

NEW APPLICANT DISCLOSURES AND ACKNOWLEDGMENTS

The new Applicant acknowledges having read and understood the following terms:

1. Application Fee

- a) I understand that in order to become an authorized Juice Plus+ Independent Partner (IP), I must complete an application and pay a 50€ fee to market the Juice Plus+ brand (referred to as a Juice Plus+ Business) and that apart from these conditions, there are no other payments or purchases I must make to become a Juice Plus+ IP. I also understand that if I wish to build a successful retailing business, I should expect to spend personal time and effort and to incur additional expenses for such items as products for personal use & samples, promotional items, travel, and telephone expenses.
- b) The term of an IP's Juice Plus+ Business expires each year on the anniversary of their original sign-up date. In order to remain an authorized IP and maintain all of the rights thereof, Juice Plus+ requires the execution of an annual renewal agreement (Renewal) and the payment of a 45€ Renewal fee prior to the IP's anniversary date each year. If the Renewal and fee are not received prior to the anniversary date, the IP's Juice Plus+ Business will be suspended, and all of the rights of the IP, including the rights to receive commissions and bonuses and to sponsor new IP's, will be placed on hold. If the Renewal and fee are not received within 90 days after the anniversary date, the Juice Plus+ Business will be cancelled, and upon such cancellation, any and all commissions and bonuses that have been held by Juice Plus+ will be forfeited by the cancelled IP.

2. Refund Policy

I understand that any purchases of product by me are strictly voluntary and that except where otherwise provided by applicable law, my right to return any inventory to The Juice Plus Company is limited by the terms in Rule 8.5 of the Rules of Operation & Conduct of a Juice Plus+ Business and related provisions of my agreement.

3. Definition and Business Relationship of a Juice Plus+ Independent Partner (IP)

- a) I understand that as a Juice Plus+ IP, I am an independent self-employed contractor. The contract between Juice Plus+ and me does not create or imply a legal partnership relationship or an employer/employee/worker relationship, agency, or joint venture between Juice Plus+ and me. I agree not to portray myself as an employee, worker, agent or legal partner of Juice Plus+.
- b) I understand that I am responsible for compliance with all matters associated with my status as an independent self-employed contractor including payment of all tax and social security contributions and ensuring that I have all licenses, registrations, permits and insurance, required in order to conduct my activities.
- c) I understand that my relationship with Juice Plus+ and my activities will be carried out as a self-employed businessperson. I am not authorized to bind Juice Plus+ or to incur any obligation on behalf of Juice Plus+. I also understand that my sponsor and upline IPs are not authorized to bind Juice Plus+ or to make representations except to the extent expressly permitted by the terms of the Rules of Operation and Conduct of a Juice Plus+ Business. The Juice Plus+ compensation plan determines performance requirements to obtain rewards for the successful fulfillment of contractual duties.

4. No Guarantees

- a) I understand that a direct selling program such as the Juice Plus+ Business, is a competitive business subject to all risks associated with any business venture and that Juice Plus+ makes no guarantees or assurances whatsoever regarding any sales success, income or loss which may result from my activities as a Juice Plus+ IP. Juice Plus+ therefore cautions new participants not to leave existing employment, but to start part-time to pursue a Juice Plus+ Business.
- b) I understand that the Juice Plus+ sales program, as set forth in current official literature of Juice Plus+, describes payments of bonuses and commissions based upon my purchase volume and that of my downline. I realize that no one can assure or guarantee that I will achieve any specific level of earnings as a result of purchasing any products I might choose to order or of otherwise participating in the Juice Plus+ sales program.

5. Business Support

- a) I have thoroughly examined the Juice Plus+ Application and I am aware that any questions I may have concerning the Juice Plus+ Business may be directed to the Portugal Juice Plus+ Service Center **+351882880900**.

- b) I understand that Juice Plus+ processes orders, collects payments, ships direct to customers and staffs a Service Center team of specialized Agents to support each Juice Plus+ Business. To assist in maintaining these quality services an Administrative Service Fee is collected from your monthly check: 6.15€ monthly for P+ & SP; 12.30€ monthly for SC and above.
- c) I understand Juice Plus+ provides a personalized support website (myjuiceplus.com) with reports, customer support navigation, education materials, promotional assets and much more. To ensure these resources are available in an efficient and innovative way a nominal charge is collected from monthly compensation payments to each IP. The Business charges for (myjuiceplus.com) are per title: P & P+ - 5€, SP - 10€, SC - 12€, QSSC - 13.50€, SSC - 15€, QNMD - 20€, NMD & above - 25€

6. 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 IPs in accordance with its Privacy Policies. The Privacy Policies applicable to you as a customer of Juice Plus+ and as an IP are located at (myjuiceplus.com)

7. Contract Amendments

- a) I understand that Juice Plus+ may in a particular instance waive or decline to enforce rules governing the Juice Plus+ sales program if Juice Plus+ determines in the exercise of good faith and sound business judgement that it is in the overall best interest of the program to do so.
- b) I understand that Juice Plus+ reserves the right to amend the Juice Plus+ program and provisions for IP compensation as contained in the Compensation Plan and the Rules of Operation and Conduct of a Juice Plus+ Business from time to time as it deems appropriate. I acknowledge that changes in the Compensation Plan may affect my percentage of compensation. I agree that at such time such changes occur I may elect either to continue as an IP subject to the new changes or terminate my Juice Plus+ Business. Juice Plus+ Partners will be informed in advance of any changes in writing or online.
- c) This agreement cannot be amended or modified, and no term may be waived except in writing signed by a Juice Plus+ officer. Any attempted amendment, modification, or waiver that does not comply with the preceding sentence will be void.
- d) In the event any provision of this agreement is deemed void or unenforceable for any reason, that provision will be severed, and the balance of the agreement will remain in full force and effect.

8. Termination

Each party may give notice of termination of this agreement in compliance with the statutory provisions. In addition, each party may terminate this agreement for cause with immediate effect where maintaining the contractual relationship until the next date of termination is unacceptable to a party due to the conduct of the respective other party. A notice prior to termination is not required, provided that the breach and its consequences cannot be remedied or provided that the kind and extent of the impending damage requires termination of the contractual relationship with immediate effect.

9. Legal Jurisdiction

Place of jurisdiction will be the place of residence of the IP. All claims and disputes arising from this agreement will be governed by the law of the place of residence of the IP.



Juice
PLUS+

Juice Plus+®
INDEPENDENT PARTNER
RULES OF OPERATION & CONDUCT

TABLE OF CONTENTS

- 1. CORPORATE MISSION STATEMENT**
“Inspiring Healthy Living Around The World.”
- 2. INTRODUCTION**
- 3. BECOMING A JUICE PLUS+ INDEPENDENT PARTNER (IP)**
 - 3.1** Requirements to become a Independent Partner
 - 3.2** No Purchase Requirement
 - 3.3** One Partnership per Person
 - 3.4** Transfer of Partnership
 - 3.5** Right of Refusal
- 4. OPERATING A JUICE PLUS+ BUSINESS**
 - 4.1** Adherence to the Rules
 - 4.2** Juice Plus+ Presentation
 - 4.3** Sponsoring
 - 4.3.1** No Compensation for Sponsoring
 - 4.3.2** Training and Support
 - 4.3.3** Maintaining Lines of Sponsorship
 - 4.3.4** Inducement to Change Sponsors
 - 4.3.5** Change of Sponsorship
 - 4.4** Independent Contractor Status
 - 4.5** Business Registration
 - 4.6** Change of Personal Details
 - 4.7** Direct Selling Association
 - 4.8** International Business
- 5. RESPONSIBILITIES OF JUICE PLUS+ INDEPENDENT PARTNERS (IPs)**
 - 5.1** Maintaining the Reputation and Image of Juice Plus+
 - 5.2** Conflict of Interest
 - 5.3** Conduct regarding Juice Plus+ Employees
 - 5.4** Confidentiality & Intellectual Property
- 6. PROMOTING YOUR JUICE PLUS+ BUSINESS**
 - 6.1** Media Interviews and Media Enquiries
 - 6.2** Use of the Intellectual Property
 - 6.3** Photos, Video and Audio Recordings
 - 6.4** Paid Advertising
 - 6.5** Claims
 - 6.5.1** Product Claims
 - 6.5.2** Weight Loss and Weight Management Claims
 - 6.5.3** Use of Before and After Images
 - 6.5.4** Income and Lifestyle Claims
 - 6.6** Promotional Materials and Tools
 - 6.7** Use of Social Media or Social Networks
 - 6.8** Independent Partner Websites
 - 6.9** Lead Generation Service Providers
 - 6.10** Third Party Associations
 - 6.11** Retail Establishments
 - 6.12** Online Market Places and Auction Sites
- 7. COMMISSIONS AND BONUSES**
 - 7.1** Commission, Bonus Qualifications and Title Advancements
 - 7.2** Adjustment to Commission and Bonuses
 - 7.3** Qualification Buying Prohibited
- 8. PRODUCT SALES**
 - 8.1** Sales to Customers
 - 8.2** Payment
 - 8.3** Modifications to Labels and Packaging
 - 8.4** Personal Use
 - 8.5** Customer Refund Guarantee
- 9. RESIGNATION, TERMINATION, DISABILITY AND SUCCESSION**
 - 9.1** Resignation of a IP
 - 9.2** Termination of a IP
 - 9.3** Non-Solicitation
 - 9.4** Inventory Repurchase
 - 9.5** Period of Inactivity
 - 9.6** Disability (titles QSSC & above)
 - 9.7** Succession
 - 9.7.1** IP is below SSC
 - 9.7.2** IP is QSSC or above
 - 9.7.3** Estate Settlements
 - 9.8** Roll-Up
- 10. ENFORCEMENT PROCEDURE**
 - 10.1** Reports of Alleged Violations
 - 10.2** Inquiry
 - 10.3** Disciplinary Decision
 - 10.4** Business Custody
 - 10.5** Business Buyout
- 11. MISCELLANEOUS**
 - 11.1** Rules Modifications
 - 11.2** Damages
 - 11.3** Waiver and Delay
 - 11.4** Severability
 - 11.5** Indemnification
 - 11.6** Claims Between IPs

“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 Independent Partners (IP).

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.

Inclusive: We celebrate all people. Everyone is welcome.

2. INTRODUCTION

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

The Juice Plus+ Rules of Operation & Conduct are an essential resource for all Independent Partners (referred to in this document as “IPs”). It defines the relationship between Juice Plus+ and its IPs, and outlines the rights and responsibilities of IPs when operating their Juice Plus+ Business. The Juice Plus+ Rules of Operation & Conduct in their present form (and as amended at from time to time at the sole discretion of Juice Plus+) are incorporated into, and form an integral part of, the Juice Plus+ Applicant Agreement and the Juice Plus+ Compensation Plan. Throughout these Juice Plus+ Rules of Operation & Conduct, when the term “Rules” is used, it collectively refers to the Independent Partner Agreement and the Juice Plus+ Compensation Plan. It is the responsibility of each Juice Plus+ IP 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 Operation & Conduct. The most current version of Juice Plus+ Rules of Operation & Conduct will supersede all previous versions and can be found online at **MyJuicePlus.com**

Juice Plus+ IPs must check **MyJuicePlus.com** 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 behavior.

3. BECOMING A JUICE PLUS+ INDEPENDENT PARTNER (IP)

3.1 Requirements to become a IP

An individual wanting to apply for a Juice Plus+ Independent 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+ IP (“Sponsor”)
- c) Have a valid residential address in one of the countries where Juice Plus+ operates
- 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+ IP during the past 12 months
- g) Submit a properly completed Juice Plus+ Applicant Agreement applying to the country of residence

Notwithstanding the above, Juice Plus+ may in its sole and absolute discretion determine whether or not to accept the Applicant.

3.2 No Purchase Requirement

There is no required purchase of products, materials or services to become a Juice Plus+ IP. 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+ IP.

3.3 One Independent Partnership per Person

An individual may own, operate, and support only one Juice Plus+ Independent Partnership (referred to as a Juice Plus+ Business). If an individual submits more than one Applicant Agreement, the first Applicant Agreement received and accepted is the valid Independent Partnership.

Rules regarding members of the same household):

- a) Spouses of existing IPs may only be sponsored frontline by that existing IP.
- b) If two existing IPs become spouses, they will continue to operate their own individual business.
- c) IPs’ children who comply with the age limit in (Rule 3.1 a) may operate a Juice Plus+ Business separate and apart from the parent’s business genealogy only if they are not residing in the same household as their parents and do not participate actively or support in any way the parent’s business.
- d) Business Investment Bonus (BIB) will only be paid to a maximum of two businesses per household.
- e) In the event of resignation or termination due to conflict of interest (**see Rule 5.2**) all businesses within the household may be subject to termination or discipline at the discretion of Juice Plus+.

3.4 Transfer of Independent Partnership

The transfer of any right or interest in a Partnership is not permitted without prior written consent by Juice Plus+ in its sole and absolute discretion. The achievements of a IP are personal to the individual, and as such, if an assignment or transfer should be authorized, the status and benefits achieved by the IP are not necessarily transferred with the 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 Partnership has been transferred without the consent of Juice Plus+, Juice Plus+ may apply sanctions to the transferred Partnership and all IPs involved.

3.5 Right of Refusal

Juice Plus+ shall retain the right to refuse any Applicant Agreement or Agreement Renewal. This decision is at the sole discretion of Juice Plus+.

4. OPERATING A JUICE PLUS+ BUSINESS

4.1 Adherence to the Rules

IPs 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+ IPs may not encourage other IPs to violate the rules or any laws. Actions of individuals assisting an IP or of their immediate household which, if performed by the IP, would violate any provision of the Rules, shall be deemed a violation by the Juice Plus+ IP.

4.2 Juice Plus+ Presentation

When offering, describing, or conducting a Juice Plus+ product or business presentations, IPs will conduct presentations without material omissions, distortions, or misrepresentations. The making of any additional offers or representations by IPs in connection with the presentation or conduct of the Juice Plus+ business is strictly prohibited.

4.3 Sponsoring

IPs have the right, but not the obligation, to enroll others to become a Juice Plus+ IP and by providing them support and training on the products and the Juice Plus+ business to build a sales organisation. Each prospective IP 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

IPs do not receive any compensation for enrolling or sponsoring other IPs. The level of compensation that an IP 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 IP must provide adequate ongoing training and support. No sponsor may require payment, by any means, for training and support of the Juice Plus+ Business. 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 being available to answer questions.
- e) Participating and encouraging participation at local and national Juice Plus+ events.

Sponsors should be able to provide evidence to Juice Plus+ upon request, of their ongoing compliance with this rule. Juice Plus+ Company reserves the right to take disciplinary action in situations where it believes an IP has violated this rule, including demotion in status, suspension of earnings, disqualification from receiving bonuses (e.g. Business Investment Bonus (“BIB”)), desponsorship, suspension or termination of the Independent Partner Agreement.

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

IPs must not encourage, solicit, induce, or otherwise assist another IP to change their Sponsor or line of Sponsorship.

4.3.5 Change of Sponsorship

Any IP who wishes to change their sponsorship must resign their Juice Plus+ Business and comply with the Period of Inactivity (**see Rule 9.5**) before applying for a new Juice Plus+ Independent Partnership under a new Sponsor.

4.4 Independent Contractor Status

The Independent Partner (IP) is a self-employed independent contractor. The Agreement between Juice Plus+ and the IPs does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IP. IPs shall not be treated as employees for their services or for income tax purposes and shall have no authority to bind Juice Plus+ contractually or incur any liability on behalf of Juice Plus+.

4.5 Business Registration

Where required under local laws, IPs will register their self-employed business operation with the local Authorities and or the local tax office. IPs must submit to Juice Plus+ their business registration upon request. IPs are solely responsible for the proper reporting of their income and payment of their taxes. Juice Plus+ shall not be responsible for reporting or payment of any IP payments and IPs will indemnify and hold Juice Plus+ harmless regarding any liability incurred arising from any failure of the IP to account for and remit such taxes.

4.6 Change of Personal Details

IPs should always ensure the details in their **MyJuicePlus.com** 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

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

4.8 International Business

IPs may not engage in any business activity relating to Juice Plus+ in any country not yet officially opened for business by The Juice Plus+ Company. The list of open countries can be found on **MyJuicePlus.com**.

5. RESPONSIBILITIES OF JUICE PLUS+ INDEPENDENT PARTNERS

5.1 Maintaining the Reputation and Image of Juice Plus+

IPs 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 (which are the exclusive property of Juice Plus+ and which are protected by law) or other IPs. In conducting their business, IPs will not engage or participate in any deceptive, fraudulent, bribery, or illegal practices, nor will they enable or encourage others to do so.

IPs must refrain from disruptive activities that could cause harm to other IPs. Participating in such activities deemed disruptive by Juice Plus+ is grounds for termination.

IPs must also refrain from expressing personal beliefs (e.g. religious, political, or ideological purposes) that are unrelated to Juice Plus+. IPs must refrain from making disparaging, demeaning, or negative remarks about Juice Plus+, its products, other IPs, or Juice Plus+ employees.

5.2 Conflict of Interest

IPs must not engage with any other product or services that could cause disruption and/or distraction to their own or any other Juice Plus+ IPs Business. Disruption and/or distraction is defined but not limited to:

- a) Selling or promoting a competing product within the Juice Plus+ community.
- b) Promotion or solicitation within the Juice Plus+ community for any business entity that has a multi-level networking component.
- c) Promotion or solicitation into any programs such as “training” or “personal development,” the company deems unnecessarily expensive, conflicting and/or offensive to our values.
- d) Spouses and immediate family of Independent Partners must also adhere to these rules.

Such activities are prohibited and can be grounds for termination, forfeiting all rights and privileges of this agreement.

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 IP 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 & Intellectual Property

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 Juice Plus+ IP 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 IP or customer, which was acquired or derived from their activity as an IP for any purpose other than the promotion and sale of Juice Plus+ products or operation of the Juice Plus+ business.

6. PROMOTING YOUR JUICE PLUS+ BUSINESS

Juice Plus+ IPs are obliged to disclose their status. The lack of transparency on their identity and on the benefits obtainable from the consumption of Juice Plus+ products is considered a serious violation of the Rules of Operation & Conduct and is punishable by more severe measures.

6.1 Media Interviews and Media Enquiries

IPs 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+ and its authorized designees are permitted to speak with or write to the media for, or on behalf of, Juice Plus+ 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 Juice Plus+ in your country of operation.

6.2 Use of the Intellectual Property

IPs 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 **MyJuicePlus.com**

IPs can also make use of the Juice Plus+ Intellectual Property in the promotional material they create when compliant with the Rules of Operation & Conduct (**see Rule 6.5**) and when such material has been expressly and previously authorised by Juice Plus+.

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

IPs may post audio/video material on their websites or social media platforms, such as Facebook, YouTube, or Instagram, provided they comply with the Rules of Operation & Conduct, all privacy laws and social media platform policies when using images or recordings of other individuals. If Juice Plus+ 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, Juice Plus+ shall have the right (without liability) to require the removal of such images or recordings.

6.4 Paid Advertising

IPs may utilise paid advertisements in order to promote Juice Plus+ products and/or the business opportunity, except for advertisements which directly promote 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 implied, 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. In addition to the

specific Claims Rules that follow, all claims must be lawful, truthful, and not misleading.

6.5.1 Product Claims

IPs 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. IPs 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

Juice Plus+ IPs 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.

IPs are also not allowed to convey the impression that Juice Plus+ products are equal to fresh fruits and vegetables. IPs may only make those product claims presented on the product labelling, product brochure, **www.juiceplus.com** or other official 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 weight should be in line with good medical and nutritional practice.

All statements made for weight loss or weight management must 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, adequate fluid intake, a balanced diet, exercise, and appropriate rest.

No weight management representation may refer to a rate or amount of weight loss. Claims must not guarantee a certain weight loss.

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. IPs should therefore ensure that they meet the requirements of all the Rules in section 6.5. The images should not exaggerate the performance of the product or weight management program and IPs 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,

IPs 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 IP's actual or potential income or lifestyle achieved through the Juice Plus+ opportunity.

It is important that IPs promote the Juice Plus+ business as part-time. Any implied claims promoting the opportunity as full-time, using lavish images (cars, boats, travel), check statements, etc., are strictly prohibited. It is important that IPs 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 IPs with a title of QSSC 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 the IPs use when advertising and promoting their Juice Plus+ business and the Juice Plus+ products. IPs may produce their own materials or tools, including training courses, if such materials or tools comply with the Rules of Operation & Conduct, included the Rules related to the Intellectual Property (**see Rule 6.2**) and are expressly authorised by Juice Plus+ in advance of being used. The materials produced by IPs must be strictly used for the purpose of promoting and selling Juice Plus+ products, building their business, or training and motivating their own organisation. The IP 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 IP 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 IP to cease the use or sale of such materials or tools.

6.7 Use of Social Media or Social Network

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, Juice Plus+ IPs:

- a) should clearly identify themselves as an "Independent Juice Plus+ 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) should use Juice Plus+ trademarks, or any other content or material that contains The Juice Plus+ Company Intellectual Property in their websites or personal profiles provided that this complies with the **Rules 6.2** and **6.6**, and provided that such material does not create confusion and/or could be confused

with official marketing material and/or the official website (in such case it is possible to share the link to the official website)

- d) may share, repost, hashtag, or link to official Juice Plus+ posts and websites. As well as Juice Plus+ company provided and approved promotional images, videos, and business support materials
- e) 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**)
- f) have to comply with **Rule 6.5**, when posting, sharing or reposting stories, photos or videos of other IPs or individuals
- g) may illustrate or market 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+ e-commerce sites.
- h) must not engage in unsolicited commercial communications such as Spamming or Tagging. IPs must ensure they comply with all applicable communication and marketing laws and have permission to contact people and honor any requests received to cease contact.
- i) must not perform sales or recruiting activities on public sites, such as: public forums, groups, message-boards, blogs, or comment-sections. If someone expresses interest in Juice Plus+ products or the business opportunity, the IP should follow up privately via personal communication or closed environments (friends/ followers) in order to collect the data/details for the order of the products.
- j) must not post derogatory or negative comments about other persons, companies, or products of other companies.
- k) must comply with all privacy laws and social media platforms' policies terms of use, terms and conditions, guidelines, or other similar terms.
- l) The Juice Plus+ Company reserves the right to be included as an official administrator of any social media group used to promote Juice Plus+ products and/or business opportunity. IPs agree to add the designated corporate employees upon Juice Plus+'s request. In addition, once a Facebook Group size exceeds 100 members the group must be disclosed to the Juice Plus+ Compliance team by sending a link to the group & your group's name to **Compliance@juiceplus.com**

The Juice Plus+ Company reserves the right to determine, in its sole and absolute discretion, if posts, recordings or images violate the Rules of Operation & Conduct 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 Independent Partner Websites

Juice Plus+ provides each IP with an official personalised Juice Plus+ Website. If IPs wish to

create their own Website (Private Website), they have to comply with the following rules:

- a) IPs 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. 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, unless it's related to material or promotional tools that are in compliance with the Rules of Operation & Conduct. However, IPs shall not create misleading material that could be confused with Juice Plus+ official marketing material and website (see Rules 6.2 & 6.6)
- b) Sales transaction may not be conducted on any Private Website. All sales transactions must be conducted using official Juice Plus+ e-commerce sites.
- c) IPs must comply with all data privacy laws and post on their Private Website in a prominent location, a "Privacy Statement" that, as a minimum, informs visitors if the IP will collect, store, or process personal information and include the IP's contact details, the purposes for collecting and processing personal information, how long it will be kept and how the visitor may, at any time, request that their personal information is no longer used.

6.9 Lead Generation Service Providers

IPs 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 IP intends to contact the identified lead. It is the IPs 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 Lead Generation services, the actions or omissions of the vendor or service provider will be considered actions or omissions of the IP for purposes of compliance with the Rules. IPs are prohibited from selling leads (such as customer data) or earning any compensation directly or indirectly for referrals leading to sales of leads.

6.10 Third Party Associations

The IP understands that any association or services that IP's may choose to join is separate and independent from Juice Plus+. Third Party Associations can entail separate terms, fees and conditions for membership. IP's acknowledge that participation in any such association or its activities is entirely optional, is not necessary or essential to success of a Juice Plus+ business, and that same should not be presented to other IPs as a necessary condition of training assistance from or involvement with sponsors or upline leaders. Moreover, IPs should never publicly promote the vendor or producer of such services or materials in association with Juice Plus+.

6.11 Retail Establishments

Juice Plus+ strongly encourages the promotion and sale of its products through consumer-to-consumer 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 IPs are not allowed to sell products through retail establishments. IPs, with the prior consent of the retail establishment, may place official company produced promotional materials within the establishment.

6.12 Online Market Places and Auction Sites

Sales of Juice Plus+ products on the Internet shall be done exclusively through the official Juice Plus+ e-commerce platforms. Therefore, IPs 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, IPs must successfully meet product sales requirements that are fully defined in the Juice Plus+ Compensation Plan, which can be found on their **MyJuicePlus.com** website.

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

IPs 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 IPs and adjust qualifications as necessary.

7.3 Qualification Buying Prohibited

Products are intended to be sold and distributed to customers or used for IPs' 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 Applicant Agreement by such individuals
- b) Enrolment or attempted enrolment of nonexistent individuals as IPs or Customers
- c) Paying for or providing financial assistance to IPs or Customers for the purpose of pay-outs

- d) Violating Rule 3.3
- e) Purchasing Juice Plus+ products on behalf of another IP, or under another IP#
- f) Purchasing more products than a IP 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 Juice Plus+ Independent Partner Agreement.

8. PRODUCT SALES

8.1 Sales to Customers

- a) IPs may only sell and distribute Juice Plus+ products to end customers
- b) IPs may not sell or otherwise provide Juice Plus+ products to non-IPs for the purposes of resale, nor may not sell to a non-IP 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. IPs may not pay for orders in a customer's name or in the name of another IP. Attempts to purchase products in a customer's or IPs name could be interpreted as attempts to improperly advance in the Compensation Plan.

8.3 Modifications to Labels and Packaging

It is prohibited to delete, add, modify, tamper with, or alter any labels, literature, material, or packaging of Juice Plus+ products.

8.4 Personal Use

IPs 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 IP.

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. IPs must ensure that the customer refund guarantee is thoroughly and properly understood and applied. When a customer requests the guarantee to be honoured, the IP must respond quickly and redirect the customer to the Juice Plus+ Customer Portal.

9. RESIGNATION, TERMINATION, DISABILITY AND SUCCESSION

9.1 Resignation of an IP

An IP may resign their Juice Plus+ business 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 IP is still deemed to be an IP until terminated by Juice Plus+.

9.2 Termination of an IP

Juice Plus+ may, in its sole and absolute discretion, terminate the Independent Partnership Agreement if an IP violates the Rules of Operation & Conduct.

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

A terminated Juice Plus+ Independent Partner may no longer:

- a) Conduct business as a Juice Plus+ IP
- b) Represent themselves as a Juice Plus+ IP
- 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 an IP.

9.3 Non-Solicitation

Once an IP reaches the title of Senior Sales Coordinator or higher, in the event that IP should voluntarily or involuntarily leave the Juice Plus+ business, he/she agrees that for a period of one year (12 months) after their departure from The Juice Plus+ Company, they will not directly, or indirectly, encourage, solicit, or otherwise attempt to recruit or persuade any other Juice Plus+ IP to engage in any other direct sales program using a multi-level or networking structure. Should Juice Plus+ be forced to seek injunctive relief to enforce this rule, the IP in violation will pay all legal fees that The Juice Plus+ Company may incur.

During any term of this IP Agreement and for a period of one year after the resignation or termination for any reason whatsoever of the contractual agreement between an IP and The Juice Plus+ Company, the IP shall not, on his or her own behalf, or on behalf of any person, partnership, association, corporation, or other entity:

- a) Directly or indirectly disclose any information contained in any Genealogy or Downline Activity Reports to any third party.
- b) Use the information to compete with Juice Plus+, or for any purpose other than for promoting his or her Juice Plus+ business.
- c) Recruit or solicit any IP or Customer of Juice Plus+ listed on any report, or in any manner attempt to influence or induce any IP or Customer of Juice Plus+ to alter their business relationship with The Juice Plus+ Company.

- d) Use or disclose to any person, partnership, association, corporation, or other entity information contained in any Genealogy or Downline Activity Report.

The foregoing Conflict of Interest provisions shall survive the cancellation or termination of this IP Agreement. Upon demand by The Juice Plus+ Company, any current or former IP will ensure all copies of Genealogy or Downline Activity Reports received are permanently deleted and destroyed.

9.4 Inventory Repurchase

An IP who resigns may return unopened, unused, and resalable products that were purchased from Juice Plus+ within the last 12 months.

Reimbursement to the IP will be issued for the amount returned less appropriate set offs and legal claims.

- e) IPs will be reimbursed 90% of the purchase price.
- f) Product expiration date must still be valid for six (6) months.
- g) Juice Plus+ will deduct all commissions, bonuses, discounts, and other premiums that have been granted for the returned products.

9.5 Period of Inactivity

Any IP who resigns, has been terminated or who relinquishes their Independent Partner Agreement due to non-payment of the Annual Agreement Renewal Fee (**see Rule 3.3**) may apply for new Independent Partner Agreement after the indicated inactivity period of 12 months. However an IP or IP-Plus+ who has not personally sponsored another IP, may apply for a new Juice Plus+ Independent Partner Applicant 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 IP 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.

9.6 Disability (titles QSSC & above)

If an IP in the reasonable business judgement of Juice Plus+ has been rendered incapable of meeting leadership criteria (**see rule 4.3.2**) will become eligible for a disability benefit. Juice Plus+ shall, upon the execution of an appropriate release, compensate any guardianship or estate established on behalf of the disabled partner (see rule 10.5 for benefit calculation). All terms of this additional disability benefit regarding payment are at Juice Plus+'s sole discretion

9.7 Succession

The rights and obligations of an IP are carried out as an individual and in their own name. Accordingly, the contractual relationship ends with the death of the IP. However, upon the death of an IP, the deceased's Juice Plus+ IP Business 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 Juice Plus+ IP Business is not transferred within six calendar months from the date of the IP's death, or if the rightful heir does not complete all of the requirements listed below within such six calendar months' period, the Applicant Agreement shall be terminated. Any commission or bonuses that had accrued on the deceased IP will be passed to the rightful heir. If an IP dies and a legal heir does not contact The Juice Plus+ Company, the IP Applicant Agreement shall be terminated. An inherited Juice Plus+ IP Business may be transferred to the rightful heir, provided the following conditions are fulfilled:

9.7.1 The deceased IP is below SSC

- a) The heir must comply with all the requirements of **Rule 3.1** including the submission of a completed Applicant Agreement
- b) If the heir is an IP, the lineage relationship between the heir's existing IP and the inherited IP must be in the same line
- c) The heir must meet all of the qualifications for the deceased IPs status

9.7.2 The deceased IP is QSSC 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
- d) The heir has submitted to The Juice Plus+ Company a completed Applicant Agreement

Juice Plus+ may require the heir to fully re-qualify at each of the Qualifying Senior Sales Coordinator (QSSC), 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, PMD Plus+ level.

9.7.3 Estate Settlements

In the event of no eligible heir, The Juice Plus+ Company in recognition of services provided and as an additional benefit to IPs, will pay any heir or estate established on the IP's behalf, and amount equal to 6 months - up to 24 months of average monthly performance bonus earnings for the six

(6) month period immediately prior to their death, depending upon the title of the deceased IP.

Estate Payment Allowances

Qualifying Senior Sales Coordinator (QSSC)6 months

Senior Sales Coordinator (SSC)12 months

Qualifying National Marketing Director (QNMD)18 months

National Marketing Director (NMD)24 months

International Marketing Director (IMD)24 months

Executive Marketing Director (EMD)24 months

Presidential Marketing Director (PMD)24 months

Presidential Marketing Director+ (PMD+).....24 months

Juice Plus+ may elect to pay this in a lump sum or in installments, not to exceed (36) months. This does not become valid if the IP dies without any heir, neither designated nor at law. All terms of this additional benefit regarding designated heir and payment are at Juice Plus+'s sole discretion.

Following any such extraordinary action and payment by Juice Plus+, the company shall retain any leadership position until such time as it has recovered the amount paid plus an additional ten percent (10%) for administrative costs. Thereafter, Juice Plus+ will retain and/or dispose of the position at its discretion.

9.8 Roll-Up

Upon the termination of the Independent Partner Agreement, the Customers and Genealogy (downline) structure of the IP will be transferred to the next up-line level above them. The Juice Plus+ Company reserves the right: not to roll up an IP's business, or delay a roll-up in contested cases, or 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 of Operation & Conduct.

10. ENFORCEMENT PROCEDURE

The Juice Plus+ Rules of Operation & Conduct are in place to protect Juice Plus+ and its IPs and provide standards by which IPs will perform their activities in protecting and promoting Juice Plus+'s values and integrity. Since each IP contributes to the overall reputation of Juice Plus+, it is critically important that each IP 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 IPs and negatively influence the opinion of regulators, the media, or the public about Juice Plus+, its products and IPs. Therefore, any IP who violates any of the provisions of the Rules shall be subject to appropriate disciplinary action, including, when appropriate, termination of the Independent Partner agreement.

The Enforcement Procedure sets out the steps and actions that will be taken in response to alleged misconduct or violations of the Rules by Juice Plus+ Independent Partners (IPs).

10.1 Reports of Alleged Violations

IPs 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 Juice Plus+ 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 IP who is the subject of the complaint to permit the IP an opportunity to respond. In certain circumstances, it may be necessary to place restrictions on a IP while an inquiry is in process. Restrictions may include a prohibition from attending Juice Plus+ events and or a suspension or denial of purchasing products or payment of Commissions or Bonuses or the right to represent themselves as a Juice Plus+ IP.

10.3 Disciplinary Decision

The Company will principally attempt to counsel and educate the Juice Plus+ IP 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 IP to take immediate corrective measures, including but not limited to cease and desist of actions
- c) Suspension of all IP rights and privileges; when an IP is suspended the IP may temporarily be prohibited from placing orders, registering for corporate events, obtaining other IP rewards, and locked out from using **MyJuicePlus.com**
- 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 IPs Incentive Bonuses and/or Monthly Commissions and Bonuses payment
- g) Any other measure expressly allowed within any provision of the IP Agreement or which The Juice Plus+ Company deems practicable

to implement and appropriate to equitably resolve damages caused by the IPs Rules violation

- h) In cases of infringement against the Rule restructure any downline genealogy as it deems appropriate.

In the event a Juice Plus+ IP is terminated for disciplinary reasons; the IP will not be entitled to recover any commissions and bonuses withheld during the investigation period. If Juice Plus+ concludes that other IPs assisted, encouraged or were party to the violations, Juice Plus+ also may hold such IPs responsible for the violations.

10.4 Business Custody

Juice Plus+ reserves the right in such extraordinary cases to take custody and control of any business to manage it in a manner that preserves and protects the interests of the Juice Plus+ business as a whole and all other active IPs in the organization that may be affected.

10.5 Business Buyout

Disciplinary inquiries could require the sale of a IP's Juice Plus+ business back to the company. In such cases, Juice Plus+ shall pay an amount between six (6) and eighteen (18) months of average monthly performance bonus earnings for the six (6) month period immediately prior to the settlement of the case. Payment amount depends on the IP's current business title. See below:

Buyout Payment Allowances

QSSC6 months

SSC9 months

QNMD12 months

NMD15 months

IMD, EMD, PMD, & PMD+18 months

Juice Plus+ may elect to pay this in a lump sum or installments, not to exceed (36) months. All terms regarding this benefit are at Juice Plus+'s sole discretion.

Following any such extraordinary action and payment by Juice Plus+, the company shall retain any leadership position until such time as it has recovered the amount paid plus an additional ten percent (10%) for administrative costs. Thereafter, Juice Plus+ will retain and /or dispose of the position at its discretion.

11. MISCELLANEOUS

11.1 Rules Modifications

Juice Plus+ expressly reserves the right to make any modifications to the Juice Plus+ Rules of Operation & Conduct by publication on the official Juice Plus+ websites or any other channels of communication. The IP agrees that after such

publication, any modification becomes effective and is automatically incorporated into the Applicant Agreement between the IP and The Juice Plus+ Company as an effective and binding provision. By continuing to act as a IP, engaging in any Business Activity, or accepting any Commission or Bonus after the modifications have become effective, the IP acknowledges acceptance of the updated Rules.

11.2 Damages

To the fullest extent allowed by applicable law, neither Juice Plus+ nor the IP 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 Juice Plus+ Rules of Operation & Conduct, 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

Juice Plus+ IP 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 IPs breach of the Rules or the conduct of IPs Juice Plus+ Business. Juice Plus+ may, among other things, offset amounts it owes to a IP to satisfy any obligations arising under this indemnity.

11.6 Claims between IPs

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