



ISAGENIX BRAND PARTNER AGREEMENT TERMS AND CONDITIONS (UNITED KINGDOM)

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. 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 on your Site links to an Isagenix website. Any person or entity that participates or attempts to participate in our brand partner marketing program ("you", "your", or "Brand Partner") must accept this Brand Partner Agreement ("Agreement") without change.

The purpose of this document is to set forth the terms and conditions that apply to your status as a Brand Partner with Isagenix (UK) Ltd. ("Isagenix", "we", "our", "us"). Isagenix UK is a UK-registered Private Limited Company, registered office at Lower Ground, Ground, First and Second Floors Watchmaker Court, 31 to 34 St John's Lane, London EC1M 4DB, Co. No. 9895521, VAT number 251 4155 33. Please read through these terms and conditions carefully as you will be required to explicitly accept them as a condition for your application as an Isagenix Brand Partner. Please also read the Isagenix Privacy and Cookies Policy and Commission Schedule. We will send you a copy of these terms and conditions either in a hard copy or, subject to your consent, as attachment to your membership confirmation email. Once your application is submitted to and accepted by Isagenix, these terms and conditions, the Isagenix Privacy Policy as well as any documents, terms, policies, etc. referenced herein ("Isagenix Documents") will constitute an entire Agreement between you and Isagenix regarding your status as a Brand Partner. The day of the confirmation email which we will send to you will be the effective date of your Agreement and the start date of your membership as a Brand Partner. If you have any questions regarding these terms and conditions as well as any issues during the ordering process, please contact our Customer Care team CustomerServiceEU@IsagenixCorp.com or on **0 808 189 0490**. Accordingly, you understand and agree as follows:

- To enter into this agreement with Isagenix, you must be 18 years old or over and reside in the United Kingdom.
- You must accept and 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. When persons click through the Links and purchase an item sold on the Isagenix website, you can 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").
- b. When persons click through the Links and purchase an item sold on the Isagenix website, you can 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 persons that are referred to us with browsers that do not have their cookies setting enabled.

- b. Referred Users 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. Product prices and availability may vary from time to time. You may include current price information in your product descriptions only if such information is provided to you by Isagenix, provided that any price information must be accompanied with a statement on your Site indicating to the user that in the event of any price difference between your Site and Isagenix, the price listed on Isagenix will govern. We cannot guarantee the availability or price of any particular product.

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. Commissions 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 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 we suspect 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 Commissions any and all Commissions corresponding to any fraudulent, improper, questionable, or canceled purchases.
- d. Isagenix, in its sole discretion, may, among other available remedies, withhold indefinitely any Commission, 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 Referred User within 24 hours after the Referred User has initially entered our website (“Commission Time”) as long as the Referred User has cookies enabled and we are able to track such Referred User and the Referred User reenters our website directly during that time (and not through another Brand Partner link). We will not pay Commissions on any products that are purchased on our website when a Referred User has re-entered our website (other than through a qualifying Link from your Site) after the Commission Time or where the Referred User’s system does not allow us to track them, even if the Referred User previously followed a link from your Site to our website. Commissions will not be earned on products where a Referred User’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 Referred Users directly to Isagenix without the Referred User first being sent to a Brand Partner Site and the Referred User 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 sale price listed on our website 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 database, at any time. If you have any questions concerning whether a certain item is eligible for a Commission, please contact 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 each 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 Referred User 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 USD.) 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. Commissions 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, tax identification 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. Subject to applicable law, 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 and federal laws, rules and regulation applicable to the operation of your Site.
- c. When promoting Isagenix through your Site, your message must make it clear that you have a relationship/material connection with Isagenix. 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 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 all applicable laws, regulations, and guidelines in the jurisdictions in which you conduct business. You must clearly and prominently state on your Site or any other location where Isagenix may authorise your display or other use of Program Content: suitable and legally required disclosures.
- e. 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.
- 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. 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.
- 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 website. 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. SPAMMING

Spamming is prohibited. Spamming includes, but is not necessarily limited to, the following: a) sending unsolicited email messages that contain any email or web addresses from your account to online users; b) posting messages that contain your service address in news groups that are unrelated to your products or service; c) creating false "from sources" in an email message, or in a newsgroup posting with your services address, thereby giving the impression that the message

originated from Isagenix or its network of Independent Associates; d) sending unsolicited email to people that are not within your downline or with whom you have no prior business or personal relationship or (e) sending unsolicited email to individuals who have not consented to receive email from you.

8. PERSONAL DATA AND PRIVACY

“Personal Data” is any detail about the person that can be used to identify such person, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity. When you register as a Brand Partner, you will be asked to acknowledge that we have provided you with our Privacy Policy. Our Privacy and Cookies Policy describes how Isagenix and, as necessary, affiliated Isagenix entities, third-party contractors and Isagenix Associates store, use and process (including through automatic means) your Personal Data.

The Personal Data required to set up your Isagenix Accounts and collected while you are a Brand Partner is necessary for Isagenix to operate and coordinate its distribution network and carry out its obligations under this Brand Partner Agreement and other agreements as well as for debt collection, fraud prevention, marketing and statistical purposes. The Personal Data collected is used by Isagenix internal departments and external providers taking part in the operation and management of the distribution network.

We undertake to keep all Personal Data confidential and secure (although we reserve the right to disclose this information in the circumstances set out below). We will keep it on a secure server(s) and will fully comply with all applicable Data Protection and consumer legislation.

We confirm that any Personal Data which you provide to us (or which is available on public registers) and any information from which we can identify you is obtained, held, organised, changed, stored, distributed, used, disclosed and disposed of in accordance with our Privacy and Cookies Policy and only for purposes described here, especially the following:

- for processing your Orders, effecting payments, reimbursements and generally any processing related to our mutual financial obligations under the Brand Partner Agreement;
- for administering your membership;
- for statistical or survey purposes to improve the website, online tools and our services to you;
- for serving website content and advertisements to you;
- for administering of the website;
- for communicating with you, including sending you any marketing material you have agreed to receive.

As the website is owned by Isagenix Worldwide, Inc., any Personal Data you provide through the website will automatically be transferred to their servers in the USA. Because of the way our business model works, where all members are connected, that Personal Data may also be accessed from any country in which we operate.

When we provide your Personal Data to authorised third parties, we will provide only such Personal Data that is needed by them to perform their services. All authorised third parties are explicitly prohibited from using any Personal Data for any other purposes and from sharing any Personal Data with anyone other than us or as may be required by law.

You should be aware that, if we are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Data and/or User Information, we are entitled to do so.

You have data protection rights, including a right to inspect your Personal Data at any time and receive a copy of it. You can exercise your rights or update your Personal Data by sending an email to PrivacyEU@IsagenixCorp.com or by calling **0 808 189 0490**.

Please refer to the Isagenix Privacy and Cookies Policy for the full information on why we collect, how we use and protect Personal Data as well as what your rights and obligations with regard to your Personal Data are.

9. ISAGENIX COMMUNICATIONS

When becoming a Brand Partner, you will be asked whether you wish to opt in to receive communications such as but not limited to emails and/or texts concerning promotions run by Isagenix or Isagenix-associated parties (such as the Isagenix entity in your country of residence, your Enrolling Sponsor, Placement Sponsor and your Support Team) and news concerning Isagenix and other business developments. Isagenix may analyse your Personal Data in order to provide you with offers and information better tailored to your interests and specific shopping history.

If you wish to opt out of promotional emails or texts or other communications, you can unsubscribe from our promotional list by following the unsubscribe options in the promotional email or text itself by logging into your account to opt out and update your marketing preferences or simply by contacting us to let us know.

Whether or not you opt into promotional communications, Isagenix and the Isagenix-associated parties may nevertheless send you operational or service communications concerning your Brand Partner Account, the Isagenix Brand Partner Support System, the use of other Isagenix services, any updates concerning new and existing technical features or legal or regulatory communications including privacy notices. Any standard text messaging charges applied by your mobile phone carrier will apply to text messages we send.

10. LIMITED USE OF INFORMATION OF OTHER PERSONS

If you, in your capacity as Brand Partner, obtain, record, organise, store, change, retrieve, consult, use, disclose, make available, dispose of or otherwise process Personal Data of Referred Users or of any other person, you undertake to keep such Personal Data confidential and secure; you also acknowledge that you are entirely responsible (and Isagenix is not in any way responsible) for complying with the applicable data protection and privacy laws and hereby agree to do so. You must also do so in a manner consistent with the Isagenix Privacy and Cookies Policy, as may be changed from time to time. Your processing may, for example, occur: (a) if you collect or use Personal Data offline; (b) if you use Personal Data provided to you by the Company (e.g., in emails or from the ABO); or (c) when you use Personal Data in any Isagenix provided system.

Under these laws, you must register with the Information Commissioner's Office (ICO) in the UK, unless you are exempt, and must comply with all other applicable data protection requirements. It is your responsibility to assess your need to register and to perform such registration if required and to comply with data protection and privacy laws. There are penalties for failure to register (unless exempt) and stringent sanctions for non-compliance with data protection and privacy laws. You can find more information about the requirement to register in the ICO's website (as January 2022, the registration page is here: <https://ico.org.uk/for-organisations/register/>); <https://ico.org.uk>; you can further register with the ICO and find tools and resources to help you to comply with data protection and privacy laws on the ICO's website <https://ico.org.uk/>.

You hereby agree to take appropriate measures at all times (from obtaining to disposal) to protect other individuals' Personal Data from a security breach (meaning the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed). You must take appropriate technical and organisational measures to ensure a level of security appropriate to the risks. What is appropriate will depend on the technical and other security solutions available and their cost, the nature, scope, context and purposes of your processing as well as the risks (the likelihood of a security breach and the potential impact on individuals' privacy rights if there is a security breach), and you must take all these into account in assessing what is appropriate and putting in place measures to ensure the Personal Data are protected.

Notwithstanding the fact that you may handle Referred Users' and other persons Personal Data, you also understand that any registration as a Referred User or other Brand Partners is personal to that individual and requires understanding and personal acceptance by that individual of certain terms and conditions and other Isagenix Documents. You therefore agree that, if you use any Personal Data to register a new Referred User or Brand Partner, this shall only be done with the individual's full knowledge and their written or other explicit consent, as the law requires proof that consent was given.

You will indemnify and hold Isagenix harmless from any losses, damages, liabilities, costs, charges or expenses, including any administrative sanctions arising from any breach of this data protection section, or breach of the data protection laws, by you; you will also indemnify and hold Isagenix harmless from any losses, damages, liabilities, costs, charges, expenses or claims for compensation from any Customer or Brand Partner, suffered or incurred by the Company arising out of or in connection with any dispute that you or the Company may have with such Referred User or Brand Partner regarding their registration and/or use of their Personal Data.

Please note that Isagenix is the controller of Personal Data in the website and in any other Isagenix-provided system (together "Isagenix Systems"). You will have no further access to those Personal Data once your membership ends.

Isagenix is responsible for its own compliance as a controller under applicable data protection and privacy laws in respect to its processing of Personal Data in the Isagenix Systems (and you are not responsible). Isagenix discharges some of its responsibilities in providing the Privacy Policy on the website and elsewhere on the Isagenix Systems (e.g., in other notices) and in the Isagenix Systems (e.g., regarding security). Isagenix provides a central contact point for individuals to get in touch regarding any data protection-related query. Isagenix will respond (and you must not respond) to individuals exercising their data protection rights in relation to Isagenix's processing of Personal Data in the Isagenix Systems. If you receive a request from an individual or from anyone else about Isagenix's processing, you must notify Isagenix's data protection officer immediately. Isagenix will deal with any required reporting of security breaches in respect to the Isagenix Systems. Therefore, if you know or reasonably suspect your login credentials or any Isagenix System has been compromised, you must notify Isagenix's data protection officer immediately.

11. 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 such. 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. 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.

12. 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 Commissions on Qualified Purchases occurring during the Term, and Commissions 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 Commissions 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.

13. MODIFICATIONS

We may modify any of the terms and conditions contained in this Agreement and the Commission Schedule at any time in our sole discretion. Such modifications shall take effect when posted on our site and Isagenix, in its sole discretion, may, but does not undertake to, notify you of any modifications, unless other means of notice are required by applicable law. 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 terms and conditions and all other agreements shall remain in full force and effect.

14. 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.

15. 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 THRID 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 COMMISSIONS PAID TO YOU UNDER THIS AGREEMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

16. RELATIONSHIP OF THE PARTIES

- a. Independent Contractor. You and Isagenix are independent contractors. You acknowledge and agree that you are not an agent, employee, legal representative or franchisee of Isagenix, or any Isagenix Independent Associate. You further understand and agree that you will not be treated as an employee for federal or state tax purposes, and will not be treated as an employee for purposes of the Federal Unemployment Act, Insurance Contributions Act or Social Security Act, or any state unemployment laws, state employment security laws, or any state workers compensation laws. You understand and agree that you are responsible for and will pay all federal and state taxes, including income taxes, self-employment taxes, sales taxes, local taxes, and/or local license fees that apply to your activities and compensation received. 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, state, 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. 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 US\$500 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 US\$500 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, subject to applicable law, 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.

17. 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 authorisation 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 are at least eighteen (18) years of age.
 - 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 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 trademarks, 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 trademarks or any variations or names similar to any of the Isagenix trademarks.
 - 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 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.

23. APPLICABLE LAW AND JURISDICTION

This Agreement and Isagenix Documents are governed by the laws of The Netherlands. This means a contract for the purchase of Products through our website and any dispute or claim arising out of or in connection with it will be governed by the law of The Netherlands. You and we both agree that the courts of the Netherlands will have exclusive jurisdiction, unless the laws of the jurisdiction where you reside expressly require the application of its laws and jurisdiction, in which case the arbitration shall be held in the capital of that jurisdiction.

24. STATUS OF AGREEMENT

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.

25. 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, its sub domains and other websites controlled by Isagenix 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, purchases made with 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 unauthorised 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 available on the Isagenix UK website and clicking on Terms of Use, as amended from time to time.

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. 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.