

NEW APPLICANT DISCLOSURES AND ACKNOWLEDGMENTS

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

1. I understand that in order to become a Juice Plus+ Independent Partner, I must complete an application and pay a \$52.00 application fee and that apart from these conditions, there are no other payments or purchases I must make to become an Independent Partner. 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 P+ and QSC; \$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 inventory 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+ Business 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 Partner (if other than my sponsor), and upline Independent Partners, including, but not limited to, National Marketing Directors, are Independent Partners 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+ Business. 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 Partners 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+ Partners 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+ Business, 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 Partner. Juice Plus+ therefore cautions new participants not to leave their existing employment to pursue a Juice Plus+ Business full-time until they have had several months experience as an Independent Partner 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 QSC, 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+ Business 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 Partner compensation as contained in the Compensation Plan and Rules for Operation of a Juice Plus+ Business from time to time as it deems appropriate. I acknowledge that changes in the Compensation Plan may affect my percentage of compensation. I agree that at such time such changes occur I may elect either to continue as an Independent Partner subject to the new changes or terminate my Juice Plus+ Business.
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 for Operation of a Juice Plus+ Business, the provisions for Independent Partner compensation contained in the Compensation Plan, and when applicable, the provisions of NMD, QNMD, SSC and QSSC 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+® BUSINESS

1. Only authorized Independent Juice Plus+ Partners (“Partners”) of The Juice Plus+ Company, LLC (“Juice Plus+”) may purchase Juice Plus+ products for resale or participate in the Juice Plus+ Compensation Plan. Partners are prohibited from making product sales to persons or entities which are not authorized Partners when the selling Partner 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.
2. Partners 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 Partners.
 - a. Partners will also agree to refrain from disruptive activities that can cause harm to other Partners or Juice Plus+. Participating in such activities deemed disruptive by Juice Plus+ is grounds for termination.
3. All Partners are independent contractors and not employees of Juice Plus+. Partners will not be treated as an employee for federal and state tax purposes. As independent contractors, Partners may not create or incur any liability of any kind in the name of Juice Plus+ or its affiliates and therefore Partners 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. Partners 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 Partner to collect and remit such taxes. Partners will provide Juice Plus+ with copies of any such sales tax licenses upon request.
5. The only prerequisite to becoming a Partner is the completion of a Juice Plus+ Business Application (contract) and payment of the \$52.00 Juice Plus+ Business fee. 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 Partners 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 Partner contract, Juice Plus+ will repurchase Partner’s inventory for 100% of the wholesale price, less all earnings that Juice Plus+ has paid to the cancelling Partner 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 Partner. All costs of shipping will be borne by the cancelling Partner (products must be paid in full).
 - b. After 90 days from the date of the original Partner 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 Partner 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 Partner. All costs of shipping will be borne by the cancelling Partner (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 Partner 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 Partner. All cost of shipping will be borne by the cancelling Partner (products must be paid in full).
 - d. Montana Partners who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.
 - e. Louisiana Partners 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 Partners.
8. In conducting their business, all Partners will adhere strictly to the following:
 - a. All product purchases by PB or POB qualifying Partners (see Compensation Plan Phase 1 and Phase 2 documents) must be resold under the Juice Plus+ Compensation Plan to their retail customers or personally used.
 - b. Partners in a leadership position must provide ongoing, professional support to their downline Partners and assure that each Partner 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, Compensation Plan, 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 Partners, 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 Partners by sponsors or others in a leadership position.

Partners 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 a Partner has violated the spirit of these Rules.

9. Each Partner must furnish Juice Plus+ with a social security number. If the Juice Plus+ Business 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+ Business per individual social security number.

10. Spouses of existing Partners may only be sponsored by that existing Partner. In the event of resignation or termination of either spouse, the other spouse's Juice Plus+ Business may be subject to termination or other discipline in the discretion of Juice Plus+ to reduce the likelihood of disruptive influences on other Partners in the sales organization.

11. Partners must be at least 18 years of age.

12. In promoting Juice Plus+ products or the Juice Plus+ Compensation Plan, Partners will adhere strictly to the following:

- a. Only current official Juice Plus+ literature or materials may be used when promoting, describing, or making claims regarding the performance of Juice Plus+ products. Do not make any product claims involving diseases or medical conditions. Do not create your own Juice Plus+ promotional resources. 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+ Compensation Plan is strictly prohibited. Privately produced audios and videos of Juice Plus+ meetings and events are prohibited.
- b. Partners 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. Do not portray Juice Plus+ products as weight loss products.
- c. Juice Plus+ will not approve or permit use of its name, logo, trademarks or service marks in any broadcast, newspaper, magazine, or similar media advertising, including without limitation, any online or digital advertising. You cannot use paid advertising to promote Juice Plus+ products or the Juice Plus+ business. This includes pay-per-click advertising, keyword bidding, and paid placement on search engines. Do not participate in media interviews or respond to media inquiries. Media inquiries should be directed to the Contact Us section of juiceplus.com or towergarden.com.
- 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. 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.
- g. No mass email, spam, online bulletin boards, web blogs, etc., to unsolicited Customers/Partners will be permitted.
- h. When publishing content online that includes direct or paraphrased quotes, thoughts, or ideas, always use citations and link to the original material where applicable. Do not share the Juice Plus+ experiences of others second-hand. 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. You are not permitted to use the Juice Plus+ or Tower Garden brand names in the names of social media profiles or social media groups. When posting on social media, linking directly to Juice Plus+'s intellectual property is permitted as long as it is official Juice Plus+ content and not from a third-party source. Juice Plus+ may call for the removal of any post or content that is in violation of this rule and reserves the right to take disciplinary action for noncompliance. This decision is at the sole discretion of Juice Plus+. Partners must comply with the letter and spirit of these rules. You are ultimately responsible and accountable for your online activity. Partners shall not do anything detrimental to the reputation or image of the Company, its products, Partners, 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+ material supporting your opinion. All online activity must remain in compliance with the rules for operation of a Juice Plus+ business.
- i. 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 Partner making the representation. Do not make income claims. Do not state or imply that any level or amount of income is guaranteed, assured, or easy to achieve.
- j. 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.
- k. All representations, whether written or verbal, made in connection with advertising, promoting, or presenting Juice Plus+ products or the Juice Plus+ Compensation Plan must comply fully with the applicable laws and regulations of the jurisdiction in which such representations are made or received.
- l. When offering, describing, or conducting the Juice Plus+ Compensation Plan, Partners 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 Partners in connection with the presentation or conduct of the Juice Plus+ Compensation Plan is strictly prohibited. Although privately-produced fee-based training programs, tools, supplies or materials may be purchased and used

personally and individually by Partners, 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 Partners by sponsors or others in a leadership position. Moreover, Partners should never publicly promote the vendor or producer of such services or materials in association with Juice Plus+.

- m. Juice Plus+ will not approve or permit use of alternate Internet URLs or Domain Names from third party domain name registrars that contain our brand names, logos, trademarks, service marks, or Juice Plus+ or Tower Garden names.

13. When using any social media or social networking platforms, such as Facebook, Instagram, or Twitter, to promote Juice Plus+ products and/or business opportunity, all Juice Plus+ Partners:

- a. should clearly identify themselves as an "Independent Juice Plus+ Partner".
- b. may not use the Juice Plus+ trademarks as part of their usernames, group names, business pages or site names.
- c. may share their own individual story, photos and videos regarding their personal experience with Juice Plus+ in compliance with the Rules regarding Intellectual Property and Claims.
- d. may share, repost, hashtag, or link to official company posts and websites. As well as company provided and approved promotional images, videos and business support materials.
- e. have to comply with data privacy rule when posting, sharing or reposting stories, photos or videos of other Juice Plus+ Partners or individuals.
- f. may illustrate or market the Juice Plus+ products. However, pricing information or promotional offers may not be shown or conducted on social media platforms. All sales transactions must be made on the official Juice Plus+ company e-commerce sites.
- g. unsolicited commercial communications such as spamming or tagging are prohibited. You must ensure that you have permission to contact people and honor any requests that you may receive to cease contact
- h. may not perform sales or recruiting activities on public sites, such as: public forums, groups, message-boards, blogs or comment-sections. If someone expresses interest in the Juice Plus+ products or business opportunity, you should follow up privately via personal communication.
- i. may not post derogatory or negative comments about other persons, companies, or products of other companies.
- j. must comply with all privacy laws and social media platforms' policies terms of use, terms and conditions, guidelines or other similar terms.
- k. The Juice Plus+ Company reserves the right to be included as an official administrator of any social media group used to promote the Juice Plus+ products and/or business opportunity. Juice Plus+ Partners agree to add the designated corporate employees upon our request. Once a Facebook Group size exceeds 100 members, the group must be disclosed to the JP+ Compliance team by sending a link and your specific group's name to compliance@juiceplus.com

14. In the event of a breach of any of the Rules, Juice Plus+ shall have the right to terminate the breaching Partner's Juice Plus+ Business and shall be entitled to damages and injunctive relief prohibiting any further violation of these Rules. Each Partner must indemnify, defend and hold Juice Plus+ and its affiliates harmless against any claims, costs, losses, damages, liabilities and expenses (including attorney's fees) arising from or connected with, directly or indirectly, Partner's breach or violation of these Rules.

15. The term of a Partner's Juice Plus+ Business expires each year on the anniversary date of their original sign-up date. In order to remain an authorized Partner and maintain all of the rights thereof, Juice Plus+ requires the execution of an annual renewal agreement ("Renewal") and the payment of a \$52.00 renewal fee prior to the Partner's anniversary date each year. If the Renewal and fee are not received prior to the anniversary date, the Partner's Juice Plus+ Business shall be suspended, and all of the rights of the Partner, including the rights to receive commissions and bonuses and to sponsor new Partners, shall be placed on hold. If the Renewal and fee are not received within 90 days after the anniversary date, the Juice Plus+ Business 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 Partner.

16. Juice Plus+ strongly discourages sponsor changes. Partners 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+ Business, unless he or she is a Partner who has not signed up another Partner. In this case, a waiting period of six (6) months is required before obtaining another Juice Plus+ Business. During the waiting period, there should be no promotion or sales of Juice Plus+ products or business opportunity, no entitlement to earnings or bonuses, no sponsoring, no attendance at any Juice Plus+ event and no operation of any other Juice Plus+ business. Juice Plus+ reserves the right to reject any reapplication, in its sole and absolute discretion, for any reason.

17. Partners 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.

18. No Partner 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+ Compensation Plan from the United States or its possessions or territories to any other country. Partners 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+ Business 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+ Business.

19. Absent express written consent by Juice Plus+, no individual Partner 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+ Business not in the

same line of sponsorship as the individual's initial Juice Plus+ business. 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 Partners 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.

20. Partners 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+.

21. Partners 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. Partners 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. Partners further acknowledge that their use of the Juice Plus+ or Tower Garden names, trademarks, materials or literature shall not create in favor of the Partner any right, title, or interest therein or thereto, but that all such uses shall inure to the benefit of Juice Plus+.

22. Following any termination of a Juice Plus+ Business, the former Partner: (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 Partner's use of Juice Plus+ trademarks; and (d) shall not sell any Juice Plus+ product inventory except to another authorized Partner, to Juice Plus+, or otherwise upon the prior written approval of Juice Plus+. In no case shall any former Partner be permitted to offer any Juice Plus+ product for sale in commerce after his or her Juice Plus+ Business has been terminated.

23. A Partner may sell or transfer his or her Juice Plus+ Business to a Partner in Seller's upline or to a non-Partner as long as such non-Partner signs a new Partner application and has not been a Partner for at least twelve (12) months prior to his purchase of the Juice Plus+ Business. All Juice Plus+ Business sales and transfers are subject to Rights of First Refusal accorded to the Seller's upline payable and must be approved in writing by Juice Plus+ before becoming effective. Once a Partner sells his Juice Plus+ Business, he must wait at least twelve (12) months before he may obtain another Juice Plus+ Business.

24. In the event of the death of a Partner whose Juice Plus+ Business is in good standing, such Juice Plus+ Business may be transferred to the Partner's heir who is, or, depending on the level of Juice Plus+ Business, following the death of the Partner, becomes actively involved in the operation of the Juice Plus+ Business and who meets the qualifications to be a Partner and signs a new Partner 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+ Business pursuant to this Rule until the authorized representative of the deceased Partner's estate or the designated heir submits certified copies of the death certificate, will and/or such other instruments reasonably requested by Juice Plus+. Qualifying Senior Sales Coordinators and above should refer to their covenant for additional information.

25. Juice Plus+ shall retain the right to refuse any Juice Plus+ Business Application or Renewal. This decision is at the sole discretion of Juice Plus+.