



plexus®

Brand Ambassador's Policies & Procedures



JAPAN
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■ Policies and Procedures

This Agreement is effective as of the date indicated above and governs how Plexus Brand Ambassadors conduct business with Plexus Japan K.K. and its affiliates, entities (collectively, "Plexus"), other brand ambassadors, and customers. This Agreement supersedes all prior terms.

Compliant definitions are set out in Appendix A. The Jewel Rank of the Brand Ambassador referred to in this policy and procedure is defined in the compensation plan. Any interpretation, clarification, exemption, or exception to this Agreement must be in writing and signed by an authorized officer of Plexus. Plexus strives to implement this policy and procedures uniformly and non-discriminatorily. However, the failure of any provision of the Policy and Procedure to a Brand Ambassador does not waive Plexus' right to apply such provision to the same Brand Ambassador or to any other Brand Ambassador.

These policies and procedures, compensation plans, corporate and entity applications (if any), the Brand Ambassador Agreement and any country- or circumstantial addendums, and other written agreements between the Brand Ambassador and Plexus are incorporated by reference into what is collectively referred to herein as the "Agreement" in its current form and as amended from time to time in the sole discretion of the Company. It constitutes an integral part of it.

Each Brand Ambassador is responsible for reading, understanding and complying with this Agreement, being aware of the most current version of this Agreement, and acting under it. By signing the Brand Ambassador Agreement or receiving a commission from Plexus, the Brand Ambassador acknowledges that he or she has read, understood, and agreed to abide by this Agreement and any amendments thereto, and to be bound by this Agreement.

Plexus may change portions of this Agreement from time to time in response to changes in the law and business environment. Notice of the amendments will be posted on the Plexus website or via email. All Brand Ambassadors are responsible for regularly reviewing the latest contracts in the Brand Ambassador's Virtual Office.

■Code of Ethics

Plexus and its affiliates and subsidiaries are committed to providing the highest quality products and services backed by impeccable service. Plexus expects its Brand Ambassadors ("Brand Ambassadors") to reflect their image in their relationships with customers and other Brand Ambassadors.

As a Plexus brand ambassador, you can run the business essentially at your own discretion, but in your role as a brand ambassador, following the highest standards of integrity and fair business practices is in the mutual long-term interest.

Plexus is a member of the Japan Mail Order Association (JDSA) and adheres to the JDSA Code of Ethics. Plexus requires Brand Ambassadors to familiarize themselves with and comply with the JDSA Terms. The JDSA Terms and Conditions can be found on the Plexus website.

I am committed to the Plexus Code of Ethics and pledge to:

- I will continue to improve the health, well-being, and prosperity of myself and the Plexus family as much as I can.
- I will always conduct business in an honest and ethical manner and in accordance with applicable laws.
- I conduct myself and my business in a professional manner and treat all consumers, especially those who are vulnerable, fairly and respectfully.
- I make no representations (claims) regarding any benefits or savings related to Plexus products or services other than those described in officially approved corporate materials or videos.
- I provide support, training, and encouragement to all brand ambassadors (whether in the group or not) to ensure a successful experience with Plexus.
- I try not to make false financial claims or exaggerate my personal income.
- Do not make non-compliant health or income claims about Plexus products or Plexus business.
- not abuse your goodwill in your relationship with Plexus to promote or promote the interests of other businesses (in particular those that may compete with Plexus);
- I will not make defamatory or unsubstantiated statements about Plexus, its products, its officers, members, managing members, partners, employees, Plexus brand ambassadors, or other direct selling companies' products, services, or salespeople.
- I will follow all Plexus policies and procedures set forth herein, or as may be amended from time to time.

第1条 How to Become a Brand Ambassador

1. **Age:** All applicants must be at least 20 years old and under 80 years old.
2. **Residency:** All applicants must reside in the country in which Plexus operates and sells products at the time of application and at all times while being a brand ambassador.
3. **Application:** The Applicant must (1) complete the online application, (2) e-sign the Brand Ambassador Agreement, accept and approve the summary document, and (3) By accepting the agreement, Plexus is authorized to act as a brand ambassador. (The Brand Ambassador Agreement, brief document, and other required documents are available in the Help Center on the Plexus website.)
 - (A) In order to be accepted by Plexus, the Brand Ambassador Agreement and other documents required for the contract in the country in which the applicant resides must be complete, accurate in all respects, and submitted by the Brand Ambassador.
 - (B) The Brand Ambassador Agreement may be rejected by Plexus if the Brand Ambassador fails to provide a complete and accurate contract or fails to provide the appropriate documentation when requested. The right to accept a Brand Ambassador is reserved solely by Plexus for a period of 30 days.
 - (C) Brand Ambassadors may be required to provide Plexus with documentation proving their residency, work permit, and ability to legally conduct business in any country listed as their country of residence in the Brand Ambassador Agreement.
4. **Mandatory Purchases:** Purchases of eligible products are required.
5. **Business Entity:** If the applicant wishes to use the entity for Plexus' business, the applicant must be a person who has the authority to enter into a brand ambassador agreement and bind the entity. The applicant must provide the Brand Ambassador Agreement with (1) the corporate number of the entity, (2) You must submit a legal entity application that includes the names and individual numbers of all shareholders, partners, and owners of the entity. To verify the form of the entity, partner, shareholder or owner, and approved signatories, Plexus may at any time require the applicant to submit copies of the entity's organizational documents.
6. **Individual Number:** For the purposes of payment of compensation and tax reporting (if required), Plexus requires Brand Ambassadors to provide a valid Individual Number. Failure to provide this number may result in non-payment of commissions or cancellation of your Brand Ambassador status.
7. **Inaccuracies:** If Plexus determines that the Brand Ambassador Agreement or the Business Entity Application contains inaccurate or false information, Plexus may terminate the Brand Ambassador immediately or void the Brand Ambassador Agreement from the outset. In addition, the Brand Ambassador is obliged to continuously report any changes to Plexus that affect the accuracy of the contract.
8. **Term:** This Agreement is effective for a period of one (1) year from the date of acceptance by Plexus. This Agreement will automatically renew every one year from the date of acceptance by Plexus, unless I or Plexus terminate the agreement prior to renewal in accordance with the terms of this Agreement and its policies and procedures.

9. **Non-Exclusive Domain:** The Brand Ambassador's authority to exercise the Brand Ambassador's rights and act as a Brand Ambassador under this Agreement does not include the granting of an exclusive franchise or exclusive territory to the Brand Ambassador, and the Brand Ambassador is not permitted to make such claims.

第2条 Managing Brand Ambassador Duties and Brand Ambassadorship

1. **Compliance:** The Brand Ambassador shall comply with the terms of this Agreement and applicable laws at all times.
2. **Independent contractors:** Brand ambassadors are independent contractors who are responsible for their own business expenses, decisions, taxes, and actions.
 - (A) Brand Ambassadors must not represent that they are agents, employees, partners, or partners of Plexus. Brand Ambassadors shall not make purchases or enter into any transactions or contracts under the name of Plexus.
 - (B) The Brand Ambassador's working hours, business expenditures, and business plan are not dictated by Plexus. Brand Ambassadors must not, in writing or verbally, represent or imply otherwise.
 - (C) The Brand Ambassador is solely responsible for all oral or written statements regarding products, services, or compensation plans not expressly stated in the official materials of Plexus, and agrees to indemnify Plexus from and against any claims, damages, and other costs, including attorneys' fees, arising out of any representations or actions made by the Brand Ambassador outside the scope of this Agreement. The provisions of this section will survive the termination of this Agreement.
3. **Compliance with Laws:** Brand Ambassadors must comply with all applicable laws, regulations, and ordinances in the course of their duties as Brand Ambassadors. Brand Ambassadors must not violate laws applicable to unfair competition and business practices, including laws prohibiting advertising, offering to sell, or selling goods at prices below the purchase price.
4. **Competitive Products and Business Opportunities:** Brand Ambassadors may not offer or promote non-Plexus offers, incentives, opportunities, unapproved sales tools, or non-Plexus products in conjunction with the promotion of Plexus products.
5. **Promotion of Competitive Products:** During the term of this Agreement, Brand Ambassadors are prohibited from promoting or selling ingestible or topical products of brands other than Plexus that have the same intellectual property as Plexus in Authorized Countries.
6. **Retail Sales:** Success as a brand ambassador takes time, effort, and dedication. There are no commissions or profit guarantees, only rewards according to productivity. For a brand ambassador business to be successful, it is necessary for brand ambassadors to retail sell products on a regular and repeated basis. Retail sales by the brand ambassador downline organization also contribute to the success of the brand ambassador business. Brand Ambassadors are required to keep records of all retail sales other than those made through the Brand Ambassador's website for a period of three

- (3) years, and Plexus will monitor compliance with Plexus' retail sales requirements from time to time. Each product purchased by someone other than a brand ambassador or customer automatically counts towards the eligibility requirement each month.
7. **Negative Statements:** Brand Ambassadors will not make defamatory, misleading, inaccurate, or unfair statements, representations, claims, or comparisons with respect to:
- (A) Plexus, its products, its commercial activities, or its brand ambassadors.
 - (B) other companies, including competitors, their services, products or commercial activities;
8. **Unethical Conduct:** Brand Ambassadors must be ethical and professional at all times when conducting Plexus brand ambassador duties. The Brand Ambassador does not and does not condone that the Brand Ambassador of the Downline organization engages in unethical activities. Examples of unethical conduct include, but are not limited to:
- (A) Selling products in retail stores or on unauthorized websites.
 - (B) Use any other Brand Ambassador's or your credit card or other payment method without our express written permission.
 - (C) Unauthorized use of Plexus confidential information.
 - (D) Cross-company solicitation (including aiding and abetting cross-company solicitation), cross-line solicitation (including aiding and abetting cross-line solicitation)
 - (E) Submitting a payment when there are not enough funds.
 - (F) Make unapproved claims about the Product.
 - (G) Claim revenue for the Brand Ambassador business that does not comply with the provisions of the Policies and Procedures.
 - (H) Make any false statements or misrepresentations of any kind, including, without limitation, untrue or misleading representations or offers of sale regarding the quality, availability, grade, price, payment terms, right of refund, warranty, or performance of the goods.
 - (I) Personal conduct that discredits Plexus or its brand ambassadors.
 - (J) Violating laws and regulations regarding brand ambassador operations.
 - (K) Failure to fulfill your responsibilities as a sponsor.
 - (L) Violate the Code of Ethics of Plexus or the Code of Ethics of the Japan Door-to-Door Sales Association.
 - (M) In the event of a breach of this Agreement.
9. **Cross-line solicitation:** Brand ambassadors are prohibited from engaging in cross-line recruitment.
10. **Cross-Company Solicitation**
- (A) Brand Ambassadors are prohibited from soliciting Brand Ambassadors to sell or purchase products or services other than those provided by Plexus for the duration of the Contract and for a period of one (1) year from the date of termination. The Brand Ambassador stipulates and agrees that the solicitation activities constitute unreasonable and unjustified interference with the contractual relationship between Plexus and the Brand Ambassador, the transformation of

Plexus' property, and the misappropriation of Plexus' trade secrets, and the Brand Ambassador further states that any violation of these rules will cause immediate and irreparable harm to Plexus, and that Plexus shall not be liable to any Brand Ambassador. You set forth and agree that you will be entitled to immediate, temporary, preliminary and permanent injunctive relief without bond, in addition to any other remedies available, and that such injunctive relief may extend the period after the termination of this limitation for a maximum of one (1) year from the date of the last breach of this provision. The provisions of this section will survive the termination of this Agreement. Nothing in this section shall be construed as a waiver of any other rights and remedies Plexus may have with respect to the use of Confidential Information or any other breach of this Agreement.

(B) Brand Ambassador agrees that Brand Ambassador's name or likeness may be posted, mentioned, or mentioned in any material, including postings on social media sites for promotion, solicitation, or solicitation, including postings on social media sites of other direct sales companies, advertising, solicitation, or solicitation. The inclusion or mention of the name or likeness of the Brand Ambassador in the solicitation materials constitutes a cross-company solicitation.

11. **Dispute Resolution:** Brand Ambassadors must conduct all activities in the best interests of Plexus. Sponsor shall use its best efforts to resolve disputes within the downline organization. Personal disputes between brand ambassadors must be resolved promptly and personally in the best interests of Plexus.
12. **No Assertion of Proprietary Affiliation:** Brand Ambassadors must not claim or imply that they have a unique relationship with, are in a privileged position with, or have access to any Plexus officer or employee.
13. **Harmful Conduct:** If Plexus determines that conduct by a Brand Ambassador or a Brand Ambassadorship participant is harmful, disruptive or detrimental to Plexus or any other Brand Ambassador, Plexus will not be able to apply any action against the Brand Ambassador and Brand Ambassadorship. Appropriate measures may be taken as stipulated in Article 10.
14. **No Reliance:** Brand Ambassadors may not rely on Plexus to provide legal, tax, financial, or other professional advice, and may not rely on it, if such advice is provided.
15. **Service fees:** Brand ambassadors may make requests that require extra time and effort to fulfill. This includes copies of receipts, detailed fee information that needs to be prepared or calculated, or extracted, investigations, banking instructions, or requests to suspend payments. Brand Ambassadors accept these and other special requests at a minimum fee of ¥7,000 per hour at a net cost. Costs include bank fees, photocopying, professional fees, and more. Commission payments are subject to a monthly service fee and processing fee.
16. **Insurance:** Because laws vary from jurisdiction to jurisdiction, brand ambassadors are encouraged to consult with their legal counsel about the scope of their personal legal liability in relation to the brand

ambassador business.

17. **Confidentiality:** When you sign a Brand Ambassador Agreement, the Brand Ambassador agrees to keep confidential information, other trade secrets, proprietary information, and confidentiality regarding how they are sold. This confidentiality is irrevocable and perpetual, survives termination of the contract and is subject to injunctive enforceability and will award any costs or charges that may necessarily be incurred. All confidential information will be treated in strict confidentiality to the extent necessary for the Brand Ambassador to know and will be sent to or permitted to be collected by the Brand Ambassador for use only in the Brand Ambassador's duties. Brand Ambassadors must use their best efforts to keep such information confidential and must not disclose such information directly or indirectly to any third party. Brand Ambassadors may not use confidential information or information derived therefrom to compete with Plexus or for any purpose other than to promote Plexus' programs and its goods and services. Brand Ambassador does not retain ownership of, and may not sell, disseminate, or provide to any other party any confidential information, or information derived therefrom, including contact or profile information of downline organizations or contact information of other Brand Ambassadors collected in connection with Brand Ambassador's business. Brand Ambassador acknowledges and agrees that Confidential Information includes information received by Brand Ambassador in connection with the profile or reporting of the Downline Organization or other Brand Ambassadors. Any information collected in connection with the Brand Ambassador business, including any information derived therefrom, constitutes a trade secret of Plexus.
18. **Privacy of Brand Ambassador Information:** All information provided by the applicant in the Brand Ambassador application will be used solely for the purpose of evaluating the application, the Brand Ambassador Agreement, and the relevant activities of the Brand Ambassador. A Brand Ambassador may be an upline of the Brand Ambassador, a downline organization 12 levels below the Brand Ambassador, or a Brand Ambassador whose Brand Ambassador is the "emerald" (as defined in the compensation plan) of the closest upline. You authorize Plexus to disclose your contact information. Contact information can only be used for the Brand Ambassador's business.
19. **Use of Confidential Information:** Brand Ambassadors may obtain Confidential Information during the term of this Agreement, including from the sale of Brand Ambassador Tools and the sale of products to Brand Ambassadors of Plexus, including Brand Ambassadors who distinguish themselves from Brand Ambassadors. Therefore, regardless of the source of the Confidential Information, the Brand Ambassador understands and agrees that:
 - (A) The Confidential Information is for exclusive and limited use by the Brand Ambassador solely to facilitate the training, support and services of the Brand Ambassador's downline organization and to promote the Brand Ambassador's business.
 - (B) Ambassador shall not directly or indirectly disclose Confidential Information to any third party (including other Brand Ambassadors), and such action shall constitute misuse, embezzlement, or breach of this Agreement.

- (C) Accordingly, Plexus shall be entitled to immediate, temporary, preliminary and final injunctive relief to prevent or compensate for any breach of this Policy, in addition to all other remedies available at law or in equity.
 - (D) You will also not use the information to compete directly or indirectly with Plexus, and any improper use will be subject to termination of the contract.
 - (E) Brand Ambassadors may be required to sign a non-disclosure agreement prior to receiving confidential information from Plexus or engaging in any activity that would require Brand Ambassadors to obtain confidential information.
 - (F) Upon expiration, non-renewal, or termination of this Agreement, you will cease use of such Confidential Information and destroy or promptly return to Plexus all Confidential Information under your control or in your possession.
20. **Notice of Adverse Conduct:** Brand Ambassador shall immediately notify Plexus' legal department in writing of any possible or actual legal claim against Brand Ambassador arising out of or relating to the Brand Ambassador Business or Downline Organization, or that may actually adversely affect Plexus. After notifying the Brand Ambassador, Plexus may take the necessary steps to protect Plexus, including managing the settlement of lawsuits and legal claims. If Plexus addresses this issue, the Brand Ambassador shall not interfere with or participate in this matter.
- (A) **With respect to the use of photographs, audio, video images or endorsements of testimonials:** Plexus will use the following information at Plexus events: You may take photographs, audio or video recordings of the Brand Ambassador, or make written or oral statements, and you can also make a request directly to the Brand Ambassador. Brand Ambassador may use, reuse, broadcast, rebroadcast, publish, or endorse such photographs, audios, videos, or endorsements, in whole or in part, alone or in combination with other photographs or videos, or other endorsements, in any current or future media, for any purpose whatsoever, including, but not limited to, marketing, advertising, publicity, or publicity. You agree and hereby grant Plexus an absolute and irrevocable right and permission to republish or republish, and use the copyright of any such photographs or videos, either in the original version or in republication, under the name of Plexus or any other name. Brand Ambassadors do not exercise moral rights, such as portrait rights, privacy rights, or publicity rights.
 - (B) Notwithstanding any other agreements or agreements that the Brand Ambassador may have with any other entity, the use by Plexus as set forth in this section is royalty-free, a loaned work, and is not subject to any claims, demands, or lawsuits under moral rights ("moral rights" as defined in Articles 18~20 of the Copyright Act). The Brand Ambassador agrees to defend and indemnify Plexus against any claim from others arising out of Plexus' use of the rights granted herein. The Brand Ambassador will ensure that the information provided as testimonials or expressed in photographs, videos, and audio is true and accurate to the best of the Brand Ambassador's knowledge. Brand Ambassador waives the right to inspect or approve finished or unfinished products, advertising copy, printed materials, recordings, photographs, videos, or anything that may be used in connection with or in connection with the foregoing.

- (C) The Brand Ambassador agrees that any photographs, audio or video recordings taken by the Brand Ambassador or any third party at Plexus events or activities shall not be used by the Brand Ambassador or any third party to promote the business without the approval of Plexus.
21. **International implementation of ambassador duties:** Brand Ambassadors have the right to operate in accredited countries where they can legally conduct their Brand Ambassador business. When conducting brand ambassador business in a certified country, it is the brand ambassador's responsibility to comply with all laws, ordinances, and regulations.
- (A) Plexus may designate specific countries eligible for the pre-launch period in which Brand Ambassadors may perform Brand Ambassador duties. Plexus can officially announce the pre-launch period up to 30 days prior to the official launch.
- (B) The Brand Ambassador is not authorized to perform Brand Ambassador duties and may not introduce or establish any Plexus business or product in any country that is not authorized or is not subject to any pre-launch announcement from Plexus. This includes, but is not limited to, any attempt to obtain approval for a product or business practice, any attempt to register or reserve a Plexus name, trademark, trade name, or Internet domain name, or any attempt to establish any kind of business or government contact on behalf of Plexus.

第3条 sponsorship

1. **Sponsors:** In order to act as a Sponsor, a Brand Ambassador must meet all requirements set forth in this Agreement and assume all responsibilities. Sponsors can refer anyone who wishes to become a brand ambassador to Plexus as an applicant. Only applicants residing in accredited countries or countries eligible for the pre-launch period can become sponsors.
2. **Placement:** Once Plexus approves the Brand Ambassador Agreement, the new Brand Ambassador will be placed in the sponsor's downline organization. The new brand ambassador will be placed on the front line of the sponsor. Once placed, the Brand Ambassador will remain in that position for the duration of this Agreement.
3. **Training and Support:** Sponsor shall:
 - (A) Use reasonable efforts to ensure that all Brand Ambassadors belonging to the Downline Organization understand the terms of this Agreement and all applicable laws.
 - (B) Educate and guide brand ambassadors within the downline organization to ensure that their meetings regarding product sales and opportunities are conducted in accordance with this Agreement and applicable law.
 - (C) Mentor and encourage brand ambassadors in downline organizations.
 - (D) Make commercially reasonable efforts to resolve disputes arising in the downline organization privately.
 - (E) Failure or failure to provide training to a brand ambassador's first-level downline organization may be moved to a supporting role at Plexus' sole discretion.

第4条 Sponsor and Company Changes, Transfers, and Beneficiary Rights

1. **Sponsorship and placement changes:** Sponsorship and placement changes are not feasible and are generally not allowed because the integrity of the downline organization must be maintained.
2. **Sale or transfer of brand ambassadorship:** The sale, assignment or transfer of brand ambassadorship occurs when a brand ambassador sells, assigns or transfers ownership or control of a brand ambassadorship to another person. (In the event that a member, director, manager, shareholder, partner, director, or similar position or title sells, assigns, or transfers control or a majority of its interest as a brand ambassador of an entity in which it has a beneficial interest as a brand ambassador, such sale, assignment or transfer will be subject to this provision.) Plexus reserves the right, in its sole discretion, not to approve or approve any proposed sale, assignment or transfer of Brand Ambassadorship. The sale, assignment or transfer of the Brand Ambassadorship may only be made if the Brand Ambassadorship is in good standing in accordance with the terms of Article 10 of this Agreement at the time of the sale, assignment or transfer. In the event of a sale, transfer or transfer, the transferee brand ambassador will retain the same rank/title as the same downline organization as before the transfer was approved. Brand Ambassador status may be transferred or transferred without charge (e.g., by gift) with the prior written approval of Plexus. The primary implication of the transfer or sale is the impact it will have on the brand ambassador and Plexus. Any sale, assignment or transfer of the Brand Ambassador status shall be subject to the terms and conditions of this section.
3. **Priority Negotiation Rights:** The transfer of Brand Ambassadorship is subject to Priority Bargaining Rights ("RFR") to Plexus, followed by RFR to Direct Upline.
 - (A) If a Brand Ambassador receives a legitimate offer to purchase his or her Ambassadorship, the Brand Ambassador must first offer to sell the Ambassadorship to Plexus on the same terms and conditions as set forth in the offer. The Brand Ambassador shall submit the offer in writing to Plexus, and Plexus shall accept the offer within fifteen (15) business days. Evidence of a lawful offer includes, but is not limited to, cash or securities being deposited into a depository account, a loan commitment, or any other substantial steps taken for the sole purpose of purchasing a brand ambassadorship.
In the event that Plexus fails to exercise the RFR within the 15-day time limit, the Brand Ambassador shall provide the same offer to the Brand Ambassador's direct upline, subject to the same terms and conditions set forth in the offer. Plexus shall communicate the Offer by giving written notice to the Brand Ambassador's direct upline. Direct upline afflicts may accept or reject such an offer within ten (10) business days. If an eligible direct upline accepts an offer, it must notify Plexus in writing at the same time of acceptance.
 - (B) provided, however, that the Brand Ambassador shall comply with all other transfer procedures contained in this Section and any transfer procedures established by Plexus from time to time.
 - (C) The RFR applies to each new offer received by the Brand Ambassador.
 - (D) The following circumstances are not subject to the RFR requirements of Section 4, but in any case, you must provide Plexus with an amended Brand Ambassador Agreement and Certificate of

Beneficiary.

- ① If you add the name of the person who has a beneficiary interest in the brand ambassadorship to the brand ambassadorship (e.g., a wife adds a husband) to the brand ambassador agreement
- ② The name of a person who no longer has a beneficial interest as a brand ambassador is removed from the brand ambassador agreement (e.g., a minority shareholder leaves Plexus, or a non-controlling shareholder sells his or her interest in Plexus).
- ③ The transfer of ownership to a legal entity where the brand ambassador is an individual and has beneficial ownership thereof (e.g., a married couple forming a limited liability company to operate the brand ambassadorship and becoming its sole employee/manager).

4. Restriction on Sale and Transfer

- (A) Existing Brand Ambassadors are not eligible to purchase other Brand Ambassador positions.
- (B) A Brand Ambassador who sells or transfers a Brand Ambassador status may not reapply to become a Brand Ambassador under another sponsor for a period of less than one (1) year after Plexus approves the sale.
- (C) If a Brand Ambassador transfers his or her Brand Ambassadorship directly to Upline, the Direct Upline may retain the Brand Ambassadorship for up to six months until the Brand Ambassadorship is merged into its existing Ambassadorship or a new buyer is found and the Brand Ambassadorship is transferred. If the brand ambassadorship transition does not take place within the time limit, the brand ambassadorship will be merged directly into the upline ambassadorship according to the brand ambassadorship transition procedure.

If a Brand Ambassador sells or transfers his or her Brand Ambassadorship and contracts, joins, or begins working with another direct sales, network marketing or multi-level marketing company within one (1) year from the date of sale, such action will be deemed a breach of this Agreement and Plexus shall be deemed to be in violation of this Agreement's termination provisions. We reserve the right to terminate any transferred brand ambassadorship.

This provision shall survive the termination of this Agreement.

- (D) Any sale or transfer of Brand Ambassadorship below the Ruby Rank may be subject to a non-compete agreement of up to six (6) months between the Brand Ambassador and Plexus, at Plexus' sole discretion and in accordance with the terms and conditions of the sale or transfer provided by Plexus. All sales or transfers of the Brand Ambassador Ruby rank or higher shall be subject to a non-compete agreement of not less than one (1) year between the Brand Ambassador selling or transferring, the Brand Ambassador purchasing and Plexus, in accordance with any sales or transfer documentation provided by Plexus at the time.

5. The process and other processing requirements are as follows:

- (A) Brand Ambassadors who are selling/transferring must submit or keep an up-to-date and accurate Brand Ambassador Agreement and Business Entity Application for all entities they wish to

transfer.

- (B) The sale or transfer of Brand Ambassadorship requires the submission of certain documents available at the request of Plexus.
- (C) In order for the change to be effective, the application for sale or transfer must be received by Plexus' Compliance Department by the 15th day of the current month.
- (D) Applications received after the 15th will be processed as the following month's amount.
- (E) A fee of 14,000 yen will be charged for each application.

6. Interpretation: The interpretation of this policy and procedures regarding the sale, assignment and transfer of brand ambassadorship will be made in a manner that considers and serves the best interests of Plexus and the brand ambassadors. Plexus reserves the right to refuse to transfer or buyer.

7. **Restriction on Multiple Beneficiary Rights**

- (A) Brand ambassadors are prohibited from having beneficial interests in more than one brand ambassadorship.
- (B) If a person with an existing brand ambassadorship beneficiary wishes to become a brand ambassador under another sponsor, that person must first dissolve the existing brand ambassadorship beneficiary and wait one year before applying to become a brand ambassador. Plexus' limitation on multiple beneficial rights ensures that (1) all efforts for brand ambassadors to build their brand ambassador business are focused on a single brand ambassadorship and not diluted by the demand for multiple brand ambassadorships; (2) Ensure that the upline receives the full benefit of the efforts of the brand ambassadors. In determining whether a Brand Ambassador has a beneficial interest, Plexus will consider the meanings of the terms set forth in the definition of Appendix A and the intent of such restriction.

8. **The impact of marriage, cohabitation or associates, divorce, and death on brand ambassadorship**

- (A) Marriage: Husbands and wives, common-law couples, or persons who are not legally married but are substantially spouse-like (collectively, "spouses") can each have brand ambassadorship as long as one spouse sponsors the other. However, the exception is if two Brand Ambassadors marry during their term as Brand Ambassadors, and the two Brand Ambassadors may continue their term as original Brand Ambassadors. However, all other terms and conditions of the beneficial rights provisions of this Agreement apply to both Brand Ambassadors.
- (B) If a Brand Ambassador's immediate family members engage in conduct that constitutes a violation of any of the provisions of this Policy, such conduct will be considered a violation by the Brand Ambassador and Plexus may take disciplinary action against the Brand Ambassador in accordance with this Policy. A Brand Ambassador "cohabiting family" means a spouse and dependents who live or do business at the same address. Similarly, if an individual who is in any way associated with a corporation, partnership, or other entity (collectively, an "Affiliated Individual") violates the Policy, that action will be considered a violation by the entity and Plexus may take disciplinary action against the entity. If a Brand Ambassador is terminated for

failing to comply with Plexus policies, the dismissed person will not be able to re-apply to be a Brand Ambassador or Plexus customer, as well as any household member or affiliate who took the action that gave rise to the termination.

- (C) **Divorce:** In the event of a divorce or legal separation, the Brand Ambassador should contact Plexus' Compliance Department. Plexus may require court documents related to such cases, or a settlement agreement signed by both parties with respect to the beneficial rights of the brand ambassadorship.
- (D) **Death and Inheritance:** In the event of the death of a Brand Ambassador, this Agreement will be transferred to the Brand Ambassador's legal successor (a person who is properly eligible to qualify under this Agreement) in accordance with applicable law. Plexus may request copies of death certificates (or doctor's certificates), certified wills, court orders, and other appropriate legal documents. The rights successor must submit a completed Brand Ambassador Agreement. In the event of notice of death, Plexus reserves the right to make payments to the estate of the deceased brand ambassador. If your legal successor wishes to terminate your account, you must provide a signed letter stating that you wish to terminate your account, along with the appropriate legal documentation to prove your death. If the legal successor to the brand ambassadorship is already an existing brand ambassador, the contract will be transferred to the existing brand ambassador and Plexus will recognize multiple beneficial rights through inheritance 。 But only if the existing brand ambassador does not already own another brand ambassadorship through inheritance. If an existing brand ambassador already owns another brand ambassadorship through inheritance, Plexus will grant multiple beneficial rights through inheritance for up to six months, but by then the existing brand ambassador must sell or transfer the existing brand ambassadorship or inherited brand ambassadorship.

第5条 remuneration

1. **Proceeds from sales:** Brand Ambassadors who qualify and comply with this Agreement in accordance with the compensation plan will receive a commission. Due to its dependence on personal efforts, Plexus does not guarantee any level of profit or success, nor does it guarantee any specific income to its brand ambassadors.

Brand Ambassadors do not receive compensation for sponsoring or soliciting other Brand Ambassadors. The only way to earn commissions is through the sale of products, and the commission is based on these sales.

2. **Payment Method:** Commissions will be paid by depositing funds into the Brand Ambassador's bank account or an e-wallet account provided by a third-party provider selected by Plexus. If a Brand Ambassador does not activate their e-wallet account, Plexus will not be obligated to pay any commissions earned using another payment method.

If Plexus decides to use an e-wallet provider to pay commissions, the brand ambassador must activate an e-wallet account with the e-wallet provider designated by Plexus. Once the Brand

Ambassador earns the first commission, the Brand Ambassador agrees that Plexus will open an e-wallet account in the Brand Ambassador's name. Plexus provides an account opening link to brand ambassadors. Commissions are subject to an administration fee of \$2.95 per calendar month in which commission payments are made. In addition, if your account is not activated within 90 days of account setup, or if account funds are not used for 90 days after activation, you will incur a dormancy fee of \$6.00 per calendar month. Plexus may change its e-wallet provider from time to time at its sole discretion and after such change, the Brand Ambassador may be required to activate a new account with the alternative provider in order to continue receiving commissions and access the commission balance in the e-wallet.

3. **Payment Requirements:** Plexus will not be liable for (1) product orders received prior to the end of the commission period, (2) payment has been completed, and (3) Subject to the completion of the sale, we will pay a commission to the Authorized Brand Ambassador.
 - (A) Commissions will be paid in the name of the entity listed on the corporate entity application form. If the entity is not listed, the commission will be paid to the e-wallet account (if applicable) in the personal name of the person originally listed in the Brand Ambassador Agreement.
 - (B) Commissions are paid no later than the 20th of each month. All non-online orders must arrive at Plexus by 11:59 p.m. ET on the last business day of the month to be included in the commission calculation for that month. Orders for online goods must be received by Plexus by 11:59 p.m. ET on the last business day of the month in order to be included in the commission calculation for the month.
 - (C) The Business Building Bonus is paid out on the Friday after the end of each week's qualifying period. In order for an order to be included in the weekly qualifying period, the order must be placed between midnight (12:00) on Sunday and 11:59 p.m. ET on the following Saturday.
 - (D) If a Brand Ambassador believes that there is an error in the commission calculation or program eligibility, the error must promptly notify Plexus. If such issue is not presented in writing to Plexus within thirty (30) days after the end of the relevant commission period, Brand Ambassador shall waive all recourse regarding such alleged error.
4. **Minimum Payment:** The minimum payment amount for commissions and bonuses is 150 yen after deducting any applicable administrative fees. If the commission or bonus in the payment period is less than 150 yen, it will be accumulated until it reaches 150 yen.
5. **Return or Unpaid Payments:** Plexus will make every effort to ensure that Brand Ambassadors receive commission payments. provided, however, that in the event of non-payment of commissions due to reasons beyond Plexus' control (e.g., lack of information), payments will be withheld for the benefit of the Brand Ambassador, unless applicable law regarding unclaimed property provides otherwise. If the payment is unsuccessful and the refund is made, a one-time cancellation fee of up to 3800 yen will be charged.

6. **Manipulation is prohibited:** Manipulation of compensation plans is prohibited and may result in disciplinary action. Compensation plan manipulation includes, but is not limited to, brand ambassadors making purchases to qualify for various ranks or commissions, large quantities of products that are not sold through direct selling channels, placing orders to downline organizations, and other activities that may violate anti-pyramid laws. It is prohibited to create a brand ambassador position for the sole purpose of qualifying or manipulating a compensation plan. Such manipulation may, at the discretion of Plexus, result in suspension of commissions and revocation of brand ambassador status.
7. **Deductions and Offsets:** Brand Ambassadors may deduct fees from the Commission as Plexus deems appropriate in accordance with Section 5 of this Agreement or any other term or condition of this Agreement; or authorize Plexus to deduct from the Commission any other amount owed by the Brand Ambassador to Plexus at any time for any reason. Fees are imposed at the sole discretion of Plexus.

第6条 Ordering Plexus Products

1. **Inventory:** Plexus does not impose a minimum inventory on its brand ambassadors, so brand ambassadors should use their own judgment to determine how much inventory they need to sustain projected retail sales and personal use.
2. **Orders:** Orders can be [picked up by phone, www.plexusworldwide.jp](http://www.plexusworldwide.jp), or at the head office store if the main office is open.
 - (A) Prices for Plexus products are subject to change at Plexus' discretion.
 - (B) Payment must be the exact amount of your order and can be made with any payment method currently available.
 - (C) Orders must be paid for in full before they are received or shipped. All shipping and handling charges depend on the destination and the quantity of the item ordered.
 - (D) Fraudulent use of someone else's credit card is prohibited.
 - (E) Telephone orders will not be deemed to have been placed for Plexus until a Plexus customer service representative has provided the brand ambassador or customer with an order number.
 - (F) Plexus reserves the right to refuse any order for any reason.
3. **Backorder:** If Plexus is temporarily out of stock for an ordered item, the Brand Ambassador will receive a "backorder" notification upon shipment. Backorders are processed first when new inventory arrives. The volume of the backorder will be accounted for in the month in which Plexus receives payment for the first order.
4. **Registered payment method:** This payment method may be an option for product purchases by Brand Ambassadors in certain certified countries. If a Brand Ambassador establishes a Registered Payment Method for the purchase of a product or the receipt of a commission, the Brand Ambassador authorizes Plexus to electronically debit or credit his or her payment method

electronically on a periodic basis for the amount of the specified purchase or payment in accordance with the laws of the Authorized Country in which the Brand Ambassador resides.

(A) In order to establish a registered payment method for purchase or payment, the eligible Brand Ambassador must add the preferred payment method to the Brand Ambassador's Virtual Office.

(B) In order for a Brand Ambassador to use someone else's payment method to purchase Plexus products, it must be notarized in writing by the owner of the payment method account. Failure to obtain proper authorization is a breach of this Agreement.

5. **Failure to Default:** Any payment that is not supported by sufficient funds or returned uncollected is a breach of this Agreement. Plexus charges a fee of ¥3,800 for all payments for which you don't have enough funds. Plexus reserves the right to restrict the payment methods of Brand Ambassadors.

(A) In the event of insufficient funds, the Brand Ambassador shall be responsible for bank charges and Plexus fees. If a payment method on file is used, the Brand Ambassador understands that if Plexus initially attempts to receive payment and fails, the retry will occur 3 days after the first retry and the last retry will occur 3 days after the first retry. The brand ambassador's bank or card issuer may reject the charge or charge a fee for insufficient funds for each failed payment attempt. In the event of insufficient funds, Plexus will withhold the product or cancel the shipment. If a product has already been shipped, the Brand Ambassador will be required to use an alternate payment method for the product. If payment is not received within a reasonable period of time, Plexus may take collection action, stop shipping future orders, and take other collection action available under this Agreement (including withholding commissions).

(B) The uncollected amount can be deducted from the brand ambassador's current or future commissions.

(C) The Brand Ambassador understands that all persons listed in the Ambassador Agreement or persons with a beneficiary interest in the Brand Ambassadorship are jointly and severally liable for any unpaid products and unpaid fees. The Brand Ambassador expressly understands that this joint and several liability supersedes any limitations of liability available to the Brand Ambassadorship or its beneficial owners.

6. **70% rule:** Every time a brand ambassador orders a new product, they certify that they have sold or consumed at least 70% of all products purchased in a previous order. Each Brand Ambassador who receives a commission and orders additional products agrees to keep documentation proving compliance with this policy, including evidence of retail sales. The Brand Ambassador agrees to provide this document to Plexus at Plexus' request. Failure to comply with this requirement or misrepresentation of product sales volume or consumption in order to advance a compensation plan in favor of the contract constitutes a breach of contract and grounds for termination. In addition, in the event of a breach of this requirement, Plexus reserves the right to recover the commission paid to the Brand Ambassador for the period during which such documentation is not maintained or for the period of violation of this provision.

7. **Sales Tax, GST, and VAT:** Plexus shall collect all applicable Japan sales tax and other taxes required by law based on the sales amount of all taxable goods sold to the brand ambassador or customer.
8. **Product Inspection and Approval:** Brand Ambassadors are required to inspect the product when it arrives. If the item is damaged in transit, missent due to a mistake on Plexus' part, or is of substandard quality, Plexus will replace the item, provided that the brand ambassador notifies Plexus within five (5) business days of receipt of the order. Plexus will issue a return label for the goods and immediately send you a replacement order. Plexus will inspect the goods as soon as they are received. If an exchange is not possible, Plexus will refund the price of the returned item. If Plexus is not notified of the non-conformity of the goods within 5 business days, we will assume that we have received the delivered goods.
9. **Returns, refunds and exchanges**
 - (A) Plexus 30-Day Money-Back Guarantee: 30-Day Satisfaction Guarantee: If a brand ambassador or customer is dissatisfied with a Plexus product, they will be subject to the Specified Commercial Transactions Law (hereinafter referred to as the "Special Commercial Law") You can contact customer service within 30 days from the date of purchase for a full refund. Commissions paid to the Brand Ambassador or its upline for refundable products may be deducted from the Brand Ambassador's account and, if applicable, from the Brand Ambassador's upline account. To receive a refund, the brand ambassador or customer must contact customer service to obtain approval and additional instructions for the refund procedure. Any promotions, bonuses, or winnings under the Plexus Rewards Plan achieved as a result of these purchases will be cancelled and the amount will be deducted from the Brand Ambassador's refund.
 - (B) Direct Customer Transactional Returns: Brand Ambassadors are required to comply with Plexus' 30-day money-back guarantee, which applies to all customers who purchase such products outside of the Brand Ambassador's corporate licensing website. To process customer returns, the Brand Ambassador must provide the unused product and original packaging, as well as the customer's full name, phone number, and email address (not exceeding "Customer Contact Information" It is called Plexus customer service (cs@plexusworldwide.jp or +81 50-6862-3692) for additional instructions regarding approval and refund/exchange procedures. Plexus will issue a replacement for the returned product. Shipping or courier costs for the return of the Product shall be fully borne by the Brand Ambassador, unless prohibited by law.
 - (C) Impact of Returns and Refunds on Commissions to Brand Ambassadors: Commissions paid to Brand Ambassadors and their uplines for items returned by Brand Ambassadors, retail customers, and VIP customers will be debited from the respective Upline Ambassadors' accounts or It may be deducted from current or future commission payments. If the Brand Ambassador has a credit balance in their e-wallet account, Plexus can deduct from that account any commissions already paid on returned or refunded items. The Brand Ambassador agrees not to rely on

the volume of the existing downline organization at the end of the commission period, as the return may result in a change in title, rank or commission payment.

第7条 Product Marketing & Offering

1. **Use of Sales Tools:** Brand Ambassadors may only use sales tools approved by Plexus in certified countries or countries eligible for the announced pre-launch period.
2. **Sales Tool Approval:** Brand Ambassadors must submit all sales tools to Plexus for approval before they can be used. Plexus reserves full discretion in whether or not to approve the proposed sales tool. The approval process usually takes a minimum of three weeks. In response to changes in laws and regulations, Plexus may revoke the pre-approval of sales tools and require brand ambassadors to remove previously approved sales tools from the market at their own expense and obligations. If approved, Plexus will issue the following to Brand Ambassadors:
 - (A) Sales tool-specific approval number and logo.
 - (B) Written acknowledgment from Plexus that the Sales Tool may be distributed.
3. **Product Claims:** The only claims and representations that a Brand Ambassador may make regarding a product are limited to those set forth in the materials distributed by Plexus or on the official website of Plexus. Third-party materials used in the Brand Ambassador business must comply with all laws and regulations. Brand Ambassadors may not make any express or implied pharmaceutical or medical claims with respect to the Product, except for claims made on Plexus materials or on the Plexus website approved in that country. Under no circumstances shall the Brand Ambassador endorse or promote any product as suitable for the diagnosis, treatment, prevention, or cure of any product.
4. **Claims of endorsement:** Brand Ambassadors must not imply that the promotion, operation, or organization of Plexus is endorsed, licensed, or endorsed by any government regulatory authority. Brand ambassadors must not claim or imply that any product is endorsed by any government agency.
5. **Prohibition of Income Claims:** Brand ambassadors are prohibited from making false, misleading, or inaccurate claims about their income potential. If a brand ambassador claims income, it must be based on actual income and should not be misleading. Brand ambassadors must maintain documentation to substantiate their sales or income claims.
6. **Use of Trademarks and Copyrights**
 - (A) Brand Ambassadors may not use any current or acquired trademark of Plexus or any confusingly similar trademark in any manner that could cause confusion, misidentification, or deception as to the origin of the goods or services advertised.
 - (B) Except as expressly provided herein, Brand Ambassadors may include information in their trade name, email address, Internet domain name or subdomain name, social media name, URL, advertisement, telephone number, or other address or title. You may not use any Plexus

trademark or a trademark that is confusingly similar to a Plexus trademark.

- (C) The Brand Ambassador agrees to immediately transfer to Plexus any registration of any company name, trade name, trademark, social media site name, or Internet domain name registered or reserved in violation of this policy. The provisions of this clause will survive the termination of the Agreement.
 - (D) Brand Ambassadors may not use Plexus trademarks on unapproved sales tools.
 - (E) Plexus will, in its sole discretion, determine whether variations of the Plexus trademark are confusingly similar.
 - (F) Brand Ambassadors shall not use the Plexus Marks in any country where the use of them is prohibited.
 - (G) Brand Ambassadors must not use the names, logos, trademarks, or other references of Plexus business or manufacturing partners in sales tools, correspondence, or any form of advertising.
 - (H) Brand Ambassadors are responsible for the use of online paid marketing programs or initiatives, such as pay-per-click online advertising, paid social advertising, Google Ads, and display marketing. You may not use any Plexus intellectual property, including, but not limited to, Plexus trademarks, trade names, service marks, product names, logos (or confusingly similar variations)
 - (I) The copyright of the Plexus literature and media belongs to Plexus and may not be reproduced.
7. **Use of "Brand Ambassador" in advertising:** If a brand ambassador chooses a business title, the title will include "Plexus Brand Ambassador". It is necessary to specify that it is. The title of Brand Ambassador must not imply that the Brand Ambassador is an employee or agent of Plexus. Whenever the Plexus logo or name is used in writing in connection with a Brand Ambassador, the Brand Ambassador must clearly identify himself or herself as a "Plexus Brand Ambassador." Ads must not include prices other than the suggested retail price.
8. **How to advertise:** As a brand ambassador, you can advertise in the following ways:
- (A) Newspapers: Brand Ambassadors may place general business opportunity ads in the advertising section of local newspapers, provided that they comply with all applicable laws and regulations.
 - (B) Phonebook: Brand Ambassadors may place their brand name in text after "Plexus Brand Ambassador" on the white or yellow pages of the phone book. Graphic or display ads in the phone book are prohibited.
 - (C) Advertising by e-mail, telephone, or facsimile: All advertisements sent by e-mail, telephone, or facsimile must comply with all anti-spam laws and related laws in which the recipient resides. Brand ambassadors must investigate and comply with all laws regarding unsolicited commercial email, including communication via SMS text message.
 - (D) TV and Radio: Television and radio advertising require prior written approval from Plexus' Marketing, Public Relations, and Compliance departments. Requests must be submitted through the Compliance Department.

- (E) Celebrity Nominations: Brand Ambassadors may use Celebrity endorsements with Plexus' written approval and the prior written approval of such Celebrity each time they use a Celebrity's name.
- (F) Exhibitions and bazaars: Brand ambassadors can sell or promote their products at bazaars, exhibitions, and other similar gatherings. However, you can only attend 4 events held in the same or similar location in a 12-month period. In such events, you can apply a 10% discount on products, but you must declare a "special price".
- (G) Internet Advertising:
 - ① Plexus Licensed Sites: Subject to the terms of this Agreement, Brand Ambassadors may only use Plexus' licensed websites to promote products or business opportunities on the Internet. If a brand ambassador wants to utilize an internet web page to promote their business, they can do so through Plexus' reproduction licensed website program, using the official Plexus template. The program allows brand ambassadors to advertise on the internet and choose from a variety of homepage designs that allow them to personalize the brand ambassador's message and brand ambassador contact information. These websites seamlessly link directly to the official Plexus website, allowing brand ambassadors to have a professional and Plexus-endorsed presence on the internet. Brand Ambassadors may not use the Plexus name, logo, or product descriptions to independently design websites that promote (directly or indirectly) Plexus products or opportunities for Plexus
 - ② Social Media Sites: Brand Ambassadors may use "Facebook", "X", "LINE", "What's App", "TikTok" as long as they meet the following conditions. You can promote your business opportunities and products on video sites such as "YouTube" and social networking sites such as blog sites (hereinafter collectively referred to as "Social Media Sites").
 - a. All text, audio, and video posts do not contain claims regarding non-compliant products or income. For product information, the Brand Ambassador may refer visitors to the Plexus licensing website, the Plexus website, or the Plexus licensing website. All Submissions comply with Plexus' Code of Conduct, the rules of the social media site, and are subject to this Agreement in its entirety.
 - b. Videos posted on social media will display the words "Plexus Brand Ambassador" throughout the video.
 - c. Brand Ambassadors may not promote their company's licensed website, links to their Plexus account or other business-related websites, including on official Plexus social networking sites, profiles, blogs, etc.
 - d. Plexus will monitor the social media sites for compliance with this Agreement, and Brand Ambassador agrees to remove or modify the social media sites immediately upon request from Plexus to comply with this agreement.
 - e. Upon termination of this Agreement, any pages on the social media site created solely

for the purpose of networking Plexus' business must be removed or transferred to Plexus for the proper dissemination of the group or page.

9. **Advertising at Plexus-sponsored events:** Brand Ambassadors may not advertise, sell, or promote non-Plexus products or services at Plexus-sponsored events without the specific written permission of Plexus. (1) Promote non-Plexus events, systems, and materials, (2) Organize solicitations to individuals, and (3) distributing flyers, DVDs, or other materials, and (4) using any other means of advertising that Plexus deems inappropriate;
10. **Advertising and Selling Prices of Products on the Internet:** When Brand Ambassadors sell to non-applicants (e.g., customers), the advertising and selling prices of all Products on the Plexus Licensing Website will be subject to the suggested retail price of Plexus, plus reasonable shipping costs and the amount charged by Plexus. You acknowledge and agree that you must not be less than taxes and handling fees on the Product. In connection with this section, the Brand Ambassador also agrees that it shall not advertise any discounts related to the shipment of Plexus products or any other special incentives or promotions related to the sale of Plexus products or services. In addition, Brand Ambassadors may be responsible for the use of pay-per-click online advertising, paid social advertising, Google AdWords, or in connection with any online paid marketing program or initiative, including display marketing. You agree not to use any Plexus intellectual property, including, but not limited to, Plexus trademarks, trade names, service marks, product names, logos (or confusingly similar variations). The Brand Ambassador acknowledges and agrees not to advertise or sell products purchased from other Brand Ambassadors on the Internet. If a Brand Ambassador breaches this clause, it will be a breach of this Agreement and will be subject to the breach procedures set forth in this Agreement.
11. **Distribute leads:** It's common for people outside of the Plexus network to inquire about Plexus products. If Plexus is able to determine whether the person making the inquiry has received information from a particular brand ambassador or if the person has a specific brand ambassador with whom they know, we will make every effort to refer that person to that brand ambassador. If an association with a specific Brand Ambassador cannot be determined, that person will be randomly assigned to an existing Brand Ambassador at the Gold level or higher. The final decision on the placement of leads belongs to Plexus.
12. **Public Relations:** For inquiries from the media, please contact Plexus(cs@plexusworldwide.jp) immediately. The purpose of this policy is to provide accurate and consistent information to the public at all times.

第8条 Restrictions on sales

1. **Prohibition of sales for resale:** Brand ambassadors are prohibited from selling products to anyone who knows or has reason to suspect that the ambassador will resell them. This provision will survive the termination of this Agreement.

2. **Internet Sales:** The Brand Ambassador acknowledges and agrees that advertising and sale of products on the Internet may only be done on Plexus-licensed websites. Brand ambassadors are Amazon, eBay, Facebook Marketplace, Rakuten, Walmart, and Etsy. You may not directly or indirectly sell or offer for sale any products on any unauthorized website, including but not limited to websites similar to these. The provisions of this section shall survive the termination of this Agreement.
3. **Retail Stores:** Except as noted herein, Brand Ambassadors may not sell products or promote business opportunities through retail establishments. You may post Brand Ambassador information on the premises of a retail property provided that you comply with all relevant advertising requirements set forth in this section and the following requirements:
 - (A) The display may include one of each product for each retail location, or multiple images of the product in a display for advertising purposes only.
 - (B) No products, including display items, may be sold on the premises of the retail establishment.
 - (C) No retail establishment shall display or advertise Plexus products or opportunities in a manner that is visible from outside the store.
 - (D) The Plexus Disclaimer must be prominently displayed near the merchandise labeled. Disclaimers cannot be changed in size, color, content, etc. The disclaimer can be downloaded from the Plexus website and should include the following:

"Thank you for your interest, Plexus products are distributed and sold by brand ambassadors as a direct selling company and are not sold in retail stores. To purchase Plexus products, please contact (Brand Ambassador Contact:) at (Brand Ambassador Name:). 」
 - (E) If the retail establishment is a restaurant, café, juice bar, etc., the product can be sold on a trial basis, and the brand ambassador must provide ongoing support to the establishment.
4. **Service Facilities:** Brand Ambassadors can perform Brand Ambassador duties through service-related facilities. However, product banners and other sales tools must not be displayed to the public in a way that entice the public to a service-related facility. Plexus will determine, in its sole discretion, whether a place of business is a service-related facility and an appropriate location for the sale of goods.

Article 9 Customer Service and Product Quality

1. **Customer Service:** The Brand Ambassador shall provide customers with up-to-date contact information to inform them that they are available to answer questions, give advice, and address customer concerns. You shall consult with the training materials and customer service provided by Plexus regarding your handling of customers.
2. **Product Inspection, Storage and Handling Requirements:** The Brand Ambassador is responsible for properly storing and handling the product in accordance with the storage instructions listed on the label of the Plexus product. Proper storage and handling of the product includes: (1) ensuring that the product is not damaged or tampered with upon receipt, and (2) Regularly inspect products to

ensure that they are not expired or about to expire and remove expired products from inventory, (3) ensure that the seal on the product has not been broken, and (4) Store the product sealed and (5) store the product in a cool, dry place out of direct sunlight.

3. **No Alteration:** Brand Ambassadors must not re-label, alter, modify, alter, alter, or rewrap products or product labels, packaging, or materials.

第10条 Procedure for breach of contract

1. **Conditional Obligations:** Plexus' obligations to the Brand Ambassador are subject to the Brand Ambassador's good faith performance of the terms of this Agreement. Plexus may, in its sole discretion, determine whether a Brand Ambassador is in breach of this Agreement and may choose any remedy.
2. **Phased Disciplinary Action:** The Plexus Phased Disciplinary Policy ("Disciplinary Policy (if any)") aims to provide a systematic corrective action process to remedy violations of Brand Ambassador policies and procedures and prevent recurrence. This policy is designed to comply with Plexus' core values, best practices in the direct selling industry, and food, pharmaceutical, and cosmetic laws. Plexus reserves the right to combine or omit steps at its sole discretion, depending on the facts of each situation and the nature of the violation. Also, the level of disciplinary intervention may vary. Factors considered include whether the violation was repeated despite counseling or training, and the impact of the violation on Plexus. Notwithstanding the foregoing, any violation of Article 2.10 of this Policy and Procedure will result in immediate suspension.

(A) First offense: counseling and first warning letter

The first violation usually occurs because the brand ambassador is not familiar with Plexus policies and procedures or laws. Counseling and initial warnings provide an opportunity for the Compliance Department to bring Brand Ambassadors to the attention of policies and procedures and specific violations, and to provide counseling to comply with policies and procedures and applicable laws. The compliance department also explains the expectations and steps that brand ambassadors should take to resolve violations. This includes, but is not limited to, removing or correcting violated claims and other ways to remedy policy violations.

The Compliance Department monitors the files to determine if non-compliant materials or other policy violations have been corrected. If it improves, the compliance department closes the file. In that case, the compliance department closes the case. If not, the compliance department will proceed to a second breach notification.

(B) Second Violation: Escalation Warning Letter and Back Office Suspension

While it is desirable for brand ambassadors to promptly remedy violations, Plexus recognizes that this may not always be the case. A second written warning indicates the severity of repeated or non-action, and indicates that the brand ambassador may be temporarily suspended from the virtual office if no action is taken or policies and procedures are violated again.

Within three days of this notification, the Compliance Department will monitor the file to determine if non-compliant materials or other policy violations have been remedied. If it improves, the compliance department closes the file. If not, a three-day hold will be placed on the Brand Ambassador's Virtual Office. If the violation is not remedied or further violations occur, a written letter will be sent explaining that the Brand Ambassador may be subject to additional disciplinary action, up to and including termination, and informing you that the Brand Ambassador's Virtual Office has been temporarily suspended.

(C) Third offense: suspension and final warning

Repeated violations of policies and procedures are very problematic and potentially harmful. As such, the most effective and sensible action is to suspend your brand ambassador and forfeit your commission for a minimum of one month. The final warning letter will include notice of such suspension, the extent of forfeiture of commissions, a request for the brand ambassador to sign a notice of reinstatement, and a statement that the brand ambassador will be immediately terminated if the brand ambassador violates the policies and procedures again.

(D) Fourth offense: dismissal

As noted above, Plexus will endeavor to enforce the progressive nature of its disciplinary policy of issuing warnings, final warning letters, suspensions, forfeiture of commissions and then proceeding with termination, but reserves the right to combine or omit steps depending on the circumstances of each individual and the nature of the violation. If a Brand Ambassador commits a material breach of this Agreement, the Brand Ambassador will be terminated. In addition, brand ambassadors may be terminated if permitted by policies and procedures without prior notice or disciplinary action.

(E) Appeals Procedure

Brand Ambassadors who are terminated for breach of contract or breach of policies and procedures will have the opportunity to lodge a written appeal with the Compliance Appeals Committee within 10 days of the effective date of the dismissal. The purpose of this process is to enable Plexus to provide insight into extenuating circumstances that may have contributed to a brand ambassador's breach, or any other information that the brand ambassador deems to be a basis for its decision.

(F) Compliance Appeals Board

The Compliance Appeals Committee consists of the following members:

- a. 2 Executive Officers of Plexus
- b. Compliance Manager
- c. One (1) Diamond Brand Ambassador (the terminating Brand Ambassador must not be a downline of the appointed Diamond Brand Ambassador).

Appeals will be held within 10 days of receipt of a written appeal and may be held in person, by phone, through Zoom or other online video conferencing services. Neither Plexus nor the appellant will be represented by an attorney during the proceedings. Opposition hearings may not be

recorded. The Compliance Appeals Board will notify the dismissed brand ambassador of its decision within 10 days of hearing the appeal. If a dismissed brand ambassador wishes to make a presentation to the Compliance Appeals Committee in addition to the written materials submitted, the duration of that presentation will be limited to a maximum of 10 minutes.

IMPORTANT NOTE: This Tiered Disciplinary Policy does not provide contractual rights for the Brand Ambassador with respect to discipline or counseling, and nothing in this Policy should be construed as creating an employer/employee relationship between the Brand Ambassador and Plexus.

3. **Remedies:** In the event of a breach, Plexus may choose to do nothing or exercise some or all of its contractual remedies or exercise any legal or equitable remedies.
 - (A) Notify the brand ambassador of the breach, either in writing or verbally, and give notice to remedy the violation.
 - (B) Require brand ambassadors to provide additional assurances for future compliance.
 - (C) withholding or denying recognition or associated benefits.
 - (D) Assess the amount of damages and deduct it from the commission payment.
 - (E) Temporary or permanent suspension of brand ambassador rights.
 - (F) Seek injunctive relief.
 - (G) Termination of this Agreement.
 - (H) Seek damages and related costs.
4. **Possible Injunctive Relief:** The Brand Ambassador shall not comply with or violate any of this Agreement or is threatened to be in breach. You acknowledge that Plexus will suffer irreparable damages. As such, in such cases, Plexus reserves the right, in addition to all other available rights and remedies, to enter into an injunction immediately to stop such action or to obtain a judgment ordering the specific performance of the provision in question, without being required to present actual damages or pay an injunctive bond.
5. **Choice of Venue and Consent to Competent Court:** Any action or proceeding seeking injunctive relief under Article 11(1) shall be brought in the Tokyo District Court. The Brand Ambassador consents to the exclusive jurisdiction of such courts and waives any objection to the venue of any such action or proceeding being placed in such courts. Plexus may serve court documents on Brand Ambassadors by mail or other means as may be prescribed by applicable laws, rules, procedural rules, and local regulations. Any party that challenges the enforceability of this venue choice provision and fails shall reimburse the prevailing party for attorneys' fees
6. **Judicial Proceedings for Seller Identification:** Nothing in this Agreement is intended to, or precludes, Plexus from initiating any action in court for the purpose of verifying the identity of an unauthorized seller of a Plexus Product.
7. **Reporting a Breach of Agreement:** If a Brand Ambassador witnesses or becomes aware of a violation

of any term or condition of this Agreement by another Brand Ambassador, the witnessed Brand Ambassador shall submit a written complaint to Plexus' Compliance Department. Because it is difficult to investigate past claims and assert appropriate remedies, any claim for breach of the terms of this Agreement other than Cross-Company Recruitment must be submitted to Plexus' compliance department within eighteen (18) months of the alleged breach. Cross-company recruitment violations must be submitted to Plexus' compliance department within six (6) months of the alleged violation. If a violation is not reported within this timeframe, Plexus may not pursue the claim to prevent disruption of the brand ambassador business. However, this does not waive Plexus' right to investigate and take disciplinary action against a brand ambassador who has been convicted of a previous allegation.

8. **Breach of this Agreement:** These Terms are intended to protect Brand Ambassadors and Plexus from adverse consequences of violations. Brand Ambassadors who intentionally circumvent the contract in order to indirectly accomplish what is directly prohibited will be punished as if they were in direct violation of the applicable terms or rules. In such cases, all of the above remedies apply to Plexus. This Agreement is not intended to grant the Brand Ambassador the right to directly enforce this Agreement against other Brand Ambassadors or to take legal action against other Brand Ambassadors.

第11条 termination

1. end

- (A) Brand Ambassadors may terminate this Agreement in accordance with Section 9 of this Agreement by completing and submitting to Plexus the Cancellation Request provided by Customer Service. Click Cancel to update this provision when you have completed the changes.]
- (B) If a Brand Ambassador violates this Agreement or any modifications to this Agreement, Plexus may terminate this Agreement.
- (C) In the event of termination of a Brand Ambassadorship, Plexus may, at its sole discretion, retain the Brand Ambassadorship or dissolve the Sponsor and remove it from the Sponsorship.
- (D) In the event that a Brand Ambassador's e-wallet account is terminated, the Brand Ambassador's e-wallet account shall remain active unless or until terminated in accordance with its terms and conditions by a third-party e-wallet provider.

2. **Return of Confidential Information:** The Brand Ambassador must return to Plexus all Confidential Information (including information derived therefrom) under which it has direct or indirect control at the end of the Contract or at Plexus's request. If the Confidential Information cannot be returned because it is in electronic form, the Brand Ambassador shall permanently delete and erase the Confidential Information at the end of the contract or upon request.

3. **Brand Ambassador Redemption:** If this Agreement is terminated by Brand Ambassador or Plexus,

Plexus will be able to purchase any currently marketable product purchased by Brand Ambassador in the twelve (12) months prior to the date of termination of this Agreement. Repurchase in accordance with Article 40-2 of the Law. Products are "now available for sale" as long as they are commercially reusable and within the applicable expiration date. If Brand Ambassador has notified Brand Ambassador that the product is seasonal, discontinued, or special sale when the Brand Ambassador purchases the product, the Brand Ambassador will not be able to return the product for repurchase.

4. **Effect of termination for breach of contract**

- (A) Brand Ambassadors who have been terminated by Plexus must wait one year before applying for a new Brand Ambassador. In the meantime, the brand ambassador cannot have any other brand ambassadorship beneficiary rights. Before you can apply to become a new Brand Ambassador, you must first apply to Plexus through the Compliance Department. The application includes an affidavit that must be signed and notarized under penalty of perjury, and the brand ambassador confirms that he or she has not had a profit in any brand ambassadorship in the past one year.
- (B) Upon termination of this Agreement, the Brand Ambassador will forfeit all rights held by the Brand Ambassador.

Your position as a brand ambassador and your brand ambassador business will be withdrawn and terminated. Damages that Plexus has likely suffered and will suffer in the future as a result of a breach of the Brand Ambassador include, but are not limited to, all or any of the following: (1) loss of goodwill, loss of value of Plexus' confidential information and trade secrets, (2) loss of any portion of Plexus' business value, (3) Loss of future profits. The brand ambassador agrees that any outstanding commissions will be forfeited to the company in order to offset some of the damages.

- (C) Plexus may elect to reorganize the downline organization of a brand ambassador terminated for a breach in a manner that serves the best interests of Plexus, the downline organization and upline.
- (D) In the case of dissolving a brand ambassadorship with multiple beneficiaries, the following applies:
 - ① The withdrawing beneficiary must relinquish all rights and interests in the brand ambassadorship.
 - ② Plexus may not split or reassign the downline organization.
 - ③ Plexus may not split the fees between past and current beneficiaries of brand ambassadorship

5. **Effects of Voluntary Termination by Ambassador**

- (A) This Agreement may be terminated at any time by a Brand Ambassador who has not violated this Agreement for any reason, and at any time, by completing and submitting to Plexus a customer service provision form signed by all persons listed in the Brand Ambassador Agreement.

Termination will be effective on the date Plexus receives written notice, but if Brand Ambassadorship has current volume, the termination process may be delayed until the following month. If a Brand Ambassador violates this Agreement, it may not voluntarily or unilaterally terminate this Agreement until the greater of: (1) the last day of the renewal term of this Agreement, or (2) The last day of the period during which the Brand Ambassador was in breach of this Agreement. In this case, Plexus may elect any remedy for breach of this Agreement in accordance with Section 6, and Brand Ambassador shall not be entitled to receive any Commission during that period, as determined by Plexus in its sole discretion.

- (B) Upon termination of the agreement, the Brand Ambassador's status as a Brand Ambassador and all rights to the Brand Ambassador business will be revoked and terminated.
- (C) A Brand Ambassador who voluntarily terminates a Brand Ambassador may reapply as a Brand Ambassador under a new sponsor within one (1) year from the date on which Plexus receives written notice of termination. During this one-year period, a brand ambassador who voluntarily terminates will not be able to participate in brand ambassador duties or have a beneficiary of brand ambassadorship.
- (D) (1) Temporary Brand Ambassadorship, (2) Pending, Suspended, or Probated Brand Ambassadorship, (3) The Brand Ambassadorship is under investigation, but no formal disciplinary action has been taken, or (4) a notice of intent to terminate the Brand Ambassadorship has been sent.

第12条 other

1. **Governing Law:** This Agreement and the Procedures and any dispute arising out of or relating to or arising out of this Agreement and Proceedings shall be governed by and construed in accordance with the laws of Japan, without regard to conflict of law principles.
2. **Entire Agreement:** This Agreement, including this Agreement, contains the entire understanding of the subject matter of this Agreement between Plexus and Brand Ambassador and is intended as a final, complete and exclusive representation of the terms and conditions of both parties. This Agreement supersedes and replaces all prior negotiations and non-contemporaneous agreements, whether written or oral. No prior agreements, promises, negotiations, or representations, written or oral, relating to the subject matter of this Agreement, will have any effect. In the event of any conflict between the terms and conditions of this Agreement and any oral representation made by an employee or agent of Plexus to the Brand Ambassador, the express written terms and requirements of this Agreement shall prevail.
3. **Headings:** The section and subsection headings of this Agreement are inserted for convenience and reference only and are not considered in the interpretation or construction of any provision of this Agreement. Unless otherwise provided in the context, all references to sections of this Agreement shall refer to all subsections thereof.
4. **Amendments by Plexus:** Plexus reserves the right to modify this Agreement and these Terms of Use.

Plexus may communicate these changes by posting any portion of the amended Agreement and this Policy and Procedure on the Plexus website or by otherwise contacting you. If a Brand Ambassador engages in Brand Ambassador duties, renews Brand Ambassador status, or receives a commission after being notified of the change, the Brand Ambassador will be deemed to have accepted the changes to this Agreement.

5. **Ambiguity:** Any ambiguity in this Agreement shall not be construed against any party, regardless of which party is deemed to have created the ambiguous provision.
6. **Warranty:** Plexus makes no warranties, express or implied, beyond those set forth in this Agreement. Plexus disclaims and excludes all warranties regarding the possible infringement of patents, trademarks, trade names, copyrights and trade secrets arising out of the work of the Brand Ambassador. Plexus hereby disclaims all warranties, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement. This disclaimer of warranties constitutes an integral part of this Agreement.
7. **Waiver:** Any Plexus waiver by the Brand Ambassador for any breach of any provision of this Agreement must be in writing and shall not be construed as a waiver of any subsequent or additional breach by the Brand Ambassador. Plexus' failure to exercise any right or privilege under this Agreement shall not constitute a waiver of that right or privilege.
8. **Severability:** If any term or term of this Agreement is held by a court of law to be invalid, prohibited, or otherwise unenforceable in a jurisdiction, that provision will be unenforceable only to the extent that provision is held invalid, prohibited or unenforceable in that jurisdiction, and no other provision of this Agreement will be unenforceable or void. This Agreement will not be unenforceable or void in any other jurisdiction. In addition, any provision found to be unenforceable may be partially enforced to the fullest extent enforceable under the law.
9. **Force Majeure:** The Brand Ambassador acknowledges that Plexus shall not be liable for any damage or loss caused by delays or inability to manufacture, sell, or deliver the Goods due to labor disputes, accidents, fires, floods, acts of civilian authorities, acts of God, acts of terrorists, epidemics, pandemics, or other causes beyond Plexus's control.
10. **Successors and Assigns:** This Agreement will be binding upon and inure to the benefit of each of the parties to this Agreement's heirs, beneficiaries, executors, trustees, personal representatives, successors, and assigns (as applicable).
11. **Limitation of Liability:** To the extent permitted by law, Plexus, its directors, officers, partners, members, managers, shareholders, employees, assigns, and agents (collectively, the "Responsible Parties") shall not be liable for any loss of profits, indirect, direct, special, or consequential damages, and any other loss suffered or incurred by Brand Ambassador as a result of: (1) any breach of this Agreement by the Brand Ambassador, (2) the promotion or operation of the Brand Ambassador qualification and the Brand Ambassador business; (3) errors or errors in any data or information provided by the Brand Ambassador to Plexus or its responsible parties, (4) Brand Ambassador's failure to provide any information or data necessary for Plexus' business operations. Each Brand

Ambassador agrees that the entire liability of Plexus and its responsible parties for any claim relating to this Agreement, whether in agreement, tort or cause of action in equity, shall not exceed and be limited to the amount of the product in resalable condition purchased by the Brand Ambassador from Plexus.

第13条 Dispute Resolution

- (A) In the event of a dispute between a Brand Ambassador and Plexus, its officers, employees, members, partners, brand ambassadors or vendors, or in the event of a dispute arising out of any product sold by Plexus, the Brand Ambassador shall You agree that the Brand Ambassador and Plexus will make good faith efforts to resolve disputes in an amicable and mutually satisfactory manner.
- (B) If the dispute is not resolved amicably, the Tokyo District Court shall have exclusive jurisdiction.
- (C) Notwithstanding the foregoing, any revision, modification, modification, or termination of the Dispute Resolution Policy shall not apply to any dispute actually notified by Plexus prior to the effective date of such revision, modification, modification, or termination. The effective date of any such revision, modification, modification or termination shall not be effective unless the amendment, modification, modification or termination of any such revision, modification, modification or www.plexusworldwide.jp Published in notify brand ambassadors by email 30 days after being.

Appendix A

The following terms have the following definitions and apply to this Agreement in its entirety.

- **Agreement:** A document describing the specific relationship between the Brand Ambassador and Plexus, including the Brand Ambassador Agreement, legal entity and entity applications (if any), compensation plans, policies and procedures, country or circumstance addendums, [privacy policies](#), and [website terms of use](#), amendments thereto, and other written agreements between Brand Ambassador and Plexus. These documents are incorporated here by reference.
- **Applicant:** A person who has submitted a brand ambassador agreement.
- **Certified Countries: Countries officially approved by Plexus to** allow Brand Ambassadors to perform their Brand Ambassador duties.
- **Beneficial Benefits:** You are considered to have a beneficial interest in brand ambassadorship if: (1) as an individual, partner, shareholder, member, manager, beneficiary, fiduciary, officer, director, or representative of the Brand Ambassador business, you have direct or indirect ownership rights in the Brand Ambassador business, or (2) you actually or effectively control the Brand Ambassador business; (3) If you receive income directly or indirectly from the Brand Ambassador business (excluding receiving income under the compensation plan by the Upline Brand Ambassador). (4) Receive family support from the brand ambassadorship, (5) Receive spousal support from the brand ambassadorship, (6) Be a member of the direct household of the brand ambassador, (7) Spouse or cohabitant, (8) have other similar interests in brand ambassadorship.
- **Sincere Offer:** A written offer to purchase Brand Ambassador status by a person who is not a Brand Ambassador that Plexus deems a legitimate offer in its sole discretion.
- **Brand Ambassador/Ambassador:** A person who is currently authorized by Plexus to act as a brand ambassador. If more than one person is named in a brand ambassador agreement, "brand ambassador" may refer to all of them collectively.
- **Brand Ambassador Agreement:** A contract submitted by an applicant to become a brand ambassador. By signing a brand ambassador agreement, the applicant certifies that they have read and comply with the terms of the agreement.
- **Brand Ambassador Activities:** Activities that Plexus, in its sole discretion, determine to be an advertisement of Plexus' products or business opportunities. Such activities may include, but are not limited to, entering into a brand ambassador agreement, advertising, selling, or displaying products, hosting, conducting meetings or events, giving lectures (whether sponsored by Plexus or a brand ambassador), purchasing products at brand ambassador prices, product exchanges, returns, participation in compensation plans, and This includes, but is not limited to, receiving regular materials and other communications from Plexus, attending support services training hosted by Plexus, participating in motivational and recognition events, and sponsoring new brand ambassadors.
- **Brand Ambassador Rights:** The right of the Brand Ambassador to perform Ambassador duties under this Agreement.

- **Brand Ambassadorship:** A defined position within the network of brand ambassadors covered by the contract.
- **Business Entity:** Business entity: Any type of business entity authorized under the laws of the organized jurisdiction. This includes, but is not limited to, lawfully established companies, partnerships, and trusts.
- **Business or Manufacturing Partners:** Third parties directly involved in the creation or management of Plexus' business and products.
- **Cohabitants:** Individuals who are 18 years of age or older and share their place of residence and marital status with another person.
- **Commission:** A remuneration paid to a brand ambassador based on the quantity of products sold by the brand ambassador and purchased or sold by the downline organization. Your eligibility to receive commissions is determined by the monthly sales requirements currently in effect, as stated in your compensation plan.
- **Company/Plexus:** Plexus Japan Co., Ltd., or any lawful assign, successor, subsidiary, or affiliate, regardless of geographic location.
- **Plexus Licensed Website:** An Internet website approved by the Company in accordance with the provisions of the Policies and Procedures and used by the Brand Ambassador to conduct the Brand Ambassador duties.
- **Plexus website:** The official website of the company in www.plexusworldwide.jp.
- **Compensation Plans:** detailing the requirements and perks for the brand ambassador compensation structure, The specific plan that Plexus uses. [Compensation Plans](#).
- **Confidential Information:** This includes, but is not limited to: (1) information about the brand ambassador in the downline organization or upline, including the brand ambassador's name and contact information, customer information developed by Plexus; or customer information developed by Brand Ambassadors for Plexus through Brand Ambassador meetings, websites, emails, or profile collection tools. Brand Ambassadors or their agents collect and store information about Brand Ambassadors and their customers (including, but not limited to, credit data, retail customer and brand ambassador profiles, and product purchase information); any other electronic or manual applications that you use to develop, and (2) Customer lists, manufacturing and supplier information, business reports, commission or sales reports, business plans, forecasts, trade secrets, intellectual property, analysis, related information, and other financial and business information that is reasonably understood to be confidential or provides a competitive advantage. Confidential Information may be disclosed orally, in writing, electronic, magnetic, visual, or by any other means, in documents, drawings, specifications, software, technical data, engineering data, or other forms.
- **Legal and Business Entity Application Form:** Documents required as part of the contract when applying to become a brand ambassador through the applying entity. The corporation or entity application must list all partners, shareholders, owners, or any person who has a direct or indirect

beneficial interest or control over the entity.

- **Cross-Company Solicitation:** Breach of contract as set forth in Section 2 of the Policies and Procedures.
- **Cross-line solicitation:** Existing brand ambassadors (or those who have a beneficial interest in the activities of that brand ambassador) or solicit you to become a sponsor, even indirectly; The Cross-Line Solicitation Policy applies only to the solicitation of existing brand ambassadors and does not apply to persons who are not brand ambassadors of Plexus. Plexus cannot punish a Brand Ambassador who has never been an Ambassador but has solicited or induced a person to be contacted by another Brand Ambassador. As with any for-profit company, a brand ambassador who invests time and money in that person is: To take the risk that the person may choose to sponsor under another person.
- **Customers:** Non-brand ambassadors who purchase products, including retail and VIP customers.
- **Downline organization:** A genealogical organization consisting of a brand ambassador and customers who are positioned below the brand ambassador in the brand ambassador's sponsor or placement tree. A Brand Ambassador is either (1) personally sponsored by a Brand Ambassador and becomes a downline of that Brand Ambassador through a placement or sponsorship, or (2) It consists of those sponsored by the Brand Ambassador or placed by the Brand Ambassador through placements, as well as their respective customers.
- **Material breach:** Performance or substantial failure to perform a contractual provision that affects the basis of the contract or affects the value of the contract.
- **Payment Method:** Credit, debit, or bank account debits selected by the Brand Ambassador in the Virtual Office as the default payment method for Plexus product purchases and applicable commissions
- **Frontline:** A brand ambassador who appears in the first tier of sponsorship of a downline organization that reports directly to a particular brand ambassador. Brand ambassadors can appear through sponsorship compression. For commission purposes, the number of customers eligible for commission is treated the same as frontline.
- **Individual Number:** Individual Number, also known as My Number, is a 12-digit number that is automatically issued to all Japan citizens and residents of Japan (including foreign residents) and is used for tax, social security, and disaster preparedness purposes.
- **Individuals:** individuals, business entities, or other entities that have a separate and independent existence, and their successors, heirs, or assigns.
- **Placement:** The sponsor places a brand ambassador in the downline organization.
- **Policies and Procedures:** Plexus Policies and Procedures. Plexus' policies and procedures as described herein, including any supporting documents and addendums.
- **Pre-Launch Period:** The preparatory period announced by Plexus before becoming a certified country for Brand Ambassadors to begin their activities as Brand Ambassadors. Business in the

country.

- **Product:** A product or service that has been allocated a volume and provided by Plexus. Sales tools and promotional materials are not included in this definition.
- **Qualified Direct Upline:** The direct sponsor of a brand ambassador who has not violated the contract and has qualified for revenue under the compensation plan in the previous month with respect to the initial veto.
- **Rank:** The current payout eligibility level of the brand ambassador based on the compensation plan. The rank of a brand ambassador affects the commission of the brand ambassador and can fluctuate from month to month, and is determined by whether the brand ambassador meets the various qualifications listed in the compensation plan.
- **Solicitation:** Any other direct selling, network marketing, or business operating in any authorized country or having a Brand Ambassador in any way so that other Brand Ambassadors sell or purchase products or services, either directly, indirectly, or through any third party (including, but not limited to, the use of the Website) Solicitation, registration, encouragement, or effort to persuade or influence in any way to register or act as a brand ambassador, employee, executive, or consultant to a multi-level marketing company or for that company. Such conduct constitutes a recruitment activity, even if the Brand Ambassador's conduct is in response to an inquiry or communication made or initiated by another Brand Ambassador.
- **Retail customers:** People who are not brand ambassadors or VIP customers who order or subscribe to products individually. Before registration and for one year after registration, there will be no VIP customers and retail customers.
- **Retail facilities:** Businesses that have brick-and-mortar stores that are not service-related. Examples include, but are not limited to, mass retailers and specialty stores. For the purposes of this definition, a retail establishment does not include the Internet if the Brand Ambassador complies with the relevant sections of the Permitted Internet Sales and Advertising Policy and Procedures.
- **Retail sales:** Brand ambassadors selling products to customers.
- **First Right of Veto "RFR":** The right set out in Article 4 of the Policy and Procedure.
- **Sales tools:** information, materials, and products created by the Brand Ambassador for the Brand Ambassador business (e.g., websites, brochures, training materials, social media pages and accounts, etc.).
- **Social media sites:** Facebook, X, Instagram, LINE, YouTube, Sites, including TikTok and other web-based and mobile-based technologies used to turn communications between organizations, communities, and individuals into interactive interactions.
- **Suggested retail price:** The price at which a brand ambassador sells a product to a retail customer. The suggested retail price will be posted on the Plexus website.
- **Service-related facilities:** Service-related establishments: Businesses that are not readily accessible to the general public unless they are by appointment or membership, or whose primary function is to

provide specialized services rather than selling goods. Examples include, but are not limited to, private or restricted-access offices, salons, spas, gyms, health clubs, or private associations. These associations can retail some goods, but their main purpose is to provide services.

- **Sponsor:** A brand ambassador who directly recruited other brand ambassadors to his or her downline organization.
- **Title:** The highest rank title a brand ambassador has ever earned.
- **Unauthorized Websites:** All websites other than those licensed by Plexus.
- **Upper line:** A hierarchy of a single line of sponsors or brand ambassadors that extends upwards from brand ambassadorship.
- **VIP Customers:** Persons other than Brand Ambassadors or Retail Customers who have agreed to participate in the Plexus VIP Customer Program and have signed the Plexus VIP Customer Agreement. During the pre-registration period and in the first year of operation, there will be no VIP or retail customers.
- **VIP Customer Program:** Through this program, people can purchase Plexus products at preferential prices and get program benefits.
- **Volume:** The value assigned to the product for commission purposes.

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