



**Independent Associate and Preferred Customer
Policies & Procedures - Australia/New Zealand**

INTRODUCTION

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

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

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

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

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

Your partners in success,



JIM COOVER
Co-Founder
Isagenix International, LLC



KATHY COOVER
Co-Founder
Isagenix International, LLC



MAC LARSEN
General Manager
Isagenix (Asia Pacific) Australia Pty. Ltd.

SECTION 1: CODE OF ETHICS

1.1. As an Independent Isagenix Associate, I will:

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

1.2 As an Independent Isagenix Associate, I will NOT:

- engage in any activity that would reflect poorly on Isagenix or me, including but not limited to any deceptive, misrepresentative, unlawful, or unethical business or recruiting practice, using any high-pressure recruiting or selling technique, or making any unauthorised or exaggerated claim about Isagenix products or the Isagenix income opportunity;
- entice or encourage any existing Isagenix Associate or customer to join my team from another team under any circumstance, directly or indirectly, and I will not attempt to gain any advantage over any other Associate by claiming or implying that I am able to obtain any special treatment from Isagenix;
- disparage Isagenix or its products, Compensation Plan, management team, employees, affiliates or other Associates, or the competition or their products, compensation plans, management teams, employees, affiliates or independent distributors;
- attempt to manipulate the Isagenix Compensation Plan in any way, including but not limited to enrolling a customer or another Associate who has little or no interest in Isagenix, primarily to qualify for a bonus or other compensation, or by enrolling or encouraging others to enrol with multiple Positions and/or selling Isagenix products through unauthorised channels; or
- attempt in any way, directly or indirectly, to violate or circumvent these Isagenix Policies and Procedures.

SECTION 2: YOUR RELATIONSHIP WITH ISAGENIX

2.1. *Becoming a Preferred Customer*

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

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

2.2 *Becoming an Independent Isagenix Associate*

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

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

2.3 *Eligibility Requirements*

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

2.4 *Accurate Information*

You may not enrol or help anyone else enrol with false, inaccurate, misleading, or incomplete information. It is your responsibility to inform Isagenix of any changes to your information. Isagenix will not be responsible for delays and possible loss or forfeiture of commissions or bonuses that would otherwise be payable to individuals who have provided false, inaccurate, misleading, or incomplete information to Isagenix. Isagenix may request a 100 point identity verification check for any account; at a standard determined by state laws. Isagenix reserves the right to terminate any Position that is being operated by any person other than the person named on the account.

2.5 *No More than One Position*

You may not have a financial interest or any other interest in more than one Position, even when that Position is held by a separate business entity or another person, except in limited circumstances (including Re-Entry Positions) as approved in writing by Isagenix.

2.6 *Spouses*

Spouses may hold separate Positions, provided that they are in the same line of sponsorship and one spouse directly sponsors the other (except in cases where each spouse owned a Position prior to being married). As consideration for allowing spouses to hold a financial interest in more than one Position, each spouse agrees that the actions of one spouse may be attributed to both spouses and may result in corrective action against both spouses.

2.7 *Re-Entry Positions*

If you meet the qualifications set in the Re-Entry Application and Isagenix approves your application, you will be granted an additional Position, known as a Re-Entry Position. Because the grant of a Re-Entry Position is a privilege, Isagenix reserves the right to withhold approval of any application at its sole discretion. Isagenix reserves the right to amend or discontinue the Re-Entry Program with prior notice, at any time at its sole discretion.

2.8 *Other Special Programs*

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

2.9 Business Entities and Charities

You may operate your Position as a business entity or charity, or convert your existing individual account to a business entity, if you provide: (1) an Australian Business Number ('ABN') or New Zealand Business Number ('NZBN'); (2) your own valid government-issued identification; and (3) any other information requested by Isagenix to verify the existence, ownership and good standing of the business entity. Isagenix reserves the right to refuse any application. No Member may use this provision to circumvent Section 2.5 allowing no more than one Position per person.

2.10 Independent Contractor Status

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

2.11 Annual Renewal

Your Membership Application and Agreement must be renewed annually by paying the applicable renewal fee. If you fail to renew, whether intentionally or not, you may forfeit your Position and other benefits associated with your membership. As a convenience, if you purchase Isagenix products or attend an Isagenix event within 90 days before your renewal date, you agree that Isagenix is entitled to renew your account automatically approximately 30 days prior to your renewal date by charging your last payment method on file unless the laws of your jurisdiction do not permit Isagenix to renew your account under the circumstances. If you do not wish to participate in this automatic renewal program, you may opt out by contacting the Customer Care Department at 1300-651-979 (AU) or 0800 451 291(NZ) or CustomerServiceANZ@Isagenixcorp.com.

2.12 Becoming an International Sponsor

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

SECTION 3: UNDERSTANDING YOUR ISAGENIX POSITION

3.1 Placement of Your Isagenix Position

When you enrol as an Associate with Isagenix, you will occupy a Position in accordance with the Compensation Plan. The person who enrolled you with Isagenix is your Enrolling Sponsor; the person who occupies the Position immediately above you is your Placement Sponsor (the Enrolling Sponsor and the Placement Sponsor may be the same person). Isagenix will generally recognise the Enrolling Sponsor and Placement Sponsor designated on your Membership Application and Agreement, but reserves the right to redesignate either Sponsor in the event of a dispute. Although Preferred Customers are also assigned Positions for tracking purposes, they are not eligible to earn compensation unless they convert to Associate status, as described in Sections 2.2 and 2.3.

3.2 Change of Sponsorship or Placement

To protect the integrity of the Compensation Plan and to discourage unethical cross-recruiting practices, Isagenix does not allow sponsorship or placement changes, except in limited circumstances. Any request to change sponsorship or placement must be expressly approved by Isagenix.

3.3 Modifying or Selling Your Position

Isagenix reserves the right to approve or disapprove any modification you propose to make to your Position. Before we can approve such a change you must submit a written statement outlining the proposed modification and the reasons for the modification. You may sell your Position if: (a) you have actively operated your Position as an active 'Paid-As' Executive (as defined in the Compensation Plan) for the previous six consecutive months; (b) you submit a written notice to Isagenix specifying the proposed terms and conditions of any proposed sale to a bona fide purchaser at least 30 days before the sale occurs; and (c) Isagenix approves the sale in writing. Isagenix may approve or disapprove of any proposed sale at its sole discretion and reserves the right to purchase the Position from you on substantially the same terms and conditions specified in the notice. Note: This Section applies to any attempt to transfer an interest in a business entity that owns a Position. Positions held by Preferred Customers may not be sold or assigned.

3.4 Voluntary Cancellation of Your Position

You may cancel your Position: (a) at any time by signing and submitting a written request to Isagenix, or (b) following any anniversary of your enrolment date, by failing or choosing not to pay your annual renewal fee when it is due. Note: Once your Position has been cancelled, you may not re-enrol or have a financial interest in another Position except in accordance with the re-enrolment policy as provided in Section 3.5. To voluntarily cancel your Position, you must sign and submit a Voluntary Request to Relinquish Position Form, or send us a written request, including your printed name, Associate ID number, phone number, email address, and signature (to help us prevent third parties from cancelling your account without your knowledge). Cancellations will be considered effective when a legitimate request is received by Isagenix. Cancellation notices may be sent to: AccountRequests@Isagenixcorp.com. If you are requesting to cancel your Autoship only, please contact the Customer Care Department at 1300-651-979 (AU) or 0800 451 291(NZ) or CustomerServiceANZ@Isagenixcorp.com

3.5 Re-enrolment After Cancellation; Eligibility

To protect the integrity of each Isagenix Position by discouraging individuals from attempting to switch teams, no person who currently holds or has held an interest in a terminated or cancelled Position may re-enrol until expiration of the period specified in this Section, except as provided below.

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

The waiting periods contained in this policy do not apply if you wish to re-enrol with your same Enrolling Sponsor and be placed in the next open Position below your Placement Sponsor's Position in the same sponsoring leg. Individuals who re-enrol under this exception will maintain their previous recognition rank and their re-enrolment will not count as a new enrolment for compensation purposes. If you wish to re-enrol with a different Enrolling Sponsor or be placed in a different sponsoring leg, you may apply to re-enrol subject to the following rules and waiting periods:

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

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

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

Note: Although Isagenix permits spouses to hold separate Positions, they must remain in the same line of sponsorship. Therefore, before either spouse can re-enrol under this Section, both spouses must satisfy the conditions and waiting periods applicable to their respective Positions.

3.6 *Divorce*

Isagenix will honour a valid divorce decree or settlement agreement with respect to ownership of Positions, provided that the proposed resolution does not conflict with these Policies and Procedures. Additionally, Positions cannot be divided into separate interests and any divorce decree or settlement agreement that purports to divide or separate the Position will cause the Position to automatically terminate as of the date of any such decree or settlement.

3.7 *Succession*

Upon the death or incapacity of an Associate, all rights to the Position may be transferred to a successor as provided in the Associate's will or as otherwise ordered by a court of competent jurisdiction or other testamentary process, subject to approval by Isagenix. Within six months of the Associate's death or incapacity, the successor(s) must present verification of death or incapacity and proof of their right of succession, such as a grant of probate or an enduring power of attorney. The successor must sign and submit a new Membership Application and Agreement and must, in all respects, qualify to enroll as an Associate and be bound by all current and future terms and conditions set forth in the Policies and Procedures and the Compensation Plan. If the successor is already a Member, Isagenix will allow the successor to hold both the existing and the inherited Positions for up to nine months, by which time the successor must have sold or otherwise transferred one of the Positions in accordance with the Policies and Procedures. Note: The requirement to sell or otherwise transfer one of the Positions after nine months does not apply if the successor is the spouse of the transferring Associate. If the Position is to be inherited by more than one successor, the successors should form a single-purpose business entity or a trust to hold the transferred Position. If there is no appropriate or qualified successor to provide responsible leadership and support to the organisation, Isagenix may, at its sole discretion, offer to purchase the Position at a fair market value determined by Isagenix.

SECTION 4: ISAGENIX PRODUCTS

4.1. *Purchasing Isagenix Products*

There is no requirement to enrol in the Compensation Plan or commit to a minimum order to purchase Isagenix products. Retail Customers may purchase Isagenix products directly from Associates, either in person or by placing an order through an Associate's replicated website. In exchange for an annual membership fee, Preferred Customers and Associates may purchase Isagenix products directly from Isagenix at a discount. Associates are also eligible to earn compensation pursuant to the Compensation Plan based on sales of Isagenix products to Retail Customers, Preferred Customers, and Associates. Isagenix reserves the right to adjust the price of its products or services at any time. Although you are required to achieve certain levels of personal sales (which may include retail sales) to earn compensation under the Compensation Plan, you are not required to purchase any Isagenix products or participate in the Autoship program to become or remain an Associate or a Preferred Customer.

4.2 *Inventory Purchases*

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

4.3 *Payments and Payment Authorisation*

All orders must be accompanied by proper payment, including all applicable shipping and handling fees and sales taxes. We accept payment in various forms, including Visa, MasterCard, American Express and IsaWallet, to the extent such payment methods are available. Orders will be shipped upon our actual receipt and clearance of payment.

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

4.4 *Order Confirmations*

For each order you place, an order confirmation email will be sent to your email address on file and the product will be shipped to the designated shipping address. It is your responsibility to ensure that Isagenix has your current email address and shipping address. Isagenix is not responsible for non-receipt of order confirmations due to invalid email addresses or non-delivery of product orders due to invalid or incorrect shipping addresses. Orders must be received by Isagenix before 11:59 p.m. New York Eastern Standard Time (3:59 Australian Eastern Daylight Time or 5:59 New Zealand Daylight Time) to ensure that they are counted toward the current day's Business Volume. Standard orders will ship the following business day.

4.5 *Autoship Programs*

For your convenience, you may enrol in our Autoship program, to ensure that you receive our products on a recurring schedule every 30 days. Autoship orders are processed automatically every 30 days, you can choose from a wide variety of pre-selected product packs, or you can combine any variation of individual products to suit your needs. Order, and you can change or cancel your Autoship Order at any time. Changes must be received by Isagenix at least five days in advance of the processing date or it will not be implemented until the next month. If you want to cancel your Autoship Order, contact our Customer Care Department at 1300-651-979 (AU) or 0800 451 291(NZ) during normal business hours at least 24 hours prior to your processing date. Otherwise, your request will not take effect until the next month.

You agree to pay for your Autoship Order according to your method of payment on file. Without exception, Autoship may only be established or amended by the Associate or Preferred Customer who is actually responsible for payment and receipt of the order. You may not establish Autoship Orders for anyone other than yourself. Any Associate who sets up an Autoship Order for another person will be subject to corrective action, up to and including termination of his or her Position(s) and other action as appropriate.

4.6 *Resale of Products*

You must be an Associate to purchase Isagenix products for resale. Preferred Customers and Retail Customers may purchase Isagenix products for their own use but may not resale Isagenix products to others. Isagenix products shall not be displayed or sold on a retail basis (including online auctions, retail websites, infomercials and television) except as follows: (1) through an Isagenix-approved Associate website; (2) in service-related and by-appointment businesses, where the primary source of income is from such services and not from product sales (for example, in salons, spas, offices, health clubs, and weight clinics); and (3) through any special program initiated and expressly approved by Isagenix. When marketing Isagenix products, you may use only Isagenix-produced or Isagenix-approved literature, banners and signs. Isagenix strictly prohibits resale of Isagenix products in any jurisdiction where resale is not permitted.

4.7 Sales Tax

If you are a resident of a state or jurisdiction where Isagenix collects sales taxes, we will collect and remit sales taxes on your behalf, based on the tax rate in the jurisdiction where the product will be shipped. The tax collected is typically calculated as follows: (a) Associate and Preferred Customer orders for personal use will be taxed on the wholesale cost; (b) Associate orders for resale will be taxed on the suggested retail price; (c) Retail Customer orders will be taxed on the actual sales price; and (d) for all orders, the price subject to sales tax will include the shipping charge if the jurisdiction where the products are shipped requires sales tax be charged on this cost. As an independent contractor, you are responsible for declaring and paying all applicable taxes. You agree to indemnify Isagenix and hold Isagenix harmless for any liability that we may incur as a result of your failure to properly declare whether certain product sales are for personal or retail use, or any failure on your part to properly declare or pay applicable taxes.

4.8 Satisfaction Guarantee

Isagenix offers a 30 Day Guarantee on your initial order with Isagenix, opened or unopened. This guarantee only applies to your very first order on your account, any consumable item that you are trying for the first time and does not include shipping and handling or membership fees. Please contact Customer Care within 30 days from the invoice date. This is in addition to any rights or remedies which may be available to you and is not intended to limit the availability of the statutory guarantees available under local under the local consumer protection law if a product does not comply with a statutory guarantee. At receipt of any sale, the member accepts and agrees to the Refund Policy.

Commissions previously paid for the sale of such products will be deducted from future commission payments to those who received such commissions. Any business volume (BV) associated with the product(s) will be deducted once the refund is issued. Marketing materials and other sales-aids are not returnable under this policy unless otherwise required by law. Shipping and handling costs are not refundable. Isagenix may consider accepting additional returns on a case-by-case basis, but reserves the right to deny any refund, and/or cancel the Position of anyone who abuses this Satisfaction Guarantee. Please allow at least 30 days for any refund to be processed.

4.9 Termination Buy-Back Policy

To protect individuals who want to discontinue being an Associate, leave the Isagenix International opportunity and believe they mistakenly purchased more inventory than they could sell, Isagenix offer an Inventory Buy-Back Policy. On cancellation, the Associate must have accumulated more Isagenix products than they can sell or use within a reasonable time. Isagenix will buyback, on reasonably commercial terms (at a price of not less than 90% of the original net cost excluding appropriate set offs, including shipping and handling, and legal claims, if any), all currently marketable inventory purchased by that Associate for resale within the 12 months prior to the date of cancellation. 'Currently marketable inventory' does not typically include items that have been discontinued or are within six months of expiring, seasonal items, and special promotional items. Isagenix reserves the right not to repurchase products or issue refunds on products that have been falsely certified as having been consumed or sold. Isagenix will charge back all commissions and bonuses paid relating to the purchase of any returned products. To initiate a buy-back request, please send a written request to the Customer Care Department at CustomerServiceANZ@Isagenixcorp.com.

SECTION 5: PROTECTING YOUR BUSINESS

5.1. *Out-of-Market Sales*

Isagenix has an International Sponsorship program in which you can benefit from sales of Isagenix products outside of your home market. However, you may not sell Isagenix products or promote the Isagenix income opportunity in countries or territories that have not been officially opened by Isagenix. You also may not sell or promote Isagenix products or literature designed for one jurisdiction, country, or territory in another jurisdiction, country, or territory. Any violation of this policy, directly or indirectly, may result in corrective action, including the possible termination of your Position. All Isagenix products are labelled to comply with the laws and regulations of the specific jurisdiction where such products are sold, and those who violate this provision could seriously jeopardise or compromise the ability of Isagenix to obtain governmental approval in countries where approval is pending or planned.

5.2 *Confidential Information*

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

To protect your business and the businesses of all Associates, you acknowledge and agree that the Confidential Information belongs to Isagenix and must be kept completely confidential for as long as such information is deemed by Isagenix to be confidential. You agree that you will not, directly or indirectly through a third party, use or disclose any Confidential Information for any purpose unrelated to your Isagenix business, whether during the term of your association with Isagenix or thereafter. You acknowledge that the Confidential Information is of such character as to render it unique and that disclosure or use thereof in breach of this policy will result in irreparable damage to Isagenix and its Associates. You recognise and agree that misuse of the Confidential Information cannot be fully compensated through monetary damages. Accordingly, you acknowledge and agree that Isagenix and its Associates will be entitled to injunctive relief to prevent breach of this Section. If litigation or arbitration is required to obtain injunctive relief or to recover damages, the prevailing party will be entitled to seek an award of attorneys' fees and expenses. You understand and agree that the confidentiality obligations and the related remedies included in this Section will survive the termination of your relationship with Isagenix.

5.3 *Non-Solicitation Provision*

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

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

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

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

5.4 Changing Teams

To protect the integrity of the Compensation Plan, and to protect the business interests of each marketing organisation in Isagenix, no Associate or Preferred Customer, whether current or former, may move to another marketing organisation or change his or her Enrolling Sponsor, except as expressly provided otherwise by these Policies and Procedures. Specifically, if you wish to resign and later re-enrol with a different Enrolling Sponsor or be placed in a different marketing organisation, you may apply to re-enrol after the appropriate waiting period has passed, as set forth in Section 3.5. Any attempt to circumvent this policy, including any attempt to conceal an improper re-enrolment (for example, by enrolling under someone else's name or a business entity, submitting false information to Isagenix, or working a business for someone else), is grounds for corrective action against all who had knowledge of or involvement in the improper activity, up to and including monetary fines and the possible termination of their Position(s).

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

5.5 Anti-Manipulation

Isagenix encourages Associates to do their best to maximise their earnings under the Compensation Plan in a legal and ethical manner. To help ensure fairness and a level playing field for all Associates, any attempt to manipulate the Compensation Plan is strictly prohibited and is grounds for immediate corrective action, up to and including monetary fines and termination of the involved Position(s). Evidence of manipulation may include, but is not limited to the following:

- Fictitious enrolments, including enrolments using false or incomplete contact information or identification, or information that cannot be verified using reasonable efforts. To obtain credit for a proper enrolment, it is the enroller's responsibility to ensure that his or her enrollees provide accurate information to Isagenix.
- Gratuitous enrolments, including widespread enrolments of individuals who have little or no interest in Isagenix, other than enrolling as a favour to a friend or family member or in exchange for some other benefit, such as free products or some other form of compensation.
- Uninformed enrolments, including enrolments of individuals who were not aware of their enrolment or who claim to be involved with Isagenix but who have little or no knowledge about what is going on in their business (indicating that their business is actually being managed by someone else).
- Perfect stacking of enrolments, indicating a coordinated effort where one person or a small group of people strategically place enrolments in a way that benefits a few at the expense of everyone else.
- Multiple Associates or Preferred Customers using the same method of payment, the same shipping address, the same email address, the same phone number, or other indicators that Isagenix may consider from time to time.

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

5.6 Income Claims

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

5.7 Product and Weight Loss Claims

When describing Isagenix products and your experience with Isagenix, including the use of testimonials, you understand and agree that you will only describe Isagenix products in a manner that is consistent with the product and weight loss claims contained in official Isagenix marketing materials or as otherwise approved in advance in writing by Isagenix. When making any approved product claim or weight loss claim, you agree to accompany the claim with any required disclaimers, copies of which can be obtained in your ABO. It is your responsibility to include all relevant information to ensure that any representation you make is not misleading. You understand and agree that you will not represent that any Isagenix product is intended to diagnose, treat, prevent or cure any condition or disease.

SECTION 6: TRADEMARK, ADVERTISING AND INTERNET USAGE

6.1 *Isagenix Trademarks, Copyrighted Materials, and other Intellectual Property*

Isagenix trademarks include the name Isagenix and all variations thereof, as well as the names of all Isagenix products and services and other marks as typically indicated by the use of the '™' or '®' symbols. Isagenix trademarks also may include various word combinations relating to Isagenix using the prefix 'Isa' or the suffix 'genix'.

Isagenix may license the use of its intellectual property to Associates from time to time. However, you may not use 'Isagenix' or any other Isagenix trademark, or any derivative or confusingly similar variation of an Isagenix trademark, or any of Isagenix's copyrighted material or other intellectual property, without prior written approval from Isagenix. You agree to immediately transfer to Isagenix, upon Isagenix's request, any internet domain name or other registration containing an Isagenix trademark. This provision shall survive the termination of your relationship with Isagenix.

6.2 *Advertising*

Isagenix provides sales tools and other materials that you can use to promote Isagenix products and the income opportunity. You may use certain other materials, provided that they are first reviewed and approved by Isagenix. All materials must be truthful and may not be misleading, and any statements about the benefits of Isagenix products or the Isagenix income opportunity must comply with all of the applicable laws and regulations in the jurisdiction where the materials are used.

6.3 *Internet Usage*

Isagenix encourages you to use the internet in a responsible manner to promote Isagenix products and your business. Isagenix provides useful tools and training materials to help you understand how to use the internet to promote Isagenix in an effective and socially acceptable manner. Specifically, you understand and agree that you will abide by all Isagenix Policies and Procedures and Guidance Documents relating to internet usage, as may be amended by Isagenix from time to time, and you will not make any exaggerated or misleading statements about Isagenix or its products or income opportunity, including through the use of videos, pictures, or other media.

6.4 *Media Appearances and Inquiries*

To protect the Isagenix brand and to ensure a consistent message, Isagenix has determined it is in the best interest of all Associates to have designated company spokespersons handle all communications with the media. Accordingly, Isagenix Independent Associates and Preferred Customers are not permitted to contact, solicit, respond to, interview with, or otherwise communicate with the media about Isagenix, its products, compensation plan, their Isagenix experience, or anything else relating to Isagenix, even if they do not mention Isagenix by name, unless they receive prior written consent from Isagenix. It is a violation of this policy to provide any information to the media without prior written approval from Isagenix, regardless of whether the information is positive or negative, accurate or inaccurate. 'Media' is defined broadly to include all traditional news outlets, television and radio shows, print media, as well as all internet-based journalistic communications, which may include blogs, forums, and bulletin boards relating to journalistic news or similar outlets. All inquiries from the media must be referred to Isagenix at +61 2 8705 8900 or email to: CommunicationsANZ@Isagenixcorp.com with a copy to Media@Isagenixcorp.com.

SECTION 7: ENFORCEMENT OF POLICIES

7.1. Remedies

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

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

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

7.2 Field Relations Board

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

SECTION 8: AMENDMENTS

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

You will be bound by any amendments upon notification of the amendments through any Isagenix official channels of communication effective fourteen day after the posting of such notice (except where a longer notice period is required by law, in which case such notice period applies). Those channels of communication include, but are not limited to, posting of information to the Isagenix website, email to your IsaMail account, notice to the email address on file, announcements in any official Isagenix newsletter or other publication, or mailed to you at the address on file. In the event that you find any update to the Policies and Procedures, the Compensation Plan, and the Guidance Documents unacceptable, you may terminate your Position.

SECTION 9: GENERAL PROVISIONS

9.1 Scope, Applicability and Interpretation

These Policies and Procedures govern the relationship between Isagenix (Asia Pacific) Australia Pty. Ltd. or any of its affiliates ('Isagenix') with any person or entity that holds an Isagenix Position. These Policies and Procedures are incorporated by reference into, and form part of, the Membership Application and Agreement, the terms of which you agreed to when you enrolled as an Associate or a Preferred Customer. You understand and agree that Isagenix's interpretations of these Policies and Procedures will be final and binding.

9.2 Compensation Plan and Guidance Documents Incorporated By Reference

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

9.3 Consent to Use of Personal Information

You consent to the collection, storage, and lawful use by Isagenix and its affiliates of the personal information you provide to Isagenix. Isagenix and its affiliates may use this information in its marketing and promotional efforts, and to help facilitate communication among you and other Isagenix Associates. As specified in our Australian Privacy Policy (<http://www.Isagenix.com/en-AU/privacy-policy>) or New Zealand Privacy Policy (<http://www.Isagenix.com/en-NZ/privacy-policy>); we never sell such information to third parties or mass marketers. We also may share information regarding your orders with certain Associates in your upline. You have the right to access and update your personal information at any time. The Isagenix privacy policy does not limit the provisions of applicable privacy laws.

9.4 Consent to Receive Emails, Text Messages and other Communications

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

9.5 Reporting and Resolving Errors

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

9.6 Waiver

Isagenix never waives its right to insist on compliance with these provisions or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of Isagenix who is authorised to bind Isagenix in contracts or agreements specifies explicitly in writing that Isagenix waives any of these provisions. In addition, any time Isagenix approves a waiver of any provision, that approval is specific to the single occurrence, unless otherwise stated, and does not extend to future violations. This provision deals with the concept of 'waiver', and the parties agree that neither party waives any of its rights under any circumstances short of the written confirmation alluded to above.

9.7 Indemnification

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

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

9.8 Exclusion of Damages

In no event shall any Isagenix officer, director, employee, affiliate, successor, or assignee be liable for any special, punitive, indirect, or consequential damages, for any claims or actions resulting from or arising out of these Policies and Procedures or any other agreement you have entered into with Isagenix, the functionality or operation of any website, or any acts or omissions of any Isagenix party, whether based on contract, tort (including negligence), strict liability, or any other cause of action.

9.9 Severability and Judicial Modification

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

9.10 Survival of Terms

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

9.11 Arbitration and Governing Law

Any controversy or claim arising out of, or relating to, these Policies and Procedures, the Compensation Plan, or the Guidance Documents, or the breach thereof, shall be settled by arbitration administered by the Australian Centre for International Commercial Arbitration (AU) or The New Zealand International Arbitration Centre (NZ) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If an Associate or Preferred Customer files a claim or counterclaim against Isagenix, he or she may only do so on an individual basis and not with any other individual or as part of a class action. You waive all rights to trial by jury or to any court. All Australian arbitration proceedings shall be held in the city of Sydney, Australia and All New Zealand arbitration proceedings shall be held in the city of Auckland, New Zealand. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry. Each party to the arbitration shall be responsible for its own costs and expenses, including legal and filing fees; provided, however, that the arbitrator will have discretion to award legal fees and other costs to the prevailing party. The decision of the arbitrator shall be final and binding on the parties. This agreement to arbitrate shall survive any termination or expiration of your relationship with Isagenix.

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

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

These policies and procedures will be governed by the laws of the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

SECTION 10: GLOSSARY

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

ASSOCIATE BACK OFFICE ('ABO') is the online portal through which Associates have access to information and tools helpful to operate their businesses.

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

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

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

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

CUSTOMERS are end consumers who purchase Isagenix products for their own personal use. Customers may purchase Isagenix products as Retail Customers, Wholesale Customers (as Isagenix Associates), and/or Preferred Customers.

ENROLLING SPONSOR is the person who is credited for personally enrolling an Associate or Customer.

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

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

INTERNATIONAL SPONSORSHIP APPLICATION AND AGREEMENT is the application that an Associate must sign and submit in order to become eligible to become an International Sponsor.

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

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

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

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

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

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

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

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

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

RE-ENTRY POSITION is an additional Position that may be granted to an Associate, at the Company's sole discretion, if the Associate meets the necessary qualification criteria as set forth in the Re-Entry Application.

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