



## TERMS AND CONDITIONS

# OF THE ISAGENIX INDEPENDENT ASSOCIATE APPLICATION AND AGREEMENT FOR AUSTRALIA AND NEW ZEALAND RESIDENTS

### Effective 27 March 2017

The purpose of this document is to set forth the terms and conditions (“Terms and Conditions”) that apply to your Independent Associate relationship with Isagenix (Asia Pacific) Australia Pty. Ltd. (ACN 122 975 357) (“Isagenix” or “Company”). Once your application is submitted to and accepted by Isagenix, an agreement is created between you and Isagenix. Accordingly, you understand and agree as follows:

#### 1. Eligibility

To be eligible to become an Isagenix Independent Associate, you must: (a) be legally competent and of legal age (at least 18 years old or age of majority) to enter into a binding contract in the jurisdiction in which you reside; (b) be a citizen or taxpaying resident of a country in which Isagenix is officially open for business; (c) submit a complete, legible, unaltered, and valid Isagenix Independent Associate Application and Agreement (“IAAA”), that includes valid and accurate contact information; (d) review 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 complete all training materials and/or programs as may be required by Isagenix; (e) pay a membership fee or purchase an Associate Support System, as applicable; (f) provide a valid tax identification number to Isagenix, as applicable; 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 that an existing Customer may convert to Associate in the Customer’s same Position without waiting. (See Policy 3.5 (Reenrolling After Cancellation; Eligibility) for additional information.)

By submitting an IAAA, you are applying for legal authorisation to become an Isagenix Independent Associate and are entering into a contract with Isagenix. Your contract with Isagenix includes the IAAA and all of its Terms and Conditions, any Entity Agreement for Independent Associates, any renewal form(s), the Isagenix Team Compensation Plan, the Isagenix Privacy Policy, and the Isagenix Policies and Procedures and applicable Guidance Documents as may be in effect at the time you submit this IAAA, and any modifications to such documents that become effective during the term of your IAAA (all of which are collectively referred to as, the “Associate Contract”). You are not required to be a customer or make any purchases or maintain an inventory in order to be an Independent Associate. An annual renewal fee applies.

You acknowledge that you have received, read, and understand the Isagenix (a) Earnings Disclosure Statement that contains the average Independent Associate earnings, and other sales figures and percentages as published by Isagenix, (b) Compensation Plan, and (c) Policies, which are incorporated into and made a part of this IAAA; and that you have read and agree to all Terms and Conditions set forth in this IAAA. You understand and agree that if you have altered these Terms and Conditions in any way, your IAAA will not be deemed accepted by Isagenix, regardless of passage of time or payment of commissions or bonuses. Isagenix may, at its discretion, deem this IAAA to be void ab initio and require that you repay all commissions, bonuses and other compensation Isagenix has paid to you. You further understand you may terminate your Associate Contract at any time for any reason. To terminate your Associate Contract, you must give written notice to Isagenix in accordance with Section 11 below.

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

Terms used but not defined herein, will have the meanings set forth in the definitions or glossaries of relevant Isagenix documents, such as the Policies or the Compensation Plan.

#### 2. Independent Contractor Status

Upon Isagenix’s acceptance of this IAAA, you understand that you will become an Isagenix Independent Associate (Independent Associate or Associate) and will be eligible to participate in the selling and distribution of Isagenix goods

and services and receive commissions and bonuses in connection with such sales in accordance with the Associate Contract. As an Independent Associate you are an independent contractor. 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. You further understand and agree that you will not be treated as an employee for federal or state tax purposes, and will not be treated as an employee for purposes of any federal or state unemployment laws, employment security laws, workers compensation laws, or other employment benefits (such as annual leave, personal/carer's leave, long service leave and superannuation). You understand and agree that you are responsible for and will pay all federal and state taxes, including income taxes, self-employment taxes, sales taxes, local taxes, and/or local license fees that apply to your activities and compensation received under the Associate Contract. 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. As you are operating your own business, you are responsible for identifying and procuring any necessary insurance which may apply to your business activities. 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. As a self-employed independent contractor, you are also responsible for complying with any applicable federal, state, provincial, or local business licensing requirements.

### **3. Payment and Remuneration**

You understand and agree that substantially all of your remuneration for the services you perform will consist of (a) retail profits from completed in-person sales of Isagenix products to End Consumers, and/or (b) commissions or bonuses paid by the Company based on orders from End Consumers. Sales occur primarily in locations other than fixed retail locations. Remuneration is not determined by the number of hours worked.

As an Independent Associate, you are not guaranteed any income, nor are you assured of any profit or success. When discussing the Compensation Plan, you agree to emphasize that sales to End Consumers are a requirement for compensation, that no purchase of goods or services is required, that no recruitment fee can be derived from the mere act of sponsoring other Independent Associate's or customers, and that no earnings are guaranteed from participation in the Compensation Plan. You must also provide a copy of the Isagenix Earnings Disclosure Statement to all your prospective Associates. You agree that you will not make any false, unsubstantiated, or misleading representations about the actual, potential, or expected earnings from participating in the Compensation Plan. Representations concerning earnings or income also must comply with the applicable Policies and guidelines, the Compensation Plan, and the legal requirements of the jurisdiction in which you are making an earnings related representation. You certify that neither Isagenix nor your Sponsor(s) has made any claims of guaranteed earnings or misleading representations of anticipated earnings that might result from your efforts as an Independent Associate. Your success as an Independent Associate is dependent upon your own efforts and skills, as well as other factors, some of which you may not control; and you do not anticipate receiving income as a result of the efforts of any other individual or entity other than yourself (and your spouse, if you are co-owners of a Position).

### **4. Prohibition of Online Sales**

As further explained in Policy 4.5 (Resale of Products), online sales of Isagenix products is prohibited outside of your Personal Isagenix Website provided to you by Isagenix. You agree that you will not (directly or indirectly through any intermediary or instrumentality) offer, display or sell, or facilitate the offering, displaying or selling of Isagenix's products through an online forum including any e-commerce or auction websites, such as eBay or Amazon, retail websites, radio, or television. In particular, you agree that you will never offer Isagenix products for sale on eBay.com, Amazon.com, or similar websites—and that you will never help anyone else to do so. This covenant will survive the expiration or termination of the IAAA.

You hereby agree that you will not use any Internet website, other than the Personal Isagenix Website, to represent, sell, or market Isagenix products and/or business opportunity, unless you first submit the website and related information to Isagenix Compliance at ComplianceANZ@IsagenixCorp.com, and you receive written approval from Isagenix to use the website.

### **5. Marketing Materials**

You hereby agree that you will not advertise using Isagenix's name, trade names or logos in any manner, except as may be permitted under Policy 6 (Trademarks, Advertising and Internet Usage). In addition, you will not make any representations or claims about any Isagenix products, the business opportunity, including the Compensation Plan, and Isagenix programs beyond those statements shown on product labels and/or in Isagenix-authorized literature and materials. You are prohibited from producing, selling or using any written, recorded, or other materials for the purpose of advertising, promoting or describing any Isagenix products, the business opportunity, including the Compensation Plan, and programs that has not first been reviewed and approved by Isagenix in writing. All materials must either be provided

by Isagenix or first approved by Isagenix in writing prior to being used.

You understand that you may not delete, add, modify, tamper with, repackage, re-label, refill or alter the labels on any Isagenix products or alter any Isagenix literature or materials in any way. Products or samples that are packaged together by Isagenix as part of a product pack or kit may not be sold individually.

## **6. Personal Data and Privacy**

As an Independent Associate, you are subject to the terms of the Isagenix Privacy Policy (which may be found here or at [Isagenix.com](http://Isagenix.com)), which is incorporated as part of these Terms and Conditions. You acknowledge that you have read and understand the Privacy Policy, and consent to the use of any personal information you provide for the purposes set forth in the Privacy Policy and your IAAA.

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

## **7. Isagenix Communications and Consent**

By becoming an Independent Associate, you agree to receive communications from Isagenix, including e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Isagenix and its affiliated companies, may include but are not limited to: operational communications concerning your Isagenix Account or use of Isagenix services, updates concerning new and existing features, communications concerning promotions run by us or our third-party partners, and news concerning Isagenix and other business developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

If you wish to opt out of promotional emails, you can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself or by going to your Isagenix online account to manage your subscriptions and deselect the types of information you do not want to receive. You will continue to receive emails regarding business related transactions regardless of the email subscriptions that are chosen. If you wish to opt out of promotional calls or texts, you may do so. You may opt out of promotional telephone calls by requesting to be placed on our do not contact list. You may opt out of texts or calls by contacting Customer Care at 1300-651-979 (AU) or 0800 451 291 (NZ). You acknowledge that you are not required to consent to receive promotional emails, texts or calls as a condition of being an Independent Associate. However, you understand that opting out of receiving such communications may impact your use of Isagenix services and your business.

## **8. Limited Use of Information of Other Persons**

You may only obtain, record, use, hold, transfer, dispose of, and otherwise process personal information about Isagenix Customers, other Isagenix Independent Associates or any other person (however obtained) only in accordance with the IAAA, the Policies, and the Privacy Policy. Unless otherwise provided by Isagenix, you: (a) are permitted to use such personal information for your own Isagenix business only, and for no other purpose(s); (b) will comply with your obligations regarding privacy and data security as set forth in your Associate Contract, including the Policies and the Privacy Policy; and (c) will comply with privacy and data security obligations equivalent to those imposed on Isagenix under applicable law.

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

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

By entering into this IAAA, you authorise the lawful and unlimited use of your full name, likeness, image, voice, written comments, testimonials or other documentation in connection with marketing, publicising, or otherwise promoting

Isagenix products, marketing programs, opportunities, services, or promotional literature and supplies, without remuneration or other consideration being paid to you. You further consent to Isagenix's publishing in any of its material, whether electronically or in hard copy, your name, photograph, city and state of residence, the commissions, bonuses, awards, prizes, and recognition you receive, and any other information Isagenix customarily publishes about Associates, without remuneration being paid to you. Your testimonial or endorsement of Isagenix products or other personal participation is made of your own free will and you will not be paid any monetary sum for doing so. Your consent under this Section survives the termination of this agreement and your relationship with Isagenix.

## **10. Credit Card, Debit Card, ACH and Bank Draft Acceptance and Authorisation**

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

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

## **11. Term and Termination**

The term of this IAAA is one (1) year and will automatically renew on each anniversary date, unless earlier terminated by you or Isagenix. You may terminate your IAAA at any time and for any reason by providing written notice to Isagenix. Written requests for cancellation are considered effective when a valid request is received by Isagenix. Cancellation notices may be mailed to: Isagenix (Asia Pacific) Australia Pty. Ltd, Attn: Account Requests, Level 2, 85 Waterloo Road, Macquarie Park, NSW 2113 or scanned and sent via email from your email address on file with Isagenix to: AccountRequests@IsagenixCorp.com. The written notice must bear your signature (unless sent via email from your email address on file), printed name, address, and Isagenix Account or ID number. Isagenix may also terminate your IAAA or Position at any time for any reason.

You must renew your IAAA annually by paying the applicable renewal fee, plus taxes, by the anniversary date of your enrolment (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 1300-651-979 (AU) or 0800 451 291 (NZ). (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.)

The Company reserves the right to terminate the IAAA at any time for any reason upon providing thirty (30) day' written notice. If you breach any term of the IAAA, the Company may terminate the IAAA upon giving you seven (7) days' written notice. Unless the IAAA is terminated by you during the cooling-off period or terminated by the Company without cause, the annual membership fee will not be refunded to you.

If either you or Isagenix elect to not renew the IAAA, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Associate. You shall not be eligible to sell Isagenix products and services nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former Marketing Organisation. In the event of a cancellation, termination, or non-renewal, you waive all rights you have, including but not limited to property rights, to your former Marketing Organisation and to any bonuses, commissions, or other remuneration derived through the sales and other activities of your former Marketing Organisation.

## **12. Product Satisfaction Guarantee**

Isagenix provides a 30-day limited satisfaction guarantee whereby customers may request a credit or refund. 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. Please refer to the Isagenix Return and Refund Policy (which may be found here or at Isagenix.com), which is incorporated herein by reference, for details and instructions. You may contact Customer Care at 1300-651-979 (AU) or 0800 451 291 (NZ) during normal business hours with any questions.

### 13. Buy-Back (repurchase) Policy

Isagenix will buy-back (repurchase) from an Independent Associate, at his/her written request, currently marketable products (previously purchased by the Associate) in accordance with Isagenix's Buy Back Policy or as may be required by applicable law. Terms and conditions apply. Please refer to the Isagenix Return and Refund/Buy-Back Policy for additional details.

### 14. Miscellaneous

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

You acknowledge and understand that the acceptance of this IAAA does not constitute the sale of a franchise or a distributorship, that there are no exclusive territories granted to anyone, that no franchise fees have been paid or collected, and that you are not acquiring any security interest.

You may not transfer, delegate or otherwise assign the IAAA or any portion of it or any right, privilege, authority, responsibility, duty, or obligation of such, without the prior written consent of Isagenix. Any attempt to so transfer, delegate or assign without prior written consent of Isagenix will be void ab initio, will be of no effect, and will be a breach of the Associate Contract. Isagenix may transfer or assign the Associate Contract and any or all of its rights or duties under the Associate Contract at its sole discretion and without notice, consent, or acknowledgment.

Violation of any of the terms of the Associate Contract or of any law may result in forfeiture of commissions, bonuses and/or other payments from Isagenix based on all or part of your Marketing Organisation, cancellation of your IAAA, or other corrective action as deemed appropriate by Isagenix in its sole discretion, and as provided for in the Policies. Without limiting any of its rights or other remedies, if your Associate Contract is terminated or cancelled by Isagenix (or by you) at any time for any reason, you will permanently lose and forfeit all rights as an Isagenix Independent Associate, and you waive and forfeit all rights and claims to your Marketing Organisation and to all commissions, bonuses and other payments.

You agree to hold harmless, indemnify, and release Isagenix, its shareholders, officers, directors, employees and agents from and against (a) any claims or liabilities arising from or relating to the operation or promotion of your Isagenix business and Position, and (b) any claims for consequential, special, punitive, or exemplary damages against Isagenix for any reason whatsoever. In addition, you agree to waive, (a) any claims or liabilities arising from or relating to the operation or promotion of your Isagenix business and Position, and (b) any claims you may have for consequential, special, punitive, or exemplary damages against Isagenix for any reason whatsoever.

You agree that any unresolved dispute will be resolved and settled in accordance with and pursuant to Policy 9.10 (Arbitration and Governing Law). In the event that a dispute or claim arising out of, or relating to the IAAA, is not subject to arbitration as set forth in said Policy 9.10, the laws of the state of New South Wales, Australia will govern, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of New South Wales, Australia. This IAAA shall be binding on the successors and assigns of both parties.

The provisions of the Associate Contract are severable. In the event that an arbitrator or court of competent jurisdiction determines any portion of the Associate Contract is unenforceable in any respect, then it will enforce the rest of the Associate Contract to the fullest extent permitted by law without affecting the enforceability of the remaining provisions.

No waiver of any default or breach of your Associate Contract, or failure to enforce rights contained therein, will be considered a waiver by Isagenix of any subsequent default or breach of the same or any other provision.

This IAAA may be executed and submitted electronically in accordance with applicable law. The provisions of your Associate Contract, including all documents incorporated herein by reference, embody the whole agreement between you and Isagenix and supersede any prior agreements, understandings and obligations between you and Isagenix concerning the subject matter hereof. You acknowledge that you have had the opportunity to have this IAAA, the Compensation Plan, and the Policies and any other Isagenix related material reviewed by legal counsel of your choice.

You understand and agree that Isagenix, in order to maintain a viable marketing system and for various other reasons, may make modifications to the IAAA, Policies, Guidance Documents, Compensation Plan, company literature, websites and web pages, sales aids and other materials and their prices, and products and product prices. You understand that

you will be bound by such modifications immediately upon publication (or on the date specified in an associated notice from Isagenix or in the minimum amount of time required by applicable law, if any) in official Isagenix literature or upon the posting of the modifications or notice thereof to your Associate Back Office. If you do not agree with such changes, your only remedy is to terminate your IAAA.

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#### **Contact Us**

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

**Email:** [CustomerServiceANZ@IsagenixCorp.com](mailto:CustomerServiceANZ@IsagenixCorp.com)

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

**Letter:** Isagenix (Asia Pacific) Australia Pty. Ltd  
Attention: Customer Care  
Level 2, 85 Waterloo Road  
Macquarie Park, NSW 2113