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

Jay Bennett, an individual, Siv Bennett,  
an individual, Kesha Marketing, Inc., a  
Nevada S-Corporation,

Plaintiff,

v.

Isagenix International, LLC, an Arizona  
Limited Liability Corporation,

Defendant.

Case No. 2:23-cv-01061-DGC

**DECLARATION OF CASSY  
READETTE IN SUPPORT OF  
RESPONSE TO TEMPORARY  
RESTRAINING ORDER**

I, Cassy Readette, declare and affirm as follows:

1. I have personal knowledge of the facts set forth herein (except where indicated otherwise) and, if called as a witness, I could and would competently testify thereto. I believe all statements herein to be true.

2. I serve as the Senior Manager of Global Compliance of Isagenix International, LLC ("Isagenix"). In that position, my activities include supervising all compliance operations of Isagenix, including those relating to Associates' compliance with Isagenix's Policies and Procedures and other related agreements. I have served as Senior Manager of Global Compliance since October 28, 2019. Before that, I served as Manager in Compliance since August 2016; and before that as Supervisor in Compliance. In total, I have worked at Isagenix for more than 15 years, between the Sales, Customer Care, and Compliance departments. I am intimately familiar with Isagenix's business

1 operations and the network marketing industry generally, including the matters addressed  
2 herein. In my current role, I am privy to all contracts executed by all Associates, and have  
3 access to true and correct copies of said contracts, as maintained by Isagenix in the  
4 ordinary course of business. I am similarly privy to disciplinary letters sent by Isagenix to  
5 Associates, to which I also have access as maintained by Isagenix in the ordinary course  
6 of business.

### 7 **OVERVIEW OF ISAGENIX AND ITS ASSOCIATES**

8 3. Isagenix is a network marketing company, formed in 2002, that develops  
9 and markets systems and products for weight management, long-term wellness, and  
10 skincare, which are promoted by a network of tens of thousands of independent contractors  
11 (“Associates”).

12 4. Associates are independent contractors, not employees or agents of  
13 Isagenix. Each Associate interested in earning money can enroll other Associates and  
14 customers with Isagenix. An Associate is eligible to earn money on sales of Isagenix  
15 products to (1) Associates or customers he or she personally enrolls and (2) others within  
16 the Associate’s Isagenix business organization.

17 5. To be eligible to become an Associate, an individual must submit a  
18 complete, legible, unaltered, and valid Isagenix Independent Associate Application and  
19 Agreement (“IAAA”); review and, as appropriate, complete all required materials and  
20 documents, including the Isagenix Policies & Procedures (“P&Ps”) and Team  
21 Compensation Plan (“Compensation Plan”); and pay a Membership Fee (among other  
22 requirements). See Exs. A and B, Section 2.1; Ex. C, Section 2.2.

23 6. By becoming an Associate, and each time he or she receives and accepts a  
24 commission or bonus payment, an Associate agrees to abide by the then most current terms  
25 and conditions of the IAAA, the P&Ps, Isagenix’s Compensation Plan, Isagenix’s  
26 Guidance Documents (“Guidance Documents”), and other applicable policies,  
27 agreements or obligations as they exist at that time and as they may be amended from time  
28

1 to time in the future. See Exs. A and B, Section 2.1; Ex. C, Section 2.2. Together, these  
2 documents are known as the “**Associate Contract.**”

3 7. Using standard distributor contract documents that are published online and  
4 updated from time to time, such as Isagenix’s P&Ps, is a prevalent practice in the network  
5 marketing industry. Among other things, this practice enables these companies (including  
6 Isagenix) to maintain a level of standardization in those contracts, including with amended  
7 or supplemental contract terms which may be prompted by evolving business, regulatory  
8 requirements, or other conditions. This practice is generally accepted and used in the  
9 network marketing industry, by companies and distributors alike, and has been followed  
10 by Isagenix and its Associates for many years. That said, since the relationship between  
11 Isagenix and its Associate is at will, an Associate is always free, if the Associate does not  
12 agree with an update to the P&Ps or any other component of the Associate Contract, to  
13 discontinue the contractual relationship.

14 8. If an Associate wants to continue his or her relationship with Isagenix each  
15 year, the Associate must renew his or her Isagenix membership by paying the applicable  
16 renewal fee, plus taxes, by the anniversary date of their enrollment (i.e., the renewal date).  
17 If the Associate fails to renew by the renewal date, whether intentionally or not, the  
18 Associate may forfeit his or her Isagenix position, compensation, and other benefits  
19 associated with their Isagenix relationship. See Exs. A and B, Section 2.9; Ex. C, Section  
20 2.11.

21 9. After becoming an Associate, each Associate may achieve different statuses  
22 or “ranks” depending on the Associate’s compensation. Although all are technically  
23 “Associates,” the five ranks are Associate, Consultant, Manager, Director, and Executive.

24 10. Once an Associate is an “Executive,” he or she may request and be given  
25 more than one membership, or “Position,” within Isagenix, which allows the Associate the  
26 opportunity to earn additional compensation. Any additional Position is a privilege, and  
27 Isagenix may impose additional requirements or withhold approval of any such request,  
28

1 and also may terminate any additional Position at any time at its sole discretion. See Exs.  
2 A and B, Section 2.5.

3 11. A true and correct copy of Isagenix's current P&Ps, which has been in place  
4 since at least August 20, 2020, is attached as **Exhibit A**.

5 12. A true and correct copy of the P&Ps in effect from March 27, 2017, to  
6 August 20, 2020, is attached as **Exhibit B**.

7 13. A true and correct copy of the P&Ps in effect from September 1, 2013, to  
8 March 27, 2017, is attached as **Exhibit C**.

9 14. The P&Ps contain, and have contained since at least as early as March 27,  
10 2017, a provision permitting Isagenix to elect not to renew its relationship with an  
11 Associate on or before the anniversary of an Associate's enrollment. See, for example,  
12 Exs. A and B, Section 3.4. That provision states, in part:

13 Isagenix may, at its sole discretion, elect not to renew your Associate  
14 Contract. Isagenix will notify you of its intent not to renew on or  
before the anniversary of your enrollment.

15 15. The P&Ps contain, and have contained since at least as early as September  
16 1, 2013, a provision permitting Isagenix, at its sole discretion, to amend the Associate  
17 Contract. Associates agree to be bound by the most current versions of the Associate  
18 Contract—including the P&Ps—each time the Associate renews his or her Isagenix  
19 membership, personally enrolls another Associate or customer, or accepts a commission  
20 or other payments under the Isagenix Compensation Plan. See Exs. A, B, and C, Section  
21 8. That provision states, in full:

22 Upon proper notification, Isagenix may, at its sole discretion, amend  
23 the IAAA Terms and Conditions, the Policies, the Compensation Plan,  
24 the Guidance Documents, and any other materials pertaining to your  
Isagenix business, including any other agreements entered into  
25 between you and Isagenix. You understand and agree that you will be  
bound by the most current versions of the IAAA Terms and  
26 Conditions, the Policies, the Compensation Plan, and the Guidance  
Documents, including any updates or revisions since the date of your  
27 enrollment, upon any of the following occurrences: (a) completing the  
enrollment process to become an Associate; (b) renewing your annual  
28 Membership; (c) each time you personally enroll a new Associate or  
Customer; and (d) each time you accept commissions or other  
payments under the Compensation Plan.

You will be bound by any amendments upon notification of the amendments 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 IsaMail account or email address on file, announcements in any official Isagenix newsletter or other publication, or mailed to you at the address on file.

16. Isagenix does not, and since at least as early as September 1, 2013, has not, entered into or maintained an Associate contractual relationship with anyone who does not agree to the Associate Contract, which includes the P&Ps. This is consistently the case whether such agreement was required at the time of initial formation of the Associate Contract or upon annual renewal for a successive year under the Associate Contract.

17. Isagenix publicizes the most current terms and conditions of the Associate Contract, including its P&Ps, on the official Isagenix Compliance webpage located at [www.isagenix.com/isagenix-compliance](http://www.isagenix.com/isagenix-compliance), and has since at least as early as October 3, 2017. The earlier versions of the P&Ps were posted on previous iterations of Isagenix’s Compliance webpage. The document provided to the Court as Exhibit A to Docs. 2-3 is not Isagenix’s current P&Ps; this document does not appear on Isagenix’s Compliance webpage, and Isagenix is not currently using this document in the Associate Contract. It is my understanding that this document was accidentally, and without authorization, uploaded to a sub-page of Isagenix’s media webpage last year.

#### **JAY AND SIV BENNETT**

18. Jay Bennett became an Associate on March 29, 2002 (Membership ID #119332).

19. On or around September 2007, Mr. Bennett achieved “Executive” rank. He requested, and was granted, three additional Positions: (1) September 19, 2007 (Membership ID #8531558); (2) August 20, 2013 (Membership ID #9907890); and (3) May 27, 2016 (Membership ID #11432148).

20. When Mr. Bennett entered into a “Special Access Agreement” with Isagenix, and obtained confidential information belonging to Isagenix, he expressly

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1 reaffirmed his agreement to “understand and comply with the P&Ps” and “all of the  
 2 applicable rules, guidelines and best practices as may be published from time to time.” A  
 3 true and correct copy of Mr. Bennet’s Special Access Agreement, executed December 9,  
 4 2012 is attached as **Exhibit D**; see page 2, “Additional Rules and Guidelines.”

5 21. When Mr. Bennett applied for his third Position (Membership ID  
 6 #11432148), he expressly reaffirmed his agreement to comply with “all Isagenix Policies  
 7 and Produces and Compensation Plan as currently published or as amended in the future.”  
 8 A true and correct copy of Mr. Bennett’s Application for his third Position, executed May  
 9 13, 2016, is attached as **Exhibit E**; see Section 7.

10 22. When Isagenix accepted that application, Mr. Bennett entered into a “Re-  
 11 Entry Position Agreement” with Isagenix, in which he acknowledged that all of his  
 12 Positions with Isagenix were “subject to all Isagenix P&Ps and the Comp[ensation] Plan  
 13 as currently published or as amended in the future.” A true and correct copy of Mr.  
 14 Bennett’s Re-Entry Position Agreement, executed May 25, 2016, is attached as **Exhibit**  
 15 **E**; see Section 2(g).

16 23. Mrs. Bennett became an Associate on June 1, 2016 (Membership ID #  
 17 11445915).

18 24. [REDACTED]  
 19 [REDACTED]  
 20 [REDACTED]  
 21 [REDACTED]  
 22 [REDACTED]  
 23 [REDACTED]

24 25. [REDACTED]  
 25 [REDACTED]  
 26 [REDACTED]  
 27 [REDACTED]  
 28 [REDACTED]

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26. Isagenix, Mr. Bennett, and [REDACTED] (as well as the other parties to the [REDACTED] [REDACTED] settled the [REDACTED]. A true and correct copy of that settlement agreement is attached here as **Exhibit H**.

27. On May 1, 2020, Isagenix sent a letter to the Bennetts regarding their actions involving [REDACTED]. A true and correct copy of that letter is attached as **Exhibit I**.

28. After receiving this letter, the Bennetts accepted the discipline imposed by Isagenix. They renewed their Positions, and have every year, since obtaining them.

29. Since obtaining each Position, the Bennetts (through each Position) have continuously received and accepted commissions from Isagenix related to those Positions. Since 2002, the Bennetts have received and accepted a total of \$22,316,170.55 in commissions and other bonus payments from Isagenix.

30. Isagenix pays any owed commissions on a weekly basis, i.e., every Monday. For each commission paid, and for each Position, Isagenix generates a Commission Tax Invoice, reflecting the amount paid. For example, and attached as **Exhibit J** are true and correct copies of Commission Tax Invoices for each Position held by the Bennetts, from May 3, 2021 to May 9, 2021; May 2, 2022 to May 8, 2022; and May 1, 2023 to May 7, 2023. I am privy to these documents, like Isagenix's other compliance-related documents attached to this declaration, due to my role in Isagenix's Compliance Department, through which I have access to Isagenix's records related to Associates, kept in the ordinary course of business.

31. The most recent expiration dates, of Mr. Bennett's Positions are as follows: Member ID # 1119332 – June 17, 2023; Member ID #8531558 – June 17, 2023; Member ID # 9907890 – June 23, 2023; Member ID # 11432148 – June 1, 2023.<sup>1</sup>

32. The most recent expiration date of Mrs. Bennett's Position is as follows: Member ID # 11445915 – June 1, 2023.

33. Isagenix does not, nor has it ever, held a contract with Kesha Marketing, Inc.

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<sup>1</sup> An Associate may renew his or her membership up to thirty days prior to the renewal date, which may result in a different renewal date for the following year.



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1           34. On May 25, 2023, Isagenix sent the Bennetts a letter, exercising its right to  
2 not renew the Bennetts' Positions, pursuant to Section 3.4 of the P&Ps. A true and correct  
3 copy of that letter is attached as **Exhibit K**. Isagenix sent this letter to the Bennetts before  
4 their Positions were due for renewal in 2023.

5           35. Isagenix did not prematurely terminate any commission payments related to  
6 those Positions and instead, paid out (and is currently paying out) all commissions due  
7 under each Position, through the expiration of each Position. In other words, Isagenix is  
8 providing the Bennetts' commission payments through the end of the Associate Contract  
9 term for the following Positions: Member ID # 1119332 (expiring June 17, 2023); Member  
10 ID #8531558 (expiring June 17, 2023); and Member ID # 9907890 (expiring June 23,  
11 2023). Due to standard payment processing, which pays Associates one week in arrears,  
12 Isagenix has not issued final commission payments for any of the Bennetts' Positions, and  
13 does not expect to do so until August 10, 2023 (at the earliest).

14           36. The Bennetts need not access Isagenix's platform, or Associate Back Office  
15 ("ABO") to receive any commission payments owed by Isagenix. Access to the ABO  
16 would permit the Bennetts, however, to access Isagenix's confidential business  
17 information (such as identities and contact information of other Isagenix Associates),  
18 enroll additional Associates or customers, purchase Isagenix product through their  
19 Positions, and engage in additional actions currently restricted to active Associates *only*.

20           37. Attached as **Exhibit L** are true and correct copies of screenshots taken from  
21 the Bennetts' ABO, for all five Positions. The Bennetts' ABO access and use, for all five  
22 Positions, has been very spare over the last three years. For example, the Bennetts' ABO  
23 logs show only 51 orders shipped for all five Positions, combined, since January 2021.  
24 Nothing in the Bennetts' ABO access, as reflected in Exhibit L, demonstrates efforts by  
25 either Mr. or Mrs. Bennett to engage in mentorship, leadership, or training of others in  
26 their Isagenix business organization.

27           38. Isagenix has not reassigned the Bennetts' "downline" (or those Associates  
28 and customers under the Bennetts' Positions) to any other Isagenix Associate. Isagenix



1 has not reassigned the income or financial revenue from the Bennetts' Positions to any  
2 other Isagenix Associate.

3 39. As a result, all income or financial revenue attributable to the Bennetts'  
4 Positions is measurable, and Isagenix could provide a full accounting of this amount if  
5 required.

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1 I declare under penalty of perjury that the foregoing is true and correct.

2 Executed on this 16 day of June, 2023.

3 

4 CASSY READETTE

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*Jay Bennett, et al. v. Isagenix International, LLC*

Case No.: 2:23-cv-01061-DGC

**Index to Exhibits to Declaration of Cassy Readette in Support of Response to  
Temporary Restraining Order**

Exhibit A	Isagenix's Policies and Procedures, effective August 20, 2020
Exhibit B	Isagenix's Policies and Procedures, effective March 27, 2017 to August 20, 2020
Exhibit C	Isagenix's Policies and Procedures, effective from September 1, 2013 to March 27, 2017
Exhibit D	Isagenix's Special Access Confidentiality and Non-Solicitation Agreement, executed by Jay Bennett on December 9, 2012
Exhibit E	Isagenix's Application with Jay Bennett for Third Position, executed May 13, 2016
Exhibit F	Isagenix's Re-Entry Position Agreement, executed by Jay Bennett on May 25, 2016
Exhibit G	BehindMLM.com Article dated March 24, 2020 ( <b><i>LODGED UNDER SEAL</i></b> )
Exhibit H	Settlement Agreement, effective August 18, 2021 ( <b><i>LODGED UNDER SEAL</i></b> )
Exhibit I	Isagenix's Disciplinary Letter to Jay and Siv Bennett, dated May 1, 2020 ( <b><i>LODGED UNDER SEAL</i></b> )
Exhibit J	Isagenix Commission Tax Invoices from May 2021, 2022, and 2023
Exhibit K	Isagenix Letter to Jay and Siv Bennett re Notice of Expiration of Associate Contract, dated May 25, 2023
Exhibit L	Isagenix Screenshots of Bennetts' Associate Backoffice

# EXHIBIT A



# ISAGENIX INTERNATIONAL, LLC POLICIES AND PROCEDURES

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Isagenix Independent Associate Policies and Procedures United States and Puerto Rico

Effective August 20, 2020

## 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 other Members, both within and outside of my own organization
- honor my obligation to protect Isagenix's confidential information, including the contact information of other Members
- abide by all of the Isagenix Policies and Procedures, as currently in effect and as may be amended by Isagenix from time to time

### 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 Member 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, 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 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 and policies that apply to me Section

## 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](https://www.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 or purchase an Associate Support System, as applicable; **(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 Section 3.5. (See Section 3.5 for additional information and restrictions.) 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 a commission or bonus payment, 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.

Isagenix Customers may apply to become an Associate at any time in order to participate in the Compensation Plan. These persons remain eligible to purchase Isagenix products at the prices dictated by establishing a Customer Membership Account. In addition, the person may retain his/her current Position so long as he/ she makes the election within 24 months after becoming a Customer. If a Customer elects to become an Associate after 24 months, he/she may enroll at the bottom of his/her current leg with his/her current Enrolling Sponsor. Upon becoming an Associate, the person will then be eligible to receive compensation under the Compensation Plan.

## **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, such Positions may be terminated and the waiting periods in Section 3.5 will apply from the Position's most recent 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 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 Section 2.3 prohibiting more than one Position per person and the reenrollment provisions of Section 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 Independent Associate. You further understand and agree that you will not be treated as an employee for federal or state tax purposes, and will not be treated as an employee for purposes of 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 other than your own residence, you will be responsible for procuring, furnishing, equipping, and paying for such place of business. As a self-employed independent contractor, you are also responsible for complying with any applicable federal, state, provincial, or local business licensing requirements.

## 2.9 Annual Renewal.

You must renew your IAAA annually by paying the applicable renewal fee, plus 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 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. (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 Members 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 local 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 the event of a dispute. (Although Customers are also assigned Positions in the applicable Marketing Organization for tracking purposes, they do not have any Retail Business Centers and are not eligible to earn commissions unless they become an Associate.)

**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 initially will be reviewed by Sales and if it is found to warrant further action, will be sent to the Field Relations Board ("FRB") for consideration. The request may be 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 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. You may request to sell your Position if: **(a)** you have actively operated your Position as an Active Paid-As Executive 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 Section 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, **(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 Section 3.5. If you desire to voluntarily cancel your Associate Contract/Position and intend to reenroll, you must sign and submit a "Voluntary Request to Relinquish Position With Intent to Re-Enroll" form (sometimes referred to as the "Reenrollment Request Form"). Written requests for cancellation are considered effective when a valid request is received by Isagenix. **Cancellation notices may be mailed to:**

Isagenix International, LLC  
Attn: Account Requests  
155 E. Rivulon Blvd  
Gilbert, AZ 85297

Sent via facsimile to: (480) 636-5386; or scanned and emailed to: [AccountRequests@isagenixcorp.com](mailto:AccountRequests@isagenixcorp.com). Isagenix may, at its sole 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 by discouraging individuals from attempting to switch Marketing Organizations, no person who currently holds or has held an interest in a terminated or canceled Position may reenroll until expiration of the period specified in this Section, except as provided below.

If you wish to reenroll, you may apply to subject to the following rules and waiting periods:

- Customers may reapply six months from the date of their most recent Qualifying Activity.
- Associates who have never earned a commission or who have earned less than \$500 total 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 with Isagenix over the 12-month period immediately preceding their last Qualifying Activity may reapply 12 months from the date of their last Qualifying Activity.
- Regardless of income received, Associates who have ever achieved the rank of Director or above may reapply 24 months from the date of their last Qualifying Activity, and neither they nor their spouse are eligible to re-earn any Rank Advancement Bonuses previously earned in either of their Positions.

A Qualifying Activity, for purposes of this policy, is defined as placing 100 BV or more in product orders in a single calendar month, earning a commission or receiving any form of compensation, attending an incentive trip, enrolling a Member or providing a new Customer referral, or engaging in any solicitation or prospecting activity.

If you wish to continue ordering Isagenix products from your current Position at Member prices during your waiting period without resetting your waiting period each time you order, you must sign and submit a Reenrollment Request Form. By submitting this form, you irrevocably waive and forfeit all rights relating to your current Position(s) (including all Compensation and Ranks). You must explain your reasons for making the request and where you intend to enroll after the waiting period expires. For purposes of this exception, your applicable waiting period will start on the date Isagenix receives your completed Reenrollment Request Form, even if your Position has already been inactive for any amount of time. Your intent to cancel and reenroll will be communicated to your current Enrolling Sponsor, and volume from your purchases will continue to be credited to your current Enrolling Sponsor until the date your wait-out period expires and your new enrollment takes place.

Anyone found trying to circumvent this policy in any way, including by attempting to enroll with another Isagenix Marketing Organization prior to their approved reenrollment date, by enrolling under a business entity or a different name, by cooperating with another person or working a business for another person, by operating an account in the name of a spouse or family member, or by engaging in any Qualifying Activities, may be subject to corrective action, up to and including the “resetting” of his or her waiting period, repayment of any bonuses or commissions earned in the new Position, denial of reenrollment requests, and/or the termination of his or her Associate Contract, including any and all Position(s). 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 Section 3.5. For purposes of this determination, Isagenix may consider whether an Associate's spouse has earned a Rank Advancement Bonus.

Despite this Section 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 approved in writing by Isagenix. You may not encourage anyone who is already enrolled in Isagenix, whether as a Customer 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 generally will investigate patterns of reenrollments and reenrollment requests suggestive of violations of this policy. Isagenix may, at its sole discretion, refuse any reenrollment request for any reason, even if the applicant has complied with the specified waiting periods and taken all other steps necessary for reenrollment.

Although Isagenix permits spouses to hold separate Positions, they must remain in the same Line of Sponsorship. Therefore, before either spouse can reenroll, both spouses must satisfy the conditions and waiting periods 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 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 Section 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 Autoship 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 or Associates, either directly or through others, for the primary purpose of qualifying any Position for any commission, bonus, 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 Autoship Program.

As a convenience, Members may enroll in our optional Autoship program, depending on market availability, so that Members can automatically receive Isagenix products on a recurring schedule approximately every 30 days without the need for physically placing an order. Please refer to the Customer Membership Account Application and Agreement for additional details. We may encourage Associates to participate in the Autoship program to receive best pricing, but Associates are not required to join the Autoship program in order to participate in the Compensation Plan or business promotions.

#### 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 auctions 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 acknowledge and agree that a breach of such obligations will cause irreparable harm and damage to Isagenix and expressly 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 penalties.

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 acknowledge and agree that a breach of such obligations will cause irreparable harm and damage to Isagenix and expressly 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 penalties.

#### 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 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. When product is returned to Isagenix, commissions and bonuses paid to Associates from the sale of that product will be charged back and deducted from future payments to those Associates who originally received the commissions and bonuses.

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

To protect 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, PV, commissions and bonuses 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 the commissions and bonuses.

### **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 Section, 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 and Customers provided to you in any document or report, and the identities of and contact information for Associates 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 for as long as such information is deemed by Isagenix to be confidential. 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. You acknowledge that the 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 damage to Isagenix and its Associates. You recognize and agree that misuse 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 Section. If any action is taken to enforce this provision or to obtain injunctive relief or recover damages, 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 the confidentiality obligations and related remedies 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 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 ventures, goods, or services to any Associate 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 of any Associate or Customer. A solicitation includes any direct or indirect attempt to entice or encourage an Associate or Customer to consider joining or working with or for another network marketing, multi-level marketing, or direct selling company. A solicitation may include communicating information (including through online and social media postings) about another business venture to any Associate or Customer, to the extent a reasonable person would interpret your communication as an attempt to solicit his or her interest in that business venture. For additional information, please consult the applicable Guidance Documents which can be obtained in your ABO or contact Isagenix Compliance at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com).

Violation of this provision is grounds for termination of your Position and may also give rise to other claims for unauthorized use of Confidential Information. You acknowledge that a breach of this policy will result in irreparable damage to Isagenix and its Associates. 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. If any action is taken to enforce this policy or to obtain injunctive relief or recover damages, 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 related remedies 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 or 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. 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 waiting period has passed, as set forth in Section 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, up to and including monetary fines and termination of their Position(s).

It is also a violation of your Associate Contract to solicit or encourage any Associate or Customer to change Marketing Organizations. 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 or Customer to change Marketing Organizations may be deemed a violation of this Section even if such Associate or Customer waits out the appropriate amount of time under Section 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, up to and including monetary fines and termination of the involved Position(s). Evidence of manipulation may include, 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 form of compensation.
- 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 commissions or bonus 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 encourage you to report any suspected manipulative activities to the Compliance Department at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com).

#### 5.6 Income Claims.

You understand and agree that you will not misrepresent the actual or potential income that may be earned under the Compensation Plan. 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). It is your responsibility to include all relevant information to ensure that any representation you make is truthful and not misleading.

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

When describing Isagenix products and personal experiences with Isagenix, 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 product claim or weight loss claim, you agree to accompany the claim with any appropriate disclaimers, copies of which can be obtained in your ABO or at [IsagenixCompliance.com](https://IsagenixCompliance.com). It is your responsibility to disclose all relevant information to ensure that any representation you make is truthful and not misleading. You understand and agree that you will 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.

### **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 Associates and Customers to have designated company spokespersons handle all communications with the media. Accordingly, Isagenix Independent Associates and Customers 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 they do not mention Isagenix by name, unless they receive prior written consent from Isagenix. 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 Isagenix. 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 typically indicated by the use of the “TM” or “®” symbols. Isagenix trademarks also may 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, 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 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.

**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 (such as a Value Pak, sample pak, or other product pak) 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 damage. 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, take one or more of the following actions:

- issue a written advisory
- revoke recognition or invitation to an Isagenix event
- suspend or revoke access to special privileges, including executive reports, access to the ABO, access to social media pages and groups, and other privileges
- impose monetary fines or other penalties, which may be withheld from current or future commissions and/or bonus payments
- temporarily suspend commissions, bonuses, 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 there to
- reassign all or part of the Associate's Marketing Organization
- seek compensatory and injunctive remedies, as applicable
- 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 commissions and bonuses 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 commissions or bonuses withheld during the investigation period, unless otherwise required by law.

### 7.2 Field Relations Board.

The 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 or Customer; and **(d)** each time you accept commissions or other payments under the Compensation Plan.

You will be bound by any amendments upon notification of the amendments 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 IsaMail account or 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 govern 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 regarding commissions, bonuses, 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.**

In no event shall any Isagenix officer, director, employee, affiliate, successor, or assignee be liable for any special, punitive, indirect, or consequential damages, for any claims or actions resulting from or arising out of these Policies or any other agreement you have entered into with Isagenix, 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 ARISING OUT OF, OR RELATING TO, THESE POLICIES AND PROCEDURES, THE COMPENSATION PLAN, OR THE GUIDANCE DOCUMENTS, OR THE BREACH THEREOF, SHALL BE SETTLED BY CONFIDENTIAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND 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, 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. 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. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses, including legal and filing fees; provided, however, that the arbitrator will have discretion to award legal fees and other costs to the prevailing party. 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 obtaining a temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect the party's interests prior to, during or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with an arbitration or other proceeding. The arbitrator(s) will have the authority to continue injunctive relief and to enter a permanent order granting such relief.

In addition, nothing in the arbitration provision shall prevent Isagenix from filing a lawsuit to identify unknown persons, including, but not limited to, unidentified Customers or Associates, 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. Once a person is determined to be a Customer or Associate, Isagenix may take further action against such persons. 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.

In the event that a dispute or claim arising out of, or relating to this Agreement, is not subject to arbitration as set forth above, the laws of the state of Arizona shall govern, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of Arizona. In the event of a dispute for jurisdictional purposes, persons residing in Louisiana shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law. If the laws of your place 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 in conformance with those laws as to that jurisdiction only.

## SECTION 10. GLOSSARY

**Achieved Rank** – the highest Rank in which an Associate has qualified within the Compensation Plan.

**Associate** – an independent contractor who has met and continues to meet the eligibility requirements set forth in the Associate Contract. Associates may purchase and resell Isagenix products, subject to applicable laws, policies and agreements, and are generally eligible to earn compensation under the Compensation Plan.

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

**Associate Contract** – the contract between Isagenix and each Associate which includes the Isagenix Independent Associate Application and Agreement, 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. These documents, including items incorporated by reference in such documents, may be collectively referred to as and comprise the “Agreement.”

**Associate Membership Account** – the Isagenix account established by an Associate upon agreeing to the Associate Contract, 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 each Isagenix Associate at enrollment. It includes an Isagenix Associate Website where an Associate’s Retail Customers may purchase Isagenix products at the retail price and where an Associate may enroll new Customers and Associates. It also includes access to the Associate Back Office and training materials.

**Autoship or Lifestyle Rewards** – an optional program of convenience permitting preselected, pre-authorized orders to be automatically shipped on a selected date each month. The Autoship program provides additional savings and convenience to Members who elect to participate. Associates are not required to participate in the Autoship program in order to participate in the Compensation Plan.

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

**Business Center** – the term “Business Center” is given the meaning set forth in the Compensation Plan.

**Compensation** – the commissions, bonuses and other consideration received by an Associate under the Compensation Plan or through other 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.

**Customer Membership Account** – the account established by Customers upon agreeing to the terms and conditions of the Customer Membership Account Application and Agreement and supplying the requisite information. The Customer Membership Account may also be referred to as a “Preferred Customer Account.”

**Customers** – are End Consumers, who may also be referred to as a “Preferred Customer”, that have created a Customer Membership Account to purchase Isagenix products at discount prices for their own personal use or the personal use of their Immediate Household only, and who have agreed to certain terms and conditions. In addition to persons who have created a Customer Membership Account, other persons may purchase Isagenix products as “Retail Customers,”

or other type of customers as may be designated from time to time by Isagenix, all of whom also may be considered End Consumers. Customers, and Retail Customers may not participate in the Compensation Plan or resell products. The term “Customer” by itself refers only to persons who have created a Customer Membership Account and does not refer to Retail Customers. A Customer may elect to participate in the Isagenix Autoship program.

**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 Customer or an Associate.

**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, and 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) and can be found on official Isagenix publications, including in the Associate Back Office.

**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 and 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 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** – all Customers 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 Customer or an Associate or both, depending on the context.

**Membership Fee** – the fee that an Associate may elect to pay in order to receive product pricing discounts, participate in the Compensation Plan, and other membership benefits that Isagenix may provide from time to time.

**Non-Solicitation Period** – the period during which Associates agree not to solicit other Isagenix Associates or Customers to join another business venture. The Non-Solicitation Period begins upon enrollment as an Associate and does not end until one year after the relationship with Isagenix ends, unless otherwise extended pursuant to Section 5.3.

**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 an enrolling Associate or Customer is placed in the Compensation Plan. The Placement Sponsor and the Enrolling Sponsor may be the same person.

**Policies and Procedures** – rules and regulations governing 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 Member in the Enrolling Sponsor's Team Placement Tree for purposes of measuring and tracking product sales and allocating commission payments to Associates based on product sales.

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

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

**Retail Customer** – an End Consumer who purchases Isagenix products at the Isagenix suggested retail price from Isagenix.com, an Isagenix Associate Website, or any other sales channels approved by Isagenix. They can also purchase Isagenix Products directly from an Associate in person. Isagenix pays a Retail Direct Profit to the Associate when a purchase is made on their Isagenix Associate Website. Retail Customers do not establish or maintain a Customer Membership Account or have a position in the Isagenix genealogy tree.

**Retail Direct Profit** – the term "Retail Direct Profit" is given the meaning set forth in the Compensation Plan.

**Support Team** – the Line of Sponsorship above your Position in the Team Placement Tree (including your Enrolling Sponsor and Placement Sponsor) who are in a direct line to your Position through your Enrolling Sponsor.

**Team Placement Tree** – an Associate's Marketing Organization (Right and Left Teams) in which newly enrolled Customers and Associates are placed. See Compensation Plan for additional information.

**Wholesale or Wholesale Price/Pricing** – prices established by Isagenix that are less than a product's suggested retail price. stated in the specific Guidance Document) and can be found on official Isagenix publications, including in the Associate Back Office.

# EXHIBIT B

[HOME \(/EN-US\)](#) / [ISAGENIX COMPLIANCE \(/EN-US/ISAGENIX-COMPLIANCE\)](#) /  
POLICIES AND PROCEDURES

## Isagenix Independent Associate Policies and Procedures United States and Puerto Rico

Effective March 27, 2017

### 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 other Members, both within and outside of my own organization;
- honor my obligation to protect Isagenix's confidential information, including the contact information of other Members; and
- abide by all of the Isagenix Policies and Procedures, as currently in effect and as may be amended by Isagenix from time to time.

#### 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 Member 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, 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 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; or
  - attempt in any way, directly or indirectly, to violate or circumvent the Isagenix Policies and Procedures and other Agreements and policies that apply to me.

## **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 or purchase an Associate Support System, as applicable; (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 Section 3.5. (See Section 3.5 for additional information and restrictions.) 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 a commission or bonus payment, 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.

Isagenix Customers may apply to become an Associate at any time in order to participate in the Compensation Plan. These persons remain eligible to purchase Isagenix products at the prices dictated by the Customer Membership Type elected upon enrolling as a Customer. In addition, the person may retain his/her current Position so long as he/she makes the election within 24 months after becoming a Customer. If a Customer elects to become an Associate after 24 months, he/she may enroll at the bottom of his/her current leg with his/her current Enrolling Sponsor. Upon becoming an Associate, the person will then be eligible to receive compensation under the Compensation Plan.

Associates who choose not to create a Customer Membership Account will pay a \$39.00 Membership application fee that is charged annually and may purchase Isagenix products directly from Isagenix at the same prices as Preferred Customers.

**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, such Positions may be terminated and the waiting periods in Section 3.5 will apply from the Position's most recent 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 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 Section 2.3 prohibiting more than one Position per person and the reenrollment provisions of Section 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 Independent Associate. You further understand and agree that you will not be treated as an employee for federal or state tax purposes, and will not be treated as an employee for purposes of 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 other than your own residence, you will be responsible for procuring, furnishing, equipping, and paying for such place of business. As a self-employed independent contractor, you are also responsible for complying with any applicable federal, state, provincial, or local business licensing requirements.

**2.9 Annual Renewal.** You must renew your IAAA annually by paying the applicable renewal fee, plus 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 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. (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 Members 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 local 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 the event of a dispute. (Although Customers are also assigned Positions in the applicable Marketing Organization for tracking purposes, they do not have any Retail Business Centers and are not eligible to earn commissions unless they become an Associate.)

**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 initially will be reviewed by Sales and if it is found to warrant further action, will be sent to the Field Relations Board ("FRB") for consideration. The request may be 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 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. You may request to sell your Position if: (a) you have actively operated your Position as an Active Paid-As Executive 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 Section 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, (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 Section 3.5. If you desire to voluntarily cancel your Associate Contract/Position and intend to reenroll, you must sign and submit a "Voluntary Request to Relinquish Position With Intent to Re-Enroll" form (sometimes referred to as the "Reenrollment Request Form"). Written requests for cancellation are considered effective when a valid request is received by Isagenix. Cancellation notices may be mailed to: Isagenix International, LLC, Attn: Account Requests, 155 E Rivulon Blvd, Gilbert, AZ 85297; sent via facsimile to: (480) 636-5386; or scanned and emailed to: AccountRequests@IsagenixCorp.com. Isagenix may, at its sole 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 by discouraging individuals from attempting to switch Marketing Organizations, no person who currently holds or has held an interest in a terminated or cancelled Position may reenroll until expiration of the period specified in this Section, except as provided below.

(Note: Anyone found trying to circumvent this policy in any way, including by attempting to enroll with another Isagenix Marketing Organization by using a business entity or a different name or by cooperating with another person or working a business for another person, will be subject to corrective action, up to and including the “resetting” of his or her waiting period, the denial of reenrollment requests and/or the termination of his or her Associate Contract, including any and all Position(s). Anyone who is aware of or complicit in efforts to violate or circumvent this policy is subject to the same corrective action.)

The waiting periods contained in this policy do not apply if you wish to reenroll with your same Enrolling Sponsor and be placed in the next open Position below your Placement Sponsor’s Position in the same sponsoring leg or if an existing Customer is converting to Associate in the same Position. Individuals who reenroll under this exception will maintain their previous Achieved Rank for recognition purposes and their reenrollment will not count as a new enrollment for any purpose, including Compensation, advancements, and promotions. If you wish to reenroll with a different Enrolling Sponsor or be placed in a different sponsoring leg, you may apply to reenroll subject to the following rules and waiting periods:

- Customers may reapply six months from the date of their most recent activity (such as placing a product order or providing a new Customer referral).
- Associates who have never earned a commission or who have earned less than \$500 total from Isagenix over the twelve month period immediately preceding the reapplication date may reapply six months after the date of their most recent activity (such as placing a product order, enrolling a new Member, or receiving a Compensation payment).
- Associates who have earned Compensation totaling more than \$500 with Isagenix over the twelve month period immediately preceding the reapplication date may reapply twelve months from the date of their most recent activity (such as placing a product order, enrolling a new Member, or receiving a Compensation payment).

If you wish to continue ordering Isagenix products at discounted prices during your waiting period, without resetting your waiting period each time you order, you must sign and submit a Reenrollment Request Form. By submitting this form, you irrevocably waive and forfeit all rights relating to your current Position(s) (including all Compensation and Ranks). You must explain your reasons for making the request and where you intend to enroll after the waiting period expires. For purposes of this exception, your applicable waiting period will start on the date Isagenix receives your completed Reenrollment Request Form, even if your Position has already been inactive for any amount of time. Your intent to cancel and reenroll will be communicated to your current Enrolling Sponsor and volume from your purchases will continue to be credited to your current Enrolling Sponsor until the date your reenrollment takes effect.

Despite this Section 3.5, as an Associate, you may not encourage anyone who is already enrolled in Isagenix, whether as a Customer 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 generally will investigate patterns of reenrollments and reenrollment requests suggestive of violations of this policy. Isagenix may, at its sole discretion, refuse any reenrollment request for any reason, even if the applicant has complied with the specified waiting periods and taken all other steps necessary for reenrollment.

Note: Although Isagenix permits spouses to hold separate Positions, they must remain in the same Line of Sponsorship. Therefore, before either spouse can reenroll, both spouses must satisfy the conditions and waiting periods 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 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 Section 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 Autoship 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 or Associates, either directly or through others, for the primary purpose of qualifying any Position for any commission, bonus, 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 Autoship Program.** As a convenience, Members may enroll in our optional Autoship program, depending on market availability, so that Members can automatically receive Isagenix products on a recurring schedule approximately every 30 days without the need for physically placing an order. Please refer to the Customer Membership Account Application and Agreement for additional details. We may encourage Associates to participate in the Autoship program to receive best pricing, but Associates are not required to join the Autoship program in order to participate in the Compensation Plan or business promotions.

**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 auctions 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 acknowledge and agree that a breach of such obligations will cause irreparable harm and damage to Isagenix and expressly 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 penalties.

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 acknowledge and agree that a breach of such obligations will cause irreparable harm and damage to Isagenix and expressly 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 penalties.

**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 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 (<https://www.isagenix.com/en-US/isagenix-compliance/return-and-refund-policy>) (which may be found at 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. When product is returned to Isagenix, commissions and bonuses paid to Associates from the sale of that product will be charged back and deducted from future payments to those Associates who originally received the commissions and bonuses.

**4.8 Buy-Back (repurchase) Policy.** To protect 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](mailto>Returns@IsagenixCorp.com)) or by

telephone at (877) 877-8111 to request the Form (or ask questions). BV, PV, commissions and bonuses 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 the commissions and bonuses.

## **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 Section, 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 and Customers provided to you in any document or report, and the identities of and contact information for Associates 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 for as long as such information is deemed by Isagenix to be confidential. 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. You acknowledge that the 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 damage to Isagenix and its Associates. You recognize and agree that misuse 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 Section. If any action is taken to enforce this provision or to obtain injunctive relief or recover damages, 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 the confidentiality obligations and related remedies 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 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 ventures, goods, or services to any Associate 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 of any Associate or Customer. A solicitation includes any direct or indirect attempt to entice or encourage an Associate or Customer to consider joining or working with or for another network marketing, multi-level marketing, or direct selling company. A solicitation may include communicating information (including through online and social media postings) about another business venture to any Associate or Customer, to the extent a reasonable person would interpret your communication as an attempt to solicit his or her interest in that business venture. For additional information, please consult the applicable Guidance Documents which can be obtained in your ABO or contact Isagenix Compliance at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com).

Violation of this provision is grounds for termination of your Position and may also give rise to other claims for unauthorized use of Confidential Information. You acknowledge that a breach of this policy

will result in irreparable damage to Isagenix and its Associates. 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. If any action is taken to enforce this policy or to obtain injunctive relief or recover damages, 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 related remedies 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 or 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. 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 waiting period has passed, as set forth in Section 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, up to and including monetary fines and termination of their Position(s).

It is also a violation of your Associate Contract to solicit or encourage any Associate or Customer to change Marketing Organizations. 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 or Customer to change Marketing Organizations may be deemed a violation of this Section even if such Associate or Customer waits out the appropriate amount of time under Section 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, up to and including monetary fines and termination of the involved Position (s). Evidence of manipulation may include, 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 form of compensation.

- 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 commissions or bonus 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 encourage you to report any suspected manipulative activities to the Compliance Department at [Compliance@IsagenixCorp.com](mailto:Compliance@IsagenixCorp.com).

**5.6 Income Claims.** You understand and agree that you will not misrepresent the actual or potential income that may be earned under the Compensation Plan. 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). It is your responsibility to include all relevant information to ensure that any representation you make is truthful and not misleading.

**5.7 Product and Weight Loss Claims.** When describing Isagenix products and personal experiences with Isagenix, 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 product claim or weight loss claim, you agree to accompany the claim with any appropriate disclaimers, copies of which can be obtained in your ABO or at [IsagenixCompliance.com](https://IsagenixCompliance.com). It is your responsibility to disclose all relevant information to ensure that any representation you make is truthful and not misleading. You understand and agree that you will 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.

**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 Associates and Customers to have designated company spokespersons handle all communications with the media. Accordingly, Isagenix Independent Associates and Customers 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 they do not mention Isagenix by name, unless they receive prior written consent from Isagenix. 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) (<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 Isagenix. 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 typically indicated by the use of the "TM" or "®" symbols. Isagenix trademarks also may 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, 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 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.

**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 (such as a Value Pak, sample pak, or other product pak) 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 damage. 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, take one or more of the following actions:

- issue a written advisory;
- revoke recognition or invitation to an Isagenix event;
- suspend or revoke access to special privileges, including executive reports, access to the ABO, access to social media pages and groups, and other privileges;
- impose monetary fines or other penalties, which may be withheld from current or future commissions and/or bonus payments;
- temporarily suspend commissions, bonuses, 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 thereto;
- 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 commissions and bonuses 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 commissions or bonuses withheld during the investigation period, unless otherwise required by law.

**7.2 Field Relations Board.** The 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 or Customer; (b) renewing your annual

Membership; (c) each time you personally enroll a new Associate or Customer; and (d) each time you accept commissions or other payments under the Compensation Plan.

You will be bound by any amendments upon notification of the amendments 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 IsaMail account or 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 govern 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 regarding commissions, bonuses, 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.** In no event shall any Isagenix officer, director, employee, affiliate, successor, or assignee be liable for any special, punitive, indirect, or consequential damages, for any claims or actions resulting from or arising out of these Policies or any other agreement you have entered into with Isagenix, 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 ARISING OUT OF, OR RELATING TO, THESE POLICIES AND PROCEDURES, THE COMPENSATION PLAN, OR THE GUIDANCE DOCUMENTS, OR THE BREACH THEREOF, SHALL BE SETTLED BY CONFIDENTIAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND 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, 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. 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. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses, including legal and filing fees; provided, however, that the arbitrator will

have discretion to award legal fees and other costs to the prevailing party. 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 obtaining a temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect the party's interests prior to, during or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with an arbitration or other proceeding. The arbitrator(s) will have the authority to continue injunctive relief and to enter a permanent order granting such relief.

In addition, nothing in the arbitration provision shall prevent Isagenix from filing a lawsuit to identify unknown persons, including, but not limited to, unidentified Customers or Associates, 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. Once a person is determined to be a Customer or Associate, Isagenix may take further action against such persons. 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.

In the event that a dispute or claim arising out of, or relating to this Agreement, is not subject to arbitration as set forth above, the laws of the state of Arizona shall govern, and the parties agree that proper jurisdiction and venue shall be in the state and federal courts of Arizona. In the event of a dispute for jurisdictional purposes, persons



residing in Louisiana shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law. If the laws of your place 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 in conformance with those laws as to that jurisdiction only.

## **Section 10. Glossary**

**Achieved Rank** –the highest Rank in which an Associate has qualified within the Compensation Plan.

**Associate** – an independent contractor who has met and continues to meet the eligibility requirements set forth in the Associate Contract. Associates may purchase and resell Isagenix products, subject to applicable laws, policies and agreements, and are generally eligible to earn compensation under the Compensation Plan.

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

**Associate Contract** – the contract between Isagenix and each Associate which includes the Isagenix Independent Associate Application and Agreement, 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. These documents, including items incorporated by reference in such documents, may be collectively referred to as and comprise the “Agreement.”

Associate Membership Account – the Isagenix account established by an Associate upon agreeing to the Associate Contract, 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 each Isagenix Associate at enrollment. It includes an Isagenix Associate Website where an Associate’s Retail Direct Customers may purchase Isagenix products at the retail price and where an Associate may enroll new Customers and Associates. It also includes access to the Associate Back Office and training materials.

Autoship – an optional program of convenience permitting preselected, pre-authorized orders to be automatically shipped on a selected date each month. The Autoship program provides additional savings and convenience to Members who elect to participate. Associates are not required to participate in the Autoship program in order to participate in the Compensation Plan.

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

Business Center – the term “Business Center” is given the meaning set forth in the Compensation Plan.

Compensation – the commissions, bonuses and other consideration received by an Associate under the Compensation Plan or through other 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.

Customer Membership Account – the account established by Customers upon agreeing to the terms and conditions of the Customer Membership Account Application and Agreement and supplying the requisite information. The Customer Membership Account may also be referred to as a “Customer Account.”

Customer Type – the type or level of membership selected by a Customer as indicated by the Customer’s election at the time of enrollment or by the Membership Fee paid by the Customer.

Customers – End Consumers who have created a Membership Account to purchase Isagenix products at discount prices for their own personal use or the personal use of their Immediate Household only. In addition to persons who have created a Membership Account, other persons may purchase Isagenix products as “Retail Customers,” “Retail Direct Customers,” or other type of customers as may be designated from time to time by Isagenix, all of whom also may be considered End Consumers. Customers, Retail Customers and Retail Direct Customers may not participate in the Compensation Plan or resell products. The term “Customer” by itself refers only to persons who have created a Customer Membership Account and does not refer to Retail Customers or Retail Direct 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 Customer or an Associate.

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, and 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) and can be found on official Isagenix publications, including in the Associate Back Office.

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 and 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 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 – all Customers 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 Customer or an Associate or both, depending on the context.

Membership Fee – the fee that a Member may elect to pay in order to receive product pricing discounts that are not available to non-Members and other membership benefits that Isagenix may provide from time to time.

Non-Solicitation Period – the period during which Associates agree not to solicit other Isagenix Associates or Customers to join another business venture. The Non-Solicitation Period begins upon enrollment as an Associate and does not end until one year after the relationship with Isagenix ends, unless otherwise extended pursuant to Section 5.3.

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 an enrolling Associate or Customer is placed in the Compensation Plan. The Placement Sponsor and the Enrolling Sponsor may be the same person.

Policies and Procedures – rules and regulations governing 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 Member in the Enrolling Sponsor’s Team Placement Tree for purposes of measuring and tracking product sales and allocating commission payments to Associates based on product sales.

Preferred Customer – a Customer who has established a Customer Membership Account, elected to pay the applicable Membership Fee, and has agreed to certain terms and conditions. A Preferred Customer may elect to participate in the Isagenix Autoship program.

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

Region – a country or a group of countries designated by Isagenix for purposes of distinguishing an area of the world where an Associate may sponsor new Associates and Customers.

Retail Customer – a person who purchases Isagenix products directly

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



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Current language: English (United States)



# EXHIBIT C



## **Isagenix International, LLC Policies & Procedures**





Welcome to Isagenix®—We offer Solutions to Transform Lives™! Our mission is to provide great products that can help you lose weight, improve your energy and performance, and live healthier longer. For those who wish to share our great products with others, we also offer one of the best income opportunities in the network marketing industry.

As responsible business owners, we understand the importance of integrity; it's one of our company's core values. Integrity involves adhering to a code of ethical principles that govern how we develop and market our products, how we manage our compensation plan, and how we operate our business. We also expect our Independent Associates to follow a code of ethical principles by agreeing to abide by our Policies and Procedures, which set forth the rules that govern how our Associates market our products and operate their businesses. The Policies and Procedures are designed to protect the company and its products from legal challenges and to protect Associates by ensuring a level playing field. As a member of the Direct Selling Association, we have agreed to abide by the DSA's Code of Ethics ([www.dsa.org/ethics/code/](http://www.dsa.org/ethics/code/)). We also have adopted our own expanded Code of Ethics, applicable to all Associates, which are incorporated into Section 1 of our Policies and Procedures.

The Policies and Procedures are supplemented by our Guidance Documents, which you can access either online in your Associate Back Office or by requesting a hard copy. The Guidance Documents provide additional detail to clarify certain sections of the Policies and Procedures and provide analyses of specific fact situations to help Associates understand how we interpret and apply the Policies and Procedures.

We are thrilled you've joined our family. We believe Isagenix can be the vehicle to help you take control of your health and your wealth. We are committed to providing truly exceptional products, customer service and the tools you need to support your success.

Together, we can truly impact the quality of your life and the people you love.

Your partners in success,

Jim and Kathy Coover, Co-Founders  
Isagenix International, LLC



## ISAGENIX POLICIES & PROCEDURES

### Section 1. Code of Ethics

#### 1.1. As an Independent Isagenix 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 other Associates, both within and outside of my own organization;
- honor my obligation to protect Isagenix's confidential information, including the contact information of other Associates and Isagenix customers; and
- abide by all of the Isagenix Policies and Procedures, as currently in effect and as may be amended by Isagenix from time to time.

#### 1.2 As an Independent Isagenix 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 unauthorized or exaggerated claim about Isagenix products or the Isagenix income opportunity;
- entice or encourage any existing Isagenix Associate or customer to join my team from another team under any circumstance, directly or indirectly, and I will not 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 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 a customer or another 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; or
- attempt in any way, directly or indirectly, to violate or circumvent these Isagenix Policies and Procedures.



## ISAGENIX POLICIES & PROCEDURES

### Section 2. Your Relationship with Isagenix

**2.1 Becoming a Preferred Customer.** A Preferred Customer is someone who wishes to purchase Isagenix products at wholesale prices, but does not wish to participate in the Compensation Plan. You become a Preferred Customer when your Membership Application and Agreement is received and accepted by Isagenix, and you have paid the applicable membership fee. As a Preferred Customer, you may purchase Isagenix products only for personal or family use and may not purchase more than you can reasonably consume in one month. Preferred Customers are not eligible to participate in the Compensation Plan and may not resell products or make purchases to help others resell products.

A Preferred Customer may choose to participate in the Compensation Plan at any time, and still be eligible to purchase Isagenix products at wholesale prices as a consumer, by becoming an Associate as provided in Section 2.2.

**2.2 Becoming an Independent Isagenix Associate.** To become an Associate, you must: (1) meet and satisfy the eligibility requirements set forth in Section 2.3; (2) sign and submit a properly completed Membership Application and Agreement; (3) pay a membership fee or purchase a Business Tool Kit, as applicable; and (4) receive and accept your first commission or bonus payment. Isagenix reserves the right to refuse any application. By becoming an Associate, and each time you receive and accept a commission or bonus payment, you agree to abide by the Policies and Procedures, as may be amended from time to time.

If you elect to change your status from Preferred Customer to Associate, you may retain your current Position so long as you make the election within 24 months of becoming a Preferred Customer. After converting to Associate status, you will be eligible to receive compensation under the Compensation Plan, except that you will not be eligible to receive compensation on volume generated before you became an Associate.

**2.3 Eligibility Requirements.** To be eligible to become an Associate, you must: (1) be of legal age (at least 18 in the U.S.) and legally competent to enter into a binding contract in the jurisdiction in which you reside; (2) be a citizen or taxpaying resident of a country in which Isagenix is officially open for business; (3) provide a complete, legible, unaltered, and valid application, including valid contact information and (if required) a valid government-issued tax identification number; and (4) not already have an interest in a Position in the Compensation Plan.

**2.4 Accurate Information.** You may not enroll or help anyone else enroll with false, inaccurate, misleading, or incomplete information. It is your responsibility to inform Isagenix of any changes to your information. Isagenix will not be responsible for delays and possible loss or forfeiture of commissions or bonuses that would otherwise be payable to individuals who have provided false, inaccurate, misleading, or incomplete information to Isagenix. Isagenix reserves the right to terminate any Position that is being operated by any person other than the person named on the account.

**2.5 No More than One Position.** You may not have a financial interest or any other interest in more than one Position, even when that Position is held by a separate business entity or another person, except in limited circumstances (including Re-Entry Positions) as approved in writing by Isagenix.

**2.6 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). As consideration for allowing spouses to hold a financial interest in more than one Position, each spouse agrees that the actions of one spouse may be attributed to both spouses and may result in corrective action against both spouses.

**2.7 Re-Entry Positions.** If you meet the qualifications set forth in the Re-Entry Application, and Isagenix approves your application, you

will be granted an additional Position, known as a Re-Entry Position. Because the grant of a Re-Entry Position is a privilege, Isagenix reserves the right to withhold approval of any application in its sole discretion. Isagenix reserves the right to amend or discontinue the Re-Entry Program at any time at its sole discretion.

**2.8 Other Special Programs.** From time to time, Isagenix may implement other special programs where applicants who meet the necessary qualifications can apply to operate additional Positions. Isagenix reserves the right to amend or discontinue these programs at any time at its sole discretion.

**2.9 Business Entities and Charities.** You may operate your Position as a business entity or charity, or convert your existing individual account to a business entity, if you provide: (1) an employer identification number ("EIN"); (2) your own valid government-issued tax identification number; and (3) any other information requested by Isagenix to verify the existence, ownership, and good standing of the business entity. Isagenix reserves the right to refuse any application.

**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. No Member may use this provision to circumvent Section 2.5 allowing no more than one Position per person.

**2.10 Independent Contractor Status.** As an Associate, you are an independent contractor. You are not an employee, agent, partner, or franchisee of, nor are you a party to a joint venture with Isagenix. You are not agreeing to purchase a franchise or distributorship, and there are no exclusive territories granted to any Associate. You are also not acquiring any interest in a security. You have no authority to incur any debt, expense, or obligation on behalf of Isagenix. As an independent contractor, you are responsible for your own expenses and any applicable taxes (including self-employment taxes and any applicable income taxes). You are also responsible for providing your own place of business, determining your own work hours, supplying your own equipment and supplies, and obtaining all applicable licenses and complying with all legal and regulatory requirements that apply to you. You agree that you will not represent yourself as anything other than an Independent Isagenix Associate. If your Membership Application and Agreement is terminated for any reason, you understand and agree that, as an independent contractor, you are not entitled to receive workers' compensation or other employment-related benefits and you agree that you will not assert such claims.

**2.11 Annual Renewal.** Your Membership Application and Agreement must be renewed annually by paying the applicable renewal fee. If you fail to renew, whether intentionally or not, you may forfeit your Position and other benefits associated with your membership. As a convenience, if you purchase Isagenix products or attend an Isagenix event within 90 days before your renewal date, you agree that Isagenix is entitled to renew your account automatically approximately 30 days prior to your renewal date by charging your current method of payment on file. If you do not wish to participate in this automatic renewal program, you may opt out by calling the Customer Care Department at (877) 877-8111.

**2.12 Becoming an International Sponsor.** If you wish to enroll Associates outside your home region and earn compensation based on the sale of Isagenix products in those regions, you must become an International Sponsor by signing and submitting an International Sponsorship Application and Agreement and paying the applicable annual fee. If you choose to become an International Sponsor, you must abide by the Policies and Procedures and local laws and regulations applicable to each respective country in which you operate.

### Section 3. Understanding Your Isagenix Position

**3.1 Placement of Your Isagenix Position.** When you enroll as an Associate with Isagenix, you will occupy a Position in accordance with the Compensation Plan. The person who enrolled you with Isagenix is your Enrolling Sponsor; the person who occupies the Position



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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 Membership Application and Agreement, but reserves the right to redesignate either sponsor in the event of a dispute. Although Preferred Customers are also assigned Positions for tracking purposes, they are not eligible to earn compensation unless they convert to Associate status, as described in Sections 2.2 and 2.3.

**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 limited circumstances. Any request to change sponsorship or placement must be expressly approved by Isagenix.

**3.3 Modifying or Selling Your Position.** Isagenix reserves the right to approve or disapprove any modification you propose to make to your Position. Before we can approve such a change you must submit a written statement outlining the proposed modification and the reasons for the modification. You may sell your Position if: (a) you have actively operated your Position as an active "Paid-As" Executive (as defined in the Compensation Plan) for the previous six consecutive months; (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 the sale occurs; and (c) Isagenix approves the sale in writing. Isagenix may approve or disapprove of any proposed sale, at its sole discretion, and reserves the right to purchase the Position from you on substantially the same terms and conditions specified in the notice. Note: This Section applies to any attempt to transfer an interest in a business entity that owns a Position. Positions held by Preferred Customers may not be sold or assigned.

**3.4 Voluntary Cancellation of Your Position.** You may cancel your Position: (a) at any time by signing and submitting a written request to Isagenix, or (b) following any anniversary of your enrollment date, by failing or choosing not to pay your annual renewal fee when it is due. Note: Once your 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 Section 3.5. To voluntarily cancel your Position, you must sign and submit a Voluntary Request to Relinquish Position Form, or send us a written request, including your printed name, Associate ID number, phone number, email address, and signature (to help us prevent third parties from cancelling your account without your knowledge). Cancellations will be considered effective when a legitimate request is received by Isagenix. Cancellation notices may be mailed to: Isagenix International, LLC, Attn: Account Requests, 2225 S. Price Rd., Chandler, AZ 85286, sent via facsimile to: (480) 636-5386, or they may be scanned and emailed to: AccountRequests@IsagenixCorp.com. If you are requesting to cancel your Autoship or Backup Order only, please contact the Customer Care Department at (877) 877-8111.

**3.5 Reenrolling After Cancellation; Eligibility.** To protect the integrity of each Isagenix Position by discouraging individuals from attempting to switch teams, no person who currently holds or has held an interest in a terminated or cancelled Position may reenroll until expiration of the period specified in this Section, except as provided below.

**Note:** Anyone found trying to circumvent this policy in any way, including by attempting to enroll with another Isagenix marketing organization using a business entity or a different name or by cooperating with another person or working a business for another person, will be subject to corrective action, up to and including the "resetting" of his or her waiting period, the denial of reenrollment requests and/or the possible termination of his or her Position(s).

The waiting periods contained in this policy do not apply if you wish to reenroll with your same Enrolling Sponsor and be placed in the next open Position below your Placement Sponsor's Position in the same sponsoring leg. Individuals who reenroll under this exception will maintain their previous recognition rank and their reenrollment will not count as a new enrollment for compensation purposes. If you

wish to reenroll with a different Enrolling Sponsor or be placed in a different sponsoring leg, you may apply to reenroll subject to the following rules and waiting periods:

- "Product Users" and "Product Sharers" may reapply six months from the date of their most recent activity (such as a product order or commission payment). "Product Users" are those who have never earned a commission or haven't earned a commission over the previous twelve months. "Product Sharers" are those who have earned commissions less than \$500 over the previous twelve months.
- "Business Builders" may reapply twelve months from the date of their most recent activity. This category includes everyone who has earned commissions more than \$500 with Isagenix over the previous twelve months.

If you wish to continue ordering Isagenix products at discounted member prices during your waiting period, without resetting your waiting period each time you order, you must sign and submit an official Reenrollment Request Form. By submitting this form, you irrevocably waive all rights relating to your current Position(s) (including all compensation) and you must explain your reason for making the request and where you plan to enroll after the waiting period expires. For purposes of this exception, your applicable waiting period will begin to count from the date Isagenix receives your completed form, even if your Position has already been inactive for any amount of time. Your intent to cancel and reenroll will be communicated to your current Enrolling Sponsor and volume from your purchases will continue to be credited to your current Enrolling Sponsor.

Despite this Section 3.5, you may not encourage anyone who is already enrolled in Isagenix to cancel his or her Position or move to another organization, even if you tell them to do so in accordance with this policy, and even if you were the one who enrolled that person in your previous marketing organization. Isagenix reserves the right to take corrective action, up to and including monetary fines and termination of all involved Positions, including against the Enrolling Sponsor in the new marketing organization, if Isagenix determines, in its reasonable discretion, that there is a pattern of reenrollment requests or attempts to move from one marketing organization to another due to direct or indirect coaching or other forms of encouragement. Isagenix further reserves the right to refuse any reenrollment application even if the former Associate has complied with the waiting periods set forth in this Section.

**Note:** Although Isagenix permits spouses to hold separate Positions, they must remain in the same line of sponsorship. Therefore, before either spouse can reenroll under this Section, both spouses must satisfy the conditions and waiting periods 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 proposed resolution does not conflict with these Policies and Procedures. Additionally, Positions cannot be divided into separate interests and any divorce decree or settlement agreement that purports to divide or separate the Position will cause the Position to automatically terminate as of the date of any such decree or settlement.

**3.7 Succession.** Upon the death or incapacitation of an Associate, all rights to the Position may be transferred to a successor as provided in the Associate's will or as otherwise ordered by a court of competent jurisdiction or other testamentary process, subject to approval by Isagenix. Within six months of the Associate's death or incapacitation, the successor(s) must present 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 Membership Application and Agreement 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 Policies and Procedures and the Compensation Plan. If the successor



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is already a Member, Isagenix will allow the successor to hold both the existing and the inherited Positions for up to nine months, by which time the successor must have sold or otherwise transferred one of the Positions in accordance with the Policies and Procedures. Note: The requirement to sell or otherwise transfer one of the Positions after nine months does not apply if the successor is the spouse of the transferring 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. If there is no appropriate or qualified successor to provide responsible leadership and support to the organization, Isagenix may, at its sole discretion, offer to purchase the Position at a fair market value determined by Isagenix.

### Section 4. Isagenix Products

**4.1 Purchasing Isagenix Products.** There is no requirement to enroll in the Compensation Plan or commit to a minimum order to purchase Isagenix products. Retail Customers may purchase Isagenix products directly from Associates, either in person or by placing an order through an Associate's replicated website. In exchange for an annual membership fee,

Preferred Customers and Associates may purchase Isagenix products directly from Isagenix at a discount. Associates are also eligible to earn compensation pursuant to the Compensation Plan based on sales of Isagenix products to Retail Customers, Preferred Customers, and Associates. Isagenix reserves the right to adjust the price of its products or services at any time. Although you are required to achieve certain levels of personal sales (which may include retail sales) to earn compensation under the Compensation Plan, you are not required to purchase any Isagenix products or participate in the Autoship or Backup Order program to become or remain an Associate or a Preferred Customer.

**4.2 Inventory Purchases.** The Isagenix Compensation Plan is based on sales of Isagenix products to end consumers. Associates may purchase only that amount of products that will be consumed or sold within a reasonable amount of time. Before an order will be accepted, an Associate must certify that products representing at least 70% of his or her prior purchases have been consumed by or sold to end consumers (which may include the Associate and his or her family). Preferred Customers may purchase products only for personal use, and not for resale. Isagenix prohibits any scheme to purchase products, either directly or through others, for the primary purpose of qualifying any Position for commissions or bonuses.

**4.3 Payments and Payment Authorization.** All orders must be accompanied by proper payment, including all applicable shipping and handling fees and sales taxes. We accept payment in various forms, including cashier's checks, money orders, Visa, MasterCard, American Express, Discover Card, electronic checking, and IsaWallet, to the extent such payment methods are available. If paying by check, please allow three to five business days for your check to process. Orders will be shipped upon our actual receipt and clearance of payment.

Whenever you place an order directly or through the Autoship or Backup Order program, you authorize Isagenix to withdraw payment according to the method of payment on file (including any and all sales taxes and all shipping and handling charges). If payment is not made within a timely manner, you authorize Isagenix to withhold the amount owed from your commission and bonus checks, if applicable.

**4.4 Order Confirmations.** For each order you place, an order confirmation email will be sent to your email address on file and the product will be shipped to the designated shipping address. It is your responsibility to ensure that Isagenix has your current email address and shipping address. Isagenix is not responsible for non-receipt of order confirmations due to invalid email addresses or non-delivery of product orders due to invalid or incorrect shipping addresses. Orders must be received by Isagenix before 11:59 p.m. Eastern Standard Time to ensure that they are counted toward the current day's Business

Volume. Standard orders will ship the following business day.

**4.5 Autoship and Backup Order Programs.** For your convenience, you may enroll in our Autoship or Backup Order program, depending on market availability, to ensure that you receive our products on a recurring schedule every 30 days. Autoship Orders are delivered automatically every 30 days, while Backup Orders are delivered only when you have not completed your specified order within the previous 30 days. You can choose from a wide variety of pre-selected product paks, or you can combine any variation of individual products to suit your needs. You can also choose the monthly processing date for your Autoship or Backup Order, and you can change or cancel your Autoship or Backup Order at any time. Changes must be received by Isagenix at least five days in advance of the processing date or it will not be implemented until the next month. If you want to cancel your Autoship or Backup Order, contact our Customer Care Department at (877) 877-8111 during normal business hours at least 24 hours prior to your processing date. Otherwise, your request will not take effect until the next month.

You agree to pay for your Autoship or Backup Order according to your method of payment on file. If you are paying by automatic check, please allow three to five business days for your payment to clear before your order is shipped. Without exception, Autoship and Backup Orders may only be established or amended by the Associate or Preferred Customer who is actually responsible for payment and receipt of the order. You may not establish Autoship or Backup Orders for anyone other than yourself. Any Associate who sets up an Autoship or Backup Order for another person will be subject to corrective action, up to and including termination of his or her Position(s) and other action as appropriate.

**4.6 Resale of Products.** You must be an Associate to purchase Isagenix products for resale. Preferred Customers and Retail Customers may purchase Isagenix products for their own use but may not resell Isagenix products to others. Isagenix products shall not be displayed or sold on a retail basis (including online auctions, retail websites, infomercials and television) except as follows: (1) through an Isagenix-approved 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 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 strictly prohibits resale of Isagenix products in any jurisdiction where resale is not permitted.

**4.7 Sales Tax.** If you are a resident of a state or jurisdiction where Isagenix collects sales taxes, we will collect and remit sales taxes on your behalf, based on the tax rate in the jurisdiction where the product will be shipped. The tax collected is typically calculated as follows: (a) Associate and Preferred Customer orders for personal use will be taxed on the wholesale cost; (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 responsible for declaring and paying all applicable taxes. You agree to indemnify Isagenix and hold Isagenix harmless for any liability that we 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.

**4.8 Satisfaction Guarantee.** If for any reason you are not completely satisfied with any Isagenix product that you have ordered, you may receive a full refund, credit, or an exchange if you return the product(s) and your proof of purchase within 30 days of the original invoice date to Isagenix, or to the applicable Associate if you purchased the product(s) directly from an Associate on a retail basis. Commissions previously paid for the sale of such products will be deducted from



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future commission payments to those who received such commissions. Marketing materials and other sales-aids are not returnable under this policy unless otherwise required by law. Shipping and handling costs are not refundable. Isagenix may consider accepting additional returns on a case-by-case basis, but reserves the right to deny any refund, credit, or exchange and/or cancel the Position of anyone who abuses this Satisfaction Guarantee. Please allow at least 30 days for any refund to be processed.

**4.9 Cancellation Buy-Back Policy.** To protect Associates who decide to cancel their Isagenix membership from accumulating more Isagenix products than they can sell or use within a reasonable time, Isagenix will buyback, on reasonably commercial terms (at a price of not less than 90% of the original net cost less appropriate set offs, including shipping and handling, and legal claims, if any), all currently marketable inventory purchased by that Associate for resale within the 12 months prior to the date of cancellation. "Currently marketable inventory" does not typically include items that have been discontinued or are within six months of expiring, seasonal items, and special promotional items. Isagenix reserves the right not to repurchase products or issue refunds on products that have been falsely certified as having been consumed or sold. Isagenix will charge back all commissions and bonuses paid relating to the purchase of any returned products. In jurisdictions that require a different buy-back policy, Isagenix will conform to that jurisdiction's policy. To initiate a buy-back request, please send a written request to Isagenix or contact the Customer Care Department at (877) 877-8111 for more information.

## Section 5. Protecting Your Business

**5.1 Out-of-Market Sales.** Isagenix has an International Sponsorship program in which you can benefit from sales of Isagenix products outside of your home market. However, you may not sell Isagenix products or promote the Isagenix income 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 another jurisdiction, country, or territory. Any violation of this policy, directly or indirectly, may result in corrective action, including the possible termination of your Position. All Isagenix products are labeled to comply with the laws and regulations of the specific jurisdiction where such products are sold, and those who violate this provision could seriously jeopardize or compromise the ability of Isagenix to obtain governmental approval in countries where approval is pending or planned.

**5.2 Confidential Information.** To assist you in building an Isagenix business, and in reliance on your agreement to the terms of this Section, 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 all Associates and Preferred Customers provided to you in any document or report, and the identities of and contact information for all Associates and Preferred 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 for as long as such information is deemed by Isagenix to be confidential. 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. You acknowledge that the 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 damage to Isagenix and its Associates. You recognize and agree that misuse 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 Section. If litigation or arbitration is required to obtain injunctive relief or to recover damages, the prevailing party shall be entitled to an award of attorneys' fees and expenses. You understand and agree that the confidentiality obligations and the related remedies included in this Section will survive the termination of your relationship with Isagenix.

**5.3 Non-Solicitation Provision.** 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 or Preferred Customer to join or work another network 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 ventures, goods, or services to any Associate or Preferred Customer.

You understand and agree that, if you violate this Non-Solicitation Provision, the Non-Solicitation Period will be extended by one year from the date of your last solicitation of an Associate or Preferred Customer. A solicitation includes any direct or indirect attempt to encourage an Associate or Preferred Customer to consider joining or working with another network marketing or direct selling company. A solicitation may include communicating information (including through online postings) about another business venture to any Associate or Preferred Customer, to the extent a reasonable person would interpret your communication as an attempt to solicit his or her interest in that business venture. For additional information, please consult the Guidance Documents which can be obtained in your ABO.

Violation of this Section is grounds for termination of your Position and may also give rise to other claims for unauthorized use of Isagenix's Confidential Information. You understand and agree that Isagenix and its Associates are entitled to seek and obtain injunctive relief and other damages if you violate this Section. If litigation or arbitration is required to obtain injunctive relief or to recover damages, the prevailing party shall be entitled to an award of attorneys' fees and expenses.

**5.4 Changing Teams.** To protect the integrity of the Compensation Plan, and to protect the business interests of each marketing organization in Isagenix, no Associate or Preferred Customer, whether current or former, may move to another marketing organization or change his or her Enrolling Sponsor, except as expressly provided otherwise by these Policies and Procedures. 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 waiting period has passed, as set forth in Section 3.5. 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, up to and including monetary fines and the possible termination of their Position(s).

It is also a violation of this Section to solicit or encourage any Associate or Preferred Customer to change marketing organizations, either by direct solicitation or by attempting to discredit another Associate in order to encourage someone to resign and reenroll with another marketing organization. Soliciting or encouraging another Associate to change marketing organizations may be deemed a violation of this Section even if he or she waits out the appropriate amount of time under Section 3.5.



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**5.5 Anti-Manipulation.** Isagenix encourages Associates to do their best to maximize their earnings under the Compensation Plan in a legal and ethical manner. To help ensure 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, up to and including monetary fines and termination of the involved Position(s). Evidence of manipulation may include, 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 a proper enrollment, it is the enroller's responsibility to ensure that his or her enrollees provide accurate information to Isagenix.
- Gratuitous enrollments, including widespread enrollments of individuals who have little or no interest in Isagenix, other than enrolling as a favor to a friend or family member or in exchange for some other benefit, such as free products or some other form of compensation.
- Uninformed enrollments, including enrollments of individuals who were not aware of their enrollment or 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).
- Perfect stacking of enrollments, indicating a coordinated effort where one person or a small group of people strategically place enrollments in a way that benefits a few at the expense of everyone else.
- Multiple Associates or Preferred Customers using the same method of payment, the same shipping address, the same email address, the same phone number, or other indicators that Isagenix may consider from time to time.

The Compensation Plan is designed to provide long-term residual income and other benefits to those who devote the requisite time and effort. The policy set forth in this Section is designed to help protect those efforts. By vigorously enforcing this policy, Isagenix can help you attract strong business builders who play by the rules and who desire to build solid, sustainable businesses with a company that believes in protecting their business interests. We encourage you to report any suspected manipulative activities to the Compliance Department so that we can take steps to help protect Isagenix and its Associates.

**5.6 Income Claims.** You understand and agree that you will not misrepresent the actual or potential income that may be earned under the Compensation Plan. Any representation about earnings must be based on documented facts, placed in the appropriate context, and accompanied by the appropriate disclosures, including the Earnings Disclaimer and the Isagenix Earnings Statement, both of which can be obtained in your ABO. It is your responsibility to include all relevant information to ensure that any representation you make is not misleading.

**5.7 Product and Weight Loss Claims.** When describing Isagenix products and your experience with Isagenix, including the use of testimonials, you understand and agree that you will only describe Isagenix products 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 approved product claim or weight loss claim, you agree to accompany the claim with any required disclaimers, copies of which can be obtained in your ABO. It is your responsibility to include all relevant information to ensure that any representation you make is not misleading. You understand and agree that you will not represent that any Isagenix product is intended to diagnose, treat, prevent or cure any condition or disease.

## 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 typically indicated by the use of the "™" or "®" symbols. Isagenix trademarks also may include various word combinations relating to Isagenix using the prefix "Isa" or the suffix "genix".

Isagenix may license the use of its intellectual property to Associates from time to time. However, you may not use "Isagenix" or any other Isagenix trademark, or any derivative or confusingly similar variation of an Isagenix trademark, or any of Isagenix's copyrighted material or other intellectual property, without prior written approval from Isagenix. You agree to immediately transfer to Isagenix, upon Isagenix's request, any internet domain name or other registration containing an Isagenix trademark. 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. You may use certain other materials, provided that they are first reviewed and approved by Isagenix. All materials must be truthful and may not be misleading, and any statements about the benefits of Isagenix products or the Isagenix income opportunity must comply with all of the applicable laws and regulations in the jurisdiction where the materials are used.

**6.3 Internet Usage.** Isagenix encourages you to use the internet in a responsible manner to promote Isagenix products and your business. 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. Specifically, you understand and agree that you will abide by all Isagenix Policies and Procedures and Guidance Documents relating to internet usage, as may be amended by Isagenix from time to time, and you will not make any exaggerated or misleading statements about Isagenix or its products or income opportunity, including through the use of videos, pictures, or other media.

## Section 7. Enforcement of Policies

**7.1 Remedies.** To protect the integrity of the Isagenix culture and to maintain a level playing field for all Associates, the Compliance Department educates Associates about these policies and actively monitors the business building activities of all Associates to facilitate compliance with these policies. If an Associate violates these policies, including the Isagenix Code of Ethics, or engages in any unethical, illegal, fraudulent, or deceptive conduct, we may, at our sole discretion, take one or more of the following actions:

- issue a written advisory;
- revoke recognition or invitation to an Isagenix event;
- suspend or revoke access to special privileges, including executive reports, access to the ABO, and other privileges;
- impose monetary fines or other penalties, which may be withheld from current or future commissions and/or bonus payments;
- temporarily suspend commissions, bonuses, and other payments;
- temporarily suspend or permanently terminate the Associate's Position(s) and all rights thereto;
- reassign all or part of the Associate's marketing organization;
- take any other corrective measures that are reasonable and appropriate under the circumstances.

You understand and agree that Isagenix has the right to withhold payment of all commissions and bonuses during the period that Isagenix is investigating any alleged misconduct. If an Associate's Position is terminated due to a breach preceding the investigation, the Associate will not be entitled to any commissions or bonuses withheld during the investigation period.



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**7.2 Field Relations Board.** The Field Relations Board will review disputes, decisions, and disciplinary actions relating to Associates and their Isagenix businesses. All review requests must be submitted to the Compliance Department with any supporting information the Associate would like to have included in the review. All decisions of the Field Relations Board are final.

## Section 8. Amendments

You understand and agree that, upon proper notification, Isagenix may, at its sole discretion, amend the Policies and Procedures, the Compensation Plan, the Guidance Documents, or any other agreements entered into between Isagenix and its Associates. You understand and agree that you will be bound by the most current versions of the Policies and Procedures, the Compensation Plan, and the Guidance Documents, including any updates or revisions since the date of your enrollment, upon each of the following: (a) completing the enrollment process to become an Associate or Preferred Customer; (b) renewal of your annual membership; (c) each time you personally enroll a new Associate or Preferred Customer; and (d) each time you accept commissions or other payments under the Compensation Plan.

You will be bound by any amendments upon notification of the amendments 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, e-mail to your IsaMail account, notice to the 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 and Procedures govern the relationship between Isagenix International, LLC or any of its affiliates ("Isagenix") with any person or entity that holds an Isagenix Position. These Policies and Procedures are incorporated by reference into, and form part of, the Membership Application and Agreement, the terms of which you agreed to when you enrolled as an Associate or a Preferred Customer. You understand and agree that Isagenix's interpretations of these Policies & Procedures will be final and binding.

**9.2 Compensation Plan and Guidance Documents Incorporated By Reference.** The Compensation Plan and Guidance Documents, as published in your ABO, are incorporated by reference into these Policies and Procedures 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.** You consent to the collection, storage, and lawful use by Isagenix and its affiliates of the personal information you provide to Isagenix. Isagenix and its affiliates may use this information in its marketing and promotional efforts, and to help facilitate communication among you and other Isagenix Associates. As specified in our Privacy Policy (<http://isagenix.com/us/en/privacypolicy.dhtml>), we never sell such information to third parties or mass marketers. We also may share information regarding your orders with certain Associates in your upline. You have the right to access and update your personal information at any time.

**9.4 Consent to Receive Emails, Text Messages and other Communications.** To receive messages regarding Isagenix products, services, the Isagenix income opportunity, and other topics that Isagenix believes may be of interest or benefit to you, you must consent to receiving such messages via the information you have provided. You may provide such consent or opt out when you enroll or at any other time through the ABO. You agree that your receipt of any such messages shall not be deemed a violation of any law or regulation.

**9.5 Reporting and Resolving Errors.** If you have any questions or believe there has been an error regarding commissions, bonuses, 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 within 30 days.

**9.6 Waiver.** Isagenix never waives its right to insist on compliance with these provisions or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of Isagenix who is authorized to bind Isagenix in contracts or agreements specifies explicitly 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 future violations. 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.

**9.7 Indemnification.** You agree to indemnify and hold Isagenix, its officers, managers, directors, employees, beneficial owners, and agents harmless from any claim, damage, liability, or loss arising from any of your actions or inactions that violate these Policies and Procedures or the Guidance Documents.

You understand and agree that you are responsible for any verbal or written representations you make regarding Isagenix's products and Compensation Plan, and you agree you will not make any unauthorized representations, express or implied, verbal or non-verbal. You agree to indemnify Isagenix and hold it harmless 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 representations that you make.

**9.8 Exclusion of Damages.** In no event shall any Isagenix officer, director, employee, affiliate, successor, or assignee be liable for any special, punitive, indirect, or consequential damages, for any claims or actions resulting from or arising out of these Policies and Procedures or any other agreement you have entered into with Isagenix, 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.

**9.9 Severability and Judicial Modification.** If any portion of these Policies and Procedures, 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 the parties' 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 Procedures and all other agreements shall remain in full force and effect.

**9.10 Survival of Terms.** You understand and agree that each of the provisions of these Policies and Procedures relating to confidentiality, non-solicitation, resale of products, arbitration, and other provisions as expressly stated herein will survive the termination of your relationship with Isagenix.

**9.11 Arbitration and Governing Law.** Any controversy or claim arising out of, or relating to, these Policies and Procedures, the Compensation Plan, or the Guidance Documents, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If an Associate or Preferred Customer files a claim or counterclaim against Isagenix, he or she 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



## ISAGENIX POLICIES & PROCEDURES

held in the capital of that jurisdiction. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry. Each party to the arbitration shall be responsible for its own costs and expenses, including legal and filing fees; provided, however, that the arbitrator will have discretion to award legal fees and other costs to the prevailing party. 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.

This Section shall not apply to violations of the provisions herein relating to non-solicitation, confidential information and intellectual property, including but not limited to: selling Isagenix products on the internet, cybersquatting, registering Isagenix trademarks or confusingly similar domain names and producing Isagenix merchandise without authorization. Isagenix reserves the right to pursue all legal remedies in relation to these violations including full utilization of the judicial system.

Nothing in this Section prohibits Isagenix from obtaining a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Isagenix's interests prior to, during or following the filing of any arbitration or other proceeding, or pending the rendition of a decision or award in connection with an arbitration or other proceeding.

If the laws of any jurisdiction impose any requirement that is different from or in addition to those set forth in these Policies and Procedures, then these Policies and Procedures shall be deemed amended in conformance with those laws as to that jurisdiction only.

### Section 10. Glossary

**Associates** are independent contractors who have met and continue to meet the eligibility requirements set forth in these Policies and Procedures. Associates may purchase Isagenix products at wholesale prices and are eligible to earn compensation under the Compensation Plan. Each time an Associate receives and accepts a commission or bonus payment, he or she reconfirms his or her agreement to abide by the Policies and Procedures as currently in effect and as may be amended from time to time.

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

**Autoship** is an optional program of convenience permitting pre-selected, pre-authorized orders to be shipped on a selected date each month. Autoship orders provide additional savings and convenience to Associates and Customers.

**Backup Orders** are available in certain markets as another optional program of convenience permitting pre-selected, pre-authorized orders to be shipped on a selected date each month, but these orders are only shipped if the Associate or Customer does not complete his or her specified order in that month.

**Business Volume ("BV")** is the point value assigned to each commissionable product purchased by an end consumer. BV is used to track and measure product sales and to calculate commissions payable with respect to each Position.

**Buy-Back Policy** means the cancellation refund policy, as set forth in these Policies and Procedures, designed to protect Associates from accumulating more Isagenix products than they can sell or use within a reasonable time.

**Compensation Plan** means the Isagenix Global Compensation Plan set forth in your Associate Back Office.

**Customers** are end consumers who purchase Isagenix products for their own personal use. Customers may purchase Isagenix products as Retail Customers, Wholesale Customers (as Isagenix Associates),

and/or Preferred Customers.

**Enrolling Sponsor** is the person who is credited for personally enrolling an Associate or Customer. Enrolling Sponsors are eligible to earn a Product Introduction Bonus on the optional purchase of a Product Introduction Pak by their newly enrolled Associate or Customer.

**Field Relations Board ("FRB")** is the Board responsible for reviewing all matters relating to compliance with the Policies and Procedures, including decisions made by the Field Relations Department. The FRB is comprised of at least 5 members, all of whom are Company employees and at least 3 of whom are members of the Company's management team.

**Guidance Documents** are the Guidelines, FAQs and other documents that interpret, clarify, and provide additional detail with respect to these Policies and Procedures. The Guidance Documents, as updated from time to time, are considered part of these Policies and Procedures and can be found in the Associate Back Office.

**International Sponsorship Application and Agreement** is the application that an Associate must sign and submit in order to become eligible to become an International Sponsor.

**International Sponsor** is an Associate who has qualified to earn commissions for product sales in regions other than the Associate's home region.

**Membership Application and Agreement** is the document that each Associate and Preferred Customer is required to sign (either in person or online) in connection with his or her enrollment. By signing this document, each Associate and Preferred Customer agrees to be governed by these Policies and Procedures and the Guidance Documents. You indicate your acceptance of the terms of this agreement, including the current version of the Policies and Procedures, when you enroll, when you renew your membership, and each time you receive and accept a commission or bonus payment from Isagenix.

**Non-Solicitation Period** means the period during which you agree not to solicit Isagenix Associates or Customers to join another business venture. The Non-Solicitation Period begins with your enrollment and does not end until one year after your relationship with Isagenix ends.

**Position** means the business center held by a Preferred Customer or an Associate in the Compensation Plan for purposes of measuring and tracking product sales and allocating commission payments based on those product sales.

**Personal Volume ("PV")** is the point value assigned to each commissionable product that is sold by an Associate to Retail Customers and to products purchased by the Associate as an end consumer. PV is used to track and measure product sales attributable to individual Associates.

**Placement Sponsor** is the person under whom an enrolling Associate or Preferred Customer is placed in the Compensation Plan. This person may also be the Enrolling Sponsor.

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

**Preferred Customer** is a customer who is eligible to purchase Isagenix products directly from Isagenix at discounted prices but who has chosen not to participate in the Compensation Plan.

**Retail Customer** is a customer who purchases Isagenix products directly from an Associate, either in person or through the Associate's replicated website.

**Satisfaction Guarantee** is the policy by which the Company agrees to give you a full refund, credit, or exchange if you are not completely satisfied with any Isagenix product that you have ordered, subject to the conditions set forth in Section 4.8.



## 2014 EARNINGS DISCLOSURE STATEMENT — GLOBAL

Isagenix provides solutions to transform lives. People choose to join Isagenix for a variety of reasons, but most are simply consumers who wish to enjoy Isagenix products at wholesale prices. Many refer other customers every now and then and may receive some commissions that may help offset the cost of their products. Others join Isagenix to earn a little extra money to supplement their full-time incomes, and some join to build full-time businesses selling Isagenix products. Everyone who joins Isagenix enjoys low start-up costs and a money-back satisfaction guarantee.<sup>1</sup>

Building an Isagenix business can be rewarding, but like any worthwhile business, results vary depending on your skill and effort. Isagenix does not offer "quick riches" and there are no guarantees of success. Building a long-term business is hard work and Isagenix is no different in that regard. Unlike most businesses, however, building an Isagenix business does not require a significant investment in inventory, sales tools, or other materials. Isagenix Associates are strongly discouraged from purchasing more than they can reasonably consume or sell in a given month, and they are protected by our satisfaction guarantee as well as a one-year buy back policy for those who choose to leave the business.

Those who decide to build an Isagenix business have the opportunity to earn money in various ways, including commissions and bonuses based on product purchases made by new and existing customers, product introductory bonuses, and retail sales, to name a few. Isagenix Associates also can be rewarded for helping other Associates achieve success. However, Associates are not paid for recruiting new Associates. They are paid primarily based on product sales to end consumers. For additional information, the Isagenix Compensation Plan is available to all Isagenix Associates at [www.Isagenix.com](http://www.Isagenix.com). The following chart is designed to help prospective Associates better understand the different ranges of average compensation that Isagenix pays to its Associates. It's important to note that a large majority of those who join Isagenix don't join to make money at all—they just want to enjoy the benefits of using our products. They are reflected in the chart as "product users". The "product sharers" category represents those who earned compensation in 2014 for referring a few friends from time to time, but who have earned less than \$500 with Isagenix during the previous year, which makes them more like loyal customers than active business builders. The "business builder" category represents those whom we believe have made a significant commitment to build a part-time or a full-time business selling Isagenix products and who have earned at least \$500 in the previous year, either in commissions and bonuses or through retail sales. As of December 31, 2014, 124 Associates (0.3% of those who have become business builders) had achieved "Isagenix Millionaire" status, meaning they had earned more than \$1,000,000 on a cumulative basis since joining Isagenix. Those in this group averaged approximately 5.73 years as Isagenix Associates before becoming Isagenix Millionaires, with the longest being almost 12 years and the shortest being 1 year 2 months.

The figures below include retail profits for retail sales, but only to the extent those sales were made directly through Isagenix channels. The compensation received by the Associates depicted in this chart is not necessarily representative of the compensation, if any, that any particular Associate will receive. The amounts presented should not be viewed as guarantees or projections of any individual results.

**PRODUCT USERS – 82.5% OF MEMBERS**

(THERE WERE 59% MORE PRODUCT USERS IN 2014 THAN IN 2013)

Includes Preferred Customers and Associates who are simply consumers of Isagenix products. They receive wholesale prices and enjoy all of the benefits our products have to offer.	% of Total Members	Product User Benefits
	82.5%	<ul style="list-style-type: none"> <li>• Enjoy high quality products</li> <li>• Buy products at wholesale prices</li> </ul>

**PRODUCT SHARERS – 12% OF MEMBERS**

(THERE WERE 68% MORE PRODUCT SHARERS IN 2014 THAN IN 2013)

Includes consumers who earned some consideration by introducing others to Isagenix products but whose commissions were less than \$500 in 2014. Isagenix believes these Associates, while eligible to earn commissions, are primarily with Isagenix to enjoy our products. The average annual income for those in this category was \$147.	% of Total Members	Product Sharer Benefits
	12%	<ul style="list-style-type: none"> <li>• Enjoy high quality products</li> <li>• Buy products at wholesale prices</li> <li>• Earn retail profits available</li> <li>• Earn bonuses for sharing products</li> <li>• Earn commissions and bonuses on product sales</li> </ul>

**BUSINESS BUILDERS – 5.4% OF MEMBERS**

(THERE WERE 73% MORE BUSINESS BUILDERS IN 2014 THAN IN 2013)

Includes consumers and others whom we believe have made a substantial commitment to pursue the Isagenix income opportunity and who have earned \$500 or more in 2014, which Isagenix refers to as "business builders". They have treated their Isagenix Income opportunity like a business, devoting considerable time and effort into introducing others to Isagenix products and helping others do the same. The incomes and percentages displayed to the right relate only to the 5.4% of Associates who are business builders and do not include the 94.6% of Preferred Customers and Associates designated as product users and product sharers.	% of Total Members	All Business Builders		
		Average Payments	% of Business Builders	Average Annual Income
5.4%		\$100,000 +	<1%	\$331,956
		\$50,000-\$99,999	<1%	\$68,690
		\$25,000-\$49,999	2%	\$34,562
		\$10,000-\$24,999	5%	\$15,363
		\$5,000-\$9,999	7%	\$6,972
		\$1,000-\$4,999	42%	\$2,101
		\$500-\$999	43%	\$702

This earnings disclosure statement contains data from all markets where Isagenix conducted business in 2014. (Ranges are listed in U.S. dollars.) The earnings listed in this chart are not a guarantee or projection of actual income that an Associate will earn through his or her participation in the Isagenix Compensation Plan. Any guarantee of earnings would be misleading. Success with the Isagenix Compensation Plan results only from successful sales efforts and requires persistence on the part of the Associate.

<sup>1</sup> 30 days, no questions asked on new purchases; one year on the return of resalable inventory upon leaving the business. See the Isagenix Policies and Procedures for full details.

Earnings Statement (13-1036 • 102113) | Policies & Procedures (13-1091 • 100815)

Effective September 1, 2013





# EXHIBIT D

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### SPECIAL ACCESS CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

As a proven leader, you may be given the opportunity to apply for special access to Isagenix's valuable proprietary and confidential information and tools that can help you build your business more effectively. This may include access to the confidential customer information and other information contained in Executive Reports and/or access to the Downline Communication Tool.

Access to Isagenix's confidential information and tools is extremely valuable and any improper use or disclosure could cause irreparable harm to Isagenix and to various Isagenix Associates and their teams. Isagenix desires to share its confidential information and unique tools with you on a limited basis to help you conduct your business, but is only willing to do so if you agree to the terms of this Confidentiality and Non-Solicitation Agreement, as may be amended from time to time (this "**Agreement**").

If you would like to apply for special access as described above, you must first accept the terms of this Agreement. If special access is granted, due to the valuable and unique nature of the access granted, the terms of this Agreement shall continue for as long as you hold an Isagenix position, and thereafter as set forth below. Isagenix may revoke your special access at its discretion if you misuse the information or tools, or if you violate the terms of this Agreement or the Isagenix Policies & Procedures, as may be amended from time to time (the "**P&P's**").

**Confidential Information and Trade Secrets.** You understand and agree that "Confidential Information" includes, but is not limited to, Isagenix marketing plans and strategies, products, purchases, pricing, relationships with vendors and suppliers, the identities of and contact information for all Isagenix Associates and Customers provided to you in any document or report, the identities of and contact information for all Isagenix Associates 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, as well as all "trade secret" information as that term is defined in the Uniform Trade Secrets Act (the "**Confidential Information**").

To protect your business and the businesses of all Isagenix Associates, you acknowledge and agree that the Confidential Information belongs to Isagenix and must be kept completely confidential for as long as such information is deemed by Isagenix to be confidential. You agree that you will not, directly or indirectly through a third party, sell, use or disclose any Confidential Information to any person or entity for any purpose unrelated to your Isagenix business, whether during the term of your association with Isagenix or thereafter. If your relationship with Isagenix ends, you agree to immediately return or destroy all of the Confidential Information that you have obtained. You acknowledge that the Confidential Information is of such character as to render it unique and that disclosure or use thereof in breach of this Agreement will result in irreparable damage to Isagenix and to Independent Isagenix Associates. You recognize and agree that misuse 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 Agreement. If litigation or arbitration is required to obtain injunctive relief or to recover damages, the prevailing party shall be entitled to an award of attorneys' fees and expenses. You understand and agree that the confidentiality obligations and the related remedies included in this Agreement apply as long as you possess Confidential Information.

**Non-Solicitation Agreement.** Isagenix Associates are independent contractors and, as such, Isagenix does not prohibit its Associates 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 the hard work and dedication of all of the Independent Isagenix Associates who have contributed to building teams with Isagenix, during the term of your relationship with Isagenix and for one year thereafter (the "**Non-Solicitation Period**"), you agree that you will not solicit or encourage any Isagenix Associate or Customer to join or work another network marketing or direct selling company. You further agree that, during

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the Non-Solicitation Period, you will not introduce, promote or sell other business ventures, goods or services to any Isagenix Associate or Customer.

You understand and agree that, in the event that you violate this Non-Solicitation Provision, the Non-Solicitation Period shall be extended by one year from the date of your last solicitation of an Isagenix Associate or Customer. A solicitation includes any attempt, direct or indirect, to encourage an Isagenix Associate or Customer to consider joining or working another network marketing or direct selling company. A solicitation may include communicating information about another business venture to any Isagenix Associate or Customer, to the extent a reasonable person would interpret your communication as an attempt to solicit their interest in that business venture.

Violation of this provision is grounds for termination of your Isagenix membership and may also give rise to other claims for unauthorized use of Isagenix's Confidential Information. You understand and agree that Isagenix and its Associates are entitled to seek and obtain injunctive relief and other damages if you violate this provision. If litigation or arbitration is required to obtain injunctive relief or to recover damages, the prevailing party shall be entitled to an award of attorneys' fees and expenses.

**Additional Rules and Guidelines.** As a leader, you recognize the importance of setting a proper example. Accordingly, you hereby reaffirm your agreement to understand and comply with the P&Ps and to train your teams to do the same. With respect to each tool for which you have been granted special access, you agree to understand and comply with all of the applicable rules, guidelines and best practices as may be published from time to time. You further agree not to attempt to circumvent the apparent purposes of such rules, guidelines and best practices, as a reasonable person would understand them. Any breach of this provision may be grounds for corrective action under the P&Ps.

**Jurisdiction and Venue.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Arizona, U.S.A., without regard to conflicts of law principles. Any proceeding relating to this Agreement shall be brought in the competent courts sitting in Maricopa County, State of Arizona, and you consent to venue and personal jurisdiction in such courts.

**Severability and Modification.** If any portion of this Agreement is held invalid, the remaining terms of this Agreement shall not be affected. Isagenix is only willing to grant special access to the valuable information and tools referenced above if it can obtain reasonable assurance that this Agreement is fully enforceable. Therefore, to induce Isagenix to grant such special access, it is the parties' mutual intent that if any provision of this Agreement is found to be invalid for being too broad or unreasonable, the court or arbitrator should limit or modify such provision, only to the limited extent necessary, to make it enforceable.

**Acceptance.** You may indicate your acceptance of this Agreement electronically if electronic acceptance is available in connection with your application for special access to a particular tool. Otherwise, please sign and date below and return to the Isagenix Compliance Department.

You hereby agree that each time you 1) receive or access Confidential Information, 2) utilize the Downline Communication Tool or any other special tool that requires special access, or 3) accept payment of commissions from Isagenix, you are reaffirming your acceptance of this Agreement and the P&Ps.

Signed this 9<sup>th</sup> day of December, 2012  
 Signature: [Signature]  
 Print Name: STAY Bennett ID # 1119332

You may return your signed agreement by email to [compliance@isagenixcorp.com](mailto:compliance@isagenixcorp.com), by facsimile to 480.636.5377, or by mail to Isagenix International, LLC, Attn: Compliance Department, 2225 S. Price Rd., Chandler, AZ 85286.

Last Modified 11.29.2012

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# EXHIBIT E

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REQUEST FOR RE-ENTRY POSITION

Associate Name: JAY Bennett Date: 5/13/16  
 Associate ID Number: 1119322

List any additional Isagenix Positions to which you have an interest (Including prior awarded Re-entry Positions, spousal positions, or corporate ownership):

8531558  
9907890

I wish to apply to have a Re-Entry Position inserted above my current Position. I understand that this application is subject to review and approval by Isagenix and subject to my meeting the following minimum criteria:

1. I have been a Paid-As Executive for a minimum of the last three consecutive months.
2. I have achieved a total of 200 Cycles from my Position in a single week for the last 2 consecutive weeks, or I have achieved an average of 180 weekly cycles in the last 4 weeks.
3. I am an Associate in good standing and am not currently suspended or under investigative audit by the Isagenix Compliance Department.
4. I understand the importance and agree to actively provide continued support to my existing Position(s) team members while I build my new inserted Re-Entry Position.
5. I am not directly or indirectly engaged in the recruiting, ownership, management or development of another network marketing company, nor will I become directly or indirectly involved in any network marketing or other competing company in the future without the prior written approval from Isagenix.
6. I understand that my Re-Entry Position is directly tied to my existing Position(s) and cannot be independently sold, transferred or assigned to another person or entity without the prior written approval by Isagenix.
7. I agree that this inserted Re-Entry Position, as well as my Position, are subject to all Isagenix Policies and Procedures and Compensation Plan as currently published or as amended in the future. This includes my understanding that for purposes of qualification and advancement in rank and eligibility for commissions, each Position (Primary and Re-Entry) will be required to meet and maintain the qualifications for Active status, advancement in rank and bonus eligibility independent of each other.
8. I further agree and understand that Isagenix reserves the right, in its sole discretion, to subsequently amend its Policies and Procedures and/or Compensation Plan.

Note: The Re-Entry Position will be able to count the Group Volume (GV) of the Primary Position as its Major Volume Sales Team, but is not able to count Personally Enrolled Associates previously enrolled by the Primary Position as part of its qualifications.

Signature: J Bennett Date: 5/13/16

Primary Position is defined as the Isagenix Independent Associate Position that originally qualifies for and is granted an inserted Re-Entry.

Please e-mail or fax this document to (e-mail) Compliance@isagenixCorp.com or (fax) 480-636-5377.

Bryan Would like to confirm I'm Receiving Monthly Bonuses for MAY month  
 WANT TO ACTIVATE RE-ENTRY MAY 30  
 please confirm, Thank you Jay Bennett

## OFFICE USE ONLY

Date Received: / /	Date Completed: / /	Processed By:
		<input type="checkbox"/> Approved <input type="checkbox"/> Denied

14-1039 - 032514

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# EXHIBIT F

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### RE-ENTRY POSITION AGREEMENT

This Re-Entry Position Agreement ("Agreement") is effective as of May 30, 2016 ("Effective Date"), by and between Isagenix International, LLC (the "Company") and Jay Bennett (the "Associate").

### BACKGROUND

Associate is a participant in the Isagenix Team Compensation Plan and has a beneficial interest in the following Associate positions (collectively, the "Positions"):

1. ID Number 1119332 (the "Primary Position"), individually owned by Associate in the name of Jay Bennett.
2. ID Number 8531558 (the "First Re-Entry Position"), individually owned by Associate in the name of Jay Bennett.
3. ID Number 9907890 (the "Second Re-Entry Position"), individually owned by Associate in the name of Jay Bennett.

Associate has requested the Company to grant them a Third Re-Entry Associate Position (the "Third Re-Entry Position").

The Company has verified that Associate has met all of the conditions to qualify for the Third Re-Entry Position or has elected to waive some or all of these conditions as set forth below and agrees to grant the Third Re-Entry Position to Associate subject to the terms and conditions set forth in this Agreement.

### AGREEMENT

In consideration of the covenants and mutual agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance upon the representations, covenants, and mutual agreements contained herein, the Company and Associate agree as follows:

1. Definitions: All capitalized terms not defined in this Agreement have the meanings as set forth in the Isagenix Independent Associate Policies and Procedures (the "P&Ps") and the Isagenix Team Compensation Plan (the "Comp Plan"), as each may be amended from time to time.
2. Representations and Covenants of Associate: Associate represents and warrants to the Company as follows:
  - a. The grant of the Third Re-Entry Position is subject to review and approval by the Isagenix Executive Management Team, which approval is subject to the satisfaction (or waiver by the Company in its sole discretion) of each of the conditions set forth in this Agreement.
  - b. With respect to the Second Re-Entry Position, Associate has qualified as a Paid-As Executive for a minimum of the last three (3) consecutive months, has achieved a total of 225 Cycles in a single week and has shown a sustainable growth, or has received a waiver of such conditions from the Company.
  - c. Associate is an Associate in good standing and none of the Positions identified above is currently suspended nor, to their knowledge, under investigation by the Isagenix Compliance Department.
  - d. Associate will use their best efforts to actively provide continued support to the downline organizations related to all Associate Positions beneficially owned by the Associate while building the Third Re-Entry Position.

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- e. Associate is not engaged in, directly or indirectly, recruiting or soliciting for, or owning, managing or participating in the development, operation, or promotion of another network marketing company, nor will Associate become involved in, directly or indirectly, any network marketing company or any other company that competes with the Company during the term of this Agreement without prior written approval from the Company.
  - f. The Third Re-Entry Position is directly tied to all Associate Positions in which Associate has a beneficial interest and may not be independently sold, transferred or assigned to another person or entity without prior written approval from the Company.
  - g. The Third Re-Entry Position, and other Positions held by the Associate are subject to all Isagenix P&Ps and the Comp Plan as currently published or as amended in the future. Further, Associate acknowledges and agrees that, for purposes of qualification and advancement in rank and eligibility for commissions, each Associate Position in which Associate owns a beneficial interest will be required to meet and maintain the qualifications for Active status, advancement in rank, and bonus eligibility independently of each other.
  - h. The Third Re-Entry Position will count the Group Volume (GV) of the Second Re-Entry Position as its Major Volume Sales Team, provided, however, that Personally Enrolled Associates previously enrolled into Associate's Second Re-Entry Position may not be counted as part of the qualifications for the Third Re-Entry Position.
  - i. The Company will be recognized as the Enrolling Sponsor of the Third Re-Entry Position. The Associate's Enrolling Sponsor will be entitled to Team Bonus Volume and Generation Bonuses (Fast Start Bonuses) from activity in the Second Re-Entry Position, subject to paid-as rank in the Comp Plan requirements. Associate's Enrolling Sponsor is not entitled to earn Matching Team Bonuses or Product Introductory Bonuses from the Third Re-Entry Position or to use the Third Re-Entry Position for qualification purposes.
  - j. If Associate violates any of the conditions set forth in this Agreement, the Company may impose any disciplinary action as set out in the P&Ps, including suspension and/or termination, of any Associate Position in which the Associate has a beneficial interest.
3. Representations and Covenants of the Company: The Company acknowledges and agrees as follows:
- a. The Company will provide the Associate with the Third Re-Entry Position.
  - b. The Third Re-Entry Position will be placed in the Isagenix genealogy directly above the Second Re-Entry Position.
  - c. The Company will give placement sponsorship of the Second Re-Entry Position to the Third Re-Entry Position and give placement sponsorship of Third Re-Entry Position to the Second Re-Entry Position's previous Placement Sponsor. Enrolling sponsorship of the Third Re-Entry Position will be given to the Company.
  - d. Personally Enrolled requirements for Consultant and Executive status may be met by combining the Left Team and Right Team requirements on the Third Re-Entry Position's inside leg. By way of example, the Third Re-Entry Position may maintain Paid-As Executive status by maintaining ten (10) Consultants on the inside leg.
4. Severability. If any portion of this Agreement is held invalid by operation of law, the remaining terms of this Agreement will not be affected.

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5. Amendments. This Agreement may be amended only by a writing signed by the parties hereto. Any oral representation or modification concerning this Agreement shall be of no force or effect.
6. Entire Agreement. Except as otherwise provided herein, this Agreement constitutes and contains the entire agreement and understanding between the parties concerning the subject matter of this Agreement, and supersedes and replaces all prior negotiations, proposed agreements or agreements, written or oral.
7. Governing law Venue and Jurisdiction. This Agreement shall be governed by the laws of and judicial decisions of the State of Arizona. Any legal action arising out of or related to this Agreement must be instituted in the state or federal courts within the State of Arizona and Maricopa County and Associate and the Company specifically consent to venue and personal jurisdiction in such courts.
8. Execution in Counterparts. This Agreement may be executed in one or more counterparts and when a copy is signed by each party will be fully enforceable as if the parties had executed the original Agreement.

IN WITNESS WHEREOF, each party has had this Agreement executed as follows:

**ISAGENIX INTERNATIONAL, LLC**  
an Arizona limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

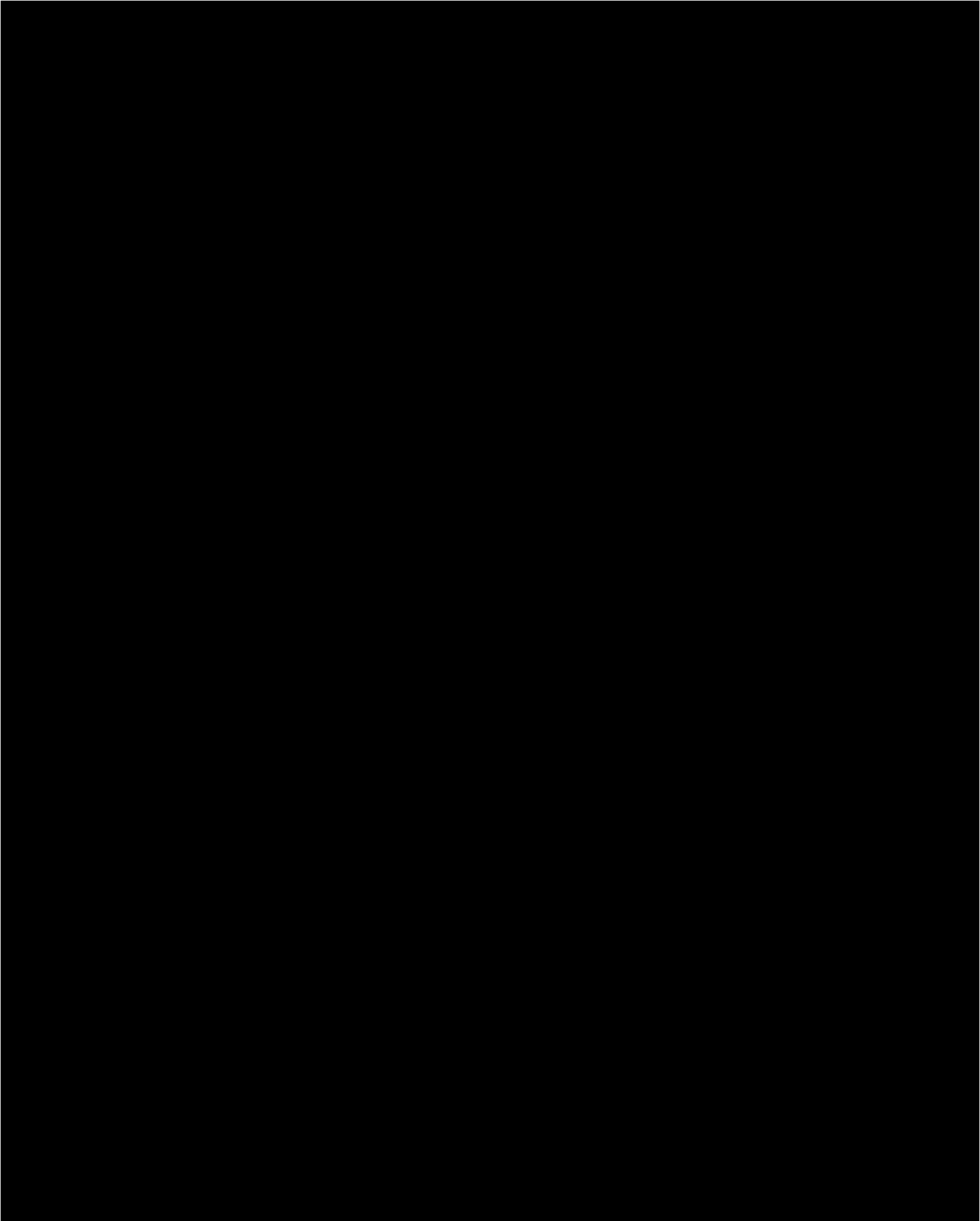
By: Jay Bennett

Signature: 

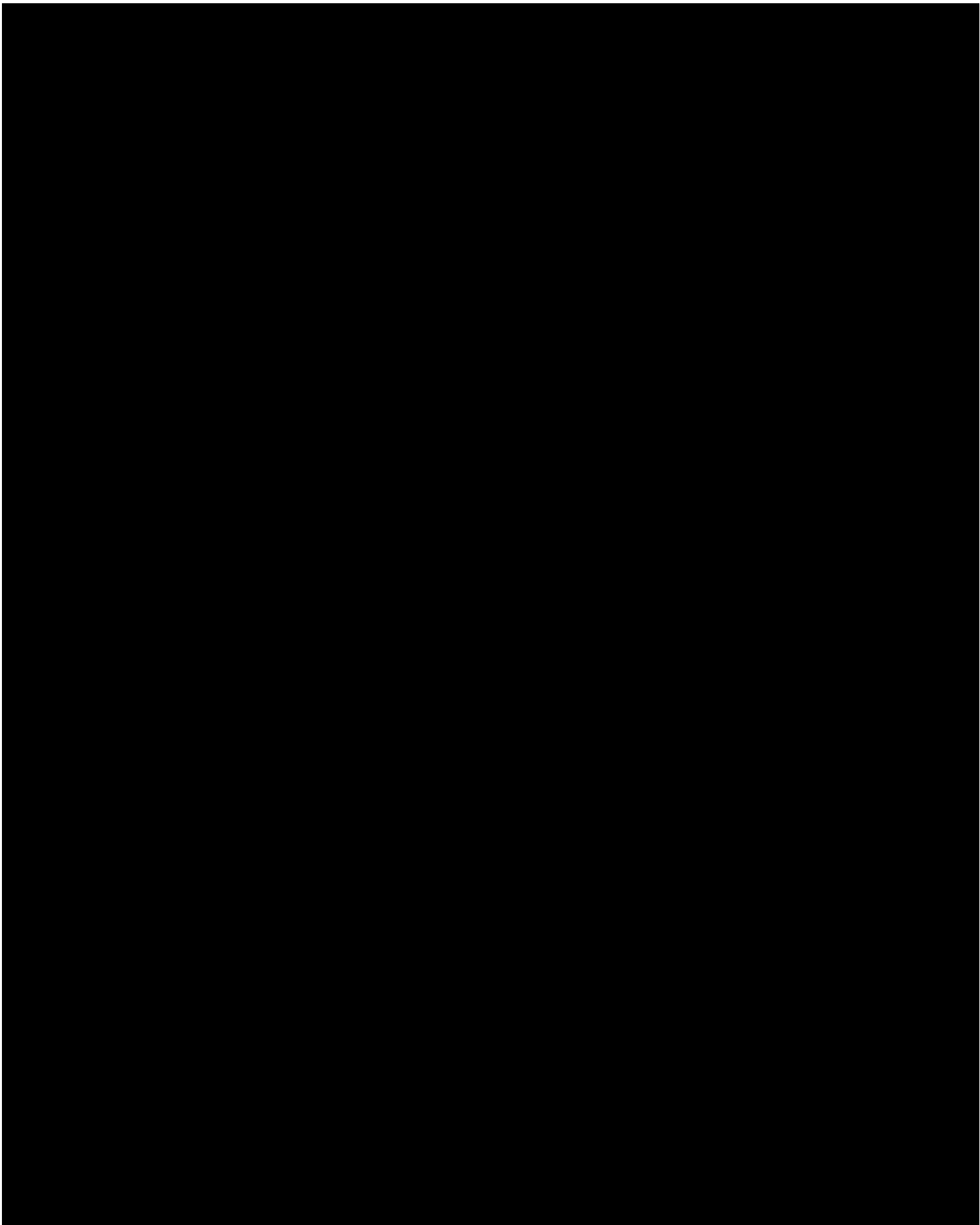
Date: May 25, 2016

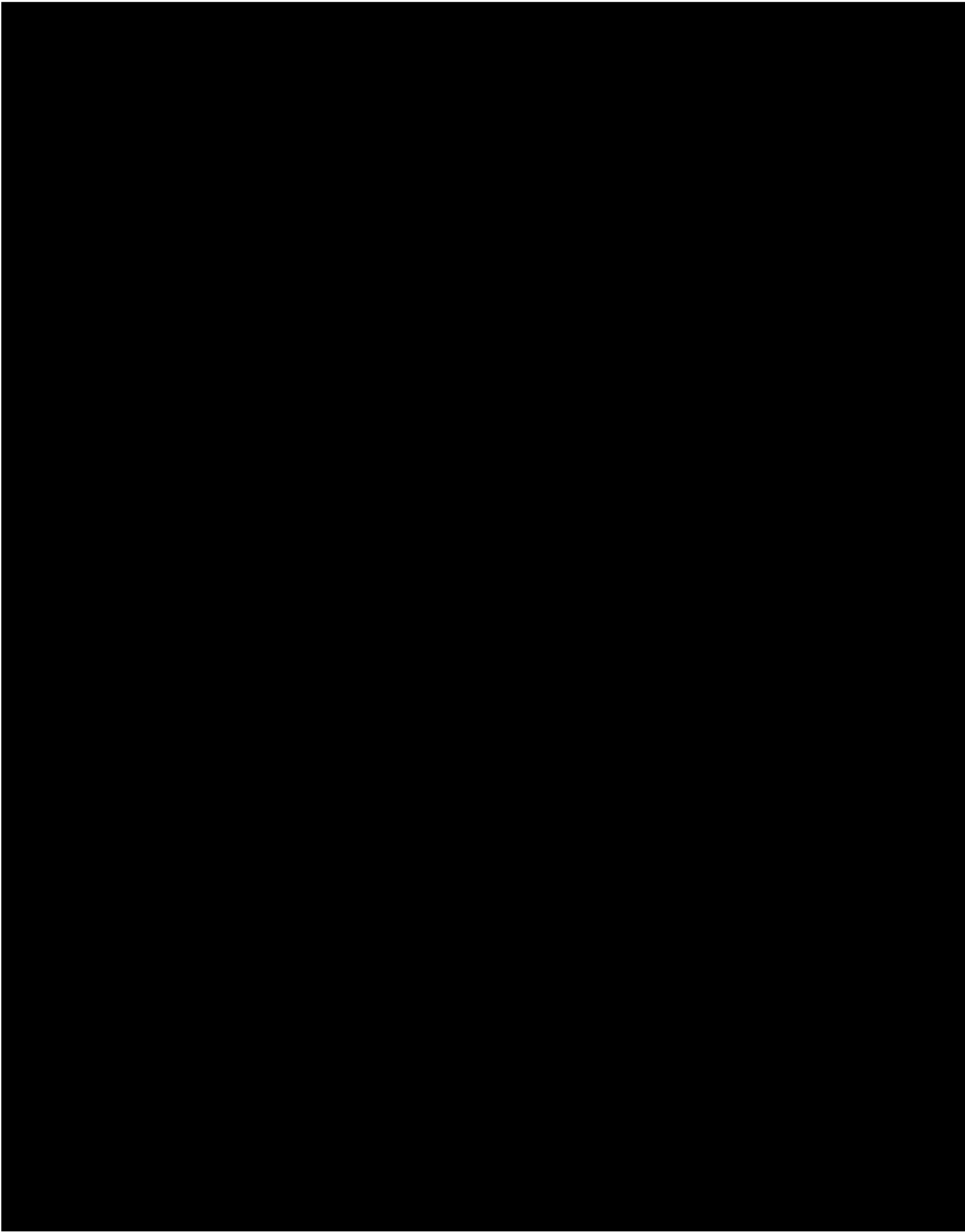
# **EXHIBIT G**

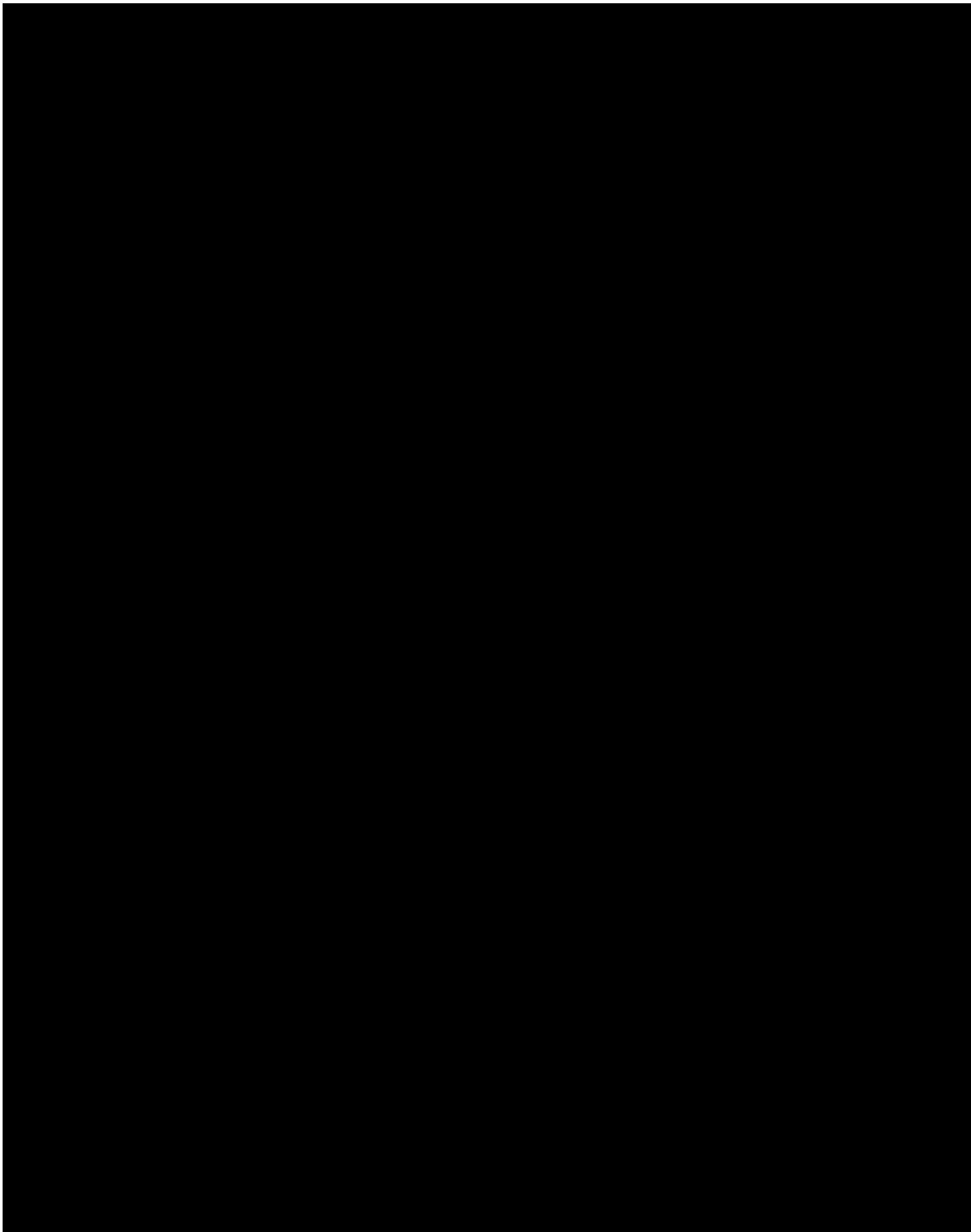
**FILED UNDER SEAL**

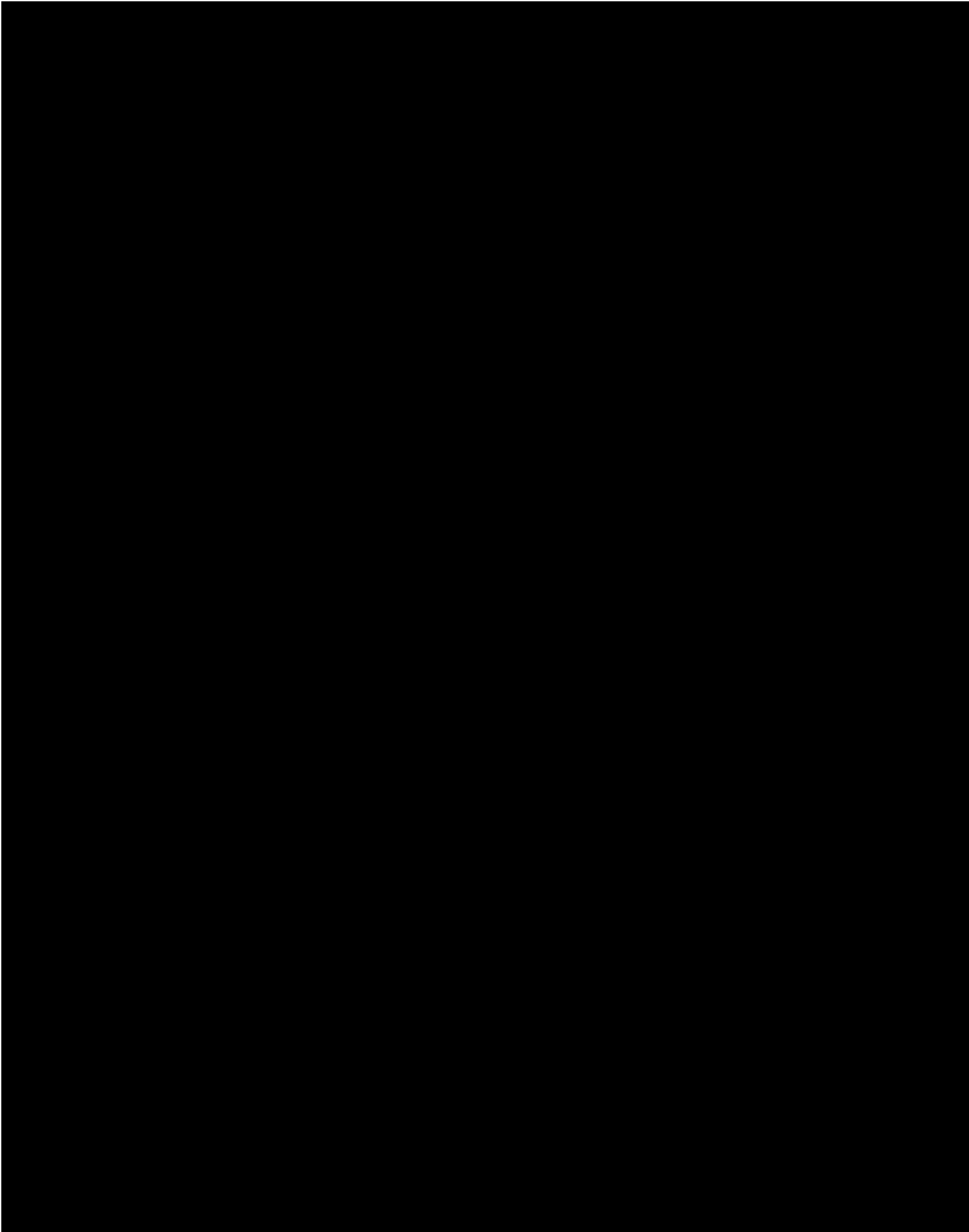


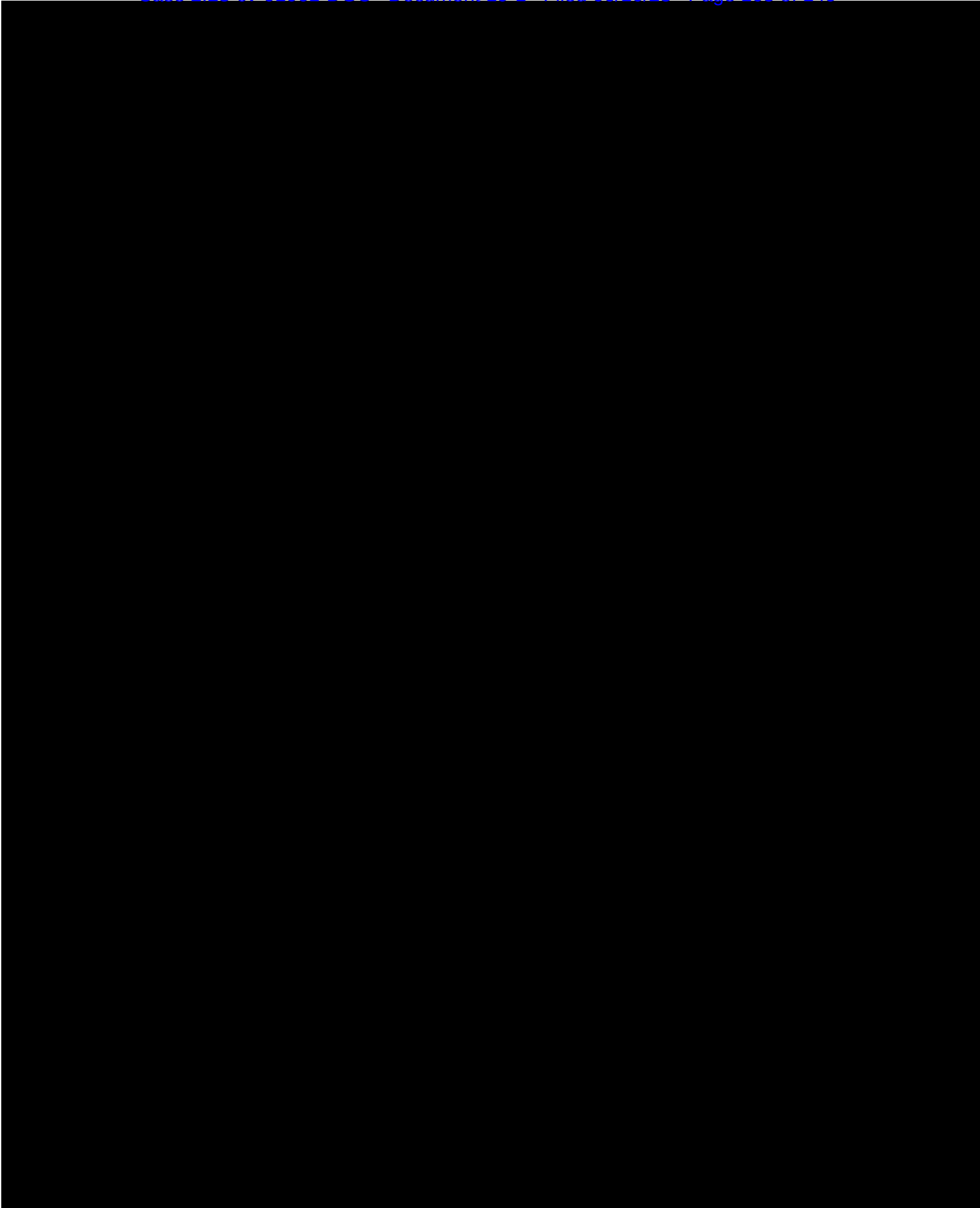


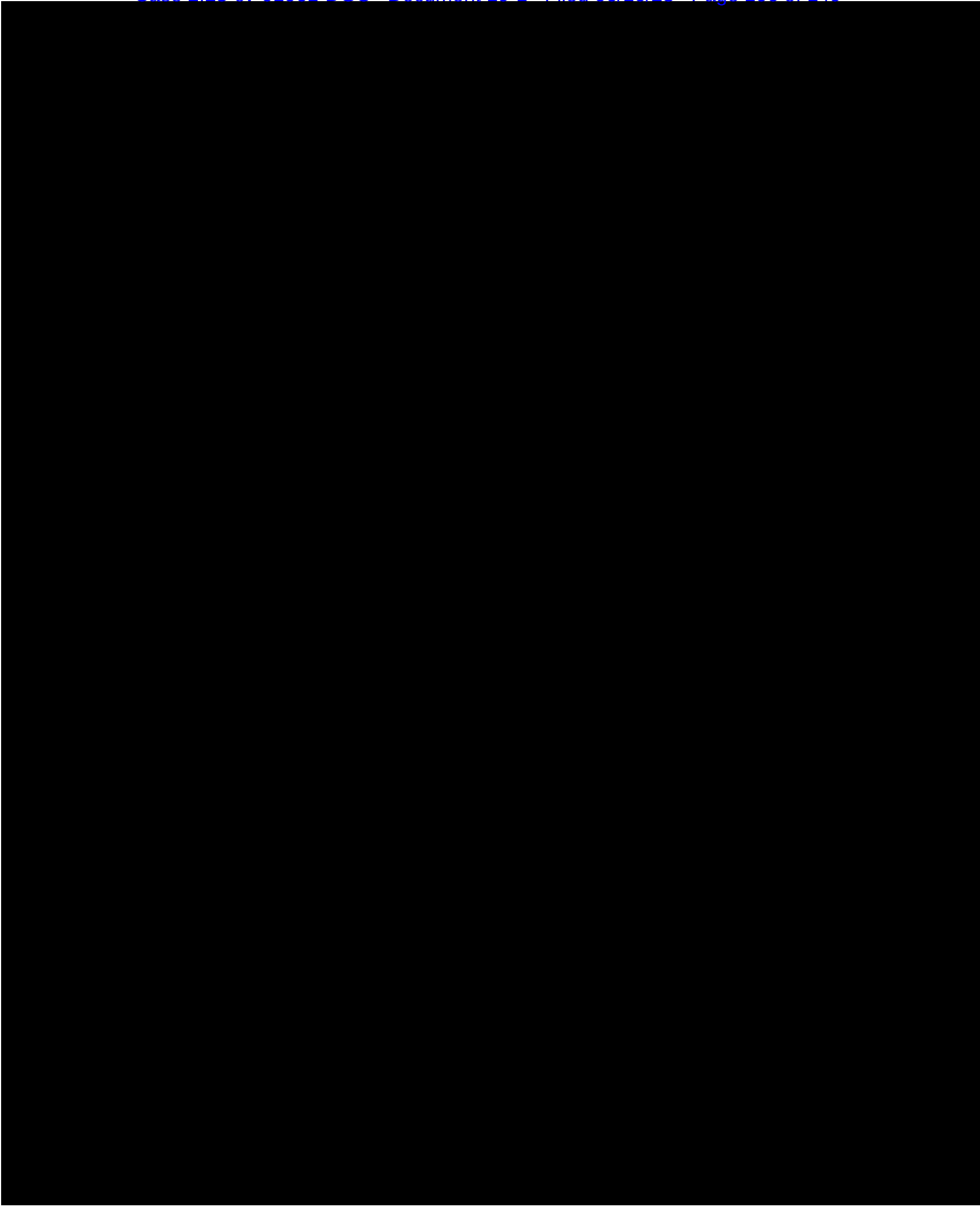


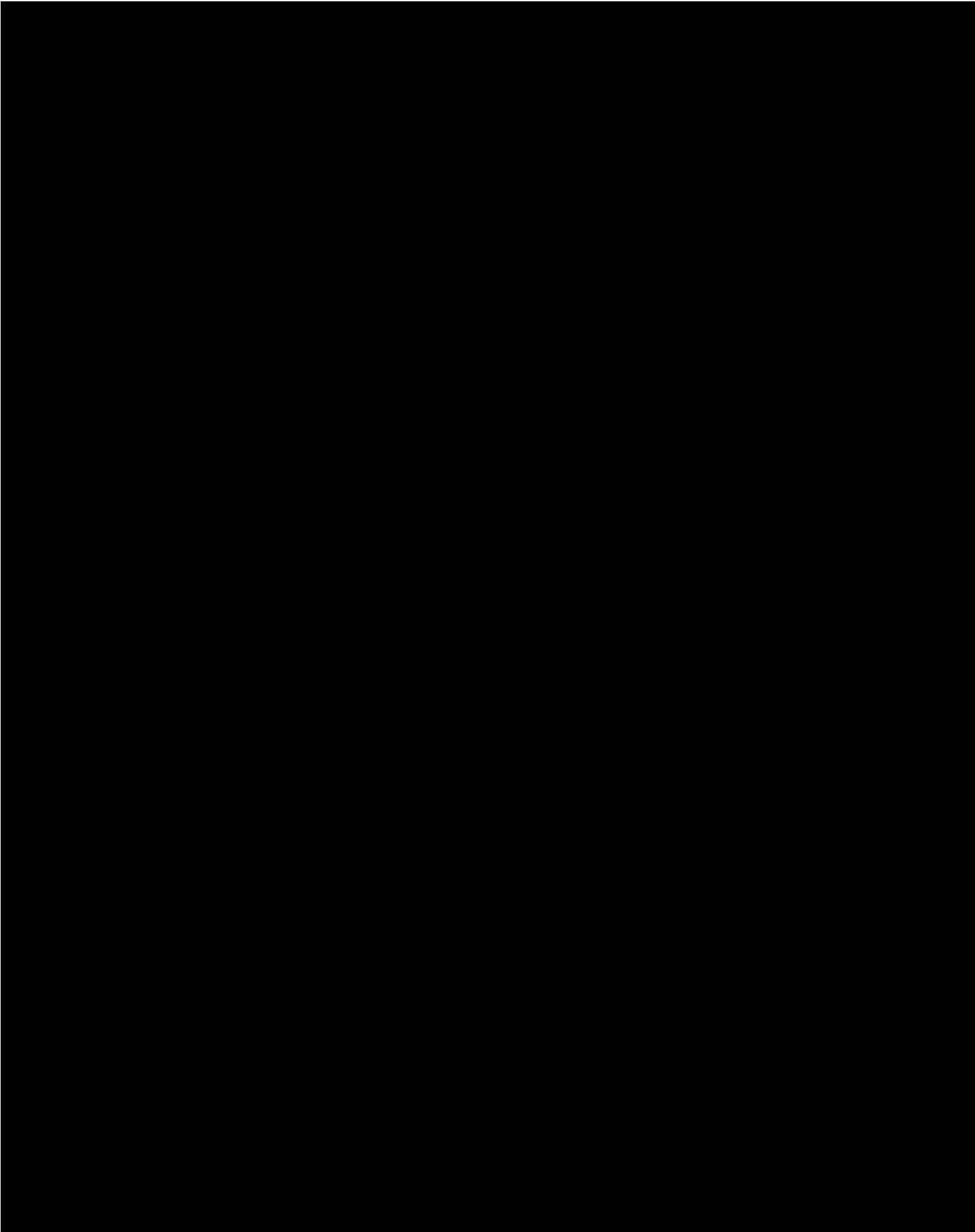


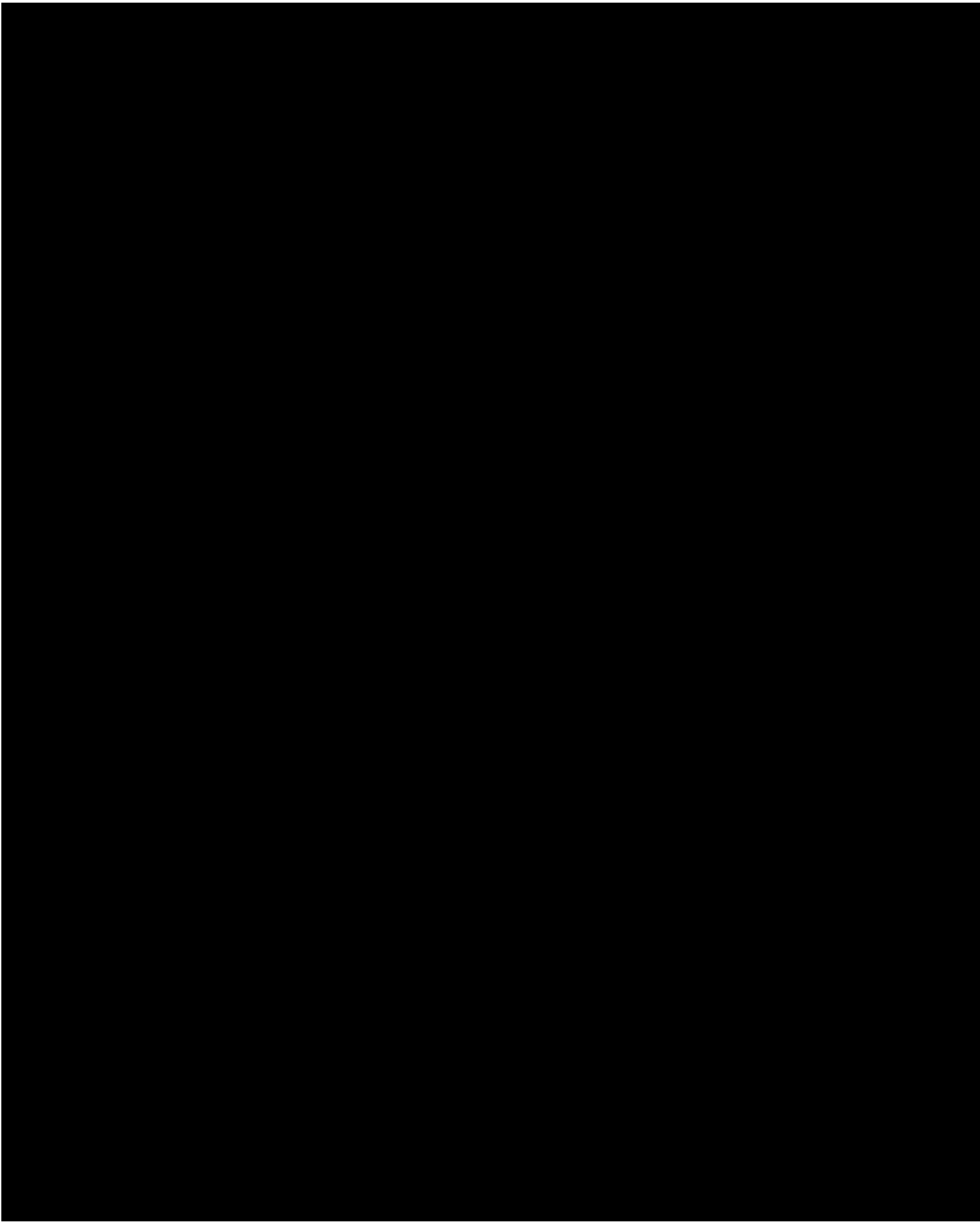




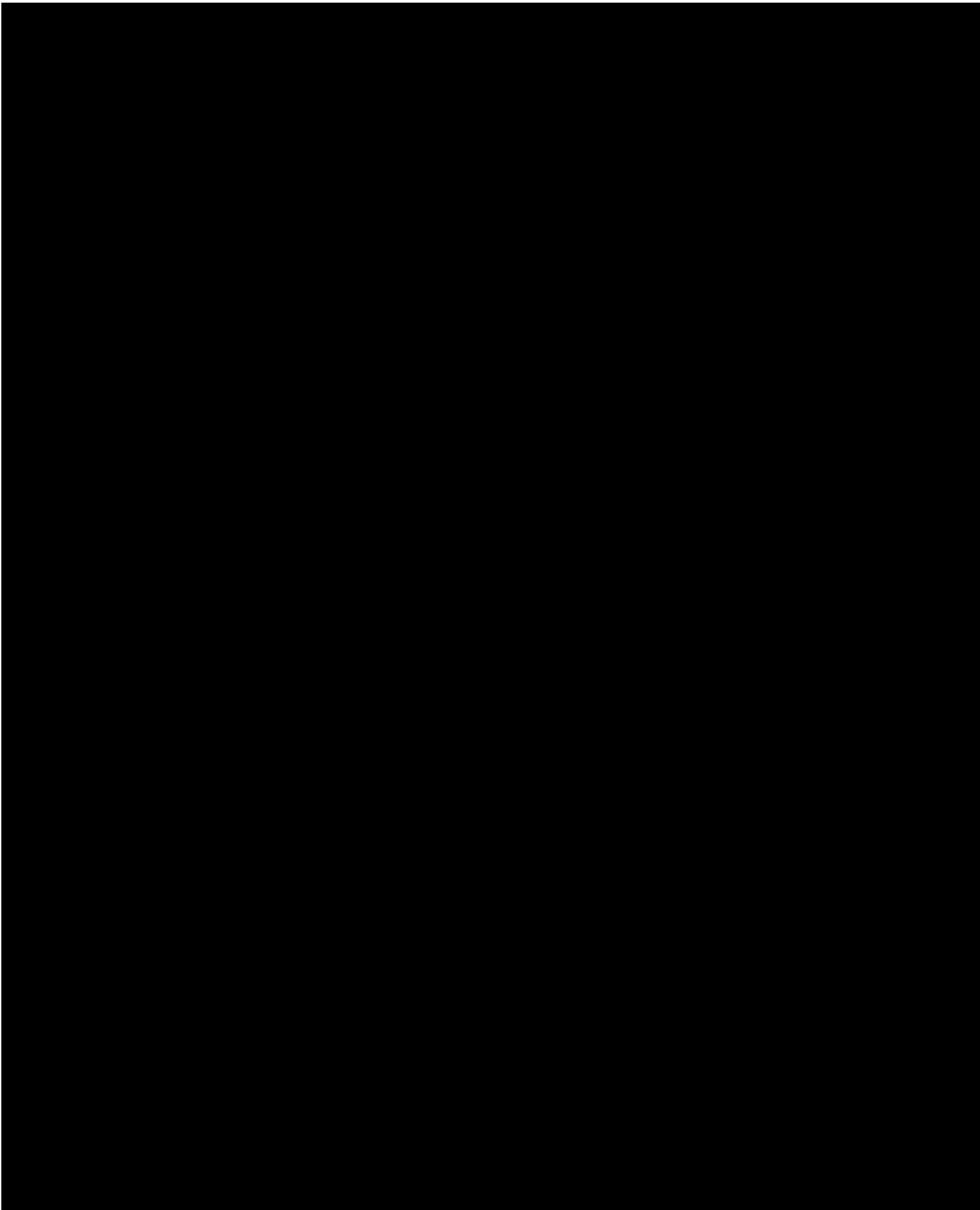






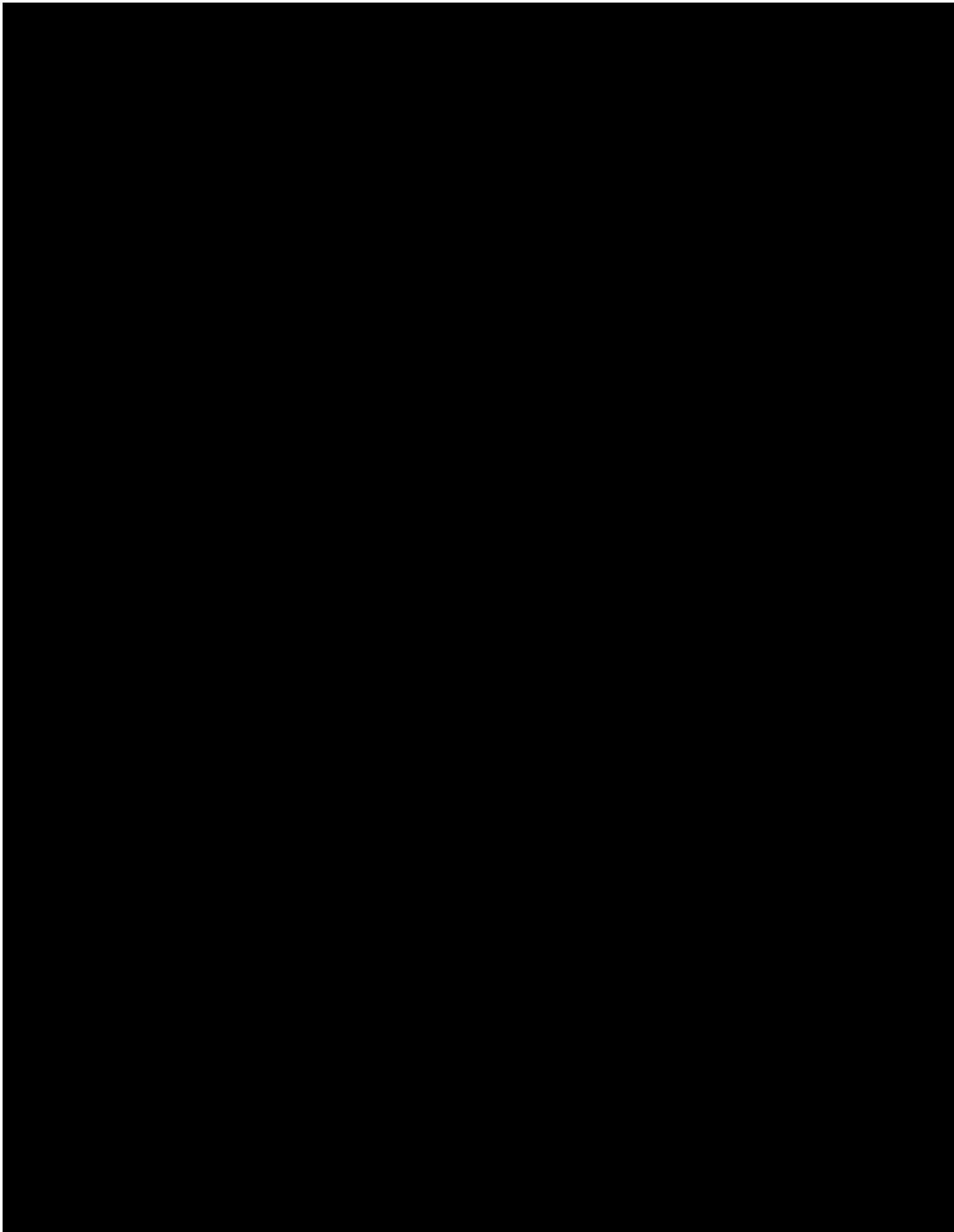


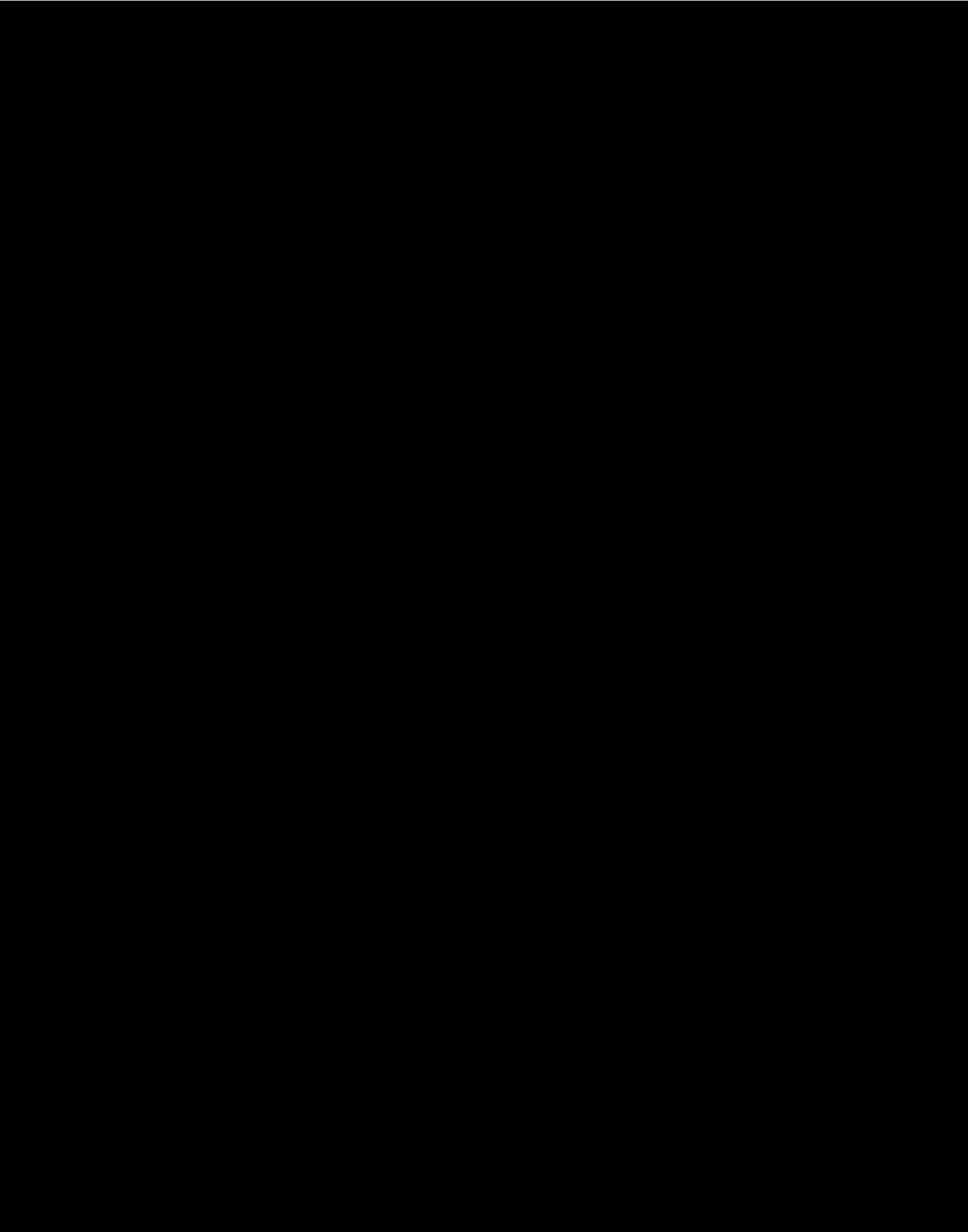


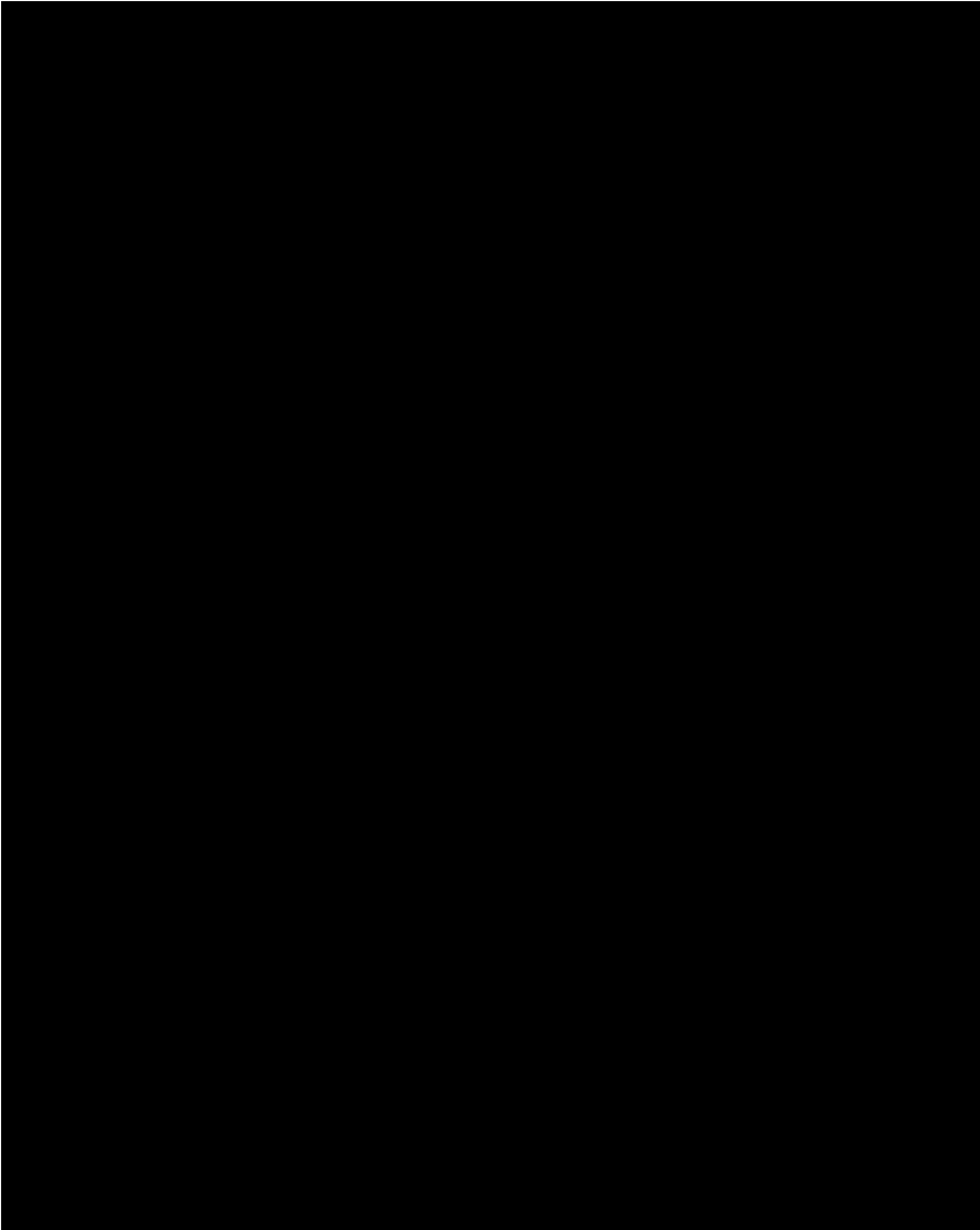


# **EXHIBIT H**

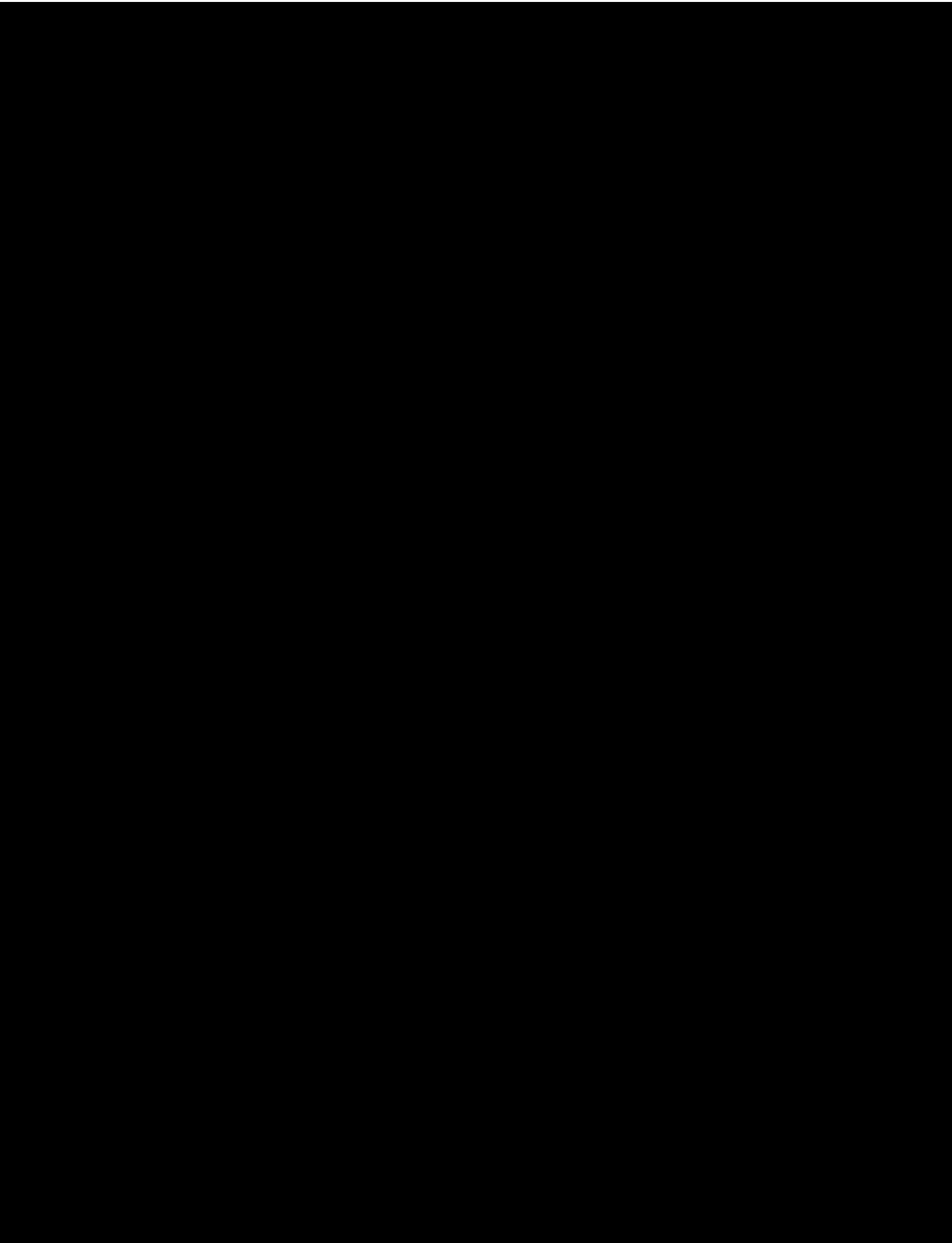
**FILED UNDER SEAL**

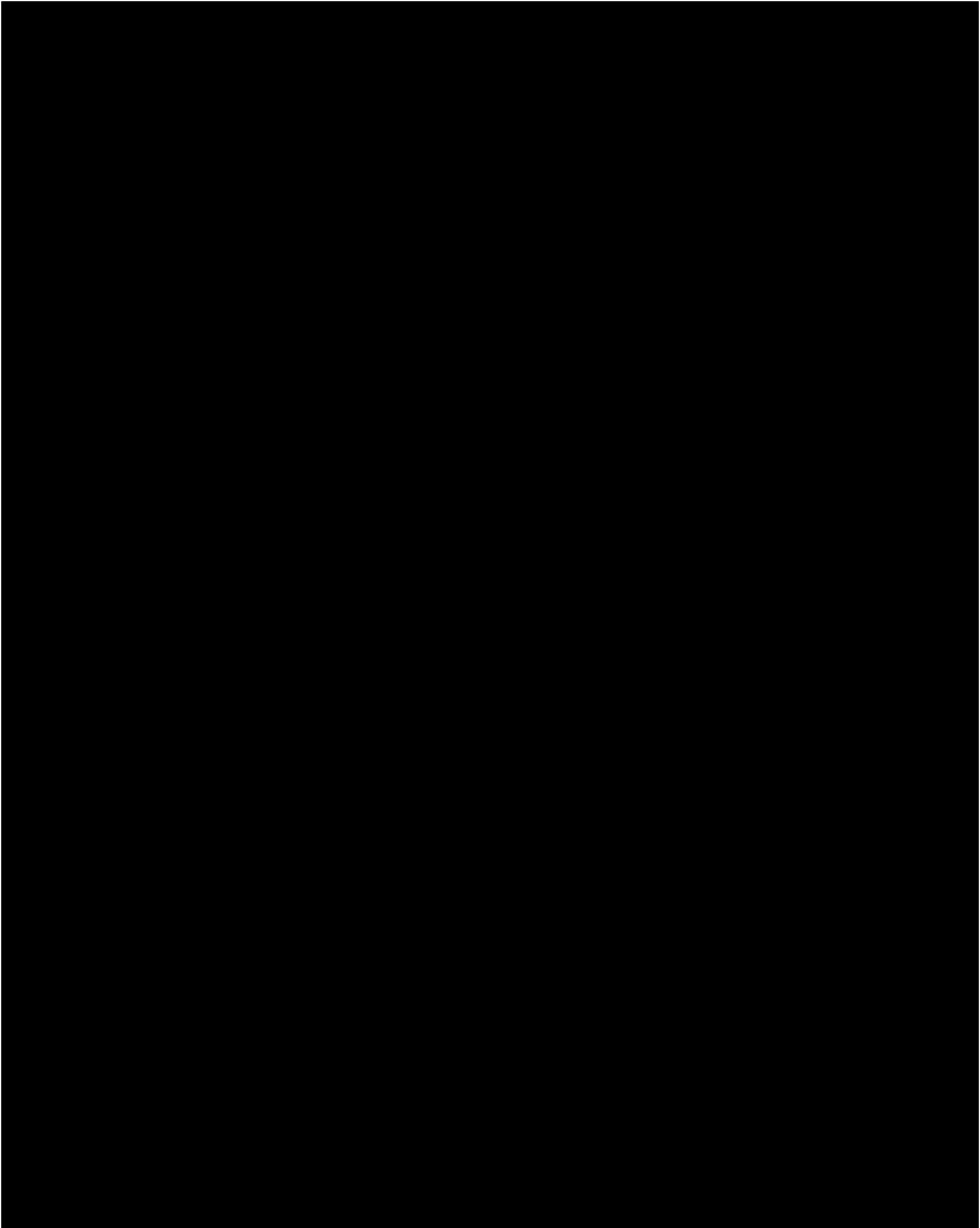




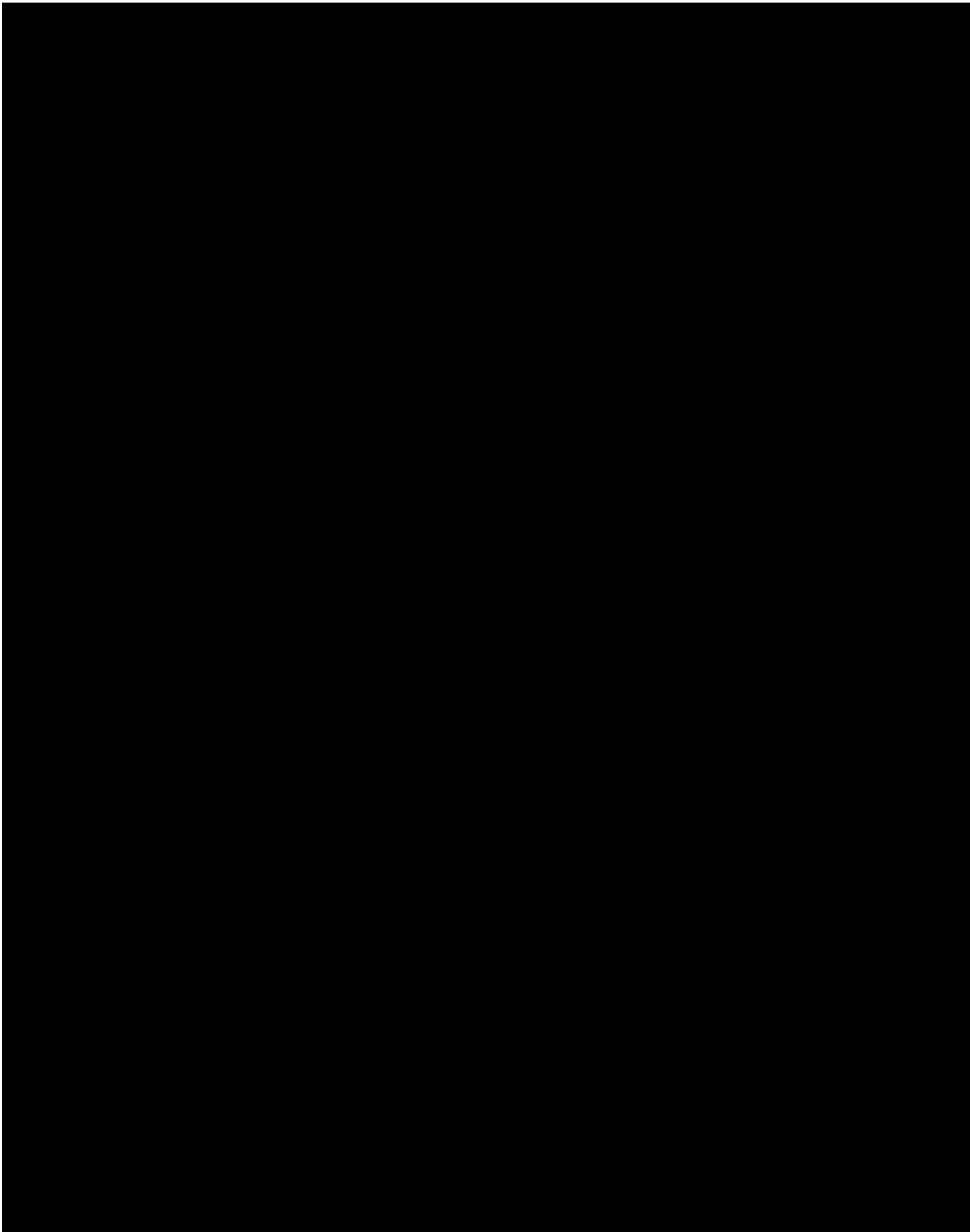






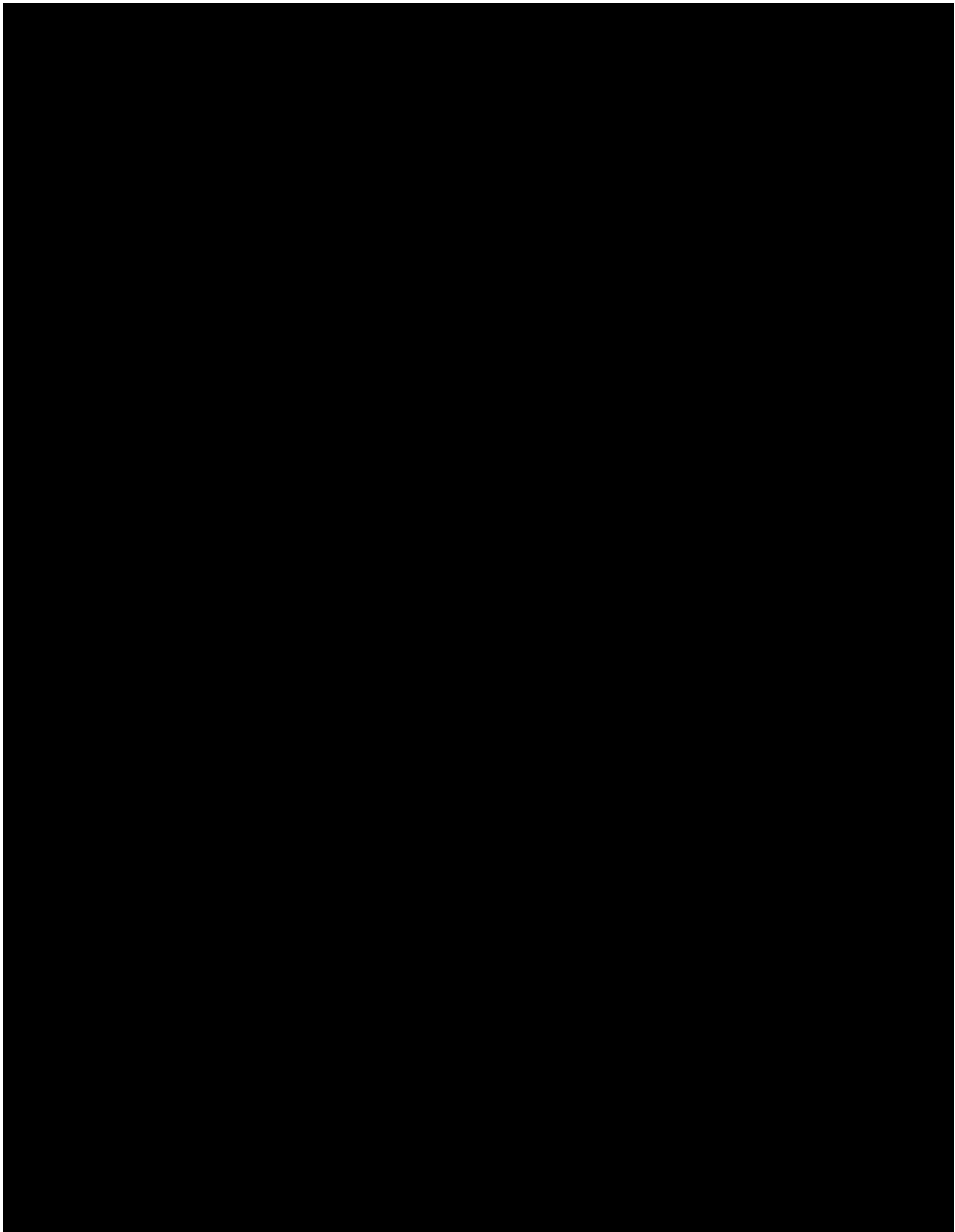


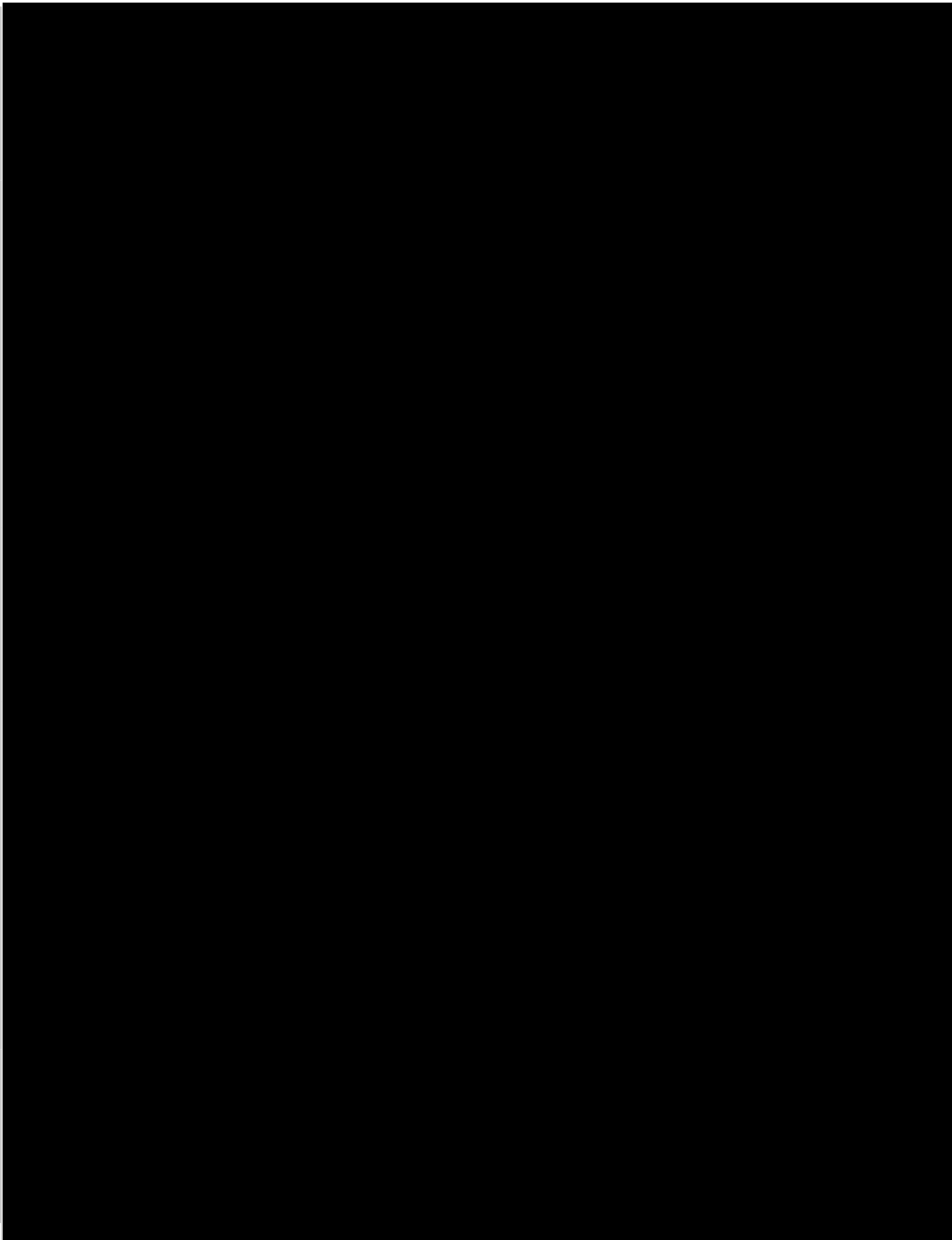












# **EXHIBIT I**

**FILED UNDER SEAL**



Justin Powell  
Chief Legal Officer and General Counsel  
[Justin.Powell@IsagenixCorp.com](mailto:Justin.Powell@IsagenixCorp.com)

May 1, 2020

*Via E-mail*

Jay and Siv Bennett  
1001 Avenida Pico, Suite C-550  
San Clemente, CA 92673  
E-mail: [jaystarsystem@gmail.com](mailto:jaystarsystem@gmail.com)  
[jay@isa-jay.com](mailto:jay@isa-jay.com)

**Re: Field Relations Board Decision**

Dear Jay and Siv:

I hope you and your family staying safe and healthy. I am writing to follow up on your call with Travis Ogden and Sharron Walsh about the recent decision reached by the Field Relations Board.

First, we appreciate you taking ownership of and responsibility for the situation we are now facing, including the misimpression that you created that the Coovers and Isagenix were aware and supportive of the policy violations, when clearly they and Isagenix were not in either case.

I am providing below a summary of the restrictions and requirements that are being imposed by the Field Relations Board in light of recent information received in connection with the [REDACTED] [REDACTED]—which I understand Travis and Sharron discussed with you. The following restrictions and requirements will apply to you and all of your Isagenix positions for a minimum of one year (as further explained below):

- You are eligible to receive only those sources of **income** defined as Ways to Earn in the Team Compensation Plan (including Retail Profits, Retail Direct Profits, Product Introduction Bonuses, and Executive Matching Bonuses) and standard Rank Advancement Bonuses and Double Product Introduction Bonuses, as defined in the Company's promotional material. You are not eligible to participate in any other Incentives or Promotions, including but not limited to leadership pools, incentive trips, contests, or bonuses not listed in the previous sentence.
- You will not receive any kind of **recognition** from Isagenix for any achievements relating to your Isagenix business. As part of this, Isagenix will, at its discretion, be removing your names and images from company online content.
- You are not permitted to attend or participate in any **company-sponsored events** held at a physical location. You are permitted to attend any on-line, virtual events on a listen-only basis, and are not permitted to speak, train, post comments, or otherwise communicate to

Jay and Siv Bennett  
May 1, 2020  
Page 2

the rest of the event attendees as a whole (while communications limited to your organization are permissible and encouraged).

- You are not permitted to make any statements on **social media** relating directly to Isagenix that are visible to the general public. (However, we encourage you to continue to build and support your organization using calls, private social-media groups, or other methods not involving public social-media statements, provided that you do so in compliance with all of our Policies & Procedures.) In addition, you are required to make reasonable efforts to avoid having others' posts about both you and Isagenix show up on your social media pages; this includes—when you receive notifications about having been tagged by another Isagenix Associate in a post about Isagenix—the declining of any prompt to have the post placed on your social media page.
- You are not permitted to **manage other members' accounts** for them in any way other than helping an individual to enroll with Isagenix and place an initial order (if the individual gives you authority to do so). As part of this, you are not permitted to take or use personal information for purposes of placing orders after an initial order.
- You are required to **disclose** to our Compliance team any other accounts or members you are aware of in your organization that are:
  - managed by anyone other than the named account holder; or
  - involved in any way in placing Isagenix products for sale on Amazon, eBay, or any similar site. (Our Compliance team will follow up with you in the next week or so to get this information.)
- These restrictions and requirements will remain in place for at least one year, during which time Isagenix's investigation will remain open. During that year, you will be on **probation**, with an ongoing assessment of your compliance with company policies and a final assessment at the end of the year. Isagenix reserves the right to take additional steps, potentially including a substantial fine or termination, based on the results of our investigation and those assessments.

We appreciate your acceptance of these requirements and restrictions as a way for you to continue to take responsibility for your relevant actions. And, we are optimistic about our ability to work together in a mutually beneficial way during the next year, as you continue to take this matter seriously, and beyond.

Please let me know if you have any questions.

Sincerely,

/s/ Justin Powell



# EXHIBIT J

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



### Commission Tax Invoice

Commissions for period: 05/03/2021 through 05/09/2021

Jay Bennett (1119332)

Printed Date: 06/15/2023

KESHA MARKETING INC (0375)

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 20-Star Platinum, 25-Star Executive

#### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$13,525.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$13,525.00	\$0.00	\$13,525.00	\$13,324.00	\$0.00

#### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/03/2021	Yes	Yes	22,322	868,976	74	22,200	44,400	131	150,000
05/04/2021	Yes	Yes	18,095	811,447	60	18,000	36,000	226	925,447
05/05/2021	Yes	Yes	17,649	833,816	59	17,700	35,400	175	150,000
05/06/2021	Yes	Yes	20,712	1,430,874	69	20,700	41,400	187	1,539,474
05/07/2021	Yes	Yes	16,155	969,161	54	16,200	32,400	142	150,000
05/08/2021	Yes	Yes	12,900	686,584	43	12,900	25,800	142	810,784
05/09/2021	Yes	Yes	18,061	645,160	60	18,000	36,000	203	150,000
			125,894	6,246,058	Capped			False	
Remaining Volume:			203	150,000			Total Cycles	Capped	
							Cycle Value	\$54.10	
							Total Team Bonus	\$13,525.00	
								USD	

#### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Total Commission	\$13,525.00	USD	Total Commission	\$13,525.00	USD
			Beginning Balance	\$0.00	USD
			Earnings Subtotal	\$13,525.00	USD
			Direct Deposit Fee	(\$1.00)	USD
			[ISA Foundation]	(\$200.00)	USD
			Net	\$13,324.00	USD

Actual calculation amounts may differ depending on rounding.

Current Foreign Exchange (Fx) multiplier is 1.000. See foreign exchange policy for details.

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



### Commission Tax Invoice

Commissions for period: 05/02/2022 through 05/08/2022

Jay Bennett (1119332)

Printed Date: 06/15/2023

KESHA MARKETING INC (0375)

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 20-Star Platinum, 25-Star Executive

#### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$13,525.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$13,525.00	\$0.00	\$13,525.00	\$13,324.00	\$0.00

#### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/02/2022	Yes	Yes	15,344	648,165	51	15,300	30,600	258	767,565
05/03/2022	Yes	Yes	12,675	561,820	43	12,900	25,800	33	1,303,585
05/04/2022	Yes	Yes	14,800	581,107	49	14,700	29,400	133	150,000
05/05/2022	Yes	Yes	13,831	527,084	46	13,800	27,600	164	649,484
05/06/2022	Yes	Yes	11,306	558,045	38	11,400	22,800	70	1,184,729
05/07/2022	Yes	Yes	6,169	400,793	20	6,000	12,000	239	150,000
05/08/2022	Yes	Yes	10,280	396,382	35	10,500	21,000	19	525,382
			84,405	3,673,396	Capped			False	
Remaining Volume:			19	525,382			Total Cycles	Capped	
							Cycle Value	\$54.10	
							Total Team Bonus	\$13,525.00	
								USD	

#### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Total Commission	\$13,525.00	USD	Total Commission	\$13,525.00	USD
			Beginning Balance	\$0.00	USD
			Earnings Subtotal	\$13,525.00	USD
			Direct Deposit Fee	(\$1.00)	USD
			[ISA Foundation]	(\$200.00)	USD
			Net	\$13,324.00	USD

Actual calculation amounts may differ depending on rounding.

Current Foreign Exchange (Fx) multiplier is 1.000. See foreign exchange policy for details.

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



## Commission Tax Invoice

Commissions for period: 05/01/2023 through 05/07/2023

Jay Bennett (1119332)

Printed Date: 06/13/2023

KESHA MARKETING INC (0375)

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 20-Star Platinum, 25-Star Executive

### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$11,577.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$11,577.40	\$0.00	\$11,577.40	\$11,576.40	\$0.00

### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/01/2023	Yes	Yes	14,705	613,216	49	14,700	29,400	113	733,816
05/02/2023	Yes	Yes	7,562	485,052	25	7,500	15,000	175	1,203,868
05/03/2023	Yes	Yes	9,928	443,234	33	9,900	19,800	203	150,000
05/04/2023	Yes	Yes	10,453	394,594	35	10,500	21,000	156	523,594
05/05/2023	Yes	Yes	8,174	435,587	27	8,100	16,200	230	942,981
05/06/2023	Yes	Yes	6,284	309,639	21	6,300	12,600	214	1,240,020
05/07/2023	Yes	Yes	7,082	339,817	24	7,200	14,400	96	150,000
			64,188	3,021,139	214.00			False	
Remaining Volume:			96		150,000	Total Cycles		214	
						Cycle Value		\$54.10	
						Total Team Bonus		\$11,577.40	
								USD	

### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



### Commission Tax Invoice

Commissions for period: 05/03/2021 through 05/09/2021

Jay Bennett (8531558)

Printed Date: 06/15/2023

Kesha Marketing Inc (0375)

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 20-Star Platinum, 25-Star Executive

#### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$5,518.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$5,518.20	\$0.00	\$5,518.20	\$5,517.20	\$0.00

#### Team Bonus

Day	Active	Paid As Consultant or Above	New Volume		Cycles Earned	Used Volume		Remaining Volume	
			Left	Right		Left	Right	Left	Right
05/03/2021	Yes	Yes	4,980	891,296	16	4,800	9,600	195	150,000
05/04/2021	Yes	Yes	4,275	829,542	14	4,200	8,400	270	971,142
05/05/2021	Yes	Yes	5,818	851,465	20	6,000	12,000	86	1,810,607
05/06/2021	Yes	Yes	5,995	1,451,586	20	6,000	12,000	83	3,250,193
05/07/2021	Yes	Yes	5,553	985,336	18	5,400	10,800	236	4,224,729
05/08/2021	Yes	Yes	2,305	699,484	8	2,400	4,800	141	4,919,413
05/09/2021	Yes	Yes	1,717	663,221	6	1,800	3,600	58	5,579,034
			30,843	6,371,332	102.00				False
Remaining Volume:			58	5,579,034				Total Cycles	102
								Cycle Value	\$54.10
								Total Team Bonus	\$5,518.20
									USD

#### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Total Commission	\$5,518.20 USD	Total Commission	\$5,518.20 USD
		Beginning Balance	\$0.00 USD
		Earnings Subtotal	\$5,518.20 USD
		Direct Deposit Fee	(\$1.00) USD
		Net	\$5,517.20 USD

Actual calculation amounts may differ depending on rounding.

Current Foreign Exchange (Fx) multiplier is 1.000. See foreign exchange policy for details.

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



### Commission Tax Invoice

Commissions for period: 05/02/2022 through 05/08/2022

Jay Bennett (8531558)

Printed Date: 06/15/2023

Kesha Marketing Inc (0375)

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 20-Star Platinum, 25-Star Executive

#### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$3,732.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$3,732.90	\$0.00	\$3,732.90	\$3,731.90	\$0.00

#### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/02/2022	Yes	Yes	3,095	663,509	10	3,000	6,000	164	2,779,842
05/03/2022	Yes	Yes	3,922	574,495	13	3,900	7,800	186	3,346,537
05/04/2022	Yes	Yes	2,262	595,907	8	2,400	4,800	48	3,937,644
05/05/2022	Yes	Yes	2,681	540,915	9	2,700	5,400	29	4,473,159
05/06/2022	Yes	Yes	3,462	569,351	11	3,300	6,600	191	5,035,910
05/07/2022	Yes	Yes	3,222	406,962	11	3,300	6,600	113	150,000
05/08/2022	Yes	Yes	2,185	406,662	7	2,100	4,200	198	552,462
			20,829	3,757,801	69.00				
Remaining Volume:			198	552,462			Total Cycles	69	False
					Cycle Value		\$54.10		
					Total Team Bonus		\$3,732.90	USD	

#### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Total Commission	\$3,732.90 USD	Total Commission	\$3,732.90 USD
		Beginning Balance	\$0.00 USD
		Earnings Subtotal	\$3,732.90 USD
		Direct Deposit Fee	(\$1.00) USD
		Net	\$3,731.90 USD

Actual calculation amounts may differ depending on rounding.

Current Foreign Exchange (Fx) multiplier is 1.000. See foreign exchange policy for details.



Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



## Commission Tax Invoice

Commissions for period: 05/01/2023 through 05/07/2023

Jay Bennett (8531558)

Printed Date: 06/13/2023

Kesha Marketing Inc (0375)

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 20-Star Platinum, 25-Star Executive

### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$2,164.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$2,164.00	\$0.00	\$2,164.00	\$2,163.00	\$0.00

### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/01/2023	Yes	Yes	2,325	627,921	8	2,400	4,800	0	1,624,396
05/02/2023	Yes	Yes	1,798	492,614	5	1,500	3,000	298	2,114,010
05/03/2023	Yes	Yes	1,971	453,162	7	2,100	4,200	169	2,562,972
05/04/2023	Yes	Yes	2,625	405,047	9	2,700	5,400	94	2,962,619
05/05/2023	Yes	Yes	1,556	443,761	5	1,500	3,000	150	3,403,380
05/06/2023	Yes	Yes	349	315,923	1	300	600	199	3,718,703
05/07/2023	Yes	Yes	1,503	346,899	5	1,500	3,000	202	4,062,602
			12,127	3,085,327	40.00			False	
Remaining Volume:			202	4,062,602			Total Cycles	40	
							Cycle Value	\$54.10	
							Total Team Bonus	\$2,164.00	USD

### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



### Commission Tax Invoice

Commissions for period: 05/03/2021 through 05/09/2021

Jay Bennett (9907890)

Printed Date: 06/16/2023

Kesha Marketing Inc (0375)

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 20-Star Platinum, 25-Star Executive

#### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$3,787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$3,787.00	\$0.00	\$3,787.00	\$3,786.00	\$0.00

#### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/03/2021	Yes	Yes	3,341	745,588	11	3,300	6,600	63	6,182,362
05/04/2021	Yes	Yes	3,036	686,850	10	3,000	6,000	99	6,863,212
05/05/2021	Yes	Yes	3,607	726,173	12	3,600	7,200	106	7,582,185
05/06/2021	Yes	Yes	3,508	1,319,470	12	3,600	7,200	14	150,000
05/07/2021	Yes	Yes	2,531	865,058	8	2,400	4,800	145	1,010,259
05/08/2021	Yes	Yes	2,666	626,983	9	2,700	5,400	111	1,631,842
05/09/2021	Yes	Yes	2,476	565,893	8	2,400	4,800	187	2,192,935
			21,165	5,536,017	70.00			False	
Remaining Volume:			187	2,192,935	Total Cycles		70		
					Cycle Value		\$54.10		
					Total Team Bonus		\$3,787.00	USD	

#### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Total Commission	\$3,787.00 USD	Total Commission	\$3,787.00 USD
		Beginning Balance	\$0.00 USD
		Earnings Subtotal	\$3,787.00 USD
		Direct Deposit Fee	(\$1.00) USD
		Net	\$3,786.00 USD

Actual calculation amounts may differ depending on rounding.

Current Foreign Exchange (Fx) multiplier is 1.000. See foreign exchange policy for details.



Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



### Commission Tax Invoice

Commissions for period: 05/02/2022 through 05/08/2022

Jay Bennett (9907890)

Printed Date: 06/16/2023

Kesha Marketing Inc (0375)

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 20-Star Platinum, 25-Star Executive

#### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$2,109.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$2,109.90	\$0.00	\$2,109.90	\$2,108.90	\$0.00

#### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/02/2022	Yes	Yes	2,141	666,604	7	2,100	4,200	248	6,688,081
05/03/2022	Yes	Yes	1,302	578,417	5	1,500	3,000	50	7,043,496
05/04/2022	Yes	Yes	2,623	598,169	8	2,400	4,800	273	7,636,867
05/05/2022	Yes	Yes	1,935	543,596	7	2,100	4,200	108	8,176,263
05/06/2022	Yes	Yes	1,255	572,813	4	1,200	2,400	163	8,746,676
05/07/2022	Yes	Yes	1,016	410,184	3	900	1,800	281	9,155,060
05/08/2022	Yes	Yes	1,275	408,847	5	1,500	3,000	56	9,560,907
			11,549	3,778,630	39.00	False			
Remaining Volume:			56	9,560,907	Total Cycles		39		
					Cycle Value		\$54.10		
					Total Team Bonus		\$2,109.90	US	0

#### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Total Commission	\$2,109.90 USD	Total Commission	\$2,109.90 USD
		Beginning Balance	\$0.00 USD
		Earnings Subtotal	\$2,109.90 USD
		Direct Deposit Fee	(\$1.00) USD
		Net	\$2,108.90 USD

Actual calculation amounts may differ depending on rounding.

Current Foreign Exchange (Fx) multiplier is 1.000. See foreign exchange policy for details.

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



## Commission Tax Invoice

Commissions for period: 05/01/2023 through 05/07/2023

Jay Bennett (9907890)

Printed Date: 06/13/2023

Kesha Marketing Inc (0375)

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 20-Star Platinum, 25-Star Executive

### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$1,460.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$1,460.70	\$0.00	\$1,460.70	\$1,459.70	\$0.00

### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/01/2023	Yes	Yes	1,306	630,246	4	1,200	2,400	130	9,500,322
05/02/2023	Yes	Yes	1,505	494,412	5	1,500	3,000	135	9,991,734
05/03/2023	Yes	Yes	1,537	455,133	5	1,500	3,000	172	10,443,867
05/04/2023	Yes	Yes	801	407,672	3	900	1,800	73	10,849,739
05/05/2023	Yes	Yes	1,147	445,317	4	1,200	2,400	20	11,292,656
05/06/2023	Yes	Yes	942	316,272	3	900	1,800	62	11,607,128
05/07/2023	Yes	Yes	1,131	348,402	3	900	1,800	293	150,000
			8,369	3,097,454	27.00			False	
Remaining Volume:			293	150,000			Total Cycles	27	
							Cycle Value	\$54.10	
							Total Team Bonus	\$1,460.70	USD

### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



### Commission Tax Invoice

Commissions for period: 05/03/2021 through 05/09/2021

Jay Bennett (11432148)  
Kesha Marketing Inc (0375)

Printed Date: 06/16/2023

1001 Avenida PicoSte C 550

San Clemente, CA 92673-6979

Achieved Rank: 20-Star Platinum, 25-Star Executive

#### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$3,895.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$3,895.20	\$0.00	\$3,895.20	\$3,894.20	\$0.00

#### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/03/2021	Yes	Yes	3,107	899,619	10	3,000	6,000	175	5,565,136
05/04/2021	Yes	Yes	4,019	836,853	13	3,900	7,800	294	6,394,189
05/05/2021	Yes	Yes	3,522	860,890	12	3,600	7,200	216	7,247,679
05/06/2021	Yes	Yes	3,679	1,461,154	12	3,600	7,200	295	150,000
05/07/2021	Yes	Yes	2,899	993,420	10	3,000	6,000	194	1,137,420
05/08/2021	Yes	Yes	2,140	704,455	7	2,100	4,200	234	1,837,675
05/09/2021	Yes	Yes	2,390	667,538	8	2,400	4,800	224	2,500,413
			21,796	6,423,529	72.00	True			
Remaining Volume:			224	2,500,413	Total Cycles		72		
					Cycle Value		\$54.10		
					Total Team Bonus		\$3,895.20	USD	

#### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Total Commission	\$3,895.20 USD	Total Commission	\$3,895.20 USD
		Beginning Balance	\$0.00 USD
		Earnings Subtotal	\$3,895.20 USD
		Direct Deposit Fee	(\$1.00) USD
		Net	\$3,894.20 USD

Actual calculation amounts may differ depending on rounding.

Current Foreign Exchange (Fx) multiplier is 1.000. See foreign exchange policy for details.

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



### Commission Tax Invoice

Commissions for period: 05/02/2022 through 05/08/2022

Jay Bennett (11432148)

Printed Date: 06/16/2023

Kesha Marketing Inc (0375)

1001 Avenida PicoSte C 550

San Clemente, CA 92673-6979

Achieved Rank: 20-Star Platinum, 25-Star Executive

#### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$973.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$973.80	\$0.00	\$973.80	\$972.80	\$0.00

#### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/02/2022	Yes	Yes	606	668,745	3	900	1,800	5	9,549,105
05/03/2022	Yes	Yes	1,386	579,719	4	1,200	2,400	191	10,126,424
05/04/2022	Yes	Yes	851	600,792	3	900	1,800	142	10,725,416
05/05/2022	Yes	Yes	1,154	545,531	4	1,200	2,400	96	11,268,547
05/06/2022	Yes	Yes	726	574,068	2	600	1,200	222	11,841,415
05/07/2022	Yes	Yes	181	411,202	1	300	600	103	12,262,017
05/08/2022	Yes	Yes	234	410,122	1	300	600	37	12,661,539
			5,138	3,750,175	18.00	True			
Remaining Volume:			37	12,661,539					
					Total Cycles	18			
					Cycle Value	\$54.10			
					Total Team Bonus	\$973.80		US D.	

#### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Total Commission	\$973.80 USD	Total Commission	\$973.80 USD
		Beginning Balance	\$0.00 USD
		Earnings Subtotal	\$973.80 USD
		Direct Deposit Fee	(\$1.00) USD
		Net	\$972.80 USD

Actual calculation amounts may differ depending on rounding.

Current Foreign Exchange (Fx) multiplier is 1.000. See foreign exchange policy for details.

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



## Commission Tax Invoice

Commissions for period: 05/01/2023 through 05/07/2023

Jay Bennett (11432148)

Printed Date: 06/13/2023

Kesha Marketing Inc (0375)

1001 Avenida PicoSte C 550

San Clemente, CA 92673-6979

Achieved Rank: 20-Star Platinum, 25-Star Executive

### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$541.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$541.00	\$0.00	\$541.00	\$540.00	\$0.00

### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/01/2023	Yes	Yes	1,102	631,552	4	1,200	2,400	108	2,545,064
05/02/2023	Yes	Yes	451	495,917	1	300	600	259	3,040,381
05/03/2023	Yes	Yes	246	456,670	1	300	600	205	3,496,451
05/04/2023	Yes	Yes	458	408,473	2	600	1,200	63	3,903,724
05/05/2023	Yes	Yes	158	446,464	0	0	0	221	4,350,188
05/06/2023	Yes	Yes	236	317,214	1	300	600	157	4,666,802
05/07/2023	Yes	Yes	279	349,533	1	300	600	136	5,015,735
			2,930	3,105,823	10.00			True	
Remaining Volume:			136	5,015,735			Total Cycles	10	
							Cycle Value	\$54.10	
							Total Team Bonus	\$541.00	USD

### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.



Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



### Commission Tax Invoice

Commissions for period: 05/03/2021 through 05/09/2021

Siv Bennett (11445915)

Printed Date: 06/16/2023

Siv Bennett

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 5-Star Golden Circle, Executive

#### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$270.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$270.50	\$0.00	\$270.50	\$0.00	\$270.50

#### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/03/2021	Yes	Yes	2,494	613	2	1,200	600	241,491	202
05/04/2021	Yes	Yes	3,785	234	1	600	300	244,676	136
05/05/2021	Yes	Yes	3,305	217	1	600	300	247,381	53
05/06/2021	Yes	Yes	3,574	105	0	0	0	250,955	158
05/07/2021	Yes	Yes	2,763	136	0	0	0	253,718	294
05/08/2021	Yes	Yes	2,098	42	1	600	300	255,216	36
05/09/2021	Yes	Yes	2,390	0	0	0	0	257,606	36
			20,405	1,347	5.00			True	
Remaining Volume:			257,606		36	Total Cycles		5	
						Cycle Value		\$54.10	
						Total Team Bonus		\$270.50	USD

#### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Total Commission	\$270.50 USD	Total Commission	\$270.50 USD
		Beginning Balance	\$0.00 USD
		Earnings Subtotal	\$270.50 USD
		Net	\$0.00 USD

Actual calculation amounts may differ depending on rounding.

Current Foreign Exchange (Fx) multiplier is 1.000. See foreign exchange policy for details.



Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



### Commission Tax Invoice

Commissions for period: 05/02/2022 through 05/08/2022

Siv Bennett (11445915)

Printed Date: 06/16/2023

Siv Bennett

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 5-Star Golden Circle, Executive

#### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$216.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$216.40	\$0.00	\$216.40	\$215.40	\$0.00

#### Team Bonus

Day	Active	Paid As Consultant or Above	New Volume			Used Volume		Remaining Volume	
			Left	Right	Cycles Earned	Left	Right	Left	Right
05/02/2022	Yes	Yes	408	198	1	600	300	180,680	88
05/03/2022	Yes	Yes	1,084	302	1	600	300	181,164	87
05/04/2022	Yes	Yes	738	113	0	0	0	181,902	200
05/05/2022	Yes	Yes	631	523	2	1,200	600	181,333	123
05/06/2022	Yes	Yes	598	128	0	0	0	181,931	251
05/07/2022	Yes	Yes	181	0	0	0	0	182,112	251
05/08/2022	Yes	Yes	234	0	0	0	0	182,346	251
			3,874	1,264	4.00			True	
Remaining Volume:			182,346		251	Total Cycles		4	
						Cycle Value		\$54.10	
						Total Team Bonus		\$216.40	
								USD	

#### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

Total Commission	\$216.40	USD	Total Commission	\$216.40	USD
			Beginning Balance	\$0.00	USD
			Earnings Subtotal	\$216.40	USD
			Direct Deposit Fee	(\$1.00)	USD
			Net	\$215.40	USD

Actual calculation amounts may differ depending on rounding.

Current Foreign Exchange (Fx) multiplier is 1.000. See foreign exchange policy for details.

Isagenix International LLC  
155 E. Rivulon Blvd  
Gilbert, AZ 85297



## Commission Tax Invoice

Commissions for period: 05/01/2023 through 05/07/2023

Siv Bennett (11445915)

Printed Date: 06/13/2023

Siv Bennett

1001 Avenida PicoSte C-550

San Clemente, CA 92673

Achieved Rank: 5-Star Golden Circle, Executive

### Commission Summary (USD)

Team Bonus	Matching Bonus	Rank Advancement Bonus	Promotions	Retail Direct Profit	PIB
\$162.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Other Compensation	Total Commission	Beginning Account Balance	Earnings Subtotal	Net	Ending Account Balance
\$0.00	\$162.30	\$0.00	\$162.30	\$161.30	\$0.00

### Team Bonus

			New Volume			Used Volume		Remaining Volume	
Day	Active	Paid As Consultant or Above	Left	Right	Cycles Earned	Left	Right	Left	Right
05/01/2023	Yes	Yes	645	457	2	1,200	600	165,032	55
05/02/2023	Yes	Yes	451	0	0	0	0	165,483	55
05/03/2023	Yes	Yes	246	0	0	0	0	165,729	55
05/04/2023	Yes	Yes	346	112	0	0	0	166,075	167
05/05/2023	Yes	Yes	110	48	0	0	0	166,185	215
05/06/2023	Yes	Yes	130	106	1	600	300	165,715	21
05/07/2023	Yes	Yes	279	0	0	0	0	165,994	21
			2,207	723	3.00			True	
Remaining Volume:			165,994	21			Total Cycles	3	
							Cycle Value	\$54.10	
							Total Team Bonus	\$162.30	USD

### Matching Bonus

There are no Executive Match Bonuses for this commission period. To earn Executive Match Bonuses on your personally enrolled Consultants and Executives you must maintain the commissionable status of Executive. Consult your Back Office Library to learn more about the Executive Match Bonuses and how they work.

# EXHIBIT K



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

May 25, 2023

**VIA FedEx AND EMAIL**

Jay Bennett ([jaystarsystem](#) REDACTED)  
Siv Bennett ([sivbennett](#) REDACTED)  
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”):

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:  
  
Kevin Heaphy

General Counsel

# EXHIBIT L



Isagenix - Corporate Back Office

File View Window Help

Find: 8531558

Jay Bennett (kesha1)

Jay Bennett (kesha1) Reports Jay Bennett (kesha2)

Member Profile Notes Order Genealogy TIN Manager Commissions Logs IsaBody Challenge Sponsorship Maintenance Compliance

Order History Create an Order Autoship RMA History Retail Sale History Order [78953362] Order [79265159]

Display Only: ☒ Regular Orders ☒ Autoship Orders ☒ Returns ☒ Voids ☒ Exchanges ☒ Replacements ☒ Events

Date Range From: 6/11/2015 To: 6/11/2023

[View Older Orders](#)

Apply Filter

Order Number	Order Date	Order Type	Status	Total BV	Shipping Method	Total Amount
1400271870	11/28/2022	Regular	Order Shipped		No Shipping	US\$49.00
79266159	01/23/2023	Regular	Order Shipped		No Shipping	US\$49.00
78953362	11/30/2022	Return	Return Processed		No Shipping	US\$49.00
76172699	01/24/2022	Regular	Order Shipped		No Shipping	US\$49.00
76160953	01/23/2022	Regular	Order Shipped		No Shipping	US\$29.00
73288090	06/11/2021	Regular	Order Shipped		No Shipping	US\$29.00
71633126	02/24/2021	Return	Return Processed		No Shipping	US\$29.00
71633117	02/24/2021	Return	Return Processed		No Shipping	US\$29.00
71633112	02/24/2021	Return	Return Processed		No Shipping	US\$29.00
71597169	02/22/2021	Regular	Order Shipped		No Shipping	US\$29.00
71581027	02/21/2021	Regular	Order Shipped		No Shipping	US\$29.00
71580192	02/21/2021	Regular	Order Shipped		No Shipping	US\$29.00
71233937	01/29/2021	Regular	Order Shipped		No Shipping	US\$49.00
67648938	06/17/2020	Regular	Order Shipped		No Shipping	US\$29.00
65398172	01/28/2020	Regular	Order Shipped		No Shipping	US\$49.00
62896492	08/23/2019	Regular	Order Shipped	36	Next Business Day Delivery	US\$86.95
62688242	08/11/2019	Regular	Order Shipped	64	No Shipping	US\$100.70
61268697	05/25/2019	Regular	Order Shipped		No Shipping	US\$39.00
58922404	01/27/2019	Regular	Order Shipped		No Shipping	US\$49.00
58070506	12/12/2018	Event	Order Shipped		No Shipping	US\$1,249.00
58070502	12/12/2018	Event	Order Shipped		No Shipping	US\$1,690.00
58070498	12/12/2018	Event	Order Shipped		No Shipping	US\$1,690.00
52706734	04/02/2018	Regular	Order Shipped		No Shipping	US\$39.00
51725831	02/15/2018	Event	Order Shipped		No Shipping	US\$10,360.00
51198138	01/21/2018	Regular	Order Shipped		No Shipping	US\$49.00
50672101	12/26/2017	Event	Order Shipped		No Shipping	US\$1,240.00
50493668	12/15/2017	Event	Order Shipped		No Shipping	US\$620.00
50281222	12/05/2017	Event	Order Shipped		No Shipping	US\$0.00
50281217	12/05/2017	Event	Order Shipped		No Shipping	US\$3,980.00
48246762	09/08/2017	Regular	Order Shipped		No Shipping	US\$0.00

06-11-2023

Logged on as: kevin.heaphy

Isagenix - Corporate Back Office

File View Window Help

Find: 8531558

Jay Bennett (kesha1) Reports Jay Bennett (kesha2)

Member Profile Notes Order Genealogy TIN Manager Commissions Logs Isabody Challenge Sponsorship Maintenance Compliance

Order History Create an Order Autoship RMA History Retail Sale History

Display Only: ☒ Regular Orders ☒ Autoship Orders ☒ Returns ☒ Voids ☒ Exchanges ☒ Replacements ☒ Events

Date Range From: 6/11/2015 To: 6/11/2023

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Apply Filter

Order Number	Order Date	Order Type	Status	Total BV	Shipping Method	Total Amount
79726225	04/14/2023	Regular	Order Shipped		No Shipping	US\$49.00
77046042	04/15/2022	Regular	Order Shipped		No Shipping	US\$49.00
77035838	04/14/2022	Regular	Order Shipped		No Shipping	US\$29.00
72419484	04/15/2021	Regular	Order Shipped		No Shipping	US\$49.00
72402581	04/14/2021	Regular	Order Shipped		No Shipping	US\$29.00
67648975	06/17/2020	Regular	Order Shipped		No Shipping	US\$29.00
66658208	04/20/2020	Regular	Order Shipped		No Shipping	US\$49.00
61181793	05/21/2019	Event	Order Shipped		No Shipping	US\$0.00
60274651	04/03/2019	Regular	Order Shipped		No Shipping	US\$49.00
56385992	09/20/2018	Regular	Order Shipped	232	US - Instant Will Call	US\$407.39
52706695	04/02/2018	Regular	Order Shipped		No Shipping	US\$49.00
48500413	09/19/2017	Event	Order Shipped		No Shipping	£0.00
48387575	09/14/2017	Regular	Order Shipped		No Shipping	US\$39.00
47343549	07/31/2017	Autoship	Order Shipped	110	Ground	US\$184.54
46685914	07/01/2017	Autoship	Order Shipped	110	Ground	US\$184.54
45991582	06/01/2017	Autoship	Order Shipped	110	Ground	US\$184.54
45353420	05/02/2017	Autoship	Order Shipped	110	Ground	US\$184.54
44670723	04/02/2017	Autoship	Order Shipped	110	Ground	US\$184.54
43876007	02/27/2017	Regular	Order Shipped	129	Ground	US\$212.26
43470029	02/07/2017	Autoship	Order Shipped	110	Ground	US\$184.53
42978311	01/13/2017	Regular	Order Shipped		No Shipping	US\$16.00
42978145	01/13/2017	Regular	Order Shipped	32	No Shipping	US\$54.72
42956218	01/12/2017	Regular	Order Shipped	34	No Shipping	US\$49.55
42895814	01/09/2017	Regular	Order Shipped		No Shipping	US\$49.00
42866062	01/08/2017	Autoship	Order Shipped	110	Ground	US\$184.53
42299306	12/07/2016	Regular	Order Shipped	158	Ground	US\$263.01
41749436	11/11/2016	Autoship	Order Shipped	110	Ground	US\$184.53
41107320	10/12/2016	Autoship	Order Shipped	101	Ground	US\$162.48
40940079	10/03/2016	Event	Order Shipped		No Shipping	MX\$0.00
40478791	09/13/2016	Regular	Order Shipped		No Shipping	US\$19.00

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Find: 9907890

Jay Bennett (kesha1) Reports Jay Bennett (kesha2) Jay Bennett (kesha3)

Member Profile Notes Order Genealogy TIN Manager Commissions Logs IsaBody Challenge Sponsorship Maintenance Compliance

Order History Create an Order Autoship RMA History Retail Sale History

Order History:

Filter By:

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Date Range From: 6/11/2015 To: 6/11/2023

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Order Number	Order Date	Order Type	Status	Total BV	Shipping Method	Total Amount
1400272122	11/28/2022	Regular	Order Shipped		No Shipping	US\$49.00
78953370	11/30/2022	Return	Return Processed		No Shipping	US\$49.00
78365131	09/05/2022	Regular	Order Shipped		No Shipping	US\$49.00
77654904	06/17/2022	Regular	Order Shipped		No Shipping	US\$29.00
74529167	09/11/2021	Regular	Order Shipped		No Shipping	US\$49.00
73372020	06/17/2021	Regular	Order Shipped		No Shipping	US\$29.00
67742244	06/23/2020	Regular	Order Shipped		No Shipping	US\$0.00
60447245	04/12/2019	Regular	Order Shipped		No Shipping	US\$49.00
57529160	11/14/2018	Regular	Order Shipped		No Shipping	US\$39.00
52292476	03/13/2018	Regular	Order Shipped		No Shipping	US\$49.00
49662933	11/08/2017	Regular	Order Shipped		No Shipping	US\$0.00
47540043	08/08/2017	Regular	Order Shipped	110	No Shipping	US\$157.26
46915684	07/12/2017	Autoship	Order Shipped	112	Ground	US\$207.98
46235479	06/12/2017	Autoship	Order Shipped	112	Ground	US\$207.98
45594632	05/13/2017	Autoship	Order Shipped	112	Ground	US\$207.98
44911394	04/13/2017	Autoship	Order Shipped	112	Ground	US\$207.98
44703142	04/03/2017	Regular	Order Shipped		No Shipping	US\$49.00
44212016	03/13/2017	Autoship	Order Shipped	112	Ground	US\$208.00
43485975	02/07/2017	Regular	Order Shipped	36	Ground - No Charge	US\$60.00
43485954	02/07/2017	Regular	Order Shipped	36	FedEx Home Delivery	US\$71.92
43485927	02/07/2017	Regular	Order Shipped	36	Ground	US\$76.91
43482994	02/07/2017	Regular	Order Shipped		Ground - No Charge	US\$0.00
42996466	01/14/2017	Autoship	Order Shipped	112	Ground	US\$207.97
42429360	12/15/2016	Autoship	Order Shipped	112	Ground	US\$207.97
41835465	11/15/2016	Autoship	Order Shipped	116	Ground	US\$206.78
41744736	11/10/2016	Event	Order Shipped		No Shipping	US\$596.00
41457611	10/27/2016	Event	Order Shipped		No Shipping	US\$0.00
41457605	10/27/2016	Event	Order Shipped		No Shipping	US\$2,980.00

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Find: 11432148

Jay Bennett (kesha1) Reports Jay Bennett (kesha2) Jay Bennett (kesha3) Jay Bennett (kesha4)

Member Profile Notes Order Genealogy TIN Manager Commissions Logs IsaBody Challenge Sponsorship Maintenance Compliance

Order History Create an Order Autoship RMA History Retail Sale History

Order History:

Filter By:

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Date Range From: 6/11/2015 To: 6/11/2023

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Order Number	Order Date	Order Type	Status	Total BV	Shipping Method	Total Amount
1400270784	11/27/2022	Regular	Order Shipped	198	Ground Delivery	US\$318.09
79789631	04/26/2023	Autoship	Order Shipped	105	Ground Delivery	US\$199.15
79656626	04/01/2023	Autoship	Order Shipped	105	Ground Delivery	US\$199.15
79460637	02/27/2023	Autoship	Order Shipped	105	Ground Delivery	US\$190.49
79296222	01/29/2023	Autoship	Order Shipped	105	Ground Delivery	US\$189.59
79119741	12/30/2022	Autoship	Order Shipped	105	Ground Delivery	US\$190.49
78728061	10/28/2022	Autoship	Order Shipped	105	Ground Delivery	US\$189.59
78498403	09/25/2022	Autoship	Order Shipped	126	Ground Delivery	US\$207.06
78286741	08/26/2022	Autoship	Order Shipped	107	Ground Delivery	US\$172.93
78003446	07/24/2022	Autoship	Order Shipped	105	Ground Delivery	US\$179.72
77698589	06/22/2022	Autoship	Order Shipped	108	Ground Delivery	US\$186.21
77625890	06/14/2022	Regular	Order Shipped		No Shipping	US\$49.00
77447127	05/26/2022	Regular	Order Shipped		No Shipping	US\$29.00
77433116	05/25/2022	Autoship	Order Shipped	109	Ground Delivery	US\$175.67
77119085	04/23/2022	Autoship	Order Shipped	106	Ground Delivery	US\$176.71
76765442	03/20/2022	Autoship	Order Shipped	143	Ground Delivery	US\$231.97
76442809	02/17/2022	Regular	Order Shipped	122	Ground Delivery	US\$201.50
76113165	01/19/2022	Autoship	Order Shipped	102	Ground Delivery	US\$167.02
75838313	12/27/2021	Autoship	Order Shipped	102	Ground Delivery	US\$167.02
75472908	11/24/2021	Autoship	Order Shipped	107	Ground Delivery	US\$172.10
75069675	10/22/2021	Autoship	Order Shipped	180	Ground Delivery	US\$289.93
74766936	09/28/2021	Regular	Order Shipped		No Shipping	US\$129.00
74622684	09/18/2021	Regular	Order Shipped	101	Ground Delivery	US\$183.09
74360544	08/29/2021	Autoship	Order Shipped	180	Ground Delivery	US\$289.93
73921885	07/27/2021	Autoship	Order Shipped	101	Ground Delivery	US\$163.46
73538944	06/29/2021	Autoship	Order Shipped	101	Ground Delivery	US\$162.69
73325976	06/14/2021	Regular	Order Shipped		No Shipping	US\$49.00
73284273	06/11/2021	Autoship	Order Shipped	101	Ground Delivery	US\$163.46

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Find: 11445915

Siv Bennett (sivbennett)

Order History

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Date Range From: 6/11/2015 To: 6/11/2023

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Order Number	Order Date	Order Type	Status	Total BV	Shipping Method	Total Amount
1400644544	05/21/2023	Regular	Order Shipped	103	Ground Delivery	US\$192.25
1400473592	03/12/2023	Regular	Order Shipped	110	Ground Delivery	US\$206.29
1400254317	11/21/2022	Regular	Order Shipped	164	Ground Delivery	US\$275.43
1400197303	10/22/2022	Regular	Order Shipped	157	Ground Delivery	US\$268.62
1400103787	09/08/2022	Regular	Order Shipped	291	Ground Delivery	US\$489.75
79832839	05/04/2023	Autoship	Order Shipped	106	Ground Delivery	US\$198.22
79673678	04/04/2023	Autoship	Order Shipped	106	Ground Delivery	US\$198.22
79381875	02/13/2023	Autoship	Order Shipped	192	Ground Delivery	US\$332.47
79214489	01/15/2023	Autoship	Order Shipped	156	Ground Delivery	US\$275.79
79071938	12/22/2022	Autoship	Order Shipped	129	Ground Delivery	US\$230.54
78607605	10/10/2022	Autoship	Order Shipped	129	Ground Delivery	US\$225.45
78232967	08/18/2022	Autoship	Order Shipped	129	Ground Delivery	US\$214.87
77932496	07/16/2022	Autoship	Order Shipped	129	Ground Delivery	US\$215.72
77636328	06/15/2022	Regular	Order Shipped		No Shipping	US\$49.00
77609955	06/13/2022	Autoship	Order Shipped	111	Ground Delivery	US\$178.91
77457212	05/27/2022	Regular	Order Shipped		No Shipping	US\$29.00
77295115	05/10/2022	Regular	Order Shipped	132	Ground Delivery	US\$225.20
77074757	04/19/2022	Autoship	Order Shipped	114	Ground Delivery	US\$183.62
76923586	04/02/2022	Autoship	Order Shipped	147	Ground Delivery	US\$241.42
76594075	03/03/2022	Autoship	Order Shipped	110	Ground Delivery	US\$179.95
76307266	02/04/2022	Replacement	Order Shipped		Ground Delivery	US\$10.72
76234419	01/29/2022	Autoship	Order Shipped	105	Ground Delivery	US\$178.87
75995775	01/08/2022	Regular	Order Shipped	164	Ground Delivery	US\$271.53
75965377	01/06/2022	Autoship	Order Shipped	116	Ground Delivery	US\$196.11
75620971	12/05/2021	Regular	Order Shipped	106	Ground Delivery	US\$172.10
75353208	11/14/2021	Autoship	Order Shipped	101	Ground Delivery	US\$163.46
74975629	10/15/2021	Autoship	Order Shipped	120	Ground Delivery	US\$192.81
74766950	09/28/2021	Regular	Order Shipped		No Shipping	US\$129.00

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