



Juice
PLUS+

Juice Plus+®

**FRANCHISE PARTNER
RULES OF CONDUCT**

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1. CORPORATE MISSION STATEMENT

“Inspiring Healthy Living Around The World.”

Our Core Beliefs continue to set the tone for our success. We stand on the following principles:

Longevity: Since our founding, we have focused on being good stewards of the long-term well-being of our customers, our employees, and our partners.

Authenticity: It’s in our DNA to say what we do and do what we say in all our relationships.

Quality: We strive to deliver premium and sustainable products and services for our customers.

Community: Healthy living takes more than a healthy body; it takes a community of like-minded friends with a common purpose. We call this the Juice Plus+ Family.

Simplicity: We try to make everything as simple as possible from maintaining good nutrition to running a strong business.

Approachability: We openly share our Core Beliefs and welcome feedback on our mission, products, services and our company.

2. INTRODUCTION

Throughout this document, “Juice Plus+” or the “Company” refers to The Juice Plus+ Company.

The Juice Plus+ Rules of Conduct are an essential resource for all Franchise Partners. It defines the relationship between Juice Plus+ and its Franchise Partners, and outlines the rights and responsibilities of Franchise Partners when operating their Juice Plus+ business. The Juice Plus+ Rules of Conduct in their present form (and as amended at the sole discretion of Juice Plus+) are incorporated into, and form an integral part of, the Juice Plus+ Franchise Partner Contract and the Juice Plus+ Franchise Compensation Plan. Throughout these Juice Plus+ Rules of Conduct, when the term “Rules” is used, it collectively refers to the Franchise Partner Contract and the Juice Plus+ Franchise Compensation Plan. It is the responsibility of each Juice Plus+ Franchise Partner to read, understand, adhere to, and ensure that they are aware of, and operating under, the most current version of the Juice Plus+ Rules of Conduct. The most current version of Juice Plus+ Rules of Conduct will supersede all previous versions and can be found on the Juice Plus+ Franchise Partner Virtual Office (VO), www.juiceplusvirtualoffice.com. Juice Plus+ Franchise Partners must check their VO on a regular basis for new content, special newsletters or urgent communications. Juice Plus+ has the sole and absolute discretion to change these Rules and issue other Rules, Policies and Advisories from time to time. However, the changes and new Rules will be prospective, which means they will not be applied to past behaviour.

3. BECOMING A JUICE PLUS+ FRANCHISE PARTNER

3.1 Requirements to become a Franchise Partner

An individual wanting to apply for a Juice Plus+ Franchise Partnership (the “Applicant”) must:

- a) Be an individual of at least 18 years and with full legal capacity
- b) Be sponsored by a Juice Plus+ Franchise Partner (“Sponsor”)
- c) Have a valid residential address in one of the countries operated by Juice Plus+
- d) Have a valid and unique email address
- e) Have a personal bank account in the country of residence
- f) Have not been sponsored by a Juice Plus+ Franchise Partner during the past 12 months
- g) Submit a properly completed Juice Plus+ Franchise Partner Contract of the country of residence

Notwithstanding the above, Juice Plus+ determines, in its sole and absolute discretion, if it accepts the Applicant or not.

3.2 No Purchase Requirement of products, materials or services

There is no required purchase to become a Juice Plus+ Franchise Partner. Sponsors may not require Applicants to purchase products or other materials or services, whether or not produced by Juice Plus+, in order to become a Juice Plus+ Franchise Partner.



3.3 Annual Administration Fee

Franchise Partners are charged an Annual Administration Fee for the Virtual Office processing and other services when they sign up as a Franchise Partner and at each anniversary date of the original Franchise Partner Contract. The Annual Administration Fee must be received from the respective Franchise Partner and may not be paid by another Franchise Partner. If the annual administration fee is not paid latest 30 days after the anniversary date of the original Franchise Partner Contract, the Franchise Partner Contract will be suspended, and all of the rights of the Franchise Partner, including the rights to receive commissions and bonuses and to sponsor new Franchise Partners, shall be placed on hold pending payment of the Annual Administration Fee. If the Annual Administration Fee is not paid within 90 days after the anniversary date of the original Franchise Partner Contract, the Franchise Partner Contract will be terminated.

3.4 One Franchise Partnership per Person

An individual may own, operate, and support only one Juice Plus+ Franchise Partnership. If an individual submits more than one Franchise Partner Contract, the first Contract received and accepted is the valid Franchise Partnership.

A partner, spouse or any person residing in the same household of a Franchise Partner may only apply to become a Franchise Partner under the same sponsor as the original Franchise Partnership or under the existing Franchise Partnership. If two Franchise Partners become spouses or partners, they will continue to operate their own individual Franchise Partnership.

Franchise Partners' children who comply with the age limit in **Rule 3.1 a)** may operate a Franchise Partnership separate and apart from the parent's Franchise Partnership genealogy only if they are not residing in the same household and do not participate actively or support in any way the parent's Franchise Partnership.

3.5 Transfer of Franchise Partnership

The transfer of any right or interest in a Franchise Partnership is not permitted without prior written consent by Juice Plus+ in its sole and absolute discretion.

The achievements of a Franchise Partner are personal to the individual, and as such, if an assignment or transfer should be authorized, the status and benefits achieved by the Franchise Partner are not necessarily transferred with the Franchise Partnership. The individual assuming responsibility may be required to achieve all qualifications for status and earning requirements after the assignment or transfer is made. If Juice Plus+ becomes aware that any right or interest in a Franchise Partnership has been transferred without the consent of Juice Plus+, Juice Plus+ may apply sanctions to the transferred Franchise Partnership and all Franchise Partners involved.

4. OPERATING A JUICE PLUS+ BUSINESS

4.1 Adherence to the Rules

Franchise Partners must adhere to the Rules and with all local laws and regulations that pertain in any way whatsoever to their Juice Plus+ business. Juice Plus+ Franchise Partners may not encourage other Juice Plus+ Franchise Partners to violate the Rules or any laws. Actions of individuals assisting a Franchise Partner or of their immediate household which, if performed by the Franchise Partner, would violate any provision of the Rules, shall be deemed a violation by the Franchise Partner.

4.2 Minors

Franchise Partners shall not recruit or sponsor individuals under the age of majority (usually 18 years of age) in the individual's respective country.

4.3 Sponsoring

Franchise Partners have the right, but not the obligation, to enrol others to become a Juice Plus+ Franchise Partner and by providing them support and training on the products and the Juice Plus+ business to build a sales organisation. Each prospective Franchise Partner has the ultimate right to choose their Sponsor and will be placed under the Sponsor referenced during the signup process.

4.3.1 No Compensation for Sponsoring

Franchise Partners do not receive any compensation for enrolling or sponsoring other Franchise Partners. The level of compensation that a Franchise Partner can earn in accordance with the Juice Plus+ Compensation Plan is only dependent from their own product sales and that of their sales organisation.

4.3.2 Training and Support

As a sponsor, the Franchise Partner must provide adequate ongoing training and support. Adequate training and support includes (but is not limited to):

- a) Teaching the Juice Plus+ Rules and sound business practices
- b) Providing training on the Juice Plus+ products and their usage
- c) Providing regular sales and organisational training, guidance, and encouragement
- d) Maintaining ongoing contact with the Sales Organisation and be available to answer questions

No Sponsor may require payment, by any means, for training and support.

Sponsors should be able to provide evidence to Juice Plus+ upon request, of their ongoing compliance with this rule. The Juice Plus+ Company reserves the right to take disciplinary action in situations where it believes the Franchise Partner has violated this rule, including demotion in status,

suspension of earnings, disqualification from receiving bonuses (e.g. Business Incentive Bonus (“BIB”)), and suspension or termination of the Franchise Partner Contract.

4.3.3 Maintaining Lines of Sponsorship

The relationship, maintenance and protection of the lines of sponsorship are fundamental to the Juice Plus+ business. Therefore, sponsorship changes are detrimental to the integrity of the Juice Plus+ business and only in limited cases are Sponsorship changes permitted (**see Rule 4.3.5**) and always at the sole and absolute discretion of Juice Plus+.



4.3.4 Inducement to Change Sponsors

A Franchise Partner may not encourage, solicit, induce or otherwise assist another Franchise Partner to change their Sponsor or line of Sponsorship.

4.3.5 Change of Sponsorship

A Franchise Partner who wishes to change his sponsorship must resign its Franchise Contract and comply with the Period of Inactivity (**see Rule 9.4**) before applying for a new Franchise Partnership under a new Sponsor.

4.4 Independent Contractor Status

The Franchise Partner is a self-employed independent contractor. The Contract between Juice Plus+ and its Franchise Partners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Franchise Partner. Franchise Partners shall not be treated as employees for their services or for income tax purposes. The Franchise Partner has no authority (express or implied) to bind the Company to any obligation. Each Franchise Partner shall establish their own goals, hours, and methods of sale, so long as they comply with the terms of the Rules and applicable laws.

4.5 Business Registration

Where required under local laws, Franchise Partners will register their self-employed business operation with the local Authorities and/or the local tax office. Franchise Partners shall submit to Juice Plus+ their business registration upon request. Franchise Partners are solely responsible for the proper reporting of their income and payment of their taxes.

4.6 Change of Personal Details

Franchise Partners should always ensure the details in their Virtual Office are true and correct. If there are changes to their personal details such

as telephone number, address, bank details or e-mail, these changes must be made as soon as reasonably possible.

4.7 Direct Selling Association

The Franchise Partner must, in carrying out their Juice Plus+ business, strictly comply with the Code of Conduct established by the European Direct Selling Association (SELDIA) and the Direct Selling Association of the respective country.

4.8 International Business

A Franchise Partner may not engage in any business activity relating to Juice Plus+ in any country not yet officially opened for business by Juice Plus+. The list of open countries can be found on the Virtual Office.

5. RESPONSIBILITIES OF FRANCHISE PARTNERS

5.1 Maintaining the Reputation and Image of Juice Plus+

Franchise Partners will, at all times, conduct themselves and their businesses in an ethical, moral, legal and financially sound manner, and will not engage in any activities which could bring disrepute on the good name or image of Juice Plus+, its products, trademarks, brand names or other Franchise Partners.

In conducting their business, Franchise Partners will not engage or participate in any deceptive, fraudulent or illegal practices, nor will they enable or encourage others to do so. Franchise Partners shall also refrain from expressing personal beliefs (e.g. religious, political or ideological purposes) that are unrelated to Juice Plus+.

Franchise Partners must refrain from disparaging, demeaning, or negative remarks about Juice Plus+, its products, other Franchise Partners, or Juice Plus+ employees.

5.2 Conflict of Interest - Non-Solicitation

- a) The Franchise Partner is allowed to promote or sell other products and services where such offers do not compete with the products, services or business opportunity offered by Juice Plus+. However, it is not allowed to present or promote these products or services together with the product or services offered by Juice Plus+.
- b) Franchise Partners at a position of SC or higher shall neither directly or indirectly, personally nor through any relationship or business entity, participate by any means in any other direct sales companies or otherwise promote or sell the products or services of such a company.
- c) Franchise Partners may not, in any manner, directly or indirectly, recruit, solicit, or sponsor any Franchise Partner or customer, to promote, sell or purchase the products or services of another direct sales company, or encourage any Franchise Partner or customer to do so.

5.3 Conduct regarding Juice Plus+ Employees

Juice Plus+ is committed to integrity and providing Juice Plus+ employees with a workplace free of discrimination and harassment. Therefore, no Franchise Partner or any person assisting them, shall engage in conduct which Juice Plus+ determines, in its sole and absolute discretion, constitutes discrimination, sexual harassment or harassment of any kind, against a Juice Plus+ employee.

5.4 Confidentiality

In order to protect the intellectual property rights and goodwill of Juice Plus+, and the business and income opportunity it offers, and in addition to any other restriction or prohibition contained in any agreement with Juice Plus+ or any applicable Rule, no Franchise Partner will during and following the resignation or termination of their contractual relationship with Juice Plus+, directly or indirectly use any information relating to the identity, contact information, sponsorship relationships or any other significant business or personal information about any Franchise Partner or customer, which was acquired or derived from such activity for any purpose other than the promotion and sale of Juice Plus+ products or operation of the Juice Plus+ business.

5.5 Data Privacy

Juice Plus+ collects processes, and shares “Personal Information” (e.g. name, mailing address, email address, telephone number, credit card and banking information) from its customers and Franchise Partners in accordance with its Privacy Policy located at <http://www.juiceplus.com/privacy-policy>.

When operating their Juice Plus+ business, Franchise Partners may receive Personal Information from Juice Plus+ about other Franchise Partners, customers, or referrals who express interest in the Juice Plus+ products or business. Franchise Partners may only use this Personal Information for the sale or promotion of the Juice Plus+ products or Juice Plus+ business. Franchise Partners may only collect, process or transmit Personal Information from individuals when promoting the Juice Plus+ products or business opportunity, such as when they collect contact and payment information from Customers to process product orders, and when they have received unambiguous consent from the individual to use his or her Personal Information. Franchise Partners must abide by the Data Processing Procedure for Franchise Partners on the VO as well as the applicable privacy and data protection laws with respect to all Personal Information obtained by individuals (from Juice Plus+ or otherwise) plus take appropriate measures to secure the Personal Information. Franchise Partners are prohibited from using,

exchanging, or otherwise transferring the Personal Information they collect from their customers or other Franchise Partners with third parties, except as in connection with the Juice Plus+ business.

6. PROMOTING YOUR JUICE PLUS+ BUSINESS

6.1 Media Interviews and Media Enquiries

Franchise Partners must not solicit or respond to media enquiries regarding Juice Plus+, its products or the Juice Plus+ business. This may include but is not limited to programs aired on television, radio, podcast and printed material. Only Juice Plus+ or its designee is permitted to speak with or write to the media for, or on behalf of, Juice Plus+ or any of its subsidiaries to ensure that accurate and consistent information is provided to the public as well as a proper public image of our brands. All enquiries by any type of media must be immediately referred to the Compliance department or relevant Regional Director of the Juice Plus+ Company.

6.2 Use of the Intellectual Property

Franchise Partners may only use the Juice Plus+ Intellectual Property such as the company name, business designation, product names, trade names, trademarks and trade dress which Juice Plus+ makes available for download on the Juice Plus+ Franchise Partner Virtual Office (VO), www.juiceplusvirtualoffice.com. Use of Intellectual Property, including images of other persons and companies is prohibited, unless use is expressly authorised by the Intellectual Property owner.

6.3 Photos, Video and Audio Recordings

Franchise Partners may post audio/video material on their websites or social media platforms, such as Facebook, YouTube or Instagram, provided they comply with the Rules and all privacy laws and social media platform policies when using images or recordings of other individuals. If the Juice Plus+ Company determines that recordings or images violate the Rules, the law, or the legal rights of others, or that it represents a risk of damage to the Juice Plus+ reputation, brand or image, The Juice Plus+ Company shall have the right (without liability) to require the removal of such images or recordings.

6.4 Paid Advertising

Franchise Partners may not utilise paid advertisements directly promoting Juice Plus+ products and/or the business opportunity. This includes but is not limited to “online sponsored advertising”, “pay per click” or “paid search terms” for Social Media or Search Engines.

6.5 Claims

A claim is any written or verbal, direct or indirect, representation, testimonial, statement, story, image or video about Juice Plus+, the products, or the business opportunity. Claims can include simple

statements about product benefits, or photos of before and after results. Claims can also describe the results obtained through Juice Plus+ business opportunity, such as income or lifestyle. In addition to the specific Claims Rules that follow, all claims must be lawful, truthful and not misleading.

6.5.1 Product Claims

Franchise Partners may share their product experience with Juice Plus+, but shall refrain from making any general or specific statements regarding the performance of a Juice Plus+ product.

Franchise Partners may only make those authorised health and nutrition claims which are presented on the product labelling, product brochures, official Juice Plus+ websites or other Juice Plus+ materials as approved by the Company for the country where they are made.

- A health claim is any statement about a relationship between a Juice Plus+ product and health
- A nutrition claim is any claim which states, suggests or implies that a Juice Plus+ product has particular beneficial nutritional properties due to the energy (calorific value) it does or does not provide, or the nutrients it does or does not contain

Franchise Partners must also refrain from making any medical claims when referring to Juice Plus+ products. It is not permitted to state or imply that the products prevent, diagnose, treat or cure any disease or medical condition. Under no circumstances should there be any statements or implications to the contrary.

Franchise Partners are also not allowed to convey the impression that Juice Plus+ products are equal to fresh fruits and vegetables. Franchise Partners may only make those product claims presented on the product labelling, product brochure, official website or other Juice Plus+ materials.

6.5.2 Weight Loss and Weight Management Claims

Weight Loss or Weight Management claims may not refer solely to the use or the performance of any Juice Plus+ product alone, including Juice Plus+ meal replacement products. Even if truthful, testimonials that individuals have lost exact amounts of weight should be comparable with good medical and nutritional practice.

All statements made for weight loss or weight management must:

- a) Relate to the substitution of one (for weight management) or two (for weight loss) of the main daily meals of an energy restricted diet with a Juice Plus+ meal replacement and adequate fluid intake,
- b) Not guarantee a certain weight loss and claim weight loss at a rate of more than 1 kg per week

6.5.3 Use of Before and After Images

Juice Plus+ regards the use of before and after images in the same way as claims. Franchise Partners should therefore ensure that they meet the requirements of all the Rule in section 6.5. The images should not exaggerate the performance of the product or weight management program and Franchise Partners must ensure that they have relevant evidence to substantiate the impression created by the images.

When using an image of another person, such as a customer, Franchise Partners must make sure they have the right to use the image in accordance with **Rule 6.2**.

6.5.4 Income and Lifestyle Claims

An Income or Lifestyle Claim is any expressed or implied claim regarding a Franchise Partner's actual or potential income or lifestyle achieved through the Juice Plus+ opportunity. This may also include any images involving

houses, cars, vacations, or boats. It is important that Franchise Partners provide truthful and realistic expectations about the Juice Plus+ business opportunity and do not create the impression that a certain income or lifestyle is guaranteed or easily achieved.

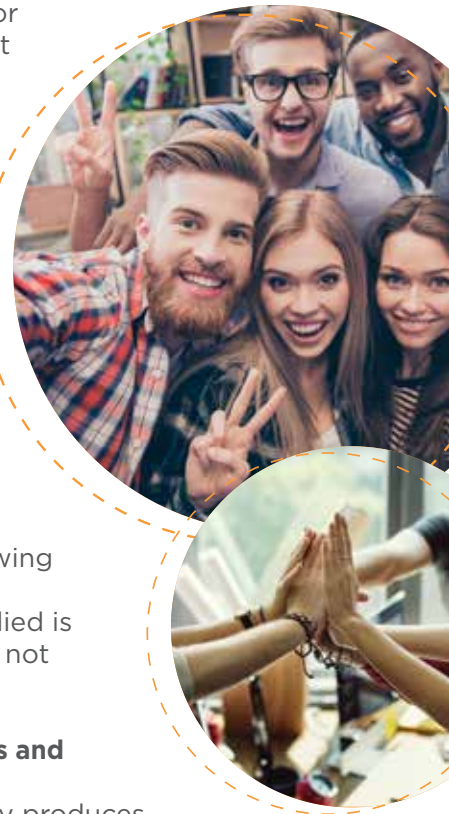
Any Income or Lifestyle claims made by Franchise Partners with a title of SSC or higher requires the following disclaimer statement: "Income or Lifestyle implied is applicable to myself and not typical or average."

6.6 Promotional Materials and Tools

The Juice Plus+ Company produces and provides promotional materials and tools for Franchise Partners use when advertising and promoting their Juice Plus+ business and the Juice Plus+ products.

Franchise Partners may produce their own materials or tools, including training courses, if such materials or tools comply with the rules and are strictly used for the purpose of promoting and selling Juice Plus+ products, building their business, or training and motivating their own organisation. The Franchise Partner may not charge any fee or price for the produced materials or tools.

If the Juice Plus+ Company determines that materials or tools created by the Franchise Partner violate the Rules, the law, or the legal rights of others, or that it





represents a risk of damage to the Juice Plus+ reputation, brand or image, Juice Plus+ shall have the right (without liability) to require the Franchise Partner to cease the use or sale of such materials or tools.

6.7 Use of Social Media or Social Networks

When using social media or social networking platforms, such as Facebook, Instagram, WhatsApp or Twitter, to promote the Juice Plus+ products and/or business opportunity, Franchise Partners:

- a) should clearly identify themselves as an “Independent Juice Plus+ Franchise Partner”
- b) may not use the Juice Plus+ trademarks as part of their e-mail address, username, group names, business pages or site names
- c) may share their own individual story, photos and videos regarding their personal experience with Juice Plus+ in compliance with the Rules regarding Intellectual Property and Claims
(see Rules 6.2 & 6.5)
- d) may share, repost, hashtag, or link to official company posts and websites. As well as company provided and approved promotional images, videos and business support materials
- e) have to comply with **Rule 5.5**, when posting, sharing or reposting stories, photos or videos of other Franchise Partners or individuals
- f) may illustrate or market the Juice Plus+ products. However, pricing information or promotional offers may not be shown or conducted on social media platforms. All sales transactions must be made on the official Juice Plus+ company e-commerce sites.
- g) Unsolicited commercial communications such as Spamming or Tagging are prohibited. You must ensure that you have permission to contact people and honour any requests that you may receive to cease contact
- h) not perform sales or recruiting activities on public sites, such as: public forums, groups, message-boards, blogs or comment-sections are not allowed. If someone expresses interest in the Juice Plus+ products or business opportunity, you should follow up privately via personal communication or closed environments (friends/followers)
- i) should not post derogatory or negative comments about other persons, companies, or products of other companies
- j) must comply with all privacy laws and social media platforms’ policies terms of use, terms and conditions, guidelines or other similar terms

The Juice Plus+ Company reserves the right to determine, in its sole and absolute discretion, if posts, recordings or images violate the Rules or harm Juice Plus+ reputation or image, and reserves the right (without liability) to require the removal of any such posts, images or recordings.

6.8 Franchise Partner Websites

Juice Plus+ provides each Franchise Partner with an official personalised Juice Plus+ Franchise Partner Website. If Franchise Partners wish to create their own Website (Private Website), they have to comply with the following rules:

- a) Franchise Partners may not use Juice Plus+ Intellectual Property as defined in **Rule 6.2** in their website domain name (URL), titles for any pages (including, but not limited to the home page) or Meta data and image tags
- b) The private website may not contain the Company’s trademarks or other copyrighted content, material and may not contain information on the company, its products or its business
- c) Franchise Partners can apply for a link/banner ad to their official Juice Plus+ Franchise Partner Website by approval from The Juice Plus+ Company. Any other references on their private website, directly or indirectly, to Juice Plus+ products or business opportunity is a violation of the rules
- d) Sales transaction may not be conducted on any private website. All sales transactions must be conducted using official Juice Plus+ company e-commerce sites
- e) Franchise Partners must post on their private website in a prominent location, a “Privacy Statement” that informs visitors whether or not personal information is being collected about them, how such information will be used and how they may, at any time, request that their personal information is removed from further use.

6.9 Lead Generation Service Providers

Franchise Partners that purchase, or use leads (such as email addresses) from a third-party vendor or service provider must verify that the lead obtained from such provider has been properly obtained and that the lead has provided a clear consent (“Opt-in”) to receive commercial messages for the purpose where the Franchise Partner intends to contact the identified lead. It is the Franchise Partner’s responsibility to know and abide by the applicable privacy laws and to determine that those with whom they do business do so as well. When using the Lead Generation services, the actions or omissions of the vendor or service provider will be considered actions or omissions of the Franchise Partner for purposes of compliance with the Rules. Franchise Partners are prohibited from selling leads (such as customer data) or earn any compensation directly or indirectly for referrals leading to sales of leads.

6.10 Retail Establishments

Juice Plus+ strongly encourages the promotion and sale of its products through person-to-person contact and through the company's official e-commerce website. In an effort to reinforce this method of marketing and to help provide a standard of fairness Franchise Partners are not allowed to sell products through retail establishments. Franchise Partners, with the prior consent of the retail establishment, may place official company produced promotional materials within the establishment.

6.11 Online Market Places and Auction Sites

Sales of Juice Plus+ products on the Internet shall be done exclusively through the Juice Plus+ e-commerce platforms. Therefore, Franchise Partners may not directly or indirectly through any intermediary offer or facilitate the offering of Juice Plus+ products for sale on the Internet, through a commercial e-commerce or auction website, online marketplace, or any other sites determined by Juice Plus+ to have a sales focus.

7. COMMISSIONS AND BONUSES

7.1 Commission, Bonus Qualifications and Title Advancements

To qualify for monthly Commissions, Bonuses or title advancements, Franchise Partner's must successfully meet product sales requirements that are fully defined in the Juice Plus+ Compensation Plan, which can be found on the Juice Plus+ Franchise Partner Virtual Office (VO), www.juiceplusvirtualoffice.com.

The Juice Plus+ Compensation Plan requirements include, but are not limited to, the successful sales of the products to end customers and that the relevant order instalment payment by end customer is fully received by Juice Plus+.

7.2 Adjustment to Commission and Bonuses

Franchise Partners receive Commissions or Bonuses based on the actual successful sales of products to end customers. When a product is returned to Juice Plus+ for a refund, the relevant order instalment payment is not received by Juice Plus+ or the product is repurchased by the company, Juice Plus+ will deduct or withhold the amount of Commissions and Bonuses and any other earnings or benefits paid on the returned products from the appropriate Franchise Partners, and adjust qualifications as necessary.

7.3 Qualification Buying Prohibited

Products are intended to be sold and distributed to customers or used for Franchise Partners' own personal consumption. The purchase of products primarily as an attempt to qualify for compensation or advancement in the Compensation Plan is not permitted.

Such practices include, but are not limited to:

- a) Enrolment of individuals or entities without the knowledge of and/or execution of a Franchise Partner contract by such individuals
- b) Enrolment or attempted enrolment of non-existent individuals as Franchise Partners or Customers
- c) Paying for or providing financial assistance to Franchise Partners or Customers for the purpose of pay-outs
- d) Violating **Rule 3.4**
- e) Purchasing Juice Plus+ products on behalf of another Franchise Partner, or under another Franchise Partner
- f) Purchasing more products than a Franchise Partner and his or her family can reasonably consume in a month (**see Rule 8.4**)

Any such attempts will result in severe sanctions, including, but not limited to, demotion, suspension of buying privileges, suspension of earnings, disqualification from bonus participation, and deletion or termination of the Franchise Partner contract.

8. PRODUCT SALES

8.1 Sales to Customers

- a) Franchise Partners may only sell and distribute Juice Plus+ products to end customers
- b) Franchise Partners may not sell or otherwise provide Juice Plus+ products to non-Franchise Partners for the purposes of resale, nor may not sell to a non-Franchise Partner any quantity of Juice Plus+ products greater than that generally purchased by an individual for personal use.

8.2 Payment

Payment for all orders purchased from Juice Plus+ must be made by the individual designated as Purchaser, unless specific written approval is given to Juice Plus+ for payment to be made by another individual. If written approval is given, it is for a specific order only and all subsequent orders will have the above Rules applied.

Franchise Partners may not pay for orders in a customer's name or in the name of another Franchise Partner. Attempts to purchase products in a customer's or Franchise Partners name could be interpreted as attempts to improperly advance in the Compensation Plan.

8.3 Modifications to Labels and Packaging

It is not allowed to delete, add, modify, tamper with, or alter any labels, literature, material, or packaging of Juice Plus+ products.

8.4 Personal Use

Franchise Partners may buy a reasonable amount of assorted products per month for their personal and their immediate families' own personal consumption.

Orders for personal use must be placed directly with Juice Plus+ and paid by the Franchise Partner.

8.5 Customer Refund Guarantee

The Juice Plus+ Company offers a customer satisfaction guarantee for a period of thirty (30) days as of the date the products are shipped. The refund will be made once the returned product has arrived at Juice Plus+ and has been processed. Franchise Partners must ensure that the customer refund guarantee is thoroughly and properly understood and applied. When a customer requests the guarantee to be honoured, the Franchise Partner must respond quickly and redirect the customer to the Juice Plus+ Customer Portal.

9. RESIGNATION, TERMINATION AND SUCCESSION

9.1 Resignation of a Franchise Partnership

A Franchise partner may resign their Franchise Partnership at any time, by submitting a notice of resignation in writing by post or email sent to The Juice Plus+ Company. If Juice Plus+ does not receive the written resignation notice or the conditions are not met, then the Franchise Partner is still deemed to be a Franchise Partner until deleted by Juice Plus+.

9.2 Termination of a Franchise Partnership

Juice Plus+ may, in its sole and absolute discretion, terminate the Franchise Partner contract if a Franchise Partner violates the Rules.

The termination is effective on the date declared in The Juice Plus+ Company's written notification to the Franchise Partner. The notification may be sent by letter or email. Upon termination, the Franchise Partner will have no claim against Juice Plus+ as a result of the termination.

A terminated Franchise Partner may no longer:

- a) Conduct business as a Juice Plus+ Franchise Partner
- b) Represent himself as a Juice Plus+ Franchise Partner
- c) Use the Juice Plus+ trade names, logos, trademarks and other intellectual property
- d) Attend Juice Plus+ trainings, meetings, social events or promotions, even as a spouse or guest of a Franchise Partner

9.3 Inventory Repurchase

A Franchise Partner who resigns his Franchise Partner Contract may return unopened, unused and resalable products and sales materials that were purchased from Juice Plus+ within the last 12 months. Reimbursement to the Franchise Partner will be issued for the full amount paid for the returned product by the Franchise Partner less appropriate set offs and legal claims.

9.4 Period of Inactivity

Any Franchise Partner who resigns, has been terminated or who relinquishes their Franchise Partner contract due to non-payment of the Annual Administration Fee (see Rule 3.3) may apply for new Franchise Contract after the indicated inactivity period of 12 months. However a Dealer or Direct Distributor who has not personally sponsored another Franchise Partner, may apply for a new Juice Plus+ Franchise Contract after an inactivity period of at least six (6) months.

The period of inactivity is defined as 'no promotion or sales of Juice Plus+ products or business opportunity, no entitlement to earnings or bonuses, no sponsoring, no attendance at any Juice Plus+ event, no participation in any kind of Franchise Partner activity, and no operation of any other Juice Plus+ business. Juice Plus+ reserves the right to reject any reapplication, without having to provide justification for such rejection.



9.5 Succession (Titles below SSC level)

The rights and obligations of a Franchise Partner are carried out as an individual and in their own name. Accordingly, the contractual relationship ends with the death of the Franchise Partner. However, upon the death of a Franchise Partner, the deceased's Franchise Partnership may be transferred to an heir, subject to applicable laws, the Juice Plus+ Rules, and with Juice Plus+'s approval and acceptance in its sole discretion.

The heir must provide adequate legal documentation, including indemnities and assurances satisfactory to Juice Plus+ in its sole discretion regarding their legal rights as heir, such as a copy of the original death certificate and a notarised copy of the will or other instrument establishing the heir's rights.

If a succession is contested, and the Franchise Partner Contract is not transferred within six calendar months from the date of the Franchise Partner's death, or if the rightful heir does not complete all of the requirements listed below within such six calendar months' period, the Franchise Partner Contract shall be terminated. Any commission or bonuses that had accrued on the deceased Franchise Partner's Contract will be passed to the rightful heir. If a Franchise Partner dies and a legal heir does not contact The Juice Plus+ Company, the Franchise Partner Contract shall be terminated.

An inherited Franchise Partnership may be transferred to the rightful heir, provided the following conditions are fulfilled:

9.5.1 Deceased Franchise Partner is below SSC

- a) The heir must comply with all the requirements of **Rule 3.1** including the submission of a completed Franchise Partner Contract
- b) If the heir is a Franchise Partner, the lineage

relationship between the heir's existing Franchise Partnership and the inherited Franchise Partnership must be in the same line

- c) The heir must meet all of the qualifications for the deceased Franchise Partner's status

9.5.2 The deceased Franchise Partner is SSC or above

- a) The heir must have sufficient experience and expertise in the Juice Plus+ business
- b) The heir must have and show a complete and accurate understanding of the Rules, the Juice Plus+ Compensation Plan and the Juice Plus+'s products
- c) The heir has the ability and willingness to engage actively in the business operations generally expected of a sponsor
- d) The heir is not and has not been involved in any activities or circumstances that would render the individual unsuitable for an active leadership role in the Juice Plus+ business
- e) The heir has submitted to The Juice Plus+ Company a completed Franchise Partner Contract

Juice Plus+ may require the heir to fully re-qualify at each of the Senior Sales Coordinator (SSC), Qualifying National Marketing Director (QNMD), and NMD or higher levels (i.e. reduced to SC or QNMD status) before being entitled to the recognition, status, and financial rewards of a SSC, QNMD, or NMD, EMD, IMD, PMD level.

9.7 Roll-Up of a Franchise Partner's Business

Upon the termination of the Franchise Partner contract, the Customers and Genealogy (downline) structure of the Franchise Partner will be transferred to the next up-line level above them. The Juice Plus+ Company reserves the right: not to roll up a Franchise Partners business, or delay a roll-up in contested cases, in cases where the beneficiary of the roll-up is not suitable for the best interest of supporting the remaining downline or currently not in compliance with the Juice Plus+ Rules.

10. ENFORCEMENT PROCEDURE

The Rules are in place to protect the Juice Plus+ Company and its Franchise Partners and provide standards by which Franchise Partners will perform their activities in protecting and promoting Juice Plus+'s values and integrity. Since each Franchise Partner contributes to the overall reputation of Juice Plus+, it is critically important that each Franchise Partner maintains high standards of legal and ethical conduct by complying with the Rules. Violations of the Rules can have a significant negative impact on the business operations of Juice Plus+ and the Franchise Partners and negatively influence the opinion of regulators, the media or the public about Juice Plus+, its products and Franchise Partners.

Therefore, any Franchise Partner who violates any of the provisions of the Rules shall be subject to appropriate disciplinary action, including, when appropriate, termination of the Franchise contract. The Enforcement Procedure sets out the steps and

actions that will be taken in response to alleged misconduct or violations of the Rules by Franchise Partners.

10.1 Reports of Alleged Violations

Franchise Partners are strongly encouraged to promptly report alleged violations of the Rules to the Juice Plus+ Compliance Team. Juice Plus+ generally will only act on violations occurring within the last twelve (12) months from the date reported to the Company but reserves the right to conduct an inquiry at any time. Juice Plus+'s enforcement of the Rules shall not create liability to pay compensation for loss of profits or goodwill, or any consequential damages.

10.2 Inquiry

If Juice Plus+ determines, in its sole and absolute discretion, that there is sufficient information to support an allegation, Juice Plus+ will contact the Franchise Partner who is the subject of the complaint to permit the Franchise Partner an opportunity to respond. In certain circumstances, it may be necessary to place restrictions on a Franchise Partnership while an inquiry is in process. Restrictions may include a prohibition from attending Juice Plus+ events and suspension or denial of purchasing products; Payment of Commissions or Bonuses; the right to represent oneself as a Juice Plus+ Franchise Partner.

10.3 Disciplinary Decision

The Company will principally attempt to counsel and educate the Franchise Partner as to appropriate ethical business practices. However, more severe measures may be required in more serious cases. Juice Plus+ shall have sole and absolute discretion to determine the appropriate disciplinary measure or sanction based on the nature of the violation and consequence that resulted or could result, including:

- a) Issuance of a written warning or admonition
- b) Requiring the Franchise Partner to take immediate corrective measures, including but not limited to cease and desist of actions
- c) Suspension of all Franchise Partner rights and privileges; when a Contract is suspended the Franchise Partner may temporarily be prohibited from placing orders, registering for corporate events, obtaining other Franchise Partner rewards and locked out from using the Virtual Office (VO). All functions will be restored once the Contract is removed from suspension
- d) Monetary sanctions
- e) Obligation to reimburse Juice Plus+ for any compensation received from non-compliant

activities and legal fees

- f) The right to withhold all or part of the Franchise Partner's Incentive Bonuses and/or Monthly Commissions and Bonuses payment
- g) Any other measure expressly allowed within any provision of the Franchise Partner contract or which The Juice Plus+ Company deems practicable to implement and appropriate to equitably resolve damages caused by the Franchise Partner's Rules violation
- h) In cases of infringement against the Rule restructure any downline genealogy as it deems appropriate

In the event a Franchise Partner's Contract is terminated for disciplinary reasons, the Franchise Partner will not be entitled to recover any commissions and bonuses withheld during the investigation period.

If Juice Plus+ concludes that other Franchise Partners assisted, encouraged or were party to the violations, Juice Plus+ also may hold such Franchise Partners responsible for the violations.

11. MISCELLANEOUS

11.1 Rules Modifications

The Company expressly reserves the right to make any modifications to the Rules by publication on the Company's websites or any other channels of communication. The Franchise Partner agrees that after such publication, any modification becomes effective and is automatically incorporated into the contract between the Franchise Partner and the Company as an effective and binding provision. By continuing to act as a Franchise Partner, engaging in any Business Activity, or accepting any Commission or Bonus after the modifications have become effective, the Franchise Partner acknowledge acceptance of the new Rules.

11.2 Damages

To the fullest extent allowed by applicable law, neither Juice Plus+ nor Franchise Partner shall be liable to the other for any incidental, consequential, special, and exemplary or punitive damages under any legal or equitable theory, regardless of whether the possibility of such damages is known by either party.

11.3 Waiver and Delay

No failure, refusal or neglect of Juice Plus+ to exercise any right, power or option under the Rules shall constitute a waiver of the provisions or a waiver by Juice Plus+ of its rights at any time under the Rules.

11.4 Severability

If any provision of the Rules, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid or unenforceable provision never comprised a part of the Rules.

Further, there shall be added automatically as part of the Rules a provision as similar as possible to the severed provision that would be legal, valid, and enforceable.

11.5

Indemnification

Franchise Partner will indemnify, defend, and hold Juice Plus+ harmless from any suit, action, demand, prosecution or claim, including all costs, liabilities and damages, relating to or arising from Franchise Partner's breach of the Rules or the conduct of Franchise Partner's Juice Plus+ business. Juice Plus+ may, among other things, offset amounts it owes to a Franchise Partner to satisfy any obligations arising under this indemnity.

11.6 Claims between Franchise Partners

Juice Plus+ shall not be liable to any Franchise Partner for any cost, loss, damage, or expense suffered by any Franchise Partner directly or indirectly as a result of any act, omission, representation, or statement by another Franchise Partner.

