

AMWAY GLOBAL TERMS AND CONDITIONS

- 1. Authorization and Contract.** The Amway Global business opportunity is available in Canada, the U.S., Puerto Rico, U.S. Virgin Islands, Guam, and the Pacific Islands of American Samoa, Federal States of Micronesia, Marshall, Northern Mariana, Palau, Wake, and all authorized Atlantic & Caribbean Islands operating under the IBO Compensation Plan for North America (the "Region"). By executing the IBO Registration Agreement, you apply for legal authorization to become an Amway Global IBO and enter into contract with Amway Canada Corporation d/b/a Amway Global. You acknowledge that prior to signing you have received, read and understood the Amway Global Business Opportunity Brochure, that you have read and understood the Amway Global Business Reference Guide including the Rules of Conduct, which are incorporated into this Agreement and made a part of it as if restated in full, as posted on www.amwayglobal.ca, and that you have read and agree to all terms set forth in this IBO Registration Agreement. You understand that to become an IBO you need only select the Business Services & Support portion of the Amway Global Registration Package, and that additional products or support items are optional. Amway Global reserves the right to reject any application for any reason within 30 days of receipt.
- 2. Expiration and Renewal.** You must maintain a current authorization in order to preserve your rights as an IBO, including all rights of sponsorship with your registered IBOs and customers. Your authorization expires on December 31st each year. To remain an IBO, you must annually submit prior to December 31st your renewal agreement along with the required Annual Business Fee. In the event you elect automatic renewal, you agree to continue to abide by the terms of your IBO Registration Agreement, as they may be amended from time to time in accordance with Rule 1 of the Rules of Conduct. Failure to annually renew your authorization on time will result in the loss of your rights as an IBO, including all rights of sponsorship with your registered IBOs and customers. Note that if your IBO Registration Agreement is processed between August 1 and December 31, your authorization will automatically include the next calendar year.
- 3. Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of Amway Global, your Sponsoring IBO, or any other IBO. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through Amway Global on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. Amway Global will not provide you with a place of business, and if you desire a place of business other than your own residence, you will be responsible for procuring, furnishing, and paying the rental for such place of business. With respect to services performed by you under this IBO Registration Agreement, you will not be treated as an employee for federal or provincial tax purposes, and you will be responsible for payment of any self-employment and other income taxes. It will be your sole responsibility to account for such income on your individual income tax returns.
- 4. Presenting the Plan.** You agree when presenting the Amway Global IBO Compensation Plan to present it in its entirety as outlined in official Amway Global materials, emphasizing that there is only one Amway Global IBO Compensation Plan for all IBOs, and that sales to end consumers are a requirement to receiving compensation in the form of Performance Bonus on downline IBO volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Amway Global. You agree to instruct all prospective IBOs to review the Amway Global Business Opportunity Brochure, and to inform them of the average monthly gross income for "active" IBOs.
- 5. Selling Product.** You agree that you will not sell any NUTRILITE® Food Supplement products until you have read the Responsibility Statement included in the Business Reference Guide, and you agree to make no representations or claims about any products beyond those shown on product labels and/or in official Amway Global literature. You further agree to sell products available through Amway Global only in authorized territories, including all of the countries and territories of the Region except for the United States and the Dominican Republic, and to be bound by all sales tax collection agreements between Amway Global and the various taxing jurisdictions, as well as the related rules and procedures established from time to time by Amway Global to effectuate those agreements.
- 6. Amway Global's Proprietary Information and Trade Secrets.** You recognize and agree that, as further set forth in Rule 4.27 of the IBO Rules of Conduct, information compiled by or maintained by Amway Global, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the Amway Global business including, without limitation, IBO lists, sponsorship trees, and all Amway Global IBO or IB information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of Amway Global, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with Amway Global, in accordance with and subject to compliance with Rule 4.27 of the Rules of Conduct and any other related Rules or procedures, Amway Global grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and IBO sales, earnings and other financial reports to facilitate your Amway Global IBO business as contemplated under the Rules of Conduct and other terms of your contract with Amway Global. You acknowledge the substantial value of Proprietary Information to Amway Global and agree to maintain all Proprietary Information in strictest confidence and to use it only as authorized by Amway Global and as provided in Rule 4.27. You further agree to not disclose any Proprietary Information to any third party, or to use Proprietary Information in connection with any other businesses or to Compete (as that term is used in Rule 6.5), directly or indirectly, with the business of Amway Global. Upon resignation, non-renewal, or termination of your Independent Business, you agree to promptly return any and all Proprietary Information to Amway Global. This covenant shall survive the expiration or termination of your authorization and contract with Amway Global.
- 7. Non-Competition Agreement.** In accordance with Rule 6.5 of the Rules of Conduct, you agree that during the period while you are an IBO, and for six months following resignation, non-renewal, or termination of your Independent Business, you will not Compete with Amway Global. This covenant shall survive the expiration or termination of your authorization and contract with Amway Global.
- 8. Non-Solicitation Agreement.** In accordance with Rules 4.14 and 6.5 of the Rules of Conduct, you agree that during the period while you are an IBO, and for two years following resignation, non-renewal, or termination of your Independent Business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other IBO to compete with the business of Amway Global, and, while an IBO, you agree not to solicit, directly or indirectly, other IBOs whom you did not personally register in order to sell, offer to sell, or promote other products, services, or business opportunities, investments, securities, or loans not offered or marketed by Amway Global. This covenant shall survive the expiration or termination of your authorization and contract with Amway Global.
- 9. Independent Business Owners Association International (IBOAI).** As an Amway Global IBO, you may support your trade association, the IBOAI, which through its Board of Directors provides IBOs a channel of communication with Amway Global on key issues affecting the business. The annual fee is included in your registration and renewal fees. If you do not wish to support the IBOAI, you may send a refund request within 30 days of registration or renewal to Amway Global Customer Support, 375 Exeter Road, PO Box 7777, London Station Main, London, ON N5Y 5V6, and Amway Global will issue a cheque or credit to refund the annual fee.
- 10. Images / Recordings / Consents.** You agree to permit Amway Global to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Amway Global for any lawful purpose, and without compensation. You understand that you may cancel this authorization by sending a certified letter stating such cancellation to Amway Global Customer Support, 375 Exeter Road, PO Box 7777, London Station Main, London, ON N5Y 5V6. You agree that, subject to Amway Global's policies and procedures and Privacy Statements, Amway Global may obtain, record, use, hold, transfer, dispose of and otherwise process other Amway Global IBOs, Amway Global affiliates and third parties, such personal and business information as may be necessary to enable Amway Global to fulfill its obligations under your contract, or which Amway Global determines is expedient to support its business operations and the management of the Line of Sponsorship.
- 11. Personal and Business Data.** You agree to obtain, record, use, hold, transfer, dispose of and otherwise process personal information about customers, other Amway Global IBOs or any other person (however and whomever obtained from) only in accordance with Amway Global's policies relating to the handling of such information. Unless otherwise provided by Amway Global, the Amway Global IBO shall (i) only use such personal information for his/her own Amway Global business and for no other purpose(s); (ii) comply with Amway Global's privacy and data security policies as updated from time to time; and (iii) comply with like data security obligations to those imposed on Amway Global under applicable laws in respect of such information.
- 12. Termination by Notice or Upon Breach.** You or Amway Global may terminate the Agreement at any time and for any reason by giving 30 days written notice to the other party, or without prior notice and with immediate effect as a result of breach of any of the provisions herein. Amway Global may also take actions short of termination of the Agreement, if the Amway Global IBO breaches any of its provisions. In determining what actions to take in the event of breach of the Agreement, Amway Global may consider without limitation the nature and severity of the breach, whether the breach can be or has been cured following notification by Amway Global of the existence of the same, and whether there are multiple simultaneous, serial or repeating breaches. If you do not agree with action taken by Amway Global under this paragraph, you may submit your dispute to Conciliation as provided in Rule 11 of the Rules of Conduct.
- 13. Modification of Terms.** The terms of this Agreement may be modified as specified in Rule 1 and Rule 11 of the Rules of Conduct.
- 14. Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with Amway Global as set forth in this IBO Registration Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Michigan without regard to conflict of laws provisions.
- 15. Miscellaneous.** The provisions of your contract with Amway Global are severable. In the event that any term or provision of your contract with Amway Global is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable in whole or in part, that provision shall be construed or limited in such a way as to make it enforceable and consistent with the manifest intentions of the parties. If such construction or limitation is impossible, the unenforceable provision will be stricken, and the remaining provisions of this Agreement will remain valid and enforceable. No waiver of any default or breach of any provision of this Agreement, or failure to enforce rights contained herein, shall operate as or be deemed a waiver of any subsequent default or breach. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this IBO Registration Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Amway Global and supersedes any prior agreements, understandings and obligations between you and Amway Global concerning the subject matter of your contract with Amway Global.

RETURN THIS COMPLETED FORM TO AMWAY GLOBAL TO FINALIZE YOUR IBO REGISTRATION.

Pre-registered IBOs:

If you have already been assigned your IBO ID number (either online at www.amwayglobal.ca or by phone at 800-265-5470), you are temporarily authorized to act as an IBO for 30 days, subject to the Rules of Conduct. To maintain your IBO authorization without interruption, **Amway Global must receive and process your completed signature page within 30 days from the date your registration was phoned in or completed online.**