



Ceres Living, Inc.

Ceres Living, Inc. ("Company") is a wholly-owned subsidiary of Promethean Corporation. We are a direct sales company dedicated to providing cutting edge products distributed through your home-based business. We pride ourselves on our integrity in dealing with our distributors and customers and promise to continue to do so. We do not require a sign-up fee nor do we require a purchase of a "distributor kit." We do provide a generous compensation plan based on the sale and distribution of our products to end-users. We do not require nor do we tolerate "inventory loading" and our products are available in increments as low as a single unit. All distributors, by doing business with Ceres Living, Inc. and buying and selling any of our products, must agree to conduct themselves with the utmost honesty and integrity in the promotion of their independent Ceres Living Distributorship. This includes abiding by the terms and conditions of the Distributorship Agreement as well as the Policies and Procedures listed below and as they may be amended from time to time.

Becoming an Independent Ceres Living Distributor

There is no fee to become an independent Ceres Living Distributor. You must be a minimum of 18 years of age or the legal age of majority in the state you reside, whichever is higher, and you must be legally capable of entering into a contract. You must be legally entitled to earn income in the United States or in the appropriate country you intend to do business in as we expand internationally. You must submit a valid, complete and accurate Distributorship Agreement, whether online or in paper form, to the company, and that application must be accepted by the company, at our sole discretion. You may not have a financial interest in more than one distributorship. A husband and wife are only permitted to have one distributorship between them. A validly formed business entity may become a distributor, provided it can submit valid documentation as may be requested by the Company. An individual may not participate in multiple distributorships through the use of business entities. No "ghost" distributorships (false distributorships set up to maintain a position in the genealogy) are permitted.

Remaining an Independent Ceres Living Distributor

In order to remain an Independent Ceres Living Distributor in good standing, you must abide by all terms and conditions, policies and procedures, rules, regulations, requirements and/or qualifications that exist now or as may be modified from time to time. This includes complying with the renewal policy as may exist at the end of your

applicable distributorship term. The initial distributorship term will be for a period of one year. You must only conduct Ceres Living business in jurisdictions where we are open for business. Further, you must comply with any laws, codes, rules, regulations and/or statutes that may be in effect in any jurisdiction you reside in or do business in. Your conduct or the conduct of anyone acting for or on your behalf, may not discredit or bring any harm to Ceres Living, Inc., its parent company, Promethean Corporation, or any associated entity. Under no circumstances may any Ceres Living distributor bad-mouth, disparage or discredit the Company, its parent, its products and services, any associated entities, any employees or independent distributors.

Our Communication to the Field

As a Ceres Living Distributor, you consent to our sending you information and/or announcements that may be of a business or commercial nature. We may communicate with you via e-mail, United States Postal Service, fax transmission, telephone or other appropriate method.

Independent Contractor Status

All Ceres Living Distributors, regardless of rank or level within the compensation plan, are independent contractors. There are no franchises, exclusive territories, exclusive distributorships, partnerships, joint ventures or strategic alliances created between any Ceres Living Distributor and the Company. All distributors will have an equal opportunity to build their independent business, based on work ethic, hours put in to promoting your business, dedication to building your business, etc. Each independent distributor shall be responsible for paying any and all local, state or federal taxes or fees, including, but not limited to, income, social security, and self-employment taxes. Ceres Living Distributors are not entitled to employee benefits from Ceres Living, including, but not limited to, unemployment benefits, worker's compensation or minimum wage. All Ceres Living Distributors are responsible for their own fees, costs, expenses, supplies, tools or whatever is required, used or needed in building and promoting their business. No distributor may bind Ceres Living, Inc. or any associated entity into any contract or agreement, nor may any distributor imply that they are acting on behalf of the corporate entity. Further, no distributor may contact any media, seek out media coverage or appear on or in any media for or on behalf of Ceres Living, Inc. unless requested by us or approved by us in writing. All distributors must properly identify themselves as independent contractors when conducting business. Any conduct or behavior that in any way implies a corporate relationship or is confusing or misleading as to a distributor's independent contractor status is prohibited.

Enrollment

All new Ceres Living Distributors must be referred or enrolled by an existing Ceres Living Distributor and that personal enrollment must be noted on the distributorship agreement, whether submitted online or in paper form. It is each distributor's responsibility to ensure that they indicate the proper enroller when signing up and to ensure that new distributors that they sign up indicate the proper enroller. We pride ourselves on our integrity and the integrity of our compensation plan. In the event of a dispute over who is the enroller of a new distributor, Ceres Living will make its reasonable and best effort to determine who the actual enroller should be, based on facts gathered. The final decision as to personal enrollment shall be at the sole discretion of Ceres Living, Inc.

Placement

As you enroll distributors, you may place them in a specific spot within your downline organization or have the computer auto-place them. If you need to request a change in placement, you must do so within 3 business days and there must be a valid reason. Change of placement shall be granted only at the exclusive and sole discretion of the Company and will be subject to a \$25.00 processing fee. The final decision as to placement shall be at the sole discretion of Ceres Living, Inc.

Change of Enroller

The Company will only allow changes of enrollers for extenuating circumstances. The Company, in its sole discretion will determine if any change of enroller will be approved, provided any other distributor in the enrollment tree, who may be negatively impacted, has approved the change. In the event of a change of enroller, the new enroller will be subject to a \$25.00 processing fee.

Sale/Transfer

No Ceres Living Distributorship, at any rank or level within the compensation plan, may be sold or transferred without the exclusive written consent of the company. You must submit paperwork per our transfer procedure (available by contacting us) and we will determine, in our exclusive and sole discretion, whether such sale or transfer is in the best interests of the Company and the parties involved. Any approved sale or transfer is subject to a \$250 processing fee. We will allow transfers as a result of the death of a distributor, subject to the probate and estate laws affecting that bequeathing or transfer.

Ordering and Payment

Orders may be placed via our website (24 hours a day/7 days a week) or by calling the corporate office during regular working hours. Orders must be placed with valid

payment before the cut-off for the given period of qualification. All orders will include shipping and handling charges. Orders will be considered placed once all valid order and payment information requested is received and processed. Orders will ship within 2 business days. Orders requiring reprocessing due to invalid payment or returned check will be subject to a \$25.00 processing fee.

Will Call

Distributors in the Southern California region will have the option of picking up their order at our Distribution Center in Chatsworth, California. We will be adding other regional Distribution Centers in the near future. Distributors outside the Southern California area may make arrangements for Will Call orders by calling the corporate office. Will Call orders will be charged a handling fee but will not be charged for shipping. Distributors agree that any order that has not been picked up within 7 days after placement will be shipped at the distributor's expense. We reserve the right to either charge the credit card on file or debit that distributor's commission account.

70% Rule

Ceres Living does not require, nor do we tolerate, "inventory loading." You agree that you must personally sell, consume or use in the promotion of your business, at least 70% of any product previously ordered before placing a new order.

Chargebacks

We reserve the right to debit the earnings of any distributor to recover the amounts of any earnings, commissions, bonuses, prizes or compensation previously paid as a result of a product order or qualification that subsequently becomes invalid or cancelled due to any reason, including invalid payment, cancellation of order or fraudulent activity. Should earnings be insufficient to cover the amount of the debit, we reserve the right to carry the debit balance over to a subsequent pay period or request payment directly from the distributor prior to any additional activity.

Qualifications and Requirements

All distributors have an equal opportunity to build their business and move up within the compensation plan. It is each distributor's responsibility to qualify as appropriate under the Ceres Living Rewards Plan. All distributors will only be paid at the given compensation level that they legitimately qualify for in that pay period. All distributors must track their own downline activity and are responsible for meeting any applicable deadlines, requirements or qualifications within the compensation plan. Any disputes as to whether a qualification was obtained or a requirement met will be resolved reasonably by Ceres Living at its sole and exclusive discretion. All qualifications and

requirements of the compensation plan are published in the Ceres Living Rewards Plan document and are included and incorporated into these Policies and Procedures by reference.

Commission Checks

Commission checks or any distributor compensation checks will be mailed on the Friday following the end of each pay period, or the following business day if that Friday is a legal holiday. Checks will be mailed via United States Postal Service. As we introduce additional payment methods, such as direct deposit or debit cards, those funds will be made available on the Friday following the end of each pay period. The minimum check issued will be \$20. Amounts less than that will remain on account until the total due, net of any fees or debits, exceeds \$20.00. There is a \$2.00 check fee for all checks issued. Checks will be valid for 90 days following date of issue. After 90 days that check will be invalid and will not be re-issued. If a check is lost in transit, you must wait 10 business days before we can re-issue. We reserve the right to charge a \$25.00 check replacement fee depending on the reason a check was not received. It is all distributors' responsibility to maintain an accurate mailing address with the company.

Five Customer Rule

The Ceres Living Compensation Plan is based on sales of product to end users. There are no bonuses or commissions paid simply for the recruitment of new distributors. During each 4 week compensation period, all distributors participating in the Ceres Living Rewards Plan must have a minimum of 5 customers who purchase product but are not participating in the Rewards Plan. It is each distributor's responsibility to keep adequate records and to supply Ceres Living with documentation of sales to customers when requested. Failure to comply with this rule will result in suspension of any compensation under the Ceres Living Rewards Plan until you can document and prove your compliance.

Voluntary Termination

Any Ceres Living Distributor may voluntarily resign a distributorship at any time by written notice to the Company, including letter, fax or e-mail. Upon our receipt of the notice, that distributorship shall immediately be terminated and have no rights or privileges within Ceres Living. Any participation in the compensation plan or any contests, pools or promotions will immediately end and there shall be no further compensation issued or obligations to that distributor after that point regardless of when earned or accumulated. Such terminated distributor will still have an obligation to protect and not disclose any confidential or proprietary information as noted within these Policies and Procedures. Such terminated distributor will still have an obligation not to cross-recruit any other Ceres Living distributors into any other direct sales company,

network marketing company or affiliate program as stated in these Policies and Procedures. A previous distributor who voluntarily resigns may re-apply as a new distributor, starting from scratch, after 26 weeks of inactivity, provided they were otherwise in good standing.

Suspension and/or Termination

Ceres Living reserves the right to suspend and/or terminate any distributor for violating any terms or conditions of the distributorship agreement, any clauses within the Policies and Procedures, any unethical manipulation of the compensation plan or violation of any local, state or federal laws, statutes, codes or regulations. Depending on the severity of the alleged violation, Ceres Living will conduct an investigation and may give the distributor a reasonable opportunity to rectify the situation under the circumstances. However, in order to protect the Company, we reserve the right to immediately terminate for serious violations in our sole discretion. Failure to respond to any request by the company during an investigation will result in the company rendering an immediate and final determination. Suspended or terminated distributors may not represent themselves as Ceres Living Distributors and are not entitled to build their distributorship, sell or distribute any Ceres Living products or services, earn any income or benefits under the compensation plan or attend any Ceres Living meetings or functions, until and unless such suspension is lifted or termination is reversed. Ceres Living reserves the right to recoup or recover any income, commissions, prizes or benefits paid to the offending distributor during any period of time that violations occurred. Any distributor terminated for any violation may not, at any time, re-apply to become a Ceres Living distributor or a distributor for any associated entity. This also pertains to a terminated distributor's spouse or immediate family member living in the household.

Product Returns and Buyback

There is no money back guarantee on any Ceres Living product or service. However, should you receive product that is incorrect, incomplete or damaged, through no fault of your own, you will be entitled to product replacement. In the event that you are resigning your distributorship, you are entitled to have us buyback any unopened, re-stockable, good and re-sellable (i.e., current version/formula of product, current packaging, within shelf life, etc.) product that was purchased less than one year before the date of return. You may contact the corporate office to receive a Return Authorization Number which must be printed on each box that you return to the corporate office, freight prepaid. We are not responsible for boxes lost in transit. Once the eligible product is received at the corporate office, you will be entitled to receive 100% of the original sales price, less shipping, handling and a 10% restocking fee. We are also entitled to deduct any earnings, commissions, bonuses, awards, etc. that you

may have earned as a result of qualifications based on product returned. Should a distributor reside in a jurisdiction with a more stringent buyback law, we will adhere to that law. The buyback policy does not apply to distributors who fraudulently use product purchases to qualify for compensation nor does it apply to distributors who falsely certify that they are in compliance with the 70% Rule stated previously.

Confidentiality and Non-Disclosure

All Ceres Living Distributors must protect and properly utilize information provided by the Company, including, but not limited to, reports generated by our back office software, downline genealogy information, product information, sales literature, commission reports, etc. This information may only be used to promote your Ceres Living distributorship in full compliance and good standing. You may not, directly or indirectly, use for yourself or others or provide to any third party, any proprietary information, confidential information or trade secrets of Ceres Living, Promethean Corp. or any associated entity other than for the valid promotion of your Ceres Living distributorship. Should your distributorship be terminated, voluntarily or involuntarily, this provision will remain in force for a period of twenty five years. In the event of violation of this clause or any other, Ceres Living reserves the right to pursue all appropriate legal remedies, including injunctive relief and, should Ceres Living prevail, you agree to reimburse Ceres Living for all costs and reasonable attorneys' fees in connection with such legal action.

Medical/Health Claims

No claims of any type as to the possible medical, scientific or therapeutic benefits of any Ceres Living products, including, but not limited to AIO, may be made, unless specifically approved by Ceres Living or included in company-produced and provided literature or information. Ceres Living does not warrant or guarantee that our products provide any benefits other than those stated in official company literature. No misleading claims or misrepresentation of any product will be tolerated under any circumstances. No distributor may state or imply that any Ceres Living product, including, but not limited to AIO, is endorsed or approved by any entity, individual or government agency, unless specifically authorized by Ceres Living, Inc.

Income Claims

Ceres Living makes no guarantees, warranties or assurances that any distributor at any rank or level within the compensation plan will earn any specific amount of income or compensation. A distributor's income potential will depend on individual effort and other factors within that distributor's downline organization, including, training, information dissemination, time spent promoting, etc. No distributor may use a false, confusing or

misleading income claim, or a projection of income earnings to entice a new distributor to join.

Cross Recruiting or Cross Promotion

It is not permissible to present any Ceres Living products or services in conjunction with any other products or services of any other direct sales or network marketing company or affiliate program. Further, it is not permissible to discuss, present or solicit, directly or indirectly, any other products or services from any other direct sales or network marketing company or affiliate program to any current or future Ceres Living distributor or customer other than those personally-enrolled by you. Ceres Living, at its exclusive and sole discretion, may make the determination that even presentation of another product to your personally-enrolled distributors, is an implied disparagement of Ceres Living, such as presentation of another nutritional product.

Use of Trade Names, Trademarks or Copyrighted Material

No Ceres Living Distributor may utilize any trade names, trademarks or copyrighted material of Ceres Living, Inc., Promethean Corp., any subsidiary, parent or associated entity or any strategic partner, without the written consent of Ceres Living, Inc. You may only use company-provided literature or information that is designated for distribution in brochure form or on the website. This applies to written or oral communications, including, but not limited to telephone calls, fax transmissions, e-mail, internet, U.S, mail, letters, flyers, etc. Distributors may not create their own trade names, trademarks, websites or copyrighted material designed to look like, sound like or be similar in any way to Ceres Living trade names, trademarks or copyrighted material. Ceres Living will determine, in its sole and exclusive discretion, whether any distributor's trade names, trademarks or copyrighted material is in violation of this clause.

Computer, Fax or Telephone Solicitation

Under no circumstances, shall the name Ceres Living, the name of any associated entity, trade names, trademarks or any copyrighted material be used in conjunction with any automated systems to generate telephone calls, e-mails or fax transmissions. Any unsolicited telephone calls, fax transmissions or e-mails of any kind in violation of any regulation or law are not permitted. All distributors must comply with the Federal Telephone Customer Protection Act and/or State laws which may be more restrictive. It is each distributors' responsibility to be familiar with, abide by and comply with all applicable laws pertaining to commercial solicitation, whether specifically mentioned in these Policies and Procedures or not.

Indemnification

Each distributor agrees to indemnify and hold harmless Ceres Living, Inc., its parent and subsidiary companies, its employees, agents, officers and directors from and against any and all claims, demands, liabilities, losses, costs or expenses. This includes, but is not limited to court costs or attorneys fees asserted against or suffered or incurred by said distributor or any other distributor by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise: distributor's activities, distributor's breach of any terms of the distributorship agreement or distributor's violation or failure to comply with any applicable federal, state or local law, statute, code or regulation.

Exclusion of Damages

Ceres Living, Inc., its employees, officers, directors, affiliates, parent company, subsidiaries and associated entities shall not be liable to any Ceres Living Distributor for any indirect, consequential, special or punitive damages for any and all claims, demands or actions resulting or arising from the Distributorship Agreement, the function, operation or lack of function of any company equipment, website or software, delay of any shipment, or an act or omission of any Ceres Living related party, whether based in contract, tort, negligence, strict liability or any other cause of action.

Arbitration

Distributors agree to attempt to resolve any dispute under the distributorship agreement in an amicable and reasonable way directly with the Company. If a Distributor does feel additional actions are necessary, distributor agrees that any claim, dispute and/or legal action surrounding the terms and conditions of this Agreement shall be resolved solely and exclusively by arbitration under the rules and auspices of the American Arbitration Association. Any arbitration shall be held in the County of Los Angeles in the State of California and conducted by a single arbiter with knowledge of direct sales. This Agreement shall be governed by the laws of the State of California, excluding those relating to conflicts of law.