

Plexus® Brand Ambassador
Agreement

This Plexus Brand Ambassador Agreement sets out the terms of the agreement between an independent Plexus Brand Ambassador (“Brand Ambassador” “I” “me” “my” or “myself”) and Plexus Worldwide, LLC and its parent, subsidiary and affiliated companies and businesses (together “Plexus”). Capitalized terms used in this Agreement as defined terms shall have the meaning set out in this Agreement or in the Plexus Policies and Procedures.

The parties agree as follows:

1. Agreement. “Agreement” shall mean this Plexus Brand Ambassador Agreement, [Policies and Procedures](#), [Compensation Plan](#), any country or situation-specific addendum(s), the Corporate and Business Entities Application form (if any), [Privacy Policy](#) and [Website Terms of Service](#) and any other written agreement between the Brand Ambassador and Plexus. These documents in their current form, and as amended by Plexus periodically, are incorporated by reference into the Agreement and together form the entire agreement between me and Plexus. If there is a conflict between the Plexus Brand Ambassador Agreement and any other document or terms, the Plexus Brand Ambassador Agreement govern and control.
2. Acceptance. I shall become a Brand Ambassador when Plexus receives payment of the Plexus Brand Ambassador sign-up fee and accepts my application. I understand that Plexus may decide not to accept my application.
3. Independent Contractor. I understand that as a Brand Ambassador, I am an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Plexus. This means that Plexus will not withhold or deduct any federal or state taxes from my compensation unless Plexus is required by law to do so.
4. Term. The Agreement will start on the date I am accepted as a Brand Ambassador and end after one (1) year. I can ask Plexus to renew the Agreement for another year by paying the current Plexus Annual Membership renewal fee (“PAM”). I understand that Plexus may decide not to renew my Agreement.
5. Termination. I may terminate this Agreement for any reason at any time by giving Plexus written notice. If I terminate the Agreement within thirty (30) days of sign up I will be entitled to a full refund of the sign up-fee and any other fees paid in connection with the Agreement. I understand that if the Agreement is terminated at any time, and for any reason, return and repurchase of Products shall be in accordance with this Agreement and the terms and process set out in the Policies and Procedures. If I violate the Agreement Plexus may suspend me as a Plexus Brand Ambassador and/or terminate this Agreement. If the Agreement is terminated for any reason, I understand that I will permanently lose all rights as a Brand Ambassador. After termination I will have no rights to Commissions, bonuses and other compensation or any interest in my prior Plexus sales organization (“Downline Organization”).
6. Credit Card Transactions. I authorize Plexus to charge my primary credit card on file for any product purchases and/or my PAM. If the primary credit card on file declines or cannot be charged any other reason, if I have other credit cards on file, I agree Plexus may charge another credit card on file”). If I do not have a valid payment method on file, I authorize Plexus to deduct the PAM from any Commissions due to me or credited to my account

7. No Guarantee of Income. I understand that Plexus does not guarantee that I will make any income or that my Plexus business will be profitable. I shall not represent to others that a Brand Ambassador is guaranteed an income or profitability. I understand that my income is dependent on the sale of Plexus Products to the end-user. I have reviewed and understand the [Plexus Income Disclosure Statement](#). I have read the Income Disclosure Statement guide found in the help center in my virtual office and confirm that I understand how to use the Income Disclosure Statement in my business.
8. Product and Opportunity Representations. I will not make false, misleading, or unsubstantiated statements about Plexus Products or the Plexus business opportunity. I will operate my Plexus business in an ethical manner and abide by all federal or state laws, regulations, and guidance. I agree that I will not make statements about the actual or potential earnings of any Plexus Brand Ambassador at any time other than those contained in the current Income Disclosure Statement.
9. Release and Indemnification. I release Plexus and its directors, officers, shareholders, members, partners, employees, agents, and assigns (together referred to as “Released Parties”) from all claims for consequential, exemplary or punitive damages arising out of Plexus’ performance of its obligations under the Agreement. I indemnify the Released Parties from any claims or liability arising from my Plexus business. This includes liability from representations about Plexus Products, the Plexus business opportunity, driving a motor vehicle, or the rental or use of meeting or training facilities for my Plexus business.
10. Sales Tax / Value-Added Tax. I understand and agree that Plexus shall collect all applicable sales, use, goods and services, and value-added taxes on the Suggested Retail Price of all taxable items sold to me.
11. Amendment of the Agreement. Except for the Dispute Resolution provision in Section 16, I understand that Plexus may amend the Agreement and the documents referenced in the Agreement at any time. Amendments shall be effective when published on the Plexus website at <https://plexusworldwide.com> (“Plexus Website”), in my virtual office or when sent to me via e-mail. The continuation of my Plexus business, including the acceptance of compensation from Plexus, shall constitute my acceptance of the amendments.
12. Use of Personal Information / Commercial Electronic Messages. I consent to Plexus collecting and using my personal information under the Plexus Privacy Policy. I also consent to Plexus sending me commercial electronic messages and SMS text messages. I acknowledge that I can revoke my consent at any time by emailing privacy@plexusworldwide.com or by contacting Plexus Customer Service at cs@plexusworldwide.com or 480-998-3490 (English) 480-374-4998 (Spanish). Plexus requires access to certain personal information and the ability to send commercial electronic messages to support my business. I understand that if I wish to continue as a Brand Ambassador, I may not be allowed to revoke this authority to collect and use personal information or withdraw my consent to Plexus to send commercial electronic messages and/or SMS text messages.
13. Use of Name / Likeness. I agree that Plexus may use my name, likeness, and personality to promote the Plexus business in all media methods including testimonials, radio, television, DVD, DVD-ROM, CD, CDROM, cable, satellite, print, Internet, Internet streaming and social media. I agree that Plexus shall own all rights to my personal testimonials, photographs/likeness and any work created from them. I release Plexus, its representatives, employees, officers, members, partners, directors, agents from any liability and any claims that relate to the any use of my personal testimonials, name and/or photographs/likeness for any purpose.

14. Ethics. I understand that Plexus is a family-oriented business that expects me to conduct myself with the highest ethics and integrity and in accordance with applicable law. I confirm that I have never been convicted of an indictable offense, charged with a crime involving moral turpitude or violated a court order.
15. Supervision and Training. I agree that I must supervise and train those Brand Ambassadors I sign up/sponsor. This means I must have regular communication with my Downline Organization.
16. Direct Selling Association. Plexus is proud to be a pending applicant for membership of the Direct Selling Association ("DSA") and complies with its Code of Ethics. Plexus requires that Brand Ambassadors are familiar with, and comply with, the DSA Code, which can be found by clicking on the link on the Plexus Website.
17. Dispute Resolution Policy.
 - a. If a dispute arises between me and Plexus, its officers, employees, members, partners, Brand Ambassadors, or vendors or arising out of any Products sold by Plexus, I agree that we will attempt in good faith to resolve the dispute in an amicable and mutually satisfactory manner.
 - b. If the dispute is not amicably resolved, either Party may serve a notice of arbitration ("Notice of Arbitration") on the other Party by personal delivery or by prepaid registered mail, courier, facsimile transmission, or email. Notice shall be effective on its receipt by the Party to whom it is addressed. The Notice of Arbitration shall be dated, and, without prejudice to any right under the applicable rules permitting subsequent modifications, shall specify the claims or issues which are to be arbitrated. The Parties shall schedule an arbitration to occur in Maricopa County, Arizona, U.S.A. within forty-five (45) days of receipt of the Notice of Arbitration.
 - c. THE PARTIES SPECIFICALLY AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF THE DISPUTE IN A TIMELY, EFFICIENT AND COST- EFFECTIVE MANNER, THEY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SHALL SETTLE THEIR DISPUTE SOLELY BY SUBMITTING THE CONTROVERSY TO BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("A.A.A.") THEN IN EFFECT, EXCEPT THAT ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE.
 - d. The Parties shall attempt to select a mutually agreeable arbitrator from A.A.A.'s Panel of Arbitrators. If the Parties cannot agree on an arbitrator or an arbitrator is not selected by agreement within five (5) business days of receipt of the Notice of Arbitration and paying of the filing fees, an arbitrator shall be selected in accordance with the Commercial Rules of A.A.A.
 - e. The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction to enter the judgment. Either Party may participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of this Dispute Resolution Policy shall be governed by Arizona law, without regards to Arizona's conflict of laws principles.
 - f. The Parties agree that any arbitration proceeding will be conducted on an individual, not a classwide, basis, and that any proceeding between the Parties may not be consolidated with another proceeding between one of the Parties and any other entity or person. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO CLASS- WIDE TREATMENT OF ANY CLAIM COVERED BY THE AGREEMENT AND DISPUTE RESOLUTION POLICY.

- g. The Parties further expressly agree that (i) the arbitrator shall only reach his/her decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, in Maricopa County, Arizona, (iii) the Party in whose favor the arbitration award is rendered shall be entitled to recover all costs and expenses of the arbitration including, but not limited to, legal fees, expert or other professional fees, and the cost and expense of administration of the arbitration proceedings, and any costs and legal fees incurred in executing on or enforcing the arbitration award, and (iv) the arbitral award shall be issued in Maricopa County, Arizona, U.S.A.
 - h. The Parties, A.A.A., and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose to any other person not directly involved in the arbitration process:
 - (i) the substance of, or basis for, the controversy, dispute, or claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration; or (iii) the terms or amount of any arbitration award. A.A.A. and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality unless the law provides to the contrary.
 - i. Except as provided in the following sentences, no party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this Dispute Resolution Policy, either party may apply to a court of competent jurisdiction in Maricopa County, Arizona, to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive relief to arbitration. Judgment upon the award may be entered by the United States District Court or Maricopa County Superior Court located in the State of Arizona, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be, if the Arbitrator's award or decision is not complied with within seven (7) days of the Arbitrator's decision.
 - j. Notwithstanding the foregoing, if I am resident in Louisiana, I may choose to arbitrate disputes in Louisiana and Louisiana law will govern the Agreement.
 - k. Arbitration in accordance with the terms of this Dispute Resolution Policy shall be the sole and exclusive procedure for resolution of disputes between the parties, including any disputes that might arise after termination of this Agreement.
 - l. Notwithstanding the foregoing, any revision, modification, amendment to, or termination of the Dispute Resolution Policy shall not apply to a dispute of which Plexus has actual notice of prior to the effective date of such revision, modification, amendment, or termination. The effective date of any such revision, modification, amendment or termination shall be thirty (30) days after the revision, modification, amendment or termination is posted on the Plexus Website at www.plexusworldwide.com or notified to the Brand Ambassador via email.
18. Assignment. This Agreement sets out my rights and interests in my Plexus Business. I may not assign this Agreement or any right or obligation under the Agreement. If this Agreement is properly assigned it will

bind and benefit my successors and assigns. Plexus may assign this Agreement to an associated company or entity.

19. **Waiver.** No waiver of a breach of any term of this Agreement by me or Plexus will be considered a waiver of a further breach of the same term or of any other term
20. **Invalidity.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid the rest of the Agreement will remain in full effect.
21. **Integration.** This Agreement, and the documents incorporated by reference, set forth the entire understanding and agreement between me and Plexus.
22. **Headings.** Titles and headings used in this Agreement are for reference purposes only and shall not be used to interpret this Agreement.
23. **Notices.** All required notices must be in writing and will be considered given when delivered personally, by email or by registered or certified mail, return receipt requested, addressed as follows (or to any other address as either party may specify in writing: (i) If to Plexus: Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258, Attention: Legal Department or via email to legal@plexusworldwide.com; (ii) If to the Brand Ambassador: to the current address or email address listed in the Brand Ambassador's profile page in the virtual office.
24. **Trademarks, Domain Names and Social Media Sites.** As a Plexus Brand Ambassador, I am allowed to use the Plexus name, Plexus trademarks, copyrighted material, and other Plexus intellectual property for my Plexus business and in approved advertising. I may not use the Plexus name, trademarks, or other Plexus materials if I terminate this Agreement and I am no longer a Plexus Brand Ambassador. While I am a Plexus Brand Ambassador, I must not use Plexus trademarks or any names or images that are similar to the Plexus trademarks in any way that is not related to Plexus. This includes use in a business name, email address, domain name or sub-domain name, social media site name, URL, telephone number or in any other address or title.
25. **Refunds / One-Year Buy Back.**
 - a. **60-Day Satisfaction Guarantee.** If a Brand Ambassador or customer is dissatisfied with a Plexus product, they may obtain a full refund within sixty (60) days of the date of purchase by contacting customer service. Plexus will honor one refund request per product unless the product was received in a damaged or defective condition. Commissions paid to the Brand Ambassador or her/his upline on the refunded product may be debited from the Brand Ambassador's account and if applicable, the Brand Ambassador's upline accounts.
 - b. **One-Year Buy Back.** If the Agreement is terminated by me or by Plexus, Plexus will repurchase (less appropriate set offs, legal claims, if any, and a \$15.00 restocking fee) currently marketable Products purchased for resale, promotional materials, sales aids, tools, and kits purchased by me in the twelve (12) months prior to the date on which my Agreement is terminated. Products are "currently marketable" if they are commercially reusable and within the applicable shelf-life period. If Plexus advised me when I purchased them that the Products were seasonal, discontinued, or special promotion Products I may not return them for buy-back.
26. **Compensation Plan.** I will, if eligible, receive bonuses and/or Commissions from sales to my personal customers (including Retail and VIP Customers), and from my personal sales and sales by my Downline Organization under the current Plexus Compensation Plan. Plexus may vary or change eligibility

requirements in the Compensation Plan. As a Plexus Brand Ambassador to receive bonuses and /or Commissions, I will place primary emphasis upon the sale of Products to non-Brand Ambassador customers. Commission rates may be adjusted for promotional, discontinued, or seasonal product pricing. If I do not submit my Social Security Number, do not claim payments or Plexus is unable to transfer funds to me for any reason Plexus may charge a reasonable, monthly administration fee, which I agree may be debited from my Brand Ambassador account balance until the balance on my account is zero.

27. Force Majeure. If either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, epidemic, pandemic, government act or order, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, that party shall not be liable to the other for any damages resulting from failure to perform.

By my signature or my acceptance online, I confirm that **I have read, understand, and agree to the terms of this Agreement.**