

Michael H. Orcutt (No. 025668)  
E-mail: [mho@jhkmlaw.com](mailto:mho@jhkmlaw.com)  
**JENNINGS HAUG KELEHER MCLEOD LLP**  
2800 N. Central Avenue, Suite 1800  
Phoenix, Arizona 85004-1049  
Telephone: 602-234-7800  
Facsimile: 602-277-5595  
AZTurboCourt E-service and  
Court Documents: [docket@jhkmlaw.com](mailto:docket@jhkmlaw.com)

Scott Wellman (*Pro Hac Vice Pending*)  
Chris Wellman (*Pro Hac Vice Pending*)  
**WELLMAN & WARREN LLP**  
24411 Ridge Route, Suite 200  
Laguna Hills, CA 92653  
Tel: (949) 580-3737  
Fax: (949) 580-3738  
[swellman@w-wlaw.com](mailto:swellman@w-wlaw.com)  
[cwellman@w-wlaw.com](mailto:cwellman@w-wlaw.com)

*Attorneys for Plaintiff*

**THE UNITED STATES DISTRICT COURT**  
**DISTRICT OF ARIZONA**

Jay Bennett, an individual, Siv Bennett, an individual, Kesha Marketing INC., a Nevada S-Corporation,  
Plaintiff,  
vs.

Isagenix International, LLC, an Arizona Limited Liability Corporation,  
Defendants.

CASE NO.:

**DECLARATION OF JAY BENNETT  
IN SUPPORT OF TEMPORARY  
RESTRAINING ORDER**

Judge:

I, Jay Bennett, hereby declare:

1. I am a resident of Nevada and over the age of eighteen. I have personal knowledge of all facts stated herein, and if called as a witness I could and would competently testify to each of the facts set forth below.

**The IIAA and Amended IIAA**

2. My wife, Siv Bennett, and I first enrolled with Isagenix as Associates on March 29, 2002. When we enrolled, accepted an Isagenix Independent Associate Agreement (“IIAA”) which incorporated the Isagenix Compensation Plan, Isagenix Policies and Procedures, and Isagenix Terms and Conditions.
3. The IIAA renews each year, on or by the anniversary of my enrollment, March 29.
4. The IIAA stated that my Isagenix business could only be terminated “for cause.” It did not give Isagenix the sole discretion to terminate or suspend my business absent a material violation of the contract.
5. I have not been notified of, nor have I agreed to, any changes or additions to the terms or provision of the IIAA I entered in 2002. As such, I was not notified of the changes included in the IIAA that went into effect in March 2023 (the “Amended IIAA”). I have attached a true and correct copy of the Policies & Procedures that were incorporated into the Amended IIAA as “**Exhibit A.**”
6. Section 3.4 of the Policies and Procedures, incorporated in the Amended IIAA, states “Isagenix may, at its reasonable discretion, elect not to renew your Associate Contract. Isagenix will notify you of its intent not to renew on or before the anniversary of your enrollment.” I was not notified of this amendment at any time during my relationship with Isagenix until, as discussed below, my termination date May 25, 2023.

1 7. Section 2.9 of the Amended IIAA states “Automatic Renewal Charge. As a  
2 convenience, if you place an order with your personal credit card, within ninety (90)  
3 days before your renewal date, Isagenix will automatically renew your IIAA by  
4 charging the applicable renewal fee (plus any applicable tax) to the same credit card,  
5 provided it is your current method of payment on file at the time the fee is charged.”  
6

7  
8 **Isagenix and Associate’s Downlines**

9 8. Isagenix is a multi-level marketing (“MLM”) company that sells dietary supplements  
10 and other health and wellness products, such as weight loss bars and shakes.  
11

12 9. Like other MLM businesses, Isagenix sells its products through a network of  
13 independent contractors known as “Associates,” who are remunerated pursuant to a  
14 “Compensation Plan,” which provides for a structured series of rankings,  
15 commissions, and bonuses based upon their sales volumes and the sales of  
16 Associates placed beneath them. Each Associate is its own independent business and  
17 responsible for its own business expenses and taxes.  
18

19 10. Associates recruit other Associates to become part of their selling organization.  
20 Those Associates then recruit other Associates, thereby creating many levels beneath  
21 the initial Associate. The selling organization beneath a particular Associate is  
22 commonly referred to as that Associate’s “downline” or “downline organization.”  
23 The downline may also be referred to as a “genealogy.” The Associates builds and  
24 supports its downline.  
25

26 11. Downline organizations are valuable assets and are considered the Associate’s  
27 business. The volume and strength of an Associate’s downline determines how much  
28

1 residual income the Associate makes. Residual income is the percentage of the  
2 commission due to the upline Associate. So, as long as my downline continues to  
3 generate revenue and sell products, I am entitled to a percentage of the commissions.  
4

5 12. Associates manage and communicate with their downlines, place orders, and  
6 supervise their business through an online portal called the “Backoffice.”  
7

### 8 The MLM Promise

9 13. Isagenix lures Associates to enroll with the company through the offer of what I call,  
10 the “MLM Promise.” The MLM Promise is a representation that if an Associate  
11 works hard to build his or her downline, then after a few years, the Associate can sit  
12 back and enjoy a care-free lifestyle by living off the “residual income” generated by  
13 his or her downline organization.  
14

15 14. From March of 2002 to May of 2023, Isagenix continually reaffirmed the MLM  
16 Promise of residual income. In exchange for Isagenix promises of residual income, I  
17 continued to build my downlines and ensure the success of my Positions.  
18

19 15. Isagenix promises residual income through its marketing and recruitment materials.  
20 A true and correct copy of one of Isagenix’s recruitment pamphlets, which explains  
21 the compensation plans, is attached hereto as “**Exhibit B.**”  
22

23 16. An additional example of Isagenix’s promise of residual income is an Isagenix  
24 promotional videos entitled, “Business of the Future” and “Experience Isagenix.” A  
25 true and correct screenshot of the video “Business of the Future” is attached hereto  
26 as “**Exhibit C**” and a true and correct screenshot of the video “Experience Isagenix”  
27 is attached hereto as “**Exhibit F.**”  
28



1 17. A further example of Isagenix's representation of residual income is included in an  
2 email from Kathy Coover, former Isagenix CEO, that I received on March 22, 2002,  
3 just prior to my enrollment. A true and correct copy of the email is attached hereto as  
4 "Exhibit D." The email closing lines read, "If your [sic] looking for a long term  
5 stable home that will support you and your dreams for the rest of your life...You've  
6 found it!!" Based on the email's promise of residual income, I enrolled with Isagenix  
7 exactly one week later.  
8

9  
10 **My Isagenix Business**

11  
12 18. For the past twenty years, my Isagenix business has been my exclusive career, and  
13 sole source of income. All my professional time and resources went into my Isagenix  
14 business, in large part because of Isagenix's repeated promises of residual income.

15 19. My wife and I formed an s-corporation, Kesha Marketing Inc., for purposes of our  
16 Isagenix business. The recipient of the 1099 Form as well as the tax identification  
17 number associated with our positions is Kesha Marketing Inc., however all Isagenix  
18 public recognition and commission deposits related to our Positions are under the  
19 name Jay Bennett.  
20

21 20. An individual enrolls with Isagenix as an Associate and can graduate to higher ranks  
22 upon meeting certain sales and recruitment thresholds. Associate is the lowest rank,  
23 followed by Director, Manager, and Executive. If an Executive reaches additional  
24 sales and recruitment threshold, they graduate to One-Star Executive, Two-Star  
25 Executive, et. cetera.  
26  
27  
28

1 21. Over my twenty years at Isagenix, I was the highest ranked Associate at Isagenix,  
2 earning the rank 25-star Executive.

3 22. Due to my dedication to my Isagenix business, I have earned a reputation as a  
4 motivated, successful leader. It was always my understanding that I would continue  
5 to earn residual income from the business that I built as long as the downline  
6 continues to produce volume and I am in good standing with the company. Indeed,  
7 that was the terms of my agreement with Isagenix.  
8  
9

10 **The Termination Letter**

11 23. However, on May 25, 2023, my wife and I received a letter from Isagenix General  
12 Counsel (the "Letter"). A true and correct copy of the Letter is attached hereto as  
13 "Exhibit E."  
14

15 24. The Letter stated that, pursuant to Section 3.4 of the Amended IIAA, Isagenix  
16 intended not to renew our contract. The Letter further stated that our Positions and  
17 accounts would be terminated according to the dates indicated in the letter. The  
18 Letter did not provide a reason for termination but asserted that Isagenix had  
19 discretionary authority under Section 3.4 to terminate our contract.  
20

21 25. My wife and I held four joint Positions, one Primary Position and three Re-Entry  
22 Positions. These positions were all approved by Isagenix.  
23

24 26. The Letter stated our Primary Position, and one Re-Entry Position would expire on  
25 June 17, 2023, and our other two Re-Entry Positions would expire on June 23, 2023,  
26 and June 1, 2023, respectively.  
27  
28

1 27. The same day I received the Letter, I was locked out of my Backoffice, and therefore  
2 unable to manage and operate my business, place product orders, or interact with  
3 customers.  
4

5 28. The success and viability of any MLM business is dependent on access to the  
6 Backoffice. Without having access, I am unable to monitor my business, provide  
7 training to my downline members, and create orders for customers. In my opinion  
8 and experience in the MLM industry, if I am denied access to my Backoffice for an  
9 extended period of time, my downline will be destroyed. The MLM industry is a  
10 relationship-based business. Downline members rely on their upline leader to  
11 provide mentorship, leadership, and training. As a result, when a leader, like me,  
12 leaves an MLM company, it causes a disruption in the downline, thereby leading to  
13 an exodus of downline members to other companies. Associates will interpret my  
14 absence as a foreshadowing of departure and leave the company. Alternatively,  
15 Isagenix is likely to break up and redistribute my downline amongst other Positions.  
16 If this happens, my business will no longer exist.  
17

18 29. Since May 25, 2023, Isagenix has withheld payments of my residual income, which  
19 was already earned on my customers. For the past twenty-one years, I have fully  
20 qualified every thirty days for personal volume orders. During this time, my residual  
21 income was paid on a weekly basis.  
22

23 30. To date, I am still unable to access my Backoffice, which means I cannot place  
24 orders, renew my IIAA manually, or supervise my downline.  
25  
26  
27  
28

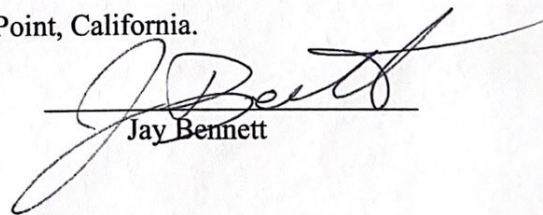
1 31. MLM companies have been the focus of my career for over forty years. Before  
2 enrolling with Isagenix, I was an Associate for multiple network marketing  
3 companies for an additional 19 years. It took twenty-one years of hard work and  
4 focus to build my Isagenix business.  
5

6 32. I am now 65 years old, nearing the age at which I hoped to retire. It is my honest  
7 belief that it would be impossible for me to rebuild my business to the point of  
8 financial security from the ground up.  
9

10 33. Even if I did attempt to rebuild an entire network marketing business, the non-  
11 solicitation provision contained in the IIAA would forbid me from utilizing the  
12 resources, contacts, and friends that grew my Isagenix business to the point of  
13 financial success. Put simply, with these restrictions, I would have to start from  
14 scratch without any ability to speak with persons I brought to Isagenix, which would  
15 include my friends, family, and colleagues. If this happens, my forty years of hard  
16 work would be for naught.  
17

18  
19 I declare under penalty of perjury under the laws of the United States that the foregoing  
20 is true and correct.

21 Executed this 9<sup>th</sup> day of June 2023, in Dana Point, California.  
22

23   
24 Jay Bennett  
25  
26  
27  
28

# EXHIBIT A





# ISAGENIX INTERNATIONAL, LLC POLICIES AND PROCEDURES

Isagenix Independent Associate Policies and Procedures (United States and Puerto Rico)

Update: March 2023

## TABLE OF CONTENTS

### SECTION 1. CODE OF ETHICS

- 1.1 As an Isagenix Independent Associate, I will .....2
- 1.2 As an Isagenix Independent Associate, I will NOT .....2

### SECTION 2. YOUR RELATIONSHIP WITH ISAGENIX

- 2.1 Becoming an Isagenix Independent Associate.....2
- 2.2 Accurate Information.....3
- 2.3 No More than One Position.....3
- 2.4 Spouses .....3
- 2.5 Re-Entry Positions .....3
- 2.6 Other Special Programs .....3
- 2.7 Business Entities and Trusts.....4
- 2.8 Independent Contractor.....4
- 2.9 Annual Renewal.....4
- 2.10 Becoming an International Sponsor .....4

### SECTION 3. UNDERSTANDING YOUR ISAGENIX POSITION

- 3.1 Placement of Your Isagenix Position .....5
- 3.2 Change of Sponsorship or Placement .....5
- 3.3 Modifying or Selling Your Position.....5
- 3.4 Voluntary Cancellation of Your Associate Contract.....5
- 3.5 Reenrolling After Cancellation; Eligibility .....5
- 3.6 Divorce.....6
- 3.7 Succession.....7

### SECTION 4. ISAGENIX PRODUCTS

- 4.1 Purchasing Isagenix Products.....7
- 4.2 No Inventory Loading.....7
- 4.3 Payments and Payment Authorization.....7
- 4.4 Autoship Program.....7
- 4.5 Resale of Products.....8
- 4.6 Sales Tax.....8
- 4.7 Product Satisfaction Guarantee .....9
- 4.8 Buy-Back (repurchase) Policy .....9

### SECTION 5. PROTECTING YOUR BUSINESS

- 5.1 Out-of-Market Sales .....9
- 5.2 Confidential Information.....9
- 5.3 Non-Solicitation.....10
- 5.4 Changing Marketing Organizations.....10
- 5.5 Anti-Manipulation.....11
- 5.6 Income Claims.....11
- 5.7 Product and Weight Loss Claims .....12

- 5.8 Military Base Restrictions.....12
- 5.9 Media Interviews and Inquiries.....12
- 5.10 Non-Solicitation of Isagenix Employees .....12

### SECTION 6. TRADEMARKS, ADVERTISING AND INTERNET USAGE

- 6.1 Isagenix Trademarks, Copyrighted Materials, and  
other Intellectual Property.....12
- 6.2 Advertising .....13
- 6.3 Internet Usage and Social Media.....13
- 6.4 Repackaging and Relabeling Prohibited .....13

### SECTION 7. ENFORCEMENT OF POLICIES

- 7.1 Remedies. ....14
- 7.2 Field Relations Board .....14

### SECTION 8. AMENDMENTS.....14

### SECTION 9. GENERAL PROVISIONS

- 9.1 Scope, Applicability and Interpretation.....15
- 9.2 Compensation Plan and Guidance Documents  
Incorporated By Reference.....15
- 9.3 Consent to Use of Personal Information.....15
- 9.4 Reporting and Resolving Errors.....15
- 9.5 Waiver.....15
- 9.6 Indemnification .....15
- 9.7 Exclusion of Damages .....16
- 9.8 Severability and Judicial Modification.....16
- 9.9 Survival of Terms.....16
- 9.10 Arbitration and Governing Law.....16

### SECTION 10. GLOSSARY .....17

## SECTION 1. CODE OF ETHICS

### **1.1 As an Isagenix Independent Associate, I will:**

- conduct myself and my business in a professional, ethical, moral, and legal manner, always being respectful of each and every person I meet,
- represent Isagenix products and the Isagenix income opportunity truthfully and accurately,
- provide ongoing support and active encouragement to others, both within and outside of my own organization,
- honor my obligation to protect Isagenix's confidential information, including the contact information of others,
- abide by all of the Isagenix Policies and Procedures, as currently in effect and as may be amended by Isagenix from time to time, and
- comply with reasonable requests for information and documentation from Isagenix.

### **1.2 As an Isagenix Independent Associate, I will NOT:**

- engage in any activity that would reflect poorly on Isagenix or me, including but not limited to any deceptive, misrepresentative, unlawful, or unethical business or recruiting practice, using any high-pressure recruiting or selling technique, or making any unlawful, unauthorized or exaggerated claim about Isagenix products or the Isagenix income opportunity,
- entice or encourage any existing person or business to join my team from another team under any circumstance, directly or indirectly,
- attempt to gain any advantage over any other Associate by claiming or implying that I am able to obtain any special treatment from Isagenix,
- disparage Isagenix or its products, Compensation Plan, management team, employees, affiliates, Customers, Brand Partners or other Associates, or the competition or their products, compensation plans, management teams, employees, affiliates, or independent distributors,
- attempt to manipulate the Isagenix Compensation Plan in any way, including but not limited to enrolling any person as a Customer, Brand Partner or Associate who has little or no interest in Isagenix, primarily to qualify for a bonus or other compensation, or by enrolling or encouraging others to enroll with multiple Positions and/or selling Isagenix products through unauthorized channels,
- attempt in any way, directly or indirectly, to violate or circumvent the Isagenix Policies and Procedures and other agreements, guidelines, laws and policies that apply to me, or
- accuse another Associate of misconduct absent reasonable grounds to do so as well as willingness to provide such supporting evidence and sworn statements as Isagenix may reasonably request.

## SECTION 2. YOUR RELATIONSHIP WITH ISAGENIX

As used in these Policies and Procedures, the terms "you", "your", and "Associate" refer to Isagenix Independent Associates, individually or collectively, depending on the context.

### **2.1 Becoming an Isagenix Independent Associate.**

To be eligible to become an Isagenix Independent Associate, you must: (a) be legally competent and of legal age (at least 18 years old or age of majority) to enter into a binding contract in the jurisdiction in which you reside; (b) be a citizen or taxpaying resident of, with a legal right to work and earn compensation in, a country in which Isagenix is officially open for business; (c) submit a complete, legible, unaltered, and valid Isagenix Independent Associate Application and Agreement ("IAAA"), that includes valid and accurate personal contact information; (d) review and, as appropriate, complete all required materials and documents, including the Isagenix Privacy Policy as found on Isagenix.com, the Isagenix Policies & Procedures ("Policy" or "Policies"), the Isagenix Team Compensation Plan ("Compensation Plan"), and the Isagenix Earnings Disclosure Statement, and review and complete any training materials and/or programs as may be required by Isagenix; (e) pay a Membership Fee; (f) provide a valid personal tax identification number (TIN) to Isagenix; and (g) not currently hold or previously held any interest in an Isagenix Position (directly or indirectly through a family member, business entity or otherwise) unless you have met the reenrollment criteria in Policy 3.5. Isagenix will not be responsible for any delay, loss

or forfeiture of any payments held pending completion of the application and enrollment process or receipt of required information or a valid TIN. By becoming an Associate, and each time you receive and accept Compensation, you agree to abide by the then most current terms and conditions of the IAAA, the Policies, the Compensation Plan, the applicable Isagenix Guidance Documents, and other applicable policies, agreements or obligations.

A Customer may apply to become an Associate at any time. If a Preferred Customer elects to convert to Associate within 24 months after his/her Customer enrollment date, the Customer will retain his/her current Position with the original Enrolling Sponsor. If a Preferred Customer elects to become an Associate more than 24 months after his/her Customer enrollment date, he/she may enroll at the bottom of his/her current leg with his/her current Enrolling Sponsor. If a Preferred Customer desires to enroll with a different Enrolling Sponsor, the Customer must comply with the requirements of Policy 3.5 and will be assigned a new Position.

## **2.2 Accurate Information.**

You may not enroll or help anyone else enroll with false, inaccurate, fabricated, misleading, or incomplete information. It is your responsibility to inform Isagenix of any changes to your contact or other personal information. Isagenix will not be responsible for delays and possible loss or forfeiture of Compensation that would otherwise be payable to individuals who have provided false, inaccurate, fabricated, misleading, or incomplete information. Isagenix reserves the right to void or delay any enrollment, including voiding pending orders and payments, pending validation of account information. Isagenix may terminate any Position that is being operated by any person other than the person(s) named on the IAAA or related Isagenix account.

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

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

## **2.4 Spouses.**

Spouses may hold separate Positions, provided that they are in the same Line of Sponsorship and one spouse directly sponsors the other (except in cases where each spouse owned a Position prior to being married). Each spouse agrees that the actions of one spouse may be attributed to the other spouse and may result in corrective action against both spouses.

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

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

## **2.6 Other Special Programs.**

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



## 2.7 Business Entities and Trusts.

After your enrollment as an Associate, you may request to operate your Position as:

- a. a business of which you are the authorized representative and such entity is in good standing in the state, province, territory, or country of incorporation, or
- b. a trust that is established in accordance with Isagenix requirements.

You may make such requests by providing a written request to Isagenix. The request must include: (1) a valid employer identification number ("EIN"); (2) your own valid government-issued tax identification number; and (3) any information requested by Isagenix to verify the existence, ownership, and good standing of the business or trust and your authority to bind the entity to the satisfaction of Isagenix. Even if you successfully add an entity to your Account, ultimate ownership of and responsibility for the Account will remain with you. Isagenix may refuse any request or application or terminate any trust or entity account at its sole discretion.

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

## 2.8 Independent Contractor.

Isagenix Independent Associates, in whatever form, are independent contractors. You acknowledge and agree that you are not an agent, employee, legal representative, or franchisee of Isagenix, your Sponsor(s), or any other Associate. You further understand and agree that you will not be treated as an employee for federal or state tax purposes, and will not be treated as an employee for purposes of the Federal Unemployment Act, Insurance Contributions Act or Social Security Act, or any state unemployment laws, state employment security laws, or any state workers compensation laws. You understand and agree that you are responsible for and will pay all federal and state taxes, including income taxes, self-employment taxes, sales taxes, local taxes, and/or local license fees that apply to your activities and compensation received under the Associate Contract. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products and services available through and by Isagenix on your own accord. You have complete freedom in determining the number of hours you will devote to your business, and you have the sole discretion of scheduling such hours. Isagenix will not provide you with a place of business, and if you desire a place of business, you will be responsible for procuring, furnishing, equipping, and paying for such place of business. As a self-employed independent contractor, you are also responsible for complying with applicable federal, state, provincial, or local business licensing requirements.

## 2.9 Annual Renewal.

You must renew your IAAA annually by paying the applicable renewal fee, plus any applicable taxes, by the anniversary date of your enrollment (Renewal Date). If you fail to renew by the Renewal Date, whether intentionally or not, you may forfeit your Position, compensation and other benefits associated with your membership. **Automatic Renewal Charge:** As a convenience, if you place an order with your personal credit card within ninety (90) days before your renewal date, Isagenix will automatically renew your IAAA by charging the applicable renewal fee (plus any applicable tax) to the same credit card, provided it is your current method of payment on file at the time the fee is charged. Renewal fees will be charged approximately 5-7 days prior to your Renewal Date. If you do not wish to participate in this automatic renewal, you may opt out by contacting Customer Care at (877) 877-8111. (Renewal fees are subject to change upon prior notice to you. You will have the opportunity to terminate your IAAA before any such fee change takes effect.)

## 2.10 Becoming an International Sponsor.

If you wish to enroll Associates, Brand Partners or Customers outside your Home Region and earn compensation based on the sale of Isagenix products in those Regions, you must become an Associate with International Sponsorship by submitting a fully completed and executed International Sponsorship Application and Agreement ("ISAA") and paying the applicable application fee, which must be paid upon submission and each year after. If you choose to become an Associate with International Sponsorship, you must abide by the ISAA, the Policies and Procedures, the IAAA, the Compensation Plan, and the laws and regulations applicable to each country in which you operate.

## SECTION 3. UNDERSTANDING YOUR ISAGENIX POSITION

### 3.1 Placement of Your Isagenix Position.

When you become an Associate, you will occupy a Position in your Enrolling Sponsor's Team Placement Tree in accordance with the Compensation Plan. The person who enrolled you with Isagenix is your Enrolling Sponsor; the person who occupies the Position immediately above you is your Placement Sponsor (the Enrolling Sponsor and the Placement Sponsor may be the same person). Isagenix will generally recognize the Enrolling Sponsor and Placement Sponsor designated on your IAAA, but may redesignate either Sponsor in its reasonable discretion. (Although Brand Partners and Preferred Customers are also assigned Positions in the applicable Marketing Organization for tracking purposes, they do not have any Business Center and are not eligible to earn Compensation under the Team Compensation Plan unless they become Associates.)

### 3.2 Change of Sponsorship or Placement.

To protect the integrity of the Compensation Plan and to discourage unethical cross-recruiting practices, Isagenix does not allow sponsorship or placement changes, except in very limited, unique and unusual circumstances. Any request to change sponsorship or placement must be made in writing and sent directly to Isagenix via email to [Placements@isagenixcorp.com](mailto:Placements@isagenixcorp.com). The request may be granted or denied at Isagenix's sole discretion.

### 3.3 Modifying or Selling Your Position.

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

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

### 3.4 Voluntary Cancellation of Your Associate Contract.

You may cancel your Associate Contract, including your Position, in any one of the following ways: (a) at any time by signing and submitting a written request to Isagenix, (b) by failing or choosing not to pay your annual renewal fee when it is due, or (c) by failing or choosing not to engage in any Business Building Activity for six consecutive months or longer. Once your Associate Contract/Position has been cancelled, you may not reenroll or have a financial interest in another Position except in accordance with the reenrollment policy as provided in Policy 3.5. Isagenix may, at its reasonable discretion, elect not to renew your Associate Contract. Isagenix will notify you of its intent not to renew on or before the anniversary of your enrollment.

### 3.5 Reenrolling After Cancellation; Eligibility.

To protect the integrity of each Isagenix Position, no person who currently holds or has held an interest in a terminated or canceled Position may reenroll unless they meet the requirements of this Policy 3.5.

Requests for reenrollment are subject to the following rules and waiting periods:

- Preferred Customers may reapply six months after the date of their most recent Qualifying Activity.
- Associates who have never earned Compensation or who have earned Compensation totaling less than \$500 from

Isagenix over the 12-month period immediately preceding their last Qualifying Activity may reapply six months after the date of their last Qualifying Activity.

- Associates who have earned Compensation totaling \$500 or more from Isagenix over the 12-month period immediately preceding their last Qualifying Activity may reapply 12 months after the date of their last Qualifying Activity.
- Brand Partners who have never earned a commission or who have earned commissions totaling less than \$500 from Isagenix over the 12-month period immediately preceding their last commission payment may reapply six months after the date of their last commission payment.
- Brand Partners who have never earned a commission or who have earned commissions totaling \$500 or more from Isagenix over the 12-month period immediately preceding their last commission payment may reapply 12 months after the date of their last commission payment.
- By re-enrolling in a new Position, you give up all rights to your old Position.
- After notifying Isagenix of your intention to re-enroll, you may continue ordering Isagenix products without said orders being deemed as a Qualifying Activity. However, no Compensation may be paid or other Qualifying Activity may occur without triggering a restart of the designated wait-out period.

For purposes of this provision, a Qualifying Activity is defined as any one of the following: placing an Isagenix product order of one (1) BV or more, earning a commission or receiving any form of Compensation, attending an incentive trip, enrolling a Member or Brand Partner or providing a new Customer referral, or engaging in any solicitation or prospecting activity.

Anyone found trying to circumvent this policy in any way, including (1) attempts to enroll within another Marketing Organization prior to the approved reenrollment date, (2) enrolling under a business entity or a different name, (3) cooperating with another person to circumvent this policy, (4) working a business for another person, (5) operating a business under the name of a spouse or family member, or (6) engaging in any Qualifying Activity, may be subject to corrective action, up to and including the “resetting” of the wait-out period, disgorgement of any and all Compensation earned in any applicable Position, denial of reenrollment requests, termination of his/her Associate Contract, including any and all Position(s), or any other remedy available under these Policies and Procedures or at law. Anyone who is aware of, or complicit in, efforts to violate or circumvent this policy is subject to the same corrective action.

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

Despite this Policy 3.5, if you elect to wait out and enroll in a new Position, you may not enroll anyone who was in your prior Position’s Marketing Organization, regardless of their applicable wait-out period, except as pre-approved in writing by the Isagenix Field Relations Board. You may not encourage anyone who is already enrolled in Isagenix, whether as a Customer, Brand Partner, or Associate, to cancel his or her Position or move to another Marketing Organization, even if you tell him or her to do so in accordance with this policy, and even if you had previously enrolled that person.

Isagenix may, at its sole discretion, refuse any reenrollment request for any reason, even if the applicant has complied with the specified wait-out periods and taken all other steps necessary for reenrollment.

Although Isagenix permits spouses to hold separate Positions, spouses with separate Positions must remain in the same Line of Sponsorship. Therefore, before either spouse can reenroll, both spouses must satisfy the conditions and designated wait-out period(s) applicable to their respective Positions.

### **3.6 Divorce.**

Isagenix will honor a valid divorce decree or settlement agreement with respect to ownership of Positions, provided that the divorce decree, settlement agreement, or other resolution (collectively “Resolution”) does not conflict with the Policies, the Compensation Plan, Guidance Documents, or the Terms and Conditions of the IAAA. Additionally, the rights pertaining to a single Position cannot be divided so as to provide some rights in the Position to one individual and other rights to another; and any Resolution that purports to so divide or separate the Position will cause the Position to automatically terminate as of the date of any such Resolution.

### 3.7 Succession.

Upon the death or legal incapacitation of an Associate, all rights to the Associate's Position may be transferred to a successor as provided in the Associate's will, trust or other testamentary document or as otherwise ordered by a court of competent jurisdiction or other testamentary process, subject to approval by Isagenix. Within six months after an Associate's death or incapacitation, the successor(s) must present legitimate verification of death or incapacitation and proof of their right of succession, such as a grant of probate or an enduring power of attorney. The successor must sign and submit a new IAAA and must, in all respects, qualify to enroll as an Associate and be bound by all current and future terms and conditions set forth in the IAAA, the Policies, Guidance Documents, and Compensation Plan. If the successor is already a Member who holds a Position, Isagenix generally will allow the successor to hold both the successor's original Position and the inherited Position for up to nine months, provided that the successor has appropriately requested to sell or otherwise transfer one of the Positions and such sale or transfer has taken place prior to the expiration of the nine month period. Isagenix may impose additional restrictions and requirements, including maintenance of certain Paid-As Ranks, at its discretion.

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

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

## SECTION 4. ISAGENIX PRODUCTS

### 4.1 Purchasing Isagenix Products.

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

### 4.2 No Inventory Loading.

The Isagenix Compensation Plan is based on sales of Isagenix products to End Consumers. Associates may purchase only that amount of product that will be consumed by the Associate (and the Associate's Immediate Household) or promptly sold to End Consumers. Customers may purchase products only for the Customer's personal use or the personal use of their Immediate Household, and not for resale. Isagenix prohibits any scheme to purchase products or to enroll new Customers, Brand Partners, or Associates, either directly or through others, for the primary purpose of qualifying any Position for any Compensation, Rank advancement, special promotion, contest, or other incentive.

### 4.3 Payments and Payment Authorization.

All orders must be accompanied by proper payment, including all applicable shipping and handling fees and sales taxes. If payment is not made within a timely manner or is reversed or cancelled, you authorize Isagenix to withhold the amount owed from any future Compensation payments.

### 4.4 Subscription Rewards (Autoship) Program.

As a convenience, Members may enroll in Isagenix's optional Subscription Rewards (Autoship) program, depending on market availability, so that Members can automatically receive Isagenix products on a recurring schedule. We may

encourage Associates to enroll in the program to receive best pricing and other unique benefits, but Associates are not required to join in order to participate in the Compensation Plan.

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

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

If you sell any Isagenix products through auction sales, on online auction sites, or through any other unauthorized website or channel, in addition to any other remedies hereunder or available by law, you agree to pay Isagenix five hundred United States dollars (\$500.00) for each unit of Isagenix product in each instance of a prohibited, unauthorized, and/or noncompliant sale. You (1) acknowledge and agree that a breach of such obligations will cause irreparable harm to Isagenix, (2) waive any right to posting of a bond in connection with any injunctive relief that may be sought by Isagenix, and (3) waive any defense to Isagenix's claim to such liquidated damages on the basis that actual damages are unascertainable or that such liquidated damages do not represent a reasonable determination of damages or constitute a penalty.

If you know, or reasonably should have known, that products were sold to a third party for the purposes of resale through unauthorized channels, in addition to any other remedies hereunder or available by law, you agree to pay Isagenix five hundred United States dollars (\$500.00) for each unit of Isagenix product in each instance of a prohibited, unauthorized, and/or noncompliant sale. You (1) acknowledge and agree that a breach of such obligations will cause irreparable harm to Isagenix, (2) waive any right to posting of a bond in connection with any injunctive relief that may be sought by Isagenix, and (3) waive any defense to Isagenix's claim to such liquidated damages on the basis that actual damages are unascertainable or that such liquidated damages do not represent a reasonable determination of damages or constitute a penalty.

#### **4.6 Sales Tax.**

Collection of sales taxes may be required on product sales. Isagenix has voluntarily registered in many states to collect state sales taxes on behalf of Associates and, thus, reduce Associates' compliance requirements. Accordingly, we will collect and remit sales taxes on the behalf of Associates, according to applicable tax rates in the jurisdiction where a product will be shipped. The tax collected is typically calculated as follows: (a) Associate and Customer orders for personal use will be taxed on the Wholesale Price; (b) Associate orders for resale will be taxed on the suggested retail price; (c) Retail Customer orders will be taxed on the actual sales price; and (d) for all orders, the price subject to sales tax will include the shipping charge if the jurisdiction where the products are shipped requires sales tax be charged on this cost. As an independent contractor, you are ultimately responsible for declaring and paying all applicable taxes.

If an Associate has submitted, and Isagenix has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Associate. Exemption from the payment of sales tax is applicable only to orders which are shipped to a jurisdiction for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by Isagenix is not retroactive.



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

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

Isagenix offers a limited 30-day product satisfaction guarantee as set forth in the Isagenix Return and Refund Policy. Please note that when you, as an Independent Associate, sell, deliver or transfer products in person, you are responsible for your customer's satisfaction. If these personal customers are dissatisfied with a product, they must go through you for a replacement product or refund. Once you make the product exchange or refund in accordance with policy, you may obtain a replacement product from Isagenix for the returned product. Terms and conditions apply. Please refer to the Isagenix Return and Refund Policy (which may be found at [Isagenix.com](https://www.isagenix.com)), which is incorporated herein by reference, for details and instructions. You may contact Customer Care at (877) 877-8111 during normal business hours with any questions. BV, QV, and Compensation credited or paid to Associates from the sale of returned product may be charged back and deducted from future payments to those Associates who originally received such.

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

To protect any Associates who have accumulated more Isagenix products than they can sell or use within a reasonable time, Isagenix will buy back, on reasonably commercial terms currently marketable inventory purchased from Isagenix, subject to the terms and conditions of the Isagenix Inventory Buy-Back Policy. All products or materials must be returned to Isagenix with shipping prepaid by the Associate. Additional limitations and conditions apply. Please refer to the Isagenix Buy Back Policy for details. Product returns must be accompanied by the Isagenix International Inventory Buy-Back Request Form. Contact Isagenix via email at [Returns@IsagenixCorp.com](mailto>Returns@IsagenixCorp.com) or by telephone at (877) 877-8111 to request the Form (or ask questions). BV, QV, and Compensation credited or paid to Associates from the sale of returned product may be charged back and deducted from future payments to those Associates who originally received such.

### **SECTION 5. PROTECTING YOUR BUSINESS**

#### **5.1 Out-of-Market Sales.**

Isagenix offers an International Sponsorship program in which you may benefit from sales of Isagenix products outside of your Home Region. However, you may not sell Isagenix products or promote the Isagenix opportunity in countries or territories that have not been officially opened by Isagenix. You also may not sell or promote Isagenix products or literature designed for one jurisdiction, country, or territory in a different jurisdiction, country, or territory. Any violation of this provision could seriously jeopardize or compromise the ability of Isagenix to obtain governmental approval to conduct business in countries where approval is pending or planned. Accordingly, if you violate this or any other applicable policy or the laws of any country, territory, or jurisdiction, whether such violation is direct or indirect, intentional or unintentional, you are subject to corrective action, including without limitation, fines, prohibitions of conducting business in such jurisdictions, and/or the termination of your Position, as deemed appropriate by Isagenix at its sole discretion.

#### **5.2 Confidential Information.**

To assist you in building an Isagenix business, and in reliance on your agreement to the terms of this provision, Isagenix may supply you with, or grant you access to, certain reports and other confidential and/or proprietary information that belongs to Isagenix. This information includes, but is not limited to, marketing plans and strategies, products, purchases, pricing, relationships with vendors and suppliers, and the identities of and contact information for Isagenix Associates, Brand Partners and Customers provided to you in any document or report, and the identities of and contact information for Associates, Brand Partners and Customers with whom you first became acquainted as a result of your relationship with Isagenix, whether or not they are in your Marketing Organization (collectively, "Confidential Information").

To protect your business and the businesses of all Associates, you acknowledge and agree that the Confidential Information belongs to Isagenix and must be kept completely confidential unless otherwise agreed in writing, with respect to particular Confidential Information, by Isagenix. You agree that you will not, directly or indirectly through a third party, use or disclose any Confidential Information for any purpose unrelated to your Isagenix business, whether

during the term of your association with Isagenix or thereafter and that, in the event (but only in the event) Isagenix requests that you do so, you will delete or destroy all Confidential Information in your possession and provide to Isagenix any proof that Isagenix reasonably requests that you have done so. You agree that any third-party information that you, or persons acting within your control or at your invitation or request, commingle with Isagenix's Confidential Information (for example, without limitation, in a social media group) also will be considered Confidential Information for purposes of Isagenix's remedies under these Policies. You acknowledge that Isagenix's Confidential Information is of such character as to render it unique and that disclosure or use thereof in breach of this policy will result in irreparable harm to Isagenix and its Associates and you waive any right to posting of a bond in connection with any injunctive relief that may be sought by Isagenix. You recognize and agree that misuse or disclosure of the Confidential Information cannot be fully compensated through monetary damages. Accordingly, you acknowledge and agree that Isagenix and its Associates will be entitled to injunctive relief to prevent breach of this policy. You further agree that any breach of this provision by you will be deemed opportunistic within the meaning of the Restatement (Third) of Restitution and Unjust Enrichment § 39, entitling Isagenix to the remedies described therein. If any action is taken to enforce this provision or to obtain injunctive relief or obtain monetary relief, the prevailing party shall be awarded its costs and expenses, including reasonable attorneys' fees. You understand and agree that in addition to Isagenix, other Associates may be entitled to seek and obtain injunctive relief and other damages if you violate this provision. You understand and agree that your confidentiality obligations and Isagenix's entitlement to remedies for breach of such obligations will survive the termination or cancellation of your relationship with Isagenix.

### **5.3 Non-Solicitation.**

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

If you violate this Non-Solicitation provision, the Non-Solicitation Period will be extended by one year from the date of your last solicitation. A solicitation includes, regardless of who initiates contact, any direct or indirect attempt to entice or encourage an Associate, Brand Partner or Customer to consider joining or working with or for another network marketing, multi-level marketing, or direct selling company, or any direct or indirect attempt to entice or encourage an Associate, Brand Partner or Customer to consider other business opportunities, goods, or services. A solicitation includes communicating information (including through online and social media postings) about another business opportunity to any Associate, Brand Partner or Customer, to the extent a reasonable person would interpret your communication as an attempt to solicit his or her interest in that business opportunity.

Violation of this provision is grounds for termination of your Position and may also give rise to other claims for unauthorized use or disclosure of Confidential Information. You acknowledge that a breach of this policy will result in irreparable harm to Isagenix and its Associates, and you waive any right to posting of a bond in connection with any injunctive relief that may be sought by Isagenix. You recognize and agree that violations of this policy cannot be fully compensated through monetary damages. Accordingly, you acknowledge and agree that Isagenix and its Associates will be entitled to injunctive relief to prevent breach of this policy. You further agree that any breach of this provision by you will be deemed opportunistic within the meaning of the Restatement (Third) of Restitution and Unjust Enrichment § 39, entitling Isagenix to the remedies described therein. If any action is taken to enforce this policy or to obtain injunctive relief or obtain monetary relief, the prevailing party shall be awarded of its costs and expenses, including reasonable attorneys' fees. You understand and agree that in addition to Isagenix, other Associates may be entitled to seek and obtain injunctive relief and other damages if you violate this provision. You understand and agree that the non-solicitation obligations and Isagenix's entitlement to remedies for breach of such obligations will survive the termination or cancellation of your relationship with Isagenix.

### **5.4 Changing Marketing Organizations.**

To protect the integrity of the Compensation Plan, and to protect the business interests of each Marketing Organization in Isagenix, no Associate, Brand Partner or Preferred Customer, whether current or former, may move to a different

Marketing Organization or change his or her Enrolling Sponsor, except as expressly provided otherwise by these Policies, or in the case of a Brand Partner, the terms and conditions of the Brand Partner Agreement. Specifically, if you wish to resign and later reenroll with a different Enrolling Sponsor or be placed in a different Marketing Organization, you may apply to reenroll after the appropriate wait-out period has passed, as set forth in Policy 3.5. Isagenix may deny reenrollment at its sole discretion.

Any attempt to circumvent this policy, including any attempt to conceal an improper reenrollment (for example, by enrolling under someone else's name or a business entity, submitting false information to Isagenix, or working a business for someone else), is grounds for corrective action against all who had knowledge of or involvement in the improper activity, such as monetary fines and termination of their Position(s).

It is also a violation of your Associate Contract to solicit or encourage any Associate, Brand Partner or Preferred Customer to change Associates/Sponsors. There are various ways this can happen such as direct solicitation or discrediting another Associate in order to encourage someone to resign and reenroll with another Marketing Organization. Soliciting or encouraging another Associate, Brand Partner or Customer to change Marketing Organizations may be deemed a violation of this Provision even if such Associate, Brand Partner or Customer waits out the appropriate amount of time under Policy 3.5.

### 5.5 Anti-Manipulation.

Isagenix encourages Associates to do their best to fairly and honorably maximize their opportunity to earn compensation under the Compensation Plan in a legal and ethical manner. To help foster and maintain fairness and a level playing field for all Associates, any attempt to manipulate the Compensation Plan is strictly prohibited and is grounds for immediate corrective action, such as monetary fines and termination of the involved Position(s). Manipulation includes, but is not limited to the following:

- Fictitious enrollments, including enrollments using false or incomplete contact information or identification, or information that cannot be verified using reasonable efforts. To obtain credit for an enrollment, the Enrolling Sponsor must ensure that his or her enrollee provides genuine and accurate information to Isagenix.
- Gratuitous enrollments, including enrollments of individuals who have little or no interest in Isagenix, other than enrolling as a favor to someone, such as a friend or family member, or in exchange for some other benefit, such as free products or some other consideration.
- Uninformed enrollments, including enrollments of individuals who were not aware of their enrollment, who claim to be involved with Isagenix but who have little or no knowledge about what is going on in their business (indicating that their business is actually being managed by someone else), or individuals who wished to be Customers only and were enrolled as Associates.
- Stacking of enrollments, indicating a coordinated effort where one person or a small group of people strategically place enrollments in a way that benefits, or is intended to benefit, one person or a few people at the expense or to the detriment of others, including the manipulation of IAAA's for the purpose of increasing Compensation payouts or qualifying for Rank Advancements under the Compensation Plan.
- Multiple Associates or Customers using the same method of payment, the same shipping address, the same email address, the same phone number, and other activities that may indicate manipulation or attempted manipulation.

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

### 5.6 Income Claims.

You may not misrepresent—by misstatement or omission—the actual or potential income that may be earned through Isagenix. Income claims must be limited to what a typical person can reasonably expect to earn with Isagenix. Any representation about earnings must be based on documented facts, placed in the appropriate context, and accompanied by the appropriate disclosures, including the Income Disclaimers and the Isagenix Earnings Disclosure Statement, both of which can be obtained in your ABO (Associate Back Office) or at [IsagenixEarnings.com](https://IsagenixEarnings.com) or [IsagenixCompliance.com](https://IsagenixCompliance.com). You must also comply with guidelines issued by Isagenix and regulatory and industry authorities, such as the Federal Trade Commission and the Direct Sales Self-Regulatory Counsel (DSSRC). It is your responsibility to disclose all relevant



information to ensure that any representation you make is truthful and not misleading. You agree to cease making and remove immediately, and in any event not later than 24 hours after request, all representations or materials deemed inappropriate by Isagenix, at its sole discretion, or that contravenes your obligations under these Policies.

### **5.7 Product and Weight Loss Claims.**

When describing Isagenix products and personal experiences with Isagenix products, including the use of testimonials (by you or other Members), you understand and agree that you will only describe Isagenix products and product experiences in a manner that is consistent with the product and weight loss claims contained in official Isagenix marketing materials or as otherwise approved in advance in writing by Isagenix. When making any claim, you must accompany the claim with appropriate disclaimers, copies of which can be obtained in your ABO or at [IsagenixCompliance.com](https://www.isagenix.com/compliance). It is your responsibility to disclose all relevant information to ensure that any representation you make is truthful and not misleading. You must not represent that any Isagenix product is intended to diagnose, treat, cure or prevent any diseases or health conditions, unless otherwise approved in Official Isagenix Marketing Materials. You agree to cease making and remove immediately, and in any event not later than 24 hours after request, all representations or materials deemed inappropriate by Isagenix, at its sole discretion, or that contravenes your obligations under these Policies.

### **5.8 Military Base Restrictions.**

Associates in the military must comply with military regulations in establishing and operating their Isagenix business. We recommend that military personnel request and obtain permission from their base commander before starting an Isagenix business. Associates may be required to satisfy the base commander that (a) sales of products won't compete with or materially affect sales by the Post Exchange, and (b) enrollment activities would not violate regulations against engaging in commercial solicitation with military personnel of junior rank. If an Associate is transferred to a military base in a foreign country, the same considerations apply to the operation of his or her business there, provided that business activities are confined to the base itself.

### **5.9 Media Interviews and Inquiries.**

To protect the Isagenix brand and to ensure a consistent and compliant message, Isagenix has determined it is in the best interest of all concerned to have designated company spokespersons handle all communications with the media. Accordingly, you are not permitted to contact, solicit, respond to, interview with, or otherwise communicate with the media about Isagenix, its products, compensation plan, their Isagenix experience, or anything else relating to Isagenix, even if you do not mention Isagenix by name, unless you receive prior written consent from a member of the Isagenix corporate Executive Leadership Team. It is a violation of this policy to provide any information to the media without prior written approval from Isagenix, regardless of whether the information is positive or negative, accurate or inaccurate. In addition, if a media interview is approved by Isagenix, proper media training may be provided to ensure accurate and successful representation of the company. "Media" is defined broadly to include all traditional news outlets, television and radio shows, and print media, as well as all Internet based journalistic communications, which may include blogs, forums, and bulletin boards relating to journalistic news or similar outlets. All inquiries from the media must be referred to Isagenix at 1-877-877-8111 or [media@isagenixcorp.com](mailto:media@isagenixcorp.com).

### **5.10 Non-Solicitation of Isagenix Employees.**

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

## SECTION 6. TRADEMARKS, ADVERTISING AND INTERNET USAGE

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

Isagenix trademarks include the name “Isagenix” and all variations thereof, as well as the names of all Isagenix products and services and other marks as may be indicated by the use of the “™” or “®” symbols. Isagenix trademarks also include various word combinations relating to Isagenix using the prefix “ISA” or the suffix “GENIX”. All Isagenix marketing and sales materials, including audios, videos, websites, posts, print and digital presentations, handouts or books, or other tangible and intangible works of authorship are the copyrighted work of Isagenix.

An Associate may use Isagenix’s trademarks, copyrighted material, and other intellectual property only with Isagenix’s prior written permission, which may be expressed through general publication (to all Associates) or through a specific writing to one or more Associates. Without limitation, Isagenix may require conformity with specifications, may require that materials that use Isagenix’s trademarks and/or copyrighted materials be sourced from Isagenix or an Isagenix-approved supplier, and may otherwise condition use of its trademarks and copyrighted works. Any permission granted by Isagenix shall constitute a limited, non-exclusive, nontransferable and revocable license to use such trademarks and copyrighted works solely in connection with the Isagenix business. You agree to immediately transfer to Isagenix, upon Isagenix’s request, any Internet domain name or other registration or application containing an Isagenix trademark or product name or derivative thereof, including any word combinations using the prefix “ISA” or the suffix “GENIX”. This provision shall survive the termination of your relationship with Isagenix.

### 6.2 Advertising.

Isagenix provides sales tools and other materials that you can use to promote Isagenix products and the income opportunity. Creation of your own materials is discouraged; however, you may use certain other materials, including self-created materials, if and only if you first submit the materials to Isagenix corporate offices for review and the materials have been properly approved. The materials shall not be used prior to receiving written approval from Isagenix corporate. Isagenix may refuse to approve any materials at its sole discretion. All materials you create must be truthful, accurate and not misleading. Any and all statements about the benefits of Isagenix products or about the Isagenix income opportunity must comply with all Policies, including without limitation Policy 5.7, and Guidance Documents and the laws and regulations in the jurisdiction where the materials are used.

### 6.3 Internet Usage and Social Media.

You may use the Internet, including social media, to promote Isagenix products and your business provided you do so in a responsible manner. Isagenix provides useful tools and training materials to help you understand how to use the Internet to promote Isagenix in an effective and socially acceptable manner. You understand and agree that you will abide by all Policies and Guidance Documents relating to Internet usage, as may be amended by Isagenix from time to time, and you will not make any inaccurate, exaggerated, or misleading statements about Isagenix or its products or income opportunity in any media, including through the use of videos, pictures, or other means. You also agree that you will make business-related social media content, including but not limited to direct messages, available to Isagenix upon its reasonable request.

**Note:** Please refer to the Supplement to the Policies and Procedures on Internet Advertising and Social Media found on [IsagenixCompliance.com](https://IsagenixCompliance.com) for further guidance.

### 6.4 Repackaging and Relabeling Prohibited.

Associates may not delete, add, modify, tamper with, repackage, relabel, refill, or alter the labels on any Isagenix products or literature in any way. Nor may Associates break out products from product bundles or packs and sell such products individually. Isagenix products may only be sold in their original containers and packaging. Relabeling or repackaging violates your agreements with Isagenix and could violate laws that generally require persons, including Associates, to implement and adhere to specified quality controls and procedures relating to the repackaging or relabeling of Isagenix products. Violations of such laws could result in severe criminal penalties. Associates should also be aware that personal civil liability may arise when, as a consequence of the repackaging or relabeling of products, the person(s) using the product(s) suffers any type of injury or harm. Associates are also responsible for learning and adhering to the proper storing and handling instructions for Isagenix products.

## SECTION 7. ENFORCEMENT OF POLICIES

### 7.1 Remedies.

To protect the integrity of the Isagenix culture and to help maintain a level playing field for all Associates, the Compliance Department helps educate Associates about the Policies and actively monitors Associates' business building activities. If an Associate violates these Policies, including the Isagenix Code of Ethics, the IAAA, any Guidance Documents, or other agreements with Isagenix, or engages in any unethical, illegal, fraudulent, or deceptive conduct, or any other violation of any laws, statutes, or ordinances, we may, at our sole discretion, and without limitation as to other remedies Isagenix may elect to pursue, take one or more of the following actions:

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

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

### 7.2 Field Relations Board.

The Isagenix Field Relations Board reviews disputes, decisions, and disciplinary actions relating to Associates and their Isagenix businesses. Review requests must be timely submitted to the Compliance Department at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com). The review request must include all information and documents the Associate believes supports his/her case and that the Associate would like to have considered in the review. All decisions of the Field Relations Board are final.

## SECTION 8. AMENDMENTS

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

You will be bound by any amendments and updates upon notification of such through any Isagenix official channels of communication effective three days after the posting of such notice (except where a longer notice period is required by law, in which case such notice period applies). Those channels of communication include, but are not limited to, posting of information to the Isagenix website or Associate Back Office ("ABO"), e-mail to your email address on file,

announcements in any official Isagenix newsletter or other publication, or mailed to you at the address on file.

## SECTION 9. GENERAL PROVISIONS

### 9.1 Scope, Applicability and Interpretation.

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

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

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

### 9.3 Consent to Use of Personal Information.

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

### 9.4 Reporting and Resolving Errors.

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

### 9.5 Waiver.

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

### 9.6 Indemnification.

You agree to indemnify and hold harmless Isagenix, its officers, managers, directors, employees, beneficial owners, and agents (collectively "Isagenix Indemnitees") against and from any claim, damage, loss, or liability, including judgments, civil penalties, refunds, attorneys' fees, court or arbitration costs, or lost business Isagenix Indemnitees incur, arising from any of your actions or inactions that violate your Associate Contract, including without limitation, the IAAA Terms and Conditions, these Policies, the Compensation Plan and the Guidance Documents, each as may be amended.

You understand and agree that you are responsible for any verbal or written representations you make regarding Isagenix's products and business opportunity, including the Compensation Plan, and you agree you will not make any unauthorized or unlawful representations, express or implied, verbal or nonverbal. You agree to indemnify and hold harmless Isagenix Indemnitees against and from any and all liability including judgments, civil penalties, refunds, attorneys' fees, court, or arbitration costs or lost business we incur as a result of any unauthorized or unlawful representations that you make.

**9.7 Exclusion of Damages.**

To the fullest extent permitted by applicable law, in no event shall Isagenix, or any of its officers, directors, members, employees, affiliates, successors, or assignees be liable for any special, punitive, indirect, or consequential damages, for any claims or actions resulting from or arising out of reasonable enforcement of these Policies or any other agreement you have entered into with Isagenix, the purchase, use, or sale of Isagenix products, the functionality or operation of any website, or any acts or omissions of any Isagenix party, whether based on contract, tort (including negligence), strict liability, or any other cause of action.

**9.8 Severability and Judicial Modification.**

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

**9.9 Survival of Terms.**

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

**9.10 Arbitration and Governing Law.**

ANY CONTROVERSY OR CLAIM BETWEEN YOU AND ISAGENIX, INCLUDING WITHOUT LIMITATION ANY CLAIM ARISING OUT OF, OR RELATING TO, (i) YOUR ROLE AS AN ASSOCIATE, BRAND PARTNER, OR ASSOCIATE BRAND PARTNER; (ii) THESE POLICIES AND PROCEDURES, THE COMPENSATION PLAN, OR THE GUIDANCE DOCUMENTS, OR THE BREACH THEREOF, OR (iii) THE PURCHASE, CONSUMPTION, USE OR SALE OF ISAGENIX PRODUCTS, SHALL BE SETTLED BY CONFIDENTIAL ARBITRATION. THE PARTIES AGREE TO EXERCISE THEIR BEST EFFORTS TO MUTUALLY AGREE UPON THE SELECTION OF AN ARBITRATOR OR THIRD-PARTY PROVIDER TO CONDUCT THE ARBITRATION. IF NO SUCH AGREEMENT CAN BE REACHED, THEN THE ARBITRATION SHALL BE ADMINISTERED BY JAMS. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IF YOU FILE A CLAIM OR COUNTERCLAIM AGAINST ISAGENIX OR ITS OWNERS, DIRECTORS, MEMBERS, AGENTS, OFFICERS OR EMPLOYEES, YOU MAY ONLY DO SO ON AN INDIVIDUAL BASIS AND NOT WITH ANY OTHER INDIVIDUAL OR AS PART OF A CLASS ACTION. YOU WAIVE ALL RIGHTS TO TRIAL BY JURY OR TO ANY COURT.

All arbitration proceedings shall be held in Maricopa County, State of Arizona, unless the laws of the jurisdiction where you reside expressly require the application of its laws, in which case the arbitration shall be held in the capital of that jurisdiction. At least one arbitrator shall be an attorney at law experienced in business law transactions and network marketing. Arbitration shall be confidential and neither the parties nor the arbitrator(s) may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. The decision of the arbitrator shall be final and binding on the parties. This agreement to arbitrate shall survive any termination or expiration of your relationship with Isagenix.

Nothing in the arbitration provision prohibits either party from seeking or obtaining from a court a temporary restraining order, preliminary injunction, or such other provisional relief as may be necessary to avoid rendering ineffectual the arbitration award to which the party may be entitled.

In addition, nothing in this arbitration provision shall prevent Isagenix from filing a lawsuit to identify unknown persons who may be selling Isagenix products on the Internet, cybersquatting, registering or attempting to register, or using Isagenix trademarks or confusingly similar domain names, or producing, modifying or repackaging Isagenix merchandise without authorization. Without waiving any other rights, if a previously unidentified person is determined to be an Associate, Isagenix may take further action against such persons pursuant to this arbitration provision. The filing of a lawsuit and taking any action in that lawsuit to identify unknown persons shall not be a waiver of any right or obligation set forth in the arbitration provision or under any other agreements.



The laws of the state of Arizona shall govern, without regard for conflict of law principles, all rights and obligations arising from or relating to the Associate Contract or any part thereof. Jurisdiction and venue for any court action arising from or relating to the Associate Contract shall be the state or federal courts of Arizona. With regard to Louisiana residents only, to the minimum extent necessary to comply with applicable governing law, an adjudicatory claim or lawsuit may be filed in Louisiana and governing law shall be Louisiana law. If the laws of your jurisdiction of residence impose any requirement that is different from or in addition to those set forth in these Policies, then these Policies shall be deemed amended as minimally necessary to conform with those laws as to you and as to that jurisdiction only and all other terms shall remain valid and enforceable.

## SECTION 10. GLOSSARY

**Associate** – an independent contractor who has met and continues to meet the eligibility requirements set forth in the Associate Contract. Associate is also the first level of Rank in the Compensation Plan. The term “Associate” (or the plural “Associates”) by itself generally refers to all Associates regardless of Rank, unless the context indicates that the Rank of Associate is intended.

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

**Associate Brand Partners** – independent contractors who meet the eligibility requirements set forth in the terms and conditions of the Isagenix Independent Associate Application and Agreement as well as the terms and conditions of the Isagenix Brand Partner Agreement and has been accepted by Isagenix as both. Associate Brand Partners are eligible to receive compensation under both the Team Compensation Plan and the Brand Partner Commission Schedule.

**Associate Contract** – the contract between Isagenix and each Associate, including the terms and conditions of the IAAA, the Isagenix Policies and Procedures, the Isagenix Team Compensation Plan, the Guidance Documents, and the Business Entity Form (if applicable), all in their current form or as amended by Isagenix from time to time in its sole discretion.

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

**Associate Support System** – the online support system available to Isagenix Associates. It includes, among other things, a replicated website and access to the Associate Back Office and training materials.

**Brand Partners** – independent contractors who meet the eligibility requirements set forth in the terms and conditions of the Isagenix Brand Partner Agreement.

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

**Business Center** – a Position on a Team Placement Tree that is eligible to generate income under the Compensation Plan.

**Commission Schedule** – the Isagenix Brand Partner Commission Schedule, as may be amended from time to time, under which eligible Brand Partners may earn money.

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

**Compensation Plan** – the Isagenix Team Compensation Plan, as may be amended from time to time, under which eligible Associates may earn money.

**Customer Membership Account** – the account established by Preferred Customers upon agreeing to the terms and conditions of the Isagenix Customer Membership Application and Agreement and supplying the requisite information.

**Customers** – End Consumers that purchase Isagenix products for their own personal use or the personal use of their Immediate Households. Isagenix has two levels of Customers, Preferred Customers and Retail Customers.

**End Consumers** – persons who acquire Isagenix products for the purpose of consuming them rather than for the purpose of reselling to someone else.

**Enrolling Sponsor** – the person who is credited for personally enrolling a Preferred Customer, an Associate, or a Brand Partner.

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

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

**Home Region** – the Isagenix Region that includes the country or territory where the Associate resides at the time of enrollment. An Associate may benefit from the sales activity of new Members in the Associate's Home Region without applying for or receiving approval as an International Sponsor.

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

**Independent Associate Application and Agreement (IAAA)** – the application and agreement which a person who desires to be an Isagenix Independent Associate must properly complete, execute, and submit to Isagenix as one of the prerequisites to becoming an Associate.

**International Sponsor** – an Associate who has been approved to enroll Associates, Brand Partners and Customers in Regions other than the enrolling Associate's Home Region and may qualify to earn Compensation for product sales in such other Region(s).

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

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

**Marketing Organization** – Preferred Customers, Brand Partners and Associates who are situated below a given Associate in the Associate's Team Placement Tree and from whose product purchases the Associate's Compensation is derived.

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

**Membership Fee** – the fee that an Associate pays in order to, among other benefits, access and utilize the Associate Support System provided by Isagenix.

**Official Isagenix Marketing Material** – literature, audio recordings, video recordings, and other materials developed, published, printed or distributed by Isagenix or its approved third party suppliers. Materials and recordings developed, published, printed or recorded by Associates or any other person or entity is not "Official Isagenix Marketing Material."

**Placement Sponsor** – the Associate under whom a Preferred Customer, Associate or Brand Partner is placed in the Team Placement Tree. (The Placement Sponsor and the Enrolling Sponsor may be the same person.)

**Policies / Policies and Procedures** – the rules and regulations applicable to the conduct of Associates with respect to their independent Isagenix businesses, including this document and the Guidance Documents, as may be amended by Isagenix from time to time.

**Position** – (1) the Business Center held by an Associate, or (2) the placement location of a Preferred Customer, Brand Partner or Associate in the Enrolling Sponsor's Team Placement Tree for purposes of measuring and tracking product sales and allocating Compensation payments to Associates.

**Preferred Customer** – a Customer who establishes a Customer Membership Account with Isagenix. (Preferred Customers may be referred to as "registered customers" on occasion.)

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

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

**Retail Customer** – a Customer who does not establish a Customer Membership Account and who purchases Isagenix products at retail prices from Isagenix.com or an Isagenix Associate replicated website, or in-person from an Associate or any other sales channels approved by Isagenix. (Retail Customers may be referred to as “guests” on occasion).

**Subscription Rewards (Autoship)** – an optional program of convenience permitting preselected, pre-authorized orders to be shipped automatically on a pre-selected schedule. Associates are not required to join the program in order to participate in the Compensation Plan.

**Team Placement Tree** – an Associate’s Marketing Organization (Right and Left Teams) in which Preferred Customers, Brand Partners and Associates are positioned.

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



# **EXHIBIT B**

# IMAGINE YOUR IDEAL LIFE

# ISAGENIX®

## 1 WHAT ARE YOU LOOKING FOR?

**\$442**  
BILLION

Weight Wellness Industry expected by 2025<sup>1</sup>

1. Grand View Research, Inc. 2. Statista 3. Forbes

**\$171**  
BILLION

Health & Wellness Industry 2018<sup>2</sup>

**\$340**  
BILLION

Earned by Gig Economy by 2025<sup>3</sup>

**79**  
MILLION

Home-Based businesses started in the next 5 years<sup>3</sup>

**47**  
MILLION

People will join the Side Hustle Economy in the next 5 years<sup>3</sup>

## 3 RESULTS YOU CAN'T GET ANYWHERE ELSE

Long-lasting results and products you will want to share with everyone!



**WEIGHT LOSS**



**PERFORMANCE**



**VITALITY + WELL-BEING**



**PERSONAL CARE + BEAUTY**



**FINANCIAL WELLNESS**

## 2 THE COMPANY

- We have helped millions lose weight and thousands start businesses worldwide.

### • FAMILY BUSINESS



Jim, Kathy & Erik Coover

### • COUNTRIES



- Australia
- Belgium
- Canada
- Colombia
- Hong Kong
- Indonesia
- Ireland
- Malaysia
- Mexico
- New Zealand
- The Netherlands
- Puerto Rico
- Singapore
- South Korea
- Spain
- Taiwan
- United Kingdom
- United States

## 4 BUILD A NETWORK

All of our incredible products and paks are assigned a Business Volume, which we call BV. When you have 600 BV on one side and 300 BV on the other side, you earn what is called a "Cycle"

### • CYCLES

CYCLES PER WEEK	RESIDUAL INCOME
1 Cycle	= \$54/week
10 Cycle	= \$540/week
100 Cycle	= \$5400/week

### • RESIDUAL INCOME

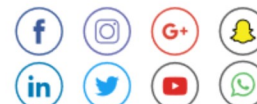


## 5 HOW DOES IT WORK?

### • WORD OF MOUTH MARKETING & SOCIAL MEDIA

### • TRAINING & SUPPORT

- One-on-One
- Local, regional, & national events
- Online Videos and Resources



## 6 WHICH SYSTEM IS RIGHT FOR YOU?

Isagenix products fit your lifestyle, are delicious and convenient and give you results you can't get anywhere else!

### GETTING STARTED PAK

**\$9 per day**  
Weight Loss  
Performance  
Vitality + Well-Being

### VALUE PAK

**\$19 per day**  
Weight Loss  
Performance  
Vitality + Well-Being

### ULTIMATE PAK

**\$36 per day**  
Comes with EVERYTHING for you to share with family or friends

## 7 HOW TO EARN INCOME

### ASSOCIATE



Active = 100 points  
100 points = approx.. \$150

### CONSULTANT



**\$50**

### CRYSTAL MANAGER



**60 Days = \$250**

### CRYSTAL DIRECTOR



**120 Days = \$750**  
Director Bonus Pool

### CRYSTAL EXECUTIVE



**180 Days = \$1000**  
Executive Bonus Pool  
10% Check Match

### RANK

- 1 Star Golden Circle
- 2 Star Golden Circle
- 3 Star Golden Circle
- 4 Star Golden Circle
- 5 Star Golden Circle

### WEEKLY CYCLES

- 10 Cycles
- 20 Cycles
- 40 Cycles
- 60 Cycles
- 100 Cycles

### INCOME

- = \$28k-\$58k per year
- = \$56k-\$109k per year
- = \$112k-\$165k per year
- = \$168k-\$278k per year
- = \$280k-\$417k per year

### RANK

- 6 Star Golden Circle
- 7 Star Golden Circle
- 8 Star Golden Circle
- 9 Star Golden Circle
- 10 Star Golden Circle

### WEEKLY CYCLES

- 150 Cycles
- 200 Cycles
- 250 Cycles
- 300 Cycles
- 350 Cycles

### INCOME

- = \$420k-\$554k per year
- = \$557k-\$693k per year
- = \$696k-\$839k per year
- = \$835k-\$972k per year
- = \$975k-\$1.1M per year

Earning levels for Isagenix® Independent Associates that appear in this publication are examples and should not be construed as typical or average. Income level achievements are dependent upon the individual Associate's business skills, personal ambition, time, commitment, activity and demographic factors. For average earnings, see the Isagenix Independent Associate Earnings Statement found at [www.isagenix.com/earnings](http://www.isagenix.com/earnings). Isagenix Millionaires are defined as Isagenix Associates who have cumulatively earned \$1 million or more with Isagenix.

## 8 GETTING STARTED | HOW DO YOU SEE YOURSELF STARTING?

### CUSTOMER

1. Use the Products
2. Get Results
3. Share referrals of Family and or Friends with support team

### ASSOCIATE

1. Use the Products
2. Get Results
3. Share with family and friends to earn a side income or full-time income!



# YOU SHARE, THEY SHARE, REPEAT

**ISAGENIX HAS CREATED A SYSTEM THAT CAN HELP YOU EARN MONEY BY SHARING PRODUCTS.**



#### VALUE PAKS

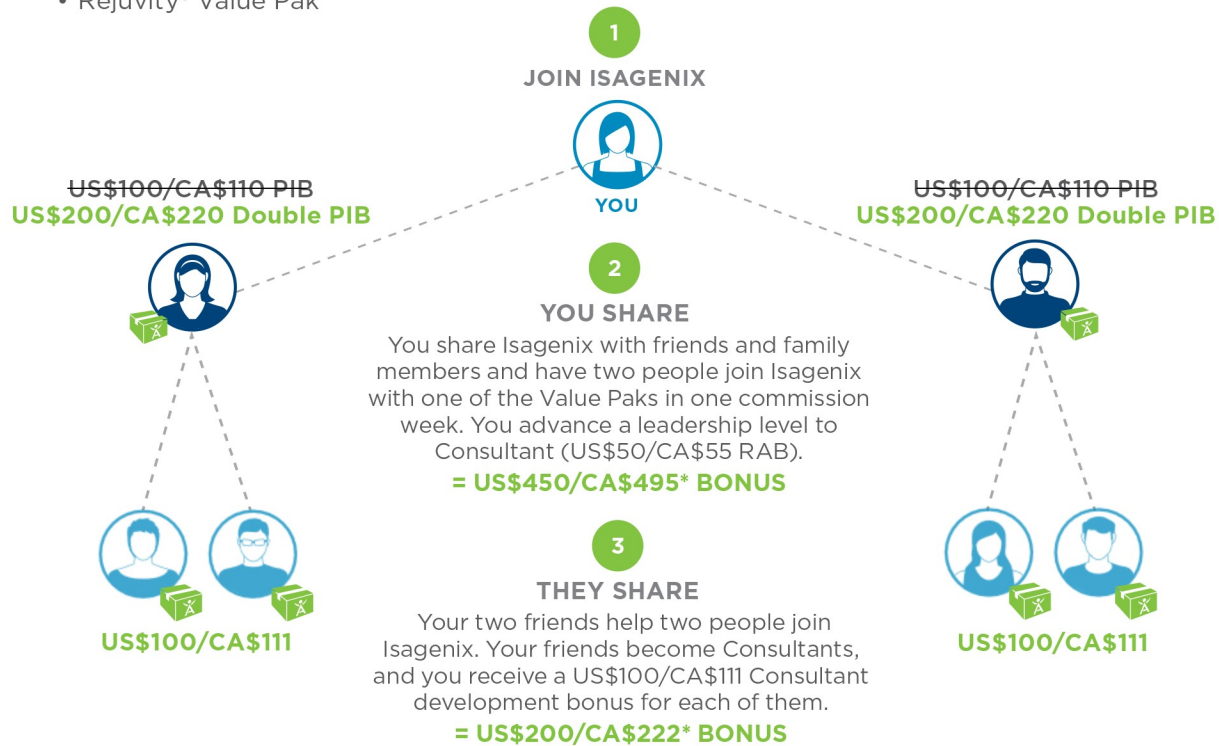
- Weight Loss Value Pak
- Performance Value Pak
- Energy Value Pak
- Healthy Aging Value Pak
- IsaGenesis® Value Pak
- Rejuvity® Value Pak

#### KEY TERMS

- **PIB** — Product Introduction Bonus
- **Double PIB** — Double Product Introduction Bonus
- **RAB** — Rank Advancement Bonus
- **Commission Week** — Monday–Sunday ET



**YOU SHARE  
THEY SHARE  
REPEAT**



The example above is for illustration purposes only. Conditions apply.  
For more information, visit [IsagenixBusiness.com](http://IsagenixBusiness.com) and/or contact your Sponsor.

\*The specific market values are calculated using the Foreign Exchange Multiplier. To calculate your market's equivalent, simply multiply the U.S. amount shown by the applicable Foreign Exchange Multiplier for that specific market. This value is subject to change every quarter based on published exchange rates and will be valid for the following quarter.

Earning levels for Isagenix Independent Associates depend on time and commitment and may vary.  
For more information, visit [IsagenixEarnings.com](http://IsagenixEarnings.com).



# EXHIBIT C



# BUILD A LEGACY

with residual income

See Isagenix® Team Compensation Plan for details. Individual results will vary.



## Business of the Future

4 years ago

 Isagenix® International

+ Follow

▶ 7,894    ❤️ 24    💬 2    🔒 1

People everywhere are taking their lives back. Be part of the Isagenix mission to impact world health and free people from physical and financial pain, and in the process, create the largest health and wellness company in the world.

1 Comment

 **Tim Quinlan** 1 year ago

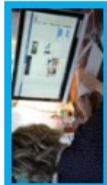
Interesting

Add a new comment



More from Isagenix® International

Autoplay next video



Business of the Fu...  
Isagenix® International



Path With Purpose  
Isagenix® International



Essence: Eucalypt...  
Isagenix® International



Essence: Defense...  
Isagenix® International



Essence: Content...

# EXHIBIT D



## Millions Are Coming

Jay Bennett <Jay@isa-jay.com>

Mon 6/5/2023 12:29 PM

To: Savannah Aube <saube@w-wlaw.com>

Cc: Chris Wellman <cwellman@w-wlaw.com>

-----Original Message-----

From: Kathy Coover

Sent: Wednesday, August 12, 2015 6:17 AM

To: Jay Bennett <Jay@isa-jay.com>

Subject: RE: Millions Are Coming

Wow I cannot believe you still have this! This message is so true See you soon

-----Original Message-----

From: Jay Bennett [<mailto:Jay@isa-jay.com>]

Sent: Tuesday, August 11, 2015 9:59 PM

To: Kathy Coover

Subject: Millions Are Coming

Kathy - A Beautiful Memory from the past \_ Look at the date of this e-mail JB

-----Original Message-----

From: Kgcoover@aol.com [<mailto:Kgcoover@aol.com>]

Sent: Friday, March 22, 2002 12:59 PM

To: jaybennett@cox.net

Subject: Millions Are Coming

Isagenix International Inc. Your Passport to Freedom!!

Audio Brochure 1-212-461-8866 Box 1, 2, 3, & 4

Average 9-Day Weight Loss is over 15 Pounds!!

\$50,000.00 Per Week Earning Potential!!

Hi Jay

You are one of the first people in the world to ever hear about Isagenix.

This company is destined to become a household name!! It's built upon a sure foundation that will make Isagenix the long-term stable company that so many are looking for today. I can assure you that as a leader in this company that I will provide you with the best support and help building your downline that is humanly possible.

Corporate Management Team

The two owners of Isagenix each bring a great wealth of experience to the table. The first is John Anderson who has been a leading formulator and manufacturer of nutrition products for the last 21 years and has sold over 1 Billion in goods from his own manufacturing plant. At his peak he was shipping out as many as 15 full semi trucks per day. The second owner is Jim Coover who has been a successful executive within the mlm industry for over 20 years. Jim was also the Co founder and C.O.O of a company that developed over 7 million customers and produced in excess of 1 billion in sales!! Jim knows how to grow a company from the ground up. In particular he knows how to develop market penetration into the multi-billion dollar weight loss industry!!

Now the good news... John and Jim are starting up the hottest MLM Company ever created, Isagenix Intl. Inc.. They already have the building that houses the manufacturing plant and corporate offices. They already have the customer service department hired and trained. They already have the shipping department hired and trained. They already have purchased the best software available to run the accounting and payroll. This same software also provides a state of the art "Back Office" to view your genealogy in real time. They already have the products that we are launching with formulated and sitting on the shelf. They also have large amounts of capital to invest in Isagenix as it's needed for expansion. As you can see we will be READY to explode out of the gates when we launch. The launch is scheduled to start about March 25th, 2002.

#### Weight Loss Products

John has recently formulated and developed 4 incredible weight loss products that are sure to be the hottest thing to ever hit the market place. The reports are coming in every day from the 200 people that were selected to be the first to try the products. They all received one "Starter Cycle Pack" as listed below. It is nothing short of miraculous to hear the testimonials coming in from these people. Our products really WORK!! Most people are losing an average of 15 pounds in their first 9 days on our products!!

Remember John has 21 years experience formulating products for some of the biggest names in the world so he knows what he's doing!! John has personally formulated and created over 150 Diet products for "other companies" over the last 21 years giving him a vast wealth of experience for learning which ingredients work best in diet products!! Now he's taken his 21 years of experience and created his own ultimate fat burning system .Our products are safe and All Natural and have no Ephedra or Ma haung

We will have 3 start up packages available when we pre-launch. The packages sell for \$99.95, \$199.95 and \$299.95 and each one pays out an up front Product introduction bonus of 10% to 20% on all your personal sales. The details on the \$199.95 and \$299.95 start up packages will be available soon.

Many will want to start with our \$99.95 "Starter Cycle Pack" which includes all 4 of the weight loss products listed below.

2 Bottles of Isagenix "Fat Burning Drink"	(Two 32 Ounce Bottles of Concentrate)
1 Bottle of Isagenix "Fat Burning Accelerator Caps"	(60 Caps)
1 Bottle of Isagenix "Fat Burning Snacks"	(60 Snacks)
1 Container of Isagenix "Enzymatic Fat Burning Shakes"	(14 Shakes)

#### Opportunity



This will be a 1/3-2/3 Non Flushing Binary that "calculates daily" and "pays weekly". We have a \$50,000.00 per week cap. We have 4 Steps to complete a \$250.00 Cycle, every \$600.00 in BV is a Step and each Step generates \$62.50 from the Binary. Our dollar for dollar BV is equal to 100% of the wholesale cost. You can also qualify for a matching 10% paycheck on all your personally sponsored. You can only own "ONE CENTER" which will help promote teamwork. Isagenix is paying out a full 50%.

Weight Loss is a Multi-Billion dollar industry.....and when you combine Isagenix's great weight loss products, a powerful Binary Pay Plan, and a gold plated leadership team, you can see we have a great long-term future in front of us. Every month in addition to all the new sales flowing through your Binary there will be many auto-ship orders for \$50.00 or \$100.00 worth of wholesale product. These steady repeat monthly orders are what keep the long term residual money pumping through our Binary. This creates the potential for a walk away retirement income!! With only 240 people (1/3-2/3) in your Binary ordering \$100.00 of wholesale product each month you have the potential to earn a steady residual income of up to \$2,500.00 per month!! With only 2400 people (1/3-2/3) in your Binary ordering \$100.00 of wholesale product each month you have the potential to earn a steady residual income of up to \$25,000.00 per month!! Can you and your team build a downline of 240 people or 2,400 people or more??? If you can then you can build a retirement income with Isagenix International Inc..

When I've talked to people about Isagenix the response has been phenomenal!! Why? Because everybody knows the incredible power of a Binary Pay Plan that pays to Infinity and when they find out that we have monthly re-orders to keep it running strong year after year their in!! If your looking for a long term stable home that will support you and your dreams for the rest of your life... You've found it!!

If you would like to lock into the next available spot in the power leg I'm building please respond to me with a phone call or an email ASAP for the best positioning.

Your Name Here  
Your Phone Number Here  
Your Email Address Here

Kathy Coover  
480-551-3436  
480-551-3438 fax

CAUTION: This email originated from outside of the company. Do not click links or open attachments unless you recognize the sender and know the content is safe. NEVER enter your email address and password if requested by any website.

# EXHIBIT E



Kevin Heaphy  
 General Counsel  
[Kevin.heaphy@isagenixcorp.com](mailto:Kevin.heaphy@isagenixcorp.com)

May 25, 2023

**VIA FedEx AND EMAIL**

Jay Bennett ([jaystarsystem@gmail.com](mailto:jaystarsystem@gmail.com))  
 Siv Bennett ([sivbennett@gmail.com](mailto:sivbennett@gmail.com))  
 1001 Avenida Pico, Suite C 550  
 San Clemente, California 92673-6979

Re: Notice of Expiration of Associate Contract

Mr. and Mrs. Bennett,

I am the General Counsel for Isagenix International, LLC ("Isagenix"). I write to you to address an important matter concerning your contractual relationship with Isagenix.

According to our records, you are the holder of the following positions ("Positions"):

MARCH 2023 \*

N	ID	Expiration Date
Jay Bennett	1119332	June 17, 2023
Jay Bennett	8531558	June 17, 2023
Jay Bennett	9907890	June 23, 2023
Jay Bennett	11432148	June 1, 2023
Siv Bennett	11445915	June 1, 2023

As you know, each of your Positions is due to expire within the next month. Pursuant to Section 3.4 of the Isagenix Policies and Procedures ("P&Ps"), which are incorporated into your Associate Contract, "Isagenix may, at its sole discretion, elect not to renew your Associate Contract." As you also know, the Isagenix Code of Ethics requires that each Isagenix Associate provide ongoing support and active encouragement to other Members both inside and outside the Associate's own organization. Because your Positions are contractual with a defined term, upon their expiration Isagenix may elect to enter into new Associate Contracts with you or allow your positions to expire on their own terms, for any reason (including, for example, a lack of engagement and participation as required by the Code of Ethics) or for no reason at all.

This letter serves as notice that Isagenix has decided to exercise its discretion, pursuant to Section 3.4 of the P&Ps, not to enter into new Associate Contracts for the Positions when they expire on their own terms next month. Accordingly, the five Positions listed above and the corresponding accounts will be terminated as of their expiration on the dates indicated.

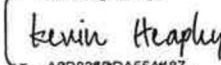


Please be advised that certain obligations contained in the P&Ps survive the expiration and termination of your Positions. Specifically, your obligations to preserve and protect confidential information (Section 5.2), not to solicit Isagenix Associates to join other business ventures or network marketing companies (Section 5.3), and not to misuse Isagenix copyrighted materials or intellectual property (Section 6.1) survive expiration and termination. We expect you to comply with these obligations, but if you do not or if you violate any other applicable provisions, Isagenix will take appropriate actions to enforce your compliance.

If you want to continue purchasing Isagenix products, you may open a preferred customer account at Isagenix.com. Any request to reenroll as an Independent Associate will be reviewed in accordance with Section 3.5 of the P&Ps and would be subject to applicable waiting periods and Isagenix's discretion.

We wish to thank you for your contributions to the Isagenix community during your time as an Independent Associate. If you have any questions regarding this matter, please feel free to call me at 480-636-5723.

Sincerely,

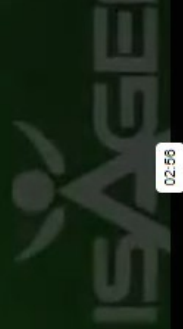
DocuSigned by:  
  
A9D83BDDA556A87  
Kevin Heaphy

General Counsel

# EXHIBIT F



# ULTIMATE FINANCIAL FREEDOM



02:56