



# ISAGENIX BRAND PARTNER AGREEMENT TERMS AND CONDITIONS (CANADA)

Updated: 22 July 2022

Isagenix is a brand that enables health-minded persons and others to register to participate in Isagenix's Brand Partner Program ("Program") in order to provide promotional services for Isagenix Canada, ULC ("Isagenix", "we", "our", "us"). The main purpose of this Program is to share Isagenix's brand messaging and products via social channels and digital channels. The Program permits you to monetize your website, social media user-generated content, or online software application (referred to here as your "Site"), by placing links to an Isagenix website on your Site. Any person or entity that participates or attempts to participate in our brand partner marketing program ("You" or "Brand Partner") must accept this Brand Partner Agreement ("Agreement") without change.

BY APPLYING FOR OR BY PARTICIPATING IN THE BRAND PARTNER PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AS MAY BE AMENDED FROM TIME TO TIME.

- To enter into this agreement with Isagenix, you must have attained the age of majority in your jurisdiction of residence.
- You must comply with this Agreement to participate in the Brand Partner Program and receive Commissions.
- You must promptly provide us with any information that we request to verify your compliance with this Agreement.

## 1. GENERAL

- a. If we agree to enroll you to our Brand Partner Program, at our sole discretion, we will make available graphic and textual links and/or widgets (each of these links and widgets sometimes being referred to herein as "Link" or "Links"), which are subject to the terms and conditions hereof. The Links will serve to identify your Site as a member of the Program and will establish a Link from your Site to our website. In utilizing the Links, you agree that you will cooperate with us in full in order to establish and maintain such Links.
- b. When persons click through the Links and purchase an item sold on the Isagenix website, you may receive Commissions for Qualified Purchases, as further described in (and subject to the limitations in) the Commission Schedule and this Agreement. In order to facilitate your advertisement of these items or services, we may make available to you data, images, text, link formats, widgets, links, marketing content, and other linking tools, application program interfaces, and other information in connection with the Program ("Program Content").
- c. You are not allowed to post any refunds, credits or discounts, or other content concerning Isagenix, unless we have given you prior written permission in each instance. Brand Partners may only use coupons and discounts that are provided exclusively through the Program using banners and links provided by us. Any violations shall constitute a material breach of this Agreement.

## 2. ORDER PROCESSING

- a. We will process orders placed by Referred Users who followed the Links from your Site to the Isagenix website. We reserve the right, at our sole discretion, to reject orders that do not comply with all requirements under this Agreement and our Terms of Use or other reasonable requirements that we may establish. All aspects of order processing and fulfillment, including Isagenix service, cancellation, processing, refunds and payment processing will be our responsibility. Isagenix return policies will apply. We will track the Qualified Purchases generated by your Site and will make this information available to you through our Brand Partner Portal. To permit accurate tracking, reporting, and Commission accrual, you must ensure that the Links between your Site and our website are properly formatted. Isagenix will not be responsible for improperly formatted links regardless of whether you have made amendments to the code or not. In addition, we may be unable to track or provide credit for sales from customers that are referred to us with browsers that do not have their cookies setting enabled.
- b. Customers who buy products through this Program will be deemed to be customers of Isagenix. Accordingly, all Isagenix rules, policies, Terms of Use, and operating procedures concerning customer orders, customer service, and product sales will apply to those customers with respect to their transactions at Isagenix. We may change our rules, policies, Terms of Use, pricing, product availability and operating procedures at any time consistent with applicable laws. You may only include price information in your product descriptions if such information is provided directly to you by Isagenix, provided that any price information must be accompanied with a clearly visible statement accompanying the Isagenix link on your Site indicating to the user that the price listed on Isagenix will govern in the event of any

price difference between your Site and Isagenix. Product prices and availability may vary from time to time. We cannot guarantee the availability of any particular product nor the price of any particular product on a Brand Partner Site.

### 3. COMMISSIONS

- a. Under the Program, you will earn Commissions for Qualified Purchases by Referred Users that you refer to Isagenix in accordance with the terms of this Agreement and the Commission Schedule. Each Referred User and each Qualified Purchase must meet the following criteria (the "Criteria"):
  - i. Each Brand Partner must register by completing and submitting an application.
  - ii. Each Referred User must make a Qualified Purchase, and provide a valid payment for the purchased Isagenix products.
  - iii. Each Referred User must remain in compliance with our Terms of Use, and all applicable policies and guidelines of Isagenix that are applicable at the time the Commissions are processed.
  - iv. Commission Fees may not be paid for the Qualified Purchase if the Referred User received a refund or credit from the Brand Partner.
- b. Isagenix may withhold indefinitely initial Commissions for Brand Partners who are new to the Brand Partner Program, or who have commissions that are potentially fraudulent as determined by Isagenix in its sole discretion, in order to determine the legitimacy and cancellation rates of Referred Users.
- c. Isagenix may suspend payment of Commissions at any time and indefinitely, if it suspects fraud or Fraudulent Traffic, improper activity or a potential breach of any of the terms in this Agreement by the Brand Partner or a Referred User. Isagenix may deduct from Brand Partner's current and future Commission Fees any and all Commission Fees corresponding to any fraudulent, improper, questionable, or canceled purchases.
- d. Isagenix, in its sole discretion, may, among other available remedies, withhold indefinitely any Commission Fee, and/or reverse, deny or reject any Commission, and/or deny or reject any Brand Partner account, and/or terminate this Agreement immediately, for:
  - i. Any account/sale which has not been in an approved status in good standing as an account of Isagenix for a period of at least thirty (30) days.
  - ii. All commissions generated for accounts that may be subject to Fraudulent Traffic.
  - iii. Any orders deemed to be fraudulent or for which we see a pattern of potentially fraudulent activity, including, without limitation, where there are multiple accounts (whether Isagenix accounts or Brand Partner accounts) which are being operated by the same User or person, or referral of accounts which do not comply with this Agreement.
  - iv. Brand Partners whom we believe may be artificially submitting Referred Users or charging double commissions, using false advertising, using marketing practices that we deem to be unethical or likely to attract fraudulent signups.
  - v. Any direct referral or traffic to Isagenix websites from search engines, and/or the use of "Isagenix" as a key-word for paid ads in search engines, including, without limitations, Facebook, Google, Bing, Yahoo, etc.
  - vi. Any use of misleading sites, or accounts in social media.
  - vii. Any breach of this Agreement.

#### Commission Schedule

- e. We will pay Commissions on products that are actually purchased by a customer within 24 hours after the customer has initially entered our Site ("Commission Time") as long as the customer has cookies enabled and we are able to track such customer and the customer reenters our Site directly during that time (and not through another Brand Partner link). We will not pay Commissions on any products that are purchased on our Site when a customer has re-entered our Site (other than through a qualifying Link from your Site) after the Commission Time or where the customer's system does not allow us to track them, even if the customer previously followed a link from your Site to our Site. If cookies are disabled on the customer's computer, Commissions will not be paid because cookies are required to authenticate the customer and identify whether the Brand Partner is eligible for Commission. Commissions will not be earned on products where a customer's purchase of the product derived from search results driven from free or natural search; this includes results containing qualifying Links displayed in a search engine's free/non-paid, natural, or organic search results in response to a search query which sends customers directly to Isagenix without the customer first being sent

to a Brand Partner Site and the customer clicking on a link to arrive at Isagenix. Customer Service invoice adjustments and reorders are not eligible to earn Commissions. Products that are entitled to earn Commissions under the rules set forth above are hereinafter referred to as “Qualifying Products.”

- f. You will earn Commissions based on the Sale price of Qualifying Products, according to Commission Schedules to be established by us. “Sale price” means the price listed on our Site and excludes costs for shipping, handling, rebates, refunds, returns, chargebacks, cancellations and taxes. The current Commission Schedule is available to you through the Brand Partner Portal available to all members of the Program (“Brand Partner Portal”).
- g. For various reasons, certain items may not be listed in the Commission database at the time purchases are made through your Site. In addition, we reserve the absolute right and discretion to exclude items from our Commission database. Therefore, you acknowledge and agree that we cannot and do not warrant or guarantee that you will be paid a commission on any item(s) or that all items eligible for a commission will be paid in accordance with the Commission Schedule. You acknowledge that in such circumstances, you will accept the Commissions and payouts actually paid to you. We may, at our sole discretion, change, modify, add to or remove portions of the Commission Schedule, at any time. If you have any questions concerning whether a certain item is eligible for a commission, please contact [BrandPartners@Isagenixcorp.com](mailto:BrandPartners@Isagenixcorp.com). Isagenix may change the Commission Schedule at any time and/or reduce future commission rates for individual Brand Partners.

#### Commission Payment

- h. Isagenix Commission Weeks and Commission Months are used to calculate Commissions for Qualified Purchases. A Commission Week begins on Monday 12:00:00 am ET and ends the following Sunday at 11:59:59 pm ET. Commission Months, beginning with January, comprise four weeks, four weeks, and five weeks. This pattern repeats every three months for a calendar year. Commissions earned during a Commission Week are paid on Mondays, one week in arrears.
- i. If a customer returns a product that generated a commission, Isagenix may deduct the corresponding Commission from your next payment; if there is no subsequent payment, Isagenix has the right to reimbursement from you and you agree to reimburse Isagenix within 30 days after such request. All determinations of qualifying Links and whether a Commission is payable will be made by Isagenix and will be final and binding.
- j. Commissions will accrue and only become payable once (i) you provide all information needed for payment, including all required bank account information; and (ii) Commissions accrue to a minimum of \$10. (No commissions will be paid for less than \$10.00.) Isagenix electronically deposits Commissions directly into the bank account you specify. A \$1.00 USD fee is charged for each deposit and will be deducted from the commission payment. You hereby authorize such electronic deposits and fees. If you provide incorrect bank account information and payment is rejected, we will contact you in an attempt to obtain correct information. No additional attempts to deposit funds will be made until account information is corrected. If your bank rejects an electronic transfer or otherwise fails to honor a transaction, you may be charged associated service and return fees. Isagenix may charge an account administration fee against any outstanding balances, to the extent permitted by applicable law. Contact your bank if you are unsure of your bank’s policy or whether any bank restrictions or fees may apply. Available payout methods may vary by country.
- k. Commission Fees shall be paid based on the current information in your Brand Partner profile. You are responsible for informing Isagenix of any changes to your bank account, name, email address, contact information, CRA business number, or other personal information that will impact Isagenix’s ability to issue a valid Commission payment.

#### Commission Disputes

- l. Brand Partners will have access to data and activity and you specifically agree to file any tracking or commission disputes as well as any other disputes and discrepancies within 30 days after the end of the week in which the sale or event that is disputed occurred. Disputes filed after more than said 30 days will not be accepted by Isagenix and Brand Partner forfeits forever any rights to a potential claim.

## **4. TAXES**

It is your responsibility to provide Isagenix with accurate tax and payment information that is necessary to issue a Commission to you. We may deduct or withhold any taxes or other legally required withholdings that we may be legally obligated to deduct or withhold from any amounts payable to you. From time to time, we may request tax information from you. If we request tax information from you and you do not provide it to us, we reserve the right (in addition to any other rights or remedies available to us) to hold your Commissions until you provide this information. You are responsible for the payment of all applicable taxes related to the Commissions you receive.

## 5. OBLIGATIONS REGARDING YOUR SITE

- a. If you decide to create/build your own Sites, you will be solely responsible for the development, operation, and maintenance of any such Site and for all materials that appear on your Site. Such responsibilities include, but are not limited to, the technical operation of your Site and all related equipment; content, descriptions, and references on your Site and linking to our website; the accuracy and propriety of materials posted on your Site; ensuring that materials posted on your Site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal.
- b. You further agree that you will not use your Site to engage in or promote any Prohibited Activity and will comply with all state, provincial, and federal laws, rules and regulation applicable to the operation of your Site.
- c. When promoting Isagenix through your Site, your message must prominently and explicitly disclose that you have a relationship/material connection with Isagenix. Your disclosure should use plain language and be visible across all devices and platforms through which your promotion can be accessed. You must comply with applicable laws and regulations and may not make any false, misleading, or deceptive representations concerning Isagenix products or services. Claims and statements you make about Isagenix products and services must be consistent with approved claims as may be found on product labels or other Isagenix approved materials. You may not make any statement that Isagenix products treat, cure or prevent any disease. You may not make broad claims about the performance of Isagenix products where testing or proof may not exist to back up such claims. You must limit any reviews of Isagenix products to comments on your personal experiences with the product. You may not recommend or suggest that any person discontinue the services or recommendations of or medications prescribed by any healthcare professional.
- d. In all public postings and advertising materials, you will comply with the Ad Standards Canada's Canadian Code of Advertising Standards ("Ad Standards Code"), which can be found at: <https://adstandards.ca/code/the-code-online/>. You must clearly and prominently state the following on your Site or any other location where Isagenix may authorize your display or other use of Program Content: "As an Isagenix Brand Partner, I earn commission from qualifying purchases" or other suitable disclosure consistent with the Ad Standards Code. You may not include any material that does not portray Isagenix, including its products and services, in a positive light. You may not make any statement or commit any act which may denigrate or harm the reputation of Isagenix or its products or services. You may not post any content that is considered offensive, obscene, prohibited by Isagenix, or infringes on any person's Intellectual Property Rights.
- e. You may not include any material that portrays Isagenix, including its products and services, in a negative light. You may not make any statement or commit any act which may denigrate or harm the reputation of Isagenix or its products or services. You may not post any content that is considered offensive, obscene, prohibited by Isagenix, or infringes on any person's Intellectual Property Rights. Unauthorised, false, deceptive, or misleading statements regarding Isagenix or its products or services or otherwise considered inappropriate by Isagenix, constitute a violation of your obligations.
- f. You may not make any use of any Isagenix Marks for purposes other than promoting Isagenix. You may not use the Isagenix Marks in any manner that is disparaging or that otherwise portrays Isagenix, or any Isagenix employee or representative in a negative light.
- g. Unauthorized, false, deceptive, or misleading statements regarding Isagenix or its products or services or otherwise considered inappropriate by Isagenix, constitute a violation of your obligations.
- h. We have the right in our discretion to monitor your Site at any time to determine if you are in compliance with the terms of this Agreement, and you agree to provide us with unrestricted access to your Site for such purpose.
- i. You agree to remove immediately, and in any event not later than 24 hours after request, all material deemed inappropriate by Isagenix, at its sole discretion, or that contravenes your obligations.
- j. We disclaim all liability and responsibility for such matters and you shall indemnify us for any and all claims, losses, suits, demands liabilities, costs or expenses howsoever arising due to any misappropriation, infringement of a third party's Intellectual Property Rights, or of any of your obligations and warranties set forth in this Agreement.

## 6. ISAGENIX RESPONSIBILITIES

We will be responsible for providing all information necessary to allow you to make appropriate Links from your Site to our site. Isagenix will be solely responsible for order processing, including payment processing, cancellations, refunds and related Isagenix service. Isagenix will track the volume and amount of Qualified Purchases generated by your Site, and for providing information regarding Qualified Purchases.

## 7. EMAILS

You shall not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail messages (also known as "SPAM"). Failure by you to abide by the Canada's Anti-Spam Legislation (CASL), as may be amended, in any manner, will be deemed a material breach of this Agreement by you and, in addition to any obligations to indemnify Isagenix, foreclose any and all rights you may have to any Commissions. In addition, if your account has excessive clicks in a very short period of time as determined by Isagenix in its sole discretion, the Brand Partner relationship may be terminated.

## 8. INTELLECTUAL PROPERTY AND LICENSES

- a. Subject to the limitations otherwise in this Agreement, we grant you a non-exclusive, non-transferable, revocable, limited license to (i) access the Isagenix website through the Links solely in accordance with the terms of this Agreement; and (ii) solely in connection with such Links, to use the Isagenix Marks, for the sole purpose of promoting Isagenix, and as approved by us. You may not alter, modify, or change the Isagenix Marks in any way. You may not sublicense, assign or transfer any such licenses, and any attempt at such sublicense, assignment or transfer is void ab initio.
- b. We reserve all our rights in the Isagenix Marks and our other Intellectual Property Rights. We may revoke your license at any time for any reason at our sole discretion, by giving you written notice. If not revoked, the license shall terminate upon expiration or termination of this Agreement.
- c. You grant to us a non-exclusive, royalty free, worldwide license to utilize your names, titles, and logos, as the same may be amended from time to time, to advertise, market, promote, and publicize in any manner our rights hereunder; provided, however, that we shall not be required to so advertise, market, promote, or publicize the Brand Partner Trademarks. This license shall terminate upon the expiration or termination of this Agreement.
- d. You grant permission to Isagenix and its agents and employees the irrevocable and unrestricted right to reproduce photographs and/or video images taken of you, or members of your family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium without any additional compensation to you. This includes all user-generated content provided to Isagenix. Furthermore, you grant permission to use any statements you give, with or without your name, for the purpose of advertising and publicity without restriction or additional compensation. Isagenix shall be entitled to publish information without any additional compensation to you. Your social media content, comments, ideas, and feedback to Isagenix shall become the property of Isagenix and Isagenix may use such without any restriction or additional compensation to you.
- e. To the extent permitted by law, you irrevocably and unconditionally waive and agree not to assert any and all moral rights that you have, or may in the future have, concerning all of your social media content, photographs, video images, statements, comments, ideas, and feedback about Isagenix, including but not limited to, the right to the integrity of any copyright works, the right to attribution, and the right of association.
- f. If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you.

## 9. TERM AND TERMINATION

- a. The Term of this Agreement will commence upon our acceptance of your application to enroll in our Brand Partner Program and our acceptance of your Registration Form and will end when terminated by either party. Either you or Isagenix may terminate this Agreement at any time, with or without cause, upon written notice. You are only eligible to earn Commission Fees on Qualified Purchases occurring during the Term, and Commission Fees earned through the date of termination will remain payable only if the orders for the related Isagenix products are not canceled and comply with all terms stipulated in this Agreement. We may withhold your final payment of Commission Fees for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Users is legitimate as determined by Isagenix in its sole discretion.
- b. Any Brand Partner who violates either this Agreement or Isagenix's Terms of Use will immediately forfeit any right to any and all accrued Commissions Fees and may be removed from the Program.
- c. Isagenix may remove a Brand Partner from the Program, and terminate or suspend this Agreement, at any time for any reason, in Isagenix's sole discretion.
- d. Without limitation, Brand Partner's participation in the Program, and this Agreement, will be deemed automatically terminated and all commissions forfeited upon Brand Partner's violation of any of the terms of this Agreement, Isagenix's Terms of Use or of any applicable law or regulation.

## 10. MODIFICATIONS

We may modify any of the terms and conditions contained in this Agreement and the Commission Schedule in our sole discretion. Such modifications shall be posted to our site and shall take effect 30 days after the date of such posting. If any portion of this Agreement is deemed by any arbitrator or court of competent jurisdiction to be invalid or unenforceable, it is your and Isagenix's 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 Policies and all other agreements shall remain in full force and effect.

## 11. DISCLAIMERS

ISAGENIX MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE BRAND PARTNER PROGRAM, THE ISAGENIX SITE, THE LINKS OR ANY ISAGENIX PRODUCTS SOLD THROUGH THE BRAND PARTNER PROGRAM (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF THE ISAGENIX SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, INCLUDING THE TRACKING OF INFORMATION ABOUT REFERRED USERS DURING THE PERIOD OF INTERRUPTION. YOU USE OUR SITE, THE PROGRAM, THE LINKS (INCLUDING ANY WIDGETS OR PLUGINS) AND OUR SERVICES AT YOUR SOLE RISK AND AT YOUR OWN FREE WILL. ISAGENIX MAKES NO REPRESENTATIONS AS TO ANY OF THE INFORMATION FOUND ON THE ISAGENIX SITE. THE BRAND PARTNER PROGRAM AND OUR PRODUCTS, AS WELL AS ALL MATERIALS ON ISAGENIX'S SITE AND THE LINKS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE ISAGENIX SITES AND/OR PRODUCTS/SERVICES.

YOU ACKNOWLEDGE THAT ISAGENIX IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE PROGRAM, OUR SERVICE OR THE ISAGENIX SITE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. ISAGENIX MAKES NO WARRANTY AND DISCLAIMS ALL LIABILITY REGARDING THE COMPLETENESS, ACCURACY, CONSISTENCY OR SECURITY OF THE ISAGENIX SITE AND THE ISAGENIX PRODUCTS. WE ARE NOT RESPONSIBLE OR LIABLE FOR HARM THAT RESULTS FROM YOUR ENROLLMENT TO THE BRAND PARTNER PROGRAM, OR USE OF THE LINKS, THE ISAGENIX SITE OR ANY SERVICE OR PRODUCT PROVIDED THEREIN.

SHOULD THE MATERIALS OR SERVICES PROVIDED PROVE DEFECTIVE AND/OR CAUSE ANY DAMAGE TO EQUIPMENT OR ANY LOSS OR INCONVENIENCE TO THE BRAND PARTNER OR ANYONE CLAIMING THROUGH THE BRAND PARTNER, THE BRAND PARTNER ASSUMES THE ENTIRE COST AND LIABILITY FOR SUCH DAMAGE OR LOSS.

ISAGENIX MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE AMOUNT OF MONEY A BRAND PARTNER MAY EARN BY PARTICIPATING IN THE PROGRAM.

## 12. LIMITATION OF LIABILITY

ISAGENIX, ITS SUBSIDIARIES AND AFFILIATES AND ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR SUPPLIERS WILL NOT, UNDER ANY CIRCUMSTANCE, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT, THE BRAND PARTNER PROGRAM AND/OR THE USE OF THE LINKS OR ANY WIDGETS OR PLUG-INS PROVIDED BY ISAGENIX, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, ISAGENIX, ITS SUBSIDIARIES AND AFFILIATES AND ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS OR SUPPLIERS WILL NOT BE HELD LIABLE FOR ANY LOSSES OF ANY KIND THAT MAY RESULT DUE TO DOWNTIME AND/OR THE AVAILABILITY OF THE ISAGENIX SITE OR THE BRAND PARTNER PROGRAM AND/OR ANY OTHER THIRD PARTY DOWN TIME.

ON REQUEST ISAGENIX MAY PROVIDE YOU WITH CONSULTATION ON VARIOUS ASPECTS OF SOCIAL MEDIA USAGE. SUCH CONSULTATION AND ANY RELATED ADVICE IS PROVIDED FREE OF CHARGE, 'AS IS' AND WITHOUT WARRANTY AND THE BRAND PARTNER ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR HER/HIS OWN PRACTICES AND STRATEGY WITH REGARD TO THIS CONSULTATION. BRAND PARTNER ACKNOWLEDGES AND AGREES THAT ISAGENIX WILL NOT BE RESPONSIBLE FOR ANY LIABILITY ARISING IN RESPECT OF THE PROVISION OF SUCH CONSULTATION.

ISAGENIX'S AGGREGATE TOTAL LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE BRAND PARTNER PROGRAM WILL NOT EXCEED IN ANY EVENT THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

### 13. RELATIONSHIP OF THE PARTIES

- a. Independent Contractor. You acknowledge and agree that you are an independent contractor acting in the capacity of a wholly independent marketing representative who establishes and services retail customers for Isagenix products. Your status as such does not constitute either a sale of a security, franchise or a distributorship (exclusive or otherwise). The Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between you and (i) any other Brand Partner of Isagenix, and/or (ii) Isagenix, and/or (iii) any Isagenix Independent Associate. You acknowledge and agree that you are not an agent, employee, legal representative or franchisee of Isagenix, of any other Brand Partner of Isagenix or of any Isagenix Independent Associate. You further understand and agree that you will not be treated as an employee for federal or provincial tax purposes, and will not be treated as an employee for purposes of the Canada Labour Code, the applicable provincial Employment Standards Act, or any provincial unemployment laws, provincial employment security laws, or any provincial workers compensation laws. You understand and agree that you are responsible for and will pay all federal, provincial and other taxes (including without limitation all applicable federal and provincial withholding taxes, source deductions, PST, GST, HST, income tax, other taxes, employment insurance premiums, Canada Pension Plan contributions, worker's compensation contributions or provincial employee health tax contributions and other levies, premiums, self-employment taxes, sales taxes and local taxes), and/or local license fees that apply to your activities and compensation received as an independent contractor. You understand and agree that you are responsible for and will pay all expenses incurred in connection with the operation of your business, including but not limited to travel, meals, accommodation, secretarial, office, telephone and other business expenses. As a self-employed independent contractor, you will be operating on your own accord. You have complete freedom in determining the time you devote and scheduling time. As a self-employed independent contractor, you are also responsible for complying with any applicable federal, provincial, or local business licensing requirements.
- b. Change of Sponsor. When you become a Brand Partner, you will occupy a position in your enrolling sponsor's (the person who referred you to Isagenix) team placement tree in accordance with the Isagenix Team Compensation Plan. You may change your sponsor only in limited situations, after a wait-out period and on conditions established by Isagenix below. Once conditions and applicable wait out period have been met, you may reapply for a new account under the new desired sponsor. Any request to change sponsorship or placement must be made in writing and sent directly to Isagenix via email to [Placements@isagenixcorp.com](mailto:Placements@isagenixcorp.com). Note: others who are registered under your original account will not be transferred to your new account.
  - i. Brand Partners who have never earned a commission or who have earned commissions totaling less than \$550 from Isagenix over the 12-month period immediately preceding their last commission payment may reapply under a new enrolling sponsor six months after the date of their last commission payment.
  - ii. Brand Partners who have earned commissions totaling \$550 or more from Isagenix over the 12-month period immediately preceding their last commission payment may reapply under a new enrolling sponsor twelve months after the date of their last commission payment.
- c. Account Status. Your account will remain in active mode for 120 days after a purchase through your Links. After that 120-day period, your account will be changed to an inactive mode unless it is reactivated again with a new purchase. Your account may be reactivated by a purchase made within 12 months of it becoming inactive, otherwise your Agreement will be considered terminated.
- d. Non-Solicitation. As an independent contractor you may participate in other business ventures. However, during the term of your relationship with Isagenix and for one year thereafter, you agree that you will not solicit or encourage any Isagenix Associate to join or work with another network marketing or multi-level marketing company.
- e. Income Claims. You agree that you will not make any representations about the actual or potential income that may be earned under the Commission Schedule.

### 14. REPRESENTATIONS AND WARRANTIES

- a. You hereby undertake, represent and warrant to us as follows:
  - i. This Agreement has been duly and validly executed and accepted by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.
  - ii. The execution and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate any provision of law, rule, or regulation to which you are subject, or any agreement or other instrument applicable to you or binding upon your assets or properties.

- iii. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by you in connection with the execution, delivery, and performance of this Agreement or the taking by you of any action contemplated hereby.
- iv. During the term of the Agreement, you will not include in your Site content that is, in our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable or are in violation of our Terms of Use or Acceptable Use Policy.
- v. You have attained the age of majority in your jurisdiction of residence at the time of entering into this Agreement.
- vi. You are not engaged in any Prohibited Activity.
- vii. Each Referred User and each Qualified Purchase referred or submitted by you to us, is valid, genuine, unique and not fraudulent and meets each of the criteria for generating a Commission Fee as provided in this Agreement and the Commission Schedule.
- viii. You shall not use, procure, bid on or otherwise arrange for any sponsored Links which uses or includes any of the Isagenix Marks, names or product names or any variations or similar marks or names.
- ix. You undertake, directly and in any indirect manner, not to register, procure or use any Internet domain name that includes any of the Isagenix Marks or any variations or names similar to any of the Isagenix Marks.
- x. You will not use our competitors' trademarks (or a derivation of a competitor's trademark), or any other word or term that is likely to cause confusion regarding affiliation with the competitor.

## **15. PRIVACY**

We will only collect, process, use and share your personal information in accordance with our Privacy Policy and as set out in these terms and conditions. By participating in this Program, you give your consent for us to collect, process, use and share your personal data in this way. If you do not agree to our Privacy Policy you should not participate in this Program. You agree to comply with all privacy laws applicable to your activities.

## **16. INDEMNIFICATION**

YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS US AND OUR SUBSIDIARIES AND AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, PARTNERS, MEMBERS, AND OTHER OWNERS, AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, SETTLEMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (ANY OR ALL OF THE FOREGOING HEREINAFTER REFERRED TO AS "LOSSES") INsofar AS SUCH LOSSES (OR ACTIONS IN RESPECT THEREOF) ARISE OUT OF OR ARE BASED ON (I) ANY CLAIM THAT YOUR SITE INFRINGES ON ANY TRADEMARK, TRADE NAME, SERVICE MARK, COPYRIGHT, LICENSE, INTELLECTUAL PROPERTY, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY, (II) ANY MISREPRESENTATION OF A REPRESENTATION OR WARRANTY OR BREACH OF A COVENANT AND AGREEMENT MADE BY YOU HEREIN, (III) ANY CLAIM RELATED TO YOUR SITE, INCLUDING, WITHOUT LIMITATION, ITS DEVELOPMENT, OPERATION, MAINTENANCE AND CONTENT THEREIN NOT ATTRIBUTABLE TO US OR (IV) BRAND PARTNER ENGAGING IN ANY PROHIBITED ACTIVITY.

## **17. INDEPENDENT INVESTIGATION**

Your application submission acknowledges that you have read this Agreement and agree to be bound by all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit Isagenix relationships on terms that may differ from those contained in this agreement. We may also solicit Isagenix relationships with entities that operate websites that are similar to or compete with your Site. You have independently evaluated the desirability of participating in the Isagenix Brand Partner Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.

## **18. ASSIGNMENT**

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Any purported assignment shall be void ab initio. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

## **19. WAIVERS**

Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement.

## 20. REMEDIES TO ISAGENIX

Without limiting any other available remedies, your violation of any of the terms or conditions contained in this Agreement may result in, among other things, (a) the immediate termination of this Agreement; (b) the withholding or cancelling of Commissions due to you; or (c) the commencement of an action by Isagenix against you seeking, without limitation, injunctive relief, recovery of actual, statutory, or punitive damages.

## 21. DISPUTE RESOLUTION AND GOVERNING LAW

This Agreement shall be governed by the laws of the State of Arizona, U.S.A. ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE COMMISSION SCHEDULE, OR THE BREACH THEREOF, SHALL BE SETTLED BY CONFIDENTIAL BINDING ARBITRATION. All arbitration proceedings shall be held in Maricopa County, State of Arizona, unless the laws of the jurisdiction where you reside expressly require the application of its laws, in which case the arbitration shall be held in the capital of that jurisdiction. At least one arbitrator shall be an attorney at law experienced in business law transactions and affiliate marketing. Neither the parties nor the arbitrator(s) may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses, including legal and filing fees; provided, however, that the arbitrator will have discretion to award legal fees and other costs to the prevailing party. The decision of the arbitrator shall be final and binding on the parties. This agreement to arbitrate shall survive any termination or expiration of your relationship with Isagenix.

Nothing in the arbitration provision prohibits either party from obtaining a temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect the party's interests prior to, during or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with an arbitration or other proceeding. The arbitrator(s) will have the authority to continue injunctive relief and to enter a permanent order granting such relief.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## 22. STATUS OF AGREEMENT AND LANGUAGE

If applicable laws or regulations require it, or the functions or features of the Program change, we may need to change this Agreement, our Program features, or the Compensation Schedule from time to time. The current version of our Terms and Conditions and Compensation Schedule can be found on our website. Your continued participation in this Program following the posting of such changes will constitute your agreement to all such changes. If at any time, you do not agree with this agreement, or you do not agree to any modifications, then you must immediately stop participating in the Program. The parties have required that this Agreement and all documents and notices resulting from it be drawn up in English. Les parties aux présents ont exigés que la présente convention ainsi que tous les documents et avis qui s'y rattachent ou qui en découleront soit rédigés en la langue anglaise.

## 23. SURVIVAL

The rights and obligations of the Parties set forth in sections 5, 7, 8, 11, 12, 13, 14, 16, and 21, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## 24. DEFINITIONS

“**Canceled Purchase**” means any purchase refunded, canceled, returned, suspended or subject to chargeback.

“**Commission Fees**” or “**Commissions**” - Under the Brand Partner Program, subject to the terms hereof, you will be paid Commissions for Qualified Purchases by a Referred User that you directly referred to Isagenix under and in accordance with this Agreement.

“**Isagenix Marks**” means, without limitation, Isagenix's trademarks, trade names, logos, copyrights, service marks, product names, corporate names, and any other distinctive name or brand related to Isagenix, whether registered or not.

“**Isagenix websites**” or “**Isagenix sites**” means [www.Isagenix.com](http://www.Isagenix.com), its sub domains and/or any other website as may be added by Isagenix, at its sole discretion from time to time.

**“Fraudulent Traffic”** – means any deposits or traffic generated at the Brand Partner Site through illegal means or in bad faith to defraud Isagenix, regardless of whether or not it actually causes harm to Isagenix. Fraudulent Traffic includes but is not limited to spam, false advertising, deposits generated by stolen credit cards, collusion, manipulation of the services, system, bonuses or promotions not approved by Isagenix, offers to share Commissions, directly or indirectly, with any Referred User and any other unauthorized use of any third party accounts, copyrights or trademarks.

**“Intellectual Property Rights”** or **“IPR”** means without limitation copyrights, trademark rights, patent rights, trade secrets, moral rights, right of publicity, author’s right, contract and licensing rights, goodwill and all other intellectual property rights as may exist now/or hereafter come into existence and all renewals and extensions thereof.

**“Prohibited Activity”** means any activity that involves, facilitates, advocates or promotes one or more of the following: (a) discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age, national origin or disability; (b) libelous, defamatory, obscene, pornographic, sexually explicit or abusive activities; (c) gambling or illegal substances; (d) sedition or illegal activities; (e) false or misleading advertising; or (e) a conflict or violation of any law, rule, regulation or any intellectual property or other rights of any person, party or entity.

**“Qualified Purchase”** means a purchase made by a Referred User of an Isagenix product, provided that such purchase meets the criteria set forth in this Agreement. Any purchase refunded, canceled, returned, suspended or subject to chargeback in the same Commission Week will not be qualified as a Qualified Purchase, and shall be referred to as a “Canceled Purchase”.

**“Referred User”** means each new and unique User referred directly from Brand Partner through a Link provided by or approved by us, which meets the criteria set forth in this Agreement, who makes a Qualified Purchase.

**“Registration Form”** means any and all order forms for enrollment, registration forms, or other signup or acceptance forms (whether online, paper, fax, or otherwise) submitted by you in order to enroll into Isagenix’s Brand Partner Program, or, as applicable, the Referred User to make a Qualified Purchase.

**“Terms of Use”** means Isagenix’s terms of use applicable to all users, as amended from time to time, available at [www.Isagenix.com](http://www.Isagenix.com) and clicking on Terms of Use.

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## ACCEPTABLE USE POLICY

1. This policy forms part of your Isagenix Brand Partner Marketing Agreement with us. You agree that you will not: use the Program, or any social media account in the course of any proposal or campaign, for the purposes of distributing or facilitating distribution of any Brand Partner-generated content that is offensive, obscene, prohibited under any applicable laws or regulations, or infringes any person's Intellectual Property Rights.
2. Use another person or entity's email address in order to sign up to use social media channels; engage in fraudulent or abusive purposes (including, without limitation, by using social media channels to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or Isagenix; use the Program for any commercial or business purpose or for the benefit of any third party or to send unsolicited communications; remove or amend any proprietary notices or other ownership information from the Program.
3. Interfere with or disrupt the Program or servers or networks that provide Isagenix's website and social media channels.
4. Except as permitted by law, attempt to decompile, reverse engineer, disassemble or hack any of the Program or Isagenix's website and social media channels, or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by Isagenix.
5. Attempt to "spider", "harvest", "scrape" or collect any information about or regarding other people that use the Program, including, but not limited to any personal data or information (including by uploading anything that collects information such as "spyware").
6. Disrupt the normal operation of Isagenix's website or social media channels or do anything which is likely to have a negative effect on other users' ability to participate in the Program; disobey any requirements or regulations of mobile networks connected to the Program.
7. Attempt to get around technological measures designed to control access to, or elements of Isagenix's website, social media channels or the Program.
8. Claim that you are associated with or endorsed by us unless you have entered into a written agreement with Isagenix to that effect; republish in bulk any information derived from the participation in this Program.
9. "White-label" or otherwise hold yourself out as the originating provider of any content, material or processes shared by Isagenix while participating in the Program.
10. Use the Program in violation of any applicable law or regulatory requirement.
11. You may not sell or promote Isagenix products in countries or territories that have not been officially opened by Isagenix.
12. 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 self-created materials only if 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 and not misleading.
13. You may describe Isagenix products and product experiences only in a manner that is consistent with the product and weight loss claims contained in official Isagenix marketing materials. When making any product or weight loss claim, you agree to accompany the claim with appropriate disclosures. It is your responsibility to disclose all relevant information to ensure any representation you make is truthful and not misleading. You agree that you will not represent that any Isagenix product is intended to diagnose, treat, cure or prevent any diseases.