



Policies & Procedures

All Pages Revised Nov 1, 2005

Avena's - Opportunity

The Avena Originals Referral program has been carefully created to ensure that you have a comfortable place to begin your association with us and plenty of room to grow as your needs and desires increase. A program designed to give its members the opportunity to receive a GVR (Group Volume Rebate) that will assist each Member in obtaining their products with minimum to none out-of-pocket expenditures. This is truly an equal opportunity for all members. Avena awards the member who possesses caring and training skills and utilizes them to develop a strong Health Club Organization.

Health Club Membership Program

Avena makes its products available to consumers through the Group Referral Program whereby a Health Club Member may order directly from the Company. The convenience and personal service is greatly valued by our customers.

The Membership Program was established for those who are interested in Reclaiming their Health! For an annual fee, Health Club Members can purchase products at members price, order directly on our live order toll-free line, opportunity to receive our monthly newsletter, and if they choose, join our family of independent Health Club Members for an exciting referral opportunity.

Types of Memberships

Personal Membership

Designed for customers interested in only purchasing products for their own personal use and not planning on referring any friends, family or associates to Avena Originals.

Corporate Membership

For the Member who has Referred a few Friends and is excited about the benefits of the Group Volume Rebate Program and possibly achieving Free Health!

Professional Membership

For the Member who has Referred a few Friends and is excited about the benefits of the Group Volume Rebate Program and wishes to harness the Power of the Internet Includes 1 full year Subscription to Avena's Internet Back Office.

Health Club Members Program Benefits

All Avena's Health Club Memberships may participate in the following benefits:

1. To purchase products at Approx. 20% off Suggested Retail Price.
2. To receive Company's Information Guide.
3. Order directly from Avena's Head Office - Toll-Free
4. Entitles you to participate in Avena's Membership Referral Opportunity.
5. 30 Day – 100% Money Back Guarantee.
6. Safer – Cost Less to use - 100% Electrically Available Natural Supplements.

Receiving a GVR (Group Volume Rebate)

Every Member must qualify monthly to receive Group Volume Rebates from members referred into their organization.

When qualified as a Silver/Gold/Platinum or an Diamond Member, you receive a Group Volume Rebate every time Health Club Members in your organization purchase products from the Company.

Group Volume Rebates are received based on your qualification *the previous month*. You may advance to the next level and increase your share of the available Group Volume Rebate by personally purchasing higher volume and teaching your personally referred first level Members to do the same.

Levels of Qualification

Bronze Health Club Member –

As a Bronze Health Club Member you receive your members price discount as well as all the features available to health club owners, to qualify you must purchase any annual membership and spend less than \$29.95 the previous month. Remember as a Bronze Status Member you can not, receive any rebates from Avena Originals Group Volume Rebate program.

Silver Health Club Member -

As a Silver Health Club Member, enjoy the benefits listed previously as a Health Club Member plus you may now receive Group Volume Rebate every time members in your organization purchase Avena Originals Labeled products. To qualify, you must have personally purchased at least \$39.95 of Avena Originals labeled products the previous month. If you qualify you will receive 10% of the Available Rebate (AR) on the total purchased products of all your 1st, 2nd & 3rd level members the following month.

(You Do Not Qualify To Receive GVR Beyond The 3rd Level)

Gold Health Club Member -

As a Gold Health Club Member, enjoy all the benefits listed previously as a Silver Health Club Member plus you may now receive Group Volume Rebates every time Members in your organization purchase Avena Originals Labeled products. To qualify monthly, you must have a Personally Purchased not less than \$85.00 of Avena Originals Products the previous month. If you qualify you will receive 12% of the Available Rebates(AR) on the total Product Purchased within all your 1st, 2nd, 3rd level Members, You may also qualify to participate in the Company's Platinum Share Bonus Program of the remaining Minimum 10%, Group Volume Rebate and possibly participate in the Diamond Bonus Program *Note - Your personal purchase of \$39.95 or \$85.00 may include Avena's Trial Size products, however, no Available Rebates are paid on these items.

Platinum Health Club Member –

As a Platinum Health Club Member, enjoy all the Benefits listed previously as a Gold Health Club Member plus you may now participate in the Platinum Bonus Share Program as described in the next section.

To Qualify as Platinum you must have Personally Purchased not less than \$85.00 the previous month as well as have a minimum of two Members within your 1st level you have also purchased not less than \$85.00 the previous month.

Diamond Health Club Member –

As a Diamond Health Club Member, enjoy all the Benefits listed previously as a Platinum Health Club Member plus you may now participate in the Diamond Bonus Share Program as described in the next section.

To Qualify as Diamond Status you Must have purchased not less than \$85.00 the previous month & have Eleven (11) Members in your 1st level who have purchased not less than \$85.00 the previous month.

Platinum Bonus Program

You may increase your Group Volume Rebate (GVR) by qualifying for the Platinum Bonus Share Program. In order to Qualify as an Platinum Member you must first meet requirements for Gold Status as well as have two Members in your First Level who are also Qualified as Gold Members

Then from, and including, the 4th level, Avena looks down the lines to find up to a Maximum of Ten (10) Levels of Platinum Health Club Members. Each of these Platinum Health Club Member's shares are counted, based on the number of 1st Level Gold Health Club Members in each of their 1st Levels, then this number is divided into the remaining minimum of 12% Available Rebate. To determine the Share Value. This Share Value multiplied by the number of Gold Health Club Members you have in your 1st Level is distributed to your Health Club Membership account in the 'Bonus' column.

Your Qualifying status is determined on the last day of the each month, and entitles you to receive according to this status for the entire next month on the total purchases of all your Members in your organization in that month.

*Note – Because Avena pays 100% of all available rebates on each and every product purchased, any available rebate not paid within the 1st, 2nd & 3rd levels due to unqualified Health Club Members, is added to the Platinum Bonus Share program—thus increasing the value of each share to each Platinum Health Club Member.

*Note - You will share in all of the Purchases, including your Bronze, Silver, Gold, Platinum and Diamond Health Club Members' Sales, within Ten (10) levels of Platinum Health Club Members.

Diamond Bonus Program

Your Group Volume Rebate is Unlimited with Avena's Diamond Bonus Program.

As a Diamond Health Club, you will receive a **\$5.00 Bonus for each Gold Health Club Member to Infinity** above and beyond your **First group of Ten (10)**.

This Incentive Referral Bonus will be calculated at the month-end pay period, and included with the following month's GVR (Group Volume Rebate).

Available Rebates

Available Rebates is based on approximately 100% of Member's Product Purchase Price with the exception of a few USA manufactured products. Some Product Purchase Volume may not be 100% of Members Purchase Price to ensure a "No Product Price Increase" Policy.

Qualifying Orders For Membership Status

All qualifying orders must be paid and received in the Head Office, #20, 6200 – 67A Street, Red Deer, AB T4P 3E8, by 5:00pm of the last business day of the month.

Administration Fee on Mailed Purchase Volume Discount Checks

An Administration Fee of \$2.00 will be deducted from each GVR (Group Volume Rebate) Cheque that is printed and mailed. The \$2.00 Administration Fee is **not** deducted from GVR (Group Volume Rebates) that are applied as a credit to the Member's Purchase account. Cheques will not be printed for Members with less than \$12.00 of earned GVR (Group Volume Rebate; however, these GVR will remain in the Member's account, for payment to the Member or the Member's account, when it accumulates to more than \$12.00 at any given future pay period.

Purchasing an Membership

A Membership will not be accepted or valid until payment for the membership has been received by:

Avena Originals
#20, 6200 – 67A Street, Red Deer, AB
T4P 3E8

Membership in the Health Club Program is simple. Here is what you require:

1. A Candidate of Legal Age
2. Applicable Membership Fee for one-year (Plus GST).
(\$10.00) + GST = Membership Fee with Soft Cover B&W Guide
(\$25.00) + GST = Membership Fee with a Full Color Guide
(\$70.00) + GST = Membership Fee with Full Color Guide & Internet Back Office Subscription

And Follow these steps:

1. Ask the Candidate if they are interested in becoming a Avena Health Club Member
2. Explain the benefits
3. State the cost for annual membership as listed above.
4. Complete an Application for Membership or phone in info.
5. If you are signing up a new Health Club Member, place your name and ID number in the “Referred by” section if you are using a Membership Application Form or phone Avena with the information and payment method.
6. If not phoning in the information. Submit the Application along with method of payment to Avena Originals by mail, fax, email, or internet.
7. Upon processing by Avena Originals, an invoice for the Membership showing the new ID number, will be issued, along with the applicable information guide and price lists of available products

Membership - Renewals

When the Member renews, he/she remains in the same Health Club organization, and all that is required is the renewal fee on or before the Membership anniversary date as follows: -
Personal Membership - \$10.00 + GST (if applicable)
Corporate Membership - \$25.00 + GST (if applicable)
Professional Membership - \$70.00 + GST (if applicable)
Any time before a Member’s year of Membership concludes, he/she may renew Membership by phone using a credit card or submitting the annual fee to:

**Avena Originals at #20, 6200 – 67A Street,
Red Deer, AB T4P 3E8**

Avena Originals is **NOT** responsible for advising any of its Members of the expiration date of any Health Club Membership. Sole responsibility for renewal lies with the Owner of each and every Health Club Member. Until November 1, 2005, as a courtesy, Avena Originals will mail one membership renewal notice approximately 30 Days before the Member’s expiration date. Any Membership purchased after November 1, 2005 – Avena will Automatically renew Membership without notice unless Member has indicated in writing their desire NOT to have this program initiated.

What Does A Health Club Membership Include?

Your Chosen membership fee covers the cost of Membership plus Avena's Complete Information Guide with an Order Form, Price Lists, CDROM'S, and any other new informative materials chosen by the Management.

Application for Membership

Completion and acceptance of the Membership Application signifies the agreement of the individual to abide by all company rules, regulations, and policies currently in place or which will, from time to time, be added. Willful violation of these guidelines may result in termination of the Membership Agreement.

One Membership Per Legal Family

Only One Application for Membership per family, (through Legal Married Status) will be accepted. If husband & wife wish to sell products, they must do so as partners on the same application. Sons or Daughters of Legal age that are still members of the same family dwelling, that wish to operate their own Business with an Avena Membership will be considered for Membership. The following is the only exception to this rule.

Two Current Members Joined together through Marriage.

If any two Members already operating under individual Memberships become Husband & Wife through marriage, both Memberships are allowed to remain active and continue to be recognized as separate businesses created before marriage. This will be the only exception to the rule – One Membership per family as stated above.

NSF Cheques

All NSF cheques and bank drafts will be charged a \$20.00 Returned-Cheque Service Fee.

Licensing

All Health Club Members should be licensed in accordance with provincial and local municipal regulations. It is the responsibility of the Member to become aware of the licensing regulations that affect him/her. For general guidelines contact local city officials

Written Notice of Change

Avena Originals reserves the right to change any of the terms and conditions contained in the Application for Membership, or in price lists, (including, without limitation, the Members' cost of products, Memberships, amount of GVR (Group Volume Rebate) and the Platinum & Diamond Bonus Program), provided that we send a written notice of changes at least 15 days prior to the changes becoming effective.

Provincial Sales Taxes

Most provinces levy a provincial sales tax based on the Suggested Retail Price. Avena Originals recommends that you add the provincial tax to your customer's sales if it is applicable in your province.

Goods And Services Tax

Avena Originals is required to charge GST on all goods sold to Members.

If the Member is registered to collect GST, he/she is responsible for compliance in collecting and remitting the GST as per Revenue Canada Customs and Revenue Agency. Avena Originals is not responsible for Member's failure to comply with all Federal or Provincial regulations regarding operating a business.

Sales Contracts

It is necessary that Members use Sales Contracts (Product Order Forms) where appropriate. All customers should receive a receipt of payment that shows products purchased, quantity and price, applicable taxes, and the total payable upon completion of sale.

Resignations and Cancellations

You may resign your Avena Originals Membership at any time, with 30 days prior written notice. 100% refund if resignation or cancellation is received within 30 Days of Application. When an Avena Health Club Member resigns, or Membership expires past 30 days, that membership becomes Inactive, however his/her Membership name remains in the same position and as the same member number in the Computer system. If this Membership is not renewed within 90 days, Members holding positions beneath this expired membership advance up to the closest currently active Member. This re-organization of each Member's business will take place on the last day of each month, before Platinum Health Club Qualification status is determined for the following month.

(Refer to page 5 & 6 - Membership Renewals for Expired Memberships)

This Inactive Membership will show on file as a non-member. Members who wish to renew their original Membership after the 90-day grace period but before the six (6) month period, may do so by paying the Renewal fee of \$10.00 plus GST. However, this Member is required to renew under the same original sponsor, but has acknowledged the loss of any of their previously referred Members to their Members above them.

If resignation occurs during the first 30 days of the Membership, Avena Originals will have the option of removing this Member completely from the system to prevent Members from manipulating the Avena program.

Family Memberships

When a couple sharing an Avena Originals Membership divorces or separates, Avena Originals will continue to pay Group Volume Rebates as before the divorce or separation until it receives written notice, executed by both parties, and notarized, or receives certified copy of a court order specifying how future checks should be paid.

Business Transfers

The Membership granted hereunder is transferable under the following conditions:

1. Upon death, the owner of the Membership may legally will to any other individual **who is not presently a Member** of the Avena Originals Referral Program.
2. Owner of membership may sell his/her membership to any other individual **who is not presently a Member** of the Avena Originals Referral Program.

(see conditions under the Sale of a Health Club, page 11)

Cont'd

Member), the Deceased member's distributor rights shall automatically pass to his or her spouse. Provided that in the event the spouse is deceased or deceases within 30 days, the membership may then pass to the estate of the deceased member, subject to prior written consent of Avena Originals

Advertising Regulations

It is required that you identify yourself on all advertising as an "Independent Distributor of Avena Originals Products" so as to distinguish between you and the Company.

Advertising may not contain:

- The Avena Originals Logo, without written Permission from Avena Originals Marketing Systems Ltd.
- Avena Originals literature or forms in whole or part, without written permission from Avena Originals Marketing Systems Ltd.
- Use of literature not produced and/or approved by Avena Originals Marketing Systems Ltd.
- Medicinal uses or claims for any herbal or Essential Oil Products

Changing Sponsors

Members are not given the opportunity of changing their Originals Referrer at any time during their membership with Avena Originals **unless written consent from the requesting Member, the new Sponsor and the Original Sponsoring Member.** Otherwise, application may be made for acceptance of a new membership with a "New" application, after the current membership has expired for a period of six (6) months, as set out in the Policies and procedures under Membership Expiration.

Sale of a Health Club

The sale of a Health Club is not a recommended procedure; however, such a transaction may be made under the following conditions:

1. Avena Originals must be informed of your intentions to sell your Health Club Membership. Avena Originals requires proof of sale along with notification in writing.

Sale of a Health Club Cont'd

2. Once a legitimate purchaser has been identified with Avena Originals **confirming that the buyer does not currently hold an Avena membership**, approval will be considered. If all the Rules for the sale have been met, and the sale transaction also meets with Avena's Company ethics, acceptance will be given in writing by Avena Originals. Once approval has been given, the name changes in the Computer system will be made accordingly.

*Note: – The Selling Member will not be granted another membership with Avena Originals for a Minimum period of ninety (90) days from the sale of the current membership.

Order Pick-Ups

A Minimum of twenty-four hours advance notice is mandatory on all orders to be picked up from the Red Deer head office, or we are unable to guarantee your package will be available.

Hours of Operation 9:00 a.m.. - 5:00 p.m., Mon-Friday

Mail, Phone, Fax, Email, Internet

Members' orders are accepted by mail, phone, email, internet or fax. No order will be processed or sent out without full payment. The payment methods available include: Check, Money order, Visa, Mastercard, Amex, Discover, Bank transfers, or Bank drafts.

Please refer to your Information Guide for Bank Transfer Information.

Back-Ordered Products

Should a product be temporarily out-of-stock, Avena Originals will place that item on back-order. These items are shipped immediately and automatically when they are back-in-stock. Members may cancel any back-order, or request that no back-orders be accepted on their account at time of placement of order only.

Maintaining An Inventory

Avena Originals constantly strives to provide quick delivery of your products, so members are not required to carry inventory to supply to new members joining their organizations. All members are encouraged to order direct from Avena's Head office, to minimize any inventory required to be held by any Member of the Avena Originals.

We will Go That Extra Mile For You -

We respectfully suggest that you maintain an adequate inventory to service your personal needs and any retail customers you service. Your orders will continue to be shipped as promptly and accurately as possible.

Whether you need a list of our products, or information on our Rebate Program, Avena Originals will go that extra mile to give you the service and information you require. After all, you are the focus of our business and the reason for our existence.

Prepaid Shipping

Before any orders are processed, shipping charges must be prepaid or Avena must receive instructions to ship orders collect. Members may request different means of shipping and submit the required funds when ordering.

Drop-Shipping

Members may request that an order be drop-shipped directly to a customer. It is essential that the correct mailing address and phone number of the drop-ship Customer be given when the order is placed. Payment for freight is to be made to Avena Originals by the Member placing the order. When drop-shipping to Retail Customers, the Member may request that no invoice be included with the order.

Shipping Errors

Should you discover that an error has been made in your order, please notify Customer Service immediately so that an adjustment can be made.

Damaged Shipments

When you receive obviously-damaged package delivered via Greyhound, UPS, Purolator, we suggest you inspect the damaged cartons thoroughly before signing for the shipment. If the Agent is unwilling to wait while you inspect your cartons, sign for the shipment - indicating damaged conditions, and be sure to keep all damaged cartons, packing, and products for carrier inspection later on. Do not send these back to Head Office until after the Agent's inspection.

After receiving any damaged products, make a complete list of all products that are damaged or missing, and then contact Customer Service immediately. Please give all relevant information concerning the shipment. We must have the date you received the damaged cartons. We at Head office will be able to file the claim and will rush you a replacement for all damaged products. Be sure to keep the original packing and cartons for an inspection by the Carrier.

If you receive shipments delivered by mail, notify your local Post Office immediately. Take the damaged products and packing to the Post Office and file a claim, at which point the Post Office will handle the matter.

Shipping of Avena's Products

Avena Originals constantly strives to promptly fill all orders as we receive them. All products are shipped via Purolator Courier unless otherwise specified by the Member placing the order. All orders placed before 12:00 noon, **will** be shipped same day. Orders placed after 12:00 noon **may** be shipped on the following business day. Our desire is to be fair to all Members, so therefore we process all orders on a first-in/first-out basis.

Shipping Liability

Avena Originals will not be liable for any loss or damage whatsoever (including, without limitation, loss of earnings or consequential damages), caused by, or arising out of, any delay in delivery, error in product shipped, or failure to deliver a product ordered by a Member.

Members Handling Product Complaints From Customers

In every case, it is important to handle each product complaint in a professional manner. Members who make the extra effort to resolve a problem to the customer's satisfaction will eventually reap the rewards.

Returning An Unsatisfactory Product

If after using an Avena Originals product, you determine that it is unsatisfactory, ***you may return it or any unused portion within the 1st 30 days*** to Avena Originals. You are required to obtain a Return Authorization Number from Head office before any returns can be accepted. ***You will receive full credit towards another purchase, or a full refund will be issued via the same form of payment products were purchased originally, at your option.***

****Note - 100% empty containers will not be accepted for refund.***

Customers will be advised how to ship returns, and must indicate the RA # on all packages returned.

Return all goods to:

Avena Originals
#20 6200 67A Street
Red Deer, AB, T4P 3E8

Returning For Exchange Or Credit of Sealed or Defective Products after 30 days from Purchase

After 30 days from purchase, under normal conditions, ***sealed or defective products only*** may be returned for exchange or credit. Returns must receive a Return Authorization Number in advance from the Avena Originals head office. Customers will be advised how to ship returns, and must indicate this RA # on all packages returned.

Return all goods to:

Avena Originals
#20 6200 67A Street
Red Deer, AB, T4P 3E8

Return Of Stock Due To Cessation of Business

In the event that a Health Club Member wishes to cease business, Avena Originals will allow the return of stock according to the following stipulations:

1. The Member, in writing, informs Avena Originals of his / her resignation and provide, within 30 days of resignation, a complete inventory list.
2. All returned goods must be re-saleable, unopened, not discontinued, have clean bottles and labels, be undamaged and not marked in any way, and possess at least 50% of the designated shelf-life of the unopened product.
3. The member ceasing business bears the cost of returning the goods to Avena Originals.
4. Upon examination of the returned goods by Avena Originals, the member will be informed of the value of the returned goods. They will be valued at 80% of Member's cost (20% is a handling and re-stocking charge), less any override commissions paid on the original sale of the returned goods.

Personal Group Volume Rebate Representations

Members will not make representations regarding Group Volume Rebates received by any member. Breach of this policy is sufficient cause for termination. Avena Originals believes that the real Rebate potential is sufficiently attractive to eliminate the temptation to make misleading or unrealistic claims. Avena will not permit Rebate representations to be made in any manner for recruitment purposes.

Age Restrictions

Avena Originals Health Club members must be minimum age of eighteen (18) to be accepted as a Health club Member.

Change of Address

Please promptly notify Avena Originals of any changes of address so that we may ensure your orders and correspondence are sent to the correct address.

Conventions And Tradeshow

Avena Originals does not restrict Health Club Owners from displaying Avena Products at Conventions and Trade Shows. However, approval must be received from Head Office before any display is presented at these events.

It is very important that you choose carefully these events. Avena Originals encourages you to contact Head office for further advice on these types of marketing.

Business Names

If a new Member has a business name, the name of the owner of the business must also appear on the application. The Name "Avena Originals" may not be used in any business name as it is a registered trademark.

Retail Store Policy

Avena does not restrict the sale of its products by Retail Stores; however, all retail establishments selling the Avena Originals line of products must become a Member of someone's Health Club and participate in the Avena's Group Volume Rebate the same as any other Individual wishing to participate in the use of these Exciting Lifestyle Products. There will be no additional discounts offered to any Retail Store participating in the Membership Program with the sale of the Avena Product line.

All retail establishments must market the Avena Products for not less than Suggested Retail prices established by Avena Originals. Any violation of these policies and procedures may result in termination of membership.

Avena Originals is dedicated to making these exciting products available to as many individuals as possible and is keeping a close eye on any Member operating a Retail Store to ensure that no additional benefit is derived from the operation of a Retail store than is available to all Members participating in the Avena Membership Program.

Avena reserves the right to market the Avena Originals products through Professional establishments. These establishments must be approved by Avena Originals, and will purchase all products directly through Avena Originals only. All approved Professional establishments will sign an agreement to guarantee that products are **not** marketed for less than Avena's Minimum Selling Price as shown on Price List included with this agreement.

Exclusive Territories

Avena does not recognize any territorial boundaries with Avena's opportunity. Members may conduct their business in the provinces as identified by Avena Originals

No Member shall imply or state that they have an exclusive territory.

Maintain A Separate Chequing Account

It is suggested you set up a separate chequing account and use it solely for your Avena business. Transact everything through this account in order to have a record of credits and debits. Do not mix household or personal funds with your Avena business funds as this may create confusion.

The Importance of Business Cards

Use a business card. Avena Originals Logo in color as well as your name and phone & member number. Remember that your card goes on talking even when you're not there.

Read, Listen - Learn

Read as much as you can. Benjamin Franklin said, "The one who does not read has no advantage over the one who cannot read." You might also attend lectures, listen to tapes, and talk to successful people. This will build your confidence and help you help yourself. **(You do not need a degree to share what you know, and people really don't care how much you know until they know how much you care.)**

Good Nutrition

Remember, if people want good health, they need proper cleansing and nutrition, and Avena Products work with the body, not against it. Avena products are the tools the body needs to heal itself... just give it a chance....

Start Small

Your Originals Referrer will help you get started, then work at your own speed. Concentrated efforts with a few interested people will produce better results than occasional contact with a large number of people. Be enthusiastic! If you believe in Natural methods, here is your chance to help others to better health.

The Written Word

Motivate your members to purchase books on Natural ways to better health. The information you present at your appointments will also be more readily understood with the help of printed material.

How are successful People Meeting People

Our legal counsel suggests that you hold meetings in a **private home**, a motel meeting room, a community meeting room, in clubs, etc. The most successful members hold In-home Presentations, with newly interested individuals and their friends and associates. Management team of Avena Originals are willing to assist all Members in these endeavors.

Do Not Make Claims

Each Member of Avena Originals Membership program is liable for any claim made by himself, not specifically found in Company literature. It is deemed unethical for a Member to make claims for a product that would lead the customer to believe that the product will do something other than provide supplemental nutrition to the body.

Do Not Diagnose or Prescribe

Members may neither diagnose an illness nor prescribe a cure for disease. These are the exclusive rights of licensed health professionals. We provide health supplements, not treatments nor cures.

Importing Products

Avena Originals is the sole Manufacturer/Importer of Avena Originals products for resale in Canada and the United States. Private importing of products for resale is grounds for termination of Membership Agreement.

Altering Or Removing Labels

No Member shall in any way alter, change, or remove the label or instructions intended by Avena Originals to accompany a product.

Recruiting For Other Companies

The Members of Avena Originals are free to participate in any other direct-sales organization they wish. However, it is deemed unethical to use Avena Originals Genealogy Reports or Avena-organized meetings, seminars, or conventions to recruit new distributors for other companies. Violation of this policy will be grounds for termination of the Membership agreement.

Increasing Bonuses or Overrides

Any practice which creates unnatural conditions for the purposes of increasing bonuses or overrides, without legitimate business activity, by active Members will be grounds for termination.

Re-Sponsoring A Current Member

It is considered unethical and grounds for termination if a Member goes out of his/her way to induce another Member to resign and re-sponsor into his/her Health Club.

False or Damaging Statements made by Any Avena Health Club Member

Any Member of Avena Originals, making damaging statements about Avena Originals, the products, or its Members is grounds for termination of his/her membership; therefore forfeiting all benefits received including any rebates paid from organizations—present or future.

Limitation Of Liability

Avena Originals shall not be liable for any damage (including special and consequential damages), loss, injury, expense, or fee (including legal fees) whatsoever, suffered or incurred by an Avena Member as a result of, or arising out of, the purchase, distribution, or sale of Avena Original's products or any materials or documents provided to the Member under the terms of the Membership Agreement.

**Call Home Office
Regarding Legal Problems**

Call Head Office for advice on any potential legal problems. Remember, you are an independent business person engaged in an ethical business. You have your rights! But it is important that you conduct your business in a lawful, ethical, prudent manner in order to avoid unnecessary problems.

Remember

Do Not Diagnose or Prescribe!