

INTERNATIONAL FRANCHISE-PARTNER AGREEMENT

1. BASIS OF COOPERATION:

1.1. The company The Juice PLUS+® Company Ltd. (hereinafter referred to as Juice PLUS+) sells healthy nutritional food products to consumers by way of direct selling. The Juice PLUS+ distribution system consists of Franchise Partners offering the products of Juice PLUS+ by way of direct selling to consumers for purchase. The system is based on the Juice PLUS+ compensation plan. This plan determines the tasks of the Franchise Partners by their respective functional position within the distribution organization. Furthermore, the Juice PLUS+ compensation plan determines the performance requirements a Franchise Partner must fulfill in order to reach the functional positions available within the organization and to obtain the rewards for the successful fulfillment of his contractual duties.

1.2. The Franchise Partner and Juice PLUS+ will cooperate in the implementation and realisation of the Juice PLUS+ distribution system and the protection of the integrity of the system. Within this scope the Franchise Partner will carry out his activities in person as an independent, self employed businessman. This means that only a natural person can become a Franchise Partner (**In-Person Rule**). This person acts only its own name and not by a third person or under the name of a third person. Such person must observe the specific rules of the Juice PLUS+ distribution system, the Juice PLUS+ compensation plan and the guidelines issued by Juice PLUS+ (Juice PLUS+ manual and social media codex). The compensation plan and the guidelines shall form an integral part of this Agreement.

2. REGISTRATION, TASKS AND STATUS OF THE FRANCHISE PARTNER:

2.1. REGISTRATION

The contract will be deemed concluded **offline** if the Franchise Partner has sent the enclosed application form after completion of all items and signature (without modifications, additions and/or deletions) together with potential documents or self certifications to Juice PLUS+ if locally required and Juice PLUS+, at its discretion and after revision of the fulfillment of the requirements stated below, has expressly accepted the application by mail or email. The contract will only be deemed concluded **online** if the Franchise Partner has completed all items of the official online registration form published on the internet by Juice PLUS+, confirmed the terms of the contract by clicking on the respective button and sent it to Juice PLUS+, and if Juice PLUS+ has confirmed and accepted the application by email. The Juice PLUS+ manual and the compensation plan may be downloaded and printed when concluding the contract online.

2.2. MINIMUM REQUIREMENTS FOR THE CONCLUSION OF A CONTRACT

- a) The applicant must have full legal capacity.
- b) The applicant, his or her spouse/life partner and/or family members living with him or her in the same household must not have been active during the past 12 months (1 year) in a Juice PLUS+ organisation and not have sent in an application through another sponsor. In case of infringement against the In-Person-Rule (point 1.2), Juice PLUS+ is entitled to terminate this contract without notice or to restructure the downline.
- c) There must not exist any personal reasons with regard to the applicant which are contrary to the economic interests of Juice PLUS+. Mainly the applicant may not be insolvent, no insolvency proceeding may be pending and/or the applicant may not be previously convicted.
- d) The applicant must pay the Juice PLUS+ annual administrative fee set forth under number 2.6 d.

2.3. TASKS

- a) Sales activity: The Franchise Partner sells Juice PLUS+ products or promotes the collection of purchase orders (Italy) of those products among private consumers by way of direct selling. In addition, the Franchise Partner facilitates contracts for delivery to the end users' homes by way of direct selling.
- b) Setting up of a sales team: The Franchise Partner shall set up and take care of a sales team. This sales team shall exclusively be dedicated to the sale of products to end users. In this regard, the Franchise Partner shall take the marketing plan as guidance.

2.4. STATUS AND STATUS OBLIGATIONS

- a) The Franchise Partner is basically a self employed businessman who register his business with the municipal authority or the

local tax office (Spain). In Belgium, this applies in particular to the registration at Banque-Carrefour des Entreprises via "Guichet d'entreprise agréé" (http://economie.fgov.be/fr/entreprises/vie_entreprise/Creer/Guichets_entreprises_agrees/#.U9iZ9qM3Pis).

- b) The Franchise Partner shall submit to Juice PLUS+ his registration for sales tax purposes, where required.
- c) The Franchise Partner shall be responsible for fulfilling his other obligations as a businessman, in particular the payment of taxes, and for taking out insurance against his professional and personal risks (third-party liability, accident, health and disability insurance for illness or old age). He also will comply with local social security requirements in his own responsibility.
- d) In France the Franchise Partner has the status of a VDI (Vendeur à Domicile Indépendant). The Franchise Partner shall register his business with the commercial register once he has been active as a VDI for an uninterrupted period of three years and when his commissions exceed the social security contributions by 50% each year. Juice PLUS+ shall calculate the social security contributions for French distributors every three months on the basis of the quarterly sales figures of the Franchise Partner, including markups and commissions. Juice PLUS+ withholds the contributions of the Franchise Partner and calculates the share to be paid by Juice PLUS+ on the basis of the individual compensation of the Franchise Partner. Both shares are then paid by Juice PLUS+ to Unions de Recouvrement des Cotisations de Sécurité Sociale et d'Allocations Familiales (URSSAF).
- e) In Italy the Franchise-Partner's status is IVDD (Incaricato alla Vendita Diretta a Domicilio). JuicePLUS+ will calculate the income tax and social security based on the respective commissions.

2.5. DISTRIBUTION TERMS

- a) Franchise Partners may generally choose their distribution territory at their discretion in all countries opened up by Juice PLUS+, provided that Juice PLUS+ has officially launched its products in these territories. The countries and the documents related to them are published on Virtual Office. In the case of international customer contacts, the documents and forms available for the respective countries are to be used.
- b) For the distribution of products the Franchise Partner must ensure that the presentation of the products is adequate for dietetic products and dietary supplements, also through using health experts. If a form of distribution does not offer customer advice or is inadequate for the image of the products, it is not suitable for this purpose. This applies in particular to the sale on weekly markets, bazaars and Internet auctions (e.g. eBay). In order to protect its franchise system, in case of contravention Juice PLUS+ reserves the right to terminate the contractual relationship with immediate effect.
- c) Spouses, life partners and other family members living in the same household may only be active as Franchise Partners within one and the same distribution group/downline.

2.6. BEHAVIOUR WITH REGARD TO CONSUMERS, OTHER DUTIES, LICENSE

- a) The Franchise Partner must refrain from any behavior that misleads the customer about the reason of being contacted and must promptly end a sales conversation when this is desired by the customer. Without the customer's express consent the Franchise Partner shall not contact end users by telephone or email. Within the scope of his activity as a Franchise Partner, the Franchise Partner shall not pursue purposes other than his business activities (e.g. religious, political or ideological purposes).
- b) Orders, including the administration fee, exceeding an amount of GBP 200.00 (UK) or € 290.00 (Ireland) are not accepted during the first seven days from signing this contract from Franchise Partners residing in the UK or Ireland. Furthermore, the order volume of the Franchise Partner in all countries is limited to an amount of € 3,000.00 during the first 30 days after signing.
- c) The Franchise Partner shall ensure that the products distributed by him are only distributed in the product version admitted in the respective country. The Franchise Partner is not allowed to export or import products or change their labeling.
- d) The Franchise Partner shall pay to Juice PLUS+ an annual license fee in the amount of £ 49.99. For this fee the Franchise Partner will receive support from Juice PLUS+ in the distribution of products and management of end users. In the event that Juice PLUS+ should not accept the application, the administration fee already paid will be refunded. After a period of one

calendar year (January 1st - December 31st), the license fee is payable again to Juice PLUS+. If the application is submitted to Juice PLUS+ after 25th of September, an additional license fee will not be payable for the following calendar year. In case of SEPA-debiting the Franchise Partner will be pre-notified 5 days before debiting. If the license fee is not settled or not settled in due time, Juice PLUS+ shall reserve the right to terminate the Franchise Partnership agreement with immediate effect.

3. ADVERTISING, SALES PROMOTION AND INTERNET:

3.1. When carrying out his contractual activities, the Franchise Partner shall introduce himself with his business title as an "independent Franchise Partner/VDI (for France).../IVDD and make sure his/her personal IVDD ID card ("Tesserino") is clearly exhibited (for Italy)" and, if any, with the position he has reached within the organization. He shall not use the company name or the Juice PLUS+ trademark or any other trademarks and product names of Juice PLUS+ unless they are used for Juice PLUS+ advertising or sales promotion measures or their use has been approved by Juice PLUS+.

3.2. When carrying out his sales activities and setting up his business, the Franchise Partner shall not make statements about the products and the sales system of Juice PLUS+ that do not correspond to those contained in the official advertising and sales promotion documents of Juice PLUS+.

3.3. The creation and commercial use of internet websites for the presentation of products and/or the distribution system shall only be permitted with Juice PLUS+'s written approval. Such websites must be created in accordance with Juice PLUS+'s specifications. In particular, in order to avoid misunderstandings, it must be ensured that the website of the Franchise Partner is not confused with the official Juice PLUS+ website.

3.4. Juice PLUS+ operates its own Juice PLUS+ websites on various social media platforms, such as Facebook, YouTube and Twitter. These websites are regularly updated. In order to avoid any confusion, the Franchise Partner is not allowed to register and/or operate his own social media websites under the name Juice PLUS+ or similar business designations, trademarks or designs/logotypes owned by Juice PLUS+, both separately or combined with another business designation. Juice PLUS+'s social media codex is part of this contract.

3.5. The domain and email addresses of the Franchise Partner must not contain the names Juice PLUS+ or any other trademarks or business designations of Juice PLUS+.

3.6. When carrying out his business activities, the Franchise Partner shall use, distribute or recommend to the members of the distribution organisation exclusively documents that have been issued by Juice PLUS+ in printed, electronic or in other form. The Franchise Partner may only use his own advertising or PR material, regardless of the form in which it is published, if such material corresponds with the samples made available by Juice PLUS+ for this purpose or has been approved in writing by Juice PLUS+. This applies in particular to the marketing plan. The information regarding reward must be transparent and must not be exaggerated. When using an individual internet website, the Franchise Partner shall place a link to the official Juice PLUS+ website and realise product sales (his shop sales) exclusively through the Juice PLUS+ website.

4. COMPETITION AND SECRECY:

4.1. The Franchise Partner shall be allowed to sell other products and services where such offers do not compete with the current product range offered by Juice PLUS+. However, it is not allowed to present or promote these offers together with the product range offered by Juice PLUS+ at the same sales or promotion events. The Franchise Partner shall inform Juice PLUS+ in writing of any such additional sales activities.

4.2. The Franchise Partner shall not induce other Juice PLUS+ Franchise Partners to sell other products or services, or otherwise promote such products or services in addition to or instead of their Juice PLUS+-business activities. This shall also apply if such offers do not compete with the products offered by Juice PLUS+.

4.3. The Franchise Partner shall maintain secrecy during and beyond the termination of this contractual relationship in respect of all information about Juice PLUS+, the other companies of the Juice PLUS+-group, the product range and distribution system of which he has obtained knowledge, unless such information is publicly accessible. This obligation shall include all data and particulars about the members of the distribution organization, whether or not these members belong to the downline set up by the Franchise Partner. Furthermore, the Franchise Partner may use such information exclusively for the purposes of Juice PLUS+.

5. COMPENSATION:

5.1. Through his distribution activities and the markup (if possible) he obtains, the Franchise Partner achieves gross retail sales which form the basis of his profit.

5.2. As compensation for setting up a distribution organisation, the Franchise Partner earns commissions and furthermore other compensation which are calculated in accordance with the compensation plan on the basis of the sales figures achieved by the members of his downline. The Franchise Partner shall review the statements remitted to him and promptly inform Juice PLUS+ of any objections. Any abuse to reach earnings by infringement against the In-Persona-Rule or the use of faked addresses will lead to the termination of the contract. In the event an instalment order goes into credit collection the Franchise Partner acknowledges and agrees that the relevant order commission will not be earned.

5.3. Due to the organizational structure of The Juice PLUS+ Company, distributors in UK, Italy, Switzerland and Denmark are asked to submit their VAT registration number - if applicable - to the company in order to receive VAT on their commission pay-out.

6. TAKING BACK OF PRODUCTS ORDERED BY CONSUMERS:

6.1. Juice PLUS+ grants consumers the statutory right of revocation within a period of 14 days starting with the delivery of products. The instruction concerning this right is printed on the customer order form. Since the products are not only sold by Juice PLUS+ but also - with the exception of Italy - by the Franchise Partner to the consumers, the Franchise Partner is obligated to apply this consumer-friendly rule also to his customers. If a customer returns products to the Franchise Partner due to the information about his right of revocation, the Franchise Partner on his part shall be entitled to return these products to Juice PLUS+. The Franchise Partner shall ensure in his own interest that the provisions contained in the instruction on the right revocation are complied with by the consumer. Juice PLUS+ is not obligated to take back products that are not returned in compliance with the provisions contained in the instruction on the right of revocation.

7. TERM AND TERMINATION OF THE AGREEMENT:

7.1. This agreement shall be entered into for an indefinite period of time.

7.2. Each party may give notice of termination of this agreement in compliance with the statutory provisions.

7.3. In addition, each party may terminate this agreement for cause with immediate effect where maintaining the contractual relationship until the next date of termination is unacceptable to a party due to the conduct of the respective other party. A warning prior to termination is not required, provided that the breach and its consequences cannot be remedied or provided that the kind and extent of the impending damage requires termination of the contractual relationship with immediate effect.

7.4. In case of termination of the agreement by the Franchise Partner Juice PLUS+ will buy back all products purchased by the Franchise Partner during the past 12 (twelve) months. In such case, the Franchise Partner will be reimbursed 90% of the net value of the original purchase price, less shipping costs. This requires, however, that the products are in an up-to-date, resalable, absolutely undamaged condition with unopened packaging. The sell-by-date of food products must still be valid for at least six months. Juice PLUS+ will deduct from the amount to be paid back to the Franchise Partner all commissions, bonuses, dis-

counts and other premiums that had been granted for the returned products.

7.5. After the termination of the contract, the Franchise Partner, his or her spouse, life partner and/or other members of his or her household may not apply for a new partnership before the expiration of a period of 12 months. In case of infringement against the In-Person-Rule (point 1.2), Juice PLUS+ is entitled to terminate this contract without notice or to restructure the downline.

7.6. Upon the termination of the contract, the distribution structure of the Franchise Partner (downline composed of customers and Franchise Partners) will be transferred to the next up-line level above him. Only in case of number 8.2. shall a different provision apply.

8. TRANSFER OF THE CONTRACTUAL LEGAL POSITION, DEATH OF THE FRANCHISE PARTNER, CHANGE OF THE SPONSORING LINE:

8.1. Juice PLUS+ shall be entitled to transfer its contractual legal position at any time to a successor company which continues its contractual business activity in the same way and subrogates to all existing rights and obligations. If the Franchise Partner does not consent to such transfer and promptly communicates this to Juice PLUS+, the contractual relationship shall end as of the next possible date of termination.

8.2. The tasks and duties of a Franchise Partner must always be carried out in person. Accordingly, the contractual relationship will end with the death of the Franchise Partner. However, Juice PLUS+ may offer an heir submitting a certificate of inheritance that he may assume the legal position of the Franchise Partner, provided that in the opinion of Juice PLUS+ the heir fulfills the necessary requirements.

8.3. A change of the sponsoring line to which the Franchise Partner was assigned due to the sponsor he designated in the registration form (cross sponsoring) is not possible. It is not permitted for Franchise Partners to induce others to change the sponsoring line.

9. STATUTE OF LIMITATION:

9.1. Any claims arising under this contractual relationship shall become statute-barred 1 year from their due date or 1 year from the date the person entitled to such claim has obtained knowledge of the facts giving rise to it, unless the party's lack of knowledge is due to gross negligence.

10. MODIFICATION OF CONTRACTUAL PROVISIONS OR GUIDELINES, WRITTEN FORM, APPLICABLE LAW, JURISDICTION:

10.1. Should Juice PLUS+ find that due to the interest of both parties in the continuance of the company or its marketing it is necessary to modify the provisions of this agreement, the compensation plan or the manual, the Franchise Partner will be informed of such modification in writing or online with due time in advance. In such letter, the Franchise Partner will be informed of the date of entry into force of such modification and of its effectiveness, unless the Franchise Partner objects to such modification in writing/by email within a period of one month from the receipt of such letter. In the event that the parties are not able to reach a mutual agreement, Juice PLUS+ and the Franchise Partner shall terminate the contractual relationship as of the next date of termination.

10.2. Individual modifications and amendments between the parties must be made in writing in order to be effective. This shall also apply to the written-form requirement itself.

10.3. Place of jurisdiction shall be the place of residence of the Franchise Partner. All claims and disputes arising from this agreement shall be governed by the law of the place of residence of the Franchise Partner.

11. FINAL PROVISIONS:

11.1. The parties to the contract confirm that this agreement, the

compensation plan the Social Media Codex and the manual are the only contractual agreements they have entered into.

11.2. In the event that any provision hereunder should be invalid, this does not affect the validity of the remaining provisions of this contract.