

INTERNATIONAL FRANCHISE-PARTNER AGREEMENT

1. BASIS OF COOPERATION:

1.1. The company The Juice PLUS+® Company Ltd. (hereinafter referred to as Juice PLUS+) sells healthy nutritional food products to consumers by way of direct selling. The Juice PLUS+ distribution system consists of Franchise Partners offering the products of Juice PLUS+ by way of direct selling to consumers for purchase. The system is based on the Juice PLUS+ compensation plan. This plan determines the tasks of the Franchise Partners by their respective functional position within the distribution organization. Furthermore, the Juice PLUS+ compensation plan determines the performance requirements a Franchise Partner must fulfill in order to reach the functional positions available within the organization and to obtain the rewards for the successful fulfillment of his contractual duties.

1.2. The Franchise Partner and Juice PLUS+ will cooperate in the implementation and realisation of the Juice PLUS+ distribution system and the protection of the integrity of the system. Within this scope the Franchise Partner will carry out his activities in person as an independent, self employed businessman. This means that only a natural person can become a Franchise Partner (In-Person Rule). This person acts only its own name and not by a third person or under the name of a third person. Such person must observe the specific rules of the Juice PLUS+ distribution system, the Juice PLUS+ compensation plan and the guidelines issued by Juice PLUS+ (Juice PLUS+ manual and social media codex). The compensation plan and the guidelines shall form an integral part of this Agreement.

2. REGISTRATION, TASKS AND STATUS OF THE FRANCHISEPARTNER:

2.1. REGISTRATION

The contract will be deemed concluded offline if the Franchise Partner has sent the enclosed application form after completion of all items and signature (without modifications, additions and/or deletions) together with potential documents or self certifications to Juice PLUS+ if locally required and Juice PLUS+, at its discretion and after revision of the fulfillment of the requirements stated below, has expressly accepted the application by mail or email. The contract will only be deemed concluded online if the Franchise Partner has completed all items of the official online registration form published on the internet by Juice PLUS+, confirmed the terms of the contract by clicking on the respective button and sent it to Juice PLUS+, and if Juice PLUS+ has confirmed and accepted the application by email. The Juice PLUS+ manual and the compensation plan may be downloaded and printed when concluding the contract online.

2.2. MINIMUM REQUIREMENTS FOR THE CONCLUSION OF A CONTRACT

- a) The applicant must have full legal capacity.
- b) The applicant, his or her spouse/life partner and/or family members living with him or her in the same household must not have been active during the past 12 months (1 year) in a Juice PLUS+ organisation and not have sent in an application through another sponsor. In case of infringement against the In-Person-Rule (point 1.2), Juice PLUS+ is entitled to terminate this contract without notice or to restructure the downline.
- c) There must not exist any personal reasons with regard to the applicant which are contrary to the economic interests of Juice PLUS+. Mainly the applicant may not be insolvent, no insolvency proceeding may be pending and/or the applicant may not be previously convicted.
- d) The applicant must pay the Juice PLUS+ annual administrative fee set forth under number 2.6 d.

2.3. TASKS

- a) Sales activity: The Franchise Partner sells Juice PLUS+ products or promotes the collection of purchase orders (Italy) of those products among private consumers by way of direct selling. In addition, the Franchise Partner facilitates contracts for delivery to the end users' homes by way of direct selling.
- b) Setting up of a sales team: The Franchise Partner shall set up and take care of a sales team. This sales team shall exclusively be dedicated to the sale of products to end users. In this regard, the Franchise Partner shall take the marketing plan as guidance.

2.4. STATUS AND STATUS OBLIGATIONS

- a) The Franchise Partner is basically a self employed businessman who register his business with the municipal authority or the

local tax office (Spain). In Belgium, this applies in particular to the registration at Banque-Carrefour des Entreprises via "Guichet d'entreprise agréé" (http://economie.fgov.be/fr/entreprises/vie_entreprise/Creer/Guichets_entreprises_agrees/#.U9IZ9qM3Pis).

- b) The Franchise Partner shall submit to Juice PLUS+ his registration for sales tax purposes, where required.
- c) The Franchise Partner shall be responsible for fulfilling his other obligations as a businessman, in particular the payment of taxes, and for taking out insurance against his professional and personal risks (third-party liability, accident, health and disability insurance for illness or old age). He also will comply with local social security requirements in his own responsibility.
- d) In France the Franchise Partner has the status of a VDI (Vendeur à Domicile Indépendant). The Franchise Partner shall register his business with the commercial register once he has been active as a VDI for an uninterrupted period of three years and when his commissions exceed the social security contributions by 50% each year. Juice PLUS+ shall calculate the social security contributions for French distributors every three months on the basis of the quarterly sales figures of the Franchise Partner, including markups and commissions. Juice PLUS+ withholds the contributions of the Franchise Partner and calculates the share to be paid by Juice PLUS+ on the basis of the individual compensation of the Franchise Partner. Both shares are then paid by Juice PLUS+ to Unions de Recouvrement des Cotisations de Sécurité Sociale et d'Allocations Familiales (URSSAF).
- e) In Italy the Franchise-Partner's status is IVDD (Incaricato alla Vendita Diretta a Domicilio). JuicePLUS+ will calculate the income tax and social security based on the respective commissions.

2.5. DISTRIBUTION TERMS

- a) Franchise Partners may generally choose their distribution territory at their discretion in all countries opened up by Juice PLUS+, provided that Juice PLUS+ has officially launched its products in these territories. The countries and the documents related to them are published on Virtual Office. In the case of international customer contacts, the documents and forms available for the respective countries are to be used.
- b) For the distribution of products the Franchise Partner must ensure that the presentation of the products is adequate for dietetic products and dietary supplements, also through using health experts. If a form of distribution does not offer customer advice or is inadequate for the image of the products, it is not suitable for this purpose. This applies in particular to the sale on weekly markets, bazaars and Internet auctions (e.g. eBay). In order to protect its franchise system, in case of contravention Juice PLUS+ reserves the right to terminate the contractual relationship with immediate effect.
- c) Spouses, life partners and other family members living in the same household may only be active as Franchise Partners within one and the same distribution group/downline.

2.6. BEHAVIOUR WITH REGARD TO CONSUMERS, OTHER DUTIES, LICENSE

- a) The Franchise Partner must refrain from any behavior that misleads the customer about the reason of being contacted and must promptly end a sales conversation when this is desired by the customer. Without the customer's express consent the Franchise Partner shall not contact end users by telephone or email. Within the scope of his activity as a Franchise Partner, the Franchise Partner shall not pursue purposes other than his business activities (e.g. religious, political or ideological purposes).
- b) Orders, including the administration fee, exceeding an amount of GBP 200.00 (UK) or € 290.00 (Ireland) are not accepted during the first seven days from signing this contract from Franchise Partners residing in the UK or Ireland. Furthermore, the order volume of the Franchise Partner in all countries is limited to an amount of € 3,000.00 during the first 30 days after signing.
- c) The Franchise Partner shall ensure that the products distributed by him are only distributed in the product version admitted in the respective country. The Franchise Partner is not allowed to export or import products or change their labeling.
- d) The Franchise Partner shall pay to Juice PLUS+ an annual license fee in the amount of € 60.00. For this fee the Franchise Partner will receive support from Juice PLUS+ in the distribution of products and management of end users. In the event that Juice PLUS+ should not accept the application, the administration fee already paid will be refunded. After a period of one