



AMBASSADOR POLICIES
AND PROCEDURES



Table of Contents

Policies and Procedures	2
Code of Ethics.....	3
Section 1: Becoming an Ambassador.....	4
Section 2: Obligations of an Ambassador and Managing an Ambassadorship	5
Section 3: Sponsorship.....	11
Section 4: Sponsor and/or Placement Changes; Transfers Beneficial Interests.....	12
Section 5: Compensation	15
Section 6: Ordering Company Products.....	17
Section 7: Marketing the Product and Opportunity	20
Section 8: Restrictions on Sales	24
Section 9: Customer Service and Product Quality	25
Section 10: Breach of Contract Procedures.....	26
Section 11: Termination.....	30
Section 12: Miscellaneous	31
Section 13: Dispute Resolution.	33
APPENDIX A.....	36

Policies and Procedures

These Policies & Procedures are effective as of the date first displayed above and govern the way a Plexus Ambassador conducts business with the Company, other Ambassadors, and Customers. They replace all previous versions. The governing definitions are capitalized and found in Appendix A. Any interpretation, clarification, exclusion, or exception to these Policies and Procedures, in order to be effective, must be in writing and signed by an authorized officer of the Company. The Company endeavors to enforce the Policies and Procedures on a uniform and nondiscriminatory basis. However, any failure to enforce any of the provisions of the Policies and Procedures with one Ambassador does not waive the Company's right to enforce any such provision(s) with that same Ambassador or any other Ambassador.

These Policies and Procedures, the Compensation Plan, the Statement of Beneficial Interest (if any), the Ambassador Agreement and any country or situation-specific addendum(s) thereto, and any other written agreement between the Ambassador and the Company in their present forms and as amended from time to time at the sole discretion of the Company, are by this reference incorporated into, and form an integral part of, what is collectively referred to as the "Contract." Each Ambassador has the responsibility to read, understand, adhere to the Contract and ensure that he or she is aware of and operating under the most current version of the Contract. When sponsoring a new Ambassador, the Sponsoring Ambassador shall provide the most current version of the Contract to the applicant or direct them where to find this document prior to his or her execution of the Ambassador Agreement. By signing an Ambassador Agreement or accepting Commissions from the Company, an Ambassador demonstrates that he or she has read and understands and consents to abide and be bound by the Contract and any amendments thereto.

The Company may amend any part of the Contract from time to time as laws and business circumstances change. Notice of any amendment will be published by the Company on its website or by email notification. It is the responsibility of all Ambassadors to regularly review the most recently published Contract, located at www.plexusworldwide.com or other Company websites. The Company will also provide a copy of its most current Contract upon the Ambassador's request.

Code of Ethics

Plexus Worldwide, LLC. and its affiliated and subsidiary entities (from time to time hereinafter referred to collectively as the “Company” or “Plexus”), has made a commitment to provide products and services of the finest quality backed with impeccable service. In turn, the Company expects its Independent Ambassadors (from time to time hereinafter referred to as “you” and “your”) to reflect that image in their relationships with Consumers and other Independent Ambassadors. As an Independent Ambassador for Plexus. You are generally free to operate your business as you see fit but it is to our mutual, long-term advantage if you accord to the highest standards of integrity and fair practice in your role as an Independent Ambassador. The Code of Ethics, therefore, states:

As a Plexus Independent Ambassador:

- I will to the best of my ability continually improve the health, wellbeing and prosperity of myself and my Plexus family.
- I will conduct my business in an honest, ethical manner at all times.
- I will make no representations (claims) regarding benefits and savings associated with Company products or services other than those contained in officially approved corporate literature and videos.
- I will provide support, training and encouragement to all Ambassadors (within my group or not) to ensure that their experience with Plexus is a success.
- I will refrain from making false financial claims and exaggerating my personal income.
- I will not abuse the goodwill of my association with the Company to further or promote other business interests (particularly those which may be competitive to the Company).
- I will not make disparaging remarks about the Company, its products, officers, members, managing members, employees and Ambassadors. As well as, other products, services, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow Independent Ambassadors.
- I will abide by all of the Company’s Policies and Procedures as included herein, or as may be amended from time to time.

Any violation of the above Code of Ethics may be subject to disciplinary action up to and including termination of the Ambassadorship.

Section 1: Becoming an Ambassador

- A. Age of Majority.** All Applicants must have reached the age of majority, usually eighteen (18) years of age, in the jurisdiction in which they reside. Any Ambassador found to be in violation at present or at the time of sign up is subject to termination.
- B. Application.** An Applicant is authorized by the Company to exercise Ambassador Rights and operate an Ambassadorship when he or she (i) purchases the Annual Membership/Replicated Website/Web Hosting Fee; (ii) returns to the Company a completed and signed original or electronic (faxed or scanned) Ambassador Agreement or signs through the company's on-line application process; and (iii) the Company accepts the Agreement. (The Ambassador Agreement and other necessary forms are available on the Company's website.)
1. In order to be accepted by the Company, an Ambassador Agreement for the country in which the Applicant resides and any other required document of the Contract must be complete and correct in every respect and submitted by the Ambassador.
 2. Failure of the Ambassador to submit a complete and correct Agreement or to provide appropriate documentation, when requested, may result in the Ambassador Agreement being rejected by the Company. The right to accept or renew any Ambassador Agreement remains solely with the Company for a period of 30 days.
 3. An Ambassador may be required to provide the Company with proof of residency, work authorizations, and ability to legally conduct business in the country stated on the Ambassador Agreement.
- C. Required Purchase.** Unless otherwise prohibited by law, the only purchases required to obtain and maintain an Ambassador are Annual Membership/Replicated Website/Web Hosting Fee. Product purchases are optional.
- D. Business Entities.** If the Applicant wishes to use a Business Entity as their Independent Ambassadorship, the Ambassador Agreement must be of a Person authorized to bind the Business Entity. The Applicant must also submit with the Ambassador Agreement: (i) an Identification Number for the Business Entity (EIN), and (ii) a Statement of Beneficial Interest, which must include the signature and Identification Number or other personal identification number of every Person having a Beneficial Interest in the Business Entity. To verify the form of the Business Entity, Beneficial Interest holders, and authorized signatories, the Company may require, at any time, the Applicant to submit a copy of its articles of organization, articles of incorporation or other charter documentation.
- E. Identification Number.** For tax reporting (where required) and identification purposes (where permitted by law), the Company requires Applicants to provide the Identification Number or other personal identification number. Failure to provide this number may result in rejection of the Application or cancellation of the Ambassadorship.

- F. Inaccurate Information.** If the Company determines that the Ambassador Agreement or the Statement of Beneficial Interest contains inaccurate or false information, it may immediately terminate an Ambassador or declare the Ambassador Agreement null and void from its beginning. Further, it is the obligation of the Ambassador to report to the Company on an ongoing basis any changes, which affect the accuracy of the Contract.
- G. Term.** The Contract is valid for the period of one (1) year from the Date of Sign-up. Each year after that, the Contract may be renewed by payment of Annual Membership Web-Hosting Fee. The Ambassador, on the annual anniversary of the Date of Sign-up, must pay this fee when the Ambassadorship is to be renewed.
1. The Ambassador expressly authorizes the Company to collect the annual renewal fee using payment method saved to their Ambassador account.
 2. An Ambassador will forfeit Ambassador Rights and agrees that his or her position may lose its Downline Organization, and may forfeit the right to participate in the Compensation Plan, if the annual renewal fee is not paid by the renewal date.
- H. Non-Exclusive Territory.** The authorization of an Ambassador to exercise Ambassador Rights and operate an Ambassadorship hereunder does not include a grant of an exclusive franchise or territory to an Ambassador, nor is an Ambassador allowed to make such claims.

Section 2: Obligations of an Ambassador and Managing an Ambassadorship

- A. Compliance.** An Ambassador shall comply at all times with each of the terms and conditions of the Contract, as well as local, state, and country laws.
- B. Independent Contractor.** An Ambassador is an independent contractor and is responsible for his or her own business expenses, decisions, taxes and actions.
1. An Ambassador shall not represent himself or herself as an agent, employee, partner, or joint venture with the Company. An Ambassador shall not make purchases or enter into any transactions or contracts in the Company's name.
 2. An Ambassador's work hours, business expenditures, and business plans are not dictated by the Company. An Ambassador shall make no printed or verbal representations, which state or imply otherwise.
 3. An Ambassador is fully responsible for all of his or her verbal and/or written statements made regarding the Products, services, and the Compensation Plan which are not expressly contained in official Company materials and the Ambassador agrees to indemnify the Company against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the Ambassador that are outside the scope of the Contract. The provisions of this Section survive the termination of the Contract.

- C. Compliance with Laws.** In conducting its Ambassador Business, an Ambassador must comply with all applicable national and local laws, regulations, and ordinances. An Ambassador shall not violate any laws which apply to unfair competition or business practice, including any law that prohibits the advertising, offer to sell, or sale of Products at less than the Wholesale price of the Products.
- D. Offerings.** An Ambassador may not offer or promote any non-Company plans, incentives, opportunities, non-approved Sales Tools, or Non-Plexus Products in conjunction with the promotion of Plexus Products. Only Companywide offers may be advertised.
- E. Promotion of Competing Products.** An Ambassador is prohibited during the term of the Contract from promoting or selling in any Authorized Country any non-Company brand ingestible or topical products, which have the same core intellectual properties as the company.
- F. Retail Sales.** Achieving success as an Ambassador requires time, effort and commitment. There are no guarantees of Commissions, only rewards based upon productivity. A successful Ambassador Business requires regular and repeated Retail Sales of Products by an Ambassador. Retail Sales by an Ambassador's Downline Organization also contributes to the success of an Ambassador Business. An Ambassador is required to keep records of all Retail Sales for a period of [three] years and the Company randomly monitors compliance with Retail Sales requirements of the Company. Each Product purchased by non-Ambassador or Customers is automatically counted on a monthly basis towards qualification requirements.
- G. Negative Statements.** An Ambassador will make no disparaging, misleading, inaccurate, or unfair statements, representations, claims, or comparisons with regard to:
1. The Company, its Products, its commercial activities, or its Ambassadors; or
 2. Other companies, including competitors, their services, products or commercial activities.
- H. Unethical Activity.** An Ambassador must be ethical and professional at all times when conducting Ambassador Business. An Ambassador will not, nor will the Ambassador permit Ambassador in his or her Downline Organization to engage in unethical activity. Examples of unethical activities include, but are not limited to, the following:
1. Causing Product sales in Retail Establishments or on Unauthorized Websites;
 2. Use of another Ambassador or Customer's credit card without express written permission;
 3. Unauthorized use of any Company Confidential Information;
 4. Cross-Company Recruiting (including aiding and abetting another to Cross-Company Recruit);

5. Cross-line Recruiting (including aiding and abetting another to Cross-line Recruit);
6. Writing checks without sufficient funds;
7. Making unapproved claims about the Product;
8. Making income claims about the Ambassador Business, which is not compliant with the provisions of the Policies and Procedures;
9. Making false statements or misrepresentation of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of Products;
10. Personal conduct that discredits the Company and/or its Ambassador;
11. Violating the laws and regulations pertaining to the Ambassador Business;
12. Failing to meet Sponsor responsibilities;
13. Violating the Code of Ethics; or
14. Violating the Contract.

I. Cross-line Recruiting. The Ambassador is prohibited from engaging in Cross-line Recruiting.

J. Cross-Company Recruiting.

1. An Ambassador is prohibited, during the term of the Contract and for a period one (1) year following the date of termination of the Contract, from Recruiting an Ambassador to sell or purchase products or services other than those offered by Plexus. The Ambassador stipulates and agrees that Recruiting constitutes an unreasonable and unwarranted interference with the contractual relationship between the Company and its Ambassadors, conversion of the Company's property, and misappropriation of the Company's trade secrets. The Ambassador further stipulates and agrees that any violation of this rule will inflict immediate and irreparable harm on the Company, and that the Company shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract.
2. The Ambassador agrees that appearing in, being referenced in, or allowing the Ambassador's name or likeness to be featured or referenced in any promotional, recruiting

or solicitation materials for another direct selling company constitutes Cross-Company Recruiting.

- K. Resolving Disputes.** An Ambassador must conduct all activity in the best interests of the Company. Sponsors shall use their best efforts to resolve disputes in their Downline Organizations. Any personal disputes between Ambassadors must be resolved quickly, privately, and in the best interests of the Company.
- L. No Claims of Unique Relationship.** An Ambassador may not allege or imply that he or she has a unique relationship with, advantage with, or access to the Company executives or employees.
- M. Detrimental Conduct.** If any conduct by an Ambassador or any participant in the Ambassadorship is determined by the Company to be injurious, disruptive, or harmful to the Company or to other Ambassadors, the Company may take appropriate action against an Ambassador and the Ambassadorship as set forth in Section 8.
- N. No Reliance.** An Ambassador may not rely on the Company to provide legal, tax, financial, or other professional advice, nor may it rely on any such advice if given.
- O. Service Charges.** The Company provides numerous services to its Ambassadors without charge. However, Ambassadors occasionally make requests that require special time and effort to fulfill. Requests in this category would include copies of receipts, paperwork, in-depth Commission information that must be calculated or extracted, research, banking instructions, stop-payment requests, etc. These and other special requests are available to the Ambassador for a cost of fifty dollars (\$50 USD or equivalent local currency) per hour, plus actual costs, with a minimum charge of fifty dollars (\$50 USD or equivalent local currency) per request. Costs would include banking fees, photocopy expenses, professional fees, etc. A monthly service and processing fee will be charged for commission payments.
- P. Insurance.** Since laws differ according to jurisdiction, the Company encourages its Ambassadors to consult with an attorney regarding the extent of their personal legal liability with respect to their independent businesses.
- Q. Confidentiality.** Upon signing an Ambassador Agreement, the Ambassador agrees to maintain confidentiality regarding Confidential Information and any other trade secrets and proprietary information or sales methods. This confidentiality obligation is irrevocable and permanent, remains after termination of the Contract, and is subject to legal enforcement by injunction and award of costs and fees necessarily incurred. All Confidential Information is transmitted to, or allowed to be gathered by, Ambassadors in strictest confidence on a need-to-know basis for use solely in the Ambassador Business. Ambassadors must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly or indirectly. Ambassadors must not use the Confidential Information or any information derived there from to compete with the Company or for any purpose other than for promoting the Company's program and its products and services. The Ambassador maintains no ownership interest in any Confidential Information or any information derived there from, including contact

and profile information of Downline Organizations, or other Ambassador contact information gathered in connection with the Ambassador's Business, and may not sell, disseminate, or provide it to any other party. The Ambassador acknowledges and agrees that the Confidential Information received by the Ambassador relating to the profiles and reports of Downline Organizations or other Ambassador.

Information gathered in connection with the Ambassador Business, including any information derived there from, constitutes the Company's trade secrets.

- R. Privacy of Ambassador Information.** All information provided by an Applicant on an Ambassador Agreement will be used solely for the purposes of evaluating the Ambassador Agreement and for related activities of the Ambassador. An Ambassador authorizes the Company to disclose its contact information to the Ambassador's Upline, and to the Ambassador's Downline Organization three (3) levels below or to those Ambassadors for whom the Ambassador is the closest Upline "Emerald" (as defined in the Compensation Plan). The contact information may be used only for the Ambassador Business.
- S. Use of Confidential Information.** The Ambassador may acquire Confidential Information during the term hereof, for example, from the sale of Ambassador Tools or merchandise to the Company's Ambassador, including those who are crossline to the Ambassador. Accordingly, regardless of the source of the Confidential Information, the Ambassador understands and agrees:
1. The Confidential Information is for the exclusive and limited use of the Ambassador to facilitate the training, support and servicing of the Ambassador's Downline Organization for furtherance of the Ambassador Business only;
 2. He or she will not disclose the Confidential Information to a third party directly or indirectly (including other Ambassadors) and that doing so constitutes misuse, misappropriation, and a violation of the Contract
 3. The information is of such character as to render it unique and that disclosure of it will cause irreparable damage to the Company; the Company is therefore entitled to immediate, temporary, preliminary, and permanent injunctive relief, in addition to all other remedies available in law or equity, to prevent or compensate for any violation of this policy;
 4. He or she will not use the information to compete with the Company directly or indirectly and improper use will result in termination of the Contract
 5. He or she may be required to sign a non-disclosure agreement before receiving Confidential Information from the Company, or prior to engaging in activities that would allow the Ambassador to acquire Confidential Information; and
 6. Upon expiration, non-renewal or termination of the Contract, he or she will discontinue

the use of such Confidential Information and destroy or promptly return to the Company all Confidential Information under the control of or in his or her possession.

T. Notification of Adverse Action. An Ambassador shall immediately notify the Company's Legal department in writing of any potential or actual legal claims from third parties against the Ambassador arising from, or associated with, the Ambassador Business or the Downline Organization that may adversely affect the Company. After notifying the Ambassador, the Company may take any action necessary to protect itself, including controlling any litigation or settlement of the legal claims. If the Company takes action in the matter, the Ambassador shall not interfere or participate in the matter.

U. Release for Use of Photo, Audio, or Video Image, and/or Testimonial Endorsement.

1. The Company may take photos, audio or video recordings, or written or verbal statements of an Ambassador at Company events or may request the same directly from an Ambassador. The Ambassador agrees to and hereby grants the Company the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts the Ambassador may have with any other entity, the Ambassador agrees that any use by the Company as set forth in this Section shall be royalty free, is a work made for hire, and is not subject to any other claim. The Ambassador agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted herein. The Ambassador confirms that the information he or she may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of his or her knowledge. The Ambassador waives any right he or she may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter, which may be used in connection with it or any use that may be made of it.
2. The Ambassador agrees that photos, audio or video recordings taken by the Ambassador or any third party at the Company's events or activities may not be used by the Ambassador or any third parties to promote the business unless it has first been approved by the company.

V. Conducting the Ambassador Business Internationally. An Ambassador has the right to operate in any Authorized Country where the Ambassador may lawfully conduct the Ambassador Business. It is an Ambassador's responsibility to comply with all national and local laws, ordinances, and regulations when conducting Ambassador Business in any Authorized Country.

1. The Company may specify certain countries subject to a Pre-Launch Period in which

Ambassadors may also conduct the Ambassador Business. The Company may formally announce a Pre-Launch Period at least thirty (30) days prior to the official opening.

2. An Ambassador has no authority to and shall not conduct the Ambassador Business (except as permitted herein), nor introduce or establish the Company's business or Product in a non- Authorized Country or any country that is not the subject of a Pre-Launch Period announcement from the Company. This includes, but is not limited to: any attempts to secure approval for Products or business practices; register or reserve the Company names, trademarks, trade names, or Internet domain names; or establish any kind of business or governmental contact on behalf of the Company.
3. Prior to an announced Pre-Launch Period, Ambassador Business in an unopened country is limited strictly to the following: An Ambassador may only hand out business cards and participate in small meetings not exceeding eight (8) total persons personally acquainted with the Ambassador or the Ambassador's contacts.

Section 3: Sponsorship

- A. Sponsoring.** To act as a Sponsor, an Ambassador must meet all requirements and accept all responsibilities as outlined in the Contract. A Sponsor may refer persons wishing to become Ambassadors as Applicants to the Company. Only Applicants residing in Authorized Countries or in those countries subject to a Pre-Launch Period may be sponsored.
- B. Placement.** Once the Company accepts an Applicant's Ambassador Agreement, the new Ambassador is placed in the Sponsor's Downline Organization. A Sponsor's new Ambassador will be placed on his or her Frontline. Once placement has occurred an Ambassador will remain in that position for the duration of this Contract.
- C. Training and Support.** A Sponsor shall:
 1. Make reasonable efforts to ensure that all Ambassadors in his or her Downline Organization understand the terms and conditions of the Contract and all applicable national and local laws.
 2. Provide regular training and support in the development of his or her Downline Organization's business and the sale of Products.
 3. Provide education and instruction so that Product sales and opportunity meetings conducted by Ambassadors in his or her Downline Organization are conducted in accordance with the Contract, and with any applicable national and local laws.
 4. Give guidance and encouragement to Ambassadors in his or her Downline Organization.
 5. Make commercially reasonable efforts to privately settle any disputes arising in his or her Downline Organization.

6. Failure to provide or make an effort to provide training to your first level Ambassador may result in that Ambassador being moved to a supportive Ambassador, at the Company's sole discretion.

Section 4: Sponsor and/or Placement Changes; Transfers Beneficial Interests

- A. Sponsor and/or Placement Changes.** Because of the need to maintain the integrity of Downline Organizations, a Sponsor and/or Placement change may not be feasible and generally will not be allowed; therefore, the Company has complete discretion to allow or disallow any proposed change.
- B. Sale or Transfer of an Ambassadorship.** An Ambassadorship sale, assignment or transfer occurs when an Ambassador sells, assigns or transfers ownership or control of an Ambassadorship to another Person. (If a member, director, manager, shareholder, partner, executive or similar position or title sells, assigns, or transfers a controlling or majority interest in a Business Entity Ambassadorship, which has a Beneficial Interest in an Ambassadorship, such sale, assignment or transfer, is subject to these provisions herein). The Company reserves the right, in its sole discretion, to approve or disapprove any proposed sale, assignment or transfer of an Ambassadorship. The sale, assignment or transfer of an Ambassadorship may only occur if, at the time of the sale, assignment or transfer, the Ambassadorship is in good standing pursuant to the terms of Section 9 herein. In any sale, assignment or transfer, the transferee Ambassador will retain the same Downline Organization and the same Rank/Title held before the approved transfer. An Ambassadorship may be assigned or transferred without consideration (e.g. as a gift) subject to the Company's prior written approval. First consideration of any transfer or sale will be the effect on Ambassadors and the Company. Any sale, assignment or transfer of an Ambassadorship is subject to the conditions of this Section.
- C. Right of First Refusal.** Ambassadorship transfers are subject to a Right of First Refusal ("RFR") to the Company, followed by a RFR to the Qualified Direct Upline.
1. If an Ambassador receives a Bona Fide Offer to purchase his or her Ambassadorship, the Ambassador shall first offer to sell such Ambassadorship to the Company on the same terms and conditions contained in the Offer. The Ambassador shall deliver the Offer in writing to the Company, and the Company shall have fifteen (15) business days in which to accept the offer. Evidence of a legitimate offer may include, but is not limited to, cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such Ambassadorship.
 2. If the Company fails to exercise its RFR within the fifteen (15) day time period, the Ambassador shall extend the same offer to its Qualified Direct Upline on the same terms and conditions as those contained in the Offer. The Company shall convey the Offer by providing written notice of the same to the Ambassador's Qualified Direct Upline. The Qualified Direct Upline shall have ten (10) business days in which to accept or reject such offer. If the Qualified Direct Upline accepts the offer, he or she must provide written notice

to the Company upon acceptance.

3. If the Qualified Direct Upline fails to exercise his or her RFR within the time allotted, the Ambassador may transfer the Ambassadorship to the third party according to the same terms and conditions contained in the Offer, provided, however, that the Ambassador complies with all other transferring procedures contained in this Section and as may be established from time to time by the Company.
4. The RFR shall apply to each new Offer received by the Ambassador.
5. The following circumstances are not subject to the RFR requirements in Section 4; however, each instance requires that an amended Ambassador Agreement and Statement of Beneficial Interest be filed with the Company.
 - a. When the name of a Person who has a Beneficial Interest in the Ambassadorship is added to the Ambassador Agreement (e.g., a wife adding her husband).
 - b. When the name of a Person who no longer has a Beneficial Interest in the Ambassadorship is removed from the Ambassador Agreement (e.g., a minority member who is removed from a company; or a shareholder, not holding a controlling interest, sells his or her interest in a company.)
 - c. When the Ambassador is an individual and is transferring his or her ownership rights to a legal entity in which only that Ambassador has a Beneficial Interest (e.g., a husband and wife form a limited liability company to operate their Ambassadorship and are the only members/ managers).

D. Limitations on Sales and Transfers.

1. An existing Ambassador may not purchase another Ambassador's position.
2. An Ambassador who sells or transfers his or her Ambassadorship may not reapply to become an Ambassador under another Sponsor for a period of not less than six (6) months after the Company has approved the sale.
3. Should an Ambassador transfer his or her Ambassadorship to the Qualified Direct Upline, the Qualified Direct Upline may merge the Ambassadorship into his or her existing Ambassadorship or hold the Ambassadorship for up to six (6) months to find and transfer the Ambassadorship to a new buyer. Failure to transfer the Ambassadorship within the time limit will result in the Ambassadorship being merged into the Qualified Direct Upline's Ambassadorship in accordance with the Ambassadorship transfer procedures.
4. If an Ambassador sells or transfers his or her Ambassadorship and, within one year of the date of sale, he or she signs-up, joins or begins work for another direct selling, network marketing or multi- level marketing company, such action shall be considered a breach of

the Contract and the Company reserves the right to terminate such transferred Ambassadorship pursuant to the termination provisions under the Contract. This provision shall survive the termination of the Contract.

5. All sales or transfers of Ambassadorships below the Ruby Rank may, at the Company's sole discretion, be subject to a non-competition obligation between the selling or transferring Ambassador and the Company, of up to six (6) months, pursuant to the terms of sale or transfer documentation provided by the Company. All sales or transfers of Ambassador Ruby Rank or higher shall be subject to a non-competition obligation between the selling or transferring Ambassador, the purchasing Ambassador, and the Company, of not less than one (1) year, pursuant to the terms of sale or transfer documentation provided by the Company at that time.

E. Process. Additional processing requirements include:

1. The selling/transferring Ambassador must either provide or have on file a current and accurate Ambassador Agreement and Statement of Beneficial Interest for all Business Entities requesting the transfer.
2. Specific documentation available by request from the Company must be submitted in order to process a sale or transfer of Ambassadorship.
3. An application for a sale or transfer must be received by the Compliance Department at the Company by the 15th day of a month in order for the change to be effective for the given month.
4. Any requests received after the 15th will be processed for the following month.
5. A one hundred dollar (\$100 USD or equivalent local currency) fee will be assessed per each request.

F. Interpretation. The interpretation of these Policies & Procedures pertaining to the sale, assignment or transfer of an Ambassadorship will be made in a manner that considers and serves the best interests of the Company and its Ambassadors. The Company reserves the right to reject any transferee or buyer.

G. Restrictions Against Multiple Beneficial Interests.

1. An Ambassador is prohibited from having a Beneficial Interest in more than one Ambassadorship.
2. If a Person with a Beneficial Interest in an existing Ambassadorship wishes to become an Ambassador under another Sponsor, the Person must first terminate the Beneficial Interest in the existing Ambassadorship and wait six (6) months before applying to be an Ambassador.

3. The Company's restrictions against multiple Beneficial Interests ensures that (i) all efforts by an Ambassador to build his or her Ambassador Business are focused on a single Ambassadorship and not diluted through the demands of multiple Ambassadorships; and (ii) the Upline receives the full benefit of the Ambassador's efforts. In determining whether or not an Ambassador has a Beneficial Interest, the Company considers the meaning of the term as set forth in the definition in Appendix A as well as the intent of such restriction.

H. Effects of Marriage, Divorce and Death on the Ambassadorship.

1. **Marriage.** A spouse is deemed to have Beneficial Interest in an Ambassadorship and all the omissions of the spouse shall be imputed to the Ambassador. If two Ambassadors marry, they may keep their Ambassadorships separate. However, all other conditions of the Beneficial Interest rules of the Contract apply to both Ambassadorships.
2. **Death and Inheritance.** In the case of an Ambassador's death, the Contract will be assigned to the legal successor to the Ambassadorship (who can properly qualify according to the Contract) in accordance with applicable laws. The Company requires certified copies of the death certificate (or a doctor's statement) and a certified will, court order, or other appropriate legal documentation. Successors in interest must submit an amended Ambassador Agreement. Upon notice of demise, the Company reserves the right to make payments to the estate of the deceased Ambassador. If the legal successor wishes to terminate the account, a written, signed statement of request to terminate must be submitted along with appropriate legal proof of death. If the legal successor to the Ambassadorship is already an existing Ambassador, the Contract will be assigned to the existing Ambassador and the Company will allow the multiple Beneficial Interest through inheritance; provided, however, that the existing Ambassador does not already own another Ambassadorship through inheritance. If the existing Ambassador already owns another Ambassadorship through inheritance, the Company will allow the multiple Beneficial Interest through inheritance for up to six (6) months, by which time the existing Ambassador must have sold or otherwise transferred the existing or one of the inherited Ambassadorships.

Section 5: Compensation

- A. Earnings Through Sales.** Commissions are paid to Ambassadors who qualify pursuant to the Compensation Plan and who are in compliance with the Contract. As the success of any Ambassador depends largely on the personal efforts of that Ambassador, the Company does not guarantee any level of profit or success, nor does it guarantee an Ambassador a specific income. An Ambassador does not receive compensation for sponsoring or recruiting other Ambassadors. The only way to earn Commissions is through the sale of Products, rewards are based on these sales.
- B. Payment.** The Company will pay Commissions to Qualified Ambassadors on Product orders that have been received before the end of the Commission period; (ii) fully paid; and (iii) the sale is

completed.

1. Commissions are paid in the name of the Business Entity listed on the Ambassador Agreement. When no Business Entity is listed, Commissions are paid to the personal name of the first Person listed on the Ambassador Agreement.
 2. Commissions are paid monthly on or before the 20th day of each month. All non-online Product orders must be received by the Company before 11:59 p.m. Eastern Standard Time on the last business day of the month to be included in that month's Commission calculation. Online Product orders must be received by the Company before 11:59 p.m. Eastern Standard Time on the last day of the month to be included in that month's Commission calculation.
 3. Business Building Bonuses are paid on the Friday following the end of the weekly qualifying period. For an order to be included in a weekly qualifying period, it must be placed between midnight (12:00 a.m.) Sunday morning and 11:59 p.m. Eastern Standard Time the following Saturday evening.
 4. If an Ambassador believes that there is an error in the computation of Commissions and/or program qualifications, the error must promptly be brought to the attention of the Company. If such problems are not presented to the Company in writing within Thirty (30) days after the end of the relevant Commission period, the Ambassador waives all recourse with respect to such alleged error.
- C. Reissued Checks.** In the event that a Commission check must be reissued to an Ambassador, the Company will charge the Ambassador a fee of twenty-five dollars (\$25 USD or equivalent local currency). If a check must be reissued because of the Company's error, no additional charge will be applied.
- D. Minimum Payment Amount.** The minimum amount for payment of commission and bonus is one dollar (\$1 USD or equivalent local currency). Commissions and/or bonuses in an amount less than one dollar (\$1 USD or equivalent local currency) for a pay period will accumulate until they equal or exceed one dollar (\$1 USD or equivalent local currency).
- E. Returned or Unpaid Payments.** The Company makes every effort to ensure that an Ambassador receives its commission payments. However, if a commission payment is unpaid due to insufficient information or other reasons beyond the control of the Company, the payment will be held for the benefit of the Ambassador for 180 days. Once the 180 day time period has passed, the check shall be voided and the Ambassador may also be charged a one-time cancellation/stop payment fee of up to twenty-five dollars (\$25 USD or equivalent local currency).
- F. No Manipulation.** Manipulation of the Compensation Plan is not permitted and may result in disciplinary action. Manipulation of the Compensation Plan includes, but is not limited to, an Ambassador purchasing to qualify for various Ranks or Commissions, large quantities of Product that are not sold through the direct marketing channel, placing orders in his/her Downline

Organization, and any other actions that may violate state, federal or foreign anti-pyramid scheme laws. Creating Ambassador positions for the sole intent of qualification or manipulation of the compensation plan is prohibited. Such manipulations may, in the discretion of the Company, result in the suspension of Commissions and termination of the Ambassadorship.

- G. Deductions and Offsets.** The Ambassador authorizes the Company to deduct fees from its Commissions as deemed appropriate in accordance with Section 6 herein or any other term or condition of the Contract. Any fees will be assessed at the sole discretion of the Company.

Section 6: Ordering Company Products

- A. Inventory.** As the Company imposes no specific minimum inventory requirement on its Ambassadors, an Ambassador must use its own judgment to determine the amount of inventory it will need to sustain its projected Retail Sales and personal use.

- B. Ordering.** Products can be ordered by telephone, mail, facsimile, through www.plexusworldwide.com, or by direct request at the Company's Will Call locations.

1. Faxed, mailed, or personally delivered orders must be submitted using a current Ambassador price list and a fully completed order form. The prices of the Company's Products are subject to change at the discretion of the Company.
2. Payment must be the exact amount of the order and may be made by those methods presently available (cashier's check, money order, credit card, cash, direct debit).
3. Orders must be paid in full prior to pick-up or shipping. All shipping and handling costs are based on delivery location and the amount of Products ordered.
4. Unauthorized use of another Person's credit card is prohibited.
5. An order placed over the phone is not deemed made to the Company until the Company customer service agent provides the Ambassador or Customer an order number.
6. The Company reserves the right to reject any order for any reason.

- C. Will Call.** Where Will Call service is available, an Ambassador may pick up the order at the will call location.

- D. Back Orders.** If the Company is temporarily out of stock on ordered Product, an Ambassador will receive a "back order" notice with his or her shipment. Back orders are filled first as new inventory arrives. Volume on back orders is credited to the month in which the Company received payment for the original order.

- E. Electronic Funds Transfer (EFT).** This method of payment may be an option for the purchase of Products and payment of Commissions to Ambassadors in certain Authorized Countries. When an

Ambassador sets up an EFT method to purchase Products or receive Commissions, he or she is authorizing the Company to electronically debit or credit his or her bank account on a recurring basis for the amount of any designated purchase or payment, subject to the laws of the Authorized Country where the Ambassador resides.

1. In order to establish EFT as a purchase or payment method, an eligible Ambassador must submit the required forms to a Company customer service representative or through their Ambassador back office.
2. An Ambassador's use of a bank account belonging to another person for EFT purchases requires written, notarized authorization by the owner of the account. Failure to obtain proper authorization constitutes a breach of Contract.

F. Payment Default. Any payment that is not supported by sufficient funds or that is returned uncollected constitutes a breach of the Contract. The Company will assess a handling fee of twenty-five dollars (\$25 USD or equivalent local currency) for all payments lacking sufficient funds. The Company reserves the right to restrict an Ambassador's payment method.

1. When there are not sufficient funds, the Ambassador is responsible for all bank charges plus the Company's handling fee. In the case of the EFT method, the Ambassador understands that when the Company's first attempt to receive an EFT payment is unsuccessful, the bank may make a second attempt within three (3) days. The Ambassador's bank may charge an insufficient funds fee for each unsuccessful attempt. If there are insufficient funds, the Company will put a hold on the Product or cancel the shipment. If the Product has already been shipped, the Ambassador will be expected to use an alternate means of payment for the Product. If payment is not received within a reasonable amount of time, the Company may proceed with collection measures, stop the future shipment of orders, and take any other recovery steps available to it under the Contract, including withholding Commissions.
2. Any uncollected amount may be deducted from the Ambassador's present or future Commissions.
3. The Ambassador understands that all Persons listed on the Ambassador Agreement, or any Person having a Beneficial Interest in the Ambassadorship, will be held jointly and severally liable for the outstanding amount for unpaid Product and fees. It is expressly understood by the Ambassador that this joint and several liability supersedes any limitations of liability otherwise available to the Ambassadorship or its Beneficial Interest holders.

G. Seventy Percent (70%) Rule. An Ambassador certifies with each new Product order that he or she has sold or consumed at least 70% of all Product purchased in prior orders. Each Ambassador that receives Commissions and orders additional Product agrees to retain documentation that demonstrates compliance with this policy, including evidence of Retail Sales. An Ambassador agrees to make this documentation available to the Company at the Company's request. Failure to comply with this requirement or falsely representing the amount of product sold or consumed in

order to advance in the Compensation Plan constitute a breach of the Contract and is grounds for termination. Furthermore, a breach of this requirement entitles the Company to recover any Commissions paid to the Ambassador for any period of time during which such documentation is not maintained or for which this provision has been breached.

- H. Sales Tax, GST, VAT.** U.S. Sales tax is collected on the Product’s sales in all states that have sales tax. Shipping and handling is calculated using the applicable rates for the location of where the product is shipped. The Company will collect and remit sales tax to the proper taxing authority following collection. The Company may, in its sole discretion, accept “Sales and Use Tax Exemption Certificate” or equivalent document to the Company. If occupied by the Company, the collection of sales tax will be the responsibility of the Ambassador. Seeking the advice of a tax professional is recommended to determine tax issues for each Ambassador and their business. It is the responsibility of the Ambassador to provide an updated copy of its certification for exemption from sales tax each year.
- I. Product Inspection and Acceptance.** Ambassadors must inspect Product upon delivery. If the Product is damaged in shipment, incorrectly sent due to a Company error, or otherwise of substandard quality, the Company will exchange the Product, provided you notify the Company within five business days of receipt of the order. The Company will issue a return label for the Product and immediately send a replacement order. The Company will inspect the Product upon receipt. If an exchange is not feasible, the Company will refund the amount of the returned Product. Failure to notify the Company within five business days of nonconforming Product will be deemed acceptance of the Product delivered.
- J. Returns, Refunds, and Exchanges.**
1. **Plexus 60-Day Money Back Guarantee for Retail Customers and Preferred Customers:** : If a Retail or Preferred Customer is unsatisfied with a product purchased directly from Plexus , the Customer may return the product for a full refund of the purchase price within 60 days of the date of purchase. To obtain a refund, the Customer must contact the Ambassador Relations Center for authorization and additional instructions on the refund procedure. Because this return policy was created, in part, to allow Retail and Preferred Customers to try Plexus products, Plexus will only honor one refund request per product from any Customer, except where a product is received in a damaged or defective condition.
 2. **Ambassador Return Policy:** If you are unsatisfied with a product purchased from Plexus, you may return the product for a full refund upon notifying the Ambassador Relations Center within 60 days from the date of your purchase. An agent will assist you with the proper procedures in order to process your refund. Keep in mind that the return policy was created, in part, to allow Ambassadors to try Plexus products. Therefore, Ambassadors are limited to one refund request per product, except where a product is received in a damaged or defective condition. Any advancements in the Plexus Compensation Plan, bonuses or awards achieved as a result of these purchases will be reversed and the amount(s) deducted from the Ambassador’s refund.

3. Direct Customer Transaction Return Policy: Ambassadors are required to honor the Plexus 60-Day Money Back Guarantee available to all Customers who purchase the Product at issue through an authorized channel. If a Customer is unsatisfied with a Product purchased directly from you, the Customer may return the Product to you within 60 days of purchase for a replacement or refund. To process a Customer return, you must collect the unused product and/or original packaging, Customer's full name, phone number, and email address (the "Customer Contact Information"), and contact customer service at cs@plexusworldwide.com or (480) 998-3490 for authorization and further instructions on the refund/replacement procedures. Plexus will issue replacement Product for the Product returned. All shipping or courier costs for the return of Product will be borne solely by the Ambassador unless otherwise prohibited by law. Keep in mind that the return policy was created, in part, to allow Customers to try Plexus products. Therefore, Customers are limited to one refund request per product, except where a product is received in a damaged or defective condition.
4. Effect of Returns and Refunds on Ambassador Commissions: Any Commissions paid to the Ambassador and his or her Upline for the Product returned by an Ambassador or Customer may be debited from the respective Upline Ambassador's account or withheld from present or future Commission payments. An Ambassador agrees that he or she will not rely on existing Downline Organization Volume at the close of a Commissions period, as returns may cause changes to his or her Title, Rank and/or Commissions payout.

Section 7: Marketing the Product and Opportunity

- A. **Use of Sales Tools.** An Ambassador may use only Sales Tools approved by the Company for an Authorized Country or a country subject to an announced Pre-Launch Period.
- B. **Approval of Sales Tools.** An Ambassador must submit all Sales Tools to the Company Compliance Department for approval prior to use. The Company has complete discretion whether to approve or reject a proposed Sales Tool. The approval process generally requires a minimum of three (3) weeks to complete. To comply with changing laws and regulations, the Company may rescind its prior approval of a Sales Tool, and may require the Ambassador to remove from the market at its own cost and obligation a previously approved Sales Tool. If approved, the Company will issue to the Ambassador:
 1. A unique Sales Tool approval number and logo, and
 2. A written authorization from the Company specifically stating that the Sales Tool may be distributed.
- C. **Product Claims.** The only claims and representations Ambassador may make regarding Products are those found in the literature distributed by the Company, or claims found on Official Company Websites. Any third-party material used for Ambassador Business must comply with all federal and local laws and regulations. An Ambassador may not make any express or implied health or medical claims of any kind relating to any Product except for those claims, if any, that are

published in Company literature approved for the country in which the claims are presented. Under no circumstances may an Ambassador prescribe any Product as suitable for a particular ailment. No claims may be made as to therapeutic or curative properties of any Product offered by the Company.

- D. No Endorsement Claims.** No Ambassador may imply that the promotion, operation, or organization of the Company has been approved, sanctioned, or endorsed by any governmental regulatory authority. No Ambassador should claim or imply that any Product is approved by any governmental agency.
- E. Income Claims Prohibition.** An Ambassador is prohibited from making false, misleading, or unrepresentative claims regarding earning potential. If an Ambassador does make an income claim, it must be based on actual earnings, and must contain the required disclaimer as follows: “Plexus makes no guarantees on income, as such representations may be misleading. Your success depends on your effort, commitment, skill and leadership abilities, and how effectively you exercise those qualities. Please see the Plexus Annual Income Disclosure Statement.”
- F. Use of Trademarks and Copyrights.**
1. Ambassadors may not use any of the Company’s current or after acquired trademarks or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake, or deception as to the source of the Products or services advertised.
 2. Except as indicated herein, an Ambassador may not use the Company’s trademarks or any confusingly similar variation of its trademark, in a business name, e-mail address, Internet domain name or sub-domain name, URL, telephone number, or in any other address or title.
 3. The Ambassador agrees to immediately re-assign to the Company any registration of the Company names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy. The provisions of this Section survive the termination of the Contract.
 4. Ambassadors may not use the Company’s trademarks on non-approved Sales Tools.
 5. The Company, in its sole discretion, will determine whether a variation of its trademark is confusingly similar.
 6. Ambassadors shall not use the Company’s marks in countries where the use of such marks is prohibited.
 7. An Ambassador must not use the name, logos, trademarks or other references to the Company’s Business or Manufacturing Partners in any Sales Tool, correspondence, or any form of advertising.

8. The Company's literature and media are copyrighted by the Company and may not be duplicated.

G. Use of "Independent Ambassador" in Advertising. If an Ambassador selects a business title, the title must clearly state that the Ambassador is a "Plexus Independent Ambassador." An Ambassador's title may not imply that the Ambassador is an employee or agent of the Company. Each time the Company's logo or name is used in writing and in relation to the Ambassador, the Ambassador must identify itself as a "Plexus Independent Ambassador." Any advertisement may not include pricing other than the suggested retail price.

H. Methods of Advertising. Ambassadors may advertise using the following means:

1. Newspaper: An Ambassador may place a generic business opportunity advertisement in the classified section of a local newspaper, provided the advertisement conforms to all applicable laws and regulations.
2. Phone Directory: Any Ambassador may place a text listing of its name in the white or yellow pages of a telephone directory followed by "Plexus Independent Ambassador." Graphical and display ads in telephone directories are prohibited.
3. Electronic Mail, Telephone, and Facsimile Advertisements: All advertisements sent via e-mail, telephone, or facsimile must comply with all anti-spamming and related laws for the state or country where the intended recipient resides. The Ambassador is under obligation to research and comply with all laws concerning unsolicited commercial e-mail.
4. Television and Radio: Television and radio advertising requires prior written approval from the Company's Marketing, Public Relations, and Compliance departments. Requests should be submitted through the Compliance department.
5. Celebrity Endorsement: An Ambassador may use a celebrity endorsement with written approval from the Company and the specific, prior, written approval of the endorsing celebrity for each use of the celebrity's name.
6. Fairs, Swap Meets, Etc.: An Ambassador may sell or promote Products at bazaars, flea markets, fairs, swap meets, tradeshow or other similar gatherings. You may only attend the same or similarly located event four times in a twelve month period. A product discount of 10% may be applied at such events, but it must be declared a "Show Special".
7. Internet Advertising:
 - a. *Company Replicated Websites*: Subject to the provisions herein, Ambassadors may use only a Company Licensed Website to promote Products or the business opportunity over the Internet. If an Ambassador desires to utilize an Internet web page to promote his or her business, he or she may do so through the Company's replicated website

program, using official Company templates. This program permits Independent Ambassadors to advertise on the Internet and to choose from among a variety of home page designs that can be personalized with the Ambassador's message and the Ambassador's contact information. These websites seamlessly link directly to the official Company website giving the Ambassador a professional and Company-approved presence on the Internet. No Ambassador may independently design a web site that uses the name, logos, or product descriptions of the Company or otherwise promotes (directly or indirectly) Plexus products or the Plexus opportunity, without the express written consent of the Company, approval number and logo. Due to the alteration available with a website, any changes will result in negation of previous approval

- b. *Social Media Sites*: Ambassadors may promote the business opportunity and Products on social networking sites such as “Facebook” and “Twitter;” video sites such as “YouTube” and “Google Video;” and blogging sites such as “Wordpress” and “Blogger” (collectively, “Social Media Sites”), provided the following conditions are met:
 - i. All text, audio and video postings do not contain Product or income claims. For Product information, Ambassadors may refer viewers to their Plexus replicated website, the Company website, or a Company Licensed Website. All postings must adhere to the company’s code of ethics and are subject to this entire contract.
 - ii. Videos posted to Social Media Sites show the text “Plexus Independent Ambassador” for the entirety of the video.
 - iii. Ambassadors may not advertise their own replicated websites or links to their own Plexus or other business related websites on any official Company social networking website, profile, blog, etc.
 - iv. The Company may monitor the Social Media Sites for compliance with the Contract and Ambassador agrees to immediately remove or modify the Social Media Sites upon the Company’s request to comply with the Contract.
 - v. Upon termination of the Contract, any social media pages created with the sole intent of networking the Plexus business must be removed or signed over to Plexus for proper dissemination of the group or page.
- I. **Advertising at Company Sponsored Events.** At Company-sponsored events, Ambassador’s may not, unless specifically authorized in writing by the Company, advertise, sell, or promote non-Company products or services, including, but not limited to: (i) the promotion of non-Company events, systems or materials, (ii) organized person to person solicitations, (iii) distribution of flyers, DVDs or other materials, or (iv) the use of any other form of promotion deemed inappropriate by the Company.
- J. **Advertising and Selling Price of Products on the Internet.** Ambassador acknowledges and agrees that the advertising and selling of all Products on the Internet may only be done on a Company

Licensed Website. and the advertising and selling price of all Products on such website (i) if sold to an Applicant, must not be lower than the Wholesale price of the Products plus reasonable shipping and the amount the Company charges for taxes, handling and the Applicant must also be charged the Ambassador kit fee; and (ii) if sold to a non-Applicant (e.g. Customer, etc.), must not be lower than the Company's Suggested Retail price plus reasonable shipping and the amount the Company charges for, taxes and handling of the Products. In connection with this Section, Ambassador also agrees that discounts associated with shipping Plexus products or any other special incentives or promotions associated with the sale of Plexus products or services or the Sign Up/Annual Membership/Replicated Web Hosting Fee may be not advertised. Ambassador acknowledges and agrees that he or she shall not advertise or sell any Products on the Internet, which were purchased from another Ambassador. Any violation of this Section by an Ambassador shall constitute a breach of the Contract and will be subject to the breach of Contract procedures set forth herein.

- K. Lead Distribution.** Persons who are outside the Company network often make inquiries to the Company about its Products. If the Company is able to determine that the inquiring Person received the information from a specific Ambassador or that there is a particular Ambassador that the Person is acquainted with, every attempt will be made to refer the Person to that Ambassador. If an association with a particular Ambassador cannot be determined, the Person will be randomly positioned under an existing "Gold" level Ambassador or higher. Final judgment with respect to the positioning of leads remains the right of the Company.
- L. Public Relations Matters.** Media inquiries must be referred immediately to Plexus at media@plexusworldwide.com. The purpose of this policy is to ensure accurate and consistent information is provided to the public at all times.

Section 8: Restrictions on Sales

- A. Prohibition on Sale for Purposes of Resale.** An Ambassador is prohibited from selling Products to any Person who the Ambassador knows, or has reason to suspect, will resell those Products. This provision survives the termination of the Contract.
- B. Internet Sales.** Ambassador acknowledges and agrees that the advertising and selling of Products on the Internet may only be done on a Company Licensed Website. An Ambassador may not, directly or indirectly, sell or offer for sale Products on any Unauthorized Website, including, but not limited to, Amazon, EBay, Walmart Marketplace, and Craigslist. The provisions of this Section survive the termination of the Contract.
- C. Retail Establishments.** Except as described herein, an Ambassador may not sell Products or promote the business opportunity through Retail Establishments. The display of Independent Ambassador information within the premises of a Retail Establishment is acceptable if it complies with all the relevant advertising requirements of this Section and with the following:
 - 1. The display may incorporate one of each Product per Retail Establishment, and/or several images of such Products, into a display for the sole purpose of advertising.

2. No Products, including the display, may be sold on the premises of the Retail Establishment.
3. No Retail Establishment shall display or advertise Company Product(s) or opportunities in a manner that is visible from outside the store.
4. The Company-designated disclaimer must be prominently posted near the displayed Products. The disclaimer may not be altered in size, color, content, etc. The disclaimer may be downloaded from the Company website and should state the following:

“Thank you for your interest. As a direct selling company, Plexus products are distributed and sold by Independent Ambassadors and not in retail stores. Please contact (Ambassador’s Name) at (Ambassador’s Contact Information) in order to purchase your Plexus products.”
5. If the Retail Establishment is a restaurant, café, juice bar, or the like, Products may be sold in trial amounts, and the Ambassador must provide ongoing support to the establishment.

D. Service Establishments. An Ambassador may conduct Ambassador Business through Service-related Establishments, except that no Product banners or other Sales Tools may be displayed to the general public in a manner that would attract the public into the Service-related Establishment. The Company has sole discretion in determining whether an establishment is a Service-related Establishment and a proper place for the sale of Products.

Section 9: Customer Service and Product Quality

- A. Customer Service.** Ambassadors shall provide current contact information to their Customers and make it known to their Customers that they are available to answer questions, provide advice, and respond to customer concerns. Ambassadors shall consult Company-provided training materials and the Ambassador Relations Center for assistance in responding to Customers.
- B. Product Inspection, Storage, and Handling Requirements.** Ambassadors are responsible for following storage instructions provided on Plexus product labels and for the proper storing and handling of Products. Proper storage and handling of Products includes: (i) inspecting Products upon receipt to ensure that they are not damaged or tampered with; (ii) periodically inspecting Products to ensure that they are not expired or soon to be expired and removing expired Products from your inventory; (iii) ensuring that Product seals have not been broken; (iv) keeping Products properly sealed; and (v) storing Products in a cool, dry place and out of direct sunlight.
- C. No Altering.** An Ambassador shall not re-label, alter, modify, tamper with or repackage any Products or Product labels, packaging, or literature.

Section 10: Breach of Contract Procedures

- A. Conditional Obligations.** The Company's obligations to an Ambassador are conditioned upon the Ambassador's faithful performance of the terms and conditions of the Contract. The Company, in its sole discretion, will determine if an Ambassador is in breach of the Contract and may elect any or all-available remedies.
- B. Progressive Discipline.** The Plexus Progressive Discipline Policy ("Discipline Policy") is designed to provide a structured corrective action process to improve and prevent a recurrence of Ambassador Policy & Procedure violations. It has been designed consistent with the Plexus core values, the Direct Selling Industry best practices, and food, drug and cosmetic laws. Plexus reserves the right, in its sole discretion, to combine or omit steps depending on the facts of each situation and the nature of the violation. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the violation is repeated despite counseling or training and the impact the violation may have on Plexus. Notwithstanding the above, a violation of Paragraph 8.B of these Terms will result in immediate suspension and may result in the Ambassador being subject to liquidated damages as set forth in Paragraph D of this Section.

1. First Violation: Counseling and initial warning letter.

A first violation usually occurs because the Ambassador is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Ambassador the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance will also describe expectations and steps the Ambassador must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations.

Within three days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to Second Violation notice.

2. Second Violation: Second warning letter and temporary suspension.

Although it is hoped that the Ambassador will promptly correct the violation(s), Plexus recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations, temporarily suspends the Ambassador, requires the Ambassador to sign a reinstatement letter, and explains that the Ambassador may be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.

3. Third Violation: Suspension and final written warning.

Repeated violations of the Policies and Procedures is very problematic and potentially

harmful. Therefore, the most effective and prudent action is suspension of the Ambassador and forfeiture of commissions for at least a month. The final written warning letter will include notification of such suspension, the extent of the commission forfeiture, and an indication that if the Ambassador violates the Policies and Procedures again, the Ambassador will be terminated immediately.

4. Fourth Violation: Termination.

As described above, Plexus will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning and suspension and commissions forfeiture before proceeding to termination; however, Plexus reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, Ambassador may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

5. Appeal Process

Ambassadors who are terminated for Policy and Procedure violations will have the opportunity to submit a written appeal to the Compliance Appeal Board with 10 days of the effective date of termination. The purpose of this process is to allow the Ambassador to provide insight to Plexus regarding any extenuating circumstances that may have contributed to the Ambassador's violations, or other information the Ambassador may deem as material to the decision.

6. Compliance Appeal Board

The Compliance Appeal Board Consist of:

- a. Two Executive Officers of Plexus;
- b. Compliance Manager; and
- c. One Diamond Ambassador (the terminated Ambassador must not be in the appointed Diamond Ambassador's downline)

The appeal hearing will be held within 10 days of receipt of the written appeal and can be held in person, via telephone or Skype. Neither Plexus nor the person appealing will be represented by legal counsel during the proceedings. The Appeal hearing may not be recorded. The Compliance Appeal Board will notify the terminated Ambassador of its decision within 10 days of hearing the appeal. If the terminated Ambassador wishes to make a presentation to the Appeal Board in addition to the written materials submitted, he/she will be limited to a maximum of 10 minutes for such presentation.

Important note: Nothing in this Progressive Discipline Policy provides any contractual rights regarding Ambassador discipline or counselling, nor should anything in this Policy be read or construed as creating an employer / employee relationship between the Ambassador and Plexus.

C. Remedies. In the event of breach, the Company may elect to take no action or to exercise some or all contractual remedies and remedies at law or in equity, including, but not limited to:

1. Notify the Ambassador either in writing or verbally of the breach and providing a notice to cure the breach;
2. Require from the Ambassador additional assurances of future compliance;
3. Withhold or deny recognition and attendant perks;
4. Assess damages and withhold them from commission payments;
5. Suspend Ambassador Rights temporarily or permanently;
6. Seek injunctive relief;
7. Terminate the Contract; and
8. Seek damages and associated costs.

D. Availability of Injunctive Relief. You acknowledge that we will suffer irreparable harm if you fail to strictly adhere to, breach, or threaten to breach any of the Terms set forth herein, such that damages at law would be an inadequate remedy. Therefore, in such event, we will be entitled, in addition to all other available rights and remedies, to the entry of an injunction immediately restraining such activity, without being required to show any actual damage or to post an injunction bond, or to a decree mandating specific performance of the provision(s) at issue.

E. Choice of Forum and Consent to Jurisdiction. Any action or proceeding for injunctive relief pursuant to paragraph 11.1 will be brought in the courts of record of Maricopa County, Arizona, or the United States District Court, District of Arizona, Phoenix Division. You consent to the exclusive jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. We may effect service of any court paper on you by mail or in such other manner as may be provided under applicable laws, regulations, rules of procedure or local rules. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees.

F. Liquidated Damages. In the event that you sell or offer for sale any Product through any Unauthorized Website, in violation of paragraph 8.B of these Terms, and in addition to any other remedies available to us, you hereby agree to pay to us one thousand United States dollars (\$1,000.00) for each unit of Product sold or offered for sale in such manner. You hereby waive any defense to our right to obtain liquidated damages on the basis that actual damages are calculable or that the liquidated damages do not represent a reasonable determination of our damages or otherwise constitute a penalty.

- G. Court Proceedings Relating to Seller Identification.** Nothing in this agreement is intended to or shall preclude our ability to commence an action in a court of law for purposes of ascertaining the identity of any unauthorized seller of our Products.
- H. Reporting Contract Breaches.** If an Ambassador observes or is aware of another Ambassador's violation of any term or condition of the Contract, the observing Ambassador shall submit a written complaint to the Company's Compliance Department. Because of the difficulties of investigating and asserting appropriate remedies for stale claims, any complaint for breach of the terms and conditions of the Contract other than Cross-Company Recruiting must be brought to the Company's attention for review within eighteen (18) months of the start of the alleged violation; Cross-Company Recruiting violations must be brought to the Company's attention within six (6) months of the alleged violation. Failure to report a violation within that time period may result in the Company not pursuing the allegations in order to prevent the Ambassador Business from being disrupted due to stale claims. However, this policy does not waive the Company's right to investigate and discipline Ambassadors found guilty of the stale claims.
- I. Circumvention of the Contract.** The Contract is designed to protect Ambassadors and the Company from the adverse consequences of their violation. Ambassadors who intentionally circumvent the Contract to accomplish indirectly what is prohibited directly will be disciplined as if the applicable policy or rule had been broken directly. In such circumstances, all of the available remedies as stated above will be available to the Company. The Contract is not intended to give an Ambassador the right to enforce the Contract against another Ambassador directly, or to take any legal action against another Ambassador.

Section 11: Termination

A. Termination.

1. An Ambassador may terminate the Contract by failing to renew on the annual anniversary of the acceptance of his or her Ambassador Agreement or by submitting to the Company in writing a request to terminate, subject to Section 9 herein.
2. The Company may terminate the Contract if the Ambassador violates the terms of the Contract and any amendments thereto.
3. Upon termination, the Company may in its sole discretion retain the Ambassadorship or dissolve and remove it from the Sponsor.

B. Return of Confidential Information. An Ambassador must return all Confidential Information, including any information derived there from, over which he or she has direct or indirect control to the Company upon termination or upon demand of the Company. If any such Confidential Information cannot be returned because it is in electronic format, the Ambassador shall permanently delete and erase the Confidential Information upon termination or upon demand.

C. Ambassador Buyback. Plexus will repurchase on reasonable commercial terms currently marketable inventory, in the possession of and purchased by the Ambassador for resale prior to

termination date of the Ambassador's business relationship with Plexus. For purposes of this Policy, "reasonable commercial terms" shall include the repurchase of currently marketable inventory purchased within 12 months from the Ambassador's date of termination less appropriate set offs, legal claims and a \$15.00 restocking fee. Products shall not be considered "currently marketable" if returned for repurchase after the products' commercially reasonable usable or shelf life period has passed; nor shall products be considered "currently marketable" if Plexus clearly discloses to Ambassadors prior to purchase that the products are seasonal, discontinued, or special promotion products and are not subject to the repurchase obligation. If an Ambassador is in breach of contract, the Company reserves the right to stop or delay the buyback process.

D. Effects of Termination for Breach of Contract.

1. An Ambassador whose Contract is terminated by the Company must wait one (1) year before applying for a new Ambassadorship. During that time, the Ambassador can have no Beneficial Interest in any other Ambassadorship. Prior to applying for a new Ambassadorship, he or she must first petition the Company through the Compliance department. The petition will include an affidavit that must be signed under penalty of perjury and notarized in which the Ambassador confirms that he or she has had no Beneficial Interest in any Ambassadorship during the prior one year.
2. Upon termination of the Contract, all of the Ambassador's rights in and to the Ambassadorship and the Ambassador Business are revoked and terminated. In acknowledgement of the damages the Company has likely suffered and/or will suffer as a result of Ambassador's breach, including but not limited to, all or any of the following: (i) loss of good will and loss in the value of the Company's confidential and proprietary information and trade secrets; (ii) loss of a portion of the value of the Company's business; and (iii) loss of future profits; Ambassador consents that any unpaid Commissions may be forfeited to the Company to offset a portion of the damages.
3. The Company may elect to reorganize the Downline Organization of an Ambassadorship terminated for breach in a manner that serves the best interests of the Company, Downline Organization and Upline.
4. Where the Company elects to terminate an Ambassadorship in which there is more than one Beneficial Interest holder, the following may apply:
 - a. The departing Beneficial Interest holder(s) must relinquish all rights to, and interests in, the Ambassadorship;
 - b. The Company may not divide or reassign any of the Downline Organization; and
 - c. The Company may not split Commissions between the prior or current Beneficial Interest holders of the Ambassadorship.

E. Effects of Voluntary Termination by the Ambassador.

1. The Contract can be voluntarily terminated by an Ambassador who is not in breach of the Contract for any reason, at any time, by providing written notice to the Company signed by all Person(s) listed on the Ambassador Agreement. The termination is effective on the date the Company receives the written notice, although processing of the termination request may be delayed until the following month if there is current Volume in the Ambassadorship. If an Ambassador is in breach of the Contract, he or she cannot voluntarily or unilaterally terminate the Contract until the longer of: (i) the last day of the renewal period of the Contract, or (ii) the last day of the period equal to the amount of time such Ambassador had been in violation of the Contract prior to the Company's discovery of the breach, but not to exceed one (1) year. In such a case, the Company may elect any and all available remedies for breach of the Contract pursuant to Section 8, and the Ambassador shall not be entitled to receive any Commissions during such period, as determined by the Company in its sole discretion.
2. Upon termination of the Contract, all of the Ambassador's rights in and to the Ambassadorship and the Ambassador Business are revoked and terminated.
3. An Ambassador who voluntarily terminates may re-apply for a new Ambassadorship under a new Sponsor no earlier than six (6) months from the date the Company receives written notice of the termination. During this six (6)-month period, the voluntarily terminated Ambassador is not permitted to participate in any Ambassador Business or have a Beneficial Interest in any Ambassadorship.
4. An Ambassador may not terminate voluntarily if the Ambassadorship is not in good standing with the Company, as may be evidenced by, but not limited to, any of the following conditions: (i) a temporary Ambassadorship; (ii) an Ambassadorship is on hold, suspension or probation; (iii) the Ambassadorship is under investigation, but no formal discipline has taken place; or (iv) notice of intent to terminate has been sent.

Section 12: Miscellaneous

- A. Governing Law.** These Terms as well as any dispute related to or arising from these Terms are governed by and construed in accordance with the internal laws of the State of Arizona, without regard to conflicts of law principles.
- B. Entire Agreement.** The Contract contains the entire understanding concerning the subject matter hereof between the Company and the Ambassador, and is intended as a final, complete, and exclusive expression of the terms of the parties. This Contract supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Contract, are of no force or effect. If there is any discrepancy between verbal representations made to the Ambassador by any employee or agent of the Company and the terms of the Contract, the express written terms and requirements of the Contract will prevail.

- C. Headings.** The section and subsection headings in the Contract are inserted solely as a matter of convenience and for reference, and will not be considered in the construction or interpretation of any provision hereof. Unless the context otherwise specifically requires, all references to sections of the Contract will refer to all subsections thereof.
- D. Modifications by the Company.** The Company reserves the right to make any modifications to the Contract. The Company may communicate these modifications by posting any portion of the modified Contract on the Company's website at www.plexusworldwide.com or by any other method of communication. The Ambassador is deemed to have accepted the modification to the Contract if the Ambassador engages in any Ambassador Business, renews its Ambassadorship, or accepts Commissions after the modification was communicated.
- E. Ambiguities.** Ambiguities, if any, in the Contract shall not be construed against any party, regardless of which party may be deemed to have authored the ambiguous provision.
- F. Warranties.** The Company extends no product warranties, either expressed or implied, beyond those specifically articulated in the Contract. The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or trade secret arising from the Ambassador's operations. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.
- G. Waiver.** Any waiver by the Company of an Ambassador's breach of a Contract provision must be in writing and will not be construed as a waiver of any subsequent or additional breach by the Ambassador. The failure by the Company to exercise any right or privilege under the Contract will not constitute a waiver of that right or privilege.
- H. Severability.** If any term or condition of this Contract is judicially invalidated, prohibited, or otherwise rendered unenforceable in any jurisdiction, it is unenforceable only to the extent of the invalid, prohibited or unenforceable provision in that jurisdiction only, and it will not render unenforceable or invalidate any other provision of the Contract, nor will the Contract be rendered unenforceable or invalidated in another jurisdiction. Furthermore, any provision found unenforceable or invalidated may be partly enforced to the maximum extent enforceable under the law.
- I. Force Majeure.** Ambassador acknowledges that the Company is not liable for any damages or losses caused by the delay or inability to manufacture, sell, or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, acts of God, acts of terrorists, or from any other causes that are beyond the control of the Company.
- J. Successors and Assigns.** The Contract will be legal and binding upon and inure to the benefit of the heirs, devisees, executors, administrators, personal representatives, successors, and assigns (as applicable) of the respective parties hereto.

K. Limitation of Liability. To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "Responsible Parties") shall not be liable for, and the Ambassador releases Company and its Responsible Parties from and waives all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by Ambassador's as a result of: (i) Ambassador's breach of the Contract, (ii) the promotion or operation of the Ambassadorship and the Ambassadorship Business; (iii) Ambassador's incorrect or wrong data or information provided to the Company or its Responsible Parties; or (iv) the Ambassador's failure to provide any information or data necessary for the Company to operate its business. EACH AMBASSADOR AGREES THAT THE ENTIRE LIABILITY OF THE COMPANY AND ITS RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THE CONTRACT, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL NOT EXCEED, AND SHALL BE LIMITED TO, THE AMOUNT OF PRODUCTS THE AMBASSADOR HAS PURCHASED FROM THE COMPANY THAT ARE IN RESALABLE CONDITION.

Section 13: Dispute Resolution.

- A. If a dispute arises relating to any relationship, contractual or otherwise, between or among Plexus, its officers, employees, members, partners, Ambassadors or vendors or arising out of any products sold by Plexus, the parties agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.
- B. In the event such efforts are unsuccessful for any reason, and with the exception of those actions or claims described in Paragraphs 10.D, 10.E, 10.F, and 10.G above, either Party may serve a notice of arbitration ("Notice of Arbitration") on the other Party. Notice of Arbitration shall be personally delivered or sent by prepaid registered mail, or by means or such other delivery service evidenced by verified receipt of the addressee, and shall be effective on receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by the addressee, or any officer or responsible official of the Party if the addressee is an entity. The Notice of Arbitration shall be dated, and, without prejudice to any right under the applicable rules permitting subsequent modifications, shall specify the claims or issues which are to be arbitrated. The Parties shall schedule an arbitration to occur in Maricopa County, Arizona, U.S.A. within 45 days of service of receipt of the Notice of Arbitration.
- C. THE PARTIES SPECIFICALLY AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF THE DISPUTE IN A TIMELY, EFFICIENT AND COST-EFFECTIVE MANNER, THEY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SHALL SETTLE THEIR DISPUTE SOLELY BY SUBMITTING THE CONTROVERSY TO BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("A.A.A.") THEN IN EFFECT, EXCEPT THAT ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE.
- D. The Parties shall attempt to select a mutually agreeable arbitrator from A.A.A.'s Panel of Arbitrators. If an arbitrator is not selected by agreement within ten (10) days of the first written notice of intent to arbitrate, an arbitrator shall be selected in accordance with the Commercial

Rules of A.A.A.

- E. The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction to enter the judgement. Either Party may elect to participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of this Dispute Resolution Policy shall be governed by Arizona law, without regards to Arizona's conflict of laws principles.
- F. The Parties agree that any arbitration proceeding will be conducted on an individual, not a class-wide, basis, and that any proceeding between the Parties may not be consolidated with another proceeding between one of the Parties and any other entity or person. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO CLASS-WIDE TREATMENT OF ANY CLAIM COVERED BY THIS AGREEMENT AND DISPUTE RESOLUTION POLICY.
- G. The Parties further expressly agree that (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, in Maricopa County, Arizona, (iii) the Party in whose favor the arbitration award is rendered shall be entitled to recover all costs and expenses of the arbitration including, but not limited to, attorneys' fees, expert or other professional fees, and the cost and expense of administration of the arbitration proceedings, and any costs and attorneys' fees incurred in executing on or enforcing the arbitration award, and (iv) the arbitral award shall be issued in Maricopa County, Arizona, U.S.A.
- H. The Parties, A.A.A., and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose to any other person not directly involved in the arbitration process: (i) the substance of, or basis for, the controversy, dispute, or claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration; or (iii) the terms or amount of any arbitration award. A.A.A. and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary.
- I. Subject to the exceptions set forth in Paragraphs 10.D, 10.E, 10.F, and 10.G above, no party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Judgment upon the award may be entered by the United States District Court or Maricopa County Superior Court located in the State of Arizona, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be, if the Arbitrator's award or decision is not complied with within 7 days of the Arbitrator's decision.
- J. Subject to the exceptions set forth in Paragraphs 10.D, 10.E, 10.F, and 10.G above, arbitration in accordance with the terms of this Dispute Resolution Policy shall be the sole and exclusive procedure for resolution of disputes between the parties, including any disputes that might arise after termination of this Agreement.

- K. Notwithstanding the foregoing, any revision, modification, amendment to, or termination of the Dispute Resolution Section contained in the Agreement shall not apply to a dispute of which Plexus has actual notice of prior to the effective date of such revision, modification, amendment or termination. The effective date of any such revision, modification, amendment or termination shall be 30 days after the revision, modification, amendment or termination is posted on the Company website at www.plexusworldwide.com.

- L. Attorneys' Fees. If any suit, action, or proceeding is brought to enforce any term or provision of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled.

APPENDIX A

The following defined terms apply throughout the Contract:

Ambassador: A Person currently authorized by the Company to operate an Ambassadorship. If more than one Person is named on the Ambassador Agreement, then “Ambassador” may refer to all Persons collectively.

Ambassador Agreement: The agreement submitted by an Applicant to become an Ambassador. In signing the Ambassador Agreement, an Applicant certifies that he or she has read and will abide by the terms and conditions of the Contract.

Ambassador Business: Activities determined at the sole discretion of the Company to be a promotion of the Company’s Products or business opportunity. Some of these activities include, but are not restricted to: signing an Ambassador Agreement; advertising, selling or exhibiting Product; hosting, conducting, or speaking at meetings or events (whether hosted by the Company or by an Ambassador); purchasing Product at Wholesale prices, exchanging, or returning Products; participating in the Compensation Plan, receiving periodic Company literature and other communications, participation in Company-sponsored support service training, motivational and recognition events; sponsoring new Ambassador; and/or selling of leads, sales tools, websites, etc. to Ambassadors.

Ambassador Rights: The rights of the Ambassador under the Contract to conduct the Ambassador Business.

Ambassadorship: A defined position within the Company’s network of Ambassadors that is the subject of the Contract.

Applicant: A Person who has submitted an Ambassador Agreement.

Authorized Country: A country that the Company has officially sanctioned to be available to all Ambassadors for conducting the Ambassador Business.

Beneficial Interest: A Person is deemed to have a Beneficial Interest in an Ambassadorship if he/she/it has:

(1) any direct or indirect ownership in an Ambassadorship as an individual, partner, shareholder, member, manager, beneficiary, trustee, officer, director or principal of an Ambassadorship; (2) has any actual or de facto control over an Ambassadorship; (3) receives any income directly or indirectly from an Ambassadorship (other than the receipt of income pursuant to the Compensation Plan by an Upline Ambassador); (4) receives familial support from an Ambassadorship; (5) receives spousal support derived from an Ambassadorship; (6) is a member of the Ambassador’s immediate household; (7) is a spouse or Co-habitant; or (8) has any other similar interest in an Ambassadorship.

Bona Fide Offer: An arm's length written offer to purchase the Ambassadorship by a Person that is not an Ambassador, which the Company, in its sole discretion, determines to be a legitimate offer.

Business Entity: Any type of business association authorized under the laws of the jurisdiction in which it was organized. This includes, but is not limited to, legally formed: corporations, partnerships, trusts, and limited-liability companies.

Business or Manufacturing Partner: A third party who is directly involved with the creation and/or management of the Company's business operations and/or products.

Co-habitant: An individual who is 18 years of age or older who shares with another person a common residency and marriage-like relationship.

Commissions: Compensation paid to an Ambassador based on the Volume of Products sold by the Ambassador and purchased and/or sold by its Downline Organization. Eligibility to receive Commissions is determined by the monthly sales requirements currently in effect, as outlined in the Compensation Plan.

Company: Plexus Worldwide, LLC, an Arizona limited liability company, or any lawful assignee, successor, subsidiary, or affiliate regardless of geographic location.

Company Licensed Website: An Internet website approved by the Company in accordance with the provisions of The Policies and Procedures.

Compensation Plan: The specific plan used by the Company that details the requirements and benefits of the compensation structure for Ambassadors. The Compensation Plan can be found on <http://www.plexusworldwide.com>

Confidential Information: Information disclosed to the Ambassador pursuant to the Contract or information gathered by an Ambassador about other Ambassadors in connection with their promotion of Products or sales materials, including, but not limited to, information regarding (i) Downline Organizations or Upline Ambassadors, including Ambassador names and contact information, Customer information developed by the Company or developed for and on behalf of the Company by Ambassadors through Ambassador meetings, websites, email and/or profile gathering tools, and any other electronic or manual application used by an Ambassador or his agent to gather, store, and/or develop any information about Ambassadors and Customers (including but not limited to credit data, retail customer and Ambassador profiles, and product purchase information and (ii) customer lists, manufacturing and supplier information, business reports, commission or sales reports, business plans, projections, trade secrets, intellectual property, analyses, and related information and other financial and business information that would be reasonably understood to be confidential and/or give competitive advantage. Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, or other forms, and may be disclosed orally, in writing, by electronic or magnetic media, by visual observation, or by other means.

Contract: The documents describing the specific relationship between an Ambassador and the Company, comprising the Ambassador Agreement, the Statement of Beneficial Interest (if any), the Compensation Plan, the Policies and Procedures, any country or situation-specific addendum(s) thereto, any amendments thereto, and any other written agreement between the Ambassador and the Company, which documents are incorporated herein by reference.

Cross-Company Recruiting: A violation of the Contract as set forth in Section 2 of the Policies and Procedures.

Cross-line Recruiting: Sponsoring, or a solicitation to Sponsor, indirectly or otherwise, an existing Ambassador (or anyone with a Beneficial Interest in that Ambassador's Ambassadorship). The Cross-line Recruiting policy applies only to the recruiting of existing Ambassadors and does not apply to Persons who are not Ambassadors of the Company. The Company cannot punish an Ambassador who solicits or entices a Person who has not previously been an Ambassador, but who has been contacted by another Ambassador.

As with any commercial enterprise, Ambassadors who invest time and money into a Person are taking a risk that the Person may choose to be sponsored under someone else.

Customer: A person other than an-Ambassador who purchases Products.

Date of Sign-Up: The date the Company receives and accepts an Applicant's Ambassador Agreement bearing an original signature or electronic copy of an original signature.

Downline Organization: A genealogically structured organization comprised of Ambassadors and their Customers who are below an Ambassador in his or her Sponsor Tree or Placement Tree. The Ambassadors will have been personally Sponsored (i) by an Ambassador and be downline of that Ambassador through Placement or Sponsorship, or (ii) by those who the Ambassador has Sponsored or placed through Placement, and their respective Customers, all in a direct chain of Ambassadorships below the Ambassador.

Electronic Funds Transfer (EFT): An optional program that authorizes the Company to electronically debit an Ambassador's bank account for the amount of an order and renewal fees.

Frontline: The Ambassadors who appear on the first level of the Sponsor of the immediate Downline Organization of any particular Ambassador. They may appear through Sponsorship Compression. The Commissionable Volume of Customers is treated as if it were Frontline for purposes of calculating Commissions.

Identification Number: The number issued specifically to an individual or company by the government. Examples include: social security number (US individuals), social insurance number (Canadian individuals), employment identification number (US companies), and ID Card Number (Taiwanese individuals).

Person: An individual, a Business Entity, or any other entity with a distinct separates existence, and

its successors, heirs, or assigns, as the case may be.

Placement: As a noun: An Ambassador who has directly recruited another Ambassador into his or her Organization (as defined in the Compensation Plan) as a verb: the positioning by a Sponsor of an Ambassador in his or her Downline Organization.

Policies and Procedures: The policies and procedures of the Company contained herein, including attachments and addenda, which are incorporated herein by this reference, as the Company may amend the same from time to time.

Pre-Launch Period: A period of time announced by the Company prior to a country becoming an Authorized Country during which an Ambassador may begin preparation to commence the Ambassador Business within that country.

Product: Any good or service that has Volume assigned to it and that is offered by the Company. Sales tools and promotional material are not included in this definition.

Qualified Direct Upline: Regarding the Right of First Refusal, an Ambassador's direct Sponsor who is not in violation of the Contract and who the previous month qualified for earnings under the Compensation Plan.

Rank: The current payout qualification level of the Ambassadorship according to the Compensation Plan. The Rank of an Ambassador, which will affect the Ambassador's Commissions and may fluctuate monthly and depends on the Ambassador meeting various qualifications outlined in the Compensation Plan.

Recruiting: Actual or attempted solicitation, enrollment, encouragement, or effort to convince, persuade, or influence in any way, directly, indirectly, or through a third-party (including, but not limited to, the use of a website), another Ambassador to sell or purchase products or services and/or to enroll or act as an independent Ambassador, employee, executive, or consultant to or on behalf of another direct selling, network marketing, or multi-level marketing company that operates in any way, conducts business, or has Ambassadors in any Authorized Country. This conduct constitutes Recruiting even if the Ambassador's actions are in response to an inquiry or communication made or initiated by another Ambassador.

Retail Establishment: Any enterprise with a physical location that is not a Service-related Establishment. Examples include, but are not limited to mass market and specialty stores. For purposes of this definition, a Retail Establishment does not include the internet when an Ambassador complies with the relevant sections of the Policies and Procedures regarding authorized internet sales and advertising.

Retail Sales: Sales by an Ambassador of the Product to his or her Customers.

Right of First Refusal “RFR”: The rights as set forth in Section 4 of the Policies and Procedures.

Sales Tool: Any information, material or product created by the Ambassador for Ambassador Business.

Social Media Sites: Sites such as Facebook, Twitter, LinkedIn, etc. Web-based and mobile based technologies which are used to turn communication into interactive dialogue among organizations, communities, and individuals.

Suggested Retail: The price at which the Company suggests Ambassadors sells Products to Customers. The Suggested Retail prices are posted on the Company’s website.

Service-Related Establishment: An enterprise where the general public typically does not have ready access unless through appointment or membership, and/or where the primary-function of the enterprise is the rendering of professional services rather than selling merchandise. Examples include, but are not limited to private or restricted-access offices, salons, spas, gyms, health clubs, or private associations that may retail some products, but whose primary purpose is to offer a service.

Sponsor: As a noun: an Ambassador who has directly recruited another Ambassador into his or her Downline Organization; as a verb: the act of directly recruiting another Ambassador into his or her Downline Organization.

Statement of Beneficial Interest: A document required as part of the Contract if an Applicant is applying as a Business Entity. The Statement of Beneficial Interest must list all persons who are partners, shareholders, principals, members, managers, officers, directors, trustees, beneficiaries, or who otherwise have any direct or indirect Beneficial Interest in or control over the Business Entity.

Title: The highest Rank ever achieved by an Ambassador that is used for recognition purposes.

Unauthorized Website: Any website other than a Company Licensed Website.

Upline: The single-line hierarchy of Sponsors and/or Ambassadors extending upward from an Ambassadorship.

Volume: A value assigned to a Product for commission purposes.

Wholesale: The price the Company charges Ambassadors for Products.