International Bonus Pool Promotion OFFICIAL RULES CANADA

Plexus International Bonus Pool Promotion Terms and Conditions

To help Plexus International Bonus Pool Promotion ("IBP Promotion") participants (each a "Participant") fully understand the IBP Promotion, the following Terms and Conditions have been prepared as a reference. These provisions will govern participation in the IBP Promotion and it is the Participant's responsibility to read and understand all of them. Plexus Canada Limited Partnership ("Plexus") may change the IBP Promotion rules, conditions, benefits, or awards pertaining to the IBP Promotion at any time without notice. The IBP Promotion bonus and associated benefits may be subject to taxes. Any required disclosure and tax liability is each Participant's sole responsibility. Participation in the IBP Promotion and the receipt of the IBP Promotion bonuses are void where prohibited by law, and are subject to applicable government regulations. These Terms and Conditions are governed by the laws of the State of Arizona. These Terms and Conditions of IBP Promotion https://helpcenter.plexusworldwide.ca/hc/en-ca/articles/360039297912-International-Bonus-Pool-Promotion?_ga=2.224410842.1132010925.1584991721-1504149067.1581114859

General Terms and Conditions

1. <u>These Terms and Conditions May Change</u>. Plexus may, among other things: change earning ability; withdraw, limit, modify, or cancel any bonus; increase the IBP Promotion requirements to receive any bonus; modify or regulate the transferability of IBP Promotion bonuses or benefits.

2. <u>Purpose and Overview of the IBP Promotion</u>. The IBP Promotion was developed for the purpose of identifying and rewarding Ambassadors who play a key role in opening and/or growing a new market, country, or region by taking action early in the development of that market, country, or region. Eligible Participants will share a quarterly bonus based on one percent (1%) of the Local Market Sales Volume. "Local Market" is defined as Canada, Australia and Mexico.

3. <u>IBP Promotion Period</u>. The IBP Promotion will operate on a quarterly basis, begins retroactively on January 1, 2020, 12:00 a.m. (USA ET). Country-Specific International Bonuses will be awarded quarterly based on the calendar year, i.e., bonuses will be awarded based on sales that occur from January 1 through March 31 (Quarter One); from April 1 through June 30 (Quarter Two); from July 1 through September 30 (Quarter Three); and from October 1 through December 31 (Quarter Four) (the "Promotion Period").

<u>Eligibility</u>

1. The IBP Promotion is open to all Plexus Ambassadors worldwide. Employees of Plexus Canada Limited Partnership (the "**Company**" or "**Plexus**") and its respective subsidiaries, affiliates, and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person are not eligible. The Promotion is subject to all applicable federal, state, provincial and local laws and regulations and is void where prohibited by law. IBP Promotion participants are referred to as "**you**" or "**your**."

- 2. To be eligible for this IBP Promotion and International Founding Ambassador recognition, you must at all times be a "Qualified Ambassador" and in "Good Standing" in accordance with Plexus' Ambassador Agreement and Policies and Procedures.
 - a. "Qualified Ambassador" is defined as:
 - i. having your Plexus Annual Membership paid and current; and
 - ii. having at least 100 in Personal Volume (PV), excluding Welcome Pack PV, through the monthly cycle end date or must be qualified in the prior month. PV is defined as the volume received from each commissionable product that you or your customers purchase (excluding Welcome Pack PV).
 - b. "Good Standing" shall be defined to mean the following:
 - You have acknowledged and agreed to the Ambassador Agreement and the Company's Policies and Procedures <u>https://d2xz00m0afizja.cloudfront.net/assets/canada-</u><u>vo/policies-and-procedures.pdf</u> and
 - ii. You are not in violation of the Ambassador Agreement and Policies and Procedures.

Random audits to check that Ambassadors are in Good Standing may be conducted at any time and at the discretion of Plexus.

3. You may not be eligible for the IBP Promotion payment or recognized as an International Founding Ambassador (as defined below) if your achievement of the IBP Promotion qualifications or International Founding Ambassador requirements are in any way attained through "buy-in" (i.e. the purchase of another Ambassador's business/lineage). All qualifications for the IBP Promotion or International Founding Ambassador title must be met through your own personal activity in growing your Plexus account.

IBP Promotion dates

- The global IBP Promotion is effective from January 1, 2020. The IBP Promotion is a time limited promotion and the terms of the promotion may be amended from quarter to quarter until Plexus provides notice to participants of the date at which the IBP Promotion will be discontinued ("IBP Promotion End Date"). In such case, Plexus will provide no less than 30 days' notice to participants and will honor any IBP Promotion payments achieved or International Founding Ambassador titles earned by participants up until the IBP Promotion End Date.
- 2. IBP Promotion payments from country bonus pools will be effective:
 - a. The first bonus pool payment will be paid no later than the end of July 2020, for quarter April, May, June 2020.

*All Ambassador activities towards qualification for the IBP Promotion payments will be counted from January 1, 2020 - March 31, 2020.

International Founding Ambassador recognition

- 1. When Plexus launches in a new market, up to 25 Ambassadors will have the opportunity to earn the title of 'International Founding Ambassador' in that country/region when they achieve certain sales and growth requirements set by Plexus for that country/region. Regardless of where an Ambassador resides, if they meet the Plexus requirements to be classified as an International Founding Ambassador for a specific country/region in accordance with the qualifications set out below,¹ and they are within the first 25 Ambassadors to do so, they will be classified an International Founding Ambassador of that country/region. Ambassadors may therefore qualify as an 'International Founding Founding Ambassador' in multiple markets where they meet the selling/growth requirements for each relevant market and are amongst the first 25 Ambassadors in each market to achieve this. However, no individual Ambassador can earn more than one International Founding Ambassador's title in a given market.
- 2. Plexus will notify Ambassadors who have earned the title of International Founding Ambassador, by the end of the month following the close of the quarter via email/mail/telephone to the relevant Ambassador,

IBP Promotion payments

- 1. As a further incentive to Ambassadors who do business or seek to do business in new Plexus markets, Plexus is offering Ambassadors the opportunity to qualify for a bonus payment from that new market's quarterly bonus pool ("Local Bonus Payment"), based on the Ambassador's market development activities in that new market. Up to 25 Ambassadors, who meet Plexus' set requirements in each local market, may qualify for that market's bonus pool in each calendar quarter ("Qualifying Ambassadors"). Please note, the title of International Founding Ambassador does not guarantee nor is required to participate in the IBP Promotion and be eligible for a Local Bonus Payment.
- 2. Local Bonus Payments will be calculated and paid no later than the end of the month after close of quarter when commissions run.
 - a. Quarter 1 January 1 March 31;
 - b. Quarter 2 April 1 June 30;
 - c. Quarter 3 July 1 September 30; and
 - d. Quarter 4 October 1 December 31.

<u>Payout</u>

- 1. At the end of each quarter, Qualifying Ambassadors will share in that local market's quarterly bonus pool, which will consist of 1% of the total commissionable sales volume from that market for the relevant quarter.
 - a. Total commissionable sales volume = Total Personal Volume (PV) minus 100 PV, where PV represents the value assigned to each commissionable product that you or your customers purchase. Please refer to the Plexus Compensation Plan for further detail.

¹ For more information, please see the "Qualifications" Section below.

2. Subject to clause 3 of this Section, the exact Local Bonus Payment amount will be based on the number of Qualifying Ambassadors for that quarter (up to 25) and will be a weighted amount based on the amount of points produced by each Qualifying Ambassador for that market.

E.g. If only 10 Qualifying Ambassadors for the quarter, the 1% pool dollar total will be divided amongst these 10 Ambassadors. The dollar amount each Ambassador earns will be calculated based on a weighted average from the total point production of all qualifying Ambassadors for that quarter.

	Points in	Rank	Weighted Avg	Total Payout for Quarter
	Quarter		(Points / Total	(Weighted Avg x 1%
			Points)	Pool*) ²
Ambassador 1	1250	1	13.3%	\$2660 USD
Ambassador 2	1100	2	11.7%	\$2340 USD
Ambassador 3	1000	3	10.6%	\$2120 USD
Ambassador 4	975	4	10.4%	\$2080 USD
Ambassador 5	950	5	10.1%	\$2020 USD
Ambassador 6	900	6	9.6%	\$1920 USD
Ambassador 7	875	7	9.3%	\$1860 USD
Ambassador 8	825	8	8.8%	\$1760 USD
Ambassador 9	775	9	8.2%	\$1640 USD
Ambassador	750	10	8.0%	\$1600 USD
10				
Totals	9400		100%	*1% total pool =
				\$20,000 USD

3. The maximum Local Bonus Payment amount for any one Qualifying Ambassador is capped at 50% of the total pool amount.

E.g. In the above example, the 1% quarterly bonus pool amount is \$20,000 USD. A payout for any one Qualifying Ambassador will not exceed \$10,000 USD (\$20,000 USD total pool x 50%) for this quarter.

- 4. Qualifying Ambassadors for a market will be notified at the end of the calendar quarter by email and/or phone that they have qualified for a Local Bonus Payment and the amount of such Local Bonus Payment. Qualifying Ambassadors will be notified after commissions close in the month following the quarter (Q1 = April, Q2 = July, Q3 = October, Q4 = January and be notified by phone or email no later than the close of the month following the quarter.
- 5. Local Bonus Payments will be paid to all Qualifying Ambassadors before the end of the month immediately following the end of each calendar quarter. Local Bonus Payments will be calculated in

² Local Bonus Payments will be calculated in USD and then converted to the relevant Ambassador's local currency (where they reside) in accordance with the established foreign exchange rate set by Plexus at the beginning of the year.

USD and then converted to the relevant Ambassador's local currency (where they reside) in accordance with the established foreign exchange rate set by Plexus at the beginning of the year. Such amount will be paid to the Ambassador's bank account through HyperWallet.

6. Each Ambassador who receives a Local Bonus Payment, shall be responsible for all federal, state, provincial and local taxes and fees associated with the receipt of such bonus payment.

Qualifications

- 1. To be considered a "Qualifying Ambassador" for a local market's quarterly bonus pool, the Ambassador must meet the following:
 - a. be Commission Qualified for all 3 months in the quarter;
 - b. achieve the Plexus rank of Senior Ruby for at least 2 out of the 3 months in the quarter with;
 - I. at least 90% of their points (675 total points with 135 points from outside primary leg) gained from new activities in that local market; and
 - II. at least 5 new personally sponsored, level 1 Ambassadors, from that local market.

c. rank in the top 25 of total qualified Ambassadors, based on point volume in the local market for the quarter. All activity must come from the local market in which they are building.

- 2. Once a "Qualifying Ambassador", the Ambassador will be eligible to earn the Local Bonus Payment each quarter for that local market, provided they retain their qualifications in accordance with clause 1(a), (b) and (c) and achieve the continuing progress requirements outlined below.
- 3. No pre-existing points or ranks (being those earned by an Ambassador prior to the IBP Promotion's announced start date for a market) will count towards qualification for that local market's bonus pool. All points, ranks and qualifications will be counted and effective from the date the IBP Promotion is announced in that market.

For example, if you are currently ranked and being "paid-as" a Senior Gold Ambassador, for you to participate in this IBP Promotion in a particular market, you will start at the first level rank of Ambassador, meaning you will need to engage in activities in that local market to rank up to being "paid-as" Senior Ruby, in order to qualify to share in that local market's bonus pool.

Intersection with International Founding Ambassador title

- 1. The first Ambassadors in a particular market (up to 25 spots) to meet the above IBP Promotion requirements and become "Qualifying Ambassadors" will also earn the title of "International Founding Ambassador" for that market. When all International Founding Ambassador positions (maximum of 25) have been filled by "Qualifying Ambassadors" there will be no additional International Founding Ambassadors named for that market.
- 2. The International Founding Ambassador title is never surrendered, even if an International Founding Ambassador does not maintain the IBP Promotion requirements to see them continue to be eligible for a Local Bonus Payment for a particular market. The title of "International Founding Ambassador" is a recognition title only and has nothing to do with ongoing qualification requirements for IBP Promotion payouts. In the case an original International Founding Ambassador does not meet qualifications to participate in the IBP Promotion in any given quarter, the next qualifying

Ambassador(s) will have opportunity to participate in the bonus pool; however, will not be recognized as an International Founding Ambassador.

For example: Sarah, as a paid rank of Senior Ruby, was the 25th Ambassador to meet all qualifications to receive the title of International Founding Ambassador in Mexico. She can participate in the IBP Promotion in each quarter that she meets all qualifications and she ranks in the top 25 of all Qualifying Ambassadors for Mexico, based on total market points. Sarah met qualifications and participated in the IBP Promotion for the first 3 quarters she was eligible; however, did not meet qualifications in Quarter 4. Sarah will not participate in the quarterly bonus pool (i.e. will not receive a Local Bonus Payment); however, she will keep her title of International Founding Ambassador.

Because Sarah did not qualify for the quarterly bonus pool in the quarter, one of the 25 spots to participate in the IBP Promotion for Mexico is now available for another Qualifying Ambassador for Quarter 4. The next Qualifying Ambassador (with the highest qualifying points) will participate in the IBP Promotion and receive a Local Bonus Payment; however, will not earn the title of International Founding Ambassador because all 25 International Founding Ambassador spots have already been awarded.

Continuing Progress Requirements

1. To continue to be eligible for the Local Bonus Payments, Qualifying Ambassadors will be required to rank advance in that particular market, during the Promotion Period, a minimum of one rank advance every 18 months with at least 90% of the points (total points with outside primary leg requirement) required for the next rank coming from the specific market/region, in that Promotion Period. All requirements for each rank advancement are in accordance with the Plexus compensation plan. Month 1 of the 18-month rank advance opportunity period begins at the start of the next full quarter.

Example: Shelly rank advances to Senior Ruby (the minimum paid rank to qualify for the IBP Promotion) in August. Month 1 of the 18-month timeframe to rank advance as a continuing progress requirement, begins at the start of the next full quarter (October 1st) and ends on the last day of the quarter in which the 18th month falls (March 31st).

- 2. If a Qualifying Ambassador does not achieve this rank advance requirement in the 18-month rank advance opportunity period, they will no longer be eligible to participate in the IBP Promotion nor be entitled to Local Bonus Payments.
- 3. When the rank of Diamond (or equivalent to) is achieved, the Ambassador must achieve (i.e. be 'Paid As') the Diamond rank 2 of the 3 months in the last quarter of the 18 month period (months 16, 17, 18) with **at least 90%** of the qualifying volume (4050 points with 1012 points needed outside of primary leg) in the specific market *OR* grow their organizational volume in the specific market by 15% over the 18 month period. Month 1 of the 18-month requirement begins with the next full quarter. The baseline for market growth will be determined by averaging the prior quarter's total points earned.

Example. Susie, a Canadian Ambassador, rank advances to Diamond (or the equivalent of) in February 2021 in Canada **and** has **at least 90%** of the qualifying volume (4050 points with 1012 points outside of primary leg) in Canada. As a continuing progress requirement, Debbie now has 18 months, beginning with the next full quarter, to:

1 - grow her business in the specific market (Canada) by 15% in an 18-month period. Month 1 of 18 begins at the start of the next quarter, or April 1, 2021 and ends on the last day of the quarter in which the 18th month falls, or September 3, 2022. The baseline of her business to determine market growth will be the average of total points for the prior quarter (January, February, March 2021).

OR

2 – must achieve (i.e. 'Paid As') Diamond rank (or equivalent to) with **at least 90%** of the qualifying volume (4050 points with 1012 points from outside of primary leg) in the specific market (Canada) 2 of the 3 months in the last quarter of the 18-month period (month 16, 17 or 18). Month 1 of 18 begins at the start of the next quarter, or April 1, 2021; months 16, 17, 18, in which Debbie must achieve the equivalent rank of Diamond 2 of the 3 months in this quarter, are July, August and September 2022.

4. Once a Qualifying Ambassador meets the rank advancement requirements in the continuing progress requirements, the minimum rank to retain "Qualifying Ambassador" status and continue participation in the IBP Promotion is one rank below the highest achieved rank of Emerald, Sapphire, Diamond. This minimum rank (of one rank below the highest achieved), must be maintained for at least 2 out of the 3 months in a quarter to continue to qualify for the Local Bonus Payment in the relevant market with at least 90% of the points (total points with outside primary leg requirement)

Rank Achieved	Minimum Qualifying Rank	Points Needed	
		(90% of points in specific market)	
Emerald	Sr. Ruby	675 total points with 135 points needed outside of primary	
		leg	
Sapphire	Emerald	1350 total points with 337 points needed outside of primary	
		leg	
Diamond	Sapphire	2700 total points with 675 points needed outside of primary	
		leg	

Rank Achieved	Minimum Rank for Eligibility
Emerald	Sr. Ruby
Sapphire	Emerald
Diamond	Sapphire

For Example: If Sarah (already a Qualifying Ambassador for Quarter 1) rank advances from Senior Ruby to Emerald, during the following year's Quarter 1 (so within her 18 month timeframe), Sarah's minimum rank to remain eligible for the Local Bonus Payment is a paid rank of Senior Ruby for 2 or

more months in each quarter.

5. The rank advance requirements (# of points and # of Ambassadors personally sponsored) will differ depending on starting rank. Please refer to the Plexus Compensation Plan.

Recognition

- 1. For those Ambassador's that achieve International Founding Ambassador status for a particular country/region, they will be named as such on the Plexus recognition website, https://recognition.plexusworldwide.com/, in printed materials and at events.
- 2. All Qualifying Ambassadors who participate in the IBP Promotion for a particular country/region will be recognized on the Plexus recognition website, https://recognition.plexusworldwide.com/, in printed materials and at events.

Additional Rules

- 1. <u>Exclusions</u>.
 - a. Employees of Plexus Canada Limited Partnership (the "Company" or "Plexus") and its respective parent company, subsidiaries, affiliates, and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person are not eligible.
 - b. A qualifying Ambassador and/or an Ambassador that receives the title of International Founding Ambassador and/or participates in the IBP Promotion must be the person actually building the account, not a relative or friend.
 - c. All qualifications for International Founding Ambassador title and IBP Promotion participation must be met through an Ambassador's personal activity and achievement of the IBP Promotion qualifications. An Ambassador may not attain International Founding Ambassador title or participate in the IBP Promotion if the Ambassador met the qualifications by purchasing another Ambassador's business or lineage.
 - d. No individual may receive more than one International Founding Ambassador's title in a given region, market, or country, though a single Ambassador may qualify as an International Founding Ambassador in more than one region, market, or country.
- 2. <u>Termination of IBP Promotion.</u> The IBP Promotion may continue until such time as Plexus at its sole discretion elects to designate an IBP Promotion termination date. Plexus has the right to end the IBP Promotion by providing written notice to all Ambassadors in the relevant market, region, or country, at least thirty (30) days in advance.
- 3. <u>Termination of Participation</u>. Plexus may discontinue participation for any Participant who violates the Ambassador Agreement Terms and Conditions or Policies and Procedures, or acts in an abusive manner (including but not limited to abusive behavior targeted at Plexus employees or affiliates or abusive behavior via social media) or in a manner inconsistent with local, state or federal laws. Discontinued participation under this Section will result in the immediate loss of all accumulated points. Plexus also reserves the right to deny future participation if Plexus deems Participant's conduct to violate these Terms and Conditions. Plexus's failure to insist upon or enforce Participant's strict compliance with these Terms and Conditions will not constitute a waiver of any of Plexus's rights.
- 4. <u>Updates to Terms and Conditions</u>. Plexus may, in Plexus's discretion, change these Terms and Conditions, the Plexus Privacy Policy, or any aspect of the IBP Promotion or participation. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions.

PARTICIPANT'S CONTINUED PARTICIPATION AFTER PLEXUS CHANGES THESE TERMS CONSTITUTES PARTICIPANT'S ACCEPTANCE OF THE CHANGES. IF PARTICIPANT DOES NOT AGREE TO ANY CHANGES, PARTICIPANT MUST CANCEL PARTICIPATION IN THE PROMOTION.

- 5. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN THESE TERMS AND CONDITIONS, IN NO EVENT WILL PLEXUS OR PLEXUS'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE PROMOTION. PLEXUS'S TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT MEMBER SPENT ON QUALIFYING PURCHASES IN THE MOST RECENT TWELVE-MONTH PERIOD. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF PARTICIPANT'S PARTICIPATION IN THE PROMOTION. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO PARTICIPANT, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO PARTICIPANT, AND PARTICIPANT MIGHT HAVE ADDITIONAL RIGHTS.
- 6. <u>Dispute Resolution</u>. Any and all disputes, claims and causes of action arising out of or connected with the Incentive or any Offers to be awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the courts in York County, Ontario Canada; and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Incentive but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or your rights and obligations and those of the Company and their agents in connection with the Incentive, shall be governed by, and construed in accordance with, the laws of Ontario, Canada, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Ontario. Canada.
- 7. <u>Privacy</u>. During this Incentive you may be sharing personal information with the Company. Personal information collected by the Company will be used for administering the Incentive and for awarding Offers. In addition, you agree to the Company using your personal information as described in the Privacy Policy found at the following website: https://www.plexusworldwide.com/privacy-policy. Please refer to the said Privacy Policy for important information regarding the collection, use and disclosure of personal information by the Company. The Company is not responsible for disclosures made by any third party. You may subsequently opt-out of receiving further emails as set forth in the Privacy Policy. PARTICPANTS IN THIS INCENTIVE ACKNOWLEDGE AND AGREE THAT THEY HAVE READ AND CONSENT TO THE COMPANYS' PRIVACY POLICY AND TERMS OF SERVICE.