



# ISAGENIX CANADA, ULC INDEPENDENT ASSOCIATE POLICIES AND PROCEDURES

## Canada

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## SECTION 1. DEFINITIONS

As used in these Policies and Procedures, the terms “you”, “your”, and “Associate” refer to Isagenix Independent Associates, individually or collectively, depending on the context.

The Glossary of Definitions is attached to these Policies and Procedures as Appendix B.

## SECTION 2. YOUR RELATIONSHIP WITH ISAGENIX

### 2.1 Becoming an Isagenix Independent Associate

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 province or territory in which you reside; (b) be a citizen or taxpaying resident of, with a legal right to work and earn compensation in Canada; (c) submit a complete, legible, unaltered, and valid Isagenix Independent Associate Application and Agreement (“IAAA”), that includes valid and accurate personal contact information; (d) provide a valid personal social insurance number (SIN) to Isagenix; and (g) 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 reenrollment criteria in Section 3.6 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 enrollment process or receipt of required information or a valid SIN.

A Preferred Customer may apply to become an Associate at any time. If a Preferred Customer desires to enroll with a different Enrolling Sponsor, the Preferred Customer must comply with the requirements of Section 3.6 of the Policies before being approved for, and assigned, a new Position.

### 2.2. Your Agreement with Isagenix

The contract between Isagenix Canada, ULC (“Isagenix”) and you includes:

- The Isagenix Policies & Procedures (“Policies”);
- The Isagenix Independent Associate Application and Agreement (“IAAA”);
- The Isagenix Compensation Plan;
- The Isagenix Privacy and Cookies Policy (“Privacy Policy”); and
- The Guidance Documents attached to these 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.

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.

Isagenix publishes supplements to these Policies and additional guidance documents from time to time. You are responsible for being aware of these documents, which can be accessed at any time at [IsagenixCompliance.com](https://www.isagenix.com/IsagenixCompliance.com) under “Guidance Documents.”

**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.**

### 2.3 Amendments to the Agreement

Isagenix reserves the right to amend the Agreement in its sole discretion. Isagenix will provide 30 days’ advance notice of any such amendment via electronic mail sent to the e-mail address Isagenix has on file for each Associate and/or the Associate Back Office (“ABO”). 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 earning 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. Isagenix may cancel your Agreement if you do not agree to a proposed amendment to the Agreement within 30 days after notice of the amendment is provided. You may opt out of any proposed amendments by canceling your Agreement prior to the effective date of such proposed amendments.

As of the effective date of any amendment, the Agreement as amended shall govern your relationship with Isagenix, the payment of Compensation, and the resolution of any disputes between you and Isagenix, regardless of when such a dispute arose.

### 2.4 Accurate Information

You may not enroll, or help anyone else enroll, with false, inaccurate, fabricated, misleading, or incomplete information. It is your responsibility to inform Isagenix of any changes to your contact or other personal information. Isagenix will not be responsible for delays and possible loss or forfeiture of Compensation that would otherwise be payable to individuals who have provided false, inaccurate, fabricated, misleading, outdated, or incomplete information. If you fail to provide valid information to receive Compensation, such as bank account or deposit information, for a period of six (6) months, any held Compensation shall be deemed unearned and forfeited to Isagenix. Isagenix may charge a dormancy fee of \$15 per month for any amounts held due to your failure to provide valid information to receive Compensation. You agree this amount is a reasonable estimate of the actual expenses incurred by Isagenix to hold funds and administer your account. Isagenix reserves the right to void or delay any enrollment, including voiding pending orders and payments, pending validation of account information. Isagenix may cancel any Position that is being operated by any person other than the person(s) named on the IAAA or related Isagenix account.

## 2.5 Business Entities and Trusts

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

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

You may make such a request in writing to Isagenix. The request must include: (1) a valid employer identification number (“EIN”); (2) your own valid personal social insurance number; and (3) any information requested by Isagenix to verify the existence, ownership, and good standing of the business or trust, and your authority to bind the entity to the satisfaction of Isagenix. Ultimate ownership of and responsibility for the Account will remain with you, regardless of whether Isagenix approves your request to operate your business through an entity. Isagenix may refuse any request or application.

Note: Your personal identification information is used for internal tracking purposes and authorization on the Account, but if you are authorized by Isagenix to operate your business through an entity, reporting for tax purposes will be directed to the EIN of the Isagenix-approved entity. You may not add an entity to your Account to circumvent any condition of eligibility, including without limitation Section 3.4.1 (prohibiting more than one Position per person) and Section 3.6 (reenrollment).

## 2.6 Independent Contractor

Every Isagenix Associate is an independent contractor, not an employee of Isagenix. Each Associate is a self-employed independent businessperson who conducts business under an agreement with Isagenix. The primary business of Isagenix is in the formulation, testing, and production of Isagenix products. Each Associate’s primary business is the selling, promotion, and marketing of Isagenix products. Associates do not engage in the Isagenix business, which is in the formulation, testing, and production of Isagenix products. Associates are not purchasers of an intangible franchise or a distributorship. The Agreement between Isagenix and the Associate does not create an employer/employee relationship, partnership, or joint venture between Isagenix and the Associate, and the Associate shall not and does not have the authority to bind Isagenix to any obligation or liability, except as expressly stated in the Agreement. The Agreement authorizes you to sell and establishes your rights and responsibilities regarding the sale of Isagenix products and presentation of the Isagenix business opportunity.

You acknowledge and agree that you are not an agent, employee, legal representative, or franchisee of Isagenix, your Sponsor(s), or any other 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 any Provincial or Territorial unemployment laws, employment security laws, or workers compensation laws.

You understand and agree that you are responsible for and will pay all applicable taxes, including income taxes, self-employment taxes, sales taxes, local taxes, and/or local license fees that apply to your activities and compensation received under the Agreement. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through and by Isagenix on your own accord. Subject to satisfying your obligations under the Code of Ethics, you have complete freedom in determining the number of hours you will devote to your business, if any, and you have the sole discretion of scheduling such hours. Isagenix will not provide you with a place of business, and if you desire a place of business, you will be responsible for procuring, furnishing, equipping, and paying for such place of business. As a self-employed independent contractor, you are also responsible for complying with applicable federal, provincial, territorial, or municipal business licensing requirements and business practices.

## 2.7 Annual Renewal

Your Agreement will renew annually on the anniversary date of your enrollment (Renewal Date). If you fail to renew by the Renewal Date, whether intentionally or not, you may forfeit your Position, Compensation, and other benefits associated with your Agreement.

### 2.7.1 Automatic Renewal Charge.

With your affirmative consent, Isagenix will automatically renew your IAAA annually. Renewal fees, if any, will be charged approximately 5-7 days prior to your Renewal Date. If you wish to revoke your affirmative consent to participate in automatic renewal, you may unsubscribe by contacting Customer Care at (877) 877-8111. It is your responsibility to track an upcoming renewal date and be prepared for the upcoming renewal fee.

### 2.7.2 No Expectation in Renewal.

Associates have no right or expectation in a continued relationship with Isagenix beyond the initial term of the Agreement. You are not obligated to renew your Agreement with Isagenix. **Isagenix may refuse to renew your Agreement in its sole discretion. Isagenix will inform you of its intent not to renew your Agreement on or before the Renewal Date.**

## 2.8 Becoming an International Sponsor

If you wish to enroll Associates, Brand Partners or Customers outside your Home Region, and earn Compensation based on the sale of Isagenix products in those Regions, you must become an Associate with International Sponsorship by submitting a fully completed and executed International Sponsorship Application and Agreement (“ISAA”) and paying the applicable application fee, which must be paid upon submission and each year thereafter. If you choose to become an Associate with International Sponsorship, in addition to abiding by the Agreement, you must abide by the ISAA, and the laws and regulations applicable to each country in which you operate.

## SECTION 3. UNDERSTANDING YOUR ISAGENIX POSITION

### 3.1 Placement of Your Isagenix Position

When you become an Associate, you will occupy a Position in your Enrolling Sponsor’s Team Placement Tree in accordance with the Compensation Plan. The person who enrolled you with Isagenix is your Enrolling Sponsor; the person who occupies the Position immediately above you is your Placement Sponsor (the Enrolling Sponsor and the Placement Sponsor may be the same person). Isagenix will generally recognize the Enrolling Sponsor and Placement Sponsor designated on your IAAA, but Isagenix may redesignate either Sponsor in accordance with Section 3.2 below.

Note: Brand Partners and Preferred Customers are assigned Positions in the applicable Marketing Organization for tracking purposes. However, they do not have a Business Center and are not eligible to earn Compensation under the Team Compensation Plan unless they become Associates.

### 3.2 Change of Sponsorship or Placement

To protect the integrity of each Associate's Isagenix business, the Isagenix brand, and the Compensation Plan, and to discourage unethical cross-recruiting practices, Isagenix does not allow sponsorship or placement changes, except in very limited, unusual, or extraordinary circumstances. 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). Isagenix may grant or deny the request in its sole discretion.

### 3.3 Modifying or Selling Your Position

To protect the integrity of each Associate's Isagenix business, the Isagenix brand, and the Compensation Plan, you may not modify the named associate that is party to this agreement or assign this Agreement as part of a sale without the prior written approval of Isagenix. Isagenix may approve or disapprove any modification or sale you propose to make to your Position in its sole discretion. Before Isagenix will consider a modification to your Position, you must submit a written statement outlining the proposed modification and the reasons for the modification. Isagenix will consider a sale only if: (a) you have actively operated your Position as an Active Paid-As Executive (as set forth in the Compensation Plan) for the six consecutive months immediately preceding your request; (b) you submit a written notice to Isagenix specifying the proposed terms and conditions of any proposed sale to a bona fide purchaser at least 30 days in advance of the proposed sale; (c) you are not under any compliance investigation or restriction; and (d) you provide all information, documentation, and signatures as may be requested by Isagenix. Isagenix may opt to purchase the Position from you on substantially the same terms and conditions specified in the notice.

This provision applies equally to any attempt to transfer an interest in an entity that holds a Position pursuant to Section 2.4.

### 3.4 Holding Multiple Positions; Re-Entry Positions

#### 3.4.1 Interest in more than one Position Prohibited

You may not have a direct or indirect financial interest or any other interest in more than one Position, including participation in the building of or ordering products through such Position, even when that Position is held by a separate business entity or another person, except in limited circumstances (such as Re-Entry Positions) approved in writing by Isagenix. If you are found working or assisting to work a Position in someone else's name, in addition to other remedies available to Isagenix, such Positions may be cancelled and the waiting periods in Section 3.6 of the Policies will apply from the Position's most recent Qualifying Activity.

#### 3.4.2 Re-Entry Positions

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

### 3.5 Cancellation

#### 3.5.1. Voluntary Cancellation

You may cancel your Agreement, including your Position, in any one of the following ways: (a) at any time by signing and submitting a written request to Isagenix; (b) by failing or choosing not to pay your annual renewal fee when it is due; (c) by failing or choosing not to accept any amendments to the Agreement within 30 days of receiving notice of the amendments; or (d) by failing or choosing not to engage in any Business Building Activity for six consecutive months or longer. Written requests for cancellation are considered effective when a valid request is received by Isagenix. Cancellation notices may be (a) mailed to: Isagenix Canada, ULC, Attn: Account Requests, 155 E Rivulon Blvd, Gilbert, AZ 85297; or (b) scanned and sent via email from your email address on file with Isagenix to: [AccountRequests@IsagenixCorp.com](mailto:AccountRequests@IsagenixCorp.com). The written notice must bear your signature (unless sent via email from your email address on file), printed name, address, and Isagenix Account or ID number. Once your Agreement/Position has been cancelled, you may not reenroll or have a financial interest in another Position except in accordance with the reenrollment policy as provided in Section 3.6 of the Policies.

#### 3.5.2. Involuntary Cancellation

Your violation of any of the terms of the Agreement, including any amendments that may be made by Isagenix, may result in any of the corrective measures listed in Section 7.1, including the involuntary cancellation of the Agreement. Cancellation shall be effective on the earliest of (1) the date on which notice is (a) emailed to the email address on file with Isagenix; (b) mailed, faxed or delivered by an express courier to your last known address; (c) faxed to the fax number on file with Isagenix, if any; or (d) emailed, mailed, or faxed to your attorney, if you have notified Isagenix that correspondence from Isagenix should be provided to your attorney; or (2) the date on which you receive actual notice of cancellation.

#### 3.5.3. Effect of Cancellation

Following voluntary or involuntary cancellation of the Agreement, you shall have no right, title, claim or interest to the Marketing Organization which you operated, or any commission or bonus from the sales generated by the organization, except that, subject to section 7.1, you will be paid all Compensation awarded and earned by you through the last complete commission week prior to the date of cancellation, as long as you are in good standing with Isagenix on the date of cancellation and you have provided valid information to receive Compensation, such as bank account or deposit information. For the purpose of the foregoing sentence, "good standing" means that you are in compliance with the Agreement and are not subject to any current compliance investigation or restriction. An Associate whose business is cancelled will lose all rights as an Associate. This includes the right to sell Isagenix products and services, and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Associate's former Marketing Organization. In the event of cancellation, Associates agree to waive all rights they may have, including, but not limited to, any property rights to their former Marketing Organization and

to any bonuses, commissions or other remuneration derived from the sales and other activities of their former Marketing Organization.

Following cancellation of an Associate's Agreement, the former Associate shall not hold himself or herself out as an Isagenix Associate.

### **3.6 Reenrolling After Cancellation; Eligibility**

To protect the integrity of each Isagenix Position, no person who currently holds or has held an interest in a canceled Position may reenroll unless they meet the requirements of this Section 3.6.

Requests for reenrollment are subject to the following rules and waiting periods:

- Preferred Customers may reapply six months after the date of their most recent Qualifying Activity.
- Associates who have never earned Compensation, or who have earned Compensation totaling less than \$500USD over the 12-month period immediately preceding cancellation of their Position may reapply six months after the date of cancellation of their Position.
- Associates who have earned Compensation totaling \$500USD or more over the 12-month period immediately preceding cancellation of their Position may reapply 12 months after the date of cancellation of their Position.
- Brand Partners who have never earned a commission or who have earned commissions totaling less than \$500USD over the 12-month period immediately preceding their last commission payment may reapply six months after the date of their last commission payment.
- Brand Partners who have earned commissions totaling \$500USD or more over the 12-month period immediately preceding their last commission payment may reapply 12 months after the date of their last commission payment.
- By re-enrolling in a new Position, you relinquish all rights to your old Position.
- After notifying Isagenix of your intention to re-enroll, you may continue ordering Isagenix products without said orders being deemed as a Qualifying Activity. However, no Compensation may be paid, and no other Qualifying Activity may occur, without triggering a restart of the designated waiting period.

Anyone found trying to circumvent this Section 3.6 in any way, including (1) attempts to enroll within another Marketing Organization prior to the approved reenrollment date; (2) enrolling under a business entity or a different name; (3) cooperating with another person to circumvent this policy; (4) working a business for another person; (5) operating a business under the name of a spouse or family member; or (6) engaging in any Qualifying Activity, may be subject to corrective action, up to and including the "resetting" of the waiting period, disgorgement of any and all Compensation earned in any applicable Position, denial of reenrollment requests, cancellation of the Agreement, including any and all Position(s), or any other remedy available under these Policies or at law. Anyone who is aware of, or complicit in, efforts to violate or circumvent this policy is subject to the same corrective action.

Isagenix may prohibit or condition an Associate's ability to earn a Rank Advancement Bonus if that Associate has already earned the Rank Advancement Bonus in a previous Position and has elected to reenroll under this Section 3.6. For purposes of this determination, Isagenix may consider, among other things, whether an Associate's spouse has earned a Rank Advancement Bonus.

To protect the integrity of each Associate's Isagenix business, the Compensation Plan, and the Isagenix brand, if you elect to enroll in a new Position pursuant to this Section 3.6, you may not enroll anyone who was in your prior Position's Marketing Organization, regardless of their applicable waiting period, except as pre-approved in writing by the Isagenix Field Relations Board. You may not encourage anyone who is already enrolled in Isagenix, whether as a Customer, Brand Partner, or Associate, to cancel his or her Position or move to another Marketing Organization, even if you tell him or her to do so in accordance with this Policy, and even if you had previously enrolled that person.

Isagenix may refuse any reenrollment request for any reason, even if the applicant has complied with the specified waiting periods and taken all other steps necessary for reenrollment.

### **3.7 Spouses**

Subject to the following conditions, spouses may hold separate Isagenix Positions.

- Spouses must be in the same Line of Sponsorship, with one spouse directly sponsoring the other, unless each spouse owned a Position prior to being married.
- Before either spouse can reenroll pursuant to Section 3.6, both spouses must satisfy the conditions and waiting periods applicable to their respective Positions.
- Each spouse agrees that the actions of one spouse may be attributed to the other spouse and may result in corrective action against both spouses.
- The obligations in these Policies shall continue following the account cancellation of a spouse unless stated otherwise.

### **3.8 Divorce**

Isagenix will honor a valid divorce decree or settlement agreement with respect to ownership of Positions, provided that the divorce decree, settlement agreement, or other resolution (collectively "Resolution") does not conflict with the Agreement. Additionally, the rights pertaining to a single Position cannot be divided so as to provide some rights in the Position to one individual and other rights to another. Any Resolution that purports to so divide or separate a Position will cause the Position to be cancelled as of the date of any such Resolution.

### **3.9 Succession**

Upon the death or legal incapacitation of an Associate, all rights to the Associate's Position may be transferred to a successor as provided in the Associate's will, trust or other testamentary document, or as otherwise ordered by a court of competent jurisdiction or other testamentary process, subject to approval by Isagenix. Within six months after an Associate's death or incapacitation, the successor(s) must present legitimate verification of death or incapacitation and proof of their right of succession, such as a grant of probate or an enduring power of attorney. The successor must sign and submit a new IAAA and must, in all respects, qualify to enroll as an Associate and be bound by the Agreement.

Isagenix may impose additional restrictions and requirements on inherited Positions, including maintenance of certain Paid-As Ranks.

## SECTION 4. PURCHASING ISAGENIX PRODUCTS

### 4.1 Pricing

Isagenix may adjust the prices of its products or services at any time and in its sole discretion.

### 4.2 Who may purchase

No person is required to enroll as an Associate to purchase Isagenix products. However, only Associates may purchase Isagenix products for resale to End Consumers (see Section 4.5).

### 4.3 No Minimum Purchase Requirement

Associates are not required to purchase any Isagenix products or participate in the Subscription Rewards program to become or remain an Associate. Please refer to the Compensation Plan for additional details.

### 4.4 No Inventory Loading

The Isagenix Compensation Plan is based on sales of Isagenix products to End Consumers. Isagenix prohibits any scheme to purchase products or to enroll new Customers, Brand Partners, or Associates, either directly or through others, for the primary purpose of qualifying any Position for any Compensation, Rank advancement, special promotion, contest, or other incentive.

Associates may purchase only that amount of product that will either be consumed by the Associate or the Associate's Immediate Household, or be promptly sold to End Consumers. Retail and Preferred Customers may purchase products only for the Customer's personal use or the personal use of their Immediate Household.

### 4.5 Resale of Products; Liquidated Damages for Unauthorized Sales

You must be an Associate to purchase Isagenix products for resale. Isagenix associates may purchase products directly from Isagenix to resell to retail customers either directly or by engaging in Retail Direct Sales through their replicated Isagenix website.

Associates may not (directly or indirectly through any intermediary or instrumentality) offer, display, or sell Isagenix products (1) in a physical retail store (i.e. brick-and-mortar store); (2) in a jurisdiction where sales are not permitted or where Isagenix is not officially open for business; (3) to another Person who intends to resell the products (i.e. engage in wholesaling); or (4) through online auction or ecommerce websites, such as eBay or Amazon (collectively "Unauthorized Sales"). Notwithstanding the foregoing, Associates are permitted to make Isagenix products available for sale at medspas, health clinics, or other wellness-based service providers which engage in limited retail sales incidental to the service provided.

Unauthorized Sales constitute a breach of the Agreement. You acknowledge and agree that Unauthorized Sales cause harm to Isagenix and the Isagenix brand, and that such harm is difficult to quantify. will suffer harm, that the harm suffered will be difficult to quantify, and that the damages prescribed in this section represent a reasonable estimate of Isagenix's actual damages. Accordingly, in addition to any other remedies provided by the Agreement or available by law, you agree to pay Isagenix two hundred Canadian dollars (\$200.00) for each unit of Isagenix Product sold in an Unauthorized Sale (the "Unauthorized Sale Fee"), either by you or by a third party, if you knew or should have known that Isagenix products were sold to a third party for the purpose of making Unauthorized Sales and did not report it to Isagenix. You agree that the Unauthorized Sale Fee constitutes a reasonable estimate of Isagenix's actual damages caused by Unauthorized Sales and is not a penalty.

Isagenix shall have the right to obtain an injunction to enjoin any Associate from engaging in Unauthorized Sales without alleging or proving irreparable harm. By entering the Agreement, you agree to waive any right to posting of a bond in connection with any injunctive relief sought by Isagenix to enjoin Unauthorized Sales.

### 4.6 Payments and Payment Authorization

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

### 4.7 Sales Tax

Collection of sales taxes may be required on product sales. Isagenix has voluntarily registered in many states to collect state sales taxes on behalf of Associates and, thus, reduce Associates' compliance requirements. Accordingly, we will collect and remit sales taxes on the behalf of Associates, according to applicable tax rates in the jurisdiction where a product will be shipped. The tax collected is typically calculated as follows: (a) Associate and Customer orders for personal use will be taxed on the Wholesale Price; (b) Associate orders for resale will be taxed on the suggested retail price; (c) Retail Customer orders will be taxed on the actual sales price; and (d) for all orders, the price subject to sales tax will include the shipping charge if the jurisdiction where the products are shipped requires sales tax to be charged on this cost. As an independent contractor, you are ultimately responsible for declaring and paying all applicable taxes.

If an Associate has submitted, and Isagenix has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice, and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Associate. Exemption from the payment of sales tax is applicable only to orders which are shipped to a jurisdiction for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by Isagenix is not retroactive.

### 4.8 Product Satisfaction Guarantee

Isagenix offers a limited 30-day product satisfaction guarantee as set forth in the Isagenix Return and Refund Policy. Please refer to the Isagenix Return

and Refund Policy (found at [Isagenix.com](https://www.isagenix.com)), which is incorporated herein by reference, for details and instructions. You may contact Customer Care at (877) 877-8111 during normal business hours with any questions. BV, Qualifying Volume (QV), and Compensation credited or paid to Associates from the sale of returned product may be charged back and deducted from future payments to those Associates who originally received such.

#### 4.9 Buy-Back (repurchase) Policy

Isagenix will buy back, on reasonably commercial terms, currently marketable products purchased from Isagenix, subject to the terms and conditions of the Isagenix Inventory Buy-Back Policy. All products or materials must be returned to Isagenix. Additional limitations and conditions apply. Product returns may be initiated in the ABO or by contacting Customer Care by telephone at (877) 877-8111. BV, QV, and Compensation credited or paid to Associates from the sale of returned product may be charged back and deducted from future payments to those Associates who originally received such.

## SECTION 5. PROTECTING YOUR BUSINESS

### 5.1 Out-of-Market Sales

Isagenix offers an International Sponsorship program in which you may benefit from sales of Isagenix products outside of your Home Region. However, you may not sell Isagenix products or promote the Isagenix opportunity in countries or territories in which Isagenix products may not legally be sold. Additionally, you may not sell or promote Isagenix products designed for one jurisdiction, country, or territory in a different jurisdiction, country, or territory. Any violation of this provision could seriously jeopardize or compromise the ability of Isagenix to obtain governmental approval to conduct business in countries where approval is pending or planned. Accordingly, if you violate this or any other applicable policy or the laws of any country, territory, or jurisdiction, whether such violation is direct or indirect, intentional or unintentional, you are subject to corrective action, including without limitation, fines, prohibitions of conducting business in such jurisdictions, and/or the cancellation of your Position, as deemed appropriate by Isagenix.

### 5.2 Confidential Information

You acknowledge that Isagenix will provide you with proprietary and non-public information and reports relating to your sales activity, other Isagenix Associates and Customers, and Isagenix's business, products, and services ("Confidential Information"). Confidential Information shall include, but not be limited to, reports and compilations generated by Isagenix that are made available to you, contact and earnings information of other Associates, sales information, forecasts, projections, marketing and compliance materials, or other materials furnished or prepared by Isagenix for your use. You acknowledge that Isagenix is the sole owner of any and all Confidential Information provided to you pursuant to this Agreement.

You shall: (i) not directly or indirectly divulge, disclose, disseminate, distribute, license, sell, use or otherwise make known any Confidential Information to any third party or person or entity not expressly authorized or permitted by Isagenix to receive such Confidential Information; (ii) use best efforts to prevent disclosure of any Confidential Information to any third party and exercise the highest degree of care and discretion in accordance with all express duties hereunder to prevent the same; and (iii) not directly or indirectly make any use whatsoever of the Confidential Information, except as authorized by Isagenix. You shall not directly or indirectly utilize Confidential Information in connection with any other business or commercial venture or the marketing or promotion of another company's products or services. Similarly, you shall not directly or indirectly utilize Confidential Information to solicit other Associates or Customers to join another direct sales company or purchase products or services from another company.

We may make certain reports available to you in your ABO. All reports, and the information contained therein, are Confidential Information belonging to Isagenix. Reports are provided to you in strictest confidence and are made available to you for the sole purpose of assisting you in working with your respective Marketing Organizations. You and Isagenix agree that, but for this agreement of confidentiality and nondisclosure, Isagenix would not provide reports to you. Upon demand by Isagenix, any current or former associate will return the original and all copies of reports to Isagenix. You shall not, on your own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any report to any third party;
- Use the information to compete with Isagenix, or for any purpose, other than performing under this Agreement; or
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any report.

You and Isagenix each acknowledge that the restrictions in this Section are reasonable efforts of Isagenix to protect and maintain its Confidential Information. You further acknowledge and agree that any breach of this provision by you will be deemed opportunistic within the meaning of the Restatement (Third) of Restitution and Unjust Enrichment § 39, entitling Isagenix to the remedies described therein, including without limitation disgorgement of profits. The provisions of this Section shall survive the cancellation of the Agreement.

### 5.3 Non-Solicitation

As an Associate, you are an independent contractor and therefore are not prohibited from participating in other business ventures.

However, to protect Isagenix's Confidential Information (which you agree constitutes a protectable trade secret), the integrity of the Isagenix business, and to support and protect your business interests and those of other Associates, during the term of your relationship with Isagenix and for one year thereafter (collectively, the "Non-Solicitation Period"), you agree that you will not Solicit any Isagenix Employee, Associate, or Brand Partner to join or work with another network marketing, multi-level marketing, affiliate marketing, or direct selling company. You further agree that, except as otherwise authorized by Isagenix, during the Non-Solicitation Period, you will not introduce, promote, or sell other business opportunities, goods, or services to any Isagenix Employee, Associate, or Brand Partner. The non-solicitation prohibitions described in this paragraph shall not apply to: (1) any Employee, Associate, or Brand Partner who is a Family Member; or (2) any Associate or Brand Partner who you personally enrolled (i.e. an Associate or Brand Partner in your 1PET), not including any Associate or Brand Partner in your 1PET who was referred to you by Isagenix through a lead referral program. For purposes of this provision, "Family Member" shall mean and include your spouse, your children, your siblings, your grandchildren, your parents/grandparents and their children and grandchildren. You acknowledge and agree that the restrictions contained in this Section 5.3 are necessary to protect Isagenix's Confidential Information and trade secrets.

The term "Solicit" means to actually, or to attempt to, recruit, sponsor, solicit, enroll, encourage, or influence in any other way, either directly,

indirectly, or through a third party, an Isagenix Employee, Associate, or Brand Partner to join or work with another network marketing, multi-level marketing, affiliate marketing or direct selling company or consider other business opportunities, goods, or services. The conduct described in the preceding sentence constitutes Soliciting even if (1) an Associate's actions are in response to an inquiry made by an Employee, Associate, or Brand Partner; or (2) an Associate's conduct occurs on a public forum (for example, and without limitation, a social media post) that an Associate knows is likely to be seen or heard by an Isagenix Employee, Associate, or Brand Partner.

If you participate in other business ventures, you may be prohibited from being eligible to qualify for, or participate in, certain Isagenix recognition programs, incentives, prizes, trips, commissions, bonuses, and contests, in Isagenix's sole discretion. Isagenix may also limit your access to its Confidential Information, the ABO, and other sources of information.

If a former Associate is found to have violated any of the provisions of this Section 5.3, the Associate agrees that the Non-Solicitation Period applicable to them shall be extended by a period of time equal to the period of such violation. It is the intent of this paragraph that the running of the any Non-Solicitation Period shall be tolled during any period of violation so that Isagenix may obtain the full and reasonable protection for which it contracted.

You agree that any breach of this provision by you will be deemed opportunistic within the meaning of the Restatement (Third) of Restitution and Unjust Enrichment § 39, entitling Isagenix to the remedies described therein. If any arbitration or other legal action appropriately brought under this Agreement seeks enforcement of this Section, the prevailing party shall be awarded its costs and expenses, including reasonable attorneys' fees and expert witness fees.

## 5.4 Changing Marketing Organizations.

To protect the integrity of the Compensation Plan, and to protect the business interests of each Marketing Organization in Isagenix, no Associate, Brand Partner, or Preferred Customer, whether current or former, may move to a different Marketing Organization or change his or her Enrolling Sponsor, except as expressly provided otherwise by these Policies, or in the case of a Brand Partner, the terms and conditions of the Brand Partner Agreement. Specifically, if you wish to resign and later reenroll with a different Enrolling Sponsor or be placed in a different Marketing Organization, you may apply to reenroll after the appropriate waiting period has passed, as set forth in Section 3.6. Isagenix may deny reenrollment in its sole discretion.

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

It is a violation of your Agreement to solicit or encourage any Associate, Brand Partner, or Preferred Customer to change Marketing Organizations/ Sponsors. There are various ways this can happen such as direct solicitation or discrediting another Associate to encourage someone to resign and reenroll with another Marketing Organization. Soliciting or encouraging another Associate, Brand Partner, or Preferred Customer to change Marketing Organizations may be deemed a violation of this Section even if such Associate, Brand Partner or Preferred Customer waits out the appropriate amount of time under Section 3.6.

## 5.5 Anti-Manipulation.

### 5.5.1. Manipulation of Compensation Plan Prohibited

Isagenix encourages Associates to do their best to fairly and honorably maximize their opportunity to earn Compensation under the Compensation Plan in a legal and ethical manner. To ensure compliance with the law, any attempt to manipulate the Compensation Plan is strictly prohibited and is grounds for immediate corrective action, such as cancellation of the involved Position(s). Manipulation includes, but is not limited to the following:

- Fictitious enrollments, including enrollments using false or incomplete contact information or identification, or information that cannot be verified using reasonable efforts.
- Uninformed enrollments, including enrollments of individuals who were not aware of their enrollment, who claim to be involved with Isagenix but who have little or no knowledge about what is going on in their business (indicating that their business is actually being managed by someone else), or individuals who wished to be Customers only and were enrolled as Associates.
- Stacking of enrollments, indicating a coordinated effort where one person or a small group of people strategically place enrollments in a way that benefits, or is intended to benefit, one person or a few people at the expense or to the detriment of others, including the manipulation of IAAA's for the purpose of increasing Compensation payouts or qualifying for Rank Advancements under the Compensation Plan.
- Multiple Associates or Customers using the same method of payment, the same shipping address, the same email address, the same phone number, and other activities that may indicate manipulation or attempted manipulation.

The Compensation Plan is designed to offer an income opportunity and other benefits to those who, among other things, devote the requisite time and effort in pursuing this opportunity.

### 5.5.2 Deceptive Claims Prohibited

You are fully responsible for all of your verbal and written statements made in relation to Isagenix's products, services and the Isagenix business opportunity that are not expressly contained in the official Isagenix materials. This includes statements and representations made through all media sources, either from person to person, at meetings, online, through social media, in printed materials, or any other means of communication. You agree to indemnify Isagenix, as well as its directors, officers, employees and agents, and exonerate them from all liability, including, but not limited to, any judgment, civil penalty, reimbursement, attorneys' fees, legal costs, or lost business incurred by Isagenix as a result of your unauthorized representations or actions. This provision will survive the cancellation of the Agreement.

Income and Lifestyle Representations: To ensure compliance with the law, you shall not make any claim regarding the Isagenix business opportunity or Compensation Plan that could reasonably mislead, deceive or create a false impression.

When presenting or discussing Isagenix business opportunity or the Compensation Plan, you must make it clear to prospects that financial

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success in Isagenix requires commitment, effort, financial investment, and sales skill. You must never represent that one can be successful without diligently applying themselves or that earnings are guaranteed.

When presenting or discussing the Isagenix business opportunity or Compensation Plan, you may not make income claims, representations, or testimonials (collectively "Income Claims") that are deceptive. Deceptive Income Claims include any claim, testimonial, statement or other representation, whether written or oral, that pertains to any of the following in connection with the Isagenix business opportunity or Compensation Plan:

- Exaggerated or guaranteed incomes, earnings, or profits;
- Hypothetical, potential, or estimated incomes, earnings, or profits that are in any way misleading;
- Claims that Associates may earn residual or unlimited income or otherwise replace their income or gain, or may earn sufficient income through the Isagenix business opportunity which may allow them to "quit their day job";
- Claims that Associates may obtain financial freedom or time freedom; or
- Any other false, untruthful, incomplete or otherwise misleading or potentially misleading information that misrepresents the typical income or earning results of Isagenix Associates.
- You shall not directly or indirectly, either through express or implied statements, photographs, or other visual depictions, make deceptive "lifestyle" Income Claims ("Lifestyle Claims"). A deceptive Lifestyle Claim is a statement or depiction that implies or states that an Associate can achieve non-typical results. Examples of deceptive Lifestyle Claims include, but are not limited to, statements or claims that the Isagenix business opportunity and/or Compensation Plan will lead to:
  - Early retirement or being able to quit one's job;
  - Income equivalent to a full-time career ("career-level income");
  - A luxury lifestyle;
  - The ability to purchase a home or vehicle;
  - Vacations; or
  - Anything similar thereto that misrepresents the typical income or earning results of Isagenix Associates.

Additionally, you shall not mention or refer to Isagenix in connection with any deceptive Income Claim or Lifestyle Claim by way of implication, for example, by mentioning Isagenix in a social media post in close proximity to a post suggesting a luxury lifestyle.

You shall not disclose or show checks, copies of checks, bank statements, tax statements, or similar financial records revealing Compensation or Commissions paid by Isagenix to you.

You shall provide the Income Disclosure Statement (IDS) any time you make Income or Lifestyle Claims. The IDS can be found at [IsagenixEarnings.com](https://www.isagenix.com/earnings). Your disclosure of the IDS must be CLEAR AND CONSPICUOUS on all Associate-created materials, including digital advertising, social media posts, training materials, videos, and website/blog content, regardless of space constraints and should account for platform limitations. The IDS sets reasonable expectations regarding the Isagenix business opportunity and Compensation Plan, as well as adherence to consumer protection laws and regulations. You may not alter or verbally embellish the IDS in any way, including but not limited to adding any text.

You agree to cease making, and remove immediately, and in any event not later than 24 hours after Isagenix's request, all deceptive Income and Lifestyle Claims.

**Product and Weight Loss Claims.** To ensure compliance with the law, when describing Isagenix products and personal experiences with Isagenix products, including the use of testimonials (by you or other Members), you understand and agree that you will only describe Isagenix products and product experiences in a manner that is consistent with the product and weight loss claims contained in official Isagenix marketing materials or as otherwise approved in advance in writing by Isagenix. When making any claim, you must accompany the claim with appropriate disclaimers, copies of which can be obtained in your ABO or at [IsagenixCompliance.com](https://www.isagenix.com/compliance). It is your responsibility to disclose all relevant information to ensure that any representation you make is truthful, compliant, and not misleading. You must not represent that any Isagenix product is intended to diagnose, treat, cure, or prevent any diseases or health conditions, unless otherwise approved in Official Isagenix Marketing Materials. You agree to cease making and remove immediately, and in any event not later than 24 hours after Isagenix's request, all representations or materials deemed inappropriate or non-compliant by Isagenix, at its sole discretion, or that contravenes your obligations under these Policies and Procedures.

## 5.6 Military Base Restrictions

Associates in the military must comply with military regulations in establishing and operating their Isagenix business. We recommend that military personnel request and obtain permission from their base commander before starting an Isagenix business. Associates may be required to satisfy the base commander that (a) sales of products won't compete with or materially affect sales by the Post Exchange, and (b) enrollment activities would not violate regulations against engaging in commercial solicitation with military personnel of junior rank. If an Associate is transferred to a military base in a foreign country, the same considerations apply to the operation of his or her business there, provided that business activities are confined to the base itself.

## 5.7 Media Interviews and Inquiries

To protect the Isagenix brand, and to ensure a consistent and compliant message regarding Isagenix products and the Isagenix business opportunity, Isagenix has determined it is in the best interest of all concerned to have designated company spokespersons handle all communications with the media. Accordingly, you are not permitted to contact, solicit, respond to, interview with, or otherwise communicate with the media about Isagenix, its products, compensation plan, their Isagenix experience, or anything else relating to Isagenix, even if you do not mention Isagenix by name, unless you receive prior written consent from a member of the Isagenix corporate Executive Leadership Team. It is a violation of this policy to provide any information to the media without prior written approval from Isagenix, regardless of whether the information is positive

or negative, accurate or inaccurate. In addition, if a media interview is approved by Isagenix, proper media training may be provided to ensure accurate and successful representation of the company. "Media" is defined broadly to include all traditional news outlets, television and radio shows, and print media, as well as all Internet based journalistic communications, which may include blogs, forums, and bulletin boards relating to journalistic news or similar outlets. All inquiries from the media must be referred to Isagenix at 1-877-877-8111 or [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com).

## 5.8 Privacy Compliance

Canada has strict privacy laws that Associates are required to understand and follow in all cases where they collect, use, disclose or otherwise process Personal Information. "Personal Information" will include any information that may allow an individual to be identified, either on its own, or when combined with other information. Personal Information includes both information about other Associates, information about Customers, and information about prospective Customers and/or Associates. As an Associate, the Personal Information you process may include 'downline reports' about the operations of other Associates, the information of persons who are interested in becoming an Associate, and information about Customers or prospective Customers. This section provides you with information about how you are required to protect Personal Information, and applies in addition to the obligations set out under Section 5.2, "Confidential Information".

Associates must treat all Personal Information they receive in the course of operating their independent Isagenix business in accordance with the Isagenix Privacy Policy, which is available at [IsagenixCompliance.com](http://IsagenixCompliance.com). Further, by entering into this Agreement, you understand and agree that your Personal Information may be processed in accordance with the Isagenix Privacy Policy.

Associates are required to be familiar with and to comply with the laws applicable to the protection and processing of Personal Information, and to the principles of privacy and confidentiality. Associates are required to safeguard the privacy of and maintain the confidentiality of Personal Information, including Customers' and other Associates' financial and account information and any other Personal Information they process in the course of operating their independent Isagenix business in accordance with all applicable data protection laws and regulations, these Policies and Procedures, and in accordance with the Isagenix Privacy Policy.

As an Associate, you must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of Personal Information, and to maintain its accuracy. Appropriate safeguards for electronic and paper records may include but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files or locking up physical files containing Personal Information; and (iv) shredding or irretrievably deleting Personal Information once it is no longer needed for the purposes for which it was collected. Any payment, credit card or other sensitive payment information belonging to another Associate, Customer, or other individual may not be retained longer than needed to process the payment the card owner has agreed to, and then it must be redacted or destroyed. When disposing of any paper or electronic record containing Personal Information, Associates must take all reasonable steps to secure the information while it is being destroyed. This may include using secure destruction methods such as: (i) shredding; (ii) permanently erasing and deleting; or (iii) otherwise modifying the information so as to make it unreadable, unreconstructible, and indecipherable through any means. Upon request, the Associate must certify to Isagenix that all forms of the requested Personal Information have been destroyed.

Associates must understand and comply with all security breach notification laws. Without limiting the preceding sentence, in the event of an actual or suspected security breach affecting the Personal Information the Associate processes in the course of their independent Isagenix business, including unauthorized access to, disclosure or loss of Personal Information or the unauthorized communication or use of Personal Information, then the Associate shall promptly, and in all cases within 48 hours, notify Isagenix. If required by applicable law, the Associate must also notify the applicable individuals whose personal information was impacted, and if required by law the applicable regulatory authorities. All notices must comply with the applicable law, and must specify the extent to which Personal Information was suspected to be disclosed or compromised and shall promptly comply with all applicable information security breach disclosure laws. Associates, at their own expense, shall cooperate with Isagenix and applicable Associates and Customers and use their best efforts to mitigate any potential damage caused by a breach to Associates, Customers and/or Personal Information, including by sending notice to the affected individuals, governmental agencies, and consumer reporting agencies as required by applicable law and these Policies and Procedures.

In any case where an actual or suspected security breach affects information provided to the Associate by Isagenix, the Associate must cooperate, at Isagenix's instruction, in the investigation and remediation of any such incident, including any required notices, as determined by Isagenix. The Associate must cooperate with any requests from Isagenix to verify the Associate's compliance with the privacy and confidentiality requirements under these Policies and Procedures, and the applicable laws.

As an Associate, you must limit the number of employees, subcontractors, or other persons who have access to the Personal Information that you hold to those needed to assist you in the operation of your independent Isagenix business. Any person whom you allow to access Personal Information must be under a written obligation of confidentiality and security at least equivalent to that which applies under these Policies and Procedures.

Associates must not share Personal Information, including without limitation financial information, about current, potential, or former Customers, Associates, or any other individuals, with any third parties, except as permitted by these Policies and Procedures, or as required by applicable laws and regulations, or court orders.

As an Associate, you have the responsibility and are personally accountable for treating all Personal Information confidentially and for using, storing, and handling it solely and exclusively for the limited purpose of operating your independent Isagenix business in compliance with all data protection and privacy laws, regulations and standards, these Policies and Procedures, and the Isagenix Privacy Policy. Associates are prohibited from, directly or indirectly, using, selling, lending, leasing, distributing, licensing, giving, transferring, disclosing, disseminating, reproducing or otherwise communicating any Personal Information to any person or entity for any purpose other than that for which it was provided to you, and to which the individual to whom the information pertains has consented.

In the case of any Personal Information you obtain from Isagenix, you may use and disclose that information only in those manners that Isagenix specifically identifies to you. All such information remains the property of Isagenix. You must cease processing it and must return it to Isagenix or securely destroy it if Isagenix asks, or if your Associate Agreement expires or is terminated. You must inform Isagenix of any withdrawals of consent you receive in respect of any Personal Information provided to you by Isagenix. Associates must also notify Isagenix promptly in the event that they receive any request from any individual for access to that person's Personal Information, or if you receive a complaint or inquiry from an individual or a regulator regarding privacy or Personal Information.

Canadian privacy law requires the informed consent of the individual before their Personal Information is collected, used, or disclosed. For the consent to be informed, the individual must be provided with clear and understandable information about what of their Personal Information is collected, what that information is used for, and how that information may be shared. Put another way, consent must be obtained in a manner that allows the individual to understand the nature, purpose and consequences of what they are agreeing to, and must use clear, easy to understand, language. Associates must be open and transparent regarding their privacy practices.

As an Associate, you must obtain the clear, meaningful and informed consent of each individual whose Personal Information you process. You must obtain such consent before you collect, use, or disclose their Personal Information. For any Personal Information that you provide to Isagenix, this must include the individual providing their consent to the Isagenix Privacy Policy located at [IsagenixCompliance.com](https://www.isagenix.com/IsagenixCompliance.com).

Canadian privacy law allows individuals to withdraw their consent to the processing of their Personal Information. If an individual withdraws their consent, the Associate must cease collecting, using, or disclosing that individual's Personal Information. The Associate must also implement any withdrawals of consent that are provided to the Associate by Isagenix. Individuals also have other rights in respect of their Personal Information which the Associate must understand and honour. These include the right to access their own Personal Information (but not that of other people), the right to correct it if it is incorrect, and in some jurisdictions and circumstances, rights of data portability or erasure.

Associates must limit their collection, use, disclosure and retention of Personal Information to that needed for the purposes they have disclosed to the individuals whom the information is about and to which those individuals have consented. Those purposes must be reasonable. Consent to collect or process Personal Information may not be a condition of service unless the processing of information being consented to is necessary to provide the service. For example, if goods are being delivered, the individual would be required to provide delivery information. However, an individual could not be required to agree to receive marketing material as a condition of purchasing a product. Personal Information collection must be handled with integrity and its collection should cover only what you need to facilitate a sale, or an enrollment of another Associate.

Every Associate must ensure that the Personal Information they process is processed only in that jurisdiction in Canada in which the individual to whom the information pertains resides. However, you understand and agree that information provided to Isagenix is processed where Isagenix is located, and in accordance with the Isagenix Privacy Policy.

Isagenix and/or its authorized representatives shall have the right upon reasonable notice to inspect and audit each Associate's security standards and procedures for the protection of Personal Information and the level of adherence to and actual implementation of those standards and procedures as required under these Policies and Procedures. Upon Isagenix's request, the Associate will provide Isagenix with all information required to conduct a review of the Associate's security standards and procedures for the protection of Personal Information and the level of adherence to and actual implementation of the standards and procedures required under these Policies and Procedures.

These obligations survive the non-renewal, cancellation or termination of the Associate Agreement. Each Associate acknowledges and agrees that they are personally accountable for the security and processing of the Personal Information of Customers, other Associates, prospects, and other individuals that is provided to or otherwise accessed or collected by them in association with their independent Isagenix business.

Associate acknowledges and agrees that any breach of this provision shall cause irreparable damage to Isagenix, entitling Isagenix to immediate injunctive or similar relief to prevent further breach. Associate agrees to indemnify Isagenix for damages incurred from any and all unauthorized disclosures or other breaches caused by the Associate. All confidentiality obligations under this Section shall survive the termination of the Associate Agreement. In the event Isagenix prevails in any legal action to enforce its rights under this Section, Isagenix shall be entitled to all costs and reasonable attorneys' fees incurred in enforcing its rights under this Section.

## 5.9 No Telemarketing

Associates may not promote Isagenix or their independent Isagenix business via telemarketing. Telemarketing is defined as placing unsolicited telephone calls or fax messages to individuals who have not solicited that communication from you, for example, by calling you first and making an inquiry, which you then respond to. As an example, "cold calls" made to Customers, potential Customers or potential Associates that promote either the Isagenix, its products or the Isagenix opportunity constitute telemarketing and are prohibited.

Associates are also not permitted to use an "automatic dialing and announcing system" in the operation or promotion of their independent Isagenix business. The term "automatic telephone dialing and announcing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called, (including using a random or sequential number generator); (b) to dial such numbers; and (c) to convey a pre-recorded or synthesized voice message. The use of such technologies is strictly prohibited.

These restrictions are in place because the Canadian Radio-television and Telecommunications Commission, (the "CRTC"), has laws and regulations that restrict telemarketing and fax marketing practices. These include "do not call" requirements, including subscribing to the National Do Not Call List. Calling someone whose telephone number is listed on a "do not call" registry could cause you to violate the law. These laws have complicated compliance requirements, which can include purchasing a paid subscription to the "National Do Not Call List". Moreover, these laws must not be taken lightly, as they can carry significant penalties and fines per violation.

## 5.10 Anti-Spam Compliance

Canada has strict laws regulating the sending of commercial emails, text messages, and other commercial electronic messages that are sent to electronic addresses- the federal Canadian Anti-Spam Law ("CASL"). Associates are required to be familiar with the requirements of CASL and may only promote their independent Isagenix business in compliance with them, and with the requirements of this Section.

### Commercial Electronic Messages

CASL is strict anti-spam legislation, and Associates are required to be familiar with and comply with all of its requirements in promoting their independent business. Commercial electronic messages sent by an Associate require strict adherence to the applicable law, including CASL and all of the following policies. If Isagenix determines that an Associate has violated CASL or these Policies and Procedures, then Isagenix may at its discretion terminate the Associate Agreement. In addition to violating these Policies and Procedures, not complying with CASL can result in regulatory enforcement actions, which include severe financial penalties- potentially including a fine of up to \$10,000,000 CAD. Associates will be held fully responsible for their awareness of and compliance with all laws and regulations applicable to commercial electronic messages, including CASL.

Except as provided in this section, Associates may not use or transmit unsolicited text messages, unsolicited email (including 'one to one')

unsolicited email and 'mass' unsolicited email), direct messages through social media, or other commercial electronic messages sent to an 'electronic address', or engage in any other behaviour which constitutes a form of "spamming". The terms "commercial electronic message" and "email" mean the transmission via electronic messages or electronic mail, to an electronic address, of any material or information that "encourages participation in commercial activity". This includes advertising or promoting Isagenix, its products, its compensation plan, any other aspect of Isagenix, or the Associate's independent Isagenix business. This includes sending such messages by either email or SMS/text and also other electronic forms of communication such as direct messages through social media.

### **Consent**

CASL requires the consent of the recipient before they are sent commercial electronic messages, and has strict requirements for how you obtain consent before you send a commercial electronic message. These Policies and Procedures describe such messages as "commercial electronic messages"; however, you must understand they include any commercial messages sent to an "electronic address" (this includes messages sent by email, SMS, text messages and direct messages through social media).

Prior to sending a commercial electronic message, the Associate must use an express consent mechanism to obtain consent to send commercial electronic messages in compliance with CASL. Simply adding a person's contact information to a list, or claiming they have an existing relationship with you, is not permitted.

The consent used by you as an Associate must include all of the following:

- An individual must first ask to be added to your marketing list. Assumed consent, such as offering the individual the ability to opt-out, rather than opt-in, is not permitted.
- The mechanism through which you seek consent must require a positive action from the individual to indicate their consent. For example, the individual may be asked to tick an unticked box, or to supply their email address for the sole purpose of receiving commercial electronic messages from you. 'Implied' forms of consent such as pre-ticked boxes or boxes to 'opt-out' are not permitted.
- Associate may not send email, or other electronic messages, in order to ask for consent to send further electronic messages.
- The language used to ask for consent must state all of the following:
  - a. That the person is agreeing to receive commercial electronic messages relating to Isagenix, its products, and the Isagenix opportunity,
  - b. That the person is agreeing to receive commercial electronic messages from you as an independent Associate;
  - c. Your name;
  - d. That you are seeking consent for yourself to send messages;
  - e. Your mailing address, or a mailing address you use as an Associate;
  - f. Either a telephone number with access to voicemail, an email, or a web address, you can be contacted at in respect of your independent business; and
  - g. A statement consent can be withdrawn.

Associates must have a consent that meets the above requirements from each email address or other electronic address to which they send messages, and must retain proof of having obtained such consent. For each email address that the Associate provides to Isagenix, the Associate must provide Isagenix with proof of having such consent on request. Associates may not use email addresses or other electronic addresses that were acquired from "partners", such as a list broker, online source, or other contact other than Isagenix.

Associates who send commercial electronic messages must maintain a database that contains the following information about their recipient list and the messages they send:

- The date and time on which the recipient provided consent to receive commercial messages,
- The language used to provide that consent,
- The commercial electronic messages the Associate has sent, the dates on which they were sent, and recipients of each message, and
- Any unsubscribe requests the Associate has received (including their date and the address that made the request), and the date on which the Associate implemented the request (i.e. by removing the relevant address from their contact list).

### **Message Content**

In addition to requiring consent as described above, CASL requires specific information to be included in all commercial electronic messages- regardless of whether they are sent by email, text message/SMS or other electronic means.

All commercial electronic messages that you send in relation to your independent Isagenix business must include:

- Your name;
- Your mailing address, or a mailing address you use as an Associate;
- Either a telephone number with access to voicemail, email, or a web address, you use as an Associate; and
- An 'unsubscribe mechanism'. The unsubscribe mechanism must be available at the bottom (or top) of each commercial electronic message you send. The mechanism must indicate that the message recipient may reply to the message (for example, by reply email or text message) to ask not to receive further commercial electronic messages from you as an Associate. You must honor upon all unsubscribe requests that you receive within one business day. All unsubscribe requests must also be processed before any additional commercial electronic messages are sent out (i.e. you may not send a further commercial electronic messages to a recipient that has provided an unsubscribe request). Associates must also implement any unsubscribe requests that are provided to them by Isagenix.

It is prohibited to include any deceptive subject lines or message content and/or false header information in any commercial electronic messages you send. For example, it must be clear that the messages you send are meant to promote Isagenix, its products, and/or the Isagenix opportunity (i.e. the fact that the message is an advertisement, and the nature of what it is promoting, must always be clear).

Please note that the requirements of this Section (both in respect of consent, and in respect of message content) do not apply to a single reply message that you send in response to a question or inquiry you receive from the person you are replying to (such messages must still not be misleading in any manner). For example, if someone proactively sends you an email with a question, you may reply to their question by email without obtaining the consent described above. However, you may not then add that email address to a marketing list, unless the above requirements are followed.

## SECTION 6. TRADEMARKS, ADVERTISING AND INTERNET USAGE

### 6.1 Isagenix Trademarks, Copyrighted Materials, and other Intellectual Property

All Isagenix marketing and sales materials, including audios, videos, websites, posts, print and digital presentations, handouts or books, or other tangible and intangible works of authorship are the copyrighted work of Isagenix or of a related/affiliated entity.

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

### 6.2 Repackaging and Relabeling Prohibited

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

## SECTION 7. ENFORCEMENT OF POLICIES

### 7.1 Remedies for Violation of the Agreement, Deceptive Business Practices, or Violation of Law

To ensure compliance with the law and protect the integrity of the Isagenix business model and culture, the Compliance Department actively monitors Associates' business building activities. If an Associate violates the Agreement, or engages in any unethical, illegal, fraudulent, or deceptive conduct, or any other violation of any laws, statutes, or ordinances, Isagenix may, without limitation as to other remedies Isagenix may elect to pursue, take one or more of the following actions:

- issue a written advisory;
- revoke recognition at or invitation to any Isagenix event;
- suspend or revoke event tickets or access to any event or event venue, without reimbursement, even if the Associate qualified for an event or possesses or has paid for an event ticket or pass;
- suspend or revoke access to special privileges, including executive reports, access to the ABO, access to social media pages and groups, or other privileges;
- impose monetary fines or other penalties, which may be withheld from current or future Compensation payments;
- temporarily suspend, in part or in full, Compensation and other payments;
- remove and/or disqualify the Associate from participation in promotions, bonuses, incentive trips, contests and other non-Compensation Plan benefits;
- temporarily suspend or permanently cancel the Associate's Position(s) and all rights and Compensation in connection therewith;
- reassign all or part of the Associate's Marketing Organization;
- seek or impose monetary and injunctive remedies, as applicable and/or
- take any other action or corrective measures that Isagenix deems appropriate under the circumstances.

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

### 7.2 Field Relations Board.

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

## SECTION 8: RESERVED

## SECTION 9. GENERAL PROVISIONS

### 9.1 Reporting and Resolving Errors

If you have any questions or believe there has been an error, omission or problem concerning Compensation, reports, orders, or charges, you must notify Isagenix of the purported error in question. Isagenix will not be responsible for errors, omissions, or problems not so reported.

### 9.2 Waiver

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

### 9.3 Indemnification

You agree to indemnify and hold harmless Isagenix, its officers, managers, directors, employees, beneficial owners, and agents (collectively "Isagenix Indemnitees") against and from any claim, damage, loss, or liability, including judgments, civil penalties, refunds, attorneys' fees, court or arbitration costs, or lost business Isagenix Indemnitees incur, arising from any of your actions or inactions that violate your Agreement.

Isagenix agrees to indemnify you from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, excluding attorneys' fees and costs (collectively "Claims"), actually incurred by you arising out of any third party claim brought against you alleging: (1) any breach by Isagenix of any representation or warranty of Isagenix contained in this Agreement; (2) any breach or violation by Isagenix of any covenant or other obligation or duty of Isagenix under this Agreement or under applicable law; and (3) any third party claims alleging a direct act or omission of Isagenix.

### 9.4 Severability and Judicial Modification

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid or unenforceable for any reason, such provision shall be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Agreement will remain in full force and effect.

### 9.5 Survival of Terms

You understand and agree that each of the provisions of these Policies relating to confidentiality (section 5.2), non-solicitation (section 5.3), resale of products (section 4.5), including prohibitions of online sales, arbitration (sections 9.6, 9.9, 9.10, and 9.11), and other provisions as expressly stated herein will survive the cancellation of your relationship with Isagenix.

### 9.6 Mutual Agreement to Arbitrate

INITIAL

#### 9.6.1 General

THIS DISPUTE RESOLUTION AGREEMENT AFFECTS HOW CLAIMS YOU MAY HAVE AGAINST ISAGENIX OR THE RELATED PARTIES, OR CLAIMS ISAGENIX OR THE RELATED PARTIES MAY HAVE AGAINST YOU, WILL BE RESOLVED. YOU UNDERSTAND AND AGREE THAT THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION 9.6 OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE AGREEMENT OR THE AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE DISPUTES. YOU FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION IS UNENFORCEABLE.

Except as expressly provided herein, to promote to the fullest extent reasonably possible a mutually amicable resolution of disputes in a timely, efficient, and cost-effective manner, Associate and Isagenix (each, together with, as applicable, each of the Related Parties, a "Party" and collectively, the "Parties") **HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OR ANY COURT.**

Any controversy, claim or dispute of whatever nature arising between you, on the one hand, and Isagenix and/or the Related Parties, on the other, including but not limited to those arising out of or relating to the Agreement, including these Policies, or the breach thereof; the sale, purchase or use of Isagenix products; or the commercial, economic, or other relationship of you and Isagenix and/or the Related Parties, whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise ("Dispute"), and, except as provided herein, any Dispute as to the arbitrability of a matter under this provision, shall be settled through arbitration, as provided in this Section 9.6, except that the arbitrator(s) shall have no authority to determine that an arbitration may proceed on behalf of or against a class.

Except as provided herein, the arbitrator(s) shall have the exclusive power to rule on their own jurisdiction, including any objections with respect to the existence, scope, or validity of this Section 9.6 and/or to the arbitrability of any Dispute.

The Parties understand and agree that if the arbitrator or arbitral panel awards any relief outside the authority set forth herein, any Party may seek a review of the award in a Provincial or Territorial court in accordance with Section 9.11.

#### 9.6.2 Modifications

ISAGENIX MAY AMEND THE TERMS AND CONDITIONS OF THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION 9.6 FROM TIME

TO TIME. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY AMENDMENT BY ISAGENIX TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION 9.6 SHALL ONLY TAKE EFFECT UPON YOUR EXPRESS AGREEMENT TO SUCH AMENDMENT. YOU MAY INDICATE YOUR AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT. ISAGENIX MAY CANCEL YOUR AGREEMENT IF YOU DO NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION AGREEMENT WITHIN 30 DAYS AFTER NOTICE OF THE AMENDMENT IS PROVIDED. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, ANY SUCH AMENDMENT SHALL APPLY TO ALL DISPUTES SUBMITTED TO ARBITRATION BY YOU OR ISAGENIX (INCLUDING ANY RELATED PARTIES) ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH DISPUTE.

### 9.6.3 Agreement to Arbitrate

Unless the parties agree or the law of the jurisdiction in which you reside requires otherwise, any Dispute shall be subject to and shall be settled exclusively by final, binding arbitration in the Province or Territory in which the Associate resides. The Parties agree to exercise their best efforts to mutually agree upon the selection of an arbitrator or third-party provider to conduct the arbitration. If no such agreement can be reached, then the arbitration shall be administered pursuant to the then-prevailing ADR Chambers Arbitration Rules which are available at: <http://adrchambers.com/ca/arbitration/regular-arbitration/arbitration/rules>. Copies of the ADR Chambers' Commercial Arbitration Rules can be obtained by emailing [Legal@IsagenixCorp.com](mailto:Legal@IsagenixCorp.com) or can also be mailed to an associate upon request to Isagenix. Unless otherwise agreed in writing by the Parties, any mediator who mediated a Dispute between the Parties previously shall be disqualified from serving as an arbitrator in the case.

Either party may initiate an arbitration by providing a Notice to Arbitrate to the other:

- The notice must provide a description of the dispute and the relief sought to be recovered. A sample of a Notice to Arbitrate can be found at <http://adrchambers.com/ca/arbitration/regular-arbitration/arbitration/rules>;
- Three copies of the Notice to Arbitrate plus the appropriate filing fee must also be sent to ADR Chambers, 180 Duncan Mill Road, 4th Floor, Toronto, Ontario M3B 1Z6;
- A copy of the Notice to Arbitrate must be sent to the other party in accordance with the notice provisions hereof.

Notwithstanding the ADR Chambers Arbitration Rules, the following will apply to all arbitration actions:

- The arbitration will be conducted in English (with appropriate translators as may be necessary).
- The Parties will be allotted equal time to present their respective cases, including cross-examinations.
- The decision of the arbitrator will be final and binding on the Parties and may, if necessary, be reduced to a judgment in a court of law. Any motion or action to confirm, vacate, modify, or otherwise enter judgment on the award shall comply with Section 5.2. Unless the Party against which an arbitration award is entered has waived confidentiality, and to the fullest extent allowed by law, any Party seeking to enforce an award of an arbitrator(s) shall submit the award under seal to maintain protections of Confidential Information, and the Parties hereby agree and consent to the filing of such a submission, motion, or order under seal.
- The arbitration hearing shall commence within six (6) months from the date on which the arbitrator is appointed and the arbitration hearing shall be fully and finally completed in no more than a total of six (6) business Days over a period of no more than two (2) consecutive weeks from the date of commencement of the hearing, unless the parties agree or stipulate otherwise, and notwithstanding the governing Arbitration Rules and Procedures;
- The parties shall be allotted equal time to present and close their respective cases, including cross-examinations;
- **No arbitration, action, or claim shall be consolidated or combined with any other arbitration, action, or claim, for any purpose, even where such arbitrations, actions, or claims may contain common questions of law or fact;**
- **As a part of the agreement to arbitrate, the parties will forego any right they may have to a jury trial;**
- The arbitration shall be located in a location reasonably accessible to the Associate; however, the judgment on the award may be entered in any court having jurisdiction thereon;
- The arbitrator shall have complete discretion over the discovery and production process except that the ADR Chambers may not administer any multiple claimant or class arbitration. In this regard, the parties specifically agree that they may bring disputes against the other party only in an individual capacity and not as a class member in any purported class or representative proceeding, including without limitation, any class action or class arbitration. The arbitrator shall not combine or consolidate more than one party's claim without the written consent of all affected parties to an arbitration proceeding. The ADR Chambers may not administer any multiple claimant or class arbitration as the parties specifically agree that the Arbitration shall be limited to the resolution only of individual claims;
- The parties agree that the Arbitrator is without authority to:
  - Award relief in excess of what these Policies & Procedures provide;
  - Award consequential or punitive damages or any other damages not measured by the prevailing party's actual, direct damages; or
  - **Order consolidation or class arbitration, consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.**

INITIAL

### 9.6.4 Individual-Only Arbitration and Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND ISAGENIX (INCLUDING THE RELATED PARTIES) WAIVE ANY RIGHT TO HAVE ANY DISPUTE HEARD AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, AND THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO PROCEED ON SUCH A BASIS. A PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM IN THAT PARTY'S INDIVIDUAL CAPACITY ONLY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE JAMS RULES, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES AND MAY NOT OTHERWISE PRESIDE OVER ANY PROCEEDING ON A NON-INDIVIDUAL BASIS EXCEPT WITH THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

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**TO THE EXTENT ANY DISPUTES ARE NOT ARBITRABLE AS A MATTER OF LAW, THE PARTIES AGREE THAT LITIGATION OF THOSE DISPUTES SHALL BE STAYED PENDING THE OUTCOME OF ANY INDIVIDUAL DISPUTES IN ARBITRATION.**

In the event the prohibition on class or representative arbitration is deemed invalid or unenforceable after exhaustion of all appeals of that issue, then, to the extent that class or representative claims are asserted in a Dispute, such class or representative claims shall be litigated in accordance with Section 9.11.

**9.6.5. Equitable and Similar Relief**

Notwithstanding this Dispute Resolution Agreement, any Party may apply to a court of competent jurisdiction as necessary to enforce an arbitration award, or to seek a temporary restraining order or preliminary injunction to ensure that the relief sought in arbitration is not rendered ineffectual during the pendency of, or after the rendition of, a decision in any arbitration proceeding. In particular, and without limitation, you acknowledge that the covenants set forth in Sections 5.2 (Confidential Information) and 5.3 (Non-Solicitation) of the Agreement are reasonable and necessary to protect the legitimate interests of Isagenix. You further acknowledge that your breach of the provisions and covenants in Section 5.2 and 5.3 would cause Isagenix irreparable harm, the amount and extent of which would be very difficult to estimate or ascertain, and for which Isagenix may have no adequate remedy at law. Therefore, you agree that Isagenix shall be entitled to obtain injunctive relief, a temporary restraining order, specific performance, or such other equitable relief as may be required to prevent you from breaching or threatening to breach such provisions and covenants.

Furthermore, notwithstanding anything to the contrary in this Agreement, to the extent a party contests the jurisdiction of a state or federal court to preside over claims for a temporary restraining order or preliminary injunctive relief as described in this Section 9.6.6, the court in which such claim is made shall have exclusive jurisdiction to determine whether such claim is to be decided by the court.

The institution of any action shall not constitute a waiver of the right or obligation of any Party to submit any Dispute seeking relief other than enforcement relief or a temporary restraining order or preliminary injunction to arbitration.

**9.7 Third-Party Beneficiaries**

Although the Agreement is made and entered into between you and Isagenix, the Related Parties are intended third-party beneficiaries of the Agreement for purposes of the provisions of the Agreement referring specifically to them. The Parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between a you and Isagenix, and the Parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any Dispute between the other Parties.

**9.8 Protection of Confidential Information**

The Parties understand and agree that Isagenix has valuable trade secrets and Confidential Information. Thus, to the fullest extent allowed by law, the Parties agree to take all necessary steps to protect from public disclosure such trade secrets and Confidential Information in any arbitration or legal proceeding.

**9.9 Attorneys' Fees and Costs**

The prevailing party in any arbitration or legal proceeding shall be entitled to recover that Party's reasonable costs and expenses of arbitration or litigation, including legal, administrative, attorney, expert, and filing fees and costs, to the fullest extent allowed by applicable law.

**9.10 Class Action Waiver**

INITIAL

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND ISAGENIX (INCLUDING THE RELATED PARTIES) WAIVE ANY RIGHT TO HAVE ANY DISPUTE HEARD AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, AND PROVINCIAL AND TERRITORIAL COURTS SHALL HAVE NO AUTHORITY TO PROCEED ON SUCH A BASIS. A PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM IN THAT PARTY'S INDIVIDUAL CAPACITY ONLY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FEDERAL OR STATE RULES, THE FEDERAL OR STATE COURT(S) MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES AND MAY NOT OTHERWISE PRESIDE OVER ANY PROCEEDING ON A NON-INDIVIDUAL BASIS EXCEPT WITH THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO A FEDERAL OR STATE PROCEEDING.**

**9.11 Governing Law, Jurisdiction, and Venue**

Jurisdiction and venue of any other matter or Dispute not subject to arbitration shall reside exclusively in the Provincial or Territorial Courts of the Province or the Territory in which the Associate resides to the exclusion of all other venues and forums and the Associate hereby waives any and all objections to such venue, including personal jurisdiction and forum non-conveniens.

The Agreement is to be construed in accordance with and governed by the substantive laws of the Province or Territory in which the Associate resides without regard to choice of law or conflicts of law principles.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A: Code of Ethics**

As an Isagenix Independent Associate, I will:

- conduct myself and my business in a professional, ethical, moral, and legal manner, always being respectful of each and every person I meet,
- represent Isagenix products and the Isagenix income opportunity truthfully and accurately,
- provide ongoing support and active encouragement to others, both within and outside of my own organization
- honor my obligation to protect Isagenix's confidential information, including the contact information of others,
- abide by the terms of my Agreement with Isagenix, and
- comply with reasonable requests for information and documentation from Isagenix.

As an Isagenix Independent Associate, I will NOT:

- engage in any activity that would reflect poorly on Isagenix or me, including but not limited to any deceptive, misrepresentative, unlawful, or unethical business or recruiting practice, using any high-pressure recruiting or selling technique, or making any unlawful, unauthorized or exaggerated claim about Isagenix products or the Isagenix income opportunity,
- entice or encourage any existing person or business to join my team from another team under any circumstance, directly or indirectly,
- attempt to gain any advantage over any other Associate by claiming or implying that I am able to obtain any special treatment from Isagenix,
- disparage Isagenix or its products, Compensation Plan, management team, employees, affiliates, Customers, Brand Partners or other Associates, or the competition of its products, compensation plans, management teams, employees, affiliates, or independent distributors,
- attempt to manipulate the Isagenix Compensation Plan in any way, including but not limited to enrolling fabricated accounts or any person as a Customer, Brand Partner or Associate who has little or no interest in Isagenix, primarily to qualify for a bonus or other compensation, or by enrolling or encouraging others to enroll with multiple Positions and/or selling Isagenix products through unauthorized channels,
- attempt in any way, directly or indirectly, to violate or circumvent the terms of my Agreement with Isagenix, or
- accuse another Associate of misconduct absent reasonable grounds to do so as well as willingness to provide such supporting evidence and sworn statements as Isagenix may reasonably request.

## APPENDIX B: Glossary

**Associate** – an independent contractor who has met and continues to meet the eligibility requirements set forth in the Agreement. Associate is also the first level of Rank in the Compensation Plan. The term “Associate” (or the plural “Associates”) by itself generally refers to all Associates regardless of Rank, unless the context indicates that the Rank of Associate is intended.

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

**Associate Brand Partners** – independent contractors who have submitted an IAAA that Isagenix has accepted and meet the eligibility requirements of the Isagenix Associate Brand Partner Addendum. Associate Brand Partners are eligible to receive compensation under both the Team Compensation Plan and the Brand Partner Commission Schedule.

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

**Associate Support System** – the online support system available to Isagenix Associates. It includes, among other things, a replicated website and access to the Associate Back Office and training materials.

**Brand Partners** – independent contractors who meet the eligibility requirements set forth in the terms and conditions of the Isagenix Brand Partner Agreement.

**Business Building Activity** – enrolling a new Preferred Customer, Brand Partner or Associate with product purchases, receiving a Compensation payment, or advancing in Rank..

**Business Center** – a Position on a Team Placement Tree that is eligible to generate income under the Compensation Plan.

**Commission Schedule** – the Isagenix Brand Partner Commission Schedule, as may be amended from time to time, under which eligible Brand Partners may earn money.

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

**Compensation Plan** – the Isagenix Team Compensation Plan, as may be amended from time to time, under which eligible Associates may earn money.

**Customer Membership Account** – the account established by Preferred Customers upon agreeing to the terms and conditions of the Isagenix Customer Membership Application and Agreement and supplying the requisite information.

**Customers** – end consumers that purchase Isagenix products for their own personal use or the personal use of their Immediate Households. Isagenix has two levels of Customers, Preferred Customers and Retail Customers.

**End Consumers** – persons who acquire Isagenix products for the purpose of consuming them rather than for the purpose of reselling to someone else.

**Enrolling Sponsor** – the person who is credited for personally enrolling a Preferred Customer, an Associate, or a Brand Partner.

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

**Guidance Documents** – the guidelines, FAQs, supplements, training materials, and other tools and documents published or presented by Isagenix that interpret, clarify, or provide additional detail with respect to these Policies. Guidance Documents are available at [IsagenixCompliance.com](https://www.isagenix.com/IsagenixCompliance.com) under “Guidance Documents”.

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

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

**Independent Associate Application and Agreement (IAAA)** – the application and agreement which a person who desires to be an Isagenix Independent Associate must properly complete, execute, and submit to Isagenix as one of the prerequisites to becoming an Associate.

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

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

**Isagenix Trademarks** - - include the name “Isagenix” and all variations thereof, as well as the names of all Isagenix products and services and other marks as may be indicated by the use of the “™” or “®” symbols. Isagenix Trademarks also include various word combinations relating to Isagenix using the prefix “ISA” or the suffix “GENIX”.

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

**Marketing Organization** – Preferred Customers, Brand Partners and Associates who are situated below a given Associate in the Associate’s Team Placement Tree and from any of whose product purchases the Associate’s Compensation is derived.

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

**Membership Fee** – the fee that an Associate pays in order to, among other benefits, access and utilize the Associate Support System provided by Isagenix.

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

**Placement Sponsor** – the Associate under whom a Preferred Customer, Associate or Brand Partner is placed in the Team Placement Tree. (The Placement Sponsor and the Enrolling Sponsor may be the same person.)

**Policies / Policies and Procedures** – the rules and regulations applicable to the conduct of Associates with respect to their independent Isagenix businesses, as may be amended by Isagenix from time to time.

**Position** – (1) the Business Center held by an Associate, or (2) the placement location of a Preferred Customer, Brand Partner or Associate in the Enrolling Sponsor's Team Placement Tree for purposes of measuring and tracking product sales and allocating Compensation payments to Associates.

**Preferred Customer** – a Customer who establishes a Customer Membership Account with Isagenix. (Preferred Customers may be referred to as "registered customers" on occasion.)

**Qualifying Activity** – as any one of the following: placing an Isagenix product order of one (1) Business Volume (BV) or more, earning a commission or receiving any form of Compensation, attending an incentive trip, enrolling an Associate, Preferred Customer, or Brand Partner, providing a new Customer referral, or engaging in any solicitation or prospecting activity.

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

**Region** – a country or a group of countries designated by Isagenix for purposes of distinguishing geographical areas of the world where an Associate may sponsor new Associates, Brand Partners and Customers.

**Related Parties** - Isagenix's owners, members, managers, directors, and employees.

**Retail Customer** – a Customer who does not establish a Customer Membership Account and who purchases Isagenix products at retail prices from [Isagenix.com](http://Isagenix.com) or an Isagenix Associate replicated website, or in-person from an Associate or any other sales channels approved by Isagenix. (Retail Customers may be referred to as "guests" on occasion).

**Subscription Rewards (Autoship)** – an optional program of convenience permitting preselected, pre-authorized orders to be shipped automatically on a pre-selected schedule. Associates are not required to join the program in order to participate in the Compensation Plan.

**Team Placement Tree** – an Associate's Marketing Organization (Right and Left Teams) in which Preferred Customers, Brand Partners and Associates are positioned.

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

## **Appendix C: Guidance Documents**

1. Guidance for Associate-Sponsored Discounts, Contests, Promotions, and Raffles
2. Guidance for Associate Sales of Non-Isagenix Goods or Services
3. Guidance for Internet Advertising and Social Media

Guidance documents by Isagenix describe the company's current thinking on a topic. Isagenix reserves the right to amend its guidance or provide additional guidance as appropriate. The standards in this document will be enforced in accordance with the Policies and Procedures. Because each situation is unique, you should consult with Isagenix Compliance ([Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com)) if you have any questions about how this or other guidance may apply to your situation. To the extent this guidance conflicts with the Policies, the Policies are controlling notwithstanding the guidance provided here.

## ASSOCIATE-SPONSORED DISCOUNTS, CONTESTS, PROMOTIONS, AND RAFFLES

We value entrepreneurial leaders who motivate and support Members of their teams by recognizing extraordinary achievements within their independent businesses, and we encourage the proper use of promotions and other similar measures to build a business and support a team. While we want to encourage that entrepreneurial spirit, we also want to make sure everyone is playing by the same rules. This will help keep the company and your business safe while also creating a level playing field for all Isagenix Independent Associates.

The following general guidelines minimize possible confusion among Associates concerning what is and what is not permissible when it comes to Associate-sponsored incentives and provide further elaboration on the reasons and principles underlying these guidelines:

1. Associate-sponsored contests within their own teams may be permissible if done responsibly and in accordance with Isagenix Policies & Procedures. Although each situation is unique, and additional guidance may be necessary, some key considerations for leaders who desire to run their own promotions are as follows:
  - a. All rewards or incentives should be based on the sale of products to consumers and legitimate business-building activities to that end, never on just enrollments;
  - b. Promotions should reward members for finding consumers who buy our products without subsidizing the product purchases by the consumers;
  - c. Promotions should be affordable for the leader offering the promotion and presented in a way that does not put any pressure on the other members of the team to offer their own promotions;
  - d. Except as stated below, communication about team-based promotions must be limited to the members of the team and publicized only to members of the team (e.g., no public posts on social media) to protect leaders from allegations of cross-recruiting and to avoid making a particular team appear more attractive to join than another;
    - i. *The offering of a small prize or giveaway on social media that can reasonably be expected to avoid giving an unfair business building advantage to any particular Associates and stay consistent with the other purposes and principles listed in the Policies & Procedures—such as, for example, one in which a prize with a value of \$50 or less is being offered—may be communicated to the general public.*
2. Associate-sponsored contests or promotions within an Associate's own team that are designed to reward business-builder activities (such as referrals, loyalty rewards, new product trials, meeting attendance or participation, hosting meetings or otherwise promoting the use and success of Isagenix products and programs, new Customer acquisition, rank advancement, leadership development, and consistency) are permitted subject to the above guidelines.
3. Associate-sponsored promotions targeting the general public are not allowed if they include any offer to subsidize product purchases or provide other special discounts, rebates, shared Product Introduction Bonuses, and other financial incentives that effectively subsidize purchases by consumers. This rule does not apply to discounts and promotions offered by the company, which are available to everyone, or team fitness challenges open to the public if there is no exchange of money for participation in the challenge, the prize is in line with Section 1(d), and the criteria for determining the winner of the prize is based on safe physical transformations. The purpose of this rule is to:
  - a. Maintain a level playing field and avoid giving an unfair advantage to more established leaders who have more resources than other Associates;
  - b. Avoid causing other Associates to feel undue pressure to match those promotions to be able to effectively compete for new Customers;
  - c. Avoid setting a precedent of using high-cost incentives that could discourage new Members from getting into the business;
  - d. Prohibit activity that could be considered as:
    - i. manipulation of the Isagenix Team Compensation Plan,
    - ii. "paying for enrollments," or
    - iii. otherwise potentially unlawful activity under certain circumstances.
  - e. Protect the Isagenix brand and reputation by minimizing confusion about our pricing and promotions.
4. Raffles: Associate-sponsored raffles are allowed as long as the following requirements are met:
  - a. The raffle is only directed at existing Customers and Associates or is offered at an in-person gathering such as a trade show or opportunity meeting;
  - b. The Associate sponsoring the raffle may not accept any money in connection with the raffle;
  - c. The sponsoring Associate may not promote the raffle to, or allow to participate in the raffle, anyone who is in another Isagenix organization;
  - d. The sponsoring Associate must take on the responsibility of ensuring that the raffle does not violate any applicable law (Many jurisdictions have prohibitions against holding raffles with limited exclusions for charitable purposes. Isagenix cannot provide advice on the legality of a raffle or competition.);
  - e. The sponsoring Associate must ensure that the raffle complies with the principles outlined in Sections 1 and 3 above regarding contests and promotions;
  - f. Using a raffle as a means of enticing, encouraging, or subsidizing the opening of an Isagenix account is not permitted. The opening of a new account cannot be either a requirement for entry into a raffle or a prize in a raffle; and
  - g. A raffle for purposes of this guidance document is any competition in which participants take some action in a business-building activity that grants them a chance to win a prize.
5. Examples of potential contests, promotions, and raffles that would comply with this guidance:
  - a. In connection with an Associate-sponsored event, an Associate could invite existing Customer and Associate attendees to enter their names (at no cost) in a raffle for an opportunity to win all or a portion of a product display. This type of raffle would be acceptable for a virtual event,

provided entrance in the raffle is based on attendance or some other form of participation in the virtual event and not enrollment.

- b. An Associate could run a raffle for their existing team members whereby the team member can qualify for the chance to win a prize if they achieve a rank advancement within a certain time period.
- c. An Associate could run a fitness challenge for existing team members whereby the team member can win a prize for doing certain activities. For example: Join a private fitness challenge, post in a team Facebook group once a week, and participate in weekly team calls.

If you have any questions about this guidance and how it might apply to a promotion you would like to run, or if we can provide any other assistance, contact Isagenix Compliance at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com).

## ASSOCIATE SALES OF NON-ISAGENIX GOODS OR SERVICES

As an Isagenix Independent Associate, you have the right to participate in other business ventures outside of Isagenix. However, our Policies and Procedures generally prohibit Associates from promoting or selling non-Isagenix goods or services to other Associates or Brand Partners, with limited exceptions. This rule is in place to protect all Associates and their teams from being pressured or distracted by unwanted solicitations.

We acknowledge that it may be appropriate for you to sell non-Isagenix goods or services to individuals with whom you had a pre-existing relationship before you joined Isagenix, which includes your Personally Enrolled Associates and family members. Still, Associates are not permitted to exploit their Isagenix relationships to further their non-Isagenix business interests.

This guidance document is intended to clarify our policies and practices regarding what is and what is not permissible when it comes to Associate sales of non-Isagenix goods and services. As a general rule, all Associates agree in the Isagenix Policies and Procedures, Section 5.3 to refrain from promoting or selling other business ventures, goods, or services to Associates or Brand Partners. However, we recognize it can be difficult to comply with this rule when your independent business activities attract attention from your Isagenix contacts.

To help you better understand how to comply with this policy, we are publishing the following general guidelines and further elaborating on the reasons and principles underlying these guidelines:

1. Subject to certain conditions, Associates may participate in other business ventures and may promote or sell non-Isagenix goods or services outside of their Isagenix businesses.

The most successful Associates focus their time and energy on their Isagenix businesses. However, Associates are independent contractors and are free to engage in other business ventures and sell other goods or services as long as they are not marketed, advertised, or otherwise presented in a manner that encourages, either actively or passively, other Associates or Brand Partners to purchase such goods or services.

2. In practice, Associates may sell non-Isagenix goods or services to Associates or Brand Partners on a limited basis if those sales are incidental to efforts targeted at the general public as opposed to an Isagenix audience.

Although our Policies and Procedures prohibit the sale of any goods or services to other Isagenix Associates or Brand Partners outside of your 1PET and family members, Isagenix has permitted the marketing and sale of such non-Isagenix goods and services under the following conditions: (1) the marketing of such goods and services is not targeted at an Isagenix audience; (2) the goods and services are not being offered as a condition to being part of a team or otherwise required or suggested to achieve success as an Associate; and (3) the goods and services are not being promoted as a means of building an Isagenix business, including assistance with prospecting, connecting with others, social media training, personal development, team building, or product knowledge. Associates may not promote non-Isagenix goods and services through a particular channel if they know, or should have known, that the audience contains Associates or Brand Partners who are members of the audience primarily because of their relationship with Isagenix.

*Examples of impermissible activities include (1) promoting other business ventures or competing products to Associates or Brand Partners, (2) promoting or selling leads or contact lists to Associates or Brand Partners, (3) promoting or selling training programs that are targeted at Associates or Brand Partners, and (4) requiring or pressuring other Associates or Brand Partners to participate in an outside training program as a precondition to receiving full support on their Isagenix team.*

3. Associates generally may not promote or sell non-Isagenix goods or services to Associates or Brand Partners if they are targeted at an Isagenix audience.

This policy is designed to protect all Associates and Brand Partners from unwelcome distractions that can create a perception of unfairness and take away from a more appropriate focus on building and supporting Isagenix businesses. An example of a currently impermissible situation would be a personal development trainer who, without express written permission from Isagenix, offers their products or services directly to Associates and/or designs their program specifically to target Associates rather than the public at large.

This restriction is based on two fundamental principles. First, Isagenix wishes to protect its Associates and Brand Partners, as a group, from being solicited or pressured to purchase products or services that may be unwelcome and distracting, and the quality of which Isagenix has no ability to monitor or control. Second, the database of contact information for Associates and Brand Partners is a protectable trade secret and confidential information that is proprietary to Isagenix and may not be used by anyone to promote a business not associated with Isagenix.

If you have any questions about this guidance and how it might apply to your specific situation, contact Isagenix Compliance at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com).

# INTERNET ADVERTISING AND SOCIAL MEDIA

As a company committed to providing you with tools to facilitate the growth of your business, we are pleased to offer an opportunity for you to use certain web-based marketing platforms, including your own websites and social media, to market Isagenix products and opportunities. Isagenix understands that internet-based marketing has become an invaluable tool to attract new leads, provide information about Isagenix products and income opportunities, and generate additional product sales. To help you understand how to market Isagenix products when using web-based marketing platforms, we have developed the following guidelines to supplement Section 6.3 of the Isagenix Policies and Procedures so you may successfully and properly market Isagenix products and the Isagenix income opportunity using the internet.

## 1. FOUNDATIONAL PRINCIPLES

The following principles apply to any action by an Associate or Brand Partner involving the marketing and sale of Isagenix products and the Isagenix income opportunity using a web-based marketing tool or application:

- a. All content, including but not limited to blog posts, websites, testimonials, and advertisements, must comply with Section 5.5.2 of the Policies and Procedures and Isagenix company practices.
- b. Isagenix products and advertisements for Isagenix may be displayed with other products or services so long as the other products and services are not competing products, consistent with Isagenix values and are not marketed or sold by another network marketing company.
- c. Isagenix products and advertisements for Isagenix may not be displayed online with content that results in noncompliant implications. For instance, promoting Isagenix on a website or social media group that aims to cure medical conditions implies that our products are beneficial for such conditions.
- d. All Isagenix product orders must be placed using the Isagenix-provided shopping cart found within your Isagenix provided replicated website. Product orders may not be taken on any website other than the Isagenix replicated website, including but not limited to retail websites like Walmart, eBay, or Amazon.
- e. You must be truthful and honest when marketing Isagenix products and the Isagenix income opportunity. You must always identify yourself as an Isagenix Independent Associate or Brand Partner and use the Isagenix Independent Associate logo provided by Isagenix.

## 2. DOMAIN NAMES AND METADATA

When selecting terms for use in domain names, metadata, you may not include “Isagenix” or any term that may be a derivative of or confusingly similar to the Isagenix trademark, such as “Isogenix.com.” Additionally, you may not use a term that suggests an improper income, medical, drug, or weight loss claim. For example, using the domain name “cure-obesity.com” or entering “diabetes” in the metadata or keyword option is misleading and an improper marketing practice.

- a. Isagenix discourages the use of “Isa” as a prefix in a domain name. If you use “Isa” or an Isagenix trademark in your domain name and Isagenix later decides to use that domain name, you agree to take all steps necessary to transfer the domain name to Isagenix. Additionally, if you use “Isa” in your domain name, you may be asked to take additional measures above and beyond those identified in the Policies and Procedures or these guidelines to avoid consumer confusion.

## 3. TARGETED/PAID ADVERTISEMENTS, AND PAY-PER-CLICK MARKETING

Associates and Brand Partners are permitted and encouraged to promote their Isagenix replicated websites or approved personal websites by using social media platforms and organic marketing techniques. However, to ensure a level playing field for all our Associates, paid advertisements that are part of an effort to promote Isagenix products or the Isagenix income opportunity are strictly prohibited. For purposes of this guidance, examples of paid advertisements include: ads on search engine platforms such as Google.com or bing.com, ads on social media platforms such as Facebook or Instagram, pay-per-click marketing, display ads, and banner advertising.

## 4. INDEPENDENT WEBSITES

Isagenix believes in responsible use of websites to market our products and grow your business. Accordingly, you may operate an independently created website to market Isagenix products and to promote the Isagenix income opportunity (an “Independent Website”) if the following policies are observed:

- a. All materials and links that appear on your Independent Website comply with all of the Policies and Procedures.
- b. When possible, you should use the approved material in the Media Libraries on [www.IsagenixBusiness.com](http://www.IsagenixBusiness.com) or other Isagenix-provided sales tools.
- c. If your Independent Website features, advertises, or references Isagenix products or the Isagenix income opportunity, either directly or indirectly, or is used in your marketing efforts, whether or not it mentions Isagenix, you may only use marketing language and materials approved by Isagenix.
- d. All product orders must be processed using the shopping cart found on your Isagenix-provided replicated website. If a Customer can select Isagenix products for purchase on your Independent Website, the Customer must be redirected to your Isagenix-provided shopping cart to process any payments.
- e. Your Independent Website must prominently indicate that the site is maintained by an Isagenix Independent Associate and may not be identified as a corporate Isagenix website. Your Independent Website must prominently display the Isagenix Independent Associate logo rather than the Isagenix corporate logo and must prominently disclose your name. Your Independent Website must have the following disclaimer conspicuously present on each page in a legible font in addition to any necessary disclaimers identified elsewhere in the Policies and Procedures:

*“This website is owned and operated by an Isagenix Independent Associate and is not endorsed by Isagenix International, LLC. Any opinions expressed on this website are made by and the responsibility of the individual Associate and should not be construed as a representation of the opinions of Isagenix International, LLC.”*

- f. Access Isagenix disclaimers on our Disclaimers page at [Isagenix.com](https://www.isagenix.com). Associates must use appropriate disclaimers according to the content of the Independent Website. All disclaimers must be the same font and text size as the items referenced.

## 5. BANNERS AND ADVERTISEMENTS

Any use of independently created banners or ad copy or alterations to any approved banners or ad copy must be submitted to the Compliance Department for written approval prior to use. Banners and links may not be placed on any website that is inconsistent with Isagenix values, including, without limitation, any websites on which the sale of Isagenix products is prohibited, such as online auction or retail sites.

## 6. SOCIAL MEDIA WEBSITES

While you are encouraged to advertise Isagenix on your social media website, you may not use Isagenix or a confusingly similar name as your account name, group name, page name, discussion name, or other social media presence, and may not use the Isagenix logo, the Isagenix 'brandmark,' or an Isagenix product picture as your profile picture. If you use a social media website to market Isagenix, you must identify yourself as an Isagenix Independent Associate or Brand Partner and not represent yourself as an official representative or employee of Isagenix. Isagenix maintains its own social networking profiles that permit our Associates to join pages created by Isagenix to communicate with the Isagenix community. You may not, however, create your own groups and pages using the Isagenix name, trademarks, or brands.

## 7. BLOGS, MICROBLOGS, AND PODCASTS

Isagenix does not encourage the use of blogs by Associates to advertise their Isagenix business or provide information regarding Isagenix or its products. Claims made by an Associate on their blog may reflect directly on Isagenix. Isagenix asks that you use the About Me page on your Isagenix replicated website or submit a testimonial to the Compliance Department if you wish to tell your Isagenix story in an online forum. If you choose to use a blog, it may not be titled, branded, or advertised as an Isagenix blog. You must be identified on the blog as an Isagenix Independent Associate. All content on the blog must comply with the most recent version of the Policies and Procedures applicable to testimonials and income, weight loss, drug, and medical claims and should always use the proper disclaimers. Isagenix may be discussed in a blog, but you may not operate a blog where Isagenix is the primary focus. Any discussion of Isagenix must be done so without the functionality to enable comments by readers. The policy for blog postings applies to your use of a forum or discussion board to post Isagenix content on the internet. Isagenix maintains our own blogs that permit our Associates to subscribe to content via their RSS feeds to communicate with the Isagenix community. We strongly discourage Associates from publishing any independent conference calls they have with their team or distributing that content as a podcast, as that content has not been approved by the Compliance Department and should only be shared among and used for the sole purposes of the call attendees. Any recorded content must receive written approval from the Compliance Department prior to its distribution.

## 8. YOUTUBE AND OTHER VIDEO HOSTING WEBSITES

Isagenix maintains an account on YouTube at [www.youtube.com/@Isagenix\\_international](https://www.youtube.com/@Isagenix_international) to help our Associates disseminate the educational videos we produce. We encourage you to link to or embed the YouTube videos on your own Independent Website or social networking pages. You may only use the YouTube videos in their original form and may not alter them in any way. Directing a prospective lead to a website with one of our videos can be an effective tool for you to begin a discussion about Isagenix products and the Isagenix business opportunity. You may not create your own accounts on YouTube or other video hosting websites to post Isagenix-created videos. Isagenix has ensured that videos are available in many locations, which allows Isagenix to keep the most recent and effective videos available for all of our Associates. If you create your own Isagenix video, including a video testimonial, you must receive written approval from the Compliance department prior to distributing the video.

## 9. EMAIL

All advertisements sent via email, telephone, or fax must comply with all anti-spamming laws for the state or country where the intended recipient resides. You are under obligation to research and comply with all laws concerning unsolicited commercial email. Under CAN-SPAM Act of 2003, it is unlawful in the United States "to use any telephone, facsimile machine, computer, or other device to send an unsolicited advertisement. 'Electronic mail advertisement' means any email message, the principal purpose of which is to promote, directly or indirectly, the sale or other distribution of goods or services to the recipient."

## 10. LEAD GENERATION AND AFFILIATE MARKETING PROGRAMS AND WEBSITES

While participating in lead generation or affiliated marketing programs is permitted, you may not offer or distribute any lead generation or affiliate marketing program to another Associate. A lead generation program is a website that allows an Associate to gather information from a prospective Customer in order to recruit that individual. An affiliate marketing program is a program whereby someone is rewarded for referrals or web traffic.

## 11. AFFILIATE PLATFORMS

Certain websites or mobile/web applications are used to connect companies with individuals who want to promote products for commissions, such as affiliate marketers and influencers. These websites/applications are sometimes referred to as "Affiliate Platforms." To ensure compliance with the law, you agree not to use or engage with any such Affiliate Platform, directly or indirectly, in a manner that: (1) excludes other Associates from participating in the Affiliate Platform in the same capacity; (2) creates an unfair advantage or discourages other Associates from participating; (3) enrolls individuals as Preferred Customers or Associates with Isagenix in a way that circumvents, obscures, or replaces the Isagenix website, Associate replicated website, or Isagenix enrollment process; or (4) holds you out or represents you as Isagenix itself or the exclusive Isagenix distributor of an Affiliate Platform. You agree to cancel or transfer to Isagenix, immediately upon request, without recourse or compensation, any Position with an Affiliate Platform that violates these provisions.