

GENELINK, INC.
317 Wekiva Springs Road, #200
Longwood, FL 32779

NOTICE OF ANNUAL MEETING OF SHAREHOLDERS
TO BE HELD MAY 20, 2011

To the Shareholders of GeneLink, Inc.:

Notice is hereby given that the Annual Meeting of Shareholders of GeneLink, Inc. (the "Company"), a Pennsylvania corporation, will be held at 9:00 a.m. on Friday, May 20, 2011 at the Disney Contemporary Resort, 4600 North World Drive, Lake Buena Vista, FL 32830, (the "Annual Meeting"), for the following purposes:

1. To elect four (4) directors to serve until the next Annual Meeting of Shareholders or until their respective successors are elected and qualified;
2. To approve and adopt an amendment to the Company's Articles of Incorporation to increase the Company's capitalization from 250,000,000 shares of Common Stock, \$0.01 par value, to 350,000,000 shares of Common Stock, \$0.01 par value;
3. To approve the Company's 2011 Stock Option Plan; and
4. To transact such other business as may properly be brought before the Annual Meeting or any adjournment(s) thereof.

Only shareholders of record at the close of business on April 15, 2011, are entitled to notice of, and to vote at, the Annual Meeting or any adjournment(s) or postponement(s) thereof.

The Annual Meeting may be adjourned from time to time without notice other than by announcement at the Annual Meeting. We are providing a copy of our Annual Report on Form 10-K for the fiscal year ended December 31, 2010 with this proxy statement.

Your vote is important. Whether or not you plan to attend the meeting in person, we urge you to complete, date and sign the enclosed proxy card and return it promptly in the enclosed return envelope or vote according to the internet instructions provided. A prompt submission will ensure a quorum and save the Company the expense of further solicitation. Each proxy granted may be revoked by the shareholder appointing such proxy at any time before it is voted. If you receive more than one proxy card because your shares are registered in different names or addresses, each such proxy card should be signed and returned to assure that all of your shares will be voted.

By Order of the Board of Directors,
/s/ Bernard L. Kasten, Jr., M.D.

Bernard L. Kasten, Jr., M.D.
Chairman of the Board

April 18, 2011

GENELINK, INC.
317 Wekiva Springs Road, #200
Longwood, FL 32779

PROXY STATEMENT
Annual Meeting of Shareholders
May 20, 2011

This Proxy Statement is furnished to shareholders of GeneLink, Inc. (the "Company"), a Pennsylvania corporation, in connection with the solicitation of proxies on behalf of the management of the Company for use at the Annual Meeting of Shareholders to be held at the Disney Contemporary Resort, 4600 North World Drive, Lake Buena Vista, FL 32830 on Friday, May 20, 2011, at 9:00 a.m. and at any and all postponements or adjournment thereof (the "Annual Meeting"), for the purpose of considering and acting upon the matters set forth in the attached Notice of Annual Meeting and more fully discussed below.

This Proxy Statement and the accompanying form of proxy were first mailed to shareholders of the Company entitled to notice of the Annual Meeting on or about April 18, 2011.

Quorum and Voting

The presence, in person or by proxy, of the holders of a majority of the shares of Common Stock issued and outstanding, is necessary to constitute a quorum at the Annual Meeting. Shareholders are entitled to one vote per share of Common Stock held on any matter which may properly come before the Annual Meeting.

Any shareholder executing and delivering the accompanying proxy has the power to revoke the same by giving notice to the Secretary of the Company. The presence at the Annual Meeting of a shareholder will not revoke his or her proxy. Proxies in the accompanying form which are properly executed, duly returned to the Company, and not revoked will be voted in accordance with the instructions therein.

Shareholders may vote via the Internet by following the instructions on their proxy card. When voting via the Internet, Shareholders must have available the control number included on their proxy cards. Abstentions and broker non-votes will be counted for purposes of determining a quorum, but will not be counted as votes cast. A broker non-vote occurs when a bank, broker, or other nominee holding shares for a beneficial owner has not received voting instruction from the beneficial owner on a particular matter and the bank, broker, or nominee cannot vote the shares on such matter because the matter is not considered routine.

With respect to Proposal I, directors are elected by a plurality of the votes cast by shareholders present, in person or by proxy, at the meeting.

Under Pennsylvania law, the approval of Proposal II, the amendment to Articles of Incorporation to increase the authorized shares of Common Stock, and Proposal III, the approval of the 2011 Stock Option Plan, require the affirmative vote of at least a majority of the votes cast by shareholders present, in person or by proxy, at the meeting. Abstention and broker non-votes will, therefore, have no effect in determining the outcome of any of these matters.

Shareholders will not have dissenters' rights under the Pennsylvania Business Corporation Law in connection with the approval and adoption of the proposed amendment to the Company's Articles of Incorporation.

IF NO INSTRUCTION IS GIVEN WITH RESPECT TO ANY PROPOSAL TO BE ACTED UPON, THE PROXY WILL BE VOTED FOR THE ELECTION OF ALL OF THE NOMINEES NAMED IN THE PROXY, FOR APPROVAL OF THE AMENDMENT TO THE COMPANY'S ARTICLES OF

INCORPORATION AND FOR THE ADOPTION OF THE 2011 STOCK OPTION PLAN. No matter is expected to be considered at the Meeting other than the proposals set forth in the accompanying Notice of Annual Meeting, but if any other matters are properly brought before the Meeting for action, it is intended that the persons named in the proxy and acting thereunder will vote their discretion on such matters.

Record Date and Shares Outstanding

The close of business on April 15, 2011 has been fixed as the record date for the determination of shareholders entitled to receive notice of, and to vote at, the Annual Meeting. The stock transfer books will not be closed. As of April 15, 2011, there were issued and outstanding 158,283,515 shares of the Company's Common Stock.

PRINCIPAL SHAREHOLDERS

Security Ownership of Management and Certain Beneficial Owners

The following table sets forth certain information as of March 1, 2011 regarding the ownership of Common Stock (i) by each person known by the Company to be the beneficial owner of more than five percent of the outstanding Common Stock, (ii) by each current officer and director of the Company, (iii) by each nominee for director, and (iv) by all current officers and directors of the Company as a group.

The beneficial owners and amount of securities beneficially owned have been determined in accordance with Rule 13d-3 under the Exchange Act and, in accordance therewith, includes all shares of the Company's Common Stock that may be acquired by such beneficial owners within 60 days of March 1, 2011 upon the exercise or conversion of any options, warrants or other convertible securities. This table has been prepared based on 157,883,515 shares of Common Stock outstanding on March 1, 2011. Unless otherwise indicated, each person or entity named below has sole voting and investment power with respect to all Common Stock beneficially owned by that person or entity, subject to the matters set forth in the footnotes to the table below. Unless otherwise stated, the beneficial owners exercise sole voting and/or investment power over their shares.

<u>Name</u>	<u>Number of Shares Beneficially Owned</u>	<u>Approximate Percentage Of Stock Outstanding</u>
Kenneth R. Levine 2 Oaklawn Road Short Hills, NJ 07078	16,353,291 ⁽¹⁾	9.9%
Chesed Congregation of America One State Street Plaza, 29 th Floor New York, NY 10004	12,279,795 ⁽²⁾	7.2%
Bernard L. Kasten, Jr., M.D. 4380 27 th Court, SW #104 Naples, FL 34116	9,091,179 ⁽³⁾	5.7%
Robert Hoekstra 317 Wekiva Springs Road, #200 Longwood, Florida 32779	6,697,604 ⁽⁴⁾	4.2%
Robert P. Ricciardi, Ph.D. 317 Wekiva Springs Road, #200 Longwood, Florida 32779	6,260,000 ⁽⁵⁾	3.9%
James A. Monton 11489 Grandstone Lane Cincinnati, Ohio 45249	862,500 ⁽⁶⁾	***
Douglas M. Boyle 111 Weatherly Street Dalton, Pennsylvania, 18414	225,000 ⁽⁷⁾	***
Directors and Officers as a Group	23,136,283 ⁽³⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾⁽⁷⁾	14.2%

⁽¹⁾ Includes 7,402,046 shares and currently exercisable options to acquire 268,750 shares of Common Stock and 350,000 shares of Common Stock held by a retirement plan for Mr. Levine. Also includes 1,300,000 shares and currently exercisable warrants to acquire 7,032,495 shares of Common Stock held by First Equity Capital Securities, Inc. (FECS), of which Mr. Levine is president and owner.

⁽²⁾ Includes 11,654,795 shares of Common Stock issuable upon the conversion of convertible notes as of October 1, 2010. Chesed holds \$1,000,00 principal balance of convertible notes, which have accrued \$165,480 of interest through March 1, 2011 and convert at a conversion price of \$0.10 per share.

⁽³⁾ Includes currently exercisable options and warrants to acquire 2,281,250 shares of Common Stock.

⁽⁴⁾ Includes 3,135,104 shares and currently exercisable options and warrants to acquire 512,500 shares of Common Stock. Includes 3,050,000 shares of Common Stock held by a family trust for which Mr. Hoekstra is a trustee. Mr. Hoekstra disclaims beneficial ownership of those shares.

⁽⁵⁾ Includes 4,510,000 shares and currently exercisable options and warrants to acquire 1,750,000 shares of Common Stock.

⁽⁶⁾ Includes 675,000 shares and currently exercisable options and warrants to acquire 187,500 shares of Common Stock.

⁽⁷⁾ Includes currently exercisable options to acquire 225,000 shares of Common Stock

^(****) Less than 1 %

Certain Relationships and Related Transactions

During the three months ended March 31, 2010, the Company sold 2,450,000 shares of restricted Common Stock of the Company and issued 1,225,000 warrants to purchase Common Stock at an exercise price of \$.10 per share, at a purchase price of \$0.10 per unit (each unit consisting of one share of Common Stock and 1/2 of a warrant) pursuant to a continued Confidential Private Offering Memorandum, and received an aggregate gross amount of \$245,000. During the three months ended June 30, 2010, the terms of the private offering were revised to a sale of shares at \$0.05 per share without warrants, and as a result 1,125,000 of the warrants were canceled and an additional 1,125,000 shares of restricted Common Stock were issued in their place.

In connection with the above, the Company paid cash commissions of \$11,600 and granted 145,000 and 72,000 warrants to acquire shares of Common Stock at exercise prices of \$0.10 per share, respectively, to First Equity Capital Securities, Inc.. Kenneth R. Levine, a holder of more than five percent of the equity securities of the Company, is an officer and owner of First Equity Capital Securities, Inc. Mr. Levine also serves as business advisor to the Company's Scientific Advisory Board, and attends Board of Directors and Audit Committee meetings as non-voting participant.

During the three months ended June 30, 2010, as a result of the Company revising the terms of its private placement offering, these warrants were canceled and 250,000 warrants at an exercise price of \$.05 were issued in their place. Through October 31, 2010, the Company sold 25,830,000 shares of restricted Common Stock of the Company pursuant to the revised terms of the Confidential Private Offering Memorandum and received an aggregate gross amount of \$1,291,500. In connection, the Company incurred cash commissions of \$63,120 and granted 1,973,000 warrants to acquire shares of Common Stock at an exercise price of \$.05 to First Equity Capital Securities, Inc.

In December 2010 the Board of Directors authorized a Confidential Private Offering Memorandum of up to 30,000,000 shares at a purchase price of \$.05 per share. Through December 31, 2010, the Company sold 9,300,000 shares of restricted Common Stock of the Company pursuant to the terms of the Memorandum and received an aggregate gross amount of \$465,000. In connection, the Company incurred cash commissions of \$15,000 and granted 375,000 warrants to acquire shares of Common Stock at an exercise price of \$.05 to First Equity Capital Securities, Inc.

First Equity Capital Securities, Inc. has also been engaged by the Company to advise and support the Company and its Board of Directors on numerous issues, including but not limited to strategic business development, financial and operating issues, and legal relationships. First Equity Capital Securities, Inc. has been engaged by the Company to perform investment banking services since 2003.

EXECUTIVE COMPENSATION

SUMMARY COMPENSATION TABLE									
Name and principal position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Nonqualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)	Total (\$)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
Bernard L. Kasten Jr., M.D. Chief Executive Officer (1)	2010	2,900	-	125,000	47,375	-	-	2,102	177,377
	2009	-	-	-	17,000	-	-	-	17,000
Gary J. Beeman, Chief Executive Officer (2)	2010	38,077	-	-	43,482	-	-	2,754	84,313
	2009	25,000	-	-	-	-	-	-	25,000
Sharon M. Tahaney President, GeneWize Life Sciences, Inc. (3)	2010	175,000	-	-	32,500	-	-	4,187	211,687
	2009	91,673	-	-	32,500	-	-	1,278	125,451
Michael J. Nelson, Chief Operating Officer (4)	2010	54,808	-	-	41,250	-	-	6,989	103,047
	2009	-	-	-	-	-	-	-	-
David L. Macdonald, Interim Chief Executive Officer (5)	2010	64,000	-	-	-	-	-	-	64,000
	2009	4,000	-	-	11,000	-	-	-	15,000

¹ Dr. Kasten was appointed Chief Executive Officer on December 30, 2010. Because of the late appointment in the year, all compensation relates to service as Chairman of the Board of Directors throughout the year. Dr. Kasten's compensation as CEO is presently set at minimum wage, and includes health care benefits. No employment contract exists for Dr. Kasten.

² Mr. Beeman served as CEO from February 17, 2010 until December 30, 2010. He served until August 15, 2010 without salary, at which time his salary was set at \$165,000 per year. In 2010 Mr. Beeman received options to acquire 2,300,000 shares of common stock at an exercise price of \$.08. Of those shares, 575,000 vested in 2010.

³ Ms. Tahaney was appointed President of the GeneWize Life Sciences, Inc., a wholly-owned subsidiary of the Company, on February 17, 2010. Her employment agreement provides for a base salary of \$175,000 plus health care and vacation benefits. Her employment agreement provides for certain bonus and separation and termination provisions. Ms. Tahaney did not receive any bonus in 2009 or 2010.

⁴ Mr. Nelson served as Chief Executive Officer of the Company from May 17, 2010 until December 30, 2010. In 2010 Mr. Nelson received options to acquire 1,500,000 shares of common stock at an exercise price of \$.08. Of those shares, 375,000 vested in 2010.

⁵ Mr. Macdonald served as Chief Executive Officer of the Company from December 28, 2009 until February 17, 2010. \$28,000 of compensation payable to Mr. Macdonald remained payable at December 31, 2010. On December 28, 2009, Mr. Macdonald received fully vested options to acquire 100,000 shares of common stock at an exercise price of \$0.11 per share.

Agreements with Executive Officers

The Company has entered into a consulting agreement with Dr. Ricciardi (shareholder and officer) dated February 24, 1998. The initial term of the agreement was five (5) years. Pursuant to an agreement dated September 27, 2007, Dr. Ricciardi agreed to reduce the accrued compensation payable to him to \$90,000 as of September 30, 2007, payable when the Board of Directors of the Company determines that the Company's financial position can accommodate such payments, and to reduce the compensation payable to him for future services to be rendered pursuant to the consulting arrangement to \$30,000 per year, payable in monthly installments of \$2,500 each commencing, October 2007 and payable on the last day of each month. On January 18, 2011, Dr. Ricciardi chose to apply and convert to common stock his accrued compensation of \$90,000 to 1,800,000 shares in the Confidential Private Placement.

Sharon Tahaney, the President of GeneWize Life Sciences, Inc. ("GeneWize") entered into an employment agreement with GeneWize effective September 1, 2010. Pursuant to her employment agreement, Ms. Tahaney received an annual base salary of \$175,000, is entitled to receive annual bonuses based on GeneWize's annual revenues and is entitled to receive severance payments if she is terminated without cause. Ms. Tahaney did not receive any bonuses in 2009 or 2010.

OUTSTANDING EQUITY AWARDS AT FISCAL YEAR END

OPTION AWARDS					
Name (a)	Number of Securities Underlying Unexercised Options (#) Exercisable (b)	Number of Securities Underlying Unexercised Options (#) Unexercisable (c)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#) (d)	Option Exercise Price (\$) (e)	Option Expiration Date (f)
Bernard L. Kasten, Jr., M.D.	1,625,000			\$0.08	June 1, 2017
Bernard L. Kasten, Jr., M.D.	100,000			\$0.12	May 20, 2018
Bernard L. Kasten, Jr., M.D.		1,120,833		\$0.50	July 28, 2018
Bernard L. Kasten, Jr., M.D.	337,500	1,012,500		\$0.08	July 7, 2020
Gary J. Beeman	575,000			\$0.08	July 7, 2020
Sharon M. Tahaney	500,000	500,000		\$0.12	June 1, 2019
Michael J. Nelson	375,000				May 17, 2020
David L. Macdonald	100,000			\$0.11	December 28, 2019

DIRECTOR COMPENSATION

Directors do not receive any cash compensation for their service as directors of the Company or for attending any meetings.

DIRECTOR COMPENSATION							
Name (a)	Fees Earned (\$) (b)	Stock Awards (\$) (c)	Options Awards (\$) (d)	Non-Equity Incentive Plan Compensation (\$) (e)	Change in Pension Value and Nonqualified Deferred Compensation (\$) (f)	All Other Compensation (\$) (g)	Total (\$) (h)
Douglas M. Boyle (1)			17,250				17,250
Robert Hoekstra							0
James A. Monton (2)			11,375				11,375
Robert P. Ricciardi, Ph.D. (3)	30,000		13,000				43,000

(1) On July 7, 2010 Mr. Boyle received options to acquire 500,000 shares of Common Stock at an exercise price of \$0.08 per share, of which 125,000 options vested on July 7, 2010 and 125,000 options vest on each of July 7, 2011, July 7, 2012 and July 7, 2013.

(2) On July 7, 2010 Mr. Monton received options to acquire 350,000 shares of Common Stock at an exercise price of \$0.08 per share, of which 87,500 options vested on July 7, 2010 and 87,500 options vest on each of July 7, 2011, July 7, 2012 and July 7, 2013.

(3) On July 7, 2010 Dr. Ricciardi received options to acquire 500,000 shares of Common Stock at an exercise price of \$0.08 per share, of which 125,000 options vested on July 7, 2010 and 125,000 options vest on each of July 7, 2011, July 7, 2012 and July 7, 2013. Dr. Ricciardi also received a stipend of \$30,000 for consulting services from the Company.

Compensation Discussion and Analysis

Our compensation program for senior executives is administered by the Compensation Committee of our Board of Directors. The Compensation Committee is responsible for considering and making recommendations to the Board of Directors regarding executive compensation and is responsible for administering our stock option and executive incentive compensation plans. The Compensation Committee is committed to ensure that its compensation plan is consistent with our company goals and objectives and the long term interests of its shareholders.

Overview of Compensation Philosophy and Objectives

Our compensation programs are designed to deliver a compensation package which is competitive in attracting and retaining key executive talent in our industry. Different programs are geared to short and longer term performance with the goal of increasing shareholder value over the long term. The Compensation Committee believes that our executive compensation should encompass the following:

- help attract and retain the most qualified individuals by being competitive with compensation packages paid to persons having similar responsibilities and duties in comparable businesses;
- motivate and reward individuals who help us achieve our short term and long term objectives and thereby contribute significantly to the success of our company;

- relate to the value created for shareholders by being directly tied to our financial performance and condition and the particular executive officer's contribution; and
- reflect the qualifications, skills, experience, and responsibilities of the particular executive officer.

The Compensation Committee has approved a compensation structure for the named executive officers, determined on an individual basis, which incorporates four key components: base salary, bonuses commencing in 2010 based upon the annual performance of the Company, stock options and other benefits.

In connection with its compensation determinations, the Compensation Committee seeks the views of the Chief Executive Officer with respect to appropriate compensation levels of the other officers.

Executive Compensation Components

For the year ended December 31, 2010, the principal components of compensation for the named executive officers were annual base salary, stock options and other benefits.

Annual Base Salary

In general, base salary for each employee, including the named executive officers, is established based on the individual's job responsibilities, performance and experience; our size relative to competitors; the competitive environment; a general view as to available resources of the Company and the compensation agreed to in employment agreements with the named executive officers.

Stock Options and Stock Awards

We provide a long term incentive opportunity for each of the named executive officers through awards of stock options. Our stock option program is a long term plan designed to create a link between executive compensation and our financial performance, provide an opportunity for increased equity ownership by executives, and maintain competitive levels of total compensation.

All stock options have been granted at an exercise price equal to or above the closing market price of our common stock on the date of grant. Stock options generally vest in four equal annual installments; however, options will immediately vest in full upon a change on control of the Company. Stock options expire ten years from date of grant.

Other Benefits

- *Medical Benefits.* Our employees have a choice of coverage options under our company-sponsored group health insurance plan. Each option covers the same services and supplies but differs in the quality of provider network.
- *Life Insurance.* We maintain a basic group life insurance plan that provides for basic life and accidental death and dismemberment coverage. We pay the premiums under this plan.
- *Vacation and paid time off.* All employees are eligible for paid vacation based on years of service as well as sick and other personal time.
- *Other Perquisites.* Nutritional and skin care products are made available for certain executives and immediate family.
- *Retirement Benefits.* We have yet to establish a 401(k) plan for our employees but it is anticipated. Named executive officers would be eligible to participate in these plans on the same terms as other eligible employees, subject to any legal limits on the amount that may be contributed by executives under the plans.

Deductibility of Compensation Expenses

Pursuant to Section 162(m) under the Internal Revenue Code, certain compensation paid to executive officers in excess of \$1 million is not tax deductible, except to the extent such excess constitutes performance-based compensation. The Compensation Committee has and will continue to

carefully consider the impact of Section 162(m) when establishing incentive compensation plans and could, in certain circumstances, approve and authorize compensation that is not fully tax deductible.

Accounting and Tax Considerations

We consider the accounting implications of all aspects of our executive compensation program. Our executive compensation program is designed to achieve the most favorable accounting (and tax) treatment possible as long as doing so does not conflict with the intended plan design or program objectives.

REPORT OF COMPENSATION COMMITTEE

The Compensation Committee of our Board of Directors currently consists of Mr. Monton (Chair) and Mr. Boyle. The Compensation Committee is responsible for considering and making recommendations to the Board of Directors regarding executive compensation and is responsible for administering our stock option and executive incentive compensation plans.

The Compensation Committee has reviewed and discussed with management the Compensation Discussion and Analysis included in this report. Based on the review and discussion with management, the Compensation Committee recommended to the Board of Directors that the Compensation Discussion and Analysis be included in the Company's Annual Report on Form 10-K.

COMPENSATION COMMITTEE

James Monton (Chair)
Douglas M. Boyle

OFFICERS AND DIRECTORS

Information with respect to each of the executive officers and current directors of the Company is set forth below

Name	Age	Position
Bernard L. Kasten, Jr. M.D.	64	Executive Chairman of the Board, Director, CEO
Douglas M. Boyle	42	Director
Robert Hoekstra	61	Director
James A. Monton	64	Director
Robert P. Ricciardi, Ph.D.	64	Chief Science Officer, Secretary, Director

The nominees for director and the descriptions for each appear under the caption "Nominees for Director" beginning on page 13. The names and descriptions of any director not continuing beyond this current term are below:

Robert Hoekstra. A Director since 2007, Mr. Hoekstra is a management consultant, organizational therapist and co-founder of Team Architects, an international management and relationship skills training company. Mr. Hoekstra is a co-creator and a certified instructor for "Redirecting Corporate America," a management training course offered worldwide since 1991. Formerly, he was the V.P. of Sales for U.S. Medical and President of the Hoekstra Agency. Mr. Hoekstra graduated from Loyola University, New Orleans with a B.S. in Psychology (Cum Laude).

Audit Committee

Mr. Boyle (Chair) and Mr. Monton, who both are independent members of the Board of Directors, and Dr. Kasten, Chairman and CEO, served on the Audit Committee for the fiscal year ended December 31, 2010. The Board of Directors has determined that Mr. Boyle, a director of the Company, is the audit committee financial expert as defined in section 3(a)(58) of the Exchange Act and the related rules of the SEC, based upon his professional and educational background as set forth above in this Item 10.

Consistent with SEC policies regarding auditor independence, the Audit Committee has responsibility for appointing, setting compensation and overseeing the work of the independent auditor. In recognition of this responsibility, the Audit Committee has established a policy to pre-approve all audit and permissible non-audit services provided by the independent registered public accounting firm. Prior to engagement of the independent auditor for the next year's audit, management will submit a detailed description of the audit and permissible non-audit services expected to be rendered during that year for each of four categories of services described above to the Audit Committee for approval. In addition, management will also provide to the Audit Committee for its approval a fee proposal for the services proposed to be rendered by the independent auditor. Prior to the engagement of the independent auditor, the Audit Committee will approve both the description of audit and permissible non-audit services proposed to be rendered by the independent auditor and the budget for all such services. The fees are budgeted and the Audit Committee requires the independent registered public accounting firm and management to report actual fees versus the budget periodically throughout the year by category of service.

During the year, circumstances may arise when it may become necessary to engage the independent registered public accounting firm for additional services not contemplated in the original pre-approval. In those instances, the Audit Committee requires separate pre-approval before engaging the independent registered public accounting firm. To ensure prompt handling of unexpected matters, the Audit Committee may delegate pre-approval authority to one or more of its members. The member to whom such authority is delegated must report, for informational purposes only, any pre-approval decisions to the Audit Committee at its next scheduled meeting. The four categories of services provided by the independent registered public accounting firm are as defined in the footnotes to the fee table set forth above.

Nominating Committee

The Board of Directors has not created a standing Nominating Committee. The directors are or have been actively involved in the Company's business and all are able to contribute valuable insights into the identification of suitable candidates for nomination to the Board. As a result, the Company believes that it is in its best interest that the entire Board oversee the composition of the Board of Directors and therefore, the Company has not created a standing nominating committee of the Board. Recommendations to the Board of Directors are approved by a majority of directors. The full Board of Directors is responsible for identifying and evaluating individuals qualified to become Board members and to recommend such individuals for nomination. All candidates must possess an unquestionable commitment to high ethical standards and have a demonstrated reputation for integrity. Other facts considered include an individual's business experience, education, civic and community activities, knowledge and experience with respect to the issues impacting the biogenetic industry and public companies, as well as the ability of the individual to devote the necessary time to service as a director.

The Board of Directors does not have a formal policy with regard to the consideration of any director candidates recommended by security holders. The Board of Directors will consider candidates recommended by shareholders. All nominees will be evaluated in the same manner, regardless of whether they were recommended by the Board of Directors, or recommended by a shareholder. This will ensure that appropriate director selection continues.

Section 16(a) Beneficial Ownership Reporting Compliance.

Based solely on the Company's review of certain reports filed with the Securities and Exchange Commission pursuant to Section 16(a) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and written representations of the Company's officers and directors, the Company believes that all reports required to be filed pursuant to the 1934 Act with respect to transactions in the Company's Common Stock through December 31, 2010 were filed on a timely basis except for a Form 3 filed on behalf of Sharon Tahaney.

Code of Ethics.

The Company has adopted a code of conduct that applies to all employees, including the Company's principal executive officer, principal financial officer, principal accounting officer or controller and persons performing similar functions. A copy of the Company's code of conduct will be provided to anyone without charge upon request therefor.

Meeting of Directors

The Board of Directors met 15 times in 2010. Each director attended at least 75% of the meetings.

Communications with the Board of Directors

You may contact the Board of Directors as a group by writing to them c/o GeneLink, Inc., 317 Wekiva Springs Road, #200, Longwood, Florida 32779, Attention: Chairman. Any communications received will be forwarded to all Board members.

REPORT FROM THE AUDIT COMMITTEE

The Audit Committee is responsible for considering management's recommendation of independent certified public accountants for each fiscal year, recommending the appointment or discharge of independent accountants to the board of directors and confirming the independence of the accountants. It is also responsible for reviewing and approving the scope of the planned audit, the results of the audit and the accountants' compensation for performing such audit, reviewing the Company's audited financial statements, and reviewing and approving the Company's internal accounting controls and discussing such controls with the independent accountants.

In connection with the audit of the Company's financial statements for the year ended December 31, 2010, the Audit Committee met with representatives from Buckno, Lisicky & Company, the Company's independent auditors. The Audit Committee reviewed and discussed with the Company's financial management and financial structure, as well as the matters relating to the audit required to be discussed by Statements on Auditing Standards 61 and 90.

In addition, the Audit Committee reviewed and discussed with the Company's management the Company's audited financial statements relating to year ended December 31, 2010.

Based upon the review and discussions described above, the Audit Committee recommended to the Board of Directors that the Company's financial statements audited by Buckno, Lisicky & Company be included in the Company's Annual Report on Form 10-K for year ended December 31, 2010.

Douglas M. Boyle (Chief)
Bernard L. Kasten, Jr. M.D.
James Monton

INDEPENDENT PUBLIC ACCOUNTANTS

Buckno, Lisicky & Company was the Company's independent public accountant for 2010 and 2009.

Fees for Independent Auditors for Fiscal Years 2010 and 2009

Set forth below are the fees billed for services rendered by Buckno, Lisicky & Company in 2010 and 2009.

	<u>2010</u>	<u>2009</u>
Audit Fees	\$27,000	\$27,000
Audit-Related Fees	0	0
Tax Fees	0	0
All Other Fees	<u>4,000</u>	<u>4,000</u>
Total Fees	\$31,000	\$31,000

Audit fees consist of fees billed for professional services rendered by the Company's independent accountant for the audit of the Company's annual financial statements, review of financial statements included in quarterly reports on Form 10-Q and services that are normally provided by the independent accountant in connection with statutory and regulatory filings or engagements.

Audit Committee Pre-Approval Procedures. The Audit Committee approves the engagement of the independent auditors, and meets with the independent auditors to approve the annual scope of accounting services to be performed and the related fee estimates. It also meets with the independent auditors, on a quarterly basis, following completion of their quarterly reviews and annual audit and prior to our earnings announcements, if any, to review the results of their work. During the course of the year, the chairman has the authority to pre-approve requests for services that were not approved in the annual pre-approval process. The chairman reports any interim pre-approvals at the following quarterly meeting. At each of the meetings, management and the independent auditors update the Audit Committee with material changes to any service engagement and related fee estimates as compared to amounts previously approved. During 2010, all audit and non-audit services performed by our independent accountants were pre-approved by the Audit Committee in accordance with the foregoing procedures.

PROPOSAL I – ELECTION OF DIRECTORS

In accordance with the Company's By-Laws, the board of directors has set the number of directors at four (4) and, accordingly, four (4) directors will be elected at the Meeting. Each director elected will serve as a director until his or her successor is elected and shall have qualified. The four (4) persons named below are the Board of Directors' nominees for election as directors and each is a current director of the Company.

Management has no reason to believe that any of its nominees will be unable to serve if elected to office and, to the knowledge of management, its nominees intend to serve the entire term for which election is sought.

NOMINEES FOR DIRECTOR

Information with respect to each nominee is set forth below:

Douglas M. Boyle. Director since 2009. Mr. Boyle is currently a director of the Company. Mr. Boyle is the President of Empirical Healthcare Consulting, LLC. He has over 20 years of professional experience in the areas of finance, operations, corporate governance and business turnarounds, including over 17 years of experience in the healthcare field as a financial and operational executive. He has served in executive roles in start-up, middle market and Fortune 500 companies, where he has held the titles of Chief Executive Officer, President, Chief Operations Officer and Chief Financial Officer, prior to which he worked as a Senior Auditor for KPMG Peat Marwick. Mr. Boyle also led the national financial revenue operations for Quest Diagnostics Incorporated, and was Chief Financial Officer for Doylestown Hospital and Health Care System and MediMax Incorporated. Mr. Boyle holds an MBA from Columbia University and a BS in Accounting from the University of Scranton.

The Board of Directors concluded that Mr. Boyle is qualified and should serve, in part, because of his experience in management, finance, operations and, in particular, his expertise in corporate governance.

Dr. Bernard L. Kasten, Jr. Director since 2007. Dr. Kasten is currently the Chief Executive Officer and President, the Executive Chairman and a director of the Company. Dr. Kasten has been a scientific advisor to the Company since 1999 and a member of the Company's Advisory Committee since 2001. Dr. Kasten is a graduate of Miami University (Oxford Ohio), BA Chemistry 1967, and the Ohio State University College of Medicine MD 1971. His residency was served at the University of Miami, Florida and fellowships at the National Institutes of Health Clinical Center and National Cancer Institute, Bethesda, Maryland. Dr. Kasten is a Diplomat of the American Board of Pathology with Certification in Anatomic and Clinical Pathology with sub-specialty certification in Medical Microbiology. Dr. Kasten is an author of "Infectious Disease Handbook" 1st through 5th Editions 1994-2003 and the "Laboratory Test Handbook" 1st through 4th Editions 1984-1996 published by Lexi-Comp Inc., Hudson, Ohio. Dr. Kasten has been active with the College of American Pathologists (CAP) serving as Chairman of its Publication Committee from 1985-1993, its Management Resources Committee from 1993-1998 and its Chairman Internet Editorial Board from 1999-2003. Dr. Kasten received the College of American Pathologists Presidents Medal Awarded for Outstanding Service in 1989 and the College of American Pathologists Frank W. Hartman Award, in 1993 for Meritorious Service to the College (Founding CAP Today) the organization's highly successful monthly tabloid magazine. Dr. Kasten's professional staff appointments have included the Cleveland Clinic, Northeastern Ohio Universities College of Medicine, the Bethesda Hospitals and Quest Diagnostics. Dr. Kasten served eight years, 1996-2004, at Quest Diagnostics Incorporated [NYSE-DGX], where he was Chief Laboratory Officer; Vice-President of Business Development for Science and Medicine and Vice-President of Medical Affairs of a Quest Diagnostics wholly-owned subsidiary, MedPlus Inc. Dr. Kasten joined SIGA Technologies, Inc. [NASDAQ-SIGA] as a Board of Directors member in May 2003, and accepted the appointment as SIGA's Chief Executive Officer in July of 2004, serving through April 2006. Dr. Kasten has been Chairman of the Board of Directors of Cleveland Bio Labs Inc. [NASDAQ-CBLI] since 2006, and also serves on the Board of Directors of Enzo Biochem [NYSE-ENZ].

The Board of Directors concluded that Dr. Kasten is qualified and should serve, in part, because of his extensive leadership experience, both as an executive and board member, in publicly traded companies, including having served as the Chairman of the Board of other public companies. His

expertise includes medicine, laboratory operations, general medical and genetic science, intellectual property, regulatory compliance, and corporate governance. Dr. Kasten is also extremely qualified in view of his extensive experience in business development and strategic relationships.

James A. Monton. Director since 2009. Mr. Monton is currently a director of the Company. After graduating Magna Cum Laude from Michigan State University Honors College, Mr. Monton joined Procter & Gamble (P&G) in 1968 as a research scientist. He holds one of P&G's key beauty care patents. He led a number of successful projects including the launch of Pantene Pro V, which has become the world's largest beauty care brand. Mr. Monton worked for P&G in Europe from 1979 to 1982 where he helped lay the foundation for P&G becoming the most successful health and beauty care company in Europe. As a director in P&G's Latin American organization from 1984 to 1988, he managed projects in the health, beauty, cleaning, and food industries. Mr. Monton worked at P&G's Asian headquarters in Kobe, Japan from 1996 to 2001, leading much of P&G's Asian Beauty Care organization and serving on the China Beauty Care Management Leadership Team. From 2001 until 2005, he was a Director in P&G's External Relations Department where he led much of the company's connections with the media and outside influencers. Mr. Monton retired from P&G in 2005 where he was honored for 37 years of outstanding service. Mr. Monton currently serves on the Boards of the Northern Kentucky University's Business School and the International Business Center. He is a frequent speaker at international business seminars, guest lectures on management to MBA students, and sponsors scholarships for business students to work as interns outside the United States. Mr. Monton is a member of the Foreign Policy Leadership Council of Cincinnati and also uses his expertise to consult for companies on strategic management and organizational issues.

The Board of Directors concluded that Mr. Monton is qualified and should serve, in part, because of his experience in business development, consumer development/brand building, international expansion, and his corporate experience in beauty care.

Robert P. Ricciardi, Ph.D. Director since 1995. Dr. Ricciardi is currently the Chief Science Officer and a director of the Company. Dr. Ricciardi is the founder of GeneLink and is a Professor of Microbiology at the University of Pennsylvania, where he is a Graduate Group Chairman. He received his Ph.D. from the University of Illinois at Urbana. He was a Postdoctoral Fellow at Brandeis University and Harvard Medical School in the Department of Biological Chemistry where he was awarded Fellowships by the American Cancer Society, National Institutes of Health and the Charles A. King Trust. He developed one of the first genomic technologies, which was used widely to discover and map many hundreds of genes by identifying the proteins they encode. Most of Dr. Ricciardi's research has centered on understanding basic mechanisms of cancer. He identified one of the first gene activators from a virus that can make cells cancerous by enabling them to escape the immune system. These studies, in turn, disclosed a key mechanism that modulates NF-kappa-B, the master regulator of the immune system. Dr. Ricciardi has also developed and received patents on recombinant delivery vectors for potential use as vaccines and gene therapy. In addition, Dr. Ricciardi discovered new replication proteins from human viruses that cause cancer (KSHV) and possibly chronic fatigue (HHV-6). He is applying a rapid mechanistic assay he developed (US Patent) that is being used to screen tens of thousands of compounds from chemical libraries in order to discover therapeutics that will inhibit these and other disease related human viruses. Dr. Ricciardi has served as a consultant to Children's Hospital of Philadelphia, Smith Kline Pharmaceuticals, the NIH, and was awarded a NATO Visiting Professorship at Ferrara Medical School and has been an invitational speaker at numerous international scientific meetings and universities. He has authored nearly 100 publications.

The Board of Directors concluded that Dr. Ricciardi is qualified and should serve, in part, because of his extensive scientific knowledge and experience, particularly in the areas important to the Company – genetics and biochemistry. Dr. Ricciardi was also a co-founder of the Company dating back to 1994 and is the sole link to that phase of the Company's genesis and history. As such, Dr. Ricciardi is a valuable scientific, intellectual property and regulatory resource.

Required Vote

Directors will be elected by a plurality of the votes cast by shareholders of the Company present at the Annual Meeting in person or represented by proxy.

PROPOSAL II PROPOSED AMENDMENT TO THE ARTICLES OF INCORPORATION

On March 24, 2011, the Board of Directors adopted a resolution proposing that Article 4 of the Company's Articles of Incorporation be amended to increase the authorized shares of the Capital Stock of the Corporation from 250,000,000 shares of Common Stock, \$0.01 par value to 350,000,000 shares of Common Stock, \$0.01 par value (the "Amendment"). The Board directed that the proposed Amendment be submitted to a vote of the shareholders at the Annual Meeting.

As of March 1, 2011, 157,883,515 shares of Common Stock were issued and outstanding and 32,170,291 shares were reserved for issuance upon exercise of options or warrants or the conversion of convertible debentures. The Board of Directors believes that the flexibility provided by the Amendment to permit the Company to issue or reserve additional Common Stock, in the discretion of the Board and without the delay or expense of calling and convening a special meeting of shareholders, is in the best interests of the Company and its shareholders. Shares of Common Stock may be used for general purposes, including stock splits and stock dividends, acquisitions, possible financing activities, and other employee, executive and director benefit plans, including the 2011 Stock Option Plan. Upon approval of the proposed Amendment by the Shareholders, the Company will have authority to issue 350,000,000 shares of Common Stock. The Company has no present plans, arrangements, commitments or understanding with respect to the issuance of any of the additional shares of Common Stock that would be authorized by adoption of the Amendment, other than the reservation of 10,000,000 shares in connection with the adoption of the 2011 Stock Option Plan.

If the Amendment is not approved, the Company may not be able to issue a sufficient amount of additional shares of Common Stock or securities convertible into shares of Common Stock to raise future funds needed to operate the Company's business operations and implement its business and marketing initiatives. In such event, the only remaining option to finance the Company's operations would be to borrow funds to the extent that such financing would be available on terms acceptable to the Company. If that were unsuccessful, the Company would be forced to cease its operations.

If the Amendment were approved by the Company's shareholders, Article 4 of the Company's Articles of Incorporation would be amended and restated in its entirety to read as follows:

"4. The authorized capital stock of the Corporation shall be 350,000,000 shares of Common Stock, \$0.01 par value."

A copy of the proposed Amendment is attached as Appendix A.

The additional authorized shares of the Company's Common Stock, if and when issued, would be part of the existing class of Common Stock and would have the same rights and privileges as the shares of Common Stock presently issued and outstanding. Although the additional shares of Common Stock would not have any effect on the rights and privileges of the Company's existing shareholders, the issuance of additional shares of Common Stock, other than in connection with a stock split or stock dividend, would have the effect of diluting the voting power of existing shareholders and decreasing earnings and the book value attributable to shares presently issued and outstanding. If the Amendment is approved, in general, no further approval of the Company's shareholders will be required prior to the issuance of additional shares of Common Stock.

The availability of additional authorized but unissued shares of Common Stock may have the effect of discouraging attempts to take over control of the Company, as additional shares of Common

Stock could be issued to dilute the stock ownership and voting power of, or increase the cost to, a party seeking to obtain control of the Company.

If the Amendment is approved, it will become effective upon its filing with the Pennsylvania Secretary of the Commonwealth, which will occur as soon as reasonably practicable after approval.

Required Vote

The affirmative vote of a majority of the shares of Common Stock present in person or represented by proxy and voting at the Annual Meeting will be required to approve this proposal.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE FOR THE ADOPTION OF THIS PROPOSAL

PROPOSAL III APPROVAL OF THE 2010 STOCK OPTION PLAN

Introduction

The GeneLink, Inc. 2011 Stock Option Plan (the "Plan") is intended to attract and retain directors, officers, employees and consultants of the Company and to motivate these persons to achieve performance objectives related to the Company's overall goal of increasing shareholder value. The Board of Directors approved and adopted the Plan on March 24, 2011, and the Plan is being submitted to the shareholders of the Company for approval. If a quorum is present at the Annual Meeting, the approval of the Plan must receive the affirmative vote of a majority of the votes cast at the Annual Meeting.

The Board of Directors believes approval of the Plan by shareholders is in the Company's best interest. The principal reason for adopting the Plan is to ensure that the Company has a mechanism for long-term, equity-based incentive compensation to directors, officers, employees and consultants. The Plan is designed to comply with Rule 16b-3 under the Securities and Exchange Act of 1934, as amended, and, to the extent applicable, with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").

Summary of the Plan

The full text of the Plan is set forth at Appendix B to this Proxy Statement, and the following summary is qualified in its entirety by reference to Appendix B.

General. The Plan provides that awards may be made for ten years, and the Plan will remain in effect thereafter until all matters relating to the payment of awards and administration of the Plan have been settled.

Administration. The Plan, if approved by the shareholders of the Company, will be administered by the Board of Directors or the compensation committee of the Board of Directors (the "Committee"). The Committee has sole authority to administer and interpret the Plan. The Committee, within the terms of the Plan, selects eligible employees, directors and consultants to participate in the Plan and determines the type, amount and duration of individual awards.

Shares Available. The Plan provides that the aggregate number of shares of Common Stock that may be subject to award may not exceed 10,000,000 shares, subject to adjustment in certain circumstances to prevent dilution. The Common Stock capitalized everywhere else to be delivered under the Plan will be authorized and unissued shares. Shares underlying awards that are canceled, expired, forfeited or terminated shall, in most circumstances, again be available for the grant of additional awards within the limits provided by the Plan.

Eligibility. The Plan provides for awards to eligible employees of the Company and to non-employee directors and consultants of the Company. Because it is generally within the discretion of the Committee to determine which participants receive awards and the amount and type of award received, it is not possible at the present time to determine the amount of awards or the number of individuals to whom awards will be made under the Plan. The executive officers of the Company named in the table under the caption "Executive Compensation" herein are among the individuals who would be eligible to receive awards under the Plan.

Option Awards. Subject to the terms and provisions of the Plan, options to purchase the Common Stock of the Company may be granted to participants at any time and from time to time as shall be determined by the Committee. Such options may be "incentive stock options," as defined in Section 422 of the Code, or "non-qualified options" under the Code. Incentive stock options may only be granted to eligible employees and not to non-employee directors. The Committee will have discretion in determining the number of shares of Common Stock to be covered by each option granted to the recipient. Each grant of options under the Plan will be evidenced by an option agreement that will specify the exercise price, the duration of the option, the number of shares to which the option pertains, the percentage of the option that becomes exercisable on specified dates in the future, and such other provisions as the Committee may determine.

The initial exercise price for each option granted under the Plan will be determined by the Committee in its discretion, provided that the exercise price of any option may not be less than the fair market value of the Common Stock (as determined pursuant to the Plan) on the date of grant of the option and, in the case of any optionee who owns stock representing more than 10% of the total combined voting power of all classes of capital stock of the Company (within the meaning of Section 422(b)(6) of the Code), 110% of such fair market value with respect to any option intended to qualify as an incentive stock option.

All options granted under the Plan will expire no later than ten years from the date of grant. Subject to the limitations set forth in the Plan, any option may be exercised by payment to the Company of cash or, at the discretion of the Committee, by surrender of shares of the Company's Common Stock owned by the participant (including, if the Committee so permits, a portion of the shares as to which the option is then being exercised), or a combination of cash and such shares.

The Plan places limitations on the exercise of options that constitute incentive stock options under certain circumstances upon or after termination of employment, and also provides the Committee with the discretion to place similar limitations on the exercise of any non-qualified options. Options are nontransferable except by will or in accordance with applicable laws of descent and distribution. The granting of an option does not provide the recipient the rights of a shareholder, and such rights accrue only after the exercise of an option and the payment in full of the exercise price by the optionee for the shares being purchased.

Grants Under New Plan. No options have been granted or will be granted under the Plan prior to the approval of the Plan by the shareholders of the Company.

Effect of Change in Control. Awards under the Plan are generally subject to special provisions upon the occurrence of a "change in control" (as defined in the Plan) transaction with respect to the Company. Under the Plan, upon the occurrence of a change in control any outstanding stock options under the Plan will generally become fully vested and exercisable, unless the agreement entered into with respect to such equity award provides otherwise. Payments under awards that become subject to the excess parachute tax rules may be reduced under certain circumstances.

Amendment and Termination. The Board of Directors may, at any time and from time to time, terminate, amend, or modify some or all of the provisions of the Plan. However, without the approval of the shareholders of the Company (as may be required by the Code, by Section 16 of the Securities Exchange Act of 1934, as amended, by any national securities exchange or system on which the shares are then listed or reported, or by a regulatory body having jurisdiction with respect hereto) no such termination, amendment, or modification may: (i) materially increase the total number of shares which may be granted under the Plan, (ii) materially modify the requirements as to eligibility for participation in the Plan or (iii) materially increase the benefits accruing to participants under the Plan. No termination,

amendment or modification of the Plan may in any manner adversely affect any award previously granted under the Plan, without the written consent of the recipient.

Federal Income Tax Consequences. The following description of federal income tax consequences is based on current statutes, regulations and interpretations. The description does not address state or local income tax consequences. In addition, the description is not intended to address specific tax consequences applicable to an individual participant who receives an award under the Plan.

Incentive Options. There will not be any federal income tax consequences to either the optionee or the Company as a result of the grant of an incentive stock option under the Plan. The exercise by an optionee of an incentive stock option also will not result in any federal income tax consequences to the Company or the optionee until the employee sells the underlying stock, except that (i) an amount equal to the excess of the fair market value of the shares acquired upon exercise of the incentive stock option, determined at the time of exercise, over the amount paid for the shares by the optionee will be includable in the optionee's alternative minimum taxable income for purposes of the alternative minimum tax and (ii) the optionee may be subject to an additional excise tax if any amounts are treated as excess parachute payments, as discussed below. Special rules will apply if previously acquired shares of Common Stock are permitted to be tendered in payment of an option exercise price or if shares otherwise to be received pursuant to the exercise of such option are used for such purpose.

If the optionee disposes of the shares of Common Stock acquired upon exercise of the incentive stock option, the federal income tax consequences will depend upon how long the optionee has held the shares. If the optionee does not dispose of the shares within two years after the incentive stock option was granted, nor within one year after the incentive stock option was exercised and the shares were transferred to the optionee, then the optionee will recognize a long-term capital gain or loss. The amount of the long-term capital gain or loss will be equal to the difference between (i) the amount the optionee realized on disposition of the shares and (ii) the option price at which the optionee acquired the shares. The Company would not be entitled to any compensation expense deduction under these circumstances.

If the optionee disposes of the shares of Common Stock before both of the required holding periods have expired (a "disqualifying disposition"), then the optionee will be required to report as ordinary income, in the year the shares are disposed of an amount equal to the lesser of (1) the fair market value of the stock on the date the incentive stock option is exercised (or, for directors, officers of greater than 10% shareholders of the Company, generally the fair market value of the shares six months after the date of exercise, unless such persons file an election under Section 83(b) of the Code within 30 days of exercise) or (2) the amount realized on the disposition of the shares less the basis of the stock acquired through the exercise of the incentive stock option. The Company will be entitled to a compensation expense deduction in an amount equal to the ordinary income includable in the taxable income of the optionee (as such deduction may be limited by certain provisions of the Code). The remainder of the gain recognized on the disposition, if any, or any loss recognized on the disposition, will be treated as long-term or short-term capital gain or loss, depending on the holding period.

Non-qualified Options. Neither the optionee nor the Company incurs any federal income tax consequences as a result of the grant of a non-qualified option. However, optionee will be taxed upon grant if option has a "readily ascertainable value" (i.e. actively traded on an established market). Upon exercise of a non-qualified option, an optionee will recognize ordinary income, subject, in the case of employees, to payroll tax withholding and reporting requirements, on the "includability date" in an amount equal to the difference between (i) the fair market value of the shares purchased, determined on the includability date and (ii) the consideration paid for the shares. The includability date generally will be the date of exercise of the non-qualified option. However, the includability date for participants who are officers, directors or greater than 10% shareholders of the Company will generally occur six months later, unless such persons file an election under Section 83(b) of the Code within 30 days of the date of exercise to include as ordinary income the amount realized upon exercise of the non-qualified option. The optionee may be subject to an additional excise tax if any amounts are treated as excess parachute payments, as discussed below. Special rules will apply if previously acquired shares of Common Stock are permitted to be tendered in payment of an option exercise price or if shares otherwise to be received pursuant to the exercise of such option are used for such purpose.

At the time of a subsequent sale or disposition of any shares of Common Stock obtained upon exercise of a non-qualified option, any gain or loss will be a capital gain or loss. Such capital gain or loss will be long-term capital gain or loss if the sale or disposition occurs more than one year after the includability date and short-term capital gain or loss if the sale or disposition occurs one year or less after the includability date.

In general, the Company will be entitled to a compensation expense deduction in connection with the exercise of a non-qualified option for any amounts includable in the taxable income of the optionee as ordinary income (as such deduction may be limited by certain provisions of the Code).

Excise Tax on Parachute Payments. Section 4999 of the Code imposes an excise tax on “excess parachute payments,” as defined in Section 280G of the Code. Generally, parachute payments are payments in the nature of compensation to employees or independent contractors who are also officers, shareholders or highly-compensated individuals, where such payments are contingent on a change in ownership or control of the stock or assets of the paying corporation. In addition, the payments generally must be substantially greater in amount than the recipient’s regular annual compensation. Under Treasury Regulations finalized by the Internal Revenue Service in 2003, under certain circumstances the grant, vesting, acceleration or exercise of awards pursuant to the Plan could be treated as contingent on a change in ownership or control for purposes of determining the amount of a participant’s parachute payments.

In general, the amount of a parachute payment (some portion of which may be deemed to be an “excess parachute payment”) would be the cash or the fair market value of the property received (or to be received) less the amount paid for such property. If a participant were found to have received an excess parachute payment, he or she would be subject to a special nondeductible 20% excise tax on the amount thereof, and the Company would not be allowed to claim any deduction with respect thereto.

New Plan Benefits Table. The amount, if any, of stock options to be awarded to key employees is determined on an annual basis by the Committee and is not presently determinable.

**THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE
“FOR” THE ADOPTION OF THIS PROPOSAL**

SHAREHOLDER PROPOSALS FOR NEXT YEAR

Shareholders who intend to have a proposal considered for inclusion in the Company’s proxy materials for presentation at the 2012 Annual Meeting of Shareholders pursuant to Rule 14a-8 under the Exchange Act must submit their proposal to us at the Company’s offices at 317 Wekiva Springs Road, #200, Longwood, FL 32779, not later than December 22, 2011. The Company reserves the right to reject, rule out of order, or take other appropriate action with respect to any proposal that does not comply with Rule 14a-8 and all other applicable requirements.

HOUSEHOLDING OF ANNUAL MEETING MATERIALS

Some banks, brokers and other nominee record holders may be participating in the practice of “householding” proxy statements and annual reports. This means that only one copy of the Company’s Proxy Statement or Annual Report may have been sent to multiple shareholders in your household. The Company will promptly deliver a separate copy of either document to you if you write to the Company at 317 Wekiva Springs Road, #200, Longwood, FL 32779, attention: Chairman or call the Company at (800) 558-4363. If you want to receive separate copies of the Annual Report and Proxy Statement in the future, or if you are receiving multiple copies and would like to receive only one copy for your household, you should contact your bank, broker, or other nominee record holder, or you may contact the Company at the above address and phone number.

ANNUAL REPORT ON FORM 10-K

The Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2010, including financial statements for such period, is being mailed to shareholders with this Proxy Statement, but such report does not constitute a part of this Proxy Statement.

OTHER MATTERS

As of the date hereof, management does not intend to present, nor has it been informed that other persons intend to present, any matters for action at the Meeting, other than those specifically referred to herein. If, however, any other matters should properly come before the Meeting, it is the intention of the persons named in the proxies to vote the shares represented thereby in accordance with their best judgment on such matters.

The expenses of soliciting proxies in the form included with this Proxy Statement and the cost of preparing, assembling and mailing materials in connection with such solicitation of proxies will be borne by the Company. In addition to the use of mail, the Company's directors, executive officers and employees may solicit proxies personally or by telephone.

By Order of the Board of Directors:

/s/ Bernard L. Kasten, Jr., M.D.

Bernard L. Kasten, Jr., M.D.
Chairman of the Board

April 18, 2011

APPENDIX A

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
GENELINK, INC.

THE UNDERSIGNED BUSINESS CORPORATION, desiring to amend its Articles of Incorporation, in compliance with the requirements of Section 1915 of the Pennsylvania Business Corporation Law of 1988, hereby certifies that:

1. The name of the Corporation is:
GeneLink, Inc.
2. The address, including street and number, of the Corporation's registered office is:
c/o CT Corporation
1635 Market Street
Philadelphia, PA 19103
(Philadelphia County)
3. The statute under which the Corporation was incorporated is the Pennsylvania Business Corporation Law of 1988.
4. The date of its incorporation is: January 6, 1995
5. The amendment was adopted pursuant to Section 1914(a) of the Pennsylvania Business Corporation Law of 1988 by the Corporation's Shareholders.
6. The amendment adopted by the Corporation, set forth in full, is as follows:

Article 4 of the Corporation's Articles of Incorporation is hereby amended to read in full as follows:

4. The authorized capital stock of the Corporation shall be 350,000,000 shares of Common Stock, \$0.01 par value.

IN WITNESS WHEREOF, the undersigned Corporation has caused these Articles of Amendment to be signed by its duly authorized officer this ____ day of May, 2011.

GENELINK, INC.

By: _____
Bernard L. Kasten, Jr., M.D., Chief Executive Officer

APPENDIX B

GENELINK, INC.

2011 STOCK OPTION PLAN

1. PURPOSES OF THE PLAN

The purposes of this 2011 Stock Option Plan are to enable GeneLink, Inc. (the "Company") and its Subsidiaries to attract and retain the services of key employees and persons with managerial, professional or supervisory responsibilities, including, but not limited to, members of the Board of Directors, officers of, and consultants to, the Company and its Subsidiaries, responsible for the past and continued success of the Company and its Subsidiaries, and to provide them with increased motivation and incentive to exert their best efforts on behalf of the Company and its Subsidiaries by enlarging their personal stake in their success.

2. GENERAL PROVISIONS

2.1 Definitions

As used in the Plan:

- (a) "Act" means the Securities Exchange Act of 1934, including any and all amendments thereto.
- (b) "Board of Directors" means the Board of Directors of the Company.
- (c) "Code" means the Internal Revenue Code of 1986, including any and all amendments thereto.
- (d) "Committee" means the committee, if any, appointed by the Board of Directors from time to time to administer the Plan pursuant to Section 2.2.
- (e) "Common Stock" means the Company's Voting Common Stock, \$.01 par value.
- (f) "Company" means GeneLink, Inc., a Pennsylvania corporation.
- (g) "Fair Market Value" means, with respect to a specific date, the last reported sale price of the Common Stock in the over-the-counter market, as reported by NASDAQ if the Common Stock is trading on the NASDAQ National Market; or, if the Common Stock is listed or traded on a national securities exchange in the event that the Fair Market Value is not on the date Fair Market Value is being determined, Fair Market Value means the last reported sale price of Common Stock on such exchange; in the event that the Fair Market Value is not determinable by any of the foregoing means, then the Fair Market Value shall be determined in good faith by the Board of Directors or the Committee, as the case may be, on the basis of such methods and considerations as the Board of Directors or the Committee, as the case may be, shall deem appropriate, including, but not limited to the last sale price by the Company of its Common Stock or any securities convertible into Common Stock.
- (h) "Incentive Stock Option" means an option granted under the Plan which is intended to qualify as an incentive stock option under Section 422 of the Code.

- (i) "Non-Qualified Stock Option" means an option granted under the Plan which is not an Incentive Stock Option
- (j) "Option Event" means the date upon which beneficial ownership (determined in accordance with Rule 13d-3 under the Act) of shares of the Company's Common Stock are acquired (other than directly from the Company in exchange for cash or property) by any Person (as used in Sections 13 or 14 of the Act), other than any persons who is an officer or director of the Company on January 1, 2010, who thereby becomes the beneficial owner (as defined in Rule 13d-3 under the Act) of more than 50% of the issued and outstanding shares of the Company's Common Stock.
- (k) "Participant" means a person to whom a Stock Option has been granted under the Plan.
- (l) "Plan" means this 2011 Stock Option Plan.
- (m) "Stock Option" means an Incentive Stock Option or a Non-Qualified Stock Option granted under the Plan.
- (n) "Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of the granting of the Stock Option, each of the corporations other than the last corporation in the unbroken chain owns 50% or more of the total voting power of all classes of stock in one of the other corporations in such chain.

2.2 Administration of the Plan

- (a) The Plan shall be administered by the Board of Directors, provided, however that the Board of Directors may appoint a Committee to administer the Plan, which shall at all times consist of two (2) or more persons, each of whom shall be members of the Board of Directors. The Board of Directors may from time to time remove members from, or add members to, the Committee. Vacancies on the Committee, howsoever caused, shall be filled by the Board of Directors. The Committee shall select one of its members as Chairperson, and shall hold meetings at such times and places as it may determine.
- (b) The Board of Directors or the Committee, as the case may be, shall have the full power, subject to and within the limits of the Plan, to: (i) interpret and administer the Plan, and Stock Options granted under it; (ii) make and interpret rules and regulations for the administration of the Plan and to make changes in and revoke such rules and regulations (and in the exercise of this power, shall generally determine all questions of policy and expediency that may arise and may correct any defect, omission, or inconsistency in the Plan or any agreement evidencing the grant of any Stock Option in a manner and to the extent it shall deem necessary to make the Plan fully effective); (iii) determine those persons to whom Stock Options shall be granted and the number of Stock Options to be granted to any person; (iv) determine the terms of Stock Options granted under the Plan, consistent with the provisions of the Plan; and (v) generally, exercise such powers and perform such acts in connection with the Plan as are deemed necessary or expedient to promote the best interests of the Company. The interpretation and construction by the Board of Directors or the Committee, as the case may be, of any provision of the Plan or of any Stock Option shall be final, binding and conclusive.

- (c) The Board of Directors or the Committee, as the case may be, may act only by a majority of its members then in office; however, the Board of Directors or the Committee, as the case may be, may authorize any one (1) or more of its members or any officer of the Company to execute and deliver documents on behalf of the Board of Directors or the Committee, as the case may be.
- (d) No member of the Board of Directors or the Committee, as the case may be, shall be liable for any action taken or omitted to be taken or for any determination made by him or her in good faith with respect to the Plan, and the Company shall indemnify and hold harmless each member of the Board of Directors or the Committee, as the case may be, against any cost or expense (including counsel fees) or liability (including any sum paid in settlement of a claim with the approval of the Board of Directors or the Committee, as the case may be) arising out of any act or omission in connection with the administration or interpretation of the Plan, unless arising out of such person's own fraud or bad faith.

2.3 Effective Date

The Plan shall be effective upon approval by the shareholders of the Company.

2.4 Duration

Unless sooner terminated by the Board of Directors, the Plan shall remain in effect until May 20, 2021.

2.5 Shares Subject to the Plan

The maximum number of shares of Common Stock which may be subject to Stock Options granted under the Plan shall be 10,000,000. The maximum number of shares of Common Stock and the Stock Options shall be subject to adjustment in accordance with Section 4.1, and shares to be issued upon exercise of Stock Options may be either authorized and unissued shares of Common Stock or authorized and issued shares of Common Stock purchased or acquired by the Company for any purpose. If a Stock Option or portion thereof shall expire or is terminated, canceled or surrendered for any reason without being exercised in full, the unpurchased shares of Common Stock which were subject to such Stock Option or portion thereof shall be available for future grants of Stock Options under the Plan.

2.6 Amendments

The Plan may be suspended, terminated or reinstated, in whole or in part, at any time by the Board of Directors. The Board of Directors may from time to time make such amendments to the Plan as it may deem advisable, including, with respect to Incentive Stock Options, amendments deemed necessary or desirable to comply with Section 422 of the Code and any regulations issued thereunder; provided, however, that without the approval of the Company's shareholders no amendment shall be made which:

- (a) Increases the maximum number of shares of Common Stock which may be subject to Stock Options granted under the Plan (other than as provided in Section 4.1); or
- (b) Extends the term of the Plan; or
- (c) Increases the period during which a Stock Option may be exercised beyond ten (10) years from the date of grant; or

- (d) Otherwise materially increases the benefits accruing to Participants under the Plan; or
- (e) Materially modifies the requirements as to eligibility for participation in the Plan.

Except as otherwise provided herein, termination or amendment of the Plan shall not, without the consent of a Participant, affect such Participant's rights under any Stock Option previously granted to such Participant.

2.7 Participants and Grants

Stock Options may be granted by the Board of Directors or the Committee, as the case may be, to those persons who the Board of Directors or the Committee, as the case may be, determines have the capacity to make a substantial contribution to the success of the Company. The Board of Directors or the Committee, as the case may be, may grant Stock Options to purchase such number of shares of Common Stock (subject to the limitation of Section 2.5) as the Board of Directors or the Committee, as the case may be, may, in its sole discretion, determine. In granting Stock Options, the Board of Directors or the Committee, as the case may be, on an individual basis, may vary the number of Incentive Stock Options or Non-Qualified Stock Options as between Participants and may grant Incentive Stock Options and/or Non-Qualified Stock Options to a Participant in such amounts as the Board of Directors or the Committee, as the case may be, may determine in its sole discretion.

3. **STOCK OPTIONS**

3.1 General

All Stock Options granted under the Plan shall be evidenced by written agreements executed by the Company and the Participant to whom granted and dated as of the applicable date of grant, which agreement shall state the number of shares of Common Stock which may be purchased upon the exercise thereof and shall contain such investment representation and other terms and conditions as the Board of Directors or the Committee, as the case may be, may from time to time determine, or, in the case of Incentive Stock Options, as may be required by Section 422 of the Code, or any other applicable law. Each such grant shall be signed on behalf of the Company by a member of the Board of Directors or the Committee, as the case may be, or by an officer delegated such authority by the Board of Directors or the Committee, as the case may be.

3.2 Price

Subject to the provisions of Sections 3.6(d) and 4.1, the purchase price per share of Common Stock subject to a Stock Option shall, in no case, be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the date the Stock Option is granted.

3.3 Period

The duration or term of each Stock Option granted under the Plan shall be for such period as the Committee shall determine but in no event more than ten (10) years from the date of grant thereof.

3.4 Exercise

Subject to Section 4.4, Stock Options may be exercisable immediately upon the grant of the Stock Option or at such other time or times as the Board of Directors

or the Committee, as the case may be, shall specify when granting the Stock Option. Once exercisable, a Stock Option shall be exercisable, in whole or in part, by delivery of a written notice of exercise to the Secretary of the Company at the principal office of the Company specifying the number of whole shares of Common Stock as to which the Stock Option is then being exercised together with payment of the full purchase price for the shares being purchased upon such exercise. Until the shares of Common Stock as to which a Stock Option is exercised are issued, the Participant shall have none of the rights of a shareholder of the Company with respect to such shares.

3.5 Payment

The purchase price for shares of Common Stock as to which a Stock Option has been exercised and any amount required to be withheld, as contemplated by Section 4.3, may be paid:

- (a) In United States dollars in cash, or by check, bank draft or money order payable in United States dollars to the order of the Company; or
- (b) By the delivery by the Participant to the Company of whole shares of Common Stock having an aggregate Fair Market Value on the date of payment equal to the aggregate of the purchase price of Common Stock as to which the Stock Option is then being exercised or by the withholding of whole shares of Common Stock having such Fair Market Value upon the exercise of such Stock Option; or
- (c) By a combination of both (a) and (b) above.

The Board of Directors or the Committee, as the case may be, may, in its discretion, impose limitations, conditions and prohibitions on the use by a Participant of shares of Common Stock to pay the purchase price payable by such Participant upon the exercise of a Stock Option.

3.6 Special Rules for Incentive Stock Options

Notwithstanding any other provision of the Plan, the following provisions shall apply to Incentive Stock Options granted under the Plan:

- (a) Incentive Stock Options shall only be granted to Participants who are employees of the Company or a Subsidiary.
- (b) To the extent that the aggregate Fair Market Value of Common Stock, with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year under the Plan and any other Stock Option Plan of the Company, exceeds \$100,000, such Stock Options shall be treated as Non-Qualified Stock Options.
- (c) Any Participant who disposes of shares of Common Stock acquired upon the exercise of an Incentive Stock Option by sale or exchange either within two (2) years after the date of the grant of the Incentive Stock Option under which the shares were acquired or within one (1) year of the acquisition of such shares, shall promptly notify the Secretary of the Company at the principal office of the Company of such disposition, the amount realized, the purchase price per share paid upon exercise and the date of disposition.
- (d) No Incentive Stock Option shall be granted to a Participant who, at the time of the grant, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock either of the Company or any parent or Subsidiary of the Company, unless the purchase price of the shares of Common Stock purchasable upon

exercise of such Incentive Stock Option is at least one hundred ten percent (110%) of the Fair Market Value (at the time the Incentive Stock Option is granted) of the Common Stock and the Incentive Stock Option is not exercisable more than five (5) years from the date it is granted.

3.7 Termination of Employment or Relationship

- (a) In the event a Participant's employment by, or relationship with, the Company or its Subsidiaries shall terminate for any reason other than those reasons specified in Sections 3.7(b), (c) (d) or (e) while such Participant holds Stock Options, then all rights of any kind under any outstanding Stock Option held by such Participant which shall not have previously lapsed or terminated shall expire immediately.
- (b) If a Participant's employment by, or relationship with, the Company or its Subsidiaries shall terminate as a result of such Participant's total disability, each vested Stock Option held by such Participant (which has not previously lapsed or terminated) shall remain so exercisable by such Participant for a period of six (6) months after termination unless such Stock Option expires earlier by its terms. For purposes of the Plan, "total disability" shall mean permanent mental or physical disability as determined by the Board of Directors or the Committee, as the case may be.
- (c) In the event of the death of a Participant, each vested Stock Option held by such Participant (which has not previously lapsed or terminated) shall remain exercisable by the executor or administrator of the Participant's estate or by the person or persons to whom the deceased Participant's rights thereunder shall have passed by will or by the laws of descent or distribution for a period of six (6) months after such Participant's death unless such Stock Option expires earlier by its terms.
- (d) If a Participant's employment by the Company or a Subsidiary shall terminate by reason of such Participant's retirement in accordance with Company policies, each vested Stock Option held by such Participant at the date of termination shall remain exercisable by such Participant for a period of three (3) months after termination, unless such Stock Option expires earlier by its terms.
- (e) If a Participant's employment by the Company or a Subsidiary shall be terminated by the Company or a Subsidiary without "cause" (as determined by the Board of Directors of the Company or such Subsidiary), each vested Stock Option held by such Participant at the date of termination shall remain exercisable by such Participant for a period of three (3) months after termination, unless such Stock Option expires earlier by its terms.

3.8 Effect of Leaves of Absence

It shall not be considered a termination of employment when a Participant is on military or sick leave or such other type of leave of absence which is considered a continuing intact the employment relationship of the Participant with the Company or any of its Subsidiaries. In case of such leave of absence, the employment relationship shall be deemed to have continued until the later of (i) the date when such leave shall have lasted ninety (90) days in duration, or (ii) the date as of which the Participant's right to re-employment shall have no longer been guaranteed either by statute or contract.

3.9 Acceleration

Upon the occurrence of an Option Event, all Stock Options granted and outstanding under the Plan shall become immediately exercisable in full regardless of any terms of said Stock Option to the contrary.

4. **MISCELLANEOUS PROVISIONS**

4.1 Adjustments Upon Changes in Capitalization

In the event of changes to the outstanding shares of Common Stock of the Company through reorganization, merger, consolidation, recapitalization, reclassification, stock split-up, stock dividend, stock consolidation or otherwise, or in the event of a sale of all or substantially all of the assets of the Company, an appropriate and proportionate adjustment shall be made in the number and class of shares as to which Stock Options may be granted. A corresponding adjustment changing the number or class of shares and/or the exercise price per share of unexercised Stock Options or portions thereof which shall have been granted prior to any such change shall likewise be made. Notwithstanding the foregoing, in the case of a reorganization, merger or consolidation, or sale of all or substantially all of the assets of the Company, in lieu of adjustments as aforesaid, the Board of Directors or the Committee, as the case may be, may in its discretion accelerate the date after which a Stock Option may or may not be exercised or the stated expiration date thereof. Adjustments or changes under this Section 4.1 shall be made by the Board of Directors or the Committee, as the case may be, whose determination as to what adjustments or changes shall be made, and the extent thereof, shall be final, binding and conclusive.

4.2 Non-Transferability

No Stock Option shall be transferable except by will or the laws of descent and distribution, nor shall any Stock Option be exercisable during the Participant's lifetime by any person other than the Participant or his or her guardian or legal representative.

4.3 Withholding

The Company's obligations under the Plan shall be subject to applicable federal, state and local tax withholding requirements. Federal, state and local withholding tax due at the time of a grant or upon the exercise of any Stock Option may, in the discretion of the Board of Directors or the Committee, as the case may be, be paid in shares of Common Stock already owned by the Participant or through the withholding of shares otherwise issuable to such Participant, upon such terms and conditions as the Board of Directors or the Committee, as the case may be, shall determine. If the Participant shall fail to pay, or make arrangements satisfactory to the Board of Directors or the Committee, as the case may be, for the payment, to the Company of all such federal, state and local taxes required to be withheld by the Company, then the Company shall, to the extent permitted by law, have the right to deduct from any payment of any kind otherwise due to such Participant an amount equal to any federal, state or local taxes of any kind required to be withheld by the Company.

4.4 Compliance with Law and Approval of Regulatory Bodies

No Stock Option shall be exercisable and no shares will be delivered under the Plan except in compliance with all applicable federal and state laws and regulations including, without limitation, compliance with all federal and state securities laws and withholding tax requirements and with the rules of NASDAQ,

if the Common Stock is listed on the NASDAQ National Market, and of all domestic stock exchanges on which the Common Stock may be listed. Any share certificate issued to evidence shares for which a Stock Option is exercised may bear legends and statements the Board of Directors or the Committee, as the case may be, shall deem advisable to assure compliance with federal and state laws and regulations. No Stock Option shall be exercisable and no shares will be delivered under the Plan, until the Company has obtained the consent or approval from regulatory bodies, federal or state, having jurisdiction over such matters as the Board of Directors or the Committee, as the case may be, may deem advisable. In the case of the exercise of a Stock Option by a person or estate acquiring the right to exercise the Stock Option as a result of the death of the Participant, the Board of Directors or the Committee, as the case may be, may require reasonable evidence as to the ownership of the Stock Option and may require consents and releases of taxing authorities that it may deem advisable.

4.5 No Right to Employment

Neither the adoption of the Plan nor its operation, nor any document describing or referring to the Plan, or any part thereof, nor the granting of any Stock Options hereunder, shall confer upon any Participant under the Plan any right to continue in the employ of the Company or any Subsidiary, or shall in any way affect the right and power of the Company or any Subsidiary to terminate the employment of any Participant at any time with or without assigning a reason therefor, to the same extent as might have been done if the Plan had not been adopted.

4.6 Exclusion from Pension Computations

By acceptance of a grant of a Stock Option under the Plan, the recipient shall be deemed to agree that any income realized upon the receipt or exercise thereof or upon the disposition of the shares received upon exercise will not be taken into account as “base remuneration”, “wages”, “salary” or “compensation” in determining the amount of any contribution to or payment or any other benefit under any pension, retirement, incentive, profit-sharing or deferred compensation plan of the Company or any Subsidiary.

4.7 Abandonment of Options

A Participant or Eligible Director may at any time abandon a Stock Option prior to its expiration date. The abandonment shall be evidenced in writing, in such form as the Board of Directors or the Committee, as the case may be, may from time to time prescribe. A Participant or Eligible Director shall have no further rights with respect to any Stock Option so abandoned.

4.8 Interpretation of the Plan

Headings are given to the Sections of the Plan solely as a convenience to facilitate reference, such headings, numbering and paragraphing shall not in any case be deemed in any way material or relevant to the construction of the Plan or any provision hereof. The use of the masculine gender shall also include within its meaning the feminine. The use of the singular shall also include within its meaning the plural and vice versa.

4.9 Use of Proceeds

Funds received by the Company upon the exercise of Stock Options shall be used for the general corporate purposes of the Company.

4.10 Construction of Plan

The place of administration of the Plan shall be in the Commonwealth of Pennsylvania, and the validity, construction, interpretation, administration and effect of the Plan and of its rules and regulations, and rights relating to the Plan, shall be determined solely in accordance with the laws of the Commonwealth of Pennsylvania.

