

PLEASE READ THESE TERMS CAREFULLY. BY PARTICIPATING IN THE PLEXUS® VIP CUSTOMER PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. NOTE THAT SECTION 11 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECTS YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PARTICIPATE IN THE PLEXUS VIP CUSTOMER PROGRAM.

PLEXUS VIP CUSTOMER AGREEMENT TERMS AND CONDITIONS United  
States

Effective February 16, 2022

1. Introduction. The Plexus VIP Customer Program allows You, as a VIP Customer, to purchase products from Plexus Worldwide, LLC and its affiliated companies (collectively “Plexus”) at a preferential price and earn Perks Credits as well as referring people to Plexus products and earning Product Credits based on the purchases of Plexus products made by those You introduce. These Plexus VIP Customer Agreement Terms and Conditions (“VIP Agreement”) explain the terms of your participation in the Plexus VIP Customer Program.
2. Becoming a VIP Customer. To become a VIP Customer, You must have reached the age of majority where you reside, normally 18 years or older, and reside in a country where Plexus conducts business and sells products. You must complete the online sign-up process at [www.plexusworldwide.com/join](http://www.plexusworldwide.com/join) for new VIP Customers or in your online My Account for converting Retail Customers or Plexus Brand Ambassadors. This includes reading and agreeing to this VIP Agreement, the [Plexus Perks Rewards Program Terms](#), (for new product subscription orders, if applicable,) the [Product Subscription Terms](#), the [Website Terms of Use](#), and [Privacy Policy](#); selecting a user name and password for login (if You do not already have an active account) and paying your first VIP Customer Membership sign-up fee via valid credit or debit card or linking to another payment method currently accepted by Plexus (“Payment Method”). You may only hold one (1) VIP Customer account and it is personal to You and non-transferable. The VIP Customer Membership sign-up fee is paid on sign up and then the VIP Plexus Annual Membership renewal fee (“VIP PAM renewal fee”) is charged each year thereafter on the anniversary of your sign up as a VIP Customer.
3. Benefits as a VIP Customer. As a VIP Customer, You will receive the following benefits:
  - Welcome Kit with customized information designed for VIP Customers;
  - Up to a 25% discount on Plexus products;
  - One-time access to purchase a Welcome Pack of Plexus products within your first 30 days of VIP Customer membership. Limit one (1) per VIP Customer on first sign up as a VIP Customer only;

- Automatic product order subscription for your favorite Plexus products, which allows You to participate in the Plexus Perks Rewards Program (not available in Mexico or New Zealand) and earn Perks Credits.
- Earn Product Credits and other incentives when those You refer make Plexus purchases as Retail and VIP Customers; and
- Access to a Resources page designed for VIP Customers.

#### 4. Ordering Products as a VIP Customer.

To be eligible to receive the benefits of a VIP Customer membership, You must maintain an active Plexus product subscription order (“Subscription”).

Getting Started. When You create your VIP Customer online My Account, You will select your Plexus products for your monthly Subscription and will agree to the [Product Subscription Terms](#). This will allow You to automatically receive your favorite Plexus products each month. You can choose from a wide variety of pre-selected product combination recommendations or combine a selection of individual products of your choosing.

If You have an active Plexus Subscription as a Preferred Customer, Retail Customer or as a Plexus Brand Ambassador and are converting to be a VIP Customer the product selection in your existing Subscription will continue each month unless You elect to change it or cancel it. If your status changes the price of the products in your Subscription will be adjusted to reflect the benefits of your new status.

Perk Credits: You will also be able to earn Perk Credits based on your Subscription under the Plexus Perks Rewards Program. Your participation in the Plexus Perks Rewards Program is subject to the [Plexus Perks Rewards Program Terms](#). If You cancel your VIP Customer Membership or it is terminated by Plexus, or your Subscription order(s) total less than 100PV, You will lose any Perk Credits You have accumulated three (3) days after cancellation or change to your subscription order. Perk Credits have no cash value and are non-transferable. The Plexus Rewards Program is not available to residents of dependent territories of the United States, Mexico or New Zealand.

Product Credits: While You are **NOT** a Plexus Brand Ambassador and may not resell Plexus products or earn compensation under the Compensation Plan, You will be given a unique webbased referral ID that allows You to refer your friends and family to Plexus products. You may earn Product Credits and other incentives when those You refer make their first Plexus purchase as a Retail and/or VIP Customer. Product Credits can be redeemed towards your own Plexus products and special offerings, as made available by Plexus from time to time in its discretion as follows:

Eligibility: Product Credits can be earned by VIP Customers that have agreed to the VIP Customer Agreement. You can view and manage your Product Credits in your online My Account.

Earning Product Credits: You will earn Product Credits based on the first order made by a Retail Customer and/or a VIP Customer You refer to Plexus.

You will earn Product Credits based on the purchases of the VIP Customers You refer as follows:

Product	Product Credit Value
Basic Welcome Pack	\$20
Advanced Welcome Pack	\$25
All Other eligible Product(s)	10% of purchase price on first order

You will earn Product Credits of 10% of the purchase price on the first purchase of each Retail Customers You refer.

You will not receive any Product Credits for orders of eligible products after the first order. Product Credits will be issued at the time in which the first such order is placed and are earned when redeemed or banked by You. For combined orders of a Welcome Pack and other eligible products only the Welcome Pack is eligible to earn Product Credits.

All potential Product Credits are subject to verification by Plexus and You will not earn Product Credits for any activities that in Plexus's discretion violate this VIP Agreement or are otherwise fraudulent, deceptive, or abusive. Product Credits will begin to be accrued from the date on which You enroll and agree to this VIP Agreement and You will not receive any Product Credits for purchases by Retail or VIP Customers referred by You before your sign up as, or conversion to a VIP Customer.

Effect of Refunds: Orders by Retail Customers or VIP Customers You refer that are refunded will be deducted from your Product Credits. If You request a refund on products that were purchased using your Product Credits, the Product Credits will be refunded back into your balance of Product Credits in your My Account. Product Credits cannot fall below a zero balance. Your Product Credits balance will be shown in your online My Account.

Promotional Activities and Events: From time to time, Plexus, or others acting with Plexus' permission, may offer You opportunities to earn bonus Product Credits, such as by inviting You to engage with Plexus in promotional events or activities in exchange for Product Credits (collectively, "Promotional Activities"). Whether to offer such Promotional Activities is at the discretion of Plexus. Any Promotional Activities (and the terms of each Promotional Activity) may be communicated to You via email, via your online My Account, or any other form of communication as determined by Plexus. Product Credits for participation in Promotional

Activities will be awarded as described in the applicable promotional offer and will be subject to any additional terms stated in the promotional offer.

Using or Redeeming Product Credits:

a. Timing: Product Credits are available to redeem or bank on Sunday 12.00 am EST immediately following the day on which your referred Retail or VIP Customer places their first order and any time thereafter during the term of this VIP Agreement. You can earn a maximum of \$599 in Product Credits each calendar year.

b. Redemption Instructions: Available banked Product Credits will automatically be applied to the total amount of your next order. If the total amount exceeds the Product Credit balance available then the remaining balance will be paid by charging your Payment Method. If the Product Credit balance available exceeds the total amount of your order, then the unused Product Credit balance will remain banked on your My Account to be redeemed against future product purchases. If Product Credits are applied against a purchase but the purchase is not able to complete then the Product Credits will be added back to your My Account for future redemption. Delivery of products using Product Credits is subject to applicable taxes and shipping fees which Plexus may, but is not obliged to permit, be paid using Product Credits, and will otherwise be charged to your Payment Method on file. Product Credits are promotional, may only be redeemed on eligible products, are not redeemable for cash, and have no cash value. Your Product Credits are personal to You and may not be sold, transferred (by operation of law or otherwise), or assigned to, or shared with, family, friends or others, or used by You for any commercial purpose. You are responsible for any taxes related to your participation in the VIP Customer Program.

Product Credits Expiration and Surrender: If You do not redeem your Product Credits within sixty (60) days Plexus may deduct \$2 per month from the value of your Product Credits until the balance reaches zero or You redeem some or all of your banked Product Credit. Product Credits cannot fall below a zero balance.

Plexus reserves the right to discontinue or change the benefits or change terms applicable to how Product Credits are earned, calculated, or redeemed.

Individual Orders: In addition to your Subscription, You may also place individual orders by logging in to your VIP Customer online My Account.

Plexus charges sales tax (where applicable) and shipping fees on orders based on purchase price and shipment location.

5. 60 Day Money Back Guarantee. Plexus is committed to quality products for all its customers and wants to ensure your satisfaction. If You are not satisfied with your Plexus product purchase, You

may request an exchange or refund within sixty (60) days of purchase by calling Customer Service at 480-998-3490 and returning the unused portion of your product to Plexus at 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258. Only products purchased directly from Plexus by VIP Customers are eligible for exchange or refund. Replacement products supplied under this guarantee may not be returned.

Refund or exchange amount is based upon the purchase price paid at the time of sale, applicable sales tax (if any), and shipping costs. Product refunds will be credited to the original Payment Method in accordance with the [Plexus Returns Policy](#).

6. Term. This VIP Agreement will begin when Plexus accepts your VIP Customer sign up with an email acknowledgment and will remain in full force and effect for one (1) calendar year from the date of your sign up and acceptance by Plexus. THIS VIP AGREEMENT WILL AUTOMATICALLY RENEW ON YOUR ANNIVERSARY DATE FOR ADDITIONAL ONE (1) YEAR TERMS, UNLESS CANCELLED. YOU WILL RECEIVE AN EMAIL NOTIFICATION OF YOUR UPCOMING RENEWAL AT LEAST THIRTY (30) DAYS IN ADVANCE OF YOUR RENEWAL DATE.
7. Payment Authorization. By agreeing to this VIP Agreement and paying your VIP Customer sign-up fee and VIP PAM renewal fee, You certify that You are the owner or an authorized user of the Payment Method You provide to Plexus for the sign-up fee and any VIP PAM renewal fees and/or subsequent purchases of Plexus products or other payments to Plexus.

When You sign up as a VIP Customer, Plexus will charge your Payment Method used to create your My Account for your VIP Customer membership fee and then on an annual basis will automatically charge your Payment Method for the VIP PAM renewal fee. Your annual VIP PAM renewal fee will be \$19.95 plus applicable taxes.

If You are a Plexus Preferred Customer converting to be a VIP Customer, Plexus will not charge your Payment Method for the VIP Customer sign-up fee but will charge your Payment Method for the VIP PAM renewal fee on the anniversary of your conversion to VIP Customer membership and annually thereafter.

If You set up a new Product order Subscription when You sign up as a VIP Customer, Plexus will also charge your Payment Method for the first order on sign up and then on a monthly basis will automatically charge your Payment Method for each monthly product Subscription order. Your monthly product Subscription charge will be the same amount as your first Subscription order, not including taxes and/or shipping fees unless You change your Subscription order online through your online My Account. Taxes and shipping charges may change over time.

You authorize Plexus to debit the Payment Method on record for the then-current fees of: VIP Customer membership sign-up fee, VIP PAM renewal fee on your anniversary date, individual product purchases or Subscription(s), if any, and all applicable taxes and shipping fees.

If Plexus is unable to complete charges for your sign-up fee, any subsequent VIP PAM renewal fees and any individual or Product order Subscription with the Payment Method You used to create your VIP Customer account or Product order Subscription as applicable, You authorize Plexus to update your My Account with another Payment Method in your My Account and to charge that Payment Method as the default Payment Method for your fee(s), Subscription(s), order(s) or other payment due to Plexus.

8. Termination. You can cancel your VIP Customer membership at any time by contacting Plexus Customer Service by telephone at 480-998-3490, by email at [cs@plexusworldwide.com](mailto:cs@plexusworldwide.com), through your online account, or by mail to 9145 E. Pima Center Parkway, Scottsdale AZ 85258. Your cancellation notice must be received by Plexus at least twenty-four (24) hours before your next applicable charging date.

Plexus reserves the right to immediately cancel or suspend your VIP Customer account if it reasonably believes your account is being used in a fraudulent manner, in violation of this VIP Agreement or any other Plexus agreement applicable to You, or if it finds You hold more than one VIP Customer account. Plexus further reserves the right to cancel the VIP Customer program and/or your participation in the VIP Customer program, in whole or in part, at its sole discretion and at any time upon notice to You via your online account or by email to You. You should not rely on continued existence of the VIP Customer program.

9. Becoming a Brand Ambassador. VIP Customers who make at least one referral of a new VIP Customer have the option, but not the requirement, to become Plexus Brand Ambassadors and earn compensation under the [Plexus Brand Ambassador Agreement](#), which includes the [Compensation Plan](#) and [Policies and Procedures](#). If You choose to become a Plexus Brand Ambassador, You must enroll under the same Sponsor as your VIP Customer membership. Only after termination of your VIP Agreement and a further six (6) month waiting period will You be allowed to enroll under a different Sponsor. (Please note: If a VIP Customer You refer to Plexus chooses to become a Plexus Brand Ambassador, that VIP Customer will initially remain in your line of sponsorship. However, if that individual reaches the level of Senior Silver and You do not convert to a Plexus Brand Ambassador by the end of the following calendar month, that individual and their downline will be removed from your line of sponsorship.) You may elect to become a Plexus Brand Ambassador on sign up as a VIP Customer or at any time thereafter but Plexus will not accept your Brand Ambassador application until You have made at least one referral of a new VIP Customer or Retail Customer who purchases from Plexus. Converting VIP Customers will not receive Product Credits on their first referral if they have elected on sign up as a VIP Customer to

convert to be a Plexus Brand Ambassador; however, the first referral will earn any applicable commissions under the [Compensation Plan](#). If You choose to bank Product Credits and subsequently convert to become a Plexus Brand Ambassador, You will earn Plexus Points under the Compensation Plan on any purchases by your referrals in the same month as You become a Plexus Brand Ambassador.

10. Privacy and Your Personal Data. You understand and acknowledge that You and your activity as a VIP Customer are subject to the [Plexus Privacy Policy](#) and [Terms of Use](#), which are incorporated into and a material part of the VIP Agreement. You acknowledge that You have read and understand the Terms of Use and the Privacy Policy, and consent to the use of any personal information that You provide according to the terms of this VIP Agreement and the Privacy Policy. When You disclose personal data as part of the VIP Customer Program sign up process, as well as other personal data disclosed in conducting your activities as a VIP Customer, You acknowledge that this information is necessary to allow Plexus to fulfill our contractual obligations to You and the Plexus network of Retail and VIP Customers, Plexus Brand Ambassadors and suppliers, vendors and service providers. The data collected is used by Plexus internal and authorized external service providers, suppliers and vendors taking part in the operation and management of the distribution network. You consent to the disclosure of your name, telephone number(s), e-mail address(es), shipping address(es) and other contact information listed on your VIP Customer sign up application or profile as updated, and information regarding your Plexus purchases (excluding Payment Method information), to internal departments, authorized service providers, your Sponsor, upline Brand Ambassadors and the Plexus support team. You agree that Plexus or a person acting on its behalf may contact You by telephone, text messaging, and email, and You consent and agree to being contacted in this manner at the telephone number(s) and email address(es) that You provide. Your carrier's standard rates will apply for calls and text messages. If You wish to opt out of promotional emails, You can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself or by going to your Plexus online virtual office to manage your subscriptions and deselect the types of information You do not wish to receive. You will continue to receive emails regarding business related transactions regardless of the email subscriptions that are chosen. If You wish to opt out of promotional calls or texts, You may do so by going to your My Account to manage your subscriptions and deselect the types of information You do not want to receive, or by responding as indicated to allow for opting out on the text itself. You may opt out of promotional telephone calls by simply requesting to be placed on our do not contact list. You may also opt out of texts by replying STOP or calls by contacting Customer Service at 480-998-3490 or by email at [cs@plexusworldwide.com](mailto:cs@plexusworldwide.com) You acknowledge that You are not required to consent to receive promotional, emails, texts or calls as a condition of being a VIP Customer. BY SUBMITTING YOUR APPLICATION TO BECOME A VIP CUSTOMER, YOU AUTHORIZE PLEXUS, ITS AFFILIATES, ITS SERVICE PROVIDERS, PLEXUS BRAND AMBASSADORS, AND REPRESENTATIVES, TO CONTACT YOU BY PHONE,MAIL, AND EMAIL CONCERNING PLEXUS RELATED MATTERS.

11. Dispute Resolution/Arbitration/No Class Action.

- a. If a dispute arises relating to this Agreement or any relationship, contractual or otherwise, between or among You and Plexus, its officers, employees, members, partners, Ambassadors, or vendors or arising out of any products sold by Plexus, You and Plexus (collectively the "Parties" and each a "Party") agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.
- b. If such efforts are unsuccessful for any reason, either Party may serve a notice of arbitration ("Notice of Arbitration") on the other Party. Notice of Arbitration will be personally delivered or sent by prepaid registered mail, courier, facsimile transmission, email or by such other means of telecommunication that provides a record of sending the Notice of Arbitration and will be effective on receipt thereof by the Party to whom it is addressed. The Notice of Arbitration will be dated, and, without prejudice to any right under the applicable rules permitting subsequent modifications, will specify the claims or issues which are to be arbitrated. The Parties will 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 elect to 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 class-wide, 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 THIS 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 an 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 7 days of the arbitrator's decision.
- j. 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 VIP Agreement.
- k. Notwithstanding the foregoing, any revision, modification, amendment to, or termination of the Dispute Resolution contained in this VIP Agreement 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](http://www.plexusworldwide.com).

12. **No Assignment.** This VIP Agreement and your VIP Customer account are personal to You. You may not assign, transfer or delegate any rights or responsibilities associated with your VIP Agreement and account without the prior written consent of Plexus. Any attempt to transfer or make such assignment or delegation without prior written consent of Plexus is ineffective and void. Plexus reserves the right to transfer or assign any or all of its rights and to delegate any or all of its duties under this VIP Agreement.
13. **Governing Law.** The VIP Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, USA.
14. **Severability and Waiver.** All clauses and covenants contained in this VIP Agreement are severable, and if any provision of this VIP Agreement is found to be invalid or unenforceable by any court of competent jurisdiction, then such invalidity or unenforceability will not invalidate or render unenforceable the remainder of the VIP Agreement. The VIP Agreement will be construed as if it did not contain the particular invalid or unenforceable provision or provisions, and the remainder of the VIP Agreement will be enforced. Failure of Plexus to enforce any of the provisions in this VIP Agreement shall not be deemed a waiver of their enforceability or prevent Plexus from future enforcement of any provisions of this VIP Agreement.
15. **Amendment.** Plexus may adjust or amend this VIP Agreement at any time, (including all applicable terms, conditions, limitations and requirements on the Plexus Website), without notice to you. YOUR CONTINUED PARTICIPATION AFTER PLEXUS CHANGES THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR VIP AGREEMENT.
16. **Entire Agreement.** The VIP Agreement and any agreements or terms and conditions referenced in and incorporated into this VIP Agreement constitutes the entire understanding and agreement between Plexus and You regarding your VIP Customer membership.

If You have any questions or if You are dissatisfied with the VIP Customer Program in any way, please contact Customer Service by calling 480-998-3490.