the requested change of status will not take effect until the first day of the following year. The person signing the application on behalf of a partnership or corporation must have the authority of the partnership or corporation for entering into the transaction. In addition, by signing for a partnership or corporation, you certify that no person with an interest of debt or equity in the business has had an interest in an Independent Representative membership in Allegre within six (6) months of the date of signature.

- **SPONSORSHIP.** If two Independent Representatives should claim to be the sponsors of the same new Independent Representative, Allegre shall acknowledge the first application received at corporate headquarters. As a general rule, it is good practice to regard the first Independent Representative who meaningfully worked with a prospective Independent Representative or Customer as having first claim to sponsorship. Basic tenets of common sense and consideration should govern. Cross-sponsorship and cross recruiting are strictly prohibited with the Allegre organization. In regard to any dispute, Allegre reserves the right to make the final decision.

- Each Independent Representative is an independent contractor whose success or failure depends on his or her own efforts. There is no agency or employment relationship for federal income tax or any other purpose between Allegre and any Independent Representative.

- Independent Representatives are solely responsible for determining their state and local sales and use laws and all other state and local laws, regulations and ordinances regarding the sale of Allegre products. Allegre shall have no responsibility for any action, or failure to act, on the part of any Independent Representative, or any obligation undertaken by any Independent Representative.

- Independent Representatives have no authority to bind Allegre to any obligation. Each Independent Representative shall hold Allegre harmless for any claims, damages or liabilities arising out of the Independent Representative's own business practice. Allegre will take aggressive action to insure that Independent Representatives who violate this policy will be terminated and reported to the proper authorities.

One Distributorship

Under no circumstances may an individual participate in more than one downline. A member of a partnership or corporation that is an Independent Representative may not be involved in another Allegre organization in any form. Allegre reserves the right to approve or disapprove an Independent Representatives change of business name and the formation of partnerships, corporations and trusts for tax and estate planning and limited liability purposes. If Allegre approves such a change, the organization's name and the name(s) of the principal(s) of the organization must appear on the Application and Agreement, along with a Social Security or Employer Identification Number.

Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. "Cross sponsoring" is defined as the enrollment of an individual or entity that already has Allegre Independent Representative Application Agreement on file with Allegre within a different line of sponsorship. The use of a spouse's or relative's name, trade name, d.b.a., assumed name, corporation, partnership, trust, Federal ID Number of fictitious ID number to circumvent this policy is strictly prohibited. An Independent

Representative shall not demean, discredit or defame other Allegre Independent Representatives in an attempt to entice another customer or Independent Representative or prospective Independent Representative to become part of his/her organization.

Responsibilities of an Independent Representative

Sell products provided by Allegre, including certain vocational training, nutritional, personal care, and anti-aging products.

Any Independent Representative who sponsors an Independent Representative must fulfill the obligation of performing a bona fide supervising, distributing and selling function in the sale or delivery of product to the ultimate consumer, and in the training of those sponsored. Independent Representatives must have ongoing contact, communication and management supervision with their sales organization. Examples of such supervision include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to Allegre training and sharing genealogical information with those sponsored. Independent Representatives should be able to provide evidence to Allegre of ongoing fulfillment of Independent Representative responsibilities.

Representations made by Independent Representatives

Each Independent Representative shall truthfully, factually and fairly describe the Allegre products and programs and their business relationship with Allegre in all discussions with customers, or potential Representatives. This obligation of fair and complete discussion shall include, without limitation, the following:

- It shall be made clear that Independent Representatives are independent contractors, fully responsible for their own business procedures and are not to be considered purchasers of a franchise or employees of Allegre. The agreement between Allegre and its Independent Representatives do not create an employer-employee relationship, agency, partnership or joint venture between Allegre and the Independent Representative. Independent Representatives must not represent themselves in any way, orally or in writing, as being an agent or employee of Allegre. The Independent Representative shall never misrepresent any material fact about Allegre products. The Independent Representative shall provide sponsored Independent Representative with a copy of these Policies and Procedures, the Compensation Plan and any pertinent supplemental terms and conditions prior to, or when giving such person an Application and Agreement form.
- It shall be made clear to the Independent Representative, and to any prospective Independent Representative, that the Allegre opportunity, or any compensation to be derived there from, is based on sales of Allegre products and that he/she will not be successful, nor be compensated in any manner, nor receive any thing of value merely by recruiting other Representatives.

- The Independent Representative shall not state that profits are guaranteed or certain for Independent Representatives. He/She shall make it clear that the Independent Representative can expect to be successful only through hard work and substantial efforts. No opportunity or income claims may be made to prospective Independent Representatives. All personal testimonials must be factual and based upon the personal experience of the Independent Representative. Income representations must not be stated, or even implied. All representations, whether written or verbal, in connection with promoting, or presenting this opportunity must comply fully with the applicable laws and regulations of the jurisdiction in which such representations are made. The Independent Representative shall not make claims for any Allegre products other than those provided by Allegre .

Proprietary Nature of Downline Reports

Allegre may from time to time supply data processing information and reports to Allegre Independent Representatives concerning their downline organizations. The information contained in Allegre reports including the names, addresses and/or phone numbers of Independent Representatives and customers, is deemed to be confidential and proprietary information of Allegre. Such information is only provided to the Independent Representative based on the Independent Representative's understanding that this information will be treated as confidential and proprietary information of Allegre. Independent Representatives shall not disclose this information to any other person, firm or entity for purposes other than the promotion of Allegre products, services and the opportunity offered by Allegre. No such information may be used in cross sponsoring or with the intent to entice Allegre members into other multi-level marketing or direct selling organizations. This provision shall survive the expiration or termination of this Agreement.

Conflict of Interests

- During the term of this agreement, and for a period of one year thereafter, Allegre Representatives are further prohibited from directly, or indirectly through a third party, soliciting an existing, or pending, Independent Representative or ATC ITA into a sales organization in which he/she is not currently a member
- Allegre Representatives may not solicit an Allegre Independent Representative or ATC ITAs, whether active or inactive, individual or an entity, to participate in a network marketing program offered by any other company, regardless of whether or not such network marketing company offers travel, nutritional, personal care or anti-aging products. Active participation, through promotion, endorsement or testimonials on a conference call of a competing entity constitutes a breach of this policy and constitutes grounds for termination.

Termination

Allegre reserves the right to terminate any Independent Representative at any time, or suspend said Independent Representative for a probationary period, when it is determined that the Independent Representative has violated the provisions of the Independent Representative Agreement, including the provisions of these Policies and Procedures as they now exist or may be amended, or the provisions of applicable laws and standards of fair dealing. Upon such termination, Allegre shall notify the Independent Representative by certified mail at the latest address listed with Allegre.

The terminated Independent Representative agrees to immediately cease representing him/herself as an Independent Representative of Allegre, and will not be allowed to ever return to the position of Allegre. Where applicable state law on termination of an Independent Representative is inconsistent with Allegre's policy, such state law termination procedures shall be in force.

If the Independent Representative wishes to appeal the termination, Allegre must receive the appeal, in writing, within fifteen (15) days from the date of mailing of Allegre's termination letter. If the appeal is not received within the 15-day period, the termination will be automatically deemed final. If the Independent Representative files a timely appeal of termination, Allegre will review and reconsider the termination, consider any other appropriate action and notify the Independent Representative of its decision. The decision of Allegre will be final and subject to no further review.

In the event that the termination is not rescinded, the termination will be effective as of the date of Allegre's original termination notice.

Actions of Household Members or Affiliated Individuals

If any member of an Independent Representative's immediate household engages in any activity which, if performed by the Independent Representative, would violate any provision of the Agreement, such activity will be deemed a violation by the Independent Representative and Allegre may take disciplinary action, pursuant to the Policies and Procedures, against the Independent Representative, up to and including termination. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively, "affiliated individual") violates the Distributor Agreement and/or Policies and Procedures, such action(s) will be deemed a violation by the entity, and Allegre may take disciplinary action against the entity.

Resignation

- An Independent Representative may resign and thereby has the right to terminate his or her Allegre Independent distributorship at any time, for any reason without penalty by giving seven (7) days written notice to Allegre at its principal place of business. The downline of such an Independent Representative shall automatically roll up to his or her sponsor. An Independent Representative who has resigned is eligible to reapply to be an

Independent Representative six (6) months or more after the date of his/her resignation. During this minimum six- (6) month period, the resigned Independent Representative is not permitted to actively or passively participate in building or developing an Allegre organization.

- An Independent Representative reapplying after resignation will not retain prior rights to bonuses, rank or position in any former line.

Death, Incapacity and Inheritance

Upon the death or incapacity of an Independent Representative, their right to commissions and marketing position, together with their Allegre Independent Representative organization, shall pass to their legal heir(s) upon written application and approval by Allegre. In order to protect Allegre from fraud, Allegre requires a certificate of death and certified copy of the will, trust or other device before giving effect to the transfer of the distributorship from the deceased Independent Representative to the named transferee. The successor Independent Representative shall be required to execute a new Allegre application and must fulfill all responsibilities of the Independent Representative.

Selling an Independent Distributorship

An Independent Representative may sell his or her Allegre business. In order to protect the integrity of Allegre, Allegre reserves the right to review the terms of the sale and approve or disapprove the sale based on this review, which shall include a review of the proposed purchaser's qualifications and commitment to manage and develop the business. There will be a nominal fee for this transfer process of three hundred dollars (\$300) per sales transaction. An existing Independent Representative purchasing another distributorship position will move to the newly acquired position individually, giving up his or her previous position and leaving the original downline intact. Positions in the network are saleable, however, titles are not. The acquiring Representative will maintain his or her prior rank when purchasing a new distributorship position. No partial sale of the distributorship is allowed in any circumstances.

Assignment and Delegation

No Independent Representative shall (by operation of law or otherwise) assign his or her rights or delegate his or her performance as an Independent Representative without the prior written consent of Allegre. Allegre may approve such delegation or assignment provided that the successor Independent Representative provides Allegre with reasonable assurance that he/she will be able to satisfactorily perform the Independent Representatives obligation to Allegre.

Transfer of Sponsorship

Transfers of Independent Agencies from one sponsor to another are **not** permitted. The only potential exception will be in the case of a sponsoring Independent Representative using unethical means to sponsor someone. Otherwise, the only way that an Independent Representative will be allowed to transfer sponsorship lines is by resigning and then waiting six (6) months prior to rejoining with a new sponsor. When this choice is made, the resigning Independent Representative does not retain any of his or her downline.

Networking

Networking with other Independent Representatives can result in many benefits, such as:

- The costs of training, meetings and advertising being divided among them;
- Larger and more productive meetings can be arranged, resulting in additional enthusiasm, excitement and success; and
- The creation of reciprocity among Independent Representatives.

Exclusive Rules

- These Policies and Procedures, the Preferred Customer Application and Agreement, and the Back-up Order Form Agreement and the instruments and documents referred to herein constitute the entire understanding of the parties with respect to the entire working relationship between Independent Representatives and Allegre. The Policies and Procedures, the Preferred Customer Application and Agreement, and the Back-up Order Form Agreement may be amended only by an instrument in writing signed by an authorized officer of Allegre. Should any inconsistencies arise, the terms and conditions of the Policies and Procedures, the Preferred Customer Application and Agreement, and the Back-up Order Form Agreement shall be controlling.
- Allegre expressly reserves the right to alter and amend any prices, policies, procedures, product availability or formulation and the Marketing and Compensation Plan. Such amendments are automatically incorporated as part of the Agreement between Allegre and the Independent Representative when published in official company literature.

Limited Warranty and Disclaimer of Warranties

- Allegre warrants the quality of all of their products. Allegre shall not be liable for any special, incidental or consequential damages arising directly or indirectly from the sale of any defective Allegre product and shall not be responsible to compensate or indemnify any buyer for any claim, demand, loss or expense resulting from an alleged breach of

warranty obligation. Allegre shall accept the return of defective products and exchange the product. Each buyer shall waive any claim for breach of warranty upon their failure to send to Allegre a full written statement of all defects constituting a claimed breach of warranty.

- With respect to travel and related products and services, the customer shall be bound by the provider's guarantee policies. With respect to any other products, Allegre shall provide the Independent Representative with the guarantee details.

Infringement

Allegre disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright or the like, by the Independent Representative's operations and the Independent Representative shall have no claim in this connection. The Independent Representative shall immediately notify Allegre as soon as he/she learns of any claim or suit relating to any of the matters discussed in this paragraph.

Excuse for Non-Performance

Neither Allegre nor any Independent Representative shall be responsible for delays and failures in performance hereunder where performance is made commercially impracticable due to circumstances beyond either party's reasonable control, including, without limitation, strikes, labor difficulties, riot, war, fire, delay or curtailment of the party's usual source of supply or governmental decrees or orders.

Sales Tax

All sales taxes are based on suggested retail prices. Allegre's products and sales aids (if applicable) may be subject to the various sales taxes levied by the agencies of local, county and state governments in which the individual Independent Representative does business. The Independent Representative is responsible for his or her own sales tax payments to the proper jurisdiction.

Income Taxes

Because Independent Representatives are independent contractors, Allegre does not deduct any personal taxes from commission or bonus checks. At the end of each calendar year, as required by law, Allegre will provide a Form 1099 to the Independent Representatives who have earned over six hundred dollars (\$600), and to the Internal Revenue Service.

Inventory Requirements

There are no inventory requirements to become an Allegre Independent Representative.

Inventory Loading

Allegre's program is built upon retail sales to the consumer. Independent Representatives are prohibited from purchasing products solely for the purpose of qualifying for commissions, bonuses or advancement under the Compensation Plan.

Seventy Percent (70%) Rule

Allegre will strictly adhere to the policy that prior to honoring an order for product by an Independent Representative, the Independent Representative must certify that he/she has sold at retail at least 70% of all prior inventory purchased. An Independent Representative will be allowed by Allegre to purchase a reasonable amount of product for personal use and enjoyment as well as to be used as sales samples. Such reasonable amount of product will not exceed \$1,000.00 without proof that the Independent Representative has sold 70% of his/her present inventory. Allegre will monitor compliance with this rule, and any fraudulent information supplied by the Independent Representative will be grounds for termination of the distributorship of the violating party. For this reason, it is important that the Independent Representative keep accurate sales records.

Pay Period

Both the Bonus and Commission Pay Periods are based upon the calendar month. Business "eligibility" will include all business received at the corporate office during any given calendar month. All business must be postmarked on, or before, the last day of the month to be considered current month's business.

Payment of Commissions and Bonuses

- All commissions and bonuses are mailed on or about the fifteenth (15th) day following the "business" month. Independent Representatives should always review their monthly printout report immediately and report any discrepancies within ten (10) days. All such inquiries must be mailed or faxed to the corporate office.
- In order to receive leadership bonuses, an Independent Representative must maintain the minimum Personal Business Volume (PBV) requirements of qualifications during a calendar month. (*See Marketing and Compensation Plan for all qualification requirements*). Monthly qualifications must be the result of bona fide sales. Misrepresentations or fictitious sales will not be tolerated and are grounds for immediate termination.

- Independent Representatives should notify Allegre immediately of any errors, omissions or questions about their monthly commission statements. Allegre will correct any errors reported within 14 days of receipt of such statements by Independent Representatives, but Allegre will not be responsible for any errors, omissions or problems not reported within 14 days.

Annual Renewal Fee

- Thirty days prior to the annual anniversary date of the execution of Allegre Independent Representative Application and Agreement, Independent Representatives must pay an annual renewal fee. If you have enrolled as a Preferred Customer, you authorize Allegre to charge your account a total of \$15.00 on an annual basis for the purpose of automatically renewing your customer agreement. This \$15.00 renewal fee also covers the annual renewal of your Independent Representative Agreement. Should the Independent Representative also be an Independent Travel Agent current on the PBP program, the IR, PC, ITA and Co-Applicant renewal fees are included at no extra cost.

All travel-related products will be priced for the consumer. All other products will be at prices listed by Allegre. Products may be purchased at the published pricing schedule, which may change from time to time without advance notice.

Personal Websites and Esuites

Allegre has contracted for individual web sites for both ITAs and IRs. These powerful business-building sites are tailored for each individual and can generate significant on-line business volume for both ITAs and IRs. Each site contains a back office function (E-Suites) in which all individual and organizational business can be monitored in real time. It also facilitates organizational communication and provides for on-line enrollments and ordering capability. These individual sites are key to building a successful travel and/or networking business and therefore are a requirement for "active" status. Since Allegre subsidizes the cost of the individual sites, the cost to the ITA and/or Independent Representative is minimal.

Product Exchange

With respect to the exchange of Allegre products, an Independent Representative must place the exchange order at the same time for equal or greater Business Volume (BV) value and return products, freight prepaid, in re-salable condition, with current labels. Such exchange requests must be made within thirty (30) days of the original order. A ten percent (10%) restocking fee will be assessed. In the event commissions or bonuses have already been paid on Allegre products that are subsequently changed, modified or canceled, such commissions or bonuses shall be charged back to the appropriate Independent Representative.

Allegre shall provide each Independent Representative with detailed forms setting forth the specific methods of ordering, paying for and shipping of Allegre products.

Independent Representative Refunds

The Independent Representative Application and Agreement may be rescinded by the respective applicant within three days (72 hours) without penalty.

- Independent Representatives may terminate their Allegre Agreements at any time for any reason upon written notice. Allegre may terminate their Agreement with the Independent Representative for any violation of conduct as set forth in these Policies and Procedures. Upon termination, the Independent Representative is entirely responsible for coordinating the return of purchased products. The return of these products must be coordinated with the Allegre Corporate Headquarters and have its prior approval.
- Independent Representatives are responsible for all postage, handling and shipping charges for products returned. Upon receipt of products returned to Allegre's Corporate Headquarters, and inspection to determine that they are in salable condition, Allegre's refund policy is as follows:
 - An Independent Representative may return products, literature and sales aids in reusable condition at any time within thirty (30) days of enrollment and receive a full refund. It is the general policy of Allegre that refunds shall be one hundred percent (100%) for thirty (30) days from date of purchase, less any commissions paid (upline) or commissions actually received by the Independent Representative during the refund period, so long as this policy does not violate any laws, rules or regulations applicable to the jurisdiction in which the sales transaction occurs.
 - After a period of thirty days from the date of purchase, no refund will be provided.
 - Notwithstanding any of the foregoing provisions regarding refunds, in the event the jurisdictional or applicable law requires a refund policy different from, or contrary to, that as set forth above, such applicable law will be followed and these Policies and Procedures and the Order Forms will be amended to acknowledge such jurisdictional refund law.

Back Orders

If Allegre is temporarily out of stock on ordered product, the Independent Representative will receive a Back Order notice with the shipment. Back orders are filled first as new inventory arrives.

Independent Representatives shall not re-label or re-package any of the Allegre products.

Name and Address Changes

- Independent Representatives are requested to notify Allegre of address changes in writing.
- IRs may request name changes by submitting supporting documents or a notarized statement to the Allegre Corporate Headquarters.

Training Requirements

Independent Representatives who sponsor new Independent Representatives must insure that the new Independent Representatives are trained with respect to these Policies and Procedures, the Compensation Plan, the product line, sound business practices and sales strategies. Specifically, a sponsor's training responsibilities include contact with the Independent Representatives via video and audio tapes, newsletters, correspondence, personal meetings, telephone, voice mail, electronic mail, training sessions and accompanying individuals to Allegre training. The sponsoring Independent Representative shall keep a permanent record of these contacts.

Advertising, Promotion and Use

- Allegre encourages each Independent Representative to promote their business within Allegre's written guidelines to guarantee ethical marketing practices and maintain integrity. Independent Representatives may not use Allegre's name or logo without prior written permission. Any advertisement which utilizes Allegre's name, logo or trademarks must state that the individual placing the ad is an "Independent Representative"
- The use of names of company officials, executives or others who endorse Allegre or their products is strictly prohibited in any advertising or promotional format or medium, except in advertisements or promotional materials approved in writing or supplied by Allegre.
- Only at the Director level may an Independent Representatives list themselves in both the white and yellow pages under the heading "Allegre Corporation Independent Representative". The only information that may follow is the Independent Representatives name, address, telephone, and fax numbers. *Yellow Pages* display ads must conform to all Allegre advertising regulations and the words "Allegre Corporation", logos or trademarks may not be used in any way. *Yellow Pages* categorical listings are permissible only under accurate headings. An Independent Representative who

terminates their relationship with Allegre must discontinue the listed number immediately.

Reproduction

Reproduction of Allegre's literature and materials (including but not limited to printed materials, sales aids, videotapes and audio tapes) is strictly forbidden.

Media Inquiries

Under no circumstances is an Independent Representative or other person authorized to speak to the media on behalf of Allegre, nor are any Independent Representatives authorized to give personal appearances, testimonials or product information to the media, except as authorized by Allegre in writing. Any inquiries by the media are to be referred immediately to the Allegre Corporate Headquarters. This policy will assure an accurate and consistent public image.

Recordings

Independent Representatives may not produce for sale any recorded Allegre events or speeches without express prior written permission from Allegre; nor may Independent Representatives reproduce for sale or personal use any recording of Allegre produced audio or videotape presentations.

Selecting a Business Name

Independent Representatives may select business names. The business name should not imply that they are an employee or agent of Allegre, but must state that they are an Independent Representative. For example:

Permissible:

- Mary Williams, Allegre Corporation Independent Rep.

Not Permissible:

- West Coast Allegre Corporation
- Jane Doe, Allegre Corporation Somewhere, USA

Public Relations

Independent Representatives are prohibited from employing unpaid media forms of public relations. These include but are not limited to news releases, articles and talk show appearances using Allegre or their trademarks.

Telephone Answering

Independent Representatives may not answer the telephone saying "Allegre" or in any other manner that would lead the caller to believe that they have reached the corporate offices of Allegre.

Direct Mail

An Independent Representative may mail only materials that have been created or approved by Allegre.

Fair and Trade Shows

Independent Representatives may promote Allegre products at fair and trade shows. All booths must be in accordance with the advertising policies of and be approved in writing by Allegre.

Indemnification

Independent Representatives shall indemnify and hold harmless the Allegre Corporation against any claims, demands, liabilities or loss, cost or expense, including but not limited to attorney fees arising or alleged to arise out of an Independent Representatives operation. Being an Independent Representatives does not imply authority to act on behalf of or to bind Allegre contractually. Allegre encourage Independent Representatives to set up their own hours and to determine their own methods of sale, so long as they comply with the Policies and Procedures.

Assignment

Nothing herein shall prevent Allegre from assigning the rights and obligations of terminated Independent Representatives to any person, firm, or corporation.

Waiver

The company never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically

expressed and implied, unless an officer of Allegre who is authorized to bind Allegre in contracts or agreements specifies in writing that Allegre waives any of these provisions.

Governing Laws

These rules are reasonably related to the laws of the State of Nevada and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall lie with the place of acceptance of the Independent Representative application, which shall in all cases be the County of Clark.

Invalidity of Any Paragraph

Should any portion of these policies and procedures, of the Distributors Application and Agreement, or any other instruments referred to herein or issued by Allegre be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.

Dispute Resolution

If any dispute or claim arises out of or relates to the Agreement or the breach or termination thereof which cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other applicable dispute resolution procedure.

The obligation to mediate shall not apply to any claim by either party seeking interim relief, including without limitation, requests for temporary restraining orders, preliminary injunctions, or any other orders which a court may issue when deemed necessary in its discretion to preserve the status quo or to prevent irreparable injury, including the claim of either party for equitable relief to preserve the status quo pending the completion of a mediation proceeding. The party awarded interim or injunctive relief shall not be required to post bond.

All claims or disputes arising out of or relating to the Agreement or the breach or termination thereof, which are not resolved by negotiation shall be brought in the State Court in the County in which Allegre's principal executive office is then located, unless the subject matter of the dispute arises exclusively under federal law, in which event the dispute shall be submitted to the United States District Court located in or closest to said County. The Parties hereby submit to the jurisdiction of the courts mutually selected by them pursuant to this paragraph. To the fullest extent that it may effectively do so under applicable law, (1) the parties waive the defense of an inconvenient forum to the maintenance of an action in the courts identified in this paragraph and (2) agree not to commence any action of any kind against the other or other's officers, directors, employees, agents or property arising out of or relating to the Agreement, except in the courts identified above.

Sanctions and Enforcement Action

Sanctions will not be employed lightly, nor will Allegre be arbitrary or unfair in their use. It is important to remember, however, that an Independent Representative who violates these policies and procedures jeopardizes the integrity and standing of all Distributors.

The company reserves the right to revoke the status of Distributors or place violators on probation for a period, which may delay their eligibility for advancement in the marketing plan. It is for the benefit of everyone that every Independent Representative abides by the letter and spirit of these policies and procedures.

Notice to Allegre

Any notice to Allegre should be sent to the corporate office at 5204 S. Procyon Ave., Las Vegas, NV 89118.

Refunds on Resale of Products by Independent Representatives

Any Independent Representative who resells product to the ultimate consumer is responsible for paying out any refunds based on returns. The Independent Representative is expected to conduct their business in a manner consistent with Allegre Policies and Procedures, including strict adherence to Allegre refund policy. Any violation of this policy will be immediate grounds for suspension or termination of distributorship rights.