# Juice Plus+® Virtual Franchise® Application The Juice Plus+ Company, LLC



140 CRESCENT DRIVE, COLLIERVILLE, TN 38017

PLEASE TYPE OR PRINT  APPLICANT CONTRA	ACT
NAME [	
(Last Name) DATE OF	(First Name) (M.I.)
SOCIAL SECURITY NO. L. JL. JL. JL. BIRTH	L_  -L_ _  GENDER L_
SPOUSE'S NAME	
SPOUSE'S SOCIAL SECURITY NO.	
BUSINESS NAME	
(Required if you give Federal	,
Federal Tax I.D. # (Required for reporting purposes (Required if you give business name.)	if income will be paid to a corporation or business entity.)
ADDRESS [	
CITY L	LISTATE LILI ZIP
E-MAIL ADDRESS: L	@
TELEPHONE: RESIDENCE (L) L	BUSINESS (L) L
Area  CELL: (	FAX: (L)
IF YOU ARE A HEALTH PROFESSIONAL, STATE YOUR SPECIALTY:	
NAME OF SPONSOR	FIN or SS #
APPLICANT ACKNOWLEDG I hereby acknowledge that I have read this Juice Plus+ Virtual Franchise Application (front and back) and the Ru form no. 955312. I agree to abide by the Rules for Operation of a Juice Plus+ Virtual Franchise as currently public agree to indemnify and hold Juice Plus+ harmless against any claims, costs, damages, losses, liabilities or indirectly, any breach of this Agreement or other conduct by me, my agent or employee. I acknowledge Juice Plus+ Virtual Franchise and shall be entitled to damages and injunctive relief prohibiting any furth I further agree to be sponsored by the individual whose signature appears below my signature customer credit or debit card information but rely on JuicePlus.com, JuicePlusVirtualOffice.com, or Juice Plus+ fathe customer NOT to send the information by email or text message. If any credit or debit card data is stored, it Representative, I have read the policy for protecting customer credit and debit card information and agree to contact the policy for protecting customer credit and debit card information and agree to contact the policy for protecting customer credit and debit card information and agree to contact the policy for protecting customer credit and debit card information and agree to contact the policy for protecting customer credit and debit card information and agree to contact the protecting customer credit and debit card information and agree to contact the protecting customer credit and debit card information and agree to contact the protecting customer credit and debit card information and agree to contact the protecting customer credit and debit card information and agree to contact the protecting customer credit and debit card information and agree to contact the protecting customer credit and debit card information and agree to contact the protecting customer credit and debit card information and agree to contact the protecting customer credit and debit card information and card the protecting customer credit and debit card information and	eles for Operation of a Juice Plus+ Virtual Franchise attached hereto and contained in shed and as amended and updated from time to time in official Juice Plus+ literature. I or expenses (including attorneys fees) arising from or connected with, directly ge that if I breach this contract, Juice Plus+ shall have the right to terminate my ger violation of this contractinitial  e. As a Juice Plus+ Independent Representative, I do not store, process, or transmit ax number. When receiving a customer's credit or debit card information, I encourage it is stored only in paper reports or copies of receipts. As a Juice Plus+ Independent mply with stated policy at all timesinitial
My Independent Juice Plus+ Virtual Franchise status may be cancelled at a	, , , ,
Independent Representative Applicant	
I certify that I have presented the Juice Plus+ sales program to the applicant in its entirety without material of this applicant have complied with the applicable Rules for Operation of a Juice Plus+ Virtual Franchise (inc defend and hold Juice Plus+ harmless against any claims, costs, or liabilities, losses, damages as breach of this provision.	cluding, without limitation, Rules 5, 8, and 12). I agree to personally indemnify, nd expenses (including attorney's fees) arising from or connected with my
Sponsor(Sponsor must personally sign here.)	Date
The payment of my \$50.00 application fee will be made as indicated below: Company, LLC)	(Make check or money order payable to The Juice Plus+
Check □ Money Order □ Visa □ MasterC	Card □ Novus □ AmEx □
Visa/MasterCard/Novus/AmEx	Exp. Date
Cardholder's Signature ${\mathcal X}$	
Congratulations and welcome to The Juice Plus+ Company, LLC! We are proud to have you our company. Our Home Office Staff stands ready to assist you in a variety of areas should y is (901) 850-3063. You may also e-mail us at <a href="mailto:support@juiceplus.com">support@juiceplus.com</a> , or visit us online at	ou need it. Our phone number is <b>(901) 850-3000</b> , and our fax number twww.juiceplusvirtualoffice.com.
Please note that an Original Copy must be sent to Juice Plus+ for our files. Before sen - personally sign this contract include your FIN or social security numb	ding this application to us, please be sure you: er.

### NEW APPLICANT DISCLOSURES AND ACKNOWLEDGMENTS

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

- 1. I understand that in order to become a Juice Plus+ Independent Representative, I must complete an application and pay a \$50.00 application fee and that apart from these conditions, there are no other payments or purchases I must make to become an Independent Representative. I also understand, however, that if I wish to build a successful retailing business, I should expect to spend personal time and effort and to incur additional expenses for such items as product samples, sales aids, business forms, shipping costs, travel and telephone expenses. I understand I will be charged an Administrative Service fee as follows: \$5.00 monthly for DD and VF; \$10.00 monthly for SC and above.
- 2. I understand that any purchases of product (both Juice Plus+® and Tower Garden® by Juice Plus+®) or sales aid in-ventory by me are strictly voluntary, and that, except where otherwise provided by applicable law, my right to return any inventory to The Juice Plus+ Company, LLC ("Juice Plus+") is limited by the terms of Rule 6 of the Rules for Operation of a Juice Plus+ Virtual Franchise and related provisions of my contract.
- 3. I understand that my relationship to Juice Plus+ is as an independent contractor, and that I am not authorized to bind Juice Plus+ or to incur any obligation on behalf of Juice Plus+. I also understand that my sponsor, direct Independent Representative (if other than my sponsor), and upline Independent Representatives, including, but not limited to, National Marketing Directors, are Independent Representatives not authorized to bind Juice Plus+ or to make representations except to the extent expressly permitted by the terms of the Rules for Operation of a Juice Plus+ Virtual Franchise. The only representations on which I have relied and can rely are those contained in this contract and in current, official literature of Juice Plus+.
- 4. I understand that any local association or cooperative of Juice Plus+ Independent Representatives I may choose to join is separate and independent from Juice Plus+ and can entail separate terms, fees and conditions for membership which have been disclosed to me. I also understand that my participation in any such association or its activities is entirely optional on my part, is not necessary or essential to success in the Juice Plus+ business, and that same should not be presented to me or other independent Juice Plus+ representatives as a necessary condition of training assistance from or involvement with our sponsors or upline leaders.
- 5. I understand that a direct selling program, such as the Juice Plus+ sales program, is a highly competitive business subject to all risks associated with any business venture and that Juice Plus+ makes no guarantees or assurances whatsoever regarding any sales success, income or loss which may result from my activities as a Juice Plus+ Independent Representative. Juice Plus+ therefore cautions new participants not to leave their existing employment to pursue a Juice Plus+ Virtual Franchise full-time until they have had several months experience as an Independent Representative and established a reasonably reliable business.
- 6. I understand that the Juice Plus+ sales program, as set forth in current official literature of Juice Plus+, describes payments of bonuses and commissions based upon my purchase volume and that of my downline. I realize that no one can assure or guarantee me that I will achieve any specific level of earnings as a result of purchasing any products I might choose to order or of otherwise participating in the Juice Plus+ Sales Program.
- 7. I understand that, if I reach the position of Virtual Franchisee, or higher, 1/2 of 1% (.5%) of my bonus and commission earnings will be deducted from my Juice Plus+ Company check each month to support the charitable activities of The Juice Plus+ Foundation. This percentage will be deducted automatically from that point forward, unless I choose not to support the Foundation's work by opting out of this deduction. I understand I may opt out at any time by sending an email request to that effect to Support@JuicePlusFoundation.org.
- 8. I have thoroughly examined a Juice Plus+ Virtual Franchise Application and I am aware that any questions I may have concerning the Juice Plus+ business may be directed to the Business Support Department of Juice Plus+, (901) 850-3000.
- 9. I understand that this agreement is to be governed by the laws of the State of Tennessee without regard to the place of execution or the place of performance thereof and that the parties hereto agree that any and all claims involving this agreement shall be brought solely in the courts of Shelby County Tennessee. The parties hereto consent to venue and jurisdiction as proper in the courts of Shelby County Tennessee. Louisiana residents may choose Louisiana law, venue and jurisdiction. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party may recover reasonable attorneys' fees in addition to any other available remedy. The prevailing party shall be determined by comparing the amount awarded, including interest (if any), with the last settlement position of the respective parties. Offers or demands prior to the last settlement position shall not be considered.
- 10. I understand that Juice Plus+ may in a particular instance waive or decline to enforce rules governing the Juice Plus+ sales program if Juice Plus+ determines in the exercise of good faith and sound business judgment that it is in the overall best interest of the program to do so.
- 11. I understand that Juice Plus+ reserves the right to amend the Juice Plus+ sales program and provisions for Independent Representative compensation as contained in the Profit and Incentive Guide and Rules for Operation of a Juice Plus+ Virtual Franchise from time to time as it deems appropriate. I acknowledge that changes in the Profit and Incentive brochure may affect my percentage of compensation. I agree that at such time such changes occur I may elect either to continue as an Independent Representative subject to the new changes or terminate my Juice Plus+ Virtual Franchise.
- 12. This agreement cannot be amended or modified and no term may be waived except in writing signed by a Juice Plus+ officer. Any attempted amendment, modification, or waiver that does not comply with the preceding sentence shall be void.
- 13. In the event any provision of this agreement is deemed void or unenforceable for any reason, that provision shall be severed and the balance of the agreement shall remain in full force and effect.
- 14. This application form, when processed by Juice Plus+ together with the Rules of Operation of a Juice Plus+ Virtual Franchise contained in form no. 955312 attached, the provisions for Independent Representative compensation contained in the Profit and Incentive Guide, form no. 955710 attached, and when applicable, the provisions of NMD, QNMD and SSC Leadership Covenants, all of which are incorporated herein by reference, constitutes the entire agreement between the applicant and Juice Plus+, and no other promises, offers, representations, agreements or understandings of any kind have been relied upon or shall be binding upon Juice Plus+.

### RULES FOR OPERATION OF A JUICE PLUS+® VIRTUAL FRANCHISE®

- 1. Only authorized Independent Representatives ("Independent Representatives") of The Juice Plus+ Company, LLC ("Juice Plus+") may purchase Juice Plus+ products for resale or participate in the Juice Plus+ Sales Program. Independent Representatives are prohibited from making product sales to persons or entities which are not authorized Independent Representatives when the selling Independent Representative has reason to believe that the purchaser intends to resell the products. Juice Plus+ products may not be sold through retail stores, catalogues, auction websites or other non-personal mass retail sales means.
- Independent Representatives will at all times conduct themselves and their businesses in an ethical, moral, legal and financially sound manner, and will not engage in any activities which would bring disrepute on the good name or image of Juice Plus+, its products, trademarks, brand names or other Independent Representatives.
  - a. Independent Representatives will also agree to refrain from disruptive activities that can cause harm to other Independent Representatives or Juice Plus+. Participating in such activities deemed disruptive by Juice Plus+ is grounds for termination.
- 3. All Independent Representatives are independent contractors and not employees of Juice Plus+. Independent Representatives will not be treated as an employee for federal and state tax purposes. As independent contractors, Independent Representatives may not create or incur any liability of any kind in the name of Juice Plus+ or its affiliates and therefore Independent Representatives are prohibited from making statements, claims, or other representations of any kind suggesting or implying that they have an employment relationship with Juice Plus+.
- 4. Independent Representatives who elect or who are required to operate their businesses under their own state and/or local sales tax licenses are responsible for the collection and remittance of all such sales tax and will indemnify and hold Juice Plus+ harmless regarding any liability incurred by Juice Plus+ due to the failure of the Independent Representative to collect and remit such taxes. Independent Representatives will provide Juice Plus+ with copies of any such sales tax licenses upon request.
- 5. The only prerequisite to becoming an Independent Representative is the completion of a Juice Plus+ Virtual Franchise Application (contract) and payment of the \$50.00 Juice Plus+ Virtual Franchise fee. Independent Representatives must complete their contract by returning an original paper copy of the Application (without any insertions or deletions). Any further purchase of product inventory, sales aids, product samples, websites, services or supplies is strictly optional and not required by Juice Plus+.
- 6. Unless otherwise provided by applicable law, Juice Plus+ will repurchase unsold, currently marketable and commercially resalable Juice Plus+ products from cancelling Independent Representatives who release Juice Plus+ of all claims, in accordance with the following policies:
  - a. For the first 90 days from the date of the original Dealer contract, Juice Plus+ will repurchase Independent Representative's inventory for 100% of the wholesale price, less all earnings that Juice Plus+ has paid to the cancelling Independent Representative as a result of the purchase of the products being returned, and less any accounts receivable balances or other legal claims owed to Juice Plus+ by the cancelling Independent Representative. All costs of shipping will be borne by the cancelling Independent Representative (products must be paid in full).
  - b. After 90 days from the date of the original Dealer contract, for products returned within one (1) year from their date of purchase, the repurchase price will be 90% of the wholesale price, less all earnings that Juice Plus+ has paid to the cancelling Independent Representative as a result of the purchase of the products being returned, and less any accounts receivable balances or other legal claims owed to Juice Plus+ by the cancelling Independent Representative. All costs of shipping will be borne by the cancelling Independent Representative (products must be paid in full).
  - c. For products which are not returned within one (1) year from their date of purchase, the repurchase will be 60% of the wholesale price of the repurchased products, less all earnings that Juice Plus+ has paid to the cancelling Independent Representative as a result of the purchase of the products being returned, and less any accounts receivable balances or other legal claims owed to Juice Plus+ by the cancelling Independent Representative. All cost of shipping will be borne by the cancelling Independent Representative (products must be paid in full).
  - d. Juice Plus+ will not repurchase literature or sales aids more than one year from the date of your dealer contract.
  - e. Montana Independent Representatives who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.
  - f. Louisiana Independent Representatives who cancel are entitled to a 90% refund of any consideration given to participate.
- 7. Juice Plus+ pays no commission or bonuses whatsoever for sponsoring new Independent Representatives.
- 8. In conducting their business, all Independent Representatives will adhere strictly to the following:
  - a. All product purchases by PB or POB qualifying Independent Representatives (see Profit & Incentive Guide) must be resold under the Juice Plus+ Sales Program to their retail customers or personally used.
  - b. Independent Representatives in a leadership position must provide ongoing, professional support to their downline Independent Representatives and assure that each Independent Representative in their downline receives adequate training without separate or additional entry/participation charges or fees. "Adequate training" includes (but is not limited to) education regarding Juice Plus+ Rules and regulations, Sales Program, product information, marketing strategies, sound business practices and ethical behavior. Although privately-produced fee-based training programs and materials may be purchased and used personally and individually by independent representatives, such use is NOT a requirement of the Juice Plus+ business and must never be made the subject of promotion pressure or undue emphasis on downline representatives by sponsors or others in a leadership position.

Independent Representatives should be able to provide evidence to Juice Plus+ upon request of their ongoing compliance with these Rules. Juice Plus+ reserves the right to take disciplinary action (e.g. disqualifying for bonuses, suspension, desponsorship or termination) in situations where it believes an Independent Representative has violated the spirit of these Rules.

- 9. Each Independent Representative must furnish Juice Plus+ with a social security number. If the Juice Plus+ Virtual Franchise is operated as a partnership or a corporation, the person whose signature appears on the application form must be empowered to act for the partnership or corporation and will be treated by Juice Plus+ as the entity's sole authorized representative for all purposes including insurance benefits, if any. If Juice Plus+ earnings are to be paid to a corporation or other business entity, Juice Plus+ must be provided with the entity's Federal Tax I.D. number and the social security number of the person whose signature appears on the application form. Juice Plus+ will not allow more than one Juice Plus+ Virtual Franchise per individual social security number.
- 10. Spouses of existing Independent Representatives may only be sponsored by that existing Independent Representative. In the event of resignation or termination of either spouse, the other spouse's Juice Plus+ Virtual Franchise may be subject to termination or other discipline in the discretion of Juice Plus+ to reduce the likelihood of disruptive influences on other Independent Representatives in the sales organization.
- 11. Independent Representatives must be at least 18 years of age.
- 12. In promoting Juice Plus+ products or the Juice Plus+ Sales Program, Independent Representatives will adhere strictly to the following:
  - a. Only current official Juice Plus+ literature or materials may be used when promoting or describing Juice Plus+ products or when making claims regarding the performance of Juice Plus+ products. Use of any privately produced email, leaflets, brochures, flyers, mailers, door hangers or other such material which promotes the performance or characteristics of Juice Plus+ products or illustrates the Juice Plus+ Sales program is strictly prohibited. Privately produced Audios and Videos of Juice Plus+ meetings and events are prohibited.
  - b. Independent Representatives must not make any verbal claims, express or implied, regarding Juice Plus+ products or the performance of Juice Plus+ products that are not entirely within the claims set forth in current official Juice Plus+ literature.
  - c. Juice Plus+ will not approve or permit use of its name, logo, or trademarks or service marks in any broadcast, newspaper, magazine, or similar media advertising, including without limitation, any Internet Website or other computer generated process advertising.
  - d. If you own an existing site that does not, in any form, reference Juice Plus+ products or opportunity, you can apply for a link to your official juiceplus.com URL by approval from Juice Plus+. All approved links must remain in compliance with the terms of the "Juice Plus+ URL Link Agreement." Any other references, directly or indirectly, to Juice Plus+ products or opportunity is a violation of Juice Plus+ rules.
  - e. The content and purpose of existing sites that apply for a link to an official juiceplus.com site must not be contrary to Juice Plus+'s Corporate strategies and philosophies. This decision is at the sole discretion of Juice Plus+.
  - f. Juice Plus+ products may not be sold through "pay per click" or "bid on search term" search engines.
  - g. Paid placement on Internet search engines is not permitted.
  - h. When registering your official personal juiceplus.com or towergarden.com websites with a search engine, the listing can only contain the standard wording that comes from the official juiceplus.com and towergarden.com websites.
  - i. No mass email, spam, online bulletin boards, web blogs, etc., to unsolicited Customers/Independent Representatives will be permitted.

### RULES FOR OPERATION OF A JUICE PLUS+® VIRTUAL FRANCHISE®

- j. When publishing any content on the Internet that includes direct or paraphrased quotes, thoughts, or ideas, always use citations and link to the original material where applicable. This is especially true when referring to information regarding Juice Plus+ materials. Juice Plus+ will not approve or permit posting of any of its intellectual property including logos, sales materials, images, trademarks, or any other service marks. When publishing any online material through social media sites, linking directly to Juice Plus+'s intellectual property is permitted as long as the material is located on an official Juice Plus+ server and not a third party web site, Juice Plus+ will call for the removal of any postings or content that is in violation of this rule. Juice Plus+ reserves the right to take disciplinary action, if said requests are not complied with. This decision is at the sole discretion of Juice Plus+. Independent Representatives must comply with the letter and spirit of Juice Plus+'s Rules for Operation. You are ultimately responsible and accountable for your online activity. Independent Representatives shall not do anything detrimental to the reputation or image of the Company, its products, Independent Representatives, trademarks, brand names, or goodwill. The judgment of disruptive or detrimental activity is at the sole discretion of Juice Plus+. When participating in an online community, be completely transparent and disclose your true identity and affiliation with Juice Plus+. When posting your opinion, provide links back to official Juice Plus+ servers supporting your opinion. All online activity must remain in compliance with the terms of the "Online Guidelines" available on your Juice Plus+ Virtual Office, or by emailing support(@juiceplus.com.
- k. Income and sales representations such as sales closing ratios or testimonials must be factual, current (within the last six months), and based upon the personal experience of the Independent Representative making the representation. Income representations must not state or imply that any level or amount of income is guaranteed, assured, or easy to achieve.
- Any display, distribution, or other use of copies, facsimiles, or video representations of checks, forms 1099, or similar documents evidencing Juice Plus+ income is strictly prohibited.
- m. All representations, whether written or verbal, made in connection with advertising, promoting, or presenting Juice Plus+ products or the Juice Plus+ Sales Program must comply fully with the applicable laws and regulations of the jurisdiction in which such representations are made or received.
- n. When offering, describing, or conducting the Juice Plus+ Sales Program, Independent Representatives will present and/or conduct the opportunity in its entirety, without material omissions, distortions, or misrepresentations. The making of any additional offers or representations by Independent Representatives in connection with the presentation or conduct of the Juice Plus+ Sales Program is strictly prohibited. Although privately-produced fee-based training programs, tools, supplies or materials may be purchased and used personally and individually by independent representatives, such use is NOT a requirement of the Juice Plus+ business and must never be made the subject of pressure or undue influence on downline representatives by sponsors or others in a leadership position. Moreover, Independent Representatives should never publicly promote the vendor or producer of such services or materials in association with Juice Plus+.
- o. Juice Plus+ will not approve or permit use of alternate Internet URLs or Domain Names from third party domain name registrars that contain brand names, logos, trademarks, service marks, or Juice Plus+ or Tower Garden names.
- 13. In the event of a breach of any of the Rules, Juice Plus+ shall have the right to terminate the breaching Independent Representative's Juice Plus+ Virtual Franchise and shall be entitled to damages and injunctive relief prohibiting any further violation of these Rules. Each Independent Representative must indemnify, defend and hold Juice Plus+ and its affiliates harmless against any claims, costs, losses, damages, liabilities and expenses (including attorneys fees) arising from or connected with, directly or indirectly, Independent Representative's breach or violation of these Rules.
- 14. The term of an Independent Representative's Juice Plus+ Virtual Franchise expires each year on the anniversary date of their original sign-up date. In order to remain an authorized Independent Representative and maintain all of the rights thereof, Juice Plus+ requires the execution of an annual renewal agreement ("Renewal") and the payment of a \$50.00 renewal fee prior to the Independent Representative's anniversary date each year. If the Renewal and fee are not received prior to the anniversary date, the Independent Representative's Juice Plus+ Virtual Franchise shall be suspended, and all of the rights of the Independent Representative, including the rights to receive commissions and bonuses and to sponsor new Independent Representatives, shall be placed on hold. If the Renewal and fee are not received within 90 days after the anniversary date, the Juice Plus+ Virtual Franchise shall be cancelled, and upon such cancellation, any and all commissions and bonuses that have been held by Juice Plus+ shall be forfeited by the cancelled Independent Representative.
- 15. Juice Plus+ strongly discourages sponsor changes. Independent Representatives who wish to change sponsors and have a legitimate reason must wait a period of at least twelve (12) months after resigning before obtaining another Juice Plus+ Virtual Franchise.
- 16. Independent Representatives will always provide their retail customers with a copy of a proper, fully completed sales receipt, and will honor any request by the customer to cancel the transaction within the 3-day period following the date of the transaction.
- 17. No Independent Representative may export or sell directly or indirectly to others who export Juice Plus+'s products, literature, sales aids or promotional material relating to Juice Plus+, its products or the Juice Plus+ Sales Program from the United States or its possessions or territories to any other country. Independent Representatives who choose to sponsor internationally may do so only in countries in which Juice Plus+ operates and must comply fully with the Rules of Operation of a Juice Plus+ Virtual Franchise in that country. Any violation of this Rule constitutes a material breach of this contract and is grounds for immediate termination of the Juice Plus+ Virtual Franchise.
- 18. Absent express written consent by Juice Plus+, no individual Independent Representative may have an ownership interest in, operational or management control of, or derive any benefit directly or indirectly from, any second or subsequent Juice Plus+ Juice Plus+ Virtual Franchise not in the same line of sponsorship as the individual's initial Juice Plus+ business. (See form No. 955710 for definition of "line"). Applications for a waiver of this Rule will be considered by Juice Plus+ only in highly exceptional circumstances in which Juice Plus+ has concluded that such waiver will not adversely impact the existing business interests of the Independent Representatives in both lines affected. Juice Plus+ retains sole and exclusive right to grant or deny Applications and Renewals on terms it deems appropriate in the exercise of good faith and sound business judgment.
- 19. Independent Representatives will not use the name or trademark Juice Plus+, any other trademark or service mark of Juice Plus+ (or any reproduction, counterfeit, copy or colorable imitation of any trademark of Juice Plus+, collectively, "similar marks") as part of any firm, corporate or business name, and shall not use the name or trademark Juice Plus+, any other trademark of Juice Plus+ or any similar marks in any way except as authorized by Juice Plus+ to designate the products purchased from Juice Plus+.
- 20. Independent Representatives acknowledge Juice Plus+'s exclusive right, title and interest in and to the, trademarks, service marks and copyrights in Juice Plus+ materials and literature and shall not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title or interest. Independent Representatives shall not in any manner represent that they have any ownership interest in the Juice Plus+ or Tower Garden names, trademarks or copyrights in Juice Plus+ materials or literature, and shall appropriately show Juice Plus+'s ownership interest thereof and therein. Independent Representatives further acknowledge that their use of the Juice Plus+ or Tower Garden names, trademarks, materials or literature shall not create in favor of the Independent Representative any right, title, or interest therein or thereto, but that all such uses shall inure to the benefit of Juice Plus+.
- 21. Following any termination of a Juice Plus+ Virtual Franchise, the former Independent Representative: (a) shall remove and cease all use of all signs containing the name or trademark Juice Plus+, any other trademark of Juice Plus+ or any similar marks, unless Juice Plus+ exercises its right to repurchase such material granted to it under these rules; (b) shall not use or permit use of the name or trademark Juice Plus+, or any other trademark of Juice Plus+ or any similar marks, in any manner in connection with any business conducted by it or in which it may have an interest, or otherwise as descriptive of or referring to anything other than genuine Juice Plus+ products or merchandise; (c) shall immediately take all appropriate actions requested by Juice Plus+ relating to the Independent Representative's use of Juice Plus+ trademarks; and (d) shall not sell any Juice Plus+ product inventory except to another authorized Independent Representative, to Juice Plus+, or otherwise upon the prior written approval of Juice Plus+. In no case shall any former Independent Representative be permitted to offer any Juice Plus+ product for sale in commerce after his or her Juice Plus+ Virtual Franchise has been terminated.
- 22. An Independent Representative may sell or transfer his or her Juice Plus+ Virtual Franchise to an Independent Representative in Seller's upline or to a non-Independent Representative as long as such non-Independent Representative signs a new Independent Representative application and has not been an Independent Representative for at least twelve (12) months prior to his purchase of the Juice Plus+ Virtual Franchise. All Juice Plus+ Virtual Franchise sales and transfers are subject to Rights of First Refusal accorded to the Seller's upline payline and must be approved in writing by Juice Plus+ before becoming effective. Once an Independent Representative sells his Juice Plus+ Virtual Franchise, he must wait at least twelve (12) months before he may obtain another Juice Plus+ Virtual Franchise.
- 23. In the event of the death of an Independent Representative whose Juice Plus+ Virtual Franchise is in good standing, such Juice Plus+ Virtual Franchise may be transferred to the Independent Representative's heir who is, or, depending on the level of Juice Plus+ Virtual Franchise, following the death of the Independent Representative, becomes actively involved in the operation of the Juice Plus+ Virtual Franchise and who meets the qualifications to be an Independent Representative and signs a new Independent Representative application. All such transfers are subject to the approval in writing by Juice Plus+ in its sole discretion before becoming effective. Juice Plus+ shall not recognize any transfer of a Juice Plus+ Virtual Franchise pursuant to this Rule until the authorized representative of the deceased Independent Representative's estate or the designated heir submits certified copies of the death certificate, will and/or such other instruments reasonably requested by Juice Plus+. Senior Sales Coordinators and above should refer to their covenant for additional information.
- 24. Juice Plus+ shall retain the right to refuse any Juice Plus+ Virtual Franchise Application or Renewal. This decision is at the sole discretion of Juice Plus+.

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# VIRTUAL BANKING ENROLLMENT FORM

# **Authorization Agreement for Automatic Deposits (Credits)**

I hereby authorize The Juice Plus+ Company, LLC to have my commissions and any other amounts it may owe me pursuant to my Juice Plus+ Virtual Franchise deposited directly to the following account, and, if necessary, to initiate debit entries and adjustments for any credit entries made in error.

rsonal Information (plea	se print)	
Name:		
Social Security Number:		or FIN:
Representative Business Name (only if income is paid to a corporation or la	cusiness entity)	
Federal Tax I.D. Number: (only if income is paid to a corporation or lateral terms of the corporation of the		
Phone Number:	Email Address:	
Bank Name:		
Bank Name		
City:	State: Zip: _	
	State: Zip: _	
City: Transit/ABA Number:	State: Zip: _	
City: Transit/ABA Number: Name as it appears on bank acc	State: Zip: _	
City: Transit/ABA Number: Name as it appears on bank acc Account Type: Checking	State: Zip: _	
City: Transit/ABA Number: Name as it appears on bank acc Account Type: Checking Account Number:  derstand that I may terminate this of scent Drive – Collierville, TN 3801	State: Zip: _ count: Savings  greement by providing written no 7-3374. I understand that Juice	

### YOU MUST INCLUDE A VOIDED CHECK WITH THIS AGREEMENT.

You must submit an original of this agreement. NO Facsimile copies will be accepted.

Please mail this form, along with a voided check to:

Juice Plus+ – Attn: Payroll Department 140 Crescent Drive Collierville, TN 38017-3374

# THE Juice PLUS+ COMPANY

Profit & Incentive Guide

Bar Code #955309

Form #955710 Rev. 12/17

# You build your own Virtual Franchise™- one customer at a time.

Under our unique Preferred Customer program, you earn a retail profit each time you add a new Juice Plus+® Preferred Customer order. We ship the product, bill your customer, collect the money, and send it to you automatically each month.

JUICE PLUS+® WHOLE FOOD BASED NUTRITIONAL PRODUCTS	Purchase Volume Credit (PVC)	4 Month Installment (Shipping Included)	Preferred Customer Price	Retail Profit
Juice Plus+® Capsules (Orchard, Garden, and Vineyard)	169.50	71.25	265.00	39.00
Juice Plus+® Capsules (Orchard and Garden)	106.50	44.50	165.00	23.00
Juice Plus+® Capsules (Vineyard)	63.00	28.25	100.00	16.00
Juice Plus+® Capsules (Omega)	78.00	33.25	120.00	16.00
Juice Plus+® Chewables (Orchard, Garden, and Vineyard)	181.50	76.75	280.00	38.00
Juice Plus+® Chewables (Orchard and Garden)	111.00	47.50	170.00	22.00
Juice Plus+® Chewables (Orchard and Garden) Child Serving	55.50	24.50	85.00	11.00
Juice Plus+® Chewables (Vineyard)	70.50	30.75	110.00	16.00
Complete by Juice Plus+® Shake Mix (4 Pouches)	70.50	30.75	110.00	16.00
Complete by Juice Plus+® Shake Mix Single Serving (60 Servings)	77.25	33.25	120.00	17.00
Complete by Juice Plus+® Nutrition Bars (60 Bars)	70.50	32.50	110.00	16.00
Juice Plus+® Chewables Sample Packs	63.00			

TOWER GARDEN BY JUICE PLUS+® PRODUCTS	Purchase Volume Credit (PVC)	Preferred Customer Price	12-Month Installment Price	Retail Profit
Tower Garden® Growing System	352.50	525.00	45.25	55.00
Tower Garden® Family Garden	1,132.50	1,690.00	142.33	180.00
Tower Garden® Community Garden	4,050.00	6,000.00	501.50	600.00
Mineral Blend (A and B)	20.00	40.00		
Extension Kit	35.00	70.00		
Microgreens Extension Kit (available Spring 2018)	44.50	89.00		
Support Cage	30.00	60.00		
LED Indoor Grow Lights	125.00	250.00		

As you add new customers and accumulate volume, you qualify to earn commissions, too. Your goal should be to become a Juice Plus+\* "Virtual Franchisee" as quickly as possible, preferably within your first 60 days in the business under our "Fast Track" program.

To become a: You accumulate or "Fast Track" by accumulating
DIRECT DISTRIBUTOR (6% commission) \$2000 in PVC over time \$500 in PVC in your first 30 days
VIRTUAL FRANCHISEE (14% commission) \$6000 in PVC over time \$2000 in PVC in your first 60 days

Remember that the business you accumulate does not have to be generated only by your own customers; you also get credit for business generated by other new Representatives you bring into the business. Your only other requirement to earn these positions is to have \$500 in "Personal PVC" (Purchase Volume Credit in your number) in your qualifying month. (Please refer to definitions.)

# Qualify to earn even more by duplicating your efforts with others.

In addition to your retail profit, Juice Plus+® continues to increase your sales commissions and/or offer special "Performance" and "Promote-Out" Bonuses as you add new Independent Representatives to your organization and continue to build your Virtual Franchise.

Here's what you can earn:				
As a:	Sales Commission	Performance Bonus	Promote-Out Bonus	Business Incentive Bonus*
Virtual Franchisee (VF)	14%	5% for 4 generations		
Sales Coordinator (SC)	22%	5% for 4 generations	4%	
Senior Sales Coordinator (SSC)	22%	5% for 4 generations	4%	20%
Qualifying National Marketing Director (QNMD	<b>))</b> 22%	5% for 5 generations	4%	20%
National Marketing Director (NMD)	22%	5% for 5 generations	4%	20% + Benefits

<sup>\*</sup> Percentage of earnings

	Here's how to quality for it:		
Virtual Franchisee (VF)	\$2,000 in PVC in your first 60 days OR \$6,000 in total accumulated PVC \$500 in "Personal PVC" (Purchase Volume Credit in your number) in qualifying month		
Sales Coordinator (SC)	\$8,000 in PVC in your first 6 months  Must be Performance Bonus Qualified (PBQ)  \$500 in "Personal PVC" (Purchase Volume Credit) in qualifying month  2 of 3 lines must be at the Virtual Franchise level (Special Rules Apply)  OR  \$12,000 in total accumulated PVC  3 Direct Distributor lines		
Senior Sales Coordinator (SSC)	\$9,000 in total "payline" PVC during any one month 3 "lines" with a Virtual Franchisee (or higher) in each 1 of 3 lines must have a Sales Coordinator 2 of 3 lines must be Performance Bonus Qualified No more than 2/3 of your qualifying PVC from 1 line		
Qualifying National Marketing Director (QNMD)	\$20,000 in total accumulated "payline" PVC during any on month 4 "lines" with a Virtual Franchisee (or higher) in each 3 of 4 lines must have a Sales Coordinator 3 Sales Coordinator lines must be Performance Bonus Qualified 2 of 3 Sales Coordinator lines must be Promote Out Bonus Qualified no more than 2/3 of your qualifying PVC from 1 line		
National Marketing Director (NMD)	\$33,000 in total "payline" PVC during any one month 5 "lines" with a Sales Coordinator (or higher) in each 5 "lines" must be Performance Bonus Qualified 3 of 5 lines must be Promote Bonus Qualified no more than 2/3 of your qualifying PVC from 1 line		

# **Definitions & Explanations**

- 1. Purchase Volume Credit (PVC) is the portion of the price that applies for qualifications and commissions.
- 2. Your Personal PVC is the amount of PVC purchased under your Independent Representative number each month.
- 3. Your downline is all of the Independent Representatives below you in your Juice Plus+ Virtual Franchise.
- 4. A line is each independent segment of your downline. Each line begins with an Independent Representative you personally sponsor (Frontline) and represents a new and separate "line" in your organization. For commissions, bonuses or promotion qualification purposes a Working Line is a VF or higher with 6 or more active (3-5 customers) representatives that are commission qualifying in that line.
- 5. Your Juice Plus+ Performance Bonus Volume is the total of your Personal PVC combined with the Personal PVC of other Independent Representatives in each line of your sales organization who have not yet reached the position of Virtual Franchisee and who are not under a Virtual Franchisee (or higher) in your organization.
- 6. To qualify to earn a Sales Commission in a given month you must have at least \$90 in Personal PVC that month.
- 7. A qualifying month is the month in which you meet the qualifications for a particular position in the Profit & Incentive Plan.
- 8. An effective month is the month immediately following a qualifying month in which you become eligible to earn the various commissions, bonuses, and other benefits associated with the position you have qualified for.
- 9. Performance Bonus (PB) is a 5% bonus you can begin to earn once you reach the position of Virtual Franchisee. (See"Performance Bonus" below.)
- 10. A generation is a group of Independent Representatives between PB qualifiers down to and including the next PB qualifier upon which Performance Bonus is paid.
- 11. Payline is the total PVC upon which Performance Bonus is paid in any particular month.
- 12. Promote-Out Bonus (POB) is an additional 4% bonus you can begin to earn once you reach the position of Sales Coordinator. (See "Promote-Out Bonus" below.)
- 13. Business Incentive Bonus (BIB) is another bonus you can begin to earn once you reach the position of Senior Sales Coordinator. It is equal to 5% 20% of your monthly earnings, subject to Team Structure, based on working legs, a minimum earnings requirement and a maximum bonus amount.
- 14. Excess PVC is the amount of PVC generated in any given month in excess of the PVC you need to qualify for a particular bonus in that month. (Excess PVC may be carried over to the next month only and used to qualify for that bonus.)
- 15. Your Sales Coordinator "open downline" is all of the Independent Representatives between you and the next Sales Coordinator (or higher) below you in each line of your organization.

#### **Performance Bonus (PB)**

Once you become a Virtual Franchisee, you are eligible to earn a Performance Bonus (PB) each month on up to 5 generations of Independent Representatives in each of your lines depending on your position in the Juice Plus+ organization. There are 3 ways to qualify for Performance Bonus:

- 1) by generating at least \$1000 in PVC that month (including Excess PVC from the immediate prior month). This qualifies you to earn PB on up to 3 PB-qualified generations in each line.
- 2) by generating at least \$1000 in PVC that month (including Excess PVC from the immediate prior month) AND having at least 4 different lines with a PB qualifier in each line. This qualifies you to earn PB on up to 4 PB-qualified generations in each line.
- 3) by having at least 5 different lines with a PB qualifier in each line with NO PVC requirement. This qualifies you to earn PB on up to 4 PB-qualified generations as a Virtual Franchisee, Sales Coordinator, or Senior Sales Coordinator and on up to 5 PB-qualified generations as a QNMD or NMD.

### **Promote-Out Bonus (POB)**

Once you become a Sales Coordinator, you become eligible to earn a Promote-Out Bonus (POB). POB is equal to 4% of the PVC purchased not by your own Sales Coordinator "open downline," but by the "open" downline of the first Sales Coordinator (or higher) in each of your lines down to and including the "open downline" of the first POB-qualified Sales Coordinator (or higher) in each line. (If the first Sales Coordinator in a line is POB-qualified then your POB bonus PVC begins and ends with the "open downline" of that first Sales Coordinator.) There are 3 ways to qualify for Promote-Out Bonus:

- 1) by generating at least \$3000 PVC in YOUR OWN "open" downline that month (including Excess "open downline" PVC from the immediate prior month).
- 2) by generating at least \$1500 PVC in YOUR OWN "open downline" that month (including Excess "opendownline" PVC from the immediate prior month) AND having at least 2 different lines with a POB-qualified Sales Coordinator (or higher) in each line.
- B) by having at least 3 different lines with a POB-qualified Sales Coordinator (or higher) in each line with NO "open downline" PVC requirement.