



〒106-0032 7-7-7 Roppongi, Minato-ku, Tokyo Tri-Seven Roppongi 8F

## **Plexus Brand Ambassador Agreement**

This Plexus Brand Ambassador Agreement sets forth the terms and conditions of the contract between the Plexus Brand Ambassador (hereinafter referred to as "Brand Ambassador", "You", and "I") and Plexus Japan K.K. (hereinafter referred to as "Company").

Capitalized terms defined in this Agreement shall have the meanings set forth in this Agreement or in Brand Ambassador's policies and procedures.

The parties agree as follows:

### **Article 1 Contract**

"Agreement" means this Plexus Brand Ambassador Agreement, Policies and Procedures, Compensation Plan, Product Order Subscription Terms, , Business Entity Form (if any), Privacy Policy, Website Terms of Use, the Gaiyoshomen, and any other country-specific or situation-specific addendums between You and the Company .

These documents, in their present form and as amended by the Company, from time to time, are incorporated into this Agreement by reference and together constitute the entire agreement between You and the Company. In the event of any conflict between your Brand Ambassador Agreement and any other document or clause, your Brand Ambassador Agreement shall prevail.

### **Article 2 Consent**

Upon receipt of the Brand Ambassador application, You will become a Brand Ambassador. You acknowledge that the Company may not accept your application.

### **Article 3 Independent Contractor**

As a Brand Ambassador, You understand that You are an independent contractor and not an employee, agent, partner, legal representative, or franchisee of the Company. This means that the Company will not withhold or deduct any taxes from your compensation unless the Company is required to do so by law.

### **Article 4 Contract Period**

This Agreement commences on the date You are accepted as a Brand Ambassador and ends one year later. This Agreement will automatically renew every one year from the date of your acceptance, unless You or the Company terminates the Agreement prior to renewal in accordance with the terms of this Agreement and its policies and procedures. We understand that You may decide not to renew your Agreement.

### **Article 5 Termination**

The Company may terminate this Agreement at any time for any reason by giving written notice to You. If You terminate this Agreement within thirty (30) days after the execution of this Agreement, You will receive a full refund of the Sign-Up Fee and any other fees paid in connection with this Agreement. In the



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event of termination of this Agreement for any reason, the Company shall comply with the terms and procedures set forth in this Agreement to the extent permitted by this Agreement and the Act on Specified Commercial Transactions (the "Act"). If you breach this Agreement, the Company may suspend You as a Plexus Brand Ambassador and terminate this Agreement. In the event of termination of this Agreement for any reason, You will forever lose all rights as a Brand Ambassador. After termination, You will not have any rights in respect of commissions, bonuses or other compensation, or in respect of your sales organization to which You were previously a member ("Downline Organization").

#### **Article 6 Credit Card Transactions**

I authorize the Company to charge the credit card on file for the purchase of the Products. If your credit card on file is declined or cannot be charged for any other reason, You agree the Company can charge another credit card on file.

#### **Article 7 Guarantee of Income**

You understand that the Company does not guarantee that You will earn income or that the Company will generate a profit for your business. The Company will not represent to any other person that the Brand Ambassador is guaranteed income or profitability. You understand that your income is dependent on the sale of your products to end users.

#### **Article 8 Representation of Products and Business Opportunities**

You will not make any false, misleading or unsubstantiated statements about the products and the Company's business opportunities. You will operate your business in an ethical manner and comply with all applicable laws, regulations and guidance. You agree not to make any statements at any time about the actual or potential earnings of the Plexus Brand Ambassador other than those set out in the current Income Disclosure Statement.

#### **Article 9 Disclaimer and Compensation**

You hereby indemnify the Company and its directors, officers, shareholders, members, partners, employees, agents, and assigns (collectively, the "Released Parties") from any and all damages for consequential, punitive, or punitive damages arising out of your performance of your obligations under this Agreement. The Company will indemnify the Released Parties from any and all claims or liabilities arising out of your business. This includes any representations made in connection with the products, the business opportunities, driving a motor vehicle, or renting or using meeting or training facilities for your business.

#### **Article 10 Consumption Tax/Value Added Tax**

You understand and agree that the Company will collect all applicable Japan sales taxes and such other taxes as may be required by law based on the sales amount of all taxable goods sold to You.

**Article 11 Amendments to this Agreement**

Except for the dispute resolution provisions in Section 16, You understand that the Company may amend this Agreement and any documents referred to in this Agreement at any time. The amendments shall be effective when they are posted on the Company's website (<https://plexusworldwide.jp>), in your Virtual Office, or sent to You by email.

The Company's continued business with You, including the receipt of any compensation from the Company, will be deemed to be your acceptance of the amendment.

**Article 12 Use of Personal Information / Commercial Electronic Messages**

You consent to the collection and use of your personal information in accordance with the Company's Privacy Policy.

You also consent to receive commercial electronic messages and SMS text messages from the Company.

You acknowledge that You may withdraw your consent at any time by emailing [privacy@plexusworldwide.com](mailto:privacy@plexusworldwide.com) or contacting Plexus customer service at [customerservice@plexusworldwide.jp](mailto:customerservice@plexusworldwide.jp) or 815068623692. In order to support your business, the Company may need access to certain personal information and the ability to send commercial electronic messages. You understand that if You wish to continue as a Brand Ambassador, You may not be able to revoke this permission to collect and use your personal information or withdraw your consent to send commercial electronic messages or SMS text messages.

**Article 13 Use of Name/Portrait**

You agree that the company may use your name, likeness, and personality to promote the business in any and all media, including testimonials, radio, television, DVD, DVD-ROM, CD, CD-ROM, cable television, satellite, print, internet, internet streaming, and social media.

You agree that the Company owns all rights to your personal experiences, photographs/portraits and works created from them, and You agree not to assert any claims, demands or actions based on moral rights ("moral rights" as defined in Articles 18 to 20 of the Copyright Act of Japan). You release the Company, its representatives, employees, officers, members, partners, directors and agents from any and all liability and claims relating to the use of your personal testimony, name/photograph or likeness for any purpose whatsoever.

**Article 14 Ethics**

You understand that the Company is a family-oriented company and is expected to have the highest ethical and honest integrity and to act in accordance with applicable laws. You confirm that You have never been convicted of a serious crime under the Criminal Code of Japan, have never been charged with a crime contrary to morality, or have violated a court order.



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#### **Article 15 Supervision and Training**

You agree that You must supervise and train any Brand Ambassadors sponsored by You. This means that You must communicate regularly with your Downline Organization.

#### **Article 16 Direct Selling Association**

The Company is proud to be applying for membership in the Japan Direct Selling Association (hereinafter referred to as "JDSA") and comply with the [JDSA Code of Ethics](#). You are obliged to ensure that your Brand Ambassador is familiar with and complies with the JDSA Terms. The JDSA Terms can be found by clicking on the link above or by clicking on the JDSA link on the Plexus website.

**Commented [AH1]:** Need hyperlink to JSDA Code

#### **Article 17 Dispute Resolution Policy**

(a) In the event of a dispute between You and the Company, any of its officers, employees, members, partners, brand ambassadors, or vendors, or arising out of goods sold by You, You agree to make good faith efforts to resolve the dispute 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 you prior to the effective date of such revision, modification, or termination.

The effective date of any revision, modification, or termination shall be thirty (30) days after the revision, modification, or termination is posted on Company's website ([www.plexusworldwide.jp](http://www.plexusworldwide.jp)) or notified to Brand Ambassadors by email.

#### **Article 18 Assignment**

This Agreement sets forth your rights and interests in your business.

You may not assign this Agreement or any of your rights or obligations under this Agreement. If this Agreement is properly assigned, it will bind and benefit your successors and assigns. The Company may assign this Agreement to an affiliate or entity.

#### **Article 19 Waiver**

No waiver by any breach of any provision of this Agreement by You aor the Company shall be deemed a waiver of any further breach of that provision or any other provision.

#### **Article 20 Invalid**

Each provision of this Agreement must be construed in a manner valid under applicable law. If any provision is held to be invalid, the remainder of this Agreement will remain in full force and effect.

#### **Article 21 Integration**

This Agreement and the documents incorporated by reference constitute the entire understanding and



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agreement between You and the Company.

#### **Article 22 Headings**

The headings and headings used in this Agreement are for reference purposes only and are not intended to be used to interpret this Agreement.

#### **Article 23 Notice**

All required notices shall be given in writing and shall be deemed to have been delivered in person, by e-mail or by a courier in Japan to the following address (or such other address as may be specified in writing by either party):

( I ) For Plexus:

〒106-0032 7-7-7 Roppongi, Minato-ku, Tokyo Tri-Seven Roppongi 8F Plexus Japan Co., Ltd.

E-mail address to the Legal Department: [legal@plexusworldwide.jp](mailto:legal@plexusworldwide.jp)

(II.) FOR BRAND AMBASSADORS:

The current address listed on the Virtual Office Brand Ambassador profile page

Or to your email address.

#### **Article 24 Trademarks, Domain Names, and Social Media Sites**

As a Brand Ambassador for the Company, You are permitted to use the Company's name, trademarks, copyrighted materials, and other intellectual property in your business and approved advertising.

If You terminate this Agreement and cease to be a Plexus Brand Ambassador, You may not use the Company's name, trademarks, or other Company materials. While You are a Plexus brand ambassador, You must not use any Plexus trademark, or any name or image similar to a Plexus trademark, in any manner unrelated to Plexus.

This includes use in business names, email addresses, domain names or subdomains, social media site names, URLs, phone numbers, and other postal addresses and titles.

#### **Article 25 Refund / One-year buyback**

(I.) 30-day satisfaction guarantee. If you or your customers are dissatisfied with the products, You may contact customer service within 30 days from the date of purchase to obtain a full refund in accordance with the provisions of the "Cooling-off" provisions of the Act.

Any commission paid to You or your upline for the refunded product will be debited from your account and, if applicable, from your upline account.

(II.) ONE-YEAR BUYBACK

In the event of termination of this Agreement by You or the Company, the Company will repurchase any products available for sale purchased by You within twelve (12) months from the date of termination of this Agreement in accordance with Section 40.2 of this Commercial Code.

Products are "currently marketable" as long as they are commercially reusable and within the applicable



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expiration date.

If the Company has notified You at the time of purchase that the Product or Products are seasonal, discontinued or special promotional products, You will not be able to return the product for repurchase.

#### **Article 26 Compensation Plan**

If eligible, You receive bonuses or commissions from sales to your customers, from your personal sales and from sales by your downline organization, in accordance with the Company's current compensation plan. The Company may change or modify the eligibility requirements to the compensation plan. Commission rates may be adjusted by promotions, discontinued, or seasonal product pricing.

If You do not provide the Company with your Individual Number, or if the Company is unable to transfer funds to You for any reason, the Company may charge a reasonable administrative fee on a monthly basis, and you agree that it will be debited from your Brand Ambassador Account balance until the balance in your account reaches zero.

#### **Article 27 Force Majeure**

If either party is unable to perform its obligations under the terms of this Agreement due to acts of God, strikes, epidemics, pandemics, acts or orders of governments, failure or damage to equipment or communications beyond its reasonable control, or any other cause beyond its reasonable control, that party shall not be liable to the other for damages resulting from its inability to perform.

By e-signing, I confirm that I have read, understood, and agree to the terms and conditions of this Agreement.

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Signature

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Name

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Date