

INTERNATIONAL FRANCHISE-PARTNER AGREEMENT

1. BASIS OF COOPERATION:

1.1. The company The Juice PLUS+® Company Ltd. (hereinafter referred to as Juice PLUS+) sells healthy nutritional food products to consumers by way of direct selling. The Juice PLUS+ distribution system consists of Franchise Partners offering the products of Juice PLUS+ by way of direct selling to consumers for purchase. The system is based on the Juice PLUS+ compensation plan. This plan determines the tasks of the Franchise Partners by their respective functional position within the distribution organization. Furthermore, the Juice PLUS+ compensation plan determines the performance requirements a Franchise Partner must fulfill in order to reach the functional positions available within the organization and to obtain the rewards for the successful fulfillment of his contractual duties.

1.2. The Franchise Partner and Juice PLUS+ will cooperate in the implementation and realisation of the Juice PLUS+ distribution system and the protection of the integrity of the system. Within this scope the Franchise Partner will carry out his activities in person as an independent, self employed businessman. This means that only a natural person can become a Franchise Partner (**In-Person Rule**). This person acts only its own name and not by a third person or under the name of a third person. Such person must observe the specific rules of the Juice PLUS+ distribution system, the Juice PLUS+ compensation plan and the guidelines issued by Juice PLUS+ (Juice PLUS+ manual and social media codex). The compensation plan and the guidelines shall form an integral part of this Agreement.

2. REGISTRATION, TASKS AND STATUS OF THE FRANCHISE PARTNER:

2.1. REGISTRATION

The contract will be deemed concluded **offline** if the Franchise Partner has sent the enclosed application form after completion of all items and signature (without modifications, additions and/or deletions) together with potential documents or self certifications to Juice PLUS+ if locally required and Juice PLUS+, at its discretion and after revision of the fulfillment of the requirements stated below, has expressly accepted the application by mail or email. The contract will only be deemed concluded **online** if the Franchise Partner has completed all items of the official online registration form published on the internet by Juice PLUS+, confirmed the terms of the contract by clicking on the respective button and sent it to Juice PLUS+, and if Juice PLUS+ has confirmed and accepted the application by email. The Juice PLUS+ manual and the compensation plan may be downloaded and printed when concluding the contract online.

2.2. MINIMUM REQUIREMENTS FOR THE CONCLUSION OF A CONTRACT

- a) The applicant must have full legal capacity.
- b) The applicant, his or her spouse/life partner and/or family members living with him or her in the same household must not have been active during the past 12 months (1 year) in a Juice PLUS+ organisation and not have sent in an application through another sponsor. In case of infringement against the In-Person-Rule (point 1.2), Juice PLUS+ is entitled to terminate this contract without notice or to restructure the downline.
- c) There must not exist any personal reasons with regard to the applicant which are contrary to the economic interests of Juice PLUS+. Mainly the applicant may not be insolvent, no insolvency proceeding may be pending and/or the applicant may not be previously convicted.
- d) The applicant must pay the Juice PLUS+ annual administrative fee set forth under number 2.6 d.

2.3. TASKS

- a) Sales activity: The Franchise Partner sells Juice PLUS+ products or promotes the collection of purchase orders (Italy) of those products among private consumers by way of direct selling. In addition, the Franchise Partner facilitates contracts for delivery to the end users' homes by way of direct selling.
- b) Setting up of a sales team: The Franchise Partner shall set up and take care of a sales team. This sales team shall exclusively be dedicated to the sale of products to end users. In this regard, the Franchise Partner shall take the marketing plan as guidance.

2.4. STATUS AND STATUS OBLIGATIONS

- a) The Franchise Partner is basically a self employed businessman who register his business with the municipal authority or the

local tax office (Spain). In Belgium, this applies in particular to the registration at Banque-Carrefour des Entreprises via "Guichet d'entreprise agréé" (http://economie.fgov.be/fr/entreprises/vie_entreprise/Creer/Guichets_entreprises_agrees/#.U9iZ9qM3Pis).

- b) The Franchise Partner shall submit to Juice PLUS+ his registration for sales tax purposes, where required.
- c) The Franchise Partner shall be responsible for fulfilling his other obligations as a businessman, in particular the payment of taxes, and for taking out insurance against his professional and personal risks (third-party liability, accident, health and disability insurance for illness or old age). He also will comply with local social security requirements in his own responsibility.
- d) In France the Franchise Partner has the status of a VDI (Vendeur à Domicile Indépendant). The Franchise Partner shall register his business with the commercial register once he has been active as a VDI for an uninterrupted period of three years and when his commissions exceed the social security contributions by 50% each year. Juice PLUS+ shall calculate the social security contributions for French distributors every three months on the basis of the quarterly sales figures of the Franchise Partner, including markups and commissions. Juice PLUS+ withholds the contributions of the Franchise Partner and calculates the share to be paid by Juice PLUS+ on the basis of the individual compensation of the Franchise Partner. Both shares are then paid by Juice PLUS+ to Unions de Recouvrement des Cotisations de Sécurité Sociale et d'Allocations Familiales (URSSAF).
- e) In Italy the Franchise-Partner's status is IVDD (Incaricato alla Vendita Diretta a Domicilio). JuicePLUS+ will calculate the income tax and social security based on the respective commissions.

2.5. DISTRIBUTION TERMS

- a) Franchise Partners may generally choose their distribution territory at their discretion in all countries opened up by Juice PLUS+, provided that Juice PLUS+ has officially launched its products in these territories. The countries and the documents related to them are published on Virtual Office. In the case of international customer contacts, the documents and forms available for the respective countries are to be used.
- b) For the distribution of products the Franchise Partner must ensure that the presentation of the products is adequate for dietetic products and dietary supplements, also through using health experts. If a form of distribution does not offer customer advice or is inadequate for the image of the products, it is not suitable for this purpose. This applies in particular to the sale on weekly markets, bazaars and Internet auctions (e.g. eBay). In order to protect its franchise system, in case of contravention Juice PLUS+ reserves the right to terminate the contractual relationship with immediate effect.
- c) Spouses, life partners and other family members living in the same household may only be active as Franchise Partners within one and the same distribution group/downline.

2.6. BEHAVIOUR WITH REGARD TO CONSUMERS, OTHER DUTIES, LICENSE

- a) The Franchise Partner must refrain from any behavior that misleads the customer about the reason of being contacted and must promptly end a sales conversation when this is desired by the customer. Without the customer's express consent the Franchise Partner shall not contact end users by telephone or email. Within the scope of his activity as a Franchise Partner, the Franchise Partner shall not pursue purposes other than his business activities (e.g. religious, political or ideological purposes).
- b) Orders, including the administration fee, exceeding an amount of GBP 200.00 (UK) or € 290.00 (Ireland) are not accepted during the first seven days from signing this contract from Franchise Partners residing in the UK or Ireland. Furthermore, the order volume of the Franchise Partner in all countries is limited to an amount of € 3,000.00 during the first 30 days after signing.
- c) The Franchise Partner shall ensure that the products distributed by him are only distributed in the product version admitted in the respective country. The Franchise Partner is not allowed to export or import products or change their labeling.
- d) The Franchise Partner shall pay to Juice PLUS+ an annual license fee in the amount of € 60.00. For this fee the Franchise Partner will receive support from Juice PLUS+ in the distribution of products and management of end users. In the event that Juice PLUS+ should not accept the application, the administration fee already paid will be refunded. After a period of one

calendar year (January 1st - December 31st), the license fee is payable again to Juice PLUS+. If the application is submitted to Juice PLUS+ after 25th of September, an additional license fee will not be payable for the following calendar year. In case of SEPA-debiting the Franchise Partner will be pre-notified 5 days before debiting. If the license fee is not settled or not settled in due time, Juice PLUS+ shall reserve the right to terminate the Franchise Partnership agreement with immediate effect.

3. ADVERTISING, SALES PROMOTION AND INTERNET:

3.1. When carrying out his contractual activities, the Franchise Partner shall introduce himself with his business title as an "independent Franchise Partner/VDI (for France).../IVDD and make sure his/her personal IVDD ID card ("Tesserino") is clearly exhibited (for Italy)" and, if any, with the position he has reached within the organization. He shall not use the company name or the Juice PLUS+ trademark or any other trademarks and product names of Juice PLUS+ unless they are used for Juice PLUS+ advertising or sales promotion measures or their use has been approved by Juice PLUS+.

3.2. When carrying out his sales activities and setting up his business, the Franchise Partner shall not make statements about the products and the sales system of Juice PLUS+ that do not correspond to those contained in the official advertising and sales promotion documents of Juice PLUS+.

3.3. The creation and commercial use of internet websites for the presentation of products and/or the distribution system shall only be permitted with Juice PLUS+'s written approval. Such websites must be created in accordance with Juice PLUS+'s specifications. In particular, in order to avoid misunderstandings, it must be ensured that the website of the Franchise Partner is not confused with the official Juice PLUS+ website.

3.4. Juice PLUS+ operates its own Juice PLUS+ websites on various social media platforms, such as Facebook, YouTube and Twitter. These websites are regularly updated. In order to avoid any confusion, the Franchise Partner is not allowed to register and/or operate his own social media websites under the name Juice PLUS+ or similar business designations, trademarks or designs/logotypes owned by Juice PLUS+, both separately or combined with another business designation. Juice PLUS+'s social media codex is part of this contract.

3.5. The domain and email addresses of the Franchise Partner must not contain the names Juice PLUS+ or any other trademarks or business designations of Juice PLUS+.

3.6. When carrying out his business activities, the Franchise Partner shall use, distribute or recommend to the members of the distribution organisation exclusively documents that have been issued by Juice PLUS+ in printed, electronic or in other form. The Franchise Partner may only use his own advertising or PR material, regardless of the form in which it is published, if such material corresponds with the samples made available by Juice PLUS+ for this purpose or has been approved in writing by Juice PLUS+. This applies in particular to the marketing plan. The information regarding reward must be transparent and must not be exaggerated. When using an individual internet website, the Franchise Partner shall place a link to the official Juice PLUS+ website and realise product sales (his shop sales) exclusively through the Juice PLUS+ website.

4. COMPETITION AND SECRECY:

4.1. The Franchise Partner shall be allowed to sell other products and services where such offers do not compete with the current product range offered by Juice PLUS+. However, it is not allowed to present or promote these offers together with the product range offered by Juice PLUS+ at the same sales or promotion events. The Franchise Partner shall inform Juice PLUS+ in writing of any such additional sales activities.

4.2. The Franchise Partner shall not induce other Juice PLUS+ Franchise Partners to sell other products or services, or otherwise promote such products or services in addition to or instead of their Juice PLUS+-business activities. This shall also apply if such offers do not compete with the products offered by Juice PLUS+.

4.3. The Franchise Partner shall maintain secrecy during and beyond the termination of this contractual relationship in respect of all information about Juice PLUS+, the other companies of the Juice PLUS+-group, the product range and distribution system of which he has obtained knowledge, unless such information is publicly accessible. This obligation shall include all data and particulars about the members of the distribution organization, whether or not these members belong to the downline set up by the Franchise Partner. Furthermore, the Franchise Partner may use such information exclusively for the purposes of Juice PLUS+.

5. COMPENSATION:

5.1. Through his distribution activities and the markup (if possible) he obtains, the Franchise Partner achieves gross retail sales which form the basis of his profit.

5.2. As compensation for setting up a distribution organisation, the Franchise Partner earns commissions and furthermore other compensation which are calculated in accordance with the compensation plan on the basis of the sales figures achieved by the members of his downline. The Franchise Partner shall review the statements remitted to him and promptly inform Juice PLUS+ of any objections. Any abuse to reach earnings by infringement against the In-Persona-Rule or the use of faked addresses will lead to the termination of the contract. In the event an instalment order goes into credit collection the Franchise Partner acknowledges and agrees that the relevant order commission will not be earned.

5.3. Due to the organizational structure of The Juice PLUS+ Company, distributors in UK, Italy, Switzerland and Denmark are asked to submit their VAT registration number - if applicable - to the company in order to receive VAT on their commission pay-out.

6. TAKING BACK OF PRODUCTS ORDERED BY CONSUMERS:

6.1. Juice PLUS+ grants consumers the statutory right of revocation within a period of 14 days starting with the delivery of products. The instruction concerning this right is printed on the customer order form. Since the products are not only sold by Juice PLUS+ but also - with the exception of Italy - by the Franchise Partner to the consumers, the Franchise Partner is obligated to apply this consumer-friendly rule also to his customers. If a customer returns products to the Franchise Partner due to the information about his right of revocation, the Franchise Partner on his part shall be entitled to return these products to Juice PLUS+. The Franchise Partner shall ensure in his own interest that the provisions contained in the instruction on the right revocation are complied with by the consumer. Juice PLUS+ is not obligated to take back products that are not returned in compliance with the provisions contained in the instruction on the right of revocation.

7. TERM AND TERMINATION OF THE AGREEMENT:

7.1. This agreement shall be entered into for an indefinite period of time.

7.2. Each party may give notice of termination of this agreement in compliance with the statutory provisions.

7.3. In addition, each party may terminate this agreement for cause with immediate effect where maintaining the contractual relationship until the next date of termination is unacceptable to a party due to the conduct of the respective other party. A warning prior to termination is not required, provided that the breach and its consequences cannot be remedied or provided that the kind and extent of the impending damage requires termination of the contractual relationship with immediate effect.

7.4. In case of termination of the agreement by the Franchise Partner Juice PLUS+ will buy back all products purchased by the Franchise Partner during the past 12 (twelve) months. In such case, the Franchise Partner will be reimbursed 90% of the net value of the original purchase price, less shipping costs. This requires, however, that the products are in an up-to-date, resalable, absolutely undamaged condition with unopened packaging. The sell-by-date of food products must still be valid for at least six months. Juice PLUS+ will deduct from the amount to be paid back to the Franchise Partner all commissions, bonuses, dis-

counts and other premiums that had been granted for the returned products.

7.5. After the termination of the contract, the Franchise Partner, his or her spouse, life partner and/or other members of his or her household may not apply for a new partnership before the expiration of a period of 12 months. In case of infringement against the In-Person-Rule (point 1.2), Juice PLUS+ is entitled to terminate this contract without notice or to restructure the downline.

7.6. Upon the termination of the contract, the distribution structure of the Franchise Partner (downline composed of customers and Franchise Partners) will be transferred to the next up-line level above him. Only in case of number 8.2. shall a different provision apply.

8. TRANSFER OF THE CONTRACTUAL LEGAL POSITION, DEATH OF THE FRANCHISE PARTNER, CHANGE OF THE SPONSORING LINE:

8.1. Juice PLUS+ shall be entitled to transfer its contractual legal position at any time to a successor company which continues its contractual business activity in the same way and subrogates to all existing rights and obligations. If the Franchise Partner does not consent to such transfer and promptly communicates this to Juice PLUS+, the contractual relationship shall end as of the next possible date of termination.

8.2. The tasks and duties of a Franchise Partner must always be carried out in person. Accordingly, the contractual relationship will end with the death of the Franchise Partner. However, Juice PLUS+ may offer an heir submitting a certificate of inheritance that he may assume the legal position of the Franchise Partner, provided that in the opinion of Juice PLUS+ the heir fulfills the necessary requirements.

8.3. A change of the sponsoring line to which the Franchise Partner was assigned due to the sponsor he designated in the registration form (cross sponsoring) is not possible. It is not permitted for Franchise Partners to induce others to change the sponsoring line.

9. STATUTE OF LIMITATION:

9.1. Any claims arising under this contractual relationship shall become statute-barred 1 year from their due date or 1 year from the date the person entitled to such claim has obtained knowledge of the facts giving rise to it, unless the party's lack of knowledge is due to gross negligence.

10. MODIFICATION OF CONTRACTUAL PROVISIONS OR GUIDELINES, WRITTEN FORM, APPLICABLE LAW, JURISDICTION:

10.1. Should Juice PLUS+ find that due to the interest of both parties in the continuance of the company or its marketing it is necessary to modify the provisions of this agreement, the compensation plan or the manual, the Franchise Partner will be informed of such modification in writing or online with due time in advance. In such letter, the Franchise Partner will be informed of the date of entry into force of such modification and of its effectiveness, unless the Franchise Partner objects to such modification in writing/by email within a period of one month from the receipt of such letter. In the event that the parties are not able to reach a mutual agreement, Juice PLUS+ and the Franchise Partner shall terminate the contractual relationship as of the next date of termination.

10.2. Individual modifications and amendments between the parties must be made in writing in order to be effective. This shall also apply to the written-form requirement itself.

10.3. Place of jurisdiction shall be the place of residence of the Franchise Partner. All claims and disputes arising from this agreement shall be governed by the law of the place of residence of the Franchise Partner.

11. FINAL PROVISIONS:

11.1. The parties to the contract confirm that this agreement, the

compensation plan the Social Media Codex and the manual are the only contractual agreements they have entered into.

11.2. In the event that any provision hereunder should be invalid, this does not affect the validity of the remaining provisions of this contract.



Juice
PLUS+

Juice Plus+®

**PARTNER RULES
OF CONDUCT**

TABLE OF CONTENTS

- 1. CORPORATE MISSION STATEMENT**
“Inspiring Healthy Living Around The World.”
- 2. INTRODUCTION**
- 3. BECOMING A JUICE PLUS+ PARTNER**
 - 3.1** Requirements to become a Partner
 - 3.2** No Purchase Requirement
 - 3.3** Annual Administration Fee
 - 3.4** One Partnership per Person
 - 3.5** Transfer of Partnership
- 4. OPERATING A JUICE PLUS+ BUSINESS**
 - 4.1** Adherence to the Rules
 - 4.2** Minors
 - 4.3** Sponsoring
 - 4.3.1** No Compensation for Sponsoring
 - 4.3.2** Training and Support
 - 4.3.3** Maintaining Lines of Sponsorship
 - 4.3.4** Inducement to Change Sponsors
 - 4.3.5** Change of Sponsorship
 - 4.4** Independent Contractor Status
 - 4.5** Business Registration
 - 4.6** Change of Personal Details
 - 4.7** Direct Selling Association
 - 4.8** International Business
- 5. RESPONSIBILITIES OF PARTNERS**
 - 5.1** Maintaining the Reputation and Image of Juice Plus+
 - 5.2** Conflict of Interest - Non-Solicitation
 - 5.3** Conduct regarding Juice Plus+ Employees
 - 5.4** Confidentiality
 - 5.5** Data Privacy
- 6. PROMOTING YOUR JUICE PLUS+ BUSINESS**
 - 6.1** Media Interviews and Media Enquiries
 - 6.2** Use of the Intellectual Property
 - 6.3** Photos, Video and Audio Recordings
 - 6.4** Paid Advertising
 - 6.5** Claims
 - 6.5.1** Product Claims
 - 6.5.2** Weight Loss and Weight Management Claims
 - 6.5.3** Use of Before and After Images
 - 6.5.4** Income and Lifestyle Claims
 - 6.6** Promotional Materials and Tools
 - 6.7** Use of Social Media or Social Networks
 - 6.8** Partner Websites
 - 6.9** Lead Generation Service Providers
 - 6.10** Retail Establishments
 - 6.11** Online Market Places and Auction Sites
- 7. COMMISSIONS AND BONUSES**
 - 7.1** Commission, Bonus Qualifications and Title Advancements
 - 7.2** Adjustment to Commission and Bonuses
 - 7.3** Qualification Buying Prohibited
- 8. PRODUCT SALES**
 - 8.1** Sales to Customers
 - 8.2** Payment
 - 8.3** Modifications to Labels and Packaging
 - 8.4** Personal Use
 - 8.5** Customer Refund Guarantee
- 9. RESIGNATION, TERMINATION AND SUCCESSION**
 - 9.1** Resignation of a Partnership
 - 9.2** Termination of a Partnership
 - 9.3** Inventory Repurchase
 - 9.4** Period of Inactivity
 - 9.5** Succession (Titles Below SSC Level)
 - 9.6** Roll-Up of a Partner’s Business
- 10. ENFORCEMENT PROCEDURE**
 - 10.1** Reports of Alleged Violations
 - 10.2** Inquiry
 - 10.3** Disciplinary Decision
- 11. MISCELLANEOUS**
 - 11.1** Rules Modifications
 - 11.2** Damages
 - 11.3** Waiver and Delay
 - 11.4** Severability
 - 11.5** Indemnification
 - 11.6** Claims Between Partners

“Inspiring Healthy Living Around The World.”

Our Core Beliefs continue to set the tone for our success. We stand on the following principles:

Longevity: Since our founding, we have focused on being good stewards of the long-term well-being of our customers, our employees, and our Partners.

Authenticity: It’s in our DNA to say what we do and do what we say in all our relationships.

Quality: We strive to deliver premium and sustainable products and services for our customers.

Community: Healthy living takes more than a healthy body; it takes a community of like-minded friends with a common purpose. We call this the Juice Plus+ Family.

Simplicity: We try to make everything as simple as possible from maintaining good nutrition to running a strong business.

Approachability: We openly share our Core Beliefs and welcome feedback on our mission, products, services and our company.

2. INTRODUCTION

Throughout this document, “Juice Plus+” or the “Company” refers to The Juice Plus+ Company.

The Juice Plus+ Rules of Conduct are an essential resource for all Partners. It defines the relationship between Juice Plus+ and its Partners, and outlines the rights and responsibilities of Partners when operating their Juice Plus+ business. The Juice Plus+ Rules of Conduct in their present form (and as amended at the sole discretion of Juice Plus+) are incorporated into, and form an integral part of, the Juice Plus+ Partner Contract and the Juice Plus+ Compensation Plan. Throughout these Juice Plus+ Rules of Conduct, when the term “Rules” is used, it collectively refers to the Partner Contract and the Juice Plus+ Compensation Plan. It is the responsibility of each Juice Plus+ Partner to read, understand, adhere to, and ensure that they are aware of, and operating under, the most current version of the Juice Plus+ Rules of Conduct. The most current version of Juice Plus+ Rules of Conduct will supersede all previous versions and can be found on the Juice Plus+ Partner Virtual Office (VO), www.juiceplusvirtualoffice.com. Juice Plus+ Partners must check their VO on a regular basis for new content, special newsletters or urgent communications. Juice Plus+ has the sole and absolute discretion to change these Rules and issue other Rules, Policies and Advisories from time to time. However, the changes and new Rules will be prospective, which means they will not be applied to past behaviour.

3. BECOMING A JUICE PLUS+ PARTNER

3.1 Requirements to become a Partner

An individual wanting to apply for a Juice Plus+ Partnership (the “Applicant”) must:

- a) Be an individual of at least 18 years and with full legal capacity
- b) Be sponsored by a Juice Plus+ Partner (“Sponsor”)
- c) Have a valid residential address in one of the countries operated by Juice Plus+
- d) Have a valid and unique email address
- e) Have a personal bank account in the country of residence
- f) Have not been sponsored by a Juice Plus+ Partner during the past 12 months
- g) Submit a properly completed Juice Plus+ Partner Contract of the country of residence

Notwithstanding the above, Juice Plus+ determines, in its sole and absolute discretion, if it accepts the Applicant or not.

3.2 No Purchase Requirement of products, materials or services

There is no required purchase to become a Juice Plus+ Partner. Sponsors may not require Applicants to purchase products or other materials or services, whether or not produced by Juice Plus+, in order to become a Juice Plus+ Partner.

3.3 Annual Administration Fee

Partners are charged an Annual Administration Fee for the Virtual Office processing and other services when they sign up as a Partner and at each anniversary date of the original Partner Contract. The Annual Administration Fee must be received from the respective Partner and may not be paid by another Partner. If the annual administration fee is not paid latest 30 days after the anniversary date of the original Partner Contract, the Partner Contract will be suspended, and all of the rights of the Partner, including the rights to receive commissions and bonuses and to sponsor new Partners, shall be placed on hold pending payment of the Annual Administration Fee. If the Annual Administration Fee is not paid within 90 days after the anniversary date of the original Partner Contract, the Partner Contract will be terminated.



3.4 One Partnership per Person

An individual may own, operate, and support only one Juice Plus+ Partnership. If an individual submits more than one Partner Contract, the first Contract received and accepted is the valid Partnership.

A partner, spouse or any person residing in the same household of a Partner may only apply to become a Partner under the same sponsor as the original Partnership or under the existing Partnership. If two Partners become spouses or partners, they will continue to operate their own individual Partnership.

Partners' children who comply with the age limit in **Rule 3.1 a)** may operate a Partnership separate and apart from the parent's Partnership genealogy only if they are not residing in the same household and do not participate actively or support in any way the parent's Partnership.

3.5 Transfer of Partnership

The transfer of any right or interest in a Partnership is not permitted without prior written consent by Juice Plus+ in its sole and absolute discretion.

The achievements of a Partner are personal to the individual, and as such, if an assignment or transfer should be authorized, the status and benefits achieved by the Partner are not necessarily transferred with the Partnership. The individual assuming responsibility may be required to achieve all qualifications for status and earning requirements after the assignment or transfer is made.

If Juice Plus+ becomes aware that any right or interest in a Partnership has been transferred without the consent of Juice Plus+, Juice Plus+ may apply sanctions to the transferred Partnership and all Partners involved.

4. OPERATING A JUICE PLUS+ BUSINESS

4.1 Adherence to the Rules

Partners must adhere to the Rules and with all local laws and regulations that pertain in any way whatsoever to their Juice Plus+ business. Juice Plus+ Partners may not encourage other Juice Plus+ Partners to violate the Rules or any laws. Actions of individuals assisting a Partner or of their immediate household which, if performed by the Partner, would violate any provision of the Rules, shall be deemed a violation by the Partner.

4.2 Minors

Partners shall not recruit or sponsor individuals under the age of majority (usually 18 years of age) in the individual's respective country.

4.3 Sponsoring

Partners have the right, but not the obligation, to enrol others to become a Juice Plus+ Partner and by providing them support and training on the products and the Juice Plus+ business to build a sales organisation. Each prospective Partner has

the ultimate right to choose their Sponsor and will be placed under the Sponsor referenced during the sign-up process.

4.3.1 No Compensation for Sponsoring

Partners do not receive any compensation for enrolling or sponsoring other Partners. The level of compensation that a Partner can earn in accordance with the Juice Plus+ Compensation Plan is only dependent from their own product sales and that of their sales organisation.

4.3.2 Training and Support

As a sponsor, the Partner must provide adequate ongoing training and support. Adequate training and support includes (but is not limited to):

- a) Teaching the Juice Plus+ Rules and sound business practices
- b) Providing training on the Juice Plus+ products and their usage
- c) Providing regular sales and organisational training, guidance, and encouragement
- d) Maintaining ongoing contact with the Sales Organisation and be available to answer questions

No Sponsor may require payment, by any means, for training and support.

Sponsors should be able to provide evidence to Juice Plus+ upon request, of their ongoing compliance with this rule. The Juice Plus+ Company reserves the right to take disciplinary action in situations where it believes the Partner has violated this rule, including demotion in status, suspension of earnings, disqualification from receiving bonuses (e.g. Business Incentive Bonus ("BIB")), and suspension or termination of the Partner Contract.

4.3.3 Maintaining Lines of Sponsorship

The relationship, maintenance and protection of the lines of sponsorship are fundamental to the Juice Plus+ business. Therefore, sponsorship changes are detrimental to the integrity of the Juice Plus+ business and only in limited cases are Sponsorship changes permitted (**see Rule 4.3.5**) and always at the sole and absolute discretion of Juice Plus+.

4.3.4 Inducement to Change Sponsors

A Partner may not encourage, solicit, induce or otherwise assist another Partner to change their Sponsor or line of Sponsorship.

4.3.5 Change of Sponsorship

A Partner who wishes to change his sponsorship must resign its Franchise Contract and comply with the Period of Inactivity (**see Rule 9.4**) before applying for a new Partnership under a new Sponsor.

4.4 Independent Contractor Status

The Partner is a self-employed independent contractor. The Contract between Juice Plus+ and its Partners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Partner. Partners shall not be treated as employees for their services or for income tax purposes. The Partner has no authority (express or implied) to bind the Company to any obligation. Each Partner shall

establish their own goals, hours, and methods of sale, so long as they comply with the terms of the Rules and applicable laws.

4.5 Business Registration

Where required under local laws, Partners will register their self-employed business operation with the local Authorities and/or the local tax office. Partners shall

submit to Juice Plus+ their business registration upon request. Partners are solely responsible for the proper reporting of their income and payment of their taxes.

4.6 Change of Personal Details

Partners should always ensure the details in their Virtual Office are true and correct. If there are changes to their personal details such as telephone number, address, bank details or e-mail, these changes must be made as soon as reasonably possible.

4.7 Direct Selling Association

The Partner must, in carrying out their Juice Plus+ business, strictly comply with the Code of Conduct established by the European Direct Selling Association (SELDIA) and the Direct Selling Association of the respective country.

4.8 International Business

A Partner may not engage in any business activity relating to Juice Plus+ in any country not yet officially opened for business by Juice Plus+. The list of open countries can be found on the Virtual Office.

5. RESPONSIBILITIES OF PARTNERS

5.1 Maintaining the Reputation and Image of Juice Plus+

Partners will, at all times, conduct themselves and their businesses in an ethical, moral, legal and financially sound manner, and will not engage in any activities which could bring disrepute on the good name or image of Juice Plus+, its products, trademarks, brand names or other Partners. In conducting their business, Partners will not engage or participate in any deceptive, fraudulent

or illegal practices, nor will they enable or encourage others to do so. Partners shall also refrain from expressing personal beliefs (e.g. religious, political or ideological purposes) that are unrelated to Juice Plus+.

Partners must refrain from disparaging, demeaning, or negative remarks about Juice Plus+, its products, other Partners, or Juice Plus+ employees.

5.2 Conflict of Interest - Non-Solicitation

- a) The Partner is allowed to promote or sell other products and services where such offers do not compete with the products, services or business opportunity offered by Juice Plus+. However, it is not allowed to present or promote these products or services together with the product or services offered by Juice Plus+.
- b) Partners at a position of SC or higher shall neither directly or indirectly, personally nor through any relationship or business entity, participate by any means in any other direct sales companies or otherwise promote or sell the products or services of such a company.
- c) Partners may not, in any manner, directly or indirectly, recruit, solicit, or sponsor any Partner or customer, to promote, sell or purchase the products or services of another direct sales company, or encourage any Partner or customer to do so.

5.3 Conduct regarding Juice Plus+ Employees

Juice Plus+ is committed to integrity and providing Juice Plus+ employees with a workplace free of discrimination and harassment. Therefore, no Partner or any person assisting them, shall engage in conduct which Juice Plus+ determines, in its sole and absolute discretion, constitutes discrimination, sexual harassment or harassment of any kind, against a Juice Plus+ employee.

5.4 Confidentiality

In order to protect the intellectual property rights and goodwill of Juice Plus+, and the business and income opportunity it offers, and in addition to any other restriction or prohibition contained in any agreement with Juice Plus+ or any applicable Rule, no Partner will during and following the resignation or termination of their contractual relationship with Juice Plus+, directly or indirectly use any information relating to the identity, contact information, sponsorship relationships or any other significant business or personal information about any Partner or customer, which was acquired or derived from such activity for any purpose other than the promotion and sale of Juice Plus+ products or operation of the Juice Plus+ business.

5.5 Data Privacy

Juice Plus+ collects processes, and shares "Personal Information" (e.g. name, mailing address, email address, telephone number, credit card and banking

information) from its customers and Partners in accordance with its Privacy Policy located at <https://www.juiceplus.com/privacy-policy>

When operating their Juice Plus+ business, Partners may receive Personal Information from Juice Plus+ about other Partners, customers, or referrals who express interest in the Juice Plus+ products or business. Partners may only use this Personal Information for the sale or promotion of the Juice Plus+ products or Juice Plus+ business. Partners may only collect, process or transmit Personal Information from individuals when promoting the Juice Plus+ products or business opportunity, such as when they collect contact and payment information from Customers to process product orders, and when they have received unambiguous consent from the individual to use his or her Personal Information. Partners must abide by the Data Processing Procedure for Partners on the VO as well as the applicable privacy and data protection laws with respect to all Personal Information obtained by individuals (from Juice Plus+ or otherwise) plus take appropriate measures to secure the Personal Information. Partners are prohibited from using, exchanging, or otherwise transferring the Personal Information they collect from their customers or other Partners with third parties, except as in connection with the Juice Plus+ business.

6. PROMOTING YOUR JUICE PLUS+ BUSINESS

6.1 Media Interviews and Media Enquiries

Partners must not solicit or respond to media enquiries regarding Juice Plus+, its products or the Juice Plus+ business. This may include but is not limited to programs aired on television, radio, podcast and printed material. Only Juice Plus+ or its designee is permitted to speak with or write to the media for, or on behalf of, Juice Plus+ or any of its subsidiaries to ensure that accurate and consistent information is provided to the public as well as a proper public image of our brands. All enquiries by any type of media must be immediately referred to the Compliance department or relevant Regional Director of the Juice Plus+ Company.

6.2 Use of the Intellectual Property

Partners may only use the Juice Plus+ Intellectual Property such as the company name, business designation, product names, trade names, trademarks and trade dress which Juice Plus+ makes available for download on the Juice Plus+ Partner Virtual Office (VO), www.juiceplusvirtualoffice.com

Partners can also make use of the Juice Plus+ Intellectual Property in the promotional material they create when in comply with the Rules of

Conduct (**see Rule 6.5**) and when such material has been expressively and previously authorised by Juice Plus+.

Use of Intellectual Property, including images of other persons and companies is prohibited, unless use is expressly authorised by the Intellectual Property owner.

6.3 Photos, Video and Audio Recordings

Partners may post audio/video material on their websites or social media platforms, such as Facebook, YouTube or Instagram, provided they comply with the Rules and all privacy laws and social media platform policies when using images or recordings of other individuals.

If the Juice Plus+ Company determines that recordings or images violate the Rules, the law, or the legal rights of others, or that it represents a risk of damage to the Juice Plus+ reputation, brand or image, The Juice Plus+ Company shall have the right (without liability) to require the removal of such images or recordings.

6.4 Paid Advertising

Partners may utilise paid advertisements in order to promote Juice Plus+ products and/or the business opportunity, except for advertisements which directly promote Juice Plus+ products and/or the business opportunity. This includes but is not limited to “online sponsored advertising”, “pay per click” or “paid search terms” for Social Media or Search Engines.

6.5 Claims

A claim is any written or verbal, direct or indirect, representation, testimonial, statement, story, image or video about Juice Plus+, the products, or the business opportunity. Claims can include simple statements about product benefits, or photos of before and after results. Claims can also describe the results obtained through Juice Plus+ business opportunity, such as income or lifestyle. In addition to the specific Claims Rules that follow, all claims must be lawful, truthful and not misleading.

6.5.1 Product Claims

Partners may share their product experience with Juice Plus+, but shall refrain from making any general or specific statements regarding the performance of a Juice Plus+ product. Partners may only make those authorised health and nutrition claims which are presented on the product labelling, product brochures, official Juice Plus+ websites or other Juice Plus+ materials as approved by the Company for the country where they are made.

- A health claim is any statement about a relationship between a Juice Plus+ product and health
- A nutrition claim is any claim which states, suggests or implies that a Juice Plus+ product has particular beneficial nutritional properties

due to the energy (calorific value) it does or does not provide, or the nutrients it does or does not contain

Partners must also refrain from making any medical claims when referring to Juice Plus+ products. It is not permitted to state or imply that the products prevent, diagnose, treat or cure any disease or medical condition. Under no circumstances should there be any statements or implications to the contrary.

Partners are also not allowed to convey the impression that Juice Plus+ products are equal to fresh fruits and vegetables. Partners may only make those product claims presented on the product labelling, product brochure, official website or other Juice Plus+ materials.

6.5.2 Weight Loss and Weight Management Claims

Weight Loss or Weight Management claims may not refer solely to the use or the performance of any Juice Plus+ product alone, including Juice Plus+ meal replacement products. Even if truthful, testimonials that individuals have lost weight should be comparable with good medical and nutritional practice.

All statements made for weight loss or weight management must relate to the substitution of one (for weight management) or two (for weight loss) of the main daily meals of an energy restricted diet with a Juice Plus+ meal replacement, adequate fluid intake, a balanced diet, exercise and appropriate rest.

No weight management representation may refer to a rate or amount of weight loss. Claims must not guarantee a certain weight loss.

6.5.3 Use of Before and After Images

Juice Plus+ regards the use of before and after images in the same way as claims. Partners should therefore ensure that they meet the requirements of all the Rule in section 6.5. The images should not exaggerate the performance of the product or weight management program and Partners must ensure that they have relevant evidence to substantiate the impression created by the images. When using an image of another person, such as a customer, Partners must make sure they have the right to use the image in accordance with **Rule 6.2**.

6.5.4 Income and Lifestyle Claims

An Income or Lifestyle Claim is any expressed or implied claim regarding a Partner's actual or potential income or lifestyle achieved through the Juice Plus+ opportunity. This may also include any images involving houses, cars, vacations, or boats. It is important that Partners provide truthful and realistic expectations about the Juice Plus+ business opportunity and do not create the impression that a certain income or lifestyle is guaranteed or easily achieved.

Any Income or Lifestyle claims made by Partners with a title of SSC or higher requires the following disclaimer statement:

"Income or Lifestyle implied is applicable to myself and not typical or average."

6.6 Promotional Materials and Tools

The Juice Plus+ Company produces and provides promotional materials and tools for Partners use when advertising and promoting their Juice Plus+ business and the Juice Plus+ products.

Partners may produce their own materials or tools, including training courses, if such materials or tools comply with the rules, included the Rules related to the Intellectual Property (**see Rule 6.2**) and are previously and expressively authorised by Juice Plus+.

The materials produced by Partners must be strictly used for the purpose of promoting and selling Juice Plus+ products, building their business, or training and motivating their own organisation. The Partner may not charge any fee or price for the produced materials or tools.

If the Juice Plus+ Company determines that materials or tools created by the Partner violate the Rules, the law, or the legal rights of others, or that it represents a risk of damage to the Juice Plus+ reputation, brand or image, Juice Plus+ shall have the right (without liability) to require the Partner to cease the use or sale of such materials or tools.

6.7 Use of Social Media or Social Networks

When using social media or social networking platforms, such as Facebook, Instagram, WhatsApp or Twitter, to promote the Juice Plus+ products and/or business opportunity, Partners:

- a) should clearly identify themselves as an "Independent Juice Plus+ Partner"
- b) may not use the Juice Plus+ trademarks as part of their e-mail address, username, group names, business pages or site names
- c) should use Juice Plus+ trademark, or any other content or material that contains The Juice Plus+ Company Intellectual Property in their websites or personal profiles provided that this complies with the **Rules 6.2** and **6.6**, and provided that such material does not create confusion and/or





could be confused with official marketing material and/or the official website (in such case it is possible to share the link to the official website)

d) may share, repost, hashtag, or link to official company posts and websites.

As well as company provided and

approved promotional images, videos and business support materials

- e)** may share their own individual story, photos and videos regarding their personal experience with Juice Plus+ in compliance with the Rules regarding Intellectual Property and Claims (see **Rules 6.2 & 6.5**)
- f)** have to comply with **Rule 5.5**, when posting, sharing or reposting stories, photos or videos of other Partners or individuals
- g)** may illustrate or market the Juice Plus+ products. However, pricing information or promotional offers may not be shown or conducted on social media platforms. All sales transactions must be made on the official Juice Plus+ company e-commerce sites.
- h)** Unsolicited commercial communications such as Spamming or Tagging are prohibited. You must ensure that you have permission to contact people and honour any requests that you may receive to cease contact
- i)** not perform sales or recruiting activities on public sites, such as: public forums, groups, message-boards, blogs or comment-sections are not allowed. If someone expresses interest in the Juice Plus+ products or business opportunity, you should follow up privately via personal communication or closed environments (friends/followers) in order to collect the data/details for the order of the products
- j)** should not post derogatory or negative comments about other persons, companies, or products of other companies
- k)** must comply with all privacy laws and social media platforms' policies terms of use, terms and conditions, guidelines or other similar terms.
- l)** The Juice Plus+ Company reserves the right to be included as an official administrator of any social media group used to promote the Juice Plus+ products and/or business opportunity. Juice Plus+ Partners agree to add the designated corporate employees upon our request. In addition, once a Facebook Group size exceeds 100 members the group must be disclosed to the JP+ Compliance team by sending a link to the group & your group's name to Compliance.UK@juiceplus.com.

The Juice Plus+ Company reserves the right to determine, in its sole and absolute discretion, if posts, recordings or images violate the Rules or harm Juice Plus+ reputation or image, and reserves the right (without liability) to require the removal of any such posts, images or recordings.

6.8 Partner Websites

Juice Plus+ provides each Partner with an official personalised Juice Plus+ Partner Website. If Partners wish to create their own Website (Private Website), they have to comply with the following rules:

- a)** Partners may not use Juice Plus+ Intellectual Property as defined in **Rule 6.2** in their website domain name (URL), titles for any pages (including, but not limited to the home page) or Meta data and image tags
- b)** The private website may not contain the Company's trademarks or other copyrighted content, material and may not contain information on the company, its products or its business, unless it's related to material or promotional tools that are in compliance with the Rules of Conduct. However, Partners shall not create misleading material that could be confused with Juice Plus+ official marketing material and website (see **Rules 6.2 and 6.6**)
- c)** Partners can apply for a link/banner ad to their official Juice Plus+ Partner Website by approval from The Juice Plus+ Company. Any other references on their private website, directly or indirectly, to Juice Plus+ products or business opportunity is a violation of the rules
- d)** Sales transaction may not be conducted on any private website. All sales transactions must be conducted using official Juice Plus+ company e-commerce sites
- e)** Partners must post on their private website in a prominent location, a "Privacy Statement" that informs visitors whether or not personal information is being collected about them, how such information will be used and how they may, at any time, request that their personal information is removed from further use.

6.9 Lead Generation Service Providers

Partners that purchase, or use leads (such as email addresses) from a third-party vendor or service provider must verify that the lead obtained from such provider has been properly obtained and that the lead has provided a clear consent ("Opt-in") to receive commercial messages for the purpose where the Partner intends to contact the identified lead. It is the Partner's responsibility to know and abide by the applicable privacy laws and to determine that those with whom they do business do so as well. When using the Lead Generation services, the actions or omissions of the vendor or service provider will be considered actions or omissions of the Partner for purposes of

compliance with the Rules. Partners are prohibited from selling leads (such as customer data) or earn any compensation directly or indirectly for referrals leading to sales of leads.

6.10 Retail Establishments

Juice Plus+ strongly encourages the promotion and sale of its products through person-to-person contact and through the company's official e-commerce website. In an effort to reinforce this method of marketing and to help provide a standard of fairness Partners are not allowed to sell products through retail establishments. Partners, with the prior consent of the retail establishment, may place official company produced promotional materials within the establishment.

6.11 Online Market Places and Auction Sites

Sales of Juice Plus+ products on the Internet shall be done exclusively through the Juice Plus+ e-commerce platforms. Therefore, Partners may not directly or indirectly through any intermediary offer or facilitate the offering of Juice Plus+ products for sale on the Internet, through a commercial e-commerce or auction website, online marketplace, or any other sites determined by Juice Plus+ to have a sales focus.

7. COMMISSIONS AND BONUSES

7.1 Commission, Bonus Qualifications and Title Advancements

To qualify for monthly Commissions, Bonuses or title advancements, Partner's must successfully meet product sales requirements that are fully defined in the Juice Plus+ Compensation Plan, which can be found on the Juice Plus+ Partner Virtual Office (VO), www.juiceplusvirtualoffice.com.

The Juice Plus+ Compensation Plan requirements include, but are not limited to, the successful sales of the products to end customers and that the relevant order instalment payment by end customer is fully received by Juice Plus+.

7.2 Adjustment to Commission and Bonuses

Partners receive Commissions or Bonuses based on the actual successful sales of products to end customers. When a product is returned to Juice Plus+ for a refund, the relevant order instalment payment is not received by Juice Plus+ or the product is repurchased by the company, Juice Plus+ will deduct or withhold the amount of Commissions and Bonuses and any other earnings or benefits paid on the returned products from the appropriate Partners, and adjust qualifications as necessary.

7.3 Qualification Buying Prohibited

Products are intended to be sold and distributed to customers or used for Partners' own personal consumption. The purchase of products primarily

as an attempt to qualify for compensation or advancement in the Compensation Plan is not permitted.

Such practices include, but are not limited to:

- a) Enrolment of individuals or entities without the knowledge of and/or execution of a Partner contract by such individuals
- b) Enrolment or attempted enrolment of non-existent individuals as Partners or Customers
- c) Paying for or providing financial assistance to Partners or Customers for the purpose of pay-outs
- d) Violating **Rule 3.4**
- e) Purchasing Juice Plus+ products on behalf of another Partner, or under another Partner
- f) Purchasing more products than a Partner and his or her family can reasonably consume in a month (**see Rule 8.4**)

Any such attempts will result in severe sanctions, including, but not limited to, demotion, suspension of buying privileges, suspension of earnings, disqualification from bonus participation, and deletion or termination of the Partner contract.

8. PRODUCT SALES

8.1 Sales to Customers

- a) Partners may only sell and distribute Juice Plus+ products to end customers
- b) Partners may not sell or otherwise provide Juice Plus+ products to non-Partners for the purposes of resale, nor may not sell to a non-Partner any quantity of Juice Plus+ products greater than that generally purchased by an individual for personal use.

8.2 Payment

Payment for all orders purchased from Juice Plus+ must be made by the individual designated as Purchaser, unless specific written approval is given to Juice Plus+ for payment to be made by another individual. If written approval is given, it is for a specific order only and all subsequent orders will have the above Rules applied.

Partners may not pay for orders in a customer's name or in the name of another Partner. Attempts to purchase products in a customer's or Partners name could be interpreted as attempts to improperly advance in the Compensation Plan.

8.3 Modifications to Labels and Packaging

It is not allowed to delete, add, modify, tamper with, or alter any labels, literature, material, or packaging of Juice Plus+ products.

8.4 Personal Use

Partners may buy a reasonable amount of assorted products per month for their personal and their immediate families' own personal consumption.

Orders for personal use must be placed directly with Juice Plus+ and paid by the Partner.

8.5 Customer Refund Guarantee

The Juice Plus+ Company offers a customer satisfaction guarantee for a period of thirty (30) days as of the date the products are shipped. The refund will be made once the returned product has arrived at Juice Plus+ and has been processed. Partners must ensure that the customer refund guarantee is thoroughly and properly understood and applied. When a customer requests the guarantee to be honoured, the Partner must respond quickly and redirect the customer to the Juice Plus+ Customer Portal.

9. RESIGNATION, TERMINATION AND SUCCESSION

9.1 Resignation of a Partnership

A partner may resign their Partnership at any time, by submitting a notice of resignation in writing by post or email sent to The Juice Plus+ Company. If Juice Plus+ does not receive the written resignation notice or the conditions are not met, then the Partner is still deemed to be a Partner until deleted by Juice Plus+.

9.2 Termination of a Partnership

Juice Plus+ may, in its sole and absolute discretion, terminate the Partner contract if a Partner violates the Rules.

The termination is effective on the date declared in The Juice Plus+ Company's written notification to the Partner. The notification may be sent by letter or email. Upon termination, the Partner will have no claim against Juice Plus+ as a result of the termination.

A terminated Partner may no longer:

- a) Conduct business as a Juice Plus+ Partner
- b) Represent himself as a Juice Plus+ Partner
- c) Use the Juice Plus+ trade names, logos, trademarks and other intellectual property
- d) Attend Juice Plus+ trainings, meetings, social events or promotions, even as a spouse or guest of a Partner

9.3 Inventory Repurchase

A Partner who resigns his Partner Contract may return unopened, unused and resalable products and sales materials that were purchased from Juice Plus+ within the last 12 months. Reimbursement to the Partner will be issued for the full amount paid for the returned product by the Partner less appropriate set offs and legal claims.

9.4 Period of Inactivity

Any Partner who resigns, has been terminated or

who relinquishes their Partner contract due to non-payment of the Annual Administration Fee (see Rule 3.3) may apply for new Contract after the indicated inactivity period of 12 months. However a Partner or Partner Plus+ who has not personally sponsored another Partner, may apply for a new Juice Plus+ Contract after an inactivity period of at least six (6) months.

The period of inactivity is defined as 'no promotion or sales of Juice Plus+ products or business opportunity, no entitlement to earnings or bonuses, no sponsoring, no attendance at any Juice Plus+ event, no participation in any kind of Partner activity, and no operation of any other Juice Plus+ business.

Juice Plus+ reserves the right to reject any reapplication, without having to provide justification for such rejection.

9.5 Succession (Titles below SSC level)

The rights and obligations of a Partner are carried out as an individual and in their own name. Accordingly, the contractual relationship ends with the death of the Partner. However, upon the death of a Partner, the deceased's Partnership may be transferred to an heir, subject to applicable laws, the Juice Plus+ Rules, and with Juice Plus+'s approval and acceptance in its sole discretion.

The heir must provide adequate legal documentation, including indemnities and assurances satisfactory to Juice Plus+ in its sole discretion regarding their legal rights as heir, such as a copy of the original death certificate and a notarised copy of the will or other instrument establishing the heir's rights. If a succession is contested, and the Partner Contract is not transferred within six calendar months from the date of the Partner's death, or if the rightful heir does not complete all of the requirements listed below within such six calendar months' period, the Partner Contract shall be terminated. Any commission or bonuses that had accrued on the deceased Partner's Contract will be passed to the rightful heir. If a Partner dies and a legal heir does not contact The Juice Plus+ Company, the Partner Contract shall be terminated. An inherited Partnership may be transferred to the rightful heir, provided the following conditions are fulfilled:

9.5.1 Deceased Partner is below SSC

- a) The heir must comply with all the requirements of **Rule 3.1** including the submission of a completed Partner Contract
- b) If the heir is a Partner, the lineage relationship between the heir's existing Partnership and the inherited Partnership must be in the same line
- c) The heir must meet all of the qualifications for the deceased Partner's status



9.5.2 The deceased Partner is SSC or above

- a) The heir must have sufficient experience and expertise in the Juice Plus+ business
- b) The heir must have and show a complete and accurate understanding of the Rules, the Juice Plus+ Compensation Plan and the Juice Plus+'s products
- c) The heir has the ability and willingness to engage actively in the business operations generally expected of a sponsor
- d) The heir is not and has not been involved in any activities or circumstances that would render the individual unsuitable for an active leadership role in the Juice Plus+ business
- e) The heir has submitted to The Juice Plus+ Company a completed Partner Contract

Juice Plus+ may require the heir to fully re-qualify at each of the Senior Sales Coordinator (SSC), Qualifying National Marketing Director (QNMD), and NMD or higher levels (i.e. reduced to SC or QNMD status) before being entitled to the recognition, status, and financial rewards of a SSC, QNMD, or NMD, EMD, IMD, PMD, PMD Plus+ level.

9.6 Roll-Up of a Partner's Business

Upon the termination of the Partner contract, the Customers and Genealogy (downline) structure of the Partner will be transferred to the next up-line level above them. The Juice Plus+ Company reserves the right: not to roll up a Partners business, or delay a roll-up in contested cases, in cases where the beneficiary of the roll-up is not suitable for the best interest of supporting the remaining downline or currently not in compliance with the Juice Plus+ Rules.

10. ENFORCEMENT PROCEDURE

The Rules are in place to protect the Juice Plus+ Company and its Partners and provide standards by which Partners will perform their activities in protecting and promoting Juice Plus+'s values and integrity. Since each Partner contributes to the overall reputation of Juice Plus+, it is critically important that each Partner maintains high standards of legal and ethical conduct by complying with the Rules. Violations of the Rules can have a significant negative impact on the business operations of Juice Plus+ and the Partners and negatively influence the opinion of regulators, the media or the public about Juice Plus+, its products and Partners. Therefore, any Partner who violates any of the provisions of the Rules shall be subject to appropriate disciplinary action, including, when appropriate, termination of the contract. Partners are obliged to disclose their status. The lack of transparency on their identity and on the benefits obtainable from the consumption of Juice Plus+ products is considered a serious violation of the Rules of Conduct and is punishable by more severe measures, such as the suspension or termination of

the Partner position.

The Enforcement Procedure sets out the steps and actions that will be taken in response to alleged misconduct or violations of the Rules by Partners. Partners are obliged to disclose their status. The lack of transparency on their identity and on the benefits obtainable from the consumption of Juice Plus+ products is considered a serious violation of the Rules of Conduct and is punishable by more severe measures, such as the suspension or termination of the Partner position.

10.1 Reports of Alleged Violations

Partners are strongly encouraged to promptly report alleged violations of the Rules to the Juice Plus+ Compliance Team. Juice Plus+ generally will only act on violations occurring within the last twelve (12) months from the date reported to the Company but reserves the right to conduct an inquiry at any time. Juice Plus+'s enforcement of the Rules shall not create liability to pay compensation for loss of profits or goodwill, or any consequential damages.

10.2 Inquiry

If Juice Plus+ determines, in its sole and absolute discretion, that there is sufficient information to support an allegation, Juice Plus+ will contact the Partner who is the subject of the complaint to permit the Partner an opportunity to respond. In certain circumstances, it may be necessary to place restrictions on a Partnership while an inquiry is in process. Restrictions may include a prohibition from attending Juice Plus+ events and suspension or denial of purchasing products; Payment of Commissions or Bonuses; the right to represent oneself as a Juice Plus+ Partner.

10.3 Disciplinary Decision

The Company will principally attempt to counsel and educate the Partner as to appropriate ethical business practices. However, more severe measures may be required in more serious cases. Juice Plus+ shall have sole and absolute discretion to determine the appropriate disciplinary measure or sanction based on the nature of the violation and consequence that resulted or could result, including:

- a) Issuance of a written warning or admonition
- b) Requiring the Partner to take immediate corrective measures, including but not limited to cease and desist of actions
- c) Suspension of all Partner rights and privileges; when a Contract is suspended the Partner may temporarily be prohibited from placing orders, registering for corporate events, obtaining other Partner rewards and locked out from using the Virtual Office (VO). All functions will be restored once the Contract is removed from suspension
- d) Monetary sanctions
- e) Obligation to reimburse Juice Plus+ for any compensation received from non-compliant

activities and legal fees

- f) The right to withhold all or part of the Partner's Incentive Bonuses and/or Monthly Commissions and Bonuses payment
- g) Any other measure expressly allowed within any provision of the Partner contract or which The Juice Plus+ Company deems practicable to implement and appropriate to equitably resolve damages caused by the Partner's Rules violation
- h) In cases of infringement against the Rule restructure any downline genealogy as it deems appropriate
- i) Partners are obliged to disclose their status. The lack of transparency on their identity and on the benefits obtainable from the consumption of Juice Plus+ products is considered a serious violation of the Rules of Conduct and is punishable by more severe measures, such as the suspension or termination of the Partner position.

In the event a Partner's Contract is terminated for disciplinary reasons, the Partner will not be entitled to recover any commissions and bonuses withheld during the investigation period. If Juice Plus+ concludes that other Partners assisted, encouraged or were party to the violations, Juice Plus+ also may hold such Partners responsible for the violations.

11. MISCELLANEOUS

11.1 Rules Modifications

The Company expressly reserves the right to make any modifications to the Rules by publication on the Company's websites or any other channels of communication. The Partner agrees that after such publication, any modification becomes effective and is automatically incorporated into the contract between the Partner and the Company as an effective and binding provision. By continuing to act as a Partner, engaging in any Business Activity, or accepting any Commission or Bonus after the modifications have become effective, the Partner acknowledge acceptance of the new Rules.

11.2 Damages

To the fullest extent allowed by applicable law, neither Juice Plus+ nor Partner shall be liable to the other for any incidental, consequential, special, and exemplary or punitive damages under any legal or equitable theory, regardless of whether the possibility of such damages is known by either party.

11.3 Waiver and Delay

No failure, refusal or neglect of Juice Plus+ to exercise any right, power or option under the Rules shall constitute a waiver of the provisions or a waiver by Juice Plus+ of its rights at any time under the Rules.

11.4 Severability

If any provision of the Rules, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Rules. Further, there shall be added automatically as part of the Rules a provision as similar as possible to the severed provision that would be legal, valid, and enforceable.

11.5 Indemnification

Partner will indemnify, defend, and hold Juice Plus+ harmless from any suit, action, demand, prosecution or claim, including all costs, liabilities and damages, relating to or arising from Partner's breach of the Rules or the conduct of Partner's Juice Plus+ business. Juice Plus+ may, among other things, offset amounts it owes to a Partner to satisfy any obligations arising under this indemnity.

11.6 Claims between Partners

Juice Plus+ shall not be liable to any Partner for any cost, loss, damage, or expense suffered by any Partner directly or indirectly as a result of any act, omission, representation, or statement by another Partner.

