



ISAGENIX (EU) B.V. RULES OF MEMBERSHIP

Isagenix Independent Associate Rules of Membership Belgium

Effective 1 September 2020

SECTION 1. RULES OF MEMBERSHIP

As used in these Rules of Membership (“Rules”), the terms “you”, “your”, and “Associate” refer to Isagenix Independent Associates, individually or collectively, depending on the context.

1.1 Becoming an Isagenix Independent Associate.

To be eligible to become an Isagenix Independent Associate, you must: **(a)** be at least 18 years old, **(b)** have a physical address in the country of enrolment, **(c)** submit a complete, legible, unaltered and valid application that includes valid and accurate contact information, **(d)** review and, as may be required, accept all required materials and documents, including the Isagenix Privacy Policy, the Terms and Conditions of the Independent Associate Application and Agreement (“Terms and Conditions”), the Isagenix Compensation Plan and these Rules, **(e)** complete any training as may be required by Isagenix; **(f)** pay the membership fee or purchase an Associate Support System, as applicable; **(g)** not hold, or have previously held any interest in an Isagenix Position (directly or indirectly through a family member, business entity or otherwise) within the twelve (12) month period immediately prior to this registration unless you have met the reenrolment criteria in Section 2.6.

Isagenix will not be responsible for any delay, loss or forfeiture of any payments held pending completion of the application and enrolment process.

Isagenix Customers may apply to become an Associate at any time in order to participate in the Compensation Plan. These persons remain eligible to purchase Isagenix Products at the prices dictated by the Customer Membership Type elected upon enrolling as a Customer. In addition, the person may retain his/her current Position so long as he/she makes the election within 24 months after becoming a Customer. If a Customer elects to become an Associate after 24 months, he/she may enrol at the bottom of his/her current leg with his/her current Enrolling Sponsor. Upon becoming an Associate, the person will then be eligible to receive compensation under the Compensation Plan.

Associates who choose not to create a Customer Membership Account will pay a Membership application fee that is charged annually and may purchase Isagenix Products directly from Isagenix at the same prices as Preferred Customers.

1.2 Accurate Information.

You may not enrol or help anyone else enrol with false, inaccurate, fabricated, misleading or incomplete information. It is your responsibility to inform Isagenix of any changes to your contact or other personal information. Isagenix will not be responsible for delays and possible loss or forfeiture of Compensation that would otherwise be payable to individuals who have provided false, inaccurate, fabricated, misleading or incomplete information. Isagenix reserves the right to void or delay any enrolment, including voiding pending orders and payments, pending validation of account information. Isagenix may terminate any Position that is being operated by any person other than the person(s) named in the Terms and Condition or the related Isagenix Account.

1.3 No More Than One Position.

You may not have a financial interest or any other interest in more than one Position, including participation in the building of or ordering Products through such Position, even when that Position is held by a separate business entity or another person, except in limited circumstances (such as Re-Entry Positions) as officially designated and approved in writing by Isagenix. If you are found working or assisting with work regarding a Position in someone else’s name, such Positions may be terminated and the waiting periods in Section 2.6 will apply from the Position’s most recent activity.

1.4 Spouses.

Spouses may hold separate Positions, provided that they are in the same Line of Sponsorship and one spouse directly sponsors the other (except in cases where each spouse owned a Position prior to being married). Each spouse agrees that the actions of one spouse may be attributed to the other spouse and may result in corrective action against both spouses.

1.5 Re-Entry Positions.

Executives who meet the qualifications set forth in the Request for Re-Entry Position form may request one or more additional Positions, known as a Re-Entry Position. Because the grant of a Re-Entry Position is a privilege, Isagenix may impose additional requirements or withhold approval of any such request, and may terminate any Re-Entry Position at any time at its sole discretion. Isagenix may also amend or discontinue the Re-Entry Programme at any time at its sole discretion. (Please refer to the Compensation Plan, Request for Re-Entry Position for additional details and information.)

1.6 Other Special Programmes.

From time to time, Isagenix may implement other special programmes where Associates who meet the necessary qualifications can apply to operate additional Positions. Isagenix may refuse approval and/or amend or discontinue these programmes at any time at its sole discretion.

1.7 Business Entities and Trusts.

After your enrolment as an Associate, you may request to operate your Position as:

- a. a business entity – of which you are the authorised representative and such entity is in good standing in the country of incorporation; or
- b. a trust that is established in accordance with Isagenix requirements.

You may make such requests by providing a written request to Isagenix. The request must include: **(1)** a valid company registration number **(2)** a letter from a Company Director authorising you to act on the behalf of the company. Even if you successfully add an entity to your account, ultimate ownership of and responsibility for the account will remain with you. Isagenix may refuse any request or application or terminate any trust or entity account at its sole discretion.

Note: You may not use this provision to circumvent any condition of eligibility, including without limitation Section 1.3 prohibiting more than one Position per person and the re-enrolment provisions of Section 2.6.

1.8 Independent Contractor.

Isagenix Independent Associates, in whatever form, are independent contractors. You acknowledge and agree that you are not an agent, employee, legal representative or franchisee of Isagenix, your Sponsor(s), or any other Independent Associate. You are personally liable for any taxes or duties required by law, including but not limited to income tax, national insurance contributions and the proper collection and payment of VAT on sales and commissions. You will keep all such proper records as are necessary to ensure the proper assessment and payment of any such taxes and/or duties. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products and services available through and by Isagenix on your own accord. You have complete freedom in determining the number of hours you will devote to your business, and you have the sole discretion of scheduling such hours. Isagenix will not provide you with a place of business, and if you wish to have a place of business other than or in addition to your own residence, you will be responsible for procuring, furnishing, equipping and paying for such place of business. As a self-employed independent contractor you will abide by all rules, regulations, laws, and ordinances that are applicable to the operation of your Isagenix business as an Associate. Depending on your country of residence, you will, in operating your Isagenix business as an Associate, comply with the General Terms and Conditions of the Dutch Direct Selling Association (Algemene Voorwaarden van de Vereniging Directe Verkoop) as issued on 1 October 2015, (www.directeverkoop.nl).

1.9 Annual Renewal.

You must renew your membership annually by paying the applicable renewal fee, plus taxes, by the anniversary date of your enrolment (“Renewal Date”). If you fail to renew by the Renewal Date, whether intentionally or not, you may forfeit your Position, compensation and other benefits associated with your membership. Automatic Renewal Charge: For your convenience, if you place an order with your personal credit card within ninety (90) days prior to your renewal date, Isagenix will automatically renew your membership by charging the applicable renewal fee (plus tax) to the same credit card, provided it is your current method of payment on file at the time the fee is charged. Renewal fees will be charged approximately 5-7 days prior to your renewal date. If you do not wish to participate in this automatic renewal, you may opt out by contacting Customer Care. The contact details are: for Belgium: 0 800 26 249 or CustomerServiceBE@IsagenixCorp.com.

1.10 Becoming an International Sponsor.

If you wish to enrol Members outside your Home Region and earn compensation based on the sale of Isagenix Products in those Regions, you must become an Associate with International Sponsorship by submitting a fully completed and executed International Sponsorship Application and Agreement (“ISAA”) and paying the applicable application fee, which must be paid upon submission and each year after. If you choose to become an Associate with International Sponsorship, you must abide by the ISAA, the Privacy Policy, the Terms and Conditions, the Compensation Plan, and the local laws and regulations applicable to each country in which you operate.

SECTION 2. UNDERSTANDING YOUR ISAGENIX POSITION

2.1 Placement of Your Isagenix Position.

When you become an Associate, you will occupy a Position in your Enrolling Sponsor’s Team Placement Tree in accordance with the Compensation Plan. The person who enrolled you with Isagenix is your Enrolling Sponsor; the person who occupies the Position immediately above you is your Placement Sponsor (the Enrolling Sponsor and the Placement Sponsor may be the same person). Isagenix will generally recognise the Enrolling Sponsor and Placement Sponsor designated on your application, but may re-designate either Sponsor in the event of a dispute. (Although Customers are also assigned Positions in the applicable Marketing Organisation for tracking purposes, they do not have any Retail Business Centres and are not eligible to earn commissions unless they become an Associate.)

2.2 Change of Sponsorship or Placement.

To protect the integrity of the Compensation Plan and to discourage unethical crossrecruiting practices, Isagenix does not allow sponsorship or placement changes, except in very limited, unique and exceptional circumstances. Any request to change sponsorship or placement must be made in writing and sent directly to Isagenix via email to Placements@IsagenixCorp.com. The request will initially be reviewed by Sales and if it is found to warrant further action, will be sent to the Field Relations Board (“FRB”) for consideration. The request may be denied at Isagenix sole discretion.

2.3 Modifying or Selling Your Position.

You must notify Isagenix prior to any modifications to the ownership of your Position. Isagenix may, at its sole discretion, approve or disapprove any modification you propose to make to your Position. Before Isagenix will consider any changes, you must submit a written statement outlining the proposed modification and the reasons for the modification. You may request to sell your Position if: **(a)** you have actively operated your Position as an Active Paid-As Executive for the six consecutive months immediately preceding your request; **(b)** you submit a written notice to Isagenix specifying the proposed terms and conditions of any proposed sale to a bona fide purchaser at least 30 days before you intend to consummate the sale; **(c)** you are not under any Compliance investigation or restriction; and **(d)** you provide all information, documentation and signatures as may be requested by Isagenix. Isagenix may approve or disapprove of any proposed sale, at its sole discretion, or may opt to purchase the Position from you on the same terms and conditions as specified in the notice.

Note: This Section also applies to any attempt to transfer an interest in an entity that holds a Position. Positions held by Customers may not be sold or assigned.

2.4 Voluntary Cancellation of Your Associate Contract.

You may cancel your Associate Contract, including your Position, **(a)** at any time by signing and submitting a written request to Isagenix, **(b)** by failing or choosing not to pay your annual renewal fee when it is due, or **(c)** by failing or choosing not to engage in any Business Building Activity for six consecutive months or longer. Once your Associate Contract/Position has been cancelled, you may not re-enrol or have a financial interest in another Position except in accordance with the re-enrolment policy as provided in Section 2.6. If you desire to voluntarily cancel your Associate Contract/Position and intend to re-enrol, you must sign and submit a “Voluntary Request to Relinquish Position With Intent to Re-Enrol” form (sometimes referred to as the “Re-enrolment Request Form”). Written requests for cancellation are considered effective when a valid request is received by Isagenix.

For instructions to appropriately cancel your position please contact Isagenix at: CustomerServiceBE@IsagenixCorp.com for Belgium or by phone: 0 800 26 249.

Isagenix may, at its sole discretion, elect not to renew your Associate Contract. Isagenix will notify you of its intent not to renew on or before the anniversary of your enrolment.

2.5 Right to Cancel Membership.

You may cancel your membership without stating a reason and without any penalties within 14 days after your registration. If you do so we will refund you all fees and costs you might have paid for your registration and will accept the return of all Products bought by you. For reasons of safety and hygiene we may refuse to accept Products that have been unsealed.

You may cancel your membership without stating any reason at any time after the expiration of this 14-day term but in such case any returns of Products will be subject to the Buy-Back Policy under Section 3.7 and not this Section.

To cancel your membership under this Section 2.5 please send us a written notification of your resignation. You can use the Cancellation Form in order to notify us about your resignation but it is not mandatory. You can email Customer Care on CustomerServiceBE@Isagenixcorp.com for Belgium, or by phone: 0 800 26 249.

2.6 Reenrolling After Cancellation; Eligibility.

To protect the integrity of each Isagenix Position by discouraging individuals from attempting to switch Marketing Organisations, no person who currently holds or has held an interest in a terminated or canceled Position may reenroll until expiration of the period specified in this Section, except as provided below.

If you wish to reenroll, you may apply to subject to the following rules and waiting periods:

- Customers may reapply six months from the date of their most recent Qualifying Activity.
- Associates who have never earned a commission or who have earned less than €444 total from Isagenix over the 12-month period immediately preceding their last Qualifying Activity may reapply six months after the date of their last Qualifying Activity.
- Associates who have earned Compensation totaling €444 or more with Isagenix over the 12-month period immediately preceding their last Qualifying Activity may reapply 12 months from the date of their last Qualifying Activity.
- Regardless of income received, Associates who have ever achieved the rank of Director or above may reapply 24 months from the date of their last Qualifying Activity, and neither they nor their spouse are eligible to re-earn any Rank Advancement Bonuses previously earned in either of their Positions.

A Qualifying Activity, for purposes of this policy, is defined as placing 100 BV or more in product orders in a single calendar month, earning a commission or receiving any form of compensation, attending an incentive trip, enrolling a Member or providing a new Customer referral, or engaging in any solicitation or prospecting activity.

If you wish to continue ordering Isagenix products from your current Position at Member prices during your waiting period without resetting your waiting period each time you order, you must sign and submit a Reenrollment Request Form. By submitting this form, you irrevocably waive and forfeit all rights relating to your current Position(s) (including all Compensation and Ranks). You must explain your reasons for making the request and where you intend to enroll after

the waiting period expires. For purposes of this exception, your applicable waiting period will start on the date Isagenix receives your completed Reenrollment Request Form, even if your Position has already been inactive for any amount of time. Your intent to cancel and reenroll will be communicated to your current Enrolling Sponsor, and volume from your purchases will continue to be credited to your current Enrolling Sponsor until the date your wait-out period expires and your new enrollment takes place.

Anyone found trying to circumvent this policy in any way, including by attempting to enroll with another Isagenix Marketing Organization prior to their approved reenrollment date, by enrolling under a business entity or a different name, by cooperating with another person or working a business for another person, by operating an account in the name of a spouse or family member, or by engaging in any Qualifying Activities, may be subject to corrective action, up to and including the “resetting” of his or her waiting period, repayment of any bonuses or commissions earned in the new Position, denial of reenrollment requests, and/or the termination of his or her Associate Contract, including any and all Position(s). Anyone who is aware of or complicit in efforts to violate or circumvent this policy is subject to the same corrective action.

Isagenix may, in its sole discretion, prohibit or condition an Associate’s ability to earn a Rank Advancement Bonus if that Associate has already earned the Rank Advancement Bonus in a previous Position and has elected to reenroll under this Section 2.6. For purposes of this determination, Isagenix may consider whether an Associate’s spouse has earned a Rank Advancement Bonus.

Despite this Section 2.6, if you elect to wait out and enroll in a new Position, you may not enroll anyone who was in your prior Position’s Marketing Organization, regardless of their applicable wait-out period, except as approved in writing by Isagenix. You may not encourage anyone who is already enrolled in Isagenix, whether as a Customer or Associate, to cancel his or her Position or move to another Marketing Organization, even if you tell him or her to do so in accordance with this policy, and even if you had previously enrolled that person. Isagenix generally will investigate patterns of reenrollments and reenrollment requests suggestive of violations of this policy. Isagenix may, at its sole discretion, refuse any reenrollment request for any reason, even if the applicant has complied with the specified waiting periods and taken all other steps necessary for reenrollment.

Although Isagenix permits spouses to hold separate Positions, they must remain in the same Line of Sponsorship. Therefore, before either spouse can reenroll, both spouses must satisfy the conditions and waiting periods applicable to their respective Positions.

2.7 Divorce.

Isagenix will honour a valid divorce decree or settlement agreement with respect to ownership of Positions, provided that the divorce decree, settlement agreement, or other resolution (collectively “Resolution”) does not conflict with the Policies, Compensation Plan, Guidance Documents or the Terms and Conditions. Additionally, the rights pertaining to a single Position cannot be divided so as to provide some rights in the Position to one individual and other rights to another; and any Resolution that purports to so divide or separate the Position will cause the Position to automatically terminate as of the date of any such Resolution.

2.8 Succession.

Upon the death or legal incapacitation of an Associate, all rights to the Associate’s Position may be transferred to a successor as provided in the Associate’s will, trust or other testamentary document or as otherwise ordered by a court of competent jurisdiction or other testamentary process, subject to approval by Isagenix. Within six months after an Associate’s death or incapacitation, the successor(s) must present legitimate verification of death or incapacitation and proof of their right of succession, such as a grant of probate or an enduring power of attorney. The successor must accept and submit new Terms and Conditions and must, in all respects, qualify to enrol as an Associate and be bound by all current and future Terms and Conditions, the Policies, Guidance Documents and Compensation Plan. If the successor is already a Member who holds a Position, Isagenix generally will allow the successor to hold both the successor’s original Position and the inherited Position for up to nine months, provided that the successor has appropriately requested to sell or otherwise transfer one of the Positions and such sale or transfer has taken place prior to the expiration of the nine month period. Isagenix may impose additional restrictions and requirements, including maintenance of certain Paid-As Ranks, at its discretion.

If Isagenix determines, at its discretion, that there is no appropriate or qualified successor to provide responsible leadership and support to the deceased or incapacitated Associate's Marketing Organisation, Isagenix may, at its sole discretion, purchase the Position at a fair market value determined by Isagenix. If the successor(s) refuses the purchase request, Isagenix may terminate the Position without remuneration or further obligation.

Note: The requirement to sell or otherwise transfer one of the Positions after nine months does not apply if the successor is the spouse of the deceased Associate. If the Position is to be inherited by more than one successor, the successors should form a singlepurpose business entity or a trust to hold the transferred Position and must follow all Isagenix instructions concerning its relationship with Isagenix, including designating one person as the contact person and person responsible for the Position. This policy may not be used to circumvent Section 1.3.

SECTION 3. ISAGENIX PRODUCTS

3.1 Purchasing Isagenix Products.

No person is required to enrol as an Associate to purchase Isagenix Products. Isagenix may adjust the prices of its Products or services at any time. Although Associates may be required to achieve certain levels of personal sales (which may include retail sales) to earn compensation, Associates are not required to purchase any Isagenix Products or participate in the Autoship programme to become or remain an Associate. Please refer to the Compensation Plan for additional details.

3.2 No Inventory Loading.

The Isagenix Compensation Plan is based on sales of Isagenix Products to End Consumers. Associates may purchase only that amount of Product that will be consumed by the Associate (and the Associate's Immediate Household) or promptly sold to End Consumers. Customers may purchase Products only for the Customer's personal use or the personal use of their Immediate Household, and not for resale. Isagenix prohibits any scheme to purchase Products or to enrol new Customers or Associates, either directly or through others, for the primary purpose of qualifying any Position for any commission, bonus, Rank advancement, special promotion, contest or other incentive.

3.3 Payments and Payment Authorisation.

All orders must be accompanied by proper payment, including all applicable shipping and handling fees and VAT. If payment is not made within a timely manner or is reversed or cancelled, you authorise Isagenix to withhold the amount owed from any future Compensation payments.

3.4 Autoship Programme.

For convenience, Members may enrol in our optional Autoship programme, depending on market availability, so that Members can automatically receive Isagenix Products on a recurring schedule approximately every 30 days without the need for physically placing an order. We may encourage Associates to participate in the Autoship programme to receive best pricing, but Associates are not required to join the Autoship programme in order to participate in the Compensation Plan or business promotions.

3.5 Resale of Products.

You must be an Associate to purchase Isagenix Products for resale. However, no Associate (or Customer) may sell, offer or otherwise provide Isagenix Products to third parties for the purpose of resale through the Internet or other electronic commerce channels. Nor may any Associate sell or offer to a third party any quantity of Isagenix Products greater than that generally purchased by an individual for personal use or for the use of the person's Immediate Household without prior express written consent of Isagenix Field Relations Board. Associates may not (directly or indirectly through any intermediary or instrumentality) offer, display or sell, or facilitate the offering, displaying or selling of Isagenix Products on a retail basis in any manner (including online auctions websites such as eBay or Amazon, e-commerce websites, retail websites, social media sites or apps, adverts and television), except as follows: **(1)** through an Isagenix-provided Associate Replicated Website; **(2)** in service-related and by-appointment businesses, where the primary source of income is from such services and not from product sales (for example in salons, spas, offices, health clubs and weight loss clinics); and **(3)** through any special programme initiated and expressly approved by Isagenix. When marketing

Isagenix Products, you may use only Isagenix-produced or Isagenix-approved literature, banners and signs. Isagenix also strictly prohibits the sale of Isagenix Products in any jurisdiction where sales are not permitted or where Isagenix is not officially open for business. These obligations and prohibitions continue even after any termination or cancellation of your relationship with Isagenix.

If you sell any Isagenix Products through auction sales, on online auction sites, or through any other unauthorised website or channel, in addition to any other remedies hereunder or available by law, you agree to pay Isagenix four hundred Euro (€400.00) for each unit of Isagenix product in each instance of a prohibited, unauthorised and/or non-compliant sale. You acknowledge and agree that a breach of such obligations will cause irreparable harm and damage to Isagenix and expressly waive any defence to Isagenix claim to such liquidated damages on the basis that actual damages are unascertainable or that such liquidated damages do not represent a reasonable determination of damages or penalties.

If you know, or reasonably should have known, that Products were sold to a third party for the purposes of resale through unauthorised channels, in addition to any other remedies hereunder or available by law, you agree to pay Isagenix four hundred Euro (€400.00) for each unit of Isagenix product in each instance of a prohibited, unauthorised and/or non-compliant sale. You acknowledge and agree that a breach of such obligations will cause irreparable harm and damage to Isagenix and expressly waive any defence to Isagenix claim to such liquidated damages on the basis that actual damages are unascertainable or that such liquidated damages do not represent a reasonable determination of damages or penalties.

3.6 VAT Registration.

If you are VAT registered and have received a VAT registration number subject to the conditions listed below you may submit that VAT registration number for purchasing from Isagenix. You may only submit your VAT registration number if you acknowledge and agree to all of the following conditions:

1. You remain responsible for VAT and other reporting obligations, if applicable, and according to your country of residence VAT rules;
2. The VAT registration number and the VAT registration certificate you submit to Isagenix belongs to the business you operate, and that business is registered for VAT purposes in your country of residence;
3. All transactions on your Isagenix Account will be business-related transactions made by the business associated with the VAT registration number and VAT registration certificate you submit to Isagenix;
4. Your VAT registration number and VAT registration certificate and all other information provided by you is true, accurate and up-to-date and you will immediately update any such information held by Isagenix in the event of any change;
5. Isagenix reserves the right to charge you any applicable unbilled VAT if you provide a VAT registration number that is determined to be invalid, not in accordance with your business details, or that the tax authorities have deemed not to be related to the Isagenix Account-holder. You hereby authorise Isagenix to debit your most recently used payment method for any such unbilled VAT;
6. Until we verify your submitted VAT registration number, and show this as active in your Isagenix Account, your purchases will be treated as non-business related;
7. You consent to receive sales invoices electronically.

3.7 Buy-Back Policy.

To protect Associates who decide to cancel their Associate Account and who have accumulated more Isagenix Products than they can sell or use within a reasonable time, Isagenix has implemented its Buy-Back Policy.

You may require Buy-Back of Products bought by you within one year of the date of such request at any time during the subsistence of a contract. The Buy-Back will be made under the terms set out below.

If you resign your membership at any time after the expiration of the 14-day cancellation period under section 2.5, and upon your request, we will repurchase all Products from you in accordance with this Buy-Back Policy, subject to the following conditions:

Products (including training and promotional materials, business manuals and kits) purchased by you within 90 days of the date of termination. We will reimburse to you the full VAT-inclusive price paid by you for those Products less

a reasonable handling fee. We may further withhold an amount equal to the diminution of the value of the Products resulting from your improper handling of the Products.

Products bought within 12 months of the date of termination. In this case reimbursement will be made at a price not less than 90% of the VAT-inclusive price paid by you for those Products less an amount equal to:

- (i) any commissions, bonuses or other benefits (in cash or in kind) received by you in respect of those Products;
- (ii) any amounts due from you to us on any account; and
- (iii) a reasonable handling charge.

All Products must be unused and in a commercially re-sellable condition. You must return all Products to us within 14 days of the termination.

All bonuses, compensation, BV/PV, and recognition or advancement received as result of the original purchases will be reversed and deducted from the refund and/ or the respective Sponsor's compensation. Please notify your Sponsor of your intention to terminate your Position.

If eligible for a refund, Isagenix will credit the original form of payment within 30 days of the Product being logged as returned by our distribution centre. Your account will be closed once the refund is issued.

For instructions to appropriately initiate a Buy-Back of Product under this section (3.7) please contact Isagenix at: CustomerServiceBE@IsagenixCorp.com for Belgium or by phone: 0 800 26 249. Where, under the provisions of your agreement with Isagenix, the cost for a return is paid by you this cost will not exceed the standard mailing cost applicable in Belgium even if the returns are made to an address that is not in Belgium.

SECTION 4. PROTECTING YOUR BUSINESS

4.1 Out-of-Market Sales.

Isagenix offers an International Sponsorship programme in which you may benefit from sales of Isagenix products outside of your Home Region. However, you may not sell Isagenix products or promote the Isagenix opportunity in countries or territories that have not been officially opened by Isagenix. You also may not sell or promote Isagenix Products or literature designed for one jurisdiction, country or territory in a different jurisdiction, country or territory. Any violation of this provision could seriously jeopardise or compromise the ability of Isagenix to obtain governmental approval to conduct business in countries where approval is pending or planned. Accordingly, if you violate this or any other applicable policy or the laws of any country, territory or jurisdiction, whether such violation is direct or indirect, intentional or unintentional, you are subject to corrective action, including without limitation, fines, prohibitions of conducting business in such jurisdictions, and/or the termination of your Position, as deemed appropriate by Isagenix at its sole discretion.

4.2 Confidential Information.

To assist you in building an Isagenix business, and in reliance on your agreement to the terms of this Section, Isagenix may supply you with, or grant you access to, certain reports and other confidential and/or proprietary information that belongs to Isagenix. This information includes, but is not limited to, marketing plans and strategies, products, purchases, pricing, relationships with vendors and suppliers, and the identities of and contact information for Isagenix Associates and Customers provided to you in any document or report, and the identities of and contact information for Associates and Customers with whom you first became acquainted as a result of your relationship with Isagenix, whether or not they are in your Marketing Organisation (collectively, "Confidential Information").

To protect your business and the businesses of all Associates, you acknowledge and agree that the Confidential Information belongs to Isagenix and must be kept completely confidential for as long as such information is deemed by Isagenix to be confidential. You agree that you will not, directly or indirectly through a third party, use or disclose any Confidential Information for any purpose unrelated to your Isagenix business, whether during the term of your association with Isagenix or thereafter. You acknowledge that the Confidential Information is of such character as to render it unique and that disclosure or use thereof in breach of this policy will result in irreparable damage to Isagenix and its Associates. You recognise and agree that misuse of the Confidential Information cannot be fully compensated

through monetary damages. Accordingly, you acknowledge and agree that Isagenix and its Associates will be entitled to injunctive relief to prevent breach of this Section. If any action is taken to enforce this provision or to obtain injunctive relief or recover damages, the prevailing party shall be awarded its costs and expenses, including reasonable attorneys' fees. You understand and agree that in addition to Isagenix, other Associates may be entitled to seek and obtain injunctive relief and other damages if you violate this provision. You understand and agree that the confidentiality obligations and related remedies will survive the termination or cancellation of your relationship with Isagenix.

4.3 Non-Solicitation.

As an Associate, you are an independent contractor and therefore are not prohibited from participating in other business ventures, even when those business ventures compete directly with Isagenix. However, to protect the integrity of the Isagenix business and to support and protect your business interests and those of other Associates, during the term of your relationship with Isagenix and for one year thereafter (collectively, the "Non-Solicitation Period"), you agree that you will not solicit or encourage, directly or indirectly, any Associate or Customer to join or work with another network marketing, multi-level marketing, or direct selling company. You further agree that, except as otherwise authorised by Isagenix, during the Non-Solicitation Period, you will not introduce, promote, or sell other business ventures, goods, or services to any Associate or Customer.

If you violate this Non-Solicitation provision, the Non-Solicitation Period will be extended by one year from the date of your last solicitation of any Associate or Customer. A solicitation includes any direct or indirect attempt to entice or encourage an Associate or Customer to consider joining or working with or for another network marketing, multi-level marketing, or direct selling company. A solicitation may include communicating information (including through online and social media postings) about another business venture to any Associate or Customer, to the extent a reasonable person would interpret your communication as an attempt to solicit his or her interest in that business venture. For additional information, please consult the applicable Guidance Documents which can be obtained in your ABO or contact Isagenix Compliance at ComplianceEU@Isagenixcorp.com.

Violation of this provision is grounds for termination of your Position and may also give rise to other claims for unauthorised use of Confidential Information. You acknowledge that a breach of this policy will result in irreparable damage to Isagenix and its Associates. You recognise and agree that violations of this policy cannot be fully compensated through monetary damages. Accordingly, you acknowledge and agree that Isagenix and its Associates will be entitled to injunctive relief to prevent breach of this policy. If any action is taken to enforce this policy or to obtain injunctive relief or recover damages, the prevailing party shall be awarded its costs and expenses, including reasonable attorneys' fees. You understand and agree that in addition to Isagenix, other Associates may be entitled to seek and obtain injunctive relief and other damages if you violate this provision. You understand and agree that the non-solicitation obligations and related remedies will survive the termination or cancellation of your relationship with Isagenix.

4.4 Changing Marketing Organisations.

To protect the integrity of the Compensation Plan, and to protect the business interests of each Marketing Organisation in Isagenix, no Associate or Customer, whether current or former, may move to a different Marketing Organisation or change his or her Enrolling Sponsor, except as expressly provided otherwise by these Policies. Specifically, if you wish to resign and later reenrol with a different Enrolling Sponsor or be placed in a different Marketing Organisation, you may apply to reenrol after the appropriate waiting period has passed, as set forth in Section 2.6. Isagenix may deny reenrolment at its sole discretion.

Any attempt to circumvent this policy, including any attempt to conceal an improper re-enrolment (for example, by enrolling under someone else's name or a business entity, submitting false information to Isagenix, or working a business for someone else), is grounds for corrective action against all who had knowledge of or involvement in the improper activity, up to and including monetary fines and termination of their Position(s).

It is also a violation of your Associate Contract to solicit or encourage any Associate or Customer to change Marketing Organisations. There are various ways this can happen such as direct solicitation or discrediting another Associate in order to encourage someone to resign and re-enrol with another Marketing Organisation. Soliciting or encouraging another Associate or Customer to change Marketing Organisations may be deemed a violation of this Section even if such Associate or Customer waits out the appropriate amount of time under Section 2.6.

4.5 Anti-Manipulation.

Isagenix encourages Associates to do their best to fairly and honourably maximise their opportunity to earn compensation under the Compensation Plan in a legal and ethical manner. To help foster and maintain fairness and a level playing field for all Associates, any attempt to manipulate the Compensation Plan is strictly prohibited and is grounds for immediate corrective action, up to and including monetary fines and termination of the involved Position(s). Evidence of manipulation may include, but is not limited to the following:

- Fictitious enrolments, including enrolments using false or incomplete contact information or identification, or information that cannot be verified using reasonable efforts. To obtain credit for an enrolment, the Enrolling Sponsor must ensure that his or her enrollee provides genuine and accurate information to Isagenix.
- Gratuitous enrolments, including enrolments of individuals who have little or no interest in Isagenix, other than enrolling as a favour to someone, such as a friend or family member, or in exchange for some other benefit, such as free products or some other form of compensation.
- Uninformed enrolments, including enrolments of individuals who were not aware of their enrolment, who claim to be involved with Isagenix but who have little or no knowledge about what is going on in their business (indicating that their business is actually being managed by someone else), or individuals who wished to be Customers only and were enrolled as Associates.
- Stacking of enrolments, indicating a coordinated effort where one person or a small group of people strategically place enrolments in a way that benefits, or is intended to benefit, one person or a few people at the expense or to the detriment of others, including the manipulation of IAAA's for the purpose of increasing commissions or bonus payouts or qualifying for Rank Advancements under the Compensation Plan.
- Multiple Associates or Customers using the same method of payment, the same shipping address, the same email address, the same phone number and other activities that may indicate manipulation or attempted manipulation.
- The Compensation Plan is designed to offer an income opportunity and other benefits to those who, among other things, devote the requisite time and effort in pursuing this opportunity. The Policies are designed to help protect those efforts and we encourage you to report any suspected manipulative activities to the Compliance Department at ComplianceEU@isagenixcorp.com.

4.6 Income Claims.

You understand and agree that you will not misrepresent the actual or potential income that may be earned under the Compensation Plan. Any representation about earnings must be based on documented facts, placed in the appropriate context, and accompanied by the appropriate disclosures, including the Income Disclaimers and the Isagenix Earnings Disclosure Statement, both of which can be obtained in your ABO or at IsagenixEarnings.com or IsagenixCompliance.com. It is your responsibility to include all relevant information to ensure that any representation you make is truthful and not misleading.

4.7 Product and Weight Loss Claims.

When describing Isagenix Products and personal experiences with Isagenix, including the use of testimonials (by you or other Members), you understand and agree that you will only describe Isagenix Products and Product experiences in a manner that is consistent with the Product and weight loss claims contained in official Isagenix marketing materials or as otherwise approved in advance in writing by Isagenix. When making any product claim or weight loss claim, you agree to accompany the claim with any appropriate disclaimers, copies of which can be obtained in your ABO or at IsagenixCompliance.com. It is your responsibility to disclose all relevant information to ensure that any representation you make is truthful and not misleading. You understand and agree that you will not suggest that any Isagenix product is intended to diagnose, treat, cure or prevent any diseases or health conditions, unless otherwise approved in Official Isagenix Marketing Materials.

SECTION 5. TRADEMARKS, ADVERTISING AND INTERNET USAGE

5.1 Isagenix Trademarks, Copyrighted Materials, and other Intellectual Property.

Isagenix trademarks include the name Isagenix and all variations thereof, as well as the names of all Isagenix products and services and other marks as typically indicated by the use of the “™” or “®” symbols. Isagenix trademarks also may

include various word combinations relating to Isagenix using the prefix “ISA” or the suffix “GENIX”. All Isagenix marketing and sales materials, including audios, videos, websites, posts, print and digital presentations, handouts or books, or other tangible and intangible works of authorship are the copyrighted work of Isagenix.

An Associate may use Isagenix trademarks, copyrighted material, and other intellectual property only with Isagenix prior written permission, which may be expressed through general publication (to all Associates) or through a specific writing to one or more Associates. Without limitation, Isagenix may require conformity with specifications, may require that materials that use Isagenix trademarks and/or copyrighted materials be sourced from Isagenix or an Isagenix-approved supplier, and may otherwise condition use of its trademarks and copyrighted works. Any permission granted by Isagenix shall constitute a limited, nonexclusive, non-transferable and revocable license to use such trademarks and copyrighted works solely in connection with the Isagenix business. You agree to immediately transfer to Isagenix, upon Isagenix request, any Internet domain name or other registration or application containing an Isagenix trademark, including any word combinations using the prefix “ISA” or the suffix “GENIX”. This provision shall survive the termination of your relationship with Isagenix.

5.2 Advertising.

Isagenix provides sales tools and other materials that you can use to promote Isagenix products and the income opportunity. Creation of your own materials is discouraged; however, you may use certain other materials, including selfcreated materials, only under the provision that you first submit the materials to Isagenix corporate offices for review and the materials have been properly approved. The materials shall not be used prior to receiving written approval from Isagenix corporate. Isagenix may refuse to approve any materials at its sole discretion. All materials you create must be truthful, accurate and not misleading. Any and all statements about the benefits of Isagenix products or about the Isagenix income opportunity must comply with all Policies and the laws and regulations in the jurisdiction where the materials are used.

5.3 Internet Usage and Social Media.

You may use the Internet, including social media, to promote Isagenix products and your business provided you do so in a responsible manner. Isagenix provides useful tools and training materials to help you understand how to use the Internet to promote Isagenix in an effective and socially acceptable manner. You understand and agree that you will abide by all Policies and Guidance Documents relating to Internet usage, as may be amended by Isagenix from time to time, and you will not make any inaccurate, exaggerated, or misleading statements about Isagenix or its products or income opportunity in any media, including through the use of videos, pictures, or other means.

Note: Please refer to the Supplement to the Policies and Procedures on Internet Advertising and Social Media found on IsagenixCompliance.com for further guidance.

5.4 Repackaging and Re-labelling Prohibited.

Associates may not delete, add, modify, tamper with, repackage, relabel, refill, or alter the labels on any Isagenix products or literature in any way. Nor may Associates break out products from product bundles, Systems and Packs (and sell such products individually. Isagenix products may only be sold in their original containers and packaging. Re-labelling or repackaging violates your agreements with Isagenix and could violate laws that generally require persons, including Associates, to implement and adhere to specified quality controls and procedures relating to the repackaging or re-labelling of Isagenix products. Violations of such laws could result in severe criminal penalties. Associates should also be aware that personal civil liability may arise when, as a consequence of the repackaging or re-labelling of products, the person(s) using the product(s) suffers any type of injury or damage. Associates are also responsible for learning and adhering to the proper storing and handling instructions for Isagenix products.

SECTION 6. ENFORCEMENT OF POLICIES

6.1 Remedies.

To protect the integrity of the Isagenix culture and to help maintain a level playing field for all Associates, the Compliance Department helps educate Associates about the Policies and actively monitors Associates’ business building activities.

If an Associate violates these Rules, the Isagenix Code of Ethics, the Terms and Conditions, any Guidance Documents, or other agreements with Isagenix, or engages in any unethical, illegal, fraudulent, or deceptive conduct, or any other violation of any laws, statutes, or ordinances, we may, at our sole discretion, take one or more of the following actions:

- issue a written advisory;
- revoke recognition or invitation to an Isagenix event;
- suspend or revoke access to special privileges, including executive reports, access to the ABO, access to social media pages and groups, and other privileges;
- impose monetary fines or other penalties, which may be withheld from current or future commissions and/or bonus payments;
- temporarily suspend commissions, bonuses, and other payments;
- remove the Associate from participation in promotions, bonuses, incentive trips, contests and other non-Compensation Plan benefits;
- temporarily suspend or permanently terminate the Associate's Position(s) and all rights thereto;
- reassign all or part of the Associate's Marketing Organisation;
- seek compensatory and injunctive remedies, as applicable; and/or take any other action or corrective measures that Isagenix deems appropriate under the circumstances.

You understand and agree that Isagenix has the right to withhold payment of all commissions and bonuses during the period that Isagenix is investigating any alleged misconduct. If your Position is terminated due to a breach that occurred prior to the investigation, you will not be entitled to any commissions or bonuses withheld during the investigation period, unless otherwise required by law.

6.2 Field Relations Board.

The Field Relations Board reviews disputes, decisions, and disciplinary actions relating to Associates and their Isagenix businesses. Review requests must be submitted in a timely matter to the Compliance Department at ComplianceEU@Isagenixcorp.com. The review request must include all information and documents the Associate believes supports his/her case and that the Associate would like to have considered in the review. All decisions of the Field Relations Board are final.

SECTION 7. AMENDMENTS

Upon proper notification, Isagenix may, at its sole discretion, amend the Terms and Conditions, the Policies, the Compensation Plan, the Guidance Documents and any other materials pertaining to your Isagenix business, including any other agreements entered into between you and Isagenix. You understand and agree that you will be bound by the most current versions of the Terms and Conditions, the Policies, the Compensation Plan and the Guidance Documents, including any updates or revisions since the date of your enrolment, that you might have accepted upon any of the following occurrences: **(a)** completing the enrolment process to become an Associate or Customer; **(b)** renewing your annual Membership. We will prompt you to accept any new or amended versions of the above documents upon your log-in to your Account immediately after such new/ amended version had been published by Isagenix. We may also inform you of such new or amended versions through the Isagenix website or Associate Back Office, email to your email address on file, announcements in any official Isagenix newsletter or other publication, or mailed to you at the address on file.

SECTION 8. GENERAL PROVISIONS

8.1 Waiver.

Isagenix never waives its right to insist on compliance **(a)** with these Rules, the Terms and Conditions, the Guidance Documents, the Compensation Plan and other agreements between Associates and Isagenix and **(b)** with the applicable laws governing the conduct of a business and network marketing. This is true in all cases, both specifically expressed and implied, unless an officer of Isagenix who has actual and specific authority to bind Isagenix to such waivers explicitly states in writing that Isagenix waives any of these provisions. In addition, any time Isagenix approves a waiver of any provision, that approval is specific to the single occurrence, unless otherwise stated, and does not extend to any other violation, whether past, present or future. This provision deals with the concept of "waiver", and the parties agree that Isagenix does not waive any of its rights under any circumstances short of the written confirmation alluded to above.

8.2 Exclusion of Damages.

In no event shall any Isagenix officer, director, employee, affiliate, successor or assignee be liable for any special, punitive, indirect or consequential damages, for any claims or actions resulting from or arising out of these Rules or any other agreement you have entered into with Isagenix, the functionality or operation of any website, or any acts or omissions of any Isagenix party, whether based on contract, tort (including negligence), strict liability or any other cause of action.

8.3 Severability and Judicial Modification.

If any portion of these Rules is deemed by any arbitrator or court of competent jurisdiction to be invalid or unenforceable, it is your and Isagenix mutual intent that the arbitrator or court shall strike or modify the applicable provision only to the extent necessary to make such provision enforceable, and enforce the provision as modified. In any event, the remainder of these Rules and all other agreements shall remain in full force and effect.

8.4 Survival of Terms.

You understand and agree that each of the provisions of these Rules relating to confidentiality, non-solicitation, resale of products, including prohibitions of online sales, arbitration, and other provisions as expressly stated herein will survive the termination of your relationship with Isagenix.

8.5 Governing Law, Complaint Handling and Disputes.

These Terms and Conditions are governed by the law of Belgium. This means a contract for the purchase of Products from us and any dispute or claim arising out of or in connection with it will be governed by the law of Belgium. You and we both agree to that the courts of Belgium will have exclusive jurisdiction.

Any complaints, questions and requests can be made to our Customer Care team as follows: in Belgium: by phone at 0 800 26 249 or by email at CustomerServiceBE@IsagenixCorp.com.

If you are not satisfied with the reply from the Isagenix Customer Care you may contact: For the Netherlands: the Dutch Direct Selling Association (www.directeverkoop.nl). The DSA can also be approached by ordinary mail (VDV, Postbus 2450, 5202 CL Den Bosch), via e-mail (vdv@directeverkoop.nl) or by phone (+31 71 568 0028).

By contacting the DSA you will avail yourself to the free and effective alternative dispute resolution facility provided by the respective DSA; you will also be able to obtain a copy of the respective DSA documents.

Without prejudice to our mutual right to bring any matter relating in any way to your use of the Site or to the Products you have bought from us to the court we would do our best to resolve any such dispute by means of amicable negotiation to agree a mutually acceptable solution rather than in court. Please discuss issues and direct any claims to our customer service team in the first instance.

SECTION 9. GLOSSARY

Achieved Rank – the highest Rank in which an Associate has qualified within the Compensation Plan.

Associate – an independent contractor who has met and continues to meet the eligibility requirements set forth in the Associate Contract. Associates may purchase and resell Isagenix Products, subject to applicable laws, policies and agreements, and are generally eligible to earn compensation under the Compensation Plan. The Associate may also be referred to as “Independent Associate” or “IA”.

Associate Back Office (ABO) – is the online portal through which Associates have access to information and tools helpful to operate their Isagenix businesses.

Associate Contract – the contract between Isagenix and each Associate which includes the Terms and Conditions of the Independent Associate Application and Agreement (“IAAA”), the Isagenix Privacy Policy, the Isagenix Compensation Plan, including items incorporated by reference in these documents, all in their current form or as amended by Isagenix from time to time in its sole discretion. These documents may be collectively also be referred to the “Agreement.”

Associate Membership Account – the Isagenix account established by an Associate upon agreeing to the Associate Contract, providing required information and meeting the requisite requirements. The Associate Membership Account may also be referred to as “Associate Account,” “Membership Account,” or “your Account.”

Associate Support System – the online support system available to each Isagenix Associate at enrolment. It includes an Isagenix Associate Website. It also includes access to the Associate Back Office and training materials.

Associate Replicated Website – a personal website assigned by Isagenix to every Associate where Retail Customers can purchase Products at retail prices and where the Associate may enrol new Customers and Associates.

Autoship – an optional programme of convenience permitting preselected, pre-authorised orders to be automatically shipped on a selected date each month. The Autoship programme provides additional savings and convenience to Members who elect to participate. Associates are not required to participate in the Autoship programme in order to participate in the Compensation Plan.

Business Building Activity – enrolling a new Customer or Associate, receiving a Compensation payment, advancing in Rank, or participating or completing other business related activities as may be specified by Isagenix.

Business Centre – the term “Business Centre” is given the meaning set forth in the Compensation Plan.

Buy-Back Policy – the policy designed to protect Associates from accumulating more Isagenix Products than they can sell or use within a reasonable time.

Compensation – the commissions, bonuses and other consideration received by an Associate under the Compensation Plan or through other incentives or promotions implemented by Isagenix for the sale of its Products

Compensation Plan – the Isagenix Team Compensation Plan, as may be amended from time to time, explaining the business offer by Isagenix, the benefits of your membership as an IA and the earning opportunity offered by Isagenix.

Customer Membership Account – the account established by Customers upon agreeing to certain terms and conditions.

Customer Type – the type or level of membership selected by a Customer as indicated by the Customer’s election at the time of enrolment or by the Membership Fee paid by the Customer.

Customers – end consumers who purchase Isagenix Products as individuals acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession, and for their own personal use as “Retail Customers,” “Retail Direct Customers,” or other type of customers as may be designated from time to time by Isagenix, all of whom also may be considered End Consumers. Customers, Retail Customers and Retail Direct Customers may not participate in the Compensation Plan or resell products.

Enrolling Sponsor – the person who is credited for personally enrolling a Customer or an Associate.

Field Relations Board (FRB) – the Board responsible for reviewing certain matters relating to compliance with the Associate Contract, including decisions made by the Compliance Department.

Guidance Documents – the guidelines, FAQs, supplements, training materials, and other tools and documents published or presented by Isagenix that interpret, clarify and provide additional detail with respect to these Policies. The Guidance Documents, as updated from time to time, are considered part of these Policies (unless otherwise stated in the specific Guidance Document) and can be found on official Isagenix publications, including in the Associate Back Office.

Home Region – the Isagenix Region that includes the country or territory where the Associate resides at the time of enrolment. An Associate may benefit from the sales activity of new Members in the Associate’s Home Region without applying for and receiving approval as an International Sponsor.

Immediate Household – the head(s) of a household and dependent family members residing in the same household.

International Sponsor – an Associate who has been approved to enrol Associates and Customers in Regions other than the enrolling Associate’s Home Region and may qualify to earn Compensation for product sales in such other Region(s).

International Sponsorship Application and Agreement – the application and agreement that an Associate must properly complete, execute and submit to Isagenix as one of the prerequisites to becoming an International Sponsor.

Line of Sponsorship – the line of Associates above a given Position in a Team Placement Tree.

Marketing Organisation – all Customers and Associates who are situated below a given Associate in the Associate’s Team Placement Tree and from whose product purchases the Associate’s Compensation is derived.

Member – a Customer or an Associate or both, depending on the context.

Membership Fee – the fee that a Member may elect to pay in order to receive product pricing discounts that are not available to non-Members and other membership benefits that Isagenix may provide from time to time.

Non-Solicitation Period – the period during which Associates agree not to solicit other Isagenix Associates or Customers to join another business venture. The Non-Solicitation Period begins upon enrolment as an Associate and does not end until one year after the relationship with Isagenix ends, unless otherwise extended pursuant to Section 4.3.

Official Isagenix Marketing Material – literature, audio recordings, video recordings and other materials developed, published, printed or distributed by Isagenix or its approved third party suppliers. Materials and recordings developed, published, printed or recorded by Associates or any other person or entity is not “Official Isagenix Marketing Material.”

Placement Sponsor – the Associate under whom an enrolling Associate or Customer is placed in the Compensation Plan. The Placement Sponsor and the Enrolling Sponsor may be the same person.

Position – (1) the Business Centre held by an Associate or (2) the placement location of a Member in the Enrolling Sponsor’s Team Placement Tree for purposes of measuring and tracking product sales and allocating commission payments to Associates based on product sales.

Preferred Customer – a Customer who has established a Customer Membership Account, elected to pay the applicable Membership Fee, and has agreed to certain terms and conditions. A Preferred Customer may elect to participate in the Isagenix Autoship programme. A Preferred Customer cannot participate in the Compensation Plan.

Rank – the title or status that an Associate has achieved pursuant to the Compensation Plan. The five Ranks are: Associate, Consultant, Manager, Director and Executive.

Region – a country or a group of countries designated by Isagenix for purposes of distinguishing an area of the world where an Associate may sponsor new Associates and Customers.

Retail Customer – a person who purchases Isagenix products directly from an Associate in person.

Retail Direct Customer – a person who purchases Isagenix products from Isagenix at the suggested retail price by going through a Replicated Associate website.

Support Team – the Line of Sponsorship above your Position in the Team Placement Tree (including your Enrolling Sponsor and Placement Sponsor) who are in a direct line to your Position through your Enrolling Sponsor.

Team Placement Tree – an Associate’s Marketing Organisation (Right and Left Teams) in which newly enrolled Customers and Associates are placed. See Compensation Plan for additional information.

Wholesale or Wholesale Price/Pricing – prices established by Isagenix that are less than a product’s suggested retail price.