



# ISAGENIX POLICIES AND PROCEDURES

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Policies and Procedures for Residents of Canada

Effective August 20, 2020

## SECTION 1. CODE OF ETHICS

### 1.1 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 other Members, both within and outside of my own organization;
- honor my obligation to protect Isagenix's confidential information, including the contact information of other Members; and
- abide by all of the Isagenix Policies and Procedures, as currently in effect and as may be amended by Isagenix from time to time

### 1.2 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 Isagenix Member 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, or other Associates, or the competition or their 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 any person as a Customer 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; or
- attempt in any way, directly or indirectly, to violate or circumvent these Isagenix Policies and Procedures and other agreements and policies that apply to me.

## SECTION 2. YOUR RELATIONSHIP WITH ISAGENIX

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.

### 2.1 Becoming an Isagenix Independent Associate.

To be eligible to become an Isagenix Independent Associate, you must: **(a)** be legally competent and have reached the age of majority 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)** review and, as appropriate, complete all required materials and documents, including the Isagenix Privacy Policy, the Isagenix Policies & Procedures (“Policy” or “Policies”), the Isagenix Team Compensation Plan (“Compensation Plan”), and the Isagenix Earnings Disclosure Statement and review and complete any training materials and/or programs as may be

required by Isagenix; **(e)** pay a Membership Application Fee; **(f)** provide a valid 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) within the twelve (12) month period immediately prior to submitting an IAAA (six (6) months for Isagenix Customer only Members, except as described below). (See Section 3.5 for additional POLICIES AND PROCEDURES 2 information and restrictions.) 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. By becoming an Associate, and each time you receive and accept a commission or bonus payment, you agree to abide by the then most current terms and conditions of the IAAA, the Policies and Procedures, the Compensation Plan, the applicable Isagenix Guidance Documents, and other applicable policies, agreements or obligations.

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

Associates who choose not to create a Customer Membership Account will pay a \$39.00 USD Membership application fee that is charged annually and may purchase Isagenix products directly from Isagenix at the same prices as Preferred Customers.

## **2.2 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, or incomplete information. Isagenix reserves the right to void or delay any enrollment, including voiding pending orders and payments, pending validation of account information. Isagenix may terminate any Position that is being operated by any person other than the person(s) named on the IAAA or related Isagenix account.

## **2.3 No More than One Position.**

You may not have a financial interest or any other interest in more than one Position, including participation in the building of or ordering products through such Position, even when that Position is held by a separate business entity or another person, except in limited circumstances (such as Re-Entry Positions) as officially designated and approved in writing by Isagenix. If you are found working or assisting to work a Position in someone else's name, such Positions may be terminated and the waiting periods in Section 3.5 will apply from the Position's most recent activity.

## **2.4 Spouses.**

All references herein to 'spouse' shall include individuals in a legally recognized common law relationship, and the term 'divorce' shall include the separation of such common law partners. Spouses may hold separate Positions, provided that they are in the same Line of Sponsorship and one spouse directly sponsors the other (except in cases where each spouse owned a Position prior to being married). Each spouse agrees that the actions of one spouse may be attributed to the other spouse and may result in corrective action against both spouses.

## **2.5 Re-Entry Positions.**

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

## 2.6 Other Special Programs.

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

## 2.7 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 or territory of incorporation; or
- b. a trust that is established in accordance with Isagenix requirements.

You may make such requests by providing a written request to Isagenix. The request must include: (1) the business number (“BN”) as issued by the Canada Revenue Agency; (2) your own valid government-issued social insurance number; and (3) any other 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. Even if you successfully add an entity to your account, ultimate ownership of and responsibility for the account will remain with you. Isagenix may refuse any request or application or terminate any trust or entity account at its sole discretion.

**Note:** Your personal identification is used for internal tracking purposes, but once a BN is provided, reporting for tax purposes will be directed to that BN. You may not use this provision to circumvent any condition of eligibility, including without limitation Section 2.3 prohibiting more than one Position per person and the reenrollment provisions of Section 3.5.

## 2.8 Independent Contractor.

Isagenix Independent Associates, in whatever form, are independent contractors. You acknowledge and agree that you are not an agent, employee, legal representative or franchisee of Isagenix, your Sponsor(s), or any other Independent Associate. Independent Associates have no authority to bind Isagenix to any obligation. It is each Independent Associate’s responsibility to pay all income, local or applicable taxes as an independent contractor, and Independent Associates are not eligible for employee benefits, such as unemployment compensation, worker’s compensation or minimum wages.

You understand and agree that you are responsible for and will pay **(i)** all applicable federal and provincial withholding taxes, source deductions, PST, GST, HST, income tax, other taxes, employment insurance premiums, Canada Pension Plan contributions, worker’s compensation contributions or provincial employee health tax contributions and other levies, premiums, licence requirements and fees related to your compensation and activities as an Independent Associate under the Associate Contract and **(ii)** at your own expense, complete all filings, and obtain such licenses as are required by applicable federal, provincial and local laws, rules and regulations, with respect to the Associate Contract and your activities as an Independent Associate. As a self-employed independent contractor, you are also responsible for complying with any applicable federal, provincial, or local business licensing requirements.

As a self-employed independent contractor, you will be operating your own independent business, buying and selling products and services available through and by Isagenix on your own accord. You have complete freedom in determining the number of hours you will devote to your business, and you have the sole discretion of scheduling such hours. Isagenix will not provide you with a place of business, and if you desire a place of business other than your own residence, you will be responsible for procuring, furnishing, equipping, and paying for such place of business. Further, Independent Associates should determine their own methods of sale, so long as he/she complies with Isagenix’s Policies and Procedures.

## 2.9 Annual Renewal.

You must renew your IAAA annually by paying the applicable renewal fee, plus taxes, by 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 membership. Automatic Renewal Charge: As a

convenience, if you are an Active Associate and place an order with your personal credit card within ninety (90) days before your renewal date, Isagenix will automatically renew your IAAA by charging the applicable renewal fee (plus tax) to the same credit card, provided it is your current method of payment on file at the time the fee is charged. Renewal fees will be charged approximately 5-7 days prior to your renewal date. If you do not wish to participate in this automatic renewal, you may opt out by contacting Customer Care at (877)877-8111. (Fees are subject to change upon prior notice to you. You will have the opportunity to terminate your IAAA before any such fee change takes effect.)

## **2.10 Becoming an International Sponsor.**

If you wish to enroll Members outside your Home Region and earn compensation based on the sale of Isagenix products in those Regions, you must become an Associate with International Sponsorship by submitting a fully completed and executed International Sponsorship Application and Agreement ("ISAA") and paying the applicable application fee, which must be paid upon submission and each year after. If you choose to become an Associate with International Sponsorship, you must abide by the ISAA, the Policies and Procedures, the IAAA, the Compensation Plan, and the local 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 Isagenix Independent 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 may redesignate either Sponsor in the event of a dispute. (Although Customers are also assigned Positions in the applicable Marketing Organization for tracking purposes, they do not have any Retail Business Centers and are not eligible to earn commissions unless they become an Associate.)

### **3.2 Change of Sponsorship or Placement.**

To protect the integrity of the Compensation Plan and to discourage unethical cross-recruiting practices, Isagenix does not allow sponsorship or placement changes, except in very limited, unique and unusual circumstances. Any request to change sponsorship or placement must be made in writing and sent directly to Isagenix at [Isagenix International, Attn: Sales Department, 155 E. Rivulon Blvd, Gilbert, AZ, 85297](mailto:Placements@isagenixcorp.com) or via email to [Placements@isagenixcorp.com](mailto:Placements@isagenixcorp.com). The request initially will be reviewed by Sales and if it is found to warrant further action, will be sent to the Field Relations Board (FRB) for consideration. The request may be denied at Isagenix's sole discretion. Any approval must come from the FRB prior to the change taking place.

### **3.3 Modifying or Selling Your Position.**

You may not modify or sell any Position without the prior express written approval of Isagenix that is dated and signed by an authorized officer of Isagenix. Isagenix may, at its sole discretion, approve or disapprove any modification you propose to make to your Position. Before Isagenix will consider any changes you must submit a written statement outlining the proposed modification and the reasons for the modification. You may request to sell your Position if: **(a)** you have actively operated your Position as an Active Paid-As Executive for the six (6) consecutive months immediately preceding your request; **(b)** you submit a written notice to Isagenix specifying the proposed terms and conditions of any proposed sale to a bona fide purchaser at least 30 days before you intend to consummate the sale; **(c)** you are not under any compliance investigation or restriction; and **(d)** you provide all information, documentation and signatures as may be requested by Isagenix. Isagenix may approve or disapprove of any proposed sale, at its sole discretion, or may opt to purchase the Position from you on substantially the same terms and conditions specified in the notice.

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

### 3.4 Voluntary Cancellation of Your Associate Contract.

You may cancel your Associate Contract, including your Position, **(a)** at any time by signing and submitting a written request to Isagenix, **(b)** by failing or choosing not to pay your annual renewal fee when it is due, or **(c)** by failing or choosing not to engage in any Business Building Activity for six consecutive months or longer. Once your Associate Contract/Position has been cancelled, you may not reenroll or have a financial interest in another Position except in accordance with the reenrollment policy as provided in Section 3.5. If you desire to voluntarily cancel your Associate Contract/Position and intend to reenroll, you must sign and submit a “Voluntary Request to Relinquish Position With Intent to Re-Enroll” Form (sometimes referred to as the “Reenrollment Request Form”). Written requests for cancellation are considered effective when a valid request is received by Isagenix. **Cancellation notices may be mailed to:**

**Isagenix International, LLC  
Attn: Account Requests  
155 E. Rivulon Blvd  
Gilbert, AZ 85297**

sent via facsimile to: [\(480\) 636-5386](tel:4806365386); or scanned and emailed to: [AccountRequests@IsagenixCorp.com](mailto:AccountRequests@IsagenixCorp.com). Isagenix may, at its sole discretion, elect not to renew your Associate Contract. Isagenix will notify you of its intent not to renew on or before the anniversary of your enrollment.

### 3.5 Reenrolling After Cancellation; Eligibility.

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

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

- Customers may reapply six months from the date of their most recent Qualifying Activity.
- Associates who have never earned a commission or who have earned less than \$500 USD total from Isagenix over the 12-month period immediately preceding their last Qualifying Activity may reapply six months after the date of their last Qualifying Activity.
- Associates who have earned Compensation totaling \$500 USD or more with Isagenix over the 12-month period immediately preceding their last Qualifying Activity may reapply 12 months from the date of their last Qualifying Activity.
- Regardless of income received, Associates who have ever achieved the rank of Director or above may reapply 24 months from the date of their last Qualifying Activity, and neither they nor their spouse are eligible to re-earn any Rank Advancement Bonuses previously earned in either of their Positions

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

If you wish to continue ordering Isagenix products from your current Position at Member prices during your waiting period without resetting your waiting period each time you order, you must sign and submit a Reenrollment Request Form. By submitting this form, you irrevocably waive and forfeit all rights relating to your current Position(s) (including all Compensation and Ranks). You must explain your reasons for making the request and where you intend to enroll after the waiting period expires. For purposes of this exception, your applicable waiting period will start on the date Isagenix receives your completed Reenrollment Request Form, even if your Position has already been inactive for any amount of time. Your intent to cancel and reenroll will be communicated to your current Enrolling Sponsor, and volume from your purchases will continue to be credited to your current Enrolling Sponsor until the date your wait-out period expires and your new enrollment takes place.

Anyone found trying to circumvent this policy in any way, including by attempting to enroll with another Isagenix Marketing Organization prior to their approved reenrollment date, by enrolling under a business entity or a different name, by cooperating with another person or working a business for another person, by operating an account in the name of a spouse or family member, or by engaging in any Qualifying Activities, may be subject to corrective action,

up to and including the “resetting” of his or her waiting period, repayment of any bonuses or commissions earned in the new Position, denial of reenrollment requests, and/or the termination of his or her Associate Contract, including any and all Position(s). Anyone who is aware of or complicit in efforts to violate or circumvent this policy is subject to the same corrective action.

Isagenix may, in its sole discretion, prohibit or condition an Associate’s ability to earn a Rank Advancement Bonus if that Associate has already earned the Rank Advancement Bonus in a previous Position and has elected to reenroll under this Section 3.5. For purposes of this determination, Isagenix may consider whether an Associate’s spouse has earned a Rank Advancement Bonus.

Despite this Section 3.5, if you elect to wait out and enroll in a new Position, you may not enroll anyone who was in your prior Position’s Marketing Organization, regardless of their applicable wait-out period, except as approved in writing by Isagenix. You may not encourage anyone who is already enrolled in Isagenix, whether as a Customer or Associate, to cancel his or her Position or move to another Marketing Organization, even if you tell him or her to do so in accordance with this policy, and even if you had previously enrolled that person. Isagenix generally will investigate patterns of reenrollments and reenrollment requests suggestive of violations of this policy. Isagenix may, at its sole discretion, refuse any reenrollment request for any reason, even if the applicant has complied with the specified waiting periods and taken all other steps necessary for reenrollment.

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

### **3.6 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 Policies, the Compensation Plan, Guidance Documents, or the Terms and Conditions of the IAAA. Additionally, the rights pertaining to a single Position cannot be divided so as to provide some rights in the Position to one individual and other rights to another; and any Resolution that purports to so divide or separate the Position will cause the Position to automatically terminate as of the date of any such Resolution.

### **3.7 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 all current and future terms and conditions set forth in the IAAA, the Policies, Guidance Documents, and Compensation Plan. If the successor is already a Member who holds a Position, Isagenix generally will allow the successor to hold both the successor’s original Position and the inherited Position for up to nine months, provided that the successor has appropriately requested to sell or otherwise transfer one of the Positions and such sale or transfer has taken place prior to the expiration of the nine month period. Isagenix may impose additional restrictions and requirements, including maintenance of certain Paid-As Ranks, at its discretion.

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

**Note:** The requirement to sell or otherwise transfer one of the Positions after nine months does not apply if the successor is the spouse of the deceased Associate. If the Position is to be inherited by more than one successor, the successors should form a single-purpose business entity or a trust to hold the transferred Position and must follow all Isagenix instructions concerning its relationship with Isagenix, including designating one person as the contact person and person responsible for the Position. This policy may not be used to circumvent Section 2.3.

## SECTION 4. ISAGENIX PRODUCTS

### **4.1 Purchasing Isagenix Products.**

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

### **4.2 No Inventory Loading.**

The Isagenix Compensation Plan is based on sales of Isagenix products to End Consumers. Isagenix recognizes that Associates may wish to purchase product in reasonable amounts that will be consumed by the Associate (or/and the Associate's Immediate Household) or promptly sold to End Consumers. Customers may purchase products only for the Customer's personal use or the personal use of their Immediate Household, and not for resale. Isagenix prohibits any scheme to purchase products or to enroll new Customers or Associates, either directly or through others, for the primary purpose of qualifying any Position for any commission, bonus, Rank advancement, special promotion, contest, or other incentive. Associates may not inventory load nor encourage other Associates to purchase unreasonable quantities of product.

### **4.3 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.

### **4.4 Autoship Program.**

As a convenience, Members may enroll in our optional Autoship program, depending on market availability, so that Members can automatically receive Isagenix products on a recurring schedule approximately every 30 days without the need for physically placing an order. Please refer to the Customer Membership Account Application and Agreement for additional details. Associates are not required to participate in the Autoship program in order to join, fully participate in, or earn bonuses or commissions under the Compensation Plan or any other Isagenix business promotion.

### **4.5 Resale of Products.**

You must be an Associate to purchase Isagenix products for resale. However, no Associate (or Customer) may sell, offer, or otherwise provide Isagenix products to third parties for the purpose of resale through the Internet or other electronic commerce channels. Nor may any Associate sell or offer to a third party any quantity of Isagenix products greater than that generally purchased by an individual for personal use or for the use of the person's Immediate Household without prior express written consent of Isagenix Field Relations Board. Associates may not (directly or indirectly through any intermediary or instrumentality) offer, display or sell, or facilitate the offering, displaying or selling of Isagenix's products on a retail basis in any manner (including online auctions websites, such as eBay or Amazon, e-commerce websites, retail websites, social media sites or apps, infomercials, and television), except as follows: **(1)** through an Isagenix-provided Associate website; **(2)** in service-related and by-appointment businesses, where the primary source of income is from such services and not from product sales (for example, in salons, spas, offices, health clubs, and weight loss clinics); and **(3)** through any special program initiated and expressly approved by Isagenix. When marketing Isagenix products, you may use only Isagenix-produced or Isagenix-approved literature, banners, and signs. Isagenix also strictly prohibits the sale of Isagenix products in any jurisdiction where sales are not permitted or where Isagenix is not officially open for business. These obligations and prohibitions continue even after any termination or cancellation of your relationship with Isagenix.

If you sell any Isagenix products through auction sales, on online auction sites, or through any other unauthorized website or channel, in addition to any other remedies hereunder or available by law, you agree to pay Isagenix five hundred dollars (\$500.00 USD) for each unit of Isagenix product in each instance of a prohibited, unauthorized and/or noncompliant sale. You acknowledge and agree that a breach of such obligations will cause irreparable harm and damage to Isagenix and expressly waive any defense to Isagenix's claim to such liquidated damages on the basis that



actual damages are unascertainable or that such liquidated damages do not represent a reasonable determination of damages or penalties.

If you know, or reasonably should have known, that products were sold to a third party for the purposes of resale through unauthorized channels, in addition to any other remedies hereunder or available by law, you agree to pay Isagenix five hundred dollars (\$500.00 USD) for each unit of Isagenix product in each instance of a prohibited, unauthorized and/or noncompliant sale. You acknowledge and agree that a breach of such obligations will cause irreparable harm and damage to Isagenix and expressly waive any defense to Isagenix's claim to such liquidated damages on the basis that actual damages are unascertainable or that such liquidated damages do not represent a reasonable determination of damages or penalties.

#### **4.6 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 be charged on this cost. As an independent contractor, you are 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.

You agree to indemnify Isagenix and hold Isagenix harmless for any liability that it may incur as a result of your failure to properly declare whether certain product sales are for personal or retail use, or any failure on your part to properly declare or pay applicable taxes.

#### **4.7 Product Satisfaction Guarantee.**

Isagenix offers a limited 30-day product satisfaction guarantee as set forth in the Isagenix Return and Refund Policy. Please note that when you, as an Independent Associate, sell, deliver or transfer products in person, you are responsible for your customer's satisfaction. If these personal customers are dissatisfied with a product, they must go through you for a replacement product or refund. Once you make the product exchange or refund in accordance with policy, you may obtain a replacement product from Isagenix for the returned product. Terms and conditions apply. Please refer to the Isagenix Return and Refund Policy (which may be found at [www.isaaccess.ca/isagenix-30-day-money-back-refund-policy](http://www.isaaccess.ca/isagenix-30-day-money-back-refund-policy)), 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.

Independent Associates will comply with applicable consumer protection laws and regulations including any consumer rights to receive specific notices and any rights to return any Isagenix product under applicable provincial consumer protection legislation. When making a sale to a consumer, Associates must provide him/her with an official Isagenix retail receipt at or prior to the time of the initial sale and every sale thereafter. Associates will need to customize the template with his/her personal information. These sales receipts set forth **(i)** the consumer protection rights afforded by applicable provincial and territorial law for direct sales, including the right to cancel (without any reason) the sale contract up to 10 days after the consumer receives a copy of the contract, and **(ii)** Isagenix's 30-day return policy. Associates must duplicate the form and provide one to the consumer and retain a copy for their records. There are two sets of receipts: one for Quebec, and another for the remaining twelve provinces and territories. Independent Associates should maintain copies of all such sales receipts for a period of six (6) years and furnish them to Isagenix upon request.



When product is returned to Isagenix, commissions and bonuses paid to Associates from the sale of that product will be charged back and deducted from future payments to those Associates who originally received the commissions and bonuses.

#### **4.8 Buy-Back (repurchase) Policy.**

To protect Associates who have terminated (voluntarily or involuntarily) their Associate Account and who have accumulated more Isagenix products than they can sell or use within a reasonable time, Isagenix will buy back (at 90% of the Associate's original purchase price, less commissions and bonuses already paid to the Associate in connection with the sale of the returned product) currently marketable inventory purchased by that Associate within the 12 months prior to the date of termination or cancellation, subject to the terms and conditions of the Buy-Back Policy.

In instances other than termination, Independent Associates may return inventory which they have purchased at any time from Isagenix within the previous 30 day period (without triggering automatic termination of the Associate position). The products must be in current reusable and resalable condition and will be repurchased at 90% of the Associate's original purchase price, less commissions and bonuses already paid to the Associate in connection with the sale of the returned product. Isagenix may terminate your relationship with Isagenix if you return all products on hand, or your product return constitutes, in Isagenix's discretion, an abuse of this buy-back policy (e.g., you return products with excessive frequency, or your intention was to return the products after qualifying for a bonus or other benefit).

Additional limitations and conditions apply. Please refer to the Isagenix Buy Back Policy for additional details. You must contact us by email at [Returns@IsagenixCorp.com](mailto>Returns@IsagenixCorp.com) or call the Customer Care Department at (877) 877-8111 for more information. When product is returned to Isagenix, commissions and bonuses paid to Associates from the sale of that product will be charged back and deducted from future payments to those Associates who originally received the commissions and bonuses. Isagenix will conform to the most current buy-back policy and requirements of each jurisdiction.

## 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 that have not been officially opened by Isagenix. You also may not sell or promote Isagenix products or literature designed for one jurisdiction, country, or territory in a different jurisdiction, country, or territory. Any violation of this provision could seriously 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 termination of your Position, as deemed appropriate by Isagenix at its sole discretion.

### **5.2 Confidential Information.**

To assist you in building an Isagenix business, and in reliance on your agreement to the terms of this Section, Isagenix may supply you with, or grant you access to, certain reports and other confidential and/or proprietary information that belongs to Isagenix. For the purposes hereof, the term "Confidential Information" means all Isagenix information that is intended by Isagenix to be kept confidential. This includes, but is not limited to (a) access codes, sales, marketing plans and strategies, products, purchases, pricing, relationships with vendors and suppliers, (b) the identities of, contact information and sales statistics/line of sponsorship/rank for Isagenix Associates and Customers provided to you in any document or report, (c) the identities of and contact information for Associates and Customers with whom you first became acquainted as a result of your relationship with Isagenix, whether or not they are in your Marketing Organization, and (d) manufacturing procedures, product development information and marketing plans/materials, and (e) trade secrets, and any other information which may have value by virtue of its not generally being known to the public or Isagenix's competitors.

To protect your business and the businesses of all Associates, you acknowledge and agree that the Confidential Information constitutes a trade secret of Isagenix, belongs to Isagenix and must be kept strictly confidential for as long as such information is deemed by Isagenix to be confidential. You agree that you will not, directly or indirectly through a third party, use or disclose any Confidential Information for any purpose unrelated to your Isagenix business, whether during the term of your association with Isagenix or thereafter. You acknowledge that the Confidential Information is of such character as to render it unique and that disclosure or use thereof in breach of this policy will result in irreparable damage to Isagenix and its Associates. You recognize and agree that misuse of the Confidential Information cannot be fully compensated through monetary damages. Accordingly, you acknowledge and agree that Isagenix and its Associates will be entitled to injunctive relief to prevent breach of this Section. If any action is taken to obtain injunctive relief or recover damages, the prevailing party shall be awarded its costs and expenses, including reasonable lawyer fees. You understand and agree that in addition to Isagenix, other Associates may be entitled to seek and obtain injunctive relief and other damages if you violate this provision. You understand and agree that the confidentiality obligations and related remedies will survive the termination or cancellation of your relationship with Isagenix.

### **5.3 Collection and Use of Personal Information.**

An Independent Associate shall take appropriate steps to safeguard the protection of all private information provided by any Customers, prospective Customers, prospective Independent Associate and Independent Associates. Without limiting the foregoing, all Independent Associates must comply with applicable privacy laws governing the collection, use and disclosure of personal information.

### **5.4 Non-Solicitation.**

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

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

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

### **5.5 Changing Marketing Organizations.**

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 help foster and maintain fairness and a level playing

field for all Associates, any attempt to manipulate the Compensation Plan is strictly prohibited and is grounds for immediate corrective action, up to and including monetary fines and termination of the involved Position(s). Evidence of manipulation may include, but is not limited to the following:

- Fictitious enrollments, including enrollments using false or incomplete contact information or identification, or information that cannot be verified using reasonable efforts. To obtain credit for an enrollment, the Enrolling Sponsor must ensure that his or her enrollee provides genuine and accurate information to Isagenix.
- Gratuitous enrollments, including enrollments of individuals who have little or no interest in Isagenix, other than enrolling as a favor to someone, such as a friend or family member, or in exchange for some other benefit, such as free products or some other form of compensation.
- Uninformed 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 commissions or bonus payouts or qualifying for Rank Advancements under the Compensation Plan.
- Multiple Associates or Customers using the same method of payment, the same shipping address, the same email address, the same phone number, and other activities that may indicate manipulation or attempted manipulation

The Compensation Plan is designed to offer an income opportunity and other benefits to those who, among other things, devote the requisite time and effort in pursuing this opportunity. The Policies are designed to help protect those efforts and we encourage you to report any suspected manipulative activities to the Compliance Department at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com).

## **5.6 Anti-Manipulation.**

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 help foster and maintain fairness and a level playing field for all Associates, any attempt to manipulate the Compensation Plan is strictly prohibited and is grounds for immediate corrective action, up to and including monetary fines and termination of the involved Position(s). Evidence of manipulation may include, but is not limited to the following:

- Fictitious enrollments, including enrollments using false or incomplete contact information or identification, or information that cannot be verified using reasonable efforts. To obtain credit for an enrollment, the Enrolling Sponsor must ensure that his or her enrollee provides genuine and accurate information to Isagenix.
- Gratuitous enrollments, including enrollments of individuals who have little or no interest in Isagenix, other than enrolling as a favor to someone, such as a friend or family member, or in exchange for some other benefit, such as free products or some other form of compensation.
- Uninformed 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 commissions or bonus payouts or qualifying for Rank Advancements under the Compensation Plan.
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The Compensation Plan is designed to offer an income opportunity and other benefits to those who, among other things, devote the requisite time and effort in pursuing this opportunity. The Policies are designed to help protect those efforts and we encourage you to report any suspected manipulative activities to the Compliance Department at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com).

## 5.7 Income Claims.

You understand and agree that you will not misrepresent or make false or misleading claims about the actual or potential income that may be earned under the Compensation Plan. Any representation about earnings (for example, when making a presentation to a prospective Associate) must be based on documented facts, placed in the appropriate context, and accompanied by the appropriate disclosures, including the Income Disclaimers and the most current Isagenix Annual Earnings Disclosure Statement, both of which can be obtained in your ABO (Associate Back Office) or at [Isagenixearnings.com](https://www.isagenix.com/earnings) or [Isagenixcompliance.com](https://www.isagenix.com/compliance). It is your responsibility to include all relevant information to ensure that any representation you make is truthful and not misleading. Furthermore, Independent Associates shall make clear to prospective Associates that (i) profits are not guaranteed and that the Compensation Plan is based upon sales of products, and (ii) the financial success of an Independent Associate depends entirely upon that Independent Associate's individual effort, dedication, and the training and supervision the Independent Associate provides to his or her Marketing Organization.

## 5.8 Product and Weight Loss Claims.

When describing Isagenix products and personal experiences with Isagenix, including the use of testimonials (by you or other Members), you understand and agree that you will only describe Isagenix products and product experiences in a manner that is consistent with the product and weight loss claims contained in official Isagenix marketing materials or as otherwise approved in advance in writing by Isagenix. When making any product claim or weight loss claim, you agree to accompany the claim with any appropriate disclaimers, copies of which can be obtained in your ABO or at [Isagenixcompliance.com](https://www.isagenix.com/compliance). It is your responsibility to disclose all relevant information to ensure that any representation you make is truthful and not misleading. You understand and agree that you will not 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 and approved for the country in which the claims are presented. Not only would such representation be in violation Isagenix policy, it would also be in breach of applicable laws.

## 5.9 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.

## 5.10 Non-Solicitation of Isagenix Employees.

To protect against conflicts of interest, to help ensure a level playing field for all Associates, and to protect the Company's investment in developing highly skilled and marketable employees to support all Associates, Isagenix employees are prohibited from becoming Isagenix Associates and from working for Isagenix Associates in any capacity to assist with Isagenix related activities, while employed by Isagenix and for a period of one-year following termination of their employment with Isagenix, unless they receive prior written consent from Isagenix. Accordingly, as part of this Non-Solicitation Provision, you agree that you will not solicit or encourage, directly or indirectly, any Isagenix employee to leave his or her employment with Isagenix and you agree not to solicit, enroll, hire or otherwise work with any Isagenix employee during the term of his or her employment with Isagenix and for one year thereafter, without the prior written consent of Isagenix.

## SECTION 6. TRADEMARKS, ADVERTISING AND INTERNET USAGE

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

Isagenix trademarks include the name Isagenix and all variations thereof, as well as the names of all Isagenix products and services and other marks as typically indicated by the use of the "TM" or "®" symbols. Isagenix trademarks also may include various word combinations relating to Isagenix using the prefix "ISA" or the suffix "GENIX". All Isagenix marketing

and sales materials, including audios, videos, websites, posts, print and digital presentations, handouts or books, or other tangible and intangible works of authorship are the copyrighted work of Isagenix.

An Associate may use Isagenix'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, non-transferable and revocable license to use such trademarks and copyrighted works solely in connection with the Isagenix business. You agree to immediately transfer to Isagenix, upon Isagenix's request, any Internet domain name or other registration or application containing an Isagenix trademark, including any word combinations using the prefix "ISA" or the suffix "GENIX". This provision shall survive the termination of your relationship with Isagenix.

## **6.2 Advertising.**

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

## **6.3 Internet Usage and Social Media.**

You may use the Internet, including social media, to promote Isagenix products and your business, provided you do so in a responsible manner. Isagenix provides useful tools and training materials to help you understand how to use the Internet to promote Isagenix in an effective and socially acceptable manner. You understand and agree that you will abide by all Policies and Guidance Documents relating to Internet usage, as may be amended by Isagenix from time to time, and you will not make any inaccurate, exaggerated or misleading statements about Isagenix or its products or income opportunity in any media, including through the use of videos, pictures, or other means. Please refer to the Supplement to the Policies and Procedures on Internet Advertising and Social Media, found on [IsagenixCompliance.com](https://www.isagenix.com/IsagenixCompliance.com) for further guidance.

## **6.4 Email, SMS and Facsimile Usage.**

All advertisements sent via e-mail, SMS, or facsimile to promote Isagenix products and your business must (i) receive approval from Isagenix as outlined in Section 6.2 and (ii) strictly comply with applicable laws and regulations including, without limitation, Canada's Anti-Spam Legislation. The Independent Associate is under obligation to research and comply with all laws concerning unsolicited commercial electronic messages.

Before sending a message, the Independent Associate must have express consent from the recipient, implied consent, or the email must be subject to a legislative exception, as applicable. Any email sent by an Associate that promotes Isagenix, the Isagenix opportunity or Isagenix products and services must comply with the following:

- i.** There must be a functioning return email address to the sender.
- ii.** There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- iii.** The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- iv.** The use of deceptive subject lines and/or false header information is prohibited.

v. All opt-out requests, whether received by email or regular mail, must be honored. If an Independent Associate receives an opt-out request from a recipient of an email, the Independent Associate must forward the opt-out request to Isagenix.

vi. The email must include the mailing address of the sender, along with one of: (i) a telephone number with access to an agent or voice messaging system; (ii) an email address; or (iii) a web address.

**The unsubscribe function must:**

- be able to be “readily performed”;
- be free to the consumer;
- use the same electronic means by which the message was sent (unless not practicable);
- specify an email address or a link to a web page to which the unsubscribe request may be sent that is valid for a minimum of 60 days after the message has been sent; and
- take effect within 10 days of the unsubscribe request being sent.

**6.5 Unsolicited Spam.**

Subject to Section 6.6 below (telemarketing techniques), Independent Associates may not use or transmit unsolicited faxes, mass email distribution, unsolicited email, bulk text messages, unsolicited social media or “spamming” of any sort, nor use an automatic telephone dialing system relative to the operation of their Independent Associate business. Unsolicited broadcast distribution by any media that may be defined as “bulk mail” or “SPAM” is strictly prohibited.

The term “automatic telephone dialing system” means equipment, which has the capacity to:

- i. Store or produce telephone numbers to be called, using a random or sequential number generator; and
- ii. To dial such numbers.

The terms “unsolicited faxes” and “unsolicited email” mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting Isagenix, its products, its Compensation Plan or any other aspect of Isagenix which is transmitted to any person, except that these terms do not include a fax or email:

- i. To any person with that person’s prior express invitation or permission; or
- ii. To any person with whom the Independent Associate has an established business or personal relationship. The term “established business or personal relationship” means a prior or existing relationship formed by a voluntary two-way communication between an Independent Associate and a person, on the basis of:
  - a. An inquiry, application, purchase or transaction by the person regarding products offered by such Independent Associate; or
  - b. A personal or familial relationship, which relationship has not been previously terminated by either party

**6.6 Telemarketing Techniques.**

Independent Associates must comply with applicable laws governing their telemarketing activities. Although Isagenix does not consider Independent Associates to be “telemarketers” in the traditional sense of the word, applicable government regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on a “do not call” registry or list could cause you to violate applicable law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. Therefore, Independent Associates must not engage in telemarketing relative to the operation of their business, except in accordance with the rules in the attached Addendum A.

**6.7 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 (such as a Value Pak,

sample pak or other product pak) and sell such products individually. Isagenix products may only be sold in their original containers and packaging. Relabeling or repackaging violates your agreements with Isagenix and could violate laws that generally require persons, including Associates, to implement and adhere to specified quality controls and procedures relating to the repackaging or 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 damage. 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.

To protect the integrity of the Isagenix culture and to help maintain a level playing field for all Associates, the Compliance Department helps educate Associates about the Policies and actively monitors Associates' business building activities. If an Associate violates these Policies, including the Isagenix Code of Ethics, the IAAA, any Guidance Documents, or other agreements with Isagenix, or engages in any unethical, illegal, fraudulent, or deceptive conduct, or any other violation of any laws, statutes, or ordinances, we may, at our sole discretion, take one or more of the following actions:

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

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

### 7.2 Field Relations Board.

The Field Relations Board reviews disputes, decisions, and disciplinary actions relating to Associates and their Isagenix businesses. Review requests must be timely 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. AMENDMENTS

Upon proper notification, Isagenix may, at its sole discretion, amend the IAAA Terms and Conditions, the Policies, the Compensation Plan, the Guidance Documents, and any other materials pertaining to your Isagenix business, including any other agreements entered into between you and Isagenix. You understand and agree that you will be bound by the most current versions of the IAAA Terms and Conditions, the Policies, the Compensation Plan, and the Guidance Documents, including any updates or revisions since the date of your enrollment, upon any of the following occurrences: **(a)** completing the enrollment process to become an Associate or Customer; **(b)** renewing of your annual Membership; **(c)** each time you personally enroll a new Associate or Customer; and **(d)** each time you accept commissions or other payments under the Compensation Plan.



You will be bound by any amendments upon notification of the amendments through any Isagenix official channels of communication effective thirty (30) days after the posting of such notice (except where a longer notice period is required by law or a shorter notice is allowed by law, in which case such notice period applies). Those channels of communication include, but are not limited to, posting of information to the Isagenix website or Associate Back Office (“ABO”), e-mail to your IsaMail account or email address on file, announcements in any official Isagenix newsletter or other publication, or mailed to you at the address on file.

## SECTION 9. GENERAL PROVISIONS

### **9.1 Scope, Applicability and Interpretation.**

These Policies govern the relationship between Isagenix Canada ULC and/or any of its affiliates (“Isagenix”) with any Associate or entity that holds an Isagenix Position. These Policies are incorporated by reference into, and form part of, the IAAA. You understand and agree that Isagenix’s interpretations of the Policies are final and binding. Whenever used in the Associate Contract, including the Policies, the term “including” means “including without limitation”, unless expressly stated otherwise.

### **9.2 Compensation Plan and Guidance Documents Incorporated By Reference.**

The Compensation Plan and Guidance Documents, as may be amended from time to time, are incorporated by reference into these Policies and you agree to be bound by the Compensation Plan and the Guidance Documents, as the same may be amended by Isagenix from time to time.

### **9.3 Consent to Use of Personal Information.**

In addition to the terms and conditions of the IAAA, you are subject to the terms of the Isagenix Privacy Policy, which is incorporated as part of these Policies.

### **9.4 Reporting and Resolving Errors.**

If you have any questions or believe there has been an error regarding commissions, bonuses, reports, orders or charges, you must notify Isagenix in writing within 30 days of the date of the purported error in question. Isagenix will not be responsible for errors, omissions or problems not so reported.

### **9.5 Waiver.**

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

### **9.6 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, lawyer fees, court or arbitration costs, or lost business Isagenix Indemnitees incur, arising from any of your actions or inactions that violate your Associate Contract, including without limitation, the IAAA Terms and Conditions, these Policies, the Compensation Plan and the Guidance Documents, each as may be amended.

You understand and agree that you are responsible for any verbal or written representations you make regarding Isagenix’s products and business opportunity, including the Compensation Plan, and you agree you will not make any unauthorized or unlawful representations, express or implied, verbal or nonverbal. You agree to indemnify and hold harmless Isagenix

Indemnitees against and from any and all liability including judgments, civil penalties, refunds, lawyer fees, court or arbitration costs or lost business we incur as a result of any unauthorized or unlawful representations that you make.

### **9.7 Exclusion of Damages.**

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

### **9.8 Severability and Judicial Modification.**

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

### **9.9 Survival of Terms.**

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

### **9.10 Arbitration and Governing Law.**

ANY CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THESE POLICIES AND PROCEDURES, THE COMPENSATION PLAN, OR THE GUIDANCE DOCUMENTS, OR THE BREACH THEREOF, SHALL BE SETTLED BY CONFIDENTIAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF YOU FILE A CLAIM OR COUNTERCLAIM AGAINST ISAGENIX OR ITS OWNERS, DIRECTORS, OFFICERS OR EMPLOYEES, YOU MAY ONLY DO SO ON AN INDIVIDUAL BASIS AND NOT WITH ANY OTHER INDIVIDUAL OR AS PART OF A CLASS ACTION. YOU WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO ANY COURT. All arbitration proceedings shall be held in Maricopa County, State of Arizona, unless the laws of the jurisdiction where you reside expressly require the application of its laws, in which case the arbitration shall be held in the capital of that jurisdiction. At least one arbitrator shall be an attorney at law experienced in business law transactions and network marketing. Neither the parties nor the arbitrator(s) may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses, including legal and filing fees; provided, however, that the arbitrator will have discretion to award legal fees and other costs to the prevailing party. The decision of the arbitrator shall be final and binding on the parties. This agreement to arbitrate shall survive any termination or expiration of your relationship with Isagenix.

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

In addition, nothing in the arbitration provision shall prevent Isagenix from filing a lawsuit to identify unknown persons, including, but not limited to, unidentified Customers or Associates, who may be selling Isagenix products on the Internet, cybersquatting, registering or attempting to register, or using Isagenix trademarks or confusingly similar domain names, or producing, modifying or repackaging Isagenix merchandise without authorization. Once a person is determined to be a Customer or Associate, Isagenix may take further action against such persons. The filing of a lawsuit and taking any action in that lawsuit to identify unknown persons shall not be a waiver of any right or obligation set forth in the arbitration provision.

In the event that a dispute or claim arising out of, or relating to this Agreement, is not subject to arbitration as set forth above, the laws of the state of Arizona shall govern, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of Arizona. In the event of a dispute for jurisdictional purposes, persons residing in Louisiana shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law. If the laws of your place of residence impose any requirement that is different from or in addition to those set forth in these Policies, then these Policies shall be deemed amended in conformance with those laws as to that jurisdiction only.

## SECTION 10. GLOSSARY

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

**Associate** – an independent contractor who has met and continues to meet the eligibility requirements set forth in the Associate Contract. Associates may purchase and resell Isagenix products, subject to applicable laws, policies and agreements, and are generally eligible to earn compensation under the Compensation Plan.

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

**Associate Contract** – the contract between Isagenix and each Associate which includes the Isagenix Independent Associate Application and Agreement, the Isagenix Policies and Procedures, the Isagenix Compensation Plan, the Guidance Documents, and the Business Entity Form (if applicable), all in their current form or as amended by Isagenix from time to time in its sole discretion. These documents, including items incorporated by reference in such documents, may be collectively referred to as and comprise the “Agreement.”

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

**Associate Support System** – the online support system available to each Isagenix Associate at enrollment. It includes an Isagenix Associate Website where an Associate’s Retail Direct Customers may purchase Isagenix products at the retail price and where an Associate may enroll new Customers and Associates. It also includes access to the Associate Back Office and training materials.

**Autoship** – an optional program of convenience permitting preselected, pre-authorized orders to be automatically shipped on a selected date each month. The Autoship program provides additional savings and convenience to Members who elect to participate. Associates are not required to participate in the Autoship program in order to join, fully participate in, or earn bonuses or commissions under the Compensation Plan or any other Isagenix business promotion.

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

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

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

**Compensation Plan** – the Isagenix Team Compensation Plan, as may be amended from time to time.

**Customer Membership Account** – the account established by Customers upon agreeing to the terms and conditions of the Customer Membership Account Application and Agreement and supplying the requisite information. The Customer Membership Account may also be referred to as “Customer Account.”

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

**Customers** – End Consumers who have created a Membership Account to purchase Isagenix products at discount prices for their own personal use or the personal use of their Immediate Household only. In addition to “Customers” who have created a Customer Membership Account, other persons may purchase Isagenix products as “Retail Customers,” “Retail Direct Customers,” or other type of customers as may be designated from time to time by Isagenix all of whom may also be considered End Consumers. Customers, Retail Customers and Retail Direct Customers may not participate in the Compensation Plan, sponsor others into the Isagenix Compensation Plan or resell products. The term “Customer” by itself refers only to persons who have created a Customer Membership Account, including Preferred Customers, and does not refer to Retail Customers or Retail Direct 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 an Associate or Customer.

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

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

**Home Region** – means Canada. An Associate may benefit from the sales activity of new Members in the Associate’s Home Region without applying for and receiving approval as an International Sponsor.

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

**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 and Customers in Regions other than the enrolling Associate’s Home Region and may qualify to earn Compensation for product sales in such other Region(s).

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

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

**Marketing Organization** – all Customers and Associates who are situated below a given Associate in the Associate’s Team Placement Tree. Sales volume generated by the Marketing Organization determines the Associate’s Compensation.

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

**Membership Fee** – refers to the fee that a Member may elect to pay in order to receive product pricing discounts that are not available to non-Members.

**Non-Solicitation Period** – the period during which Associates agree not to solicit other Isagenix Associates or Customers to join another business venture. The Non-Solicitation Period begins upon enrollment as an Associate and does not end until one year after the relationship with Isagenix ends, unless otherwise extended pursuant to Section 5.4.

**Official Isagenix Marketing Material** – literature, audio recordings, video recordings, and other materials developed, published, printed or distributed by Isagenix or its approved third party suppliers. Materials and recordings developed, published, printed or recorded by Associates or any other person or entity is not “Official Isagenix Marketing Material.”  
**Placement Sponsor** – the Associate under whom an enrolling Associate or Customer is placed in the Compensation Plan. The Placement Sponsor and the Enrolling Sponsor may be the same person.

**Policies and Procedures** – rules and regulations governing the conduct of Associates with respect to their independent Isagenix businesses, including this document and the Guidance Documents, 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 Member in the Enrolling Sponsor's Team Placement Tree for purposes of measuring and tracking product sales and allocating commission payments to Associates based on product sales.

**Preferred Customer** – a Customer who has established a Customer Membership Account, elected to pay the applicable Membership Fee, and has agreed to certain terms and conditions. A Preferred Customer may elect to participate in the Isagenix Autoship program.

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

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

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

**Retail Direct Customer** – a person who purchases Isagenix products from Isagenix at the suggested retail price by going through an individual Associate's Website.

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

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

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

## ADDENDUM A

### TELEMARKETING RULES

#### A. RULES APPLICABLE TO TELEPHONE AND FAX

The Canadian federal government operates a national Do-Not-Call registry that requires businesses to refrain from calling Customers who register on the national "Do-Not-call" list (DNCL). You are prohibited from placing unsolicited telemarketing calls to Customers that make a do-not-call request in one of two ways:

1. the Customer can register his or her telephone number on the national DNCL
2. the Customer can ask the caller directly not to be called again

There are significant penalties associated with calling a Customer after a do-not-call request has been made. Accordingly, when calling Customers to offer to sell Isagenix products, these procedures should be followed.

#### **Exceptions to the National Do-Not-Call List**

Subject to the 'Important Note' below, you are permitted to call Customers that have registered their telephone numbers on the national DNCL, provided:

- a. You have an “existing business relationship” with such person, meaning Customers who:
  - i. have purchased something from you within the last 18 months, or
  - ii. have made an inquiry about Isagenix products or the Isagenix opportunity within the last 6 months, or
  - iii. have a written contract with Isagenix currently in existence or that expired within the last 18 months, or
  - iv. You have obtained express written permission from the Customer to make such calls.

**Important Note:** If Customers in any of these categories above request that they not be called, YOU MUST COMPLY WITH SUCH REQUEST.

### **Cold Calls to Customers Not Within an Exception Category**

If you call a person who has registered their telephone number on the DNCL, you have violated Canadian federal law. Customers who have registered on the DNCL who still receive telemarketing calls will be able to file a complaint against you with the Canadian Radio-television Telecommunications Commission (CRTC). Violators of the DNCL registry rules will be subject to a fine of up to \$15,000 CDN per violation.

It is your responsibility to ensure you do not call Customers who have been registered on the DNCL for more than 31 days. The 31 days will provide a grace period to allow you time to update your telemarketing lists.

In addition to subscribing to the national DNCL, you are still required to maintain your own do-not-call list and to honour a Customer’s request not to be called.

You must not sell, rent, lease or publish the list or disclose any portion of the list to an individual outside your organization, including affiliates.

You will be required to pay a fee to subscribe to the DNCL.

### **Recommendations:**

Limit business-generating telephone calls to former Customers and prospective recruits who fall within the “exception” categories identified above.

Maintain a database for any Customer or prospective recruit that has requested that you not call them again. Once a name and telephone number is entered into this database, it must be maintained for a period of at least 3 years.

## **B. OTHER CRTC TELEMARKEETING RULES YOU NEED TO COMPLY WITH**

In addition to the new DNCL rules, you must also abide by the following CRTC rules.

### **CONTACTING CUSTOMERS**

#### **1. Telephone Calls:**

a. Calling hours are restricted to weekdays (Monday to Friday) between 9:00 AM and 9:30 PM and weekends (Saturday and Sunday) between 10:00 AM and 6:00 PM. Restrictions hours refer to the time zone of the Customer receiving the telephone calls.

b. At the beginning of a call you:

- i. must identify your name, corporate name and/or trade name
- ii. must provide the purpose of the call
- iii. upon request you must provide a local or toll-free number allowing the Customer access to speak to an employee or other representative of yours;
- iv. must provide the name and address of an employee or other representative of yours, to whom the Customer can write.

- c. The telephone call shall be answered either by a live operator or a voicemail system to take messages for the Customer. The voicemail must inform Customers that their call will be returned within three (3) business days.
- d. You must return Customer's call within three (3) business days.
- e. You must display the originating calling number or an alternate number where the call originator can be reached (except where the number display is unavailable for technical reasons).
- f. Sequential dialing is prohibited.
- g. Random dialing and calls to non-published numbers are permitted, except to numbers that are registered on the national DNCL; are emergency lines; and are associated with healthcare facilities.
- h. Your own do not call list must be maintained and remain active for three (3) years effective within thirty-one (31) days from the date of the Customer's do not call request.
- i. A Customer's request not to be called that is made during the telemarketing call shall be processed at that time. The Customer shall not be asked to call elsewhere to make their request.

If you use a predictive dialing device to initiate a call, you shall not exceed, in any calendar month, a five (5) percent abandonment rate. You shall maintain records of actual abandonment rates for a period of three (3) years from the date each monthly record is created.

**2. Automatic Dialing and Announcing Devices (ADADs) Prohibited:**

ADADs are equipment that store and dial telephone numbers automatically. They are typically used alone or with other devices to deliver a pre-recorded or synthesized voice message to the telephone number called. Use of ADADs in connection with your business is strictly prohibited.

**C. APPLICABLE PROVISIONS OF THE CANADIAN COMPETITION ACT**

You must also comply with the following provisions contained in this Canadian legislation:

No person shall engage in "telemarketing" (which term includes promoting the supply of use of -products or promoting any business interest) unless:

- a. disclosure is made, in a fair and reasonable manner at the beginning of each telephone communication, of the identity of the person on behalf of whom the communication is made, the nature of the Product or business interest being promoted and the purposes of the communication.
- b. disclosure is made, in a fair, reasonable and timely manner, of the price of any Product whose supply or use is being promoted and any material restrictions, terms or conditions applicable to its delivery

No person who engages in telemarketing shall make a representation that is false or misleading.

**D. FAX RULES (INCORPORATING ADDITIONAL CRTC REQUIREMENTS)**

Independent Associates may not use a "blast fax" or similar program or service to send messages by fax. Independent Associates may only send fax messages to individuals with whom the Independent Associate has an existing business relationship ("EBR") and to any individuals that have provided their prior express written permission to receive fax messages from the Independent Associate.



All faxes sent to those with whom the Independent Associate has an EBR are subject to the following rules:

- The Independent Associate must obtain the recipient's fax number either through the recipient's voluntary communication of such number, within the context of the EBR, or from a directory, advertisement or site on the Internet to which the recipient voluntarily agreed to make available his or her fax number for public distribution.
- Faxes must include a clear and conspicuous notice on the first page that the recipient may opt-out of receiving any further fax advertisements from the Independent Associate ("Do-Not-Fax request").
- Faxes must include a domestic contact telephone number where the sender can be reached as well as a fax machine number for the recipient to transmit a Do-Not-Fax request.
- Faxes must include at least one cost-free mechanism that the recipient can use to transmit a Do-Not-Fax request to the Independent Associate, such as a Web site address, email address, or toll-free number.
- Independent Associates must accept and process Do-Not-Fax requests 24 hours a day, 7 days a week, and all requests must be honored fully within 30 days.

All faxes must include, at the top of the first page of the fax in font size 12 or larger:

- the date and time the fax is sent;
- the identity of the sender (which must be the Independent Associate's personal or business name); and
- the telephone number of the sending fax machine and of the Independent Associate

Calling hours are restricted to weekdays between 9:00AM and 9:30PM and weekends between 10:00AM and 6:00PM. Restrictions refer to the time zone of the called party.

DO NOT FAX lists are to be maintained by the calling party and remain active for three years.

The sender must give a unique registration number to all persons who request to be added to the do not FAX list. Names and numbers must be added within 7 days of the called party's request.

Sequential dialing is not permitted and fax calls are not permitted to emergency lines or healthcare facilities.