

Terms and Conditions of the Independent Associate/Preferred Customer Enrollment Application and Agreement for U.S. Residents

In accordance with the terms and conditions contained in this Application and Agreement, I hereby submit my Application to become an Independent Associate (hereinafter referred to as an IA/PC) or a Preferred Customer (hereinafter referred to as a PC) with Isagenix® (hereinafter referred to as the Company), and hereby state and agree as follows:

1. I am of legal age, in the state, in which I reside, to enter into this Agreement. This Application and Agreement becomes effective on the date received, signed by the applicant, and accepted by the Company in its home office.

2. Upon acceptance of this Application, I understand that I will become an IA/PC of the Company and will be eligible to participate in the selling and distribution of the Company goods and services and receive commissions in connection with such sales in accordance with the Company's Policies and Procedures, and Compensation.

3. I understand that as an IA/PC I am an independent contractor; not an agent, employee, or franchisee of the Company. I further understand and agree that I will not be treated as an employee with respect to such services for federal or state tax purposes. Nor will I be treated as an employee for purposes of the Federal Unemployment Act, the Federal Insurance Contributions Act, the Social Security Act, the State Unemployment Act, or State Employment Security Act. I understand and agree to pay all applicable federal and state income taxes, self employment taxes, sales taxes, local taxes, and/or local license fees that may become due as a result of my activities under this Agreement.

4. I understand and agree that my remuneration will consist solely of retail profits from the completed sales of Company goods, commissions or bonuses relating to the sale or other output derived from in-person sales, solicitations, or orders from ultimate consumers, primarily in the home or otherwise.

5. I understand that I am not required to make any purchase in order to become an IA/PC, other than an annual membership fee to help cover the cost associated with Company's administration in support of my business. I understand I am not required to maintain an inventory of any kind in order to become an IA/PC. I further understand **I may terminate my membership at any time for any reason. To terminate my membership, I must give written notice to Isagenix®.**

6. I hereby agree to use only the current Company website as provided to me to represent the Company's product and Compensation Plan. I will emphasize that retail sales are a requirement, that no purchase of goods or services is required, that no recruitment fee can be derived from the mere act of sponsoring other IA/PC's, and that no earnings are guaranteed from participation in the Compensation Plan. I agree that I will not make representations about the actual, potential, or expected earnings of any IA/PC of the Company at any time.

7. I understand that as an IA/PC, I am not guaranteed any income, nor am I assured of any profit or success. I understand

the Compensation Plan and that I can only earn commissions upon the retail sales of the Company's goods and services. I will be free to set my own hours, and determine the location and methods of selling, within the guidelines and requirements of this Agreement. I agree that I am responsible for all of my own business expenses in connection with my activities as an IA/PC.

8. I further certify that neither the Company nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as an IA/PC. I understand that my success as an IA/PC comes from retail sales, service, and the development of a sales organization. I understand and agree that I will make no statements, disclosures, or representations in selling the Company's goods and services or in the sponsoring of other IA/PC's other than those contained in approved Company materials.

9. I hereby agree that I will not advertise using the Company name, trade names or logos in any manner nor will I use any written, printed, recorded or any other material in advertising, promoting or describing the products of the Company's marketing program, which has not been copyrighted and provided or approved by the Company.

10. I hereby agree that due to the unique nature of the Company pay cycle, I must forward each customer product order and/or IA/PC Application to the home office within 24 hours (or the first business day) following the date of the sale or enrollment. I understand and agree that any failure to follow this policy may result in termination of my IA/PC status.

11. I hereby agree neither to re-package or re-label the Company's goods or services nor to sell said goods or services under any other name or label. I further agree to refrain from producing, selling, and using, for the purpose of advertising, promoting or describing the company's goods and services, Compensation Plan, or other programs, any written, recorded, or other materials which have not been approved or provided by the Company.

12. I hereby consent and authorize the unlimited use of my name, likeness, voice, or other written comments or documentation provided to the Company or obtained by the Company from my use of Company product or services, provided such use is in connection with the advertisement, promotion, or training of Company products, marketing program, services, or promotional literature and supplies. I hereby certify that my testimonial or endorsement of such Company products or other personal participation is made of my own free will and that I have not and will not be paid any monetary sum for doing so.

13. In the event that I sponsor other IA/PC's, I agree to provide a bona fide supervisory, distributive and selling function in connection with the sale of the Company's goods and services to the ultimate consumer. I also agree to train all IA/PC's I may sponsor in the performance of these functions. I agree to have a continuing and positive communication and supervision with my sales organization. I agree that all training seminars to be held in any type of open or public meeting facility must meet all of the requirements of a Company-approved meeting as detailed herein and in other Company materials. I agree that any form of negative communications concerning the company products, services, or compensation program with other IA/PC's is grounds

for termination of my IA/PC status.

14. You may not spam. Spamming includes, but is not necessarily limited to: 1) Sending unsolicited e-mail messages that contain any e-mail or web addresses from your account to online users. 2) Posting messages that contain your service address in news groups that are unrelated to your products or service. 3) Creating false “from sources” in an e-mail message, or newsgroup posting with your services address, thereby giving the impression that the message originated from Isagenix® or its network of Independent Members. 4) Sending unsolicited e-mail to lists of people that are not within your downline or with whom you have no prior business or personal relationship.

15. I understand and agree that the Company, in order to maintain a viable marketing system, may make modifications in the IA/PC Policies and Procedures, Compensation Plan, Company literature, website and product prices. I further agree to be bound by such modifications immediately upon publication in official Company literature.

16. **ACH AND BANK DRAFT ACCEPTANCE AGREEMENT:** As a convenience to me in placing my initial and future wholesale business orders, I may supply you with my signature and my confidential bank account information (via my attached voided check) exclusively for your files for the purpose of ordering initial product and/or optional monthly service for my business from the Company. I understand and agree that should I execute a personal business decision to order products, literature, or other items from the Company on behalf of any other person by authorizing use of my IA/PC payment information, I will be bound by the terms of this Agreement regardless of any decision or actions taken by the person I am ordering for, and agree to hold the Company harmless from any dispute I or the Company may have with this person due to my business decisions or actions. I also agree that if I apply for the optional monthly autoship or backup order that my account will be debited on a monthly basis and that I may cancel at any time upon my sending a notice to the Company via a written notice.

17. **CREDIT CARD ACCEPTANCE AGREEMENT:** If I fail to pay for products or services, the Company is authorized to withhold the appropriate amounts from my commission and bonus checks, debit or credit card/electronic checking accounts, if any, which I have authorized the Company to charge. If payment owed isn't made, I understand that I may, at the Company's discretion, lose my marketing organization and future commissions and bonuses, and may be placed on inactive status by the Company for an indeterminate period. The Company will not be responsible for the loss of any commissions and bonuses or other payments because of delays or errors in orders, charges, receiving agreements, or other acts outside of the control of the Company.

18. I understand that federal or state agencies do not approve or endorse marketing programs. Therefore, I agree that I will not represent that the Company, its products, or program have been approved or endorsed by any governmental agency.

19. I understand that the acceptance of this Application does not constitute the sale of a franchise or a distributorship, and that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.

20. I understand that because of the personal nature of this Agreement, it may not be transferred or otherwise assigned without the prior written consent of the Company.

21. The term of this agreement is one year unless terminated by the Company or myself. The Company will automatically renew active IAs/PCs, using their selected payment method (with notice and “opt-out” privileges.) Inactive IAs/PCs will be given notice and a request to “opt-in.”

22. I understand that either party to this Agreement may terminate this Agreement by giving written notice to the other party. The laws of the state of Arizona govern this Application and Agreement, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of Arizona. This Agreement shall be binding on the successors and assigns of both parties. In the event of a dispute for jurisdictional purposes, a Louisiana IA/PC shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law.

23. I understand and agree that this Application and Agreement, including the Company's Policies and Procedures, and Compensation Plan, incorporated herein by reference, constitute the entire agreement between the parties hereto. I have read this Agreement and I acknowledge receiving a copy of this document and agree to abide by and be bound by the terms contained therein.

Company Refund Policy For Retail Customers

A. Isagenix has a 30-day retail guarantee of satisfaction. A retail customer who purchases our product is provided a 30-day window from receipt of goods to apply for a refund, less shipping and handling. If after using our product for 5 days, they decide to return the unused product for a refund, Isagenix offers this money back guarantee on all products (excluding literature), providing the following requirements are met:

- You must notify the Return Department within thirty days from the date of commencing use of the product, via e-mail at return@isagenix.net or by fax to the Returns Department at 480-889-5749, or by phone 480-889-5749. A Return Merchandise Authorization (RMA) Number will be issued.
- In all cases you must show: proper notice, proof of timely purchase and timely return of the product. Please allow up to 30 days for refund to be processed.

B. When you sell products at retail, you are the primary party responsible for customer satisfaction. The retail customer must come to you for either a replacement product or for a refund.

You make the product exchange or refund, and then you obtain a replacement product from Isagenix® for the returned product.

C. In the event of a dispute between you and your retail customer, Isagenix will determine the facts and resolve the issue. That resolution will be final and not appealable. If we elect to make a cash payment to the retail customer to resolve the dispute, we will charge the payment to your account.

D. If your retail customer wants to make a product return under the Retail Guarantee, follow this procedure:

- Write up a regular retail sales slip for the product refund, enter the date and price the customer actually paid and write “refund” across the face of the order.
- Refund the money to the customer and have the customer sign the refund sales slip.
- Contact the Customer Service Department, via e-mail or fax, and obtain a Return Merchandise Authorization (RMA) Number.
- Attach a copy of the refund sales slip to the original sales slip and send it to the Company with your next wholesale order. Be sure to put the RMA number on the shipping label.
- Providing that the procedure above has been followed, you can expect to receive the replacement product within thirty days of receipt of the returned product.

E. If the product was sold to and shipped directly by Isagenix to your Customer, the Customer may contact us directly for return authorization and replacement/refund of the purchase. Customer should allow thirty days for processing of the refund. In the case of a refund, you agree that we may charge your account to recover any retail profit you may have been paid as a result of the sale.

F. We reserve the right to reject repetitive returns or replacements.

G. All retail sales must comply with the FTC Three-Day Cooling-Off Rule, which requires statutory language and notice of cancellation rights on the retail sales receipt. The customer must receive a receipt from a receipt book. The receipt must have a notice of cancellation form on it. The retail receipt must have the following language on it: “You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.”

H. All sales of literature are final and are not refundable. Please allow 30 days for processing.

Refund and Replacement for Associates/ Preferred Customers

A. When you make an authorized product replacement or refund under the Retail Customer Guarantee, we will provide you with

the replacement product as outlined above. You may then either provide the replacement product to your retail customer, or if a refund was made, you can sell the replacement product.

B. Product that is determined to be defective will be promptly replaced without charge. Except in the case of returns of defective products, you are responsible for all shipping expenses incurred for the return.

C. The Company reserves the right to recoup any commissions or other compensation paid when the product that generated that compensation is returned. In order to do so, we may deduct the outstanding amount prior to paying you any further commissions. If your bonus check is insufficient to allow us to recover the compensation through a deduction, you agree to repay Isagenix the amount due.

D. An IA or PC may return their initial purchase of one or more of the Optional Product Introductory Paks covered at time of their initial signup under the above 30 Day Retail Customer Product Satisfaction Guarantee. Membership or administration fees are not refundable except as required by law. Additional products purchased by an IA or PC wishing to leave the Isagenix Business are covered by our Buy-Back Policy for unused, unopened, resalable product.

Buy-Back Policy

A. Isagenix’s Buy-Back policy is meant to protect individuals who want to leave the Isagenix opportunity and believe they mistakenly purchased more inventory than they could sell. These policies specifically do NOT apply to an IA or PC who, for the purpose of qualifying for a bonus or some other benefit, has falsely certified that the inventory for which they are attempting to receive a refund has been previously sold.

B. If you desire to terminate your IA/PC status through the Buy-Back policy, you must notify Isagenix in writing. You must send Isagenix a letter listing all the products you intend to return, the amount of each product and the original order number under which you purchased the products. The letter must be signed by all persons listed on the IA/PC Agreement and must state your intentions to relinquish all present and future commission rights and to never again become Isagenix Associates.

C. The request for a Buy-Back must be made within 12 months of the product’s original purchase date. Reimbursement will be made for the value of the original order(s) less a 10% restocking charge, freight, rebates, bonuses and personal discounts. The Company will be liberal in its application of the Buy-Back policy on termination of an IA or PC status, but Isagenix will not repurchase products or issue refunds on products certified as having been consumed or sold.

D. We will not repurchase products or issue refunds on products certified as having been consumed or sold under the 70% Resale Rule. Falsely representing the amount of product sold or consumed in order to advance in the marketing plan or qualify for promotions will be grounds for termination.

E. Upon receiving a Buy-Back letter, Isagenix® will contact you with the specifics of the return process. All products returned for Buy-Back must be in their original packaging, unopened and in resalable condition. Products that have been discontinued, whose discontinuance has been announced, or that were sold as non-returnable, seasonal or promotional items are not eligible for a Buy-Back. Once Isagenix has verified that the product has been received in reusable and resalable condition and the Buy-Back process is completed, a refund will be issued and the IA or PC Position terminated. The IA or PC should allow at least 30 days for any refund to be processed.

F. The re-purchase price will be not less than ninety percent (90%) of the original net cost you paid. Net cost does not include shipping and handling.

G. Items are deemed resalable or reusable if they are returned within 1 year of the date of purchase, are unused and in their original packaging. Items that are perishable, have been discontinued, or are within 6 months of expiring, are not considered to be resalable.

H. Any damages to the product, as the result of mispackaging or improper shipping for the return shipment shall be your sole responsibility.

I. All bonuses, commissions and recognition or advancement received as a result of the original purchases will be reversed and the amounts deducted from the refund and/or the upline's commissions. You should notify your upline sponsor of your intention to terminate your Associate Position.

J. Should Isagenix have reason to believe that there have been activities harmful to Isagenix or its IAs or PCs, the Company reserves the right to stop or delay the Buy-Back process until such time as it has determined what, if any, actions have taken place. Should Isagenix determine to exercise this right, we will immediately inform you that an investigation is in process.

K. Literature sales are final and are not refundable. In addition, shipping, administration and annual support system fees are non-refundable unless required by law.

L. Buy Back Policies Controlled by Specific State Law: In some states there is a statute or regulation that provides for a different Buy-Back policy. Isagenix conforms to all such laws.

In Georgia: We will repurchase all unencumbered products, sales aids, literature, and promotional items which are in a reasonably resalable or reusable condition and which were acquired by the participant from Isagenix. The repurchase shall be at a price not less than ninety (90 percent of the original net cost to the participant of the goods being returned. For purposes of this paragraph, "original net cost" means the amount actually paid by the participant for the goods, less any consideration

received by the participant for purchase of the goods that is attributable to the specific goods now being returned. Goods shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition at the time the goods are returned to the Isagenix. Goods which are no longer marketed by Isagenix shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition and are returned to Isagenix within one year from the date the company discontinued marketing the goods; provided, however, that goods which are no longer marketed shall not be deemed not "resalable or reusable" if the goods are sold to participants as non-returnable, discontinued, or seasonal items and the non-returnable, discontinued, or seasonal nature of the goods was clearly disclosed to the participant seeking to return the goods prior to the purchase of the goods by the participant.

In Maryland, Montana, Puerto Rico, Oklahoma and Texas: On written request from the purchaser, and not later than the first anniversary of the purchaser's date of purchase, all unencumbered products that are in an unused, commercially resalable condition at a price not less than ninety (90) percent of the amount actually paid by the purchaser for the products being returned, less any consideration received by the purchaser for purchase of the products being returned. A product that is no longer marketed by Isagenix is considered resalable if the product is otherwise in an unused, commercially resalable condition and is returned to the seller not later than the first anniversary of the purchaser's date of purchase, except that the product is not considered resalable if before the purchaser purchased the product it was clearly disclosed to the purchaser that the product was sold as a non-returnable, discontinued, seasonal, or special promotion item.

In Massachusetts and Wyoming: We will repurchase all unencumbered products in a resalable condition then in the possession of the participant. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the company of the election to cancel.

In Louisiana: We will repurchase all or part of any product that are in a resalable condition at 85% of the original net cost to you, and ii) repay 85% of the original net cost of any services provided to you, and iii) refund ninety percent (90) of any other consideration you paid to us in order to participate in the marketing program.