

# Policies and Procedures

## SECTION 1 – CODE OF ETHICS

Agara Life is dedicated to delivering products and opportunities that inspire wellness, balance, and a better life. Our Ambassadors represent the heart of this mission. Because of that, we expect every Ambassador to act with integrity, professionalism, and respect in their business and community interactions.

The Code of Ethics outlines the principles every Ambassador agrees to follow:

- Conduct business with honesty, fairness, and integrity at all times.
- Share only approved, accurate information about Agara Life products and opportunities.
- Provide genuine support to customers so their experience with Agara Life is positive and lasting.
- Actively mentor and guide team members, recognizing that leadership and duplication are key to success.
- Be transparent about income potential—avoid exaggerations, and always emphasize that results come from consistent effort.
- Refrain from disparaging other Ambassadors, companies, or products.
- Protect the reputation of Agara Life by representing the brand responsibly in every setting.
- Comply with all Agara Life Policies & Procedures, as well as applicable local, state, and federal laws.

## SECTION 2 – INTRODUCTION

### 2.1 – Agreement Structure

These Policies & Procedures, together with the Ambassador Application and the Agara Life Compensation Plan, form the binding agreement between each Ambassador and Agara Life. Collectively, these documents are referred to as the “Agreement.”

### 2.2 – Purpose of Policies

The Agreement exists to protect both the Company and its Ambassadors. By clearly defining rights, responsibilities, and standards of conduct, these policies establish a framework for building a fair, ethical, and sustainable business.

Success at Agara Life depends on trust and integrity. Ambassadors are therefore required to follow both the Agreement and all applicable laws. This ensures that customers, Ambassadors, and the Company all benefit from a transparent and trustworthy business model.

### **2.3 – Changes to the Agreement**

To remain current with business practices and legal requirements, Agara Life reserves the right to update or amend the Agreement at any time. Updates will be communicated through official company channels, including the corporate website, email notifications, or other published communications.

By continuing to participate in the Agara Life opportunity, Ambassadors agree to be bound by the most recent version of the Agreement.

### **2.4 – Delays**

Agara Life is not responsible for delays or interruptions in fulfilling its obligations when circumstances are outside the Company's reasonable control. These may include, but are not limited to: strikes, labor disputes, acts of nature, natural disasters, government actions, supply chain interruptions, or other unforeseen events.

### **2.5 – Severability**

If any part of the Agreement is found by a court or regulator to be invalid or unenforceable, the remaining sections will still apply in full. The Agreement should be interpreted as though the invalid portion never existed, preserving the intent and balance of the remaining provisions.

### **2.6 – Waiver**

Agara Life's decision not to enforce a particular policy or provision at any time does not mean the Company waives its right to enforce that policy later. Only a written statement from an authorized officer of Agara Life can serve as an official waiver.

Even if Agara Life overlooks a violation once, it may still enforce the same or similar rule in the future. Likewise, an Ambassador cannot use a past waiver or delay in enforcement as a defense against future corrective action.

## **SECTION 3 – BECOMING AN INDEPENDENT AMBASSADOR**

### **3.1 – Requirements to Enroll**

To become an Agara Life Ambassador, an applicant must:

1. Be at least 18 years of age.
2. Reside in the United States or in a territory or country officially opened by Agara Life.
3. Provide a valid Social Security Number or Federal Tax Identification Number.

4. Submit a completed and accepted Agara Life Ambassador Application and Agreement.

Agara Life reserves the right to accept or reject any application at its sole discretion.

### **3.2 – Ambassador Benefits**

Once an application is accepted, the new Ambassador is entitled to the following benefits:

- The ability to promote and sell Agara Life products and earn retail profit.
- Access to company communications, training resources, and promotional materials.
- Eligibility to build a sales organization and earn commissions through the Agara Life Compensation Plan.

### **3.3 – Independent Status**

Ambassadors are independent contractors, not employees of Agara Life. This means they set their own hours, manage their own business operations, and are responsible for their own expenses and tax obligations. The relationship between Agara Life and Ambassadors is based on mutual agreement, not employment.

## **SECTION 4 – OPERATING AN AGARA LIFE BUSINESS**

### **4.1 – Adherence to the Agara Life Compensation Plan**

Ambassadors must follow the Agara Life Compensation Plan exactly as written. They may not market the Agara Life opportunity alongside other systems, programs, or methods of compensation that are not officially approved by the Company.

Ambassadors cannot require new or prospective Ambassadors to buy products, services, or tools outside of what is outlined in official Agara Life materials. Nor may they suggest or require additional contracts, fees, or obligations beyond what Agara Life provides.

### **4.2 – Bonus Buying Prohibited**

Agara Life strictly forbids “bonus buying.” This includes:

- Enrolling individuals without their knowledge or consent.
- Creating false or duplicate enrollments.
- Using fictitious names or accounts.
- Purchasing product under another Ambassador’s ID to qualify for bonuses.
- Using another person’s payment information without authorization.

Any attempt to manipulate the Compensation Plan through bonus buying may result in disciplinary action, including termination.

### **4.3 – Business Entities**

Ambassadors may operate their Agara Life business through a legal entity such as a partnership, LLC, or corporation, provided they submit the required information on the Ambassador Application, including a Federal Tax Identification Number.

The individual signing the application on behalf of the entity must have proper authority to bind the business. Additionally, no person with an ownership interest in that entity may have held an interest in another Agara Life business within the past six months.

### **4.4 – Changes to an Agara Life Business**

#### **4.4.1 – General Updates**

Ambassadors must keep their account information current. Any changes to name, contact details, tax ID, or business structure should be reported promptly to Agara Life in writing.

#### **4.4.2 – Change of Sponsor**

To protect the integrity of the Compensation Plan, Ambassadors may not change their sponsor once enrolled. The only exception is if an enrollment was incorrectly assigned due to a company error, in which case corrections must be requested within 45 days.

#### **4.4.3 – Cancellation and Reapplication**

An Ambassador who wishes to change organizations must first cancel their business and remain completely inactive for six full calendar months. Inactivity means no sales, no sponsoring, no purchases, no participation in events, and no engagement in any Agara Life business activities.

After the six-month period, the Ambassador may reapply under a new sponsor but will forfeit all rights to their previous downline organization.

### **4.5 – Unauthorized Claims and Actions**

#### **4.5.1 – Indemnification**

Ambassadors are fully responsible for any claims they make about Agara Life products, services, or the Compensation Plan that are not found in official company materials. Ambassadors agree to protect and indemnify Agara Life, including its officers and employees, from any liability, damages, or expenses arising from unauthorized claims or actions.

#### **4.5.2 – Income Claims**

Ambassadors may not make income guarantees or show earnings in a misleading way. Sharing checks, bank statements, or income projections is prohibited. When discussing the opportunity, Ambassadors must make it clear that earnings depend on personal effort, leadership, and consistent work—not promises or guarantees.

### **4.6 – Conduct at Agara Life Events**

#### **4.6.1 – Selling and Recruiting**

Ambassadors may not sell products or actively recruit at Agara Life-hosted events unless

expressly authorized. The focus of these events is education, training, and community building.

#### **4.6.2 – Competing Opportunities**

Ambassadors may not promote or sell products from other companies at Agara Life events. This ensures focus and respect for the brand, and protects the event experience for all participants.

### **4.7 – Conflicts of Interest**

#### **4.7.1 – Competing Products**

Ambassadors may participate in other direct selling or network marketing companies, but they may not promote or sell products that directly compete with Agara Life's product categories. Agara Life products should not be displayed or marketed alongside competing products in a way that could confuse customers.

#### **4.7.2 – Non-Solicitation**

During their Agreement, Ambassadors may not attempt to recruit other Agara Life Ambassadors or customers into a different direct selling or network marketing company. After leaving Agara Life, former Ambassadors must wait one year before approaching any Agara Life Ambassador or customer about another business opportunity (except for those they personally enrolled).

Because Agara Life operates nationally and digitally, this restriction applies across all territories where the company does business.

#### **4.7.3 – Downline Reports**

Ambassador genealogy and activity reports are confidential and remain the sole property of Agara Life. Access to these reports is password protected and granted solely to help Ambassadors support and train their teams.

Ambassadors may not copy, share, sell, or misuse this information for purposes outside of Agara Life. Upon request or termination, all such materials must be returned to the company.

### **4.8 – Cross-Sponsoring**

Ambassadors may not enroll someone who is already part of Agara Life, or who has been enrolled within the past six months, under a different sponsor. Using alternate names, relatives, or fake IDs to manipulate placement is strictly prohibited.

If cross-sponsoring is discovered, Agara Life may take corrective action, including reassigning downlines, removing offending accounts, or applying disciplinary measures. By enrolling as an Ambassador, you agree to accept the company's final decision regarding placement disputes.

### **4.9 – Errors or Questions**

If an Ambassador believes there is an error in commissions, bonuses, reports, or account charges, they must notify Agara Life in writing within 15 days of the issue. The company is not responsible for resolving errors reported after this period.

#### **4.10 – Sales Aids**

Ambassadors are not required to purchase or carry sales aids. Those who choose to use them may do so voluntarily. If an Ambassador cancels their Agreement, approved sales aids in new and resalable condition may be returned to Agara Life under the company's buy-back policy.

#### **4.11 – Governmental Approval or Endorsement**

Agara Life is a privately owned direct selling company. No federal or state agency reviews or approves its Compensation Plan, products, or opportunity. Ambassadors must not suggest or imply that Agara Life has been endorsed by any government body.

#### **4.12 – Holding Applications or Orders**

Ambassadors may not hold onto enrollment forms, applications, or product orders. All completed documents and customer orders must be submitted to Agara Life within 72 hours of being signed or placed.

#### **4.13 – Identification**

All Ambassadors must provide a valid Social Security Number or Federal Tax Identification Number when enrolling. Agara Life will issue each Ambassador a unique ID number, which must be used for placing orders, tracking commissions, and all other official business activities.

#### **4.14 – Income Taxes**

Ambassadors are individually responsible for reporting and paying all applicable local, state, and federal taxes on income earned through Agara Life.

- If required by law, Agara Life will issue IRS Form 1099 to Ambassadors whose earnings exceed the reporting threshold.
- Ambassadors operating under tax-exempt status must provide valid documentation with their application.

Agara Life does not withhold taxes on behalf of Ambassadors. Each Ambassador is responsible for maintaining accurate tax records and seeking professional tax advice when needed.

#### **4.15 – Independent Contractor Status**

Ambassadors are independent contractors—not employees, partners, or agents of Agara Life.

- They are free to determine their own schedules, methods of operation, and business goals.
- Ambassadors are responsible for their own expenses, insurance, and tax obligations.
- No Ambassador may bind Agara Life to contracts, debts, or obligations.

The Agara Life name, logos, and trademarks may only be used as authorized by the Company. Ambassadors must always identify themselves as **“Independent Agara Life Ambassadors”** in communications and may not represent themselves as employees or official agents of the Company.

#### **4.16 – Insurance**

##### **4.16.1 – Business Coverage**

Ambassadors are encouraged to carry appropriate insurance for their business. Most homeowner or renter insurance policies do not cover losses related to business activities, including inventory or customer interactions. Each Ambassador is responsible for ensuring their Agara Life business is properly protected.

##### **4.17 – International Marketing**

Ambassadors may only promote or sell Agara Life products and opportunities in countries officially opened by the Company. Unauthorized cross-border marketing or shipping of products is prohibited. Agara Life will announce when new markets are available and provide guidelines for international business activity.

##### **4.18 – Laws and Ordinances**

Ambassadors must comply with all local, state, and federal laws that apply to operating their Agara Life business. This includes business licensing, taxation, consumer protection, marketing, and data privacy regulations where applicable. Ambassadors are responsible for knowing and following the rules in their jurisdiction.

##### **4.19 – Minors**

Only individuals 18 years of age or older may enroll as Agara Life Ambassadors. Exceptions are permitted only for minors who have been legally emancipated by a court of competent jurisdiction.

##### **4.20 – Actions of Household Members or Associates**

Ambassadors are responsible for the conduct of individuals in their household or anyone acting in coordination with their business. If a spouse, family member, or associate violates the Agreement, it will be treated as if the Ambassador committed the violation.

In cases where two Ambassadors marry, Agara Life may permit both businesses to remain active on a case-by-case basis, provided such an arrangement does not harm the integrity of the Compensation Plan. Requests for exceptions must be submitted in writing.

##### **4.21 – Legal Status of Ambassadors**

Agara Life Ambassadors are classified as independent contractors under the law. Some states have additional requirements or restrictions that define independent contractor status. Ambassadors are responsible for understanding and following the rules of their jurisdiction. If at any time Agara Life determines that compliance with certain state laws would alter the nature of the Ambassador relationship, the Company reserves the right to adjust or discontinue operations in that jurisdiction.

#### **4.22 – Requests for Records**

Ambassadors may request copies of invoices, applications, genealogy reports, or other company records. A reasonable fee of \$1.00 per page may be charged to cover research, handling, and copying costs.

#### **4.23 – Sale, Transfer, or Assignment of an Agara Life Business**

An Agara Life business may be sold, transferred, or assigned, but only with prior written approval from the Company. The following conditions apply:

1. The Ambassador must first offer Agara Life the right of first refusal on the same terms as the proposed sale. The Company has 15 days to accept.
2. The buyer must meet all eligibility requirements and submit a new Ambassador Agreement.
3. Any outstanding debts or compliance issues must be resolved before the transfer is approved.
4. The seller must notify the Compliance Department in writing and receive final approval prior to completing the sale.

The Company reserves the right to deny any transfer that could harm the integrity of the Compensation Plan or business model.

#### **4.24 – Separation of an Agara Life Business**

If Ambassadors who jointly operate a business (such as spouses or partners) separate, they must notify Agara Life in writing of how the business will be managed going forward. The Company will not divide downline organizations or split commissions. If the parties cannot reach an agreement, Agara Life reserves the right to terminate the account until proper documentation or legal resolution is provided.

#### **4.25 – Divorce or Dissolution**

During the process of a divorce or business dissolution, Agara Life will maintain the Ambassador account in its current status unless instructed otherwise by a court order. Commissions will continue to be issued to the Ambassador(s) listed on the account. Under no circumstances will Agara Life divide a downline organization or split commission checks between parties. The Company will only recognize one account owner until proper legal documentation directs otherwise.

#### **4.26 – Sponsoring**

Every qualified Ambassador in good standing has the right to sponsor new Ambassadors into Agara Life. A prospective Ambassador ultimately chooses their sponsor. If two Ambassadors claim sponsorship of the same applicant, Agara Life will recognize the sponsor named on the first valid application received by the Company.

#### **4.27 – Telemarketing**

Ambassadors must comply with federal and state telemarketing regulations, including the National “Do Not Call” Registry and the Telephone Consumer Protection Act.



- Unsolicited “cold calls” to recruit or sell are prohibited.
- Ambassadors may contact prospects if there is an existing business relationship, a recent inquiry, or express written consent.
- Calls to family, friends, and personal acquaintances are allowed but should not be abused or used as a routine lead-generation tactic.
- The use of automated dialing systems, prerecorded messages, or robocalls is strictly forbidden.

Violations of telemarketing laws may result in significant fines and disciplinary action by Agara Life, up to and including termination.

## **SECTION 5 – RESPONSIBILITIES OF INDEPENDENT AMBASSADORS**

### **5.1 – Change of Address or Contact Information**

Ambassadors must keep their personal and business information up to date. Any changes to mailing address, phone number, or email should be reported promptly to Agara Life to ensure timely delivery of products, communications, and commission payments. A minimum of two weeks’ notice is recommended when possible.

### **5.2 – Ongoing Training and Development**

#### **5.2.1 – Sponsor Responsibilities**

Ambassadors who sponsor others are expected to provide genuine support and guidance. This includes helping new team members understand the Compensation Plan, Agara Life products, and the importance of ethical business practices. Training may include personal meetings, phone calls, digital resources, and attending Agara Life events.

#### **5.2.2 – Leadership Growth**

As Ambassadors progress to higher ranks, they carry greater responsibility for leadership. Experienced Ambassadors should share their knowledge, tools, and strategies with their teams to help others succeed.

#### **5.2.3 – Sales Responsibility**

Regardless of rank, all Ambassadors must continue to build and maintain personal customer relationships. Ongoing sales to new and existing customers are essential to the health of their business and the overall Agara Life community.

### **5.3 – Professional Conduct**

Agara Life values constructive feedback and open communication. Ambassadors are encouraged to submit suggestions and concerns directly to the Company. However, negative or disparaging remarks about Agara Life, its products, leadership, or other Ambassadors—especially in public forums—are not acceptable. Such actions damage

morale and the brand's reputation. Ambassadors are expected to represent Agara Life with positivity, professionalism, and respect at all times.

#### **5.4 – Providing Documentation to Applicants**

When presenting the Agara Life opportunity, Ambassadors must provide prospective applicants with the most current version of the Policies & Procedures and the Compensation Plan. These documents are available on the Agara Life website and business portal. It is each Ambassador's responsibility to ensure applicants are informed before enrollment.

#### **5.5 – Reporting Policy Violations**

Ambassadors who witness a violation of the Agreement are encouraged to report it to Agara Life's Compliance Department in writing. Reports should include details such as dates, names, and supporting evidence. The Company will review and, if necessary, take corrective action.

## **SECTION 6 – SALES REQUIREMENTS**

#### **6.1 – Product Sales**

The Agara Life Compensation Plan is built on product sales to end-use customers. To qualify for commissions, Ambassadors must meet personal and organizational sales requirements as outlined in the plan. Bonuses are earned based on actual sales, not solely on recruitment or personal consumption.

#### **6.2 – Retail Sales**

To protect the value of the brand, Ambassadors must follow Agara Life's retail pricing guidelines. Products sold in retail or online marketplaces may not be advertised below the minimum advertised price set by the Company.

Sales through third-party auction sites or similar platforms (such as eBay) are not permitted unless done at or above the approved minimum price. Ambassadors who knowingly violate retail pricing rules may face suspension or termination.

#### **6.3 – Territories**

Agara Life does not grant exclusive territories or franchises. Ambassadors are free to build their businesses anywhere within officially open markets.

## **SECTION 7 – BONUSES AND COMMISSIONS**

#### **7.1 – Commission Eligibility**

To earn bonuses and commissions, Ambassadors must be active and in compliance with the Agreement. Commissions are paid according to the terms of the Compensation Plan. The minimum commission payment issued is \$25. Any amounts below this threshold will be held until they accumulate to \$25 or more.

#### **7.2 – Commission Payments and Promotions**

### **7.2.1 – Payments and Calculations**

Commissions are calculated based on the Ambassador's actual qualifications under the Compensation Plan for each pay period. Payments are issued according to the Company's standard schedule and are viewable in the Ambassador's back office.

### **7.2.2 – Promotions**

Promotions are earned by meeting the required sales and organizational criteria outlined in the Compensation Plan. Rank advancement is determined by verified performance, not by title alone.

### **7.3 – Adjustments to Bonuses and Commissions**

If a customer order is refunded, cancelled, or returned, any commissions or bonuses paid on that order will be deducted from the earning Ambassador(s) in the pay cycle when the refund is processed. Adjustments may continue across subsequent pay periods until the full amount has been recouped.

### **7.4 – Unclaimed Commissions**

Ambassadors must deposit or cash commission checks within six months of issuance. Checks not cashed within this timeframe will be void. A \$50 administrative fee will be charged for reissuing expired checks, which will be deducted from the Ambassador's account balance.

### **7.5 – Reports**

Agara Life provides Ambassadors with access to online reports that track sales, genealogy, and commissions. While the Company strives for accuracy, reports may occasionally contain errors due to order processing delays, returns, or technical issues.

All reports are provided "as is" without warranties, express or implied. Ambassadors rely on this information at their own risk and should promptly report any suspected discrepancies. Agara Life's responsibility is limited to correcting confirmed errors.

## **SECTION 8 – RETURNS AND BUY-BACK POLICY**

### **8.1 – Retail Sales**

Direct sales to customers are the foundation of Agara Life. The Compensation Plan is designed to reward Ambassadors based on sales volume generated by themselves and their teams.

### **8.2 – Voluntary Cancellation and Buy-Back of Sales Aids**

If an Ambassador resigns, they may return resalable sales aids purchased within the previous 90 days for a refund. Returned items must be in new, unused, and commercially resalable condition.

- Refunds will equal 90% of the original purchase price, excluding shipping and handling.
- Ambassadors must notify Agara Life within 10 business days of resignation to initiate a return.

- All returns must be pre-approved by the Company and accompanied by original invoices.

Refunds will be issued to the original form of payment whenever possible.

### **8.3 – Montana Residents**

In compliance with state law, Montana residents may cancel their Ambassador Agreement within 15 days of enrollment and receive a full refund for resalable sales aids or unused training materials purchased during that time.

### **8.4 – General Product Return Policy**

Agara Life wants every customer to be satisfied. Unopened and resalable products may be returned within 30 days of purchase, subject to a 10% restocking fee. Shipping charges are non-refundable.

To qualify:

- Products must be sealed, unused, and in original condition.
- Items must have at least 12 months of shelf life remaining.
- Seasonal, discontinued, or promotional products are not eligible.

Returns must be pre-authorized by contacting Agara Life Support and shipped to the Company's designated return center. Ambassadors are responsible for return shipping costs.

## **SECTION 9 – DISCIPLINE AND DISPUTE RESOLUTION**

### **9.1 – Corrective Action**

If an Ambassador violates the Agreement, engages in unethical conduct, or harms the reputation of Agara Life, the Company may take corrective action. Possible actions include:

- Written warning or probation
- Required corrective training or actions
- Fines or withholding of commissions
- Suspension of business rights
- Termination of Ambassador Agreement
- Legal action where necessary

Agara Life reserves the right to apply the level of discipline it deems appropriate based on the circumstances.

## **9.2 – Complaints and Grievances**

If an Ambassador has a dispute with another Ambassador regarding business practices or conduct, they should first attempt to resolve it directly or with the help of their upline. If the matter cannot be resolved, the issue should be submitted in writing to Agara Life's Compliance Department with all relevant details and documentation. The Company will review the situation and determine whether corrective action is necessary.

## **9.3 – Arbitration**

Any disputes between Ambassadors and Agara Life that cannot be resolved internally will be handled through binding arbitration. Arbitration will be conducted in accordance with the rules of the American Arbitration Association (or a similar recognized service) and will take place in Sheridan County, Wyoming, unless otherwise required by law.

Both parties waive the right to a jury trial or court action (except to enforce an arbitration award or seek injunctive relief). The arbitrator's decision will be final and binding, and each party will bear its own costs unless otherwise determined in the award.

## **9.4 – Governing Law and Venue**

This Agreement is governed by the laws of the State of Wyoming, except where state law requires otherwise. Any disputes not subject to arbitration will be handled exclusively in the courts of Sheridan County, Wyoming.

*Special Provision for Louisiana Residents:* Louisiana Ambassadors may file actions in accordance with Louisiana law, as required by statute.

# **SECTION 10 – INACTIVITY AND CANCELLATION**

## **10.1 – Effect of Cancellation**

If an Ambassador's Agreement is terminated—whether voluntary, involuntary, or due to inactivity—all rights to their Agara Life business, downline organization, and commissions are permanently lost. Ambassadors whose Agreements are canceled may not represent themselves as part of Agara Life or expect any future bonuses or payments, except for commissions earned during their last active pay period (subject to deductions for refunds or adjustments).

## **10.2 – Involuntary Termination**

Agara Life reserves the right to terminate an Ambassador's Agreement for violations of the Agreement, unethical conduct, or actions harmful to the Company. Termination is effective when written notice is sent to the Ambassador's last known address or email, or upon receipt of direct notice.

## **10.3 – Voluntary Termination**

An Ambassador may cancel their Agreement at any time by submitting a signed written request to Agara Life. Upon voluntary termination, the Ambassador loses all rights to their downline and future commissions.

Ambassadors who resign may reapply after six months of complete inactivity, but they will not regain their former organization.

#### **10.4 – Non-Renewal**

Agreements must be renewed annually. Failure to renew will result in automatic cancellation of the Ambassador's business. The Company also reserves the right not to renew an Agreement at its discretion.

#### **10.5 – Entire Agreement**

The Ambassador Application, Compensation Plan, and these Policies & Procedures together form the full and complete Agreement between each Ambassador and Agara Life. The Company may amend the Agreement as necessary, and all such updates will apply to active Ambassadors.