



ISAGENIX (ASIA PACIFIC) AUSTRALIA PTY LTD. INDEPENDENT ASSOCIATE APPLICATION & AGREEMENT

Australia and New Zealand

Updated: April 30, 2025

The purpose of this document is to set forth the terms and conditions that apply to your Independent Associate relationship with Isagenix (Asia Pacific) Australia Pty Ltd. (ACN 122 975 957) ("Isagenix"). Accordingly, you understand and agree as follows:

1. Eligibility

To be eligible to become an Isagenix Independent Associate ("Associate"), you must: (a) be legally competent and of legal age (at least 18 years old or age of majority) to enter into a binding contract in the jurisdiction in which you reside; (b) be a citizen or taxpaying resident of, with a legal right to work and earn compensation in Australia or New Zealand; (c) submit a complete, legible, unaltered, and valid Isagenix Independent Associate Application and Agreement ("IAAA"), that includes valid and accurate personal contact information; (d) pay any applicable Membership Fee; (e) provide a valid personal tax identification number (TIN) to Isagenix; and (f) not currently hold or have previously held any interest in an Isagenix Position (directly or indirectly through a family member, business entity or otherwise) unless you have met the reenrolment criteria in Section 3.6 of the Isagenix Policies & Procedures. Isagenix will not be responsible for any delay, loss or forfeiture of any payments held pending completion of the application and enrolment process or receipt of required information or a valid SSN or TIN.

2. Your Agreement

By submitting an IAAA, you are applying for legal authorisation to become an Isagenix Independent Associate and are entering into a contract with Isagenix. The contract between Isagenix and you includes:

- The IAAA;
- The Isagenix Policies & Procedures ("Policies");
- The Isagenix Compensation Plan;
- The Isagenix Privacy and Cookie Policy ("Privacy Policy"); and
- The Guidance Documents attached to the Policies as Appendix C.

These documents are incorporated by reference into one another and form the parties' integrated "Agreement." By becoming an Associate, you agree that you have read, understand, and agree to be bound by the Agreement. Except as expressly provided herein, in the event of a conflict between any document in the Agreement, the following order of priority shall control: first the Policies, then the IAAA, then the Privacy Policy, then the Compensation Plan, and then the Guidance Documents.

You understand that you are entitled to a cooling-off period of ten (10) business days, during which you may cancel your Position and terminate this Agreement for any reason and any money paid under this Agreement during the cooling-off period will be refunded to you.

Throughout your relationship with Isagenix, you may elect to undertake additional responsibilities which may require you to execute documents setting forth the terms and conditions applicable to those additional responsibilities. Such documents, if applicable, shall also be incorporated into and become part of the parties' Agreement to the same extent as the documents identified above.

The Agreement, in its current form and as amended by Isagenix from time to time, supersedes any and all prior agreements between you and Isagenix and constitutes the entire contract between you and Isagenix. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect, and you and Isagenix each represent that you have not relied on any promises, representations, or any other statements of any kind not contained in the Agreement.

Isagenix reserves the right to amend the Agreement and its prices as provided in Section 2.2 of the Policies. By executing this document and entering into the Agreement, you agree to be bound by any and all amendments to the Agreement, as adopted by Isagenix in its sole discretion pursuant to Section 2.2 of the Policies. You must accept the terms of any amendment proposed by Isagenix within 30 days of receiving notice of the amendment. **You agree that your acceptance of all amendments adopted by Isagenix is a condition of maintaining your Isagenix Position and receiving payments under the Compensation Plan.** You further agree that the continuation of your relationship; your acceptance of bonuses, commissions, or other Compensation; and/or the purchase of Isagenix product after receiving notice of an amendment shall constitute adequate consideration to support such amendments, which shall be incorporated into the Agreement as of the effective date. Your Agreement is subject to cancellation if you refuse to accept any amendment to the Agreement adopted by Isagenix. You may opt out of any proposed amendments by canceling your Agreement prior to the effective date of such proposed amendments.

3. INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER NOTICE.

SECTION 9.6 OF THE POLICIES CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH IS INCORPORATED HEREIN BY REFERENCE, REQUIRING YOU TO RESOLVE ANY DISPUTE (AS DEFINED IN THE POLICIES) BETWEEN YOU AND ISAGENIX THROUGH FINAL AND BINDING INDIVIDUAL ARBITRATION, INSTEAD OF IN COURT, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, REQUIRING YOU TO FOREGO ALL JURY TRIALS AND WAIVE ANY RIGHT TO HAVE ANY DISPUTE HEARD AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, AND ALL OTHER TYPES OF COURT PROCEEDINGS OF ANY AND EVERY KIND. BY AGREEING TO THE AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, CAREFULLY CONSIDERED, AND UNDERSTAND ALL OF THE PROVISIONS OF THE INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION WAIVER PROVISIONS, AND THAT YOU EXPRESSLY AGREE TO BE BOUND THEREBY.

4. DISPUTE RESOLUTION:

You agree that any unresolved dispute will be resolved and settled in accordance with and pursuant to Section 9.10 of the Policies and Procedures. Unless otherwise prohibited by law, in the event that any claim or controversy between you and Isagenix is not subject to arbitration as set forth in said Policy 9.10, the laws of the state of New South Wales will govern without regard for conflict of law principles, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of Sydney, Australia for associates residing in Australia or Auckland, New

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Zealand for associates residing in New Zealand. This IAAA shall be binding on the successors and assigns of both parties.

5. Independent Contractor Status; No Franchise Created.

As set forth in Section 2.6 of the Policies, you agree that as an Associate, you are an independent contractor. You further acknowledge and understand that the acceptance of this Agreement does not constitute the sale of a franchise or a distributorship, that there are no exclusive territories granted to anyone, that no franchise fees have been paid or collected, and that you are not acquiring any security interest.

6. Payment and Remuneration

As an Associate, you will be eligible to participate in the selling and distribution of Isagenix products and receive remuneration and other rewards based on product sales as detailed in the Compensation Plan. Remuneration is not determined by the number of hours worked. **YOU ARE NOT GUARANTEED ANY INCOME, AND YOU ARE NOT ASSURED OF ANY PROFIT OR SUCCESS.**

You certify that neither Isagenix nor your Sponsor(s) has made any claims of guaranteed earnings, success, retirement, or misleading representations of anticipated earnings that might result from your efforts as an Associate. Your success as an Associate is dependent upon your own efforts and skills, as well as other factors, some of which you may not control; additionally, you cannot anticipate receiving income as a result of the efforts of any other individual or entity other than yourself (and your spouse, if you are co-owners of a Position).

Isagenix reserves the right to amend the Compensation Plan at any time and in its sole discretion. By executing this document, you agree that you have no right or expectation in being compensated according to the Compensation Plan in effect at the time you execute this document, and that you will only receive compensation, if at all, in accordance with the Compensation Plan in effect at the time the compensation is earned.

Isagenix electronically deposits commission and bonus payments directly into the bank account you specify. A \$1.00 USD fee is charged for each deposit and will be deducted from the payment. **YOU HEREBY AUTHORISE SUCH ELECTRONIC DEPOSITS AND FEES.**

Commission weeks run Monday – Sunday. Isagenix pays weekly, every Monday (Arizona Time), one week in arrears. Isagenix may hold payments until compensation totals \$10.00 USD or more. If you provide incorrect bank account information and payment is rejected, Isagenix may 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.

7. Credit Card, Debit Card, ACH and Bank Draft Acceptance and Authorisation

To place initial and future orders, you must supply Isagenix with a valid form of payment, which may include your credit card, debit card and/or your confidential bank account information (via your voided check) for Isagenix's files exclusively for the purpose of paying for products, materials, sales aids, and/or services for your business. You hereby authorise Isagenix to charge your credit card or debit card for the amount of your orders or, where applicable, to deduct the amount of your orders by electronically transferring the funds (ACH transfer) from your bank account. You understand and agree that should you make a personal business decision to order products, literature, or other items from Isagenix on behalf of any other person by authorizing use of your Account or payment information, you accept all risks associated therewith and will be bound by the terms of the Agreement regardless of any decision or actions taken by the person you so authorise. You further agree to hold Isagenix harmless from any dispute either you or Isagenix may have with such person resulting from your business decisions and actions or those of the person.

If you fail to pay for products or other items ordered through Isagenix, you authorise Isagenix to withhold the appropriate amounts from your Compensation payments, and to debit or charge any debit or credit card or electronic checking accounts which you have provided to Isagenix. If payment isn't made, Isagenix may, at its discretion, cancel or suspend your Agreement and future Compensation, and Isagenix may place your Position on inactive status for an indeterminate period, in addition to any other remedies available to Isagenix.

Any Compensation earned and paid on products that are returned is the obligation of and shall be repaid to Isagenix by you. Isagenix has the right to offset such amounts, and any other amounts owing from you to Isagenix, against future commissions and other bonuses paid or owed to you.

8. Personal Data and Privacy

You agree not to sell personal identifying information or information related to Isagenix and/or your Associate relationship. This covenant will survive the expiration or cancellation of the IAAA.

The personal data disclosed in establishing your Isagenix Account, as well as personal data collected in fulfilling our obligations, is necessary for Isagenix to operate and coordinate its distribution network and carry out its obligations under this and other agreements. The data collected is used by Isagenix's internal and third party service providers taking part in the operation and management of the distribution network. Accordingly, you consent to the disclosure of your name, telephone number(s), fax number, e-mail address(es), shipping address(es) and other contact information listed on your application or otherwise provided to Isagenix, and information regarding your Isagenix purchases (excluding payment card/account information), to Isagenix's internal departments, external service providers, Enrolling Sponsor, and Placement Sponsor.

9. Use of Name, Likeness, Image, and/or Testimonials for Isagenix Promotional Purposes

You authorise the lawful and unlimited use of your full name, likeness, image, voice, written comments, testimonials or other documentation in connection with marketing, publicizing, or otherwise promoting Isagenix products, marketing programs, opportunities, services, or promotional literature and supplies, without remuneration or other consideration being paid to you. You further consent to Isagenix's publishing in any of its material, whether electronically or in hard copy, your name, photograph, city and state of residence, the Compensation, awards, prizes, and recognition you receive, and any other information Isagenix customarily publishes about Associates, without remuneration being paid to you. Your testimonial or endorsement of Isagenix products or other personal participation is made of your own free will and you will not be paid any monetary sum for doing so.

10. Isagenix Communications and Consent

By becoming an Associate, you consent to receiving communications from Isagenix, including e-mail, text message, calls, and push notifications.

You agree that texts, calls, or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Isagenix and its affiliated companies may include but are not limited to: operational communications concerning your Isagenix Account or use of Isagenix services, updates concerning new and existing features, communications concerning promotions run by Isagenix or our third-party partners, and news concerning Isagenix and other business developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages sent by Isagenix.

If you wish to opt out of promotional emails, you can unsubscribe from the Isagenix promotional email list by following the unsubscribe options in the promotional email itself or by going to your Isagenix online account to manage your preferences and deselect the types of information you do not want to receive. You will continue to receive emails regarding business related transactions regardless of the email preferences that are chosen. If you wish to opt out of promotional calls or texts, you may do so. You may opt out of promotional telephone calls by requesting to be placed on Isagenix's do not contact list. You may opt out of texts or calls by contacting Customer Care at 1300-651-979 (AU) or 0800 451 291 (NZ), by emailing us at CustomerServiceANZ@IsagenixCorp.com, or by changing your settings in your Associate Back Office ("ABO"). You acknowledge that you are not required to consent to receive promotional emails, texts or calls as a condition of being an Associate. However, you understand that opting out of receiving such communications may impact your use of Isagenix services and your business. Isagenix reserves the right to alter message frequency at any time (i.e., Isagenix may change the frequency of texts that you receive under this program). Isagenix will notify you via text if it changes the frequency of communications and provide you with the opportunity to opt out. In the event that you change or deactivate your mobile number, it is your responsibility to notify Isagenix to have your mobile number removed. Isagenix and any related third parties are not liable for legal violations that are caused by a carrier network failure or malfunction.

The law prohibits spamming. Spamming includes, but is not necessarily limited to, the following: (a) Sending unsolicited e-mail, direct messages, or text messages that contain any e-mail or web addresses from your account to online users; (b) Posting messages that contain your service address in forums, news groups, message boards, or other online communities that are unrelated to your products or service; (c) Creating false "from sources" in an e-mail message, direct message, text message, or in a newsgroup posting with your services address, thereby giving the impression that the message originated from someone other than you, such as Isagenix or its network of Independent Associates; or (d) Sending unsolicited e-mail, direct messages, or text messages to people with whom you have no prior business or personal relationship.

11. Limited Use of Information of Other Persons

To allow Isagenix to comply with its legal obligations regarding the storage and use of sensitive or confidential data of Isagenix Customers, Brand Partners, and Associates, and to protect the Isagenix brand, you hereby agree to obtain, record, use, hold, transfer, dispose of, and otherwise process personal information about Isagenix Customers, Brand Partners, other Isagenix Associates or any other person (however obtained) in accordance with the Agreement and the applicable law in your jurisdiction and only as necessary for the business purpose of marketing, selling, and distributing Isagenix goods and services.

Unless otherwise provided by Isagenix, you: (a) are prohibited from selling the personal information of Customers, Brand Partners, and other Associates; (b) will comply with privacy and data security obligations equivalent to those imposed on Isagenix under applicable law, including using reasonable security measures to protect personal information, being able to exercise any legally applicable data subject access requests to obtain, modify or delete personal information and deleting any personal information of Isagenix Customers, Brand Partners or other Associates if directed to do so; (c) will collect no more personal information than what is relevant and necessary for your Isagenix business and deleting personal information once it is no longer required; and (d) will not contact anyone by text, phone, or email with marketing or promotional advertisements that has withdrawn or revoked consent to such communication, asked to be placed on a "Do-Not-Call" list, or otherwise indicated they do not wish to be contacted with marketing or promotional advertisements.

If you, in your capacity as an Associate, obtain, collect, record, organize, store, change, retrieve, consult, use, disclose, make available, dispose of or otherwise process personal data of Customers, Brand Partners, or other Associates, you undertake to keep such personal data confidential and secure. 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 put in place measures to ensure the personal data are protected.

You further acknowledge that you are entirely responsible for complying with the applicable state and federal data protection and privacy laws, and you hereby agree to do so with respect to such personal data. You must also do so in a manner consistent with the Privacy Policy, as may be amended from time to time. You agree to indemnify and hold Isagenix harmless from any losses, damages, liabilities, costs, charges or expenses, including any administrative sanctions arising from any breach of this section, or breach of the data protection laws, by you.

Isagenix is the controller of personal data stored on the Isagenix website, in your Associate Replicated Website, in the ABO, 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. Isagenix provides a central contact point for any individual to contact Isagenix with any data protection-related query. Isagenix will 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 immediately by email to Privacy@IsagenixCorp.com and include "Attn: Data Protection Officer" in the subject line. 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 immediately by email to Privacy@IsagenixCorp.com and include "Attn: Data Protection Officer" in the subject line.

12. Assisted Registration

You understand that any registration as Customer, Brand Partner, or Associate is personal to that individual and requires understanding and personal acceptance by that individual of the terms and conditions applicable to that individual's relationship with Isagenix. You therefore agree that

if you assist an individual in registering as a Customer, Brand Partner, or Associate, you shall comply with the following conditions:

You shall obtain an individual's explicit written consent to register that person as an Isagenix Customer, Brand Partner, or Associate.

You shall provide Isagenix with correct information concerning the Customer, Brand Partner, or Associate.

In registering a new Customer or Brand Partner, you shall explain all provisions requiring the consent of the new Customer.

In registering a new Associate, you shall provide the individual copies of the Agreement, allow the individual sufficient time to review the Agreement prior to registering that individual as an Associate, and obtain that individual's written acknowledgement that he or she has read the Agreement and agrees to abide by the terms of the Agreement.

After registering the Customer, Brand Partner, or Associate, you shall safely dispose of that individual's personal data in accordance with Section 11 above.

You shall not access the account of any person you assist in registering as a Customer, Brand Partner, or Associate, for any reason, except with express consent of the Customer, Brand Partner, or Associate.

You agree to indemnify and hold Isagenix harmless from any losses, damages, liabilities, costs, charges, expenses or claims for compensation from any Customer, Brand Partner, or Associate, suffered or incurred by Isagenix arising out of or in connection with any dispute that you or Isagenix may have with such Customer, Brand Partner, or Associate regarding their registration.

13. Miscellaneous

You understand that federal or state agencies do not approve or endorse network marketing programs, and you may not make any representations to the contrary.

14. Glossary of Terms

Unless otherwise specified in this IAAA, capitalized terms shall have the meaning as set forth in Section Appendix B of the Policies.

By executing this document, you acknowledge and expressly agree that you have been provided the opportunity to read the Agreement, that you understand the terms of the Agreement, and that you are bound by the Agreement, including the amendment and dispute resolution provisions set forth in Section 2.3 and 9.6 of the Policies.

Signature: _____

Date: _____

If you have any questions or concerns, please contact us at:

Email: CustomerServiceANZ@IsagenixCorp.com

Telephone: 1300-651-979 (AU) or 0800-451-291 (NZ)

Isagenix (Asia Pacific) Australia Pty, Ltd.
Attention: Customer Care, 2 Lyonpark Road, Macquarie Park NSW 2113

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