



Independent Business Owner Agreement

US TERMS AND CONDITIONS (EFFECTIVE DECEMBER 27, 2022)

Start Up Fee: \$299 for the initial one-year term

Business Support Fee: \$25 per month (initial monthly payment due upon sign-up)

Renewal Fee: \$49 per year after the first year

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

DISPUTE RESOLUTION AND ARBITRATION TERMS ARE SET OUT IN SECTION 23 BELOW (the "DISPUTE RESOLUTION PROVISIONS"). PLEASE READ THE DISPUTE RESOLUTION PROVISIONS CAREFULLY.

1. I, the undersigned, acknowledge and agree that I have read and understand the ACN Independent Business Owner Agreement, which is comprised of these US Terms and Conditions, the ACN Policies & Procedures (including all supplements thereto), and the ACN Compensation Plan. Capitalized terms used but not defined in these US Terms and Conditions shall have the meanings prescribed to such terms in the Glossary section of the ACN Policies & Procedures. By submitting my IBO application and signing below, I agree that I want to become an ACN Independent Business Owner so that I can market goods and services offered by or through ACN and participate in the ACN Compensation Plan (as more specifically described in the IBO Agreement), and I further agree that I accept, will comply with, and be bound by, the terms and conditions contained in the IBO Agreement. Where enrolling as a Permitted Business Entity, I understand that additional forms may be required, including a completed PBE Addendum signed by each Participating Party to be listed on the position.

Click [here](#) for ACN's Policies & Procedures

Click [here](#) for ACN's Compensation Plan

2. I acknowledge and agree that the IBO Agreement will become a binding agreement upon myself and ACN Opportunity, LLC, a

North Carolina limited liability company, only upon acceptance by ACN of my completed IBO application, and that ACN will assign to me a unique Business ID. I understand that ACN has the right to accept or reject my IBO application in its sole discretion. While payment may not be required to complete my enrollment as an IBO, failure to pay the required fees in a timely manner, as communicated to me during the enrollment process, may result in termination of the IBO Agreement and forfeiture by me of any rights thereunder, including without limitation the right to receive Compensation.

3. I understand that there is no requirement to become an IBO beyond my entering into the IBO Agreement and paying the initial Start Up Fee, the monthly Business Support Fee and, for each annual renewal of the IBO Agreement, the Renewal Fee. No other purchase of sales aids, training materials, ACN Products, ACN Business Tools or other services is required to become an IBO and any such purchase by me is strictly voluntary. I understand that earnings as an IBO, including commissions, bonuses or other compensation earned pursuant to the ACN Compensation Plan and advancement to higher qualification levels thereunder are based solely upon the successful sale of ACN Products to Customers, and those Customers' usage of and payment for such ACN Products, and that I am not personally obligated to purchase any ACN Products. I understand that subject to my compliance with the IBO Agreement, ACN grants to me a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use certain ACN trademarks, trade names, logos and marketing materials in accordance with the terms of the IBO Agreement and any applicable supplemental policies and procedures.

4. I understand that no Compensation is earned for the promotion of the ACN Opportunity or the sponsorship of new IBOs. If I choose to sponsor others to become IBOs and participate in the ACN Compensation Plan, I will not receive any Compensation whatsoever for the act of sponsoring or recruiting such IBOs; rather, I will be compensated

based upon the activities of other IBOs only to the extent of such IBOs' sales of ACN Products to Customers, and those Customers' payment for such ACN Products.

5. I hereby authorize ACN to (i) charge the Start Up Fee and initial monthly Business Support Fee to my chosen Payment Method; and (ii) automatically charge the Payment Method for each Business Support Fee and Renewal Fee payment due and payable under this Agreement, together with any Account Maintenance Fee(s) (as hereinafter defined). I understand that some card issuers provide ACN with updated card numbers and expiration dates when my card expires or when I otherwise get a new card and that ACN may use that information to automatically update my Payment Method details; however, I acknowledge and agree that it is my responsibility to ensure the Payment Method remains valid at all times during the term of this Agreement, and that I will provide to ACN all information necessary to allow ACN to charge the Payment Method (or any valid, replacement credit or debit card, which is hereinafter referred to as the Payment Method) for all amounts due and payable by me to ACN. I further acknowledge and agree that if the Payment Method expires or otherwise becomes invalid for any reason during the term of this Agreement (including without limitation any Renewal Term, as hereinafter defined), or I otherwise fail to annually pay any Business Support Fee or Renewal Fee payment within the periods specified in the ACN Policies & Procedures, then my IBO position will be deactivated, this Agreement will terminate, and I will forfeit all rights under this Agreement, including without limitation the right to receive future Compensation.

6. I hereby represent that the information submitted with my IBO application is complete, true and correct, and that (i) my primary residence is in the United States, (ii) I am of legal age in my state of residence to enter into legally binding agreements, and (iii) I have legal authority to conduct business and earn income in the United States. I agree to promptly notify ACN of any changes to the information submitted by me, including without limitation any changes related to the Payment Method. If I am entering into this Agreement on behalf of a Permitted Business Entity, I represent that I have the authority to enter into such agreements for the entity, but I nonetheless agree that in addition to such entity, I will be personally bound by and responsible for the performance of all the duties and obligations described in this Agreement.

7. This Agreement shall become effective upon the acceptance hereof by ACN and shall continue for an initial term of one (1) year unless sooner terminated as permitted under this Agreement. Upon the expiration of the initial term, unless this Agreement is terminated pursuant to its terms, my relationship with ACN shall be automatically extended for additional, successive one-year periods (each, a "Renewal Term") by (i) the successful processing of payment for the annual Renewal Fee on or before each Renewal Date or prior to the expiration of any grace period permitted by ACN, and any other amounts due and payable as of my Renewal Date, all as provided for in the ACN Policies & Procedures; and (ii) my compliance with all terms and conditions contained in the ACN Policies & Procedures related to my renewal. I acknowledge and understand that my payment of the Start Up Fee,

the Business Support Fee, and the Renewal Fee(s) (if applicable) covers the costs associated with establishing and servicing my ACN business, and enables me to conduct and maintain my business status with ACN and are in consideration for a variety of services provided by ACN at no additional cost to me including, but not limited to, access to and use of business reporting tools and alerts, marketing materials and tools, training materials and personal development tools, and back-office support. I further acknowledge that the Renewal Fee is less than the Start Up Fee, and that I receive additional, valuable consideration under the ACN Compensation Plan for my agreement to renew my IBO Agreement and accept any changes thereto. I acknowledge and understand that ACN may from time to time modify the Renewal Fee or the Business Support Fee upon written notice to me delivered via email and such modified Renewal Fee or Business Support Fee will apply immediately and will be charged to the Payment Method upon the due date there for. The provisions of this Agreement which by their nature are intended to survive termination of this Agreement shall so survive, including without limitation the Dispute Resolution Provisions (as hereinafter defined), all restrictive covenants, and all provisions related to indemnification, confidentiality, data protection, and the Account Maintenance Fee.

8. I agree to timely pay for any products, materials, services, ACN Business Tools or other items that I choose to purchase from any ACN Company.

9. I agree that, as an IBO, I am an independent contractor for all purposes under applicable federal, state, and local statutes, rules, regulations, directives, ordinances, guidance and other laws (collectively, "Applicable Law"), including without limitation the Internal Revenue Code, and all state tax and employment-related laws and regulations. As an independent contractor, I am not an employee, partner, agent, franchisee, or legal representative of any ACN Company or of any carrier, supplier, service provider or other party with whom any ACN Company transacts or contracts business, and I am prohibited from presenting or holding myself out as such. I understand that, as an IBO, I am responsible for my own business and I am free to select my own means, methods and manner of operation, and free to choose the hours and location of my activities performed as an IBO, subject to the terms and conditions of this Agreement and Applicable Law. If I employ individuals to perform services for my independent business, I understand that I am responsible for their acts and omissions and for ensuring their compliance with this Agreement and Applicable Law. I understand that I am solely responsible for remitting any taxes, making any reports, and obtaining any licenses, permits, authorizations or insurance required to conduct my business in compliance with this Agreement and Applicable Law. I shall have no power or authority to bind any ACN Company or ACN Provider in any way, directly or indirectly, and I will not take any action inconsistent with this limit of authority. I acknowledge that as an independent contractor I am not entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by any ACN Company to its employees. I acknowledge and agree that I will not be treated as, nor represent myself or anyone I engage in my independent business, as an employee of any ACN Company or ACN Provider for any purpose, including for purposes arising under

Applicable Law.

10. I acknowledge and understand that I may terminate this Agreement for any reason, at any time, by (i) initiating a Chat session with IBO Services either from the Contact Us page on ACN.com or by logging in to the IBO Back Office; or (ii) submitting a case by logging in to the IBO Back Office requesting cancellation of my position. I further acknowledge and understand that ACN may terminate this Agreement pursuant to the ACN Policies & Procedures or by giving written notice to me in the event that I breach any part of this Agreement.

11. I acknowledge that, as an IBO, I am not guaranteed any income, nor am I assured any profits or success, and I certify that no claims of guaranteed profits or representations of expected earnings that might result from my efforts as an IBO have been made to me by any ACN Company or any other IBO. Similarly, I shall not represent, directly or indirectly, that any person may, can, or will earn any stated amount or that any IBO is guaranteed any level of success. **I understand that an ACN Company is a member of the Direct Selling Association and provides certain assurances under the Direct Selling Association Code of Ethics (www.dsa.org/code).**

12. I understand that the ACN Products are offered in different markets on terms and at rates determined by the ACN Companies or the ACN Providers, and that the markets where the ACN Products are offered and the terms, conditions or prices applicable thereto may change from time to time without notice.

13. I understand that ACN may charge a fee to process all Compensation. In addition, I acknowledge and agree that any payments issued to me by ACN that remain unclaimed for six (6) months after the issuance date ("Unclaimed Funds") shall be held by ACN in an account, and that ACN will assess an account maintenance fee of \$10 per month (the "Account Maintenance Fee") until such time as I have claimed all such Unclaimed Funds held by ACN. I acknowledge and understand that ACN shall deduct the Account Maintenance Fee monthly from the Unclaimed Funds and if there are insufficient Unclaimed Funds held by ACN from which to deduct the Account Maintenance Fee when due, then the Account Maintenance Fee shall be prorated to reflect the amount of Unclaimed Funds then remaining, and the remaining Account Maintenance Fee due shall be charged to the Payment Method. When no Unclaimed Funds are owed to me by ACN, the account shall be closed. I further acknowledge that any Unclaimed Funds may be subject to applicable escheat laws that may require ACN to deliver all or some portion of Unclaimed Funds to the applicable state or its government authorities.

14. I agree to keep accurate records regarding my activities as an IBO and, in the process of marketing and promoting the ACN Products, I will act in a manner consistent with the ACN Policies & Procedures. I further agree that I shall not engage in or perform any misleading, deceptive or unethical practices, or make any false or misleading statements, regarding the ACN Products, the ACN Companies, or the various relationships between the ACN Companies, the ACN Providers, and IBOs.

15. I agree to abide by Applicable Law governing the marketing, sale

or solicitation of the ACN Products, including without limitation all applicable anti-spam legislation, and I understand that I will be personally liable for any fines or other expenses incurred by any ACN Company or ACN Provider as a result of my failure to do so. I agree that I shall not place orders on behalf of a Customer or engage in the slamming of a Customer.

16. I understand that during any ACN investigation into a potential violation of this Agreement, or in the event the Payment Method becomes invalid for any reason, my IBO position status may be suspended and any Compensation which may be otherwise owing to me may be held by ACN until final resolution has been achieved. I acknowledge that in the event ACN determines that I have violated this Agreement, then ACN may, at its option, terminate this Agreement and deactivate my IBO position, in which event I will not be entitled to any Compensation of any kind.

17. ACN may periodically make available various training and marketing materials, applications, technology, reports, or other physical or virtual items for use in connection with my IBO position that are not included in the Business Support Fee. I acknowledge and understand that I am under no obligation to purchase any ACN Business Tools, or any other materials or services, at any time, but that I will have the option to purchase any materials or services which I may choose. If I do elect to purchase from ACN any ACN Business Tools or other ACN-produced materials (excluding any items included in the Business Support Fee and ACN Products purchased by me as a Customer rather than in my capacity as an IBO), then I may return any unused, unopened and then-currently marketable items for up to one (1) year from the date of purchase and, if so returned, I will receive a refund equal to ninety percent (90%) of the purchase price of such items. I understand that I will be responsible for the cost of shipping any such items to ACN. In the event I elect to purchase any ACN Products as a Customer, rather than in my capacity as an IBO, the terms and conditions applicable to the relevant ACN Products will govern my purchase and use thereof.

18. **I agree that, as an IBO, I shall place primary emphasis upon the sale of ACN Products to Customers, and I acknowledge that I have the right to refer as many personal Customers as I wish. I understand that during the term of this Agreement I will be eligible to earn Compensation from my personal Customers' payments for ACN Products, and from payments for ACN Products made by the personal Customers of IBOs in my network of IBOs, or Downline, subject to and in accordance with the then-current ACN Compensation Plan. I acknowledge and understand that ACN reserves the right to vary or change the terms and conditions of the ACN Compensation Plan at any time, including without limitation those terms and conditions related to eligibility, provided that ACN will give me notice of such changes in accordance with the terms and conditions of this Agreement.** I further acknowledge and understand that ACN may also from time to time make available to me certain incentives outside of the ACN Compensation Plan in connection with certain ACN Product offerings (e.g. promotional incentives), and that such incentives may be subject to separate terms and conditions. I further understand that maintenance of my

position as a current IBO until the time of payment of Compensation is a condition for earning and receiving such Compensation, and I will not be eligible to receive payment of any Compensation following the termination or expiration of this Agreement.

19. I agree to indemnify, defend and hold the ACN Companies, the ACN Providers, and each of their respective shareholders, directors, officers and employees harmless from and against any and all claims, damages, costs and expenses, including without limitation any attorneys' fees and court costs, arising out of or in connection with my actions or omissions in the performance under this Agreement. I understand and agree that the indemnity set forth in this Section 19 is in addition to, and not to the exclusion of, my indemnification obligations contained in the ACN Policies & Procedures.

20. I represent and warrant that I will comply with all terms and conditions contained in the IBO Agreement relating to the protection of Confidential Information, Personal Data, and related proprietary or confidential information, including without limitation the provisions contained in the ACN Policies & Procedures. I agree that all provisions contained in the IBO Agreement related to the protection and disclosure of Confidential Information and Personal Data shall survive the expiration or termination of the IBO Agreement.

21. IN NO EVENT WILL ANY ACN COMPANY OR ANY ACN PROVIDER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH ANY CAUSE, INCLUDING BUT NOT LIMITED TO ANY BREACH OF WARRANTY OR ANY DELAY, ACTION, ERROR OR OMISSION OF ANY ACN COMPANY OR ACN PROVIDER, OR THE DELIVERY, NONDELIVERY, DISCONTINUATION, OR MODIFICATION OF ANY PRODUCT OR SERVICE BY ANY ACN COMPANY OR ACN PROVIDER, EVEN IF THE RELEVANT ACN COMPANY OR ACN PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. OTHER THAN THE RETURN RIGHTS DESCRIBED IN THIS AGREEMENT, THE ACN COMPANIES AND THE ACN PROVIDERS MAKE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY ACN COMPANY OR ACN PROVIDER, OR ANY OF THEIR RESPECTIVE AGENTS OR EMPLOYEES, OR ANY IBO, WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE LIMITED WARRANTY PROVIDED FOR HEREIN.

23. DISPUTE RESOLUTION

PLEASE READ THIS SECTION OF THE IBO AGREEMENT CAREFULLY, AS IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES THROUGH BINDING ARBITRATION AND INCLUDES CERTAIN WAIVERS, INCLUDING CLASS ACTION, CLASS ARBITRATION AND JURY TRIAL WAIVERS.

A. Dispute Resolution Generally. ACN urges IBOs to resolve disputes involving other IBOs amicably and professionally. ACN may in its sole discretion agree to mediate and resolve any inter-IBO dispute, provided that the impacted IBOs agree that ACN's findings and decision are binding. ACN will generally not mediate disputes between Individuals involved in the same IBO position (for example, between Spouses or Participating Parties of a PBE). If an IBO is dissatisfied with ACN in any way, or has a dispute with ACN as to their rights and obligations under the IBO Agreement, the IBO should contact ACN by contacting IBO Services so that ACN may attempt to resolve the issue. If an IBO is unable to resolve the issue after cooperating in good faith with IBO Services, the dispute shall be resolved as set forth below in this Section 23.

B. Arbitration

a. If either (i) any ACN Company, or any of their respective owners, officers, directors, employees, contractors, consultants, representatives or agents (individually or collectively referred to as "ACN" for purposes of the Dispute Resolution Provisions) or (ii) an IBO has any legal claim or dispute against the other, including, but not limited to, those arising from or in connection with, or otherwise relating to, the IBO Agreement or the termination hereof, the IBO's position, services, registration for or participation in any Event, or the ACN Products (each, a "Dispute"), the party initiating the Dispute must first try to contact the other to resolve the Dispute informally in good faith. ACN must contact the IBO at the contact number ACN has on file for the IBO or write the IBO at the IBO's physical or email address listed on the IBO's position with ACN. The IBO must write to ACN at Attn: Business Ethics, 1000 Progress Place, Concord, NC 28025, or by email at businessethics@acninc.com.

b. All Disputes (in any case, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory), to the extent not prohibited by Applicable Law, shall be resolved by final and binding arbitration, pursuant to the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA") (available at the following address: <https://www.adr.org/sites/default/files/Commercial%20Rules.pdf> or other applicable AAA rules, as in effect at the time of the arbitration, and as modified herein. The IBO may contact the AAA in writing at one of its locations (e.g., The Rotunda, 4201 Congress Street, Suite 125, Charlotte, NC 28209). The IBO may also obtain additional information about the AAA and its procedures from the AAA's website, at www.adr.org. The issue of arbitrability is itself arbitrable such that the arbitrator(s), not a court, will determine issues of arbitrability or waiver of arbitrability, and I waive any right to have a court determine issues of arbitrability. Notwithstanding the foregoing in this subsection 23(B)(b), (i) either the IBO or ACN may bring an individual action against the other party in small claims court (or comparable court of competent jurisdiction) so long as the only parties to that action are the IBO and ACN and the total

value of the claims made in the action is less than the claim limit applicable in the jurisdiction in which the claim is filed, and (ii) nothing herein shall prevent ACN from enforcing the IBO Agreement, including without limitation taking corrective or remedial action such as deactivation of the IBO's position, for an IBO's violation of the IBO Agreement (including without limitation the Policies & Procedures). Following the contact required in subsection 23(B)(a) above and prior to commencing an arbitration proceeding with the AAA, a party seeking to arbitrate any Dispute must send to the other party, via certified mail, a written Notice of Dispute ("Notice"). The Notice to the IBO must be sent by ACN to the IBO's address on file with ACN. The Notice to ACN must be addressed to: ACN IBO Services, 1000 Progress Place, Concord, NC 28025-2449. The Notice must describe (a) the nature and basis of the claim or Dispute; and (b) the specific relief sought. The IBO and ACN each expressly agree to attempt to resolve any Dispute by first sending the Notice to the other party prior to initiating or commencing an arbitration proceeding with the AAA.

c. If a Dispute is not satisfactorily resolved within sixty (60) days after the Notice is sent, either party may then commence an arbitration proceeding with the AAA.

d. If the amount involved in the Dispute is less than \$20,000, the arbitration will be conducted, at the IBO's election, (i) in person in the jurisdiction of the last address of the IBO on file with ACN, or (ii) by telephonic hearing. If the amount in Dispute is \$20,000 or more, the arbitration will be conducted in Charlotte, North Carolina (unless prohibited by Applicable Law, in which case the arbitration will be conducted in person in the jurisdiction of the last address of the IBO on file with ACN). Each of the IBO and ACN has the right to be represented by an attorney in any arbitration.

e. The number of arbitrators shall be mutually agreed upon by the parties; provided, however, that in the event the parties cannot agree on the number of arbitrators, the AAA Rules will control. Where the amount in dispute is \$20,000 or more and arbitration is to be conducted in Charlotte, NC, arbitrators must be from the list of AAA approved arbitrators based in or within twenty (20) miles of Charlotte, NC. In all cases, the award of the arbitrator(s) shall be accompanied by a reasoned opinion. Punitive or exemplary damages shall be allowed only to the extent the remedy is expressly available under Applicable Law. Discovery shall consist of interrogatories, document requests, and no more than five depositions of seven hours or less each, per side; provided, however, that the arbitrator(s) may award additional discovery upon motion by either party and a showing of need and/or the inability to pursue or defend claims absent additional discovery.

f. The party initiating the arbitration must pay the applicable AAA filing fee when submitting its written request for arbitration to the AAA. Unless otherwise provided for in the AAA Rules, all other administrative fees and expenses of arbitration,

including the fees and expenses of the arbitrator, will be divided equally between the parties.

g. Unless applicable substantive law provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production, and evidence presentation. The arbitrator(s) shall have the authority to award the same damages and other relief that would have been available to the parties as individual claimants in court. For disputes involving a breach of the restrictive covenants contained in Section 24 (C), the damage calculation shall include, amongst other damages, lost income to ACN which may be calculated based on (i) lost customers that would have been expected to be acquired by the IBOs who were solicited or new or existing IBOs in their downline; and (ii) lost margin per customer based on the average margin generated over the average life of the customer.

h. Any award may be confirmed and enforced in any court of competent jurisdiction. The arbitration will be confidential, and neither the IBO nor ACN may disclose the existence, content, or results of the arbitration, except as necessary to conduct the proceedings, to confirm and enforce the award, to its own legal or financial advisors, by agreement, or as may be required by law.

C. CLASS ARBITRATION WAIVER. EACH DISPUTE WILL BE RESOLVED ON AN INDIVIDUAL BASIS. EACH OF THE IBO AND ACN SPECIFICALLY AGREE THAT IT MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A CLAIMANT OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR GROUP PROCEEDING. NO CLASS, COLLECTIVE, REPRESENTATIVE, OR GROUP ARBITRATIONS ARE PERMITTED EVEN IF ALLOWED UNDER THE APPLICABLE AAA RULES. EACH PARTY AGREES THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, REPRESENTATIVE, OR GROUP PROCEEDING ("CLASS ARBITRATION WAIVER"). EACH OF THE IBO AND ACN ACKNOWLEDGE THAT THE CLASS ARBITRATION WAIVER IS MATERIAL AND ESSENTIAL TO THE RESOLUTION OF ANY DISPUTE. THEREFORE, IF THE CLASS ARBITRATION WAIVER IS LIMITED, VOIDED, OR OTHERWISE FOUND UNENFORCEABLE, SUCH THAT CLASS, COLLECTIVE, REPRESENTATIVE, OR GROUP ARBITRATION IS ALLOWED, THEN THE ENTIRETY OF SUBSECTIONS 23(B) ABOVE AND 23(F) BELOW (BUT ONLY SUBSECTIONS 23(B) ABOVE AND 23(F) BELOW) SHALL BE NULL AND VOID, AND IF A PARTY CHOOSES TO PROCEED WITH ITS CLAIM IT MUST DO SO IN COURT PURSUANT TO SUBSECTIONS 23(D) AND 23(E) AND SECTION 24 BELOW. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE DISPUTE RESOLUTION PROVISIONS, THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, AND VALIDITY OF THE CLASS ARBITRATION WAIVER AND

ANY ATTENDANT QUESTION OR DISPUTE REGARDING THE VOIDANCE OF THE ARBITRATION PROVISIONS SET FORTH IN SUBSECTION 23(B) ABOVE, SHALL IN EACH CASE BE DECIDED ONLY BY A COURT AND NOT BY AN ARBITRATOR.

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THE IBO AGREEMENT TO THE CONTRARY, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS, COLLECTIVE, REPRESENTATIVE, GROUP, OR APPLICABLE PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY, OR PRAYERS FOR RELIEF, MAY BE MAINTAINED IN ANY ARBITRATION HELD PURSUANT TO THE IBO AGREEMENT.

D. CLASS ACTION WAIVER. IN THE EVENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, FOR ANY REASON, EACH OF THE IBO AND ACN AGREE THAT SUCH DISPUTE WILL ONLY BE RESOLVED ON AN INDIVIDUAL BASIS. EACH OF THE IBO AND ACN SPECIFICALLY AGREE THAT IT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, OR GROUP PROCEEDING.

E. JURY TRIAL WAIVER. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, FOR ANY REASON, IF NOT PROHIBITED BY APPLICABLE LAW, EACH OF THE IBO AND ACN HEREBY WAIVE ANY RIGHT TO A JURY TRIAL TO THE MAXIMUM EXTENT PERMITTED BY LAW.

F. Delegation to Arbitrator. Except as provided in subsection 23(C) above, I acknowledge and agree that the arbitrator(s), and not any federal, state, or local court, shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, enforceability, or validity of these Dispute Resolution Provisions, including without limitation any claim that these Dispute Resolution Provisions are void or voidable.

G. Severability. If any provision contained in these Dispute Resolution Provisions is deemed invalid or unenforceable, such provision shall be modified automatically to the minimum extent necessary to render the parties' agreement to arbitrate valid and enforceable. If a provision conflicts with a mandatory provision of Applicable Law, the conflicting provision shall be severed automatically and the remainder construed to incorporate the mandatory provision. In the event of such severance or modification, the remainder shall not be affected.

H. Termination. The Dispute Resolution Provisions shall remain in effect even after termination of the IBO Agreement or the termination of the IBO's business association with ACN.

24. RESTRICTIVE COVENANTS

A. For purposes of this Section 24, the following capitalized term(s) shall have the meanings provided below:

"Paid Downline" means (1) each IBO sponsored by you, and (2) each IBO sponsored by each IBO that you sponsored, and (3) each IBO sponsored by each of those IBOs, and so on, in each case to the extent that during the term of this Agreement you received Compensation under the ACN Compensation Plan relating to such IBO's acquired customers.

"Restricted Country" means any country in which during the past three (3) years I attended or participated in any event or call (whether my attendance or participation was in person, virtual, or otherwise by remote means) that was organized or held by me or that I knew was organized or held by any ACN Company or any ACN Company IBO in connection with ACN Company related business, and in which I was a presenter to the attendees or recognized generally to the attendees for my achievements.

"Restricted IBO" means any party (directly or as a Participating Party) to an IBO Agreement with ACN or, if outside of the United States, its equivalent with any other ACN Company at any time during the one (1) year term of this Agreement, but excluding any such party who is not currently party (directly or as a Participating Party) to an IBO Agreement and has not been party for at least ninety (90) days.

"Solicit" means any action or communication intended to, solicit, entice, recruit, hire, enroll, sponsor, persuade, petition, induce, influence, or encourage, in each case in any way and through any means or method (including, without limitation, communications made affirmatively or responsively, directly or indirectly, expressly or implicitly, or personally or through or with one or more third parties). "Solicitation" is the act of "Soliciting," and includes, without limitation, person-to-person meetings, phone calls (e.g., direct phone calls and three-way calls), emails, text messages, chat messages, or social media postings.

B. Customer Non-Solicitation. During the term of this Agreement and for a period of one (1) year after the expiration or earlier termination hereof, I agree that I shall not Solicit any Customer to whom I have successfully marketed ACN Products within the immediately prior two (2) years to (i) move their business away from any ACN Company, another IBO, or any ACN Provider; or (ii) purchase products or services that are the same as or similar to any ACN Products offered by another provider or distribution channel other than as specifically designated or approved in writing by ACN. I acknowledge and agree that all Customers solicited by an IBO for the promotion or sale of ACN Products are deemed to be Customers of ACN (or the applicable ACN Company or ACN Provider) and not of the IBO, whether or not the IBO originally introduced, procured or brought such Customer to ACN or the applicable ACN Company or ACN Provider. I further acknowledge and agree that I shall not Solicit

Customers for goods or services similar to and competitive with ACN Products through any channel other than as specifically permitted in this Agreement or approved in writing by ACN.

C. Restricted IBO Non-Solicitation.

a. For IBOs who are or at any time during the term of this Agreement become Regional Director (RD) or above under the ACN Compensation Plan, the following restrictive covenant shall apply: I agree that during the term of this Agreement and for a period of one (1) year after the expiration or earlier termination of this Agreement, from and after the date I first become a RD (or above) under the ACN Compensation Plan (or from and after commencement of the term of this Agreement if I am already a RD (or above)), I shall not Solicit any Restricted IBO who I know is or was at any time during the term of this Agreement in my Paid Downline and who is resident in the United States to participate, personally or through any entity or other medium, in another multi-level marketing, network marketing, or other direct selling business opportunity (other than an ACN Company).

b. For IBOs who are or at any time during the term of this Agreement become Regional Vice President (RVP) or above under the ACN Compensation Plan, the following additional restrictive covenant shall apply: I agree that during the term of this Agreement, and for a period of one (1) year after the expiration or earlier termination of this Agreement, I shall not Solicit any Restricted IBO (whether or not such Restricted IBO is or was in my Paid Downline) who I know is a Restricted IBO and who is resident in the United States or in any Restricted Country, to participate, personally or through any entity or other medium, in another multi-level marketing, network marketing, or other direct selling business opportunity (other than an ACN Company).

c. IBOs who are or at any time during the term of this Agreement may otherwise qualify for Senior Vice President (SVP) or above under the ACN Compensation Plan will be required to agree to additional terms and conditions before such IBO is eligible to be compensated as an SVP under the ACN Compensation Plan.

d. I acknowledge that direct selling is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet (including social media) and telephone. Therefore, any effort to further limit the geographic scope of the foregoing non-Solicitation provisions would be impractical and render them wholly ineffective. In respect of the foregoing clause b. applying to RVPs or above, ACN may promote me in my Home Country and globally, edify my accomplishments through events and other programs, allow me to speak or feature or otherwise recognize me at events, and generally hold me out as an IBO leader throughout the global organization. Therefore, I acknowledge and agree that, subject to the above definition of "Restricted IBO" and "Restricted Country", the foregoing non-Solicitation provisions

are reasonable. I represent and warrant that I understand the foregoing clauses a. and b., and that I may access information regarding the ACN Companies and the countries in which they operate and any updates thereto on the ACN website [here](#).

e. Notwithstanding the foregoing, I shall not be restricted under this subsection 24(C) from Soliciting any Restricted IBO so long as: I cancel this Agreement within the thirty (30) day Cooling Off Period from my Start Date as defined in the ACN Policies & Procedures. Furthermore, I acknowledge and agree that this subsection 24(C) shall not restrict me from Soliciting individuals through presentation to groups or through other mass communications where I do not know and have no reasonable basis to know that any Restricted IBO is part of such audience.

D. Additional Restrictions. During the term of the Agreement and for a period of one (1) year after the expiration or earlier termination here, I agree that I shall not enter into a direct marketing relationship with any ACN Provider or any other distribution or sales channel for any ACN Provider.

E. Survival of Restrictive Covenants. I acknowledge and agree that my obligations under this Section 24 shall survive the expiration or earlier termination of this Agreement for any reason for the specified period under the applicable provision in this Section 24. I further acknowledge and agree that, notwithstanding anything to the contrary contained in the IBO Agreement, in addition to any other compensatory damage awarded to ACN, temporary and permanent injunctive relief is an appropriate remedy to prevent further damage to ACN, any ACN Company, or any ACN Provider for my violation of the provisions of subsections 24(B), 24(C), or 24(D) above.

25. The IBO Agreement, including its formation, construction, interpretation, and enforceability, is governed by and shall be construed in accordance with the law of the State of North Carolina, without regard to its choice of law rules. Notwithstanding the foregoing, each of the IBO and ACN acknowledge and agree that the relationship between the parties is an interstate commerce transaction and, accordingly, the Dispute Resolution Provisions set forth in Section 23 above, and the interpretation and the enforceability of the Dispute Resolution Provisions, are and shall be governed by the Federal Arbitration Act, notwithstanding any other law to the contrary, and no state law shall apply if and to the extent such state law is preempted by the Federal Arbitration Act. Subject to the foregoing, the substantive law of the State of North Carolina shall govern the substance of any Dispute arbitrated under the Dispute Resolution Provisions. Further, any court proceedings between an IBO and ACN shall be governed by the laws of the State of North Carolina, without regard to its choice of law rules, and such proceedings shall take place in North Carolina; provided, however, that if an IBO brings a small claims action as permitted in subsection 23(B)(b) above, the IBO may do so in the jurisdiction of the IBO's address on file with ACN. Subject to the arbitration requirements contained in subsection 23(B) above, for any court action brought in a jurisdiction consistent with the foregoing sentence, each of the IBO and ACN agrees to submit to

the personal and exclusive jurisdiction of such court and waives any objection as to venue or inconvenient forum.

26. I acknowledge and agree that the following amendments or modifications to the IBO Agreement may be made only by way of mutual consent: any amendment or modification (i) to or of the Dispute Resolution Provisions, or (ii) that extends any of the time periods, or otherwise expands the restrictions applicable to me, in each case contained in Section 24 above. In the event of a change to the IBO Agreement requiring mutual consent, ACN will deliver email notice to the IBO of such change and the IBO shall have ten (10) days from the receipt of such notice to terminate the IBO Agreement in the manner described in Section 10 above, failing which, the IBO will be deemed to have consented to the relevant changes and such changes will be immediately effective without any further notice upon the expiration of such 10-day period. With the exception of the aforementioned changes that require mutual consent, I acknowledge that ACN fully reserves its right to amend or modify this Agreement at any time by notifying me of the changes by emailing me or posting the revisions on the ACN website (www.acn.com) or in the IBO Back Office, and any such changes to this Agreement may be made effective at ACN's election upon the date of execution, or the date of ACN's posting of the amended Agreement, or prospectively to a date specified in the amendment. This Agreement shall not be modified or amended except as described herein and no amendment shall apply retroactively.

27. The IBO Agreement constitutes the entire agreement and understanding between me and ACN, any ACN Company, or any third party regarding the subject matter hereof and supersedes any and all prior or contemporaneous agreements, representations, commitments or understandings, whether oral or written, made by or between ACN and me. I acknowledge and agree that I am not relying and have not relied on any oral or written statements or representations made by ACN, any ACN employee, or any other IBO regarding the subject matter hereof other than those expressly set forth herein. Except as otherwise expressly stated in these US Terms and Conditions, in the event of a conflict between the terms and conditions contained in the agreements comprising the IBO Agreement, the following order of precedence shall apply: first, (i) the Dispute Resolution Provisions, then (ii) these US Terms and Conditions, then (iii) the ACN Policies & Procedures, and lastly (iv) the ACN Compensation Plan. For purposes

of this Agreement, the addresses (physical and email) submitted by me with my IBO application are deemed to be my correct address unless and until I provide to ACN notification of a change of address in accordance with the ACN Policies & Procedures. **For renewing IBOs only: In exchange for the consideration set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, I agree unconditionally and forever to release and discharge the ACN Companies and each of their respective shareholders, directors, officers and employees from any and all manner of claims, actions, causes of action, in law or in equity, demands, rights, or damages of any kind or nature, whether known or unknown, by reason of any and all acts, omissions, events or facts occurring or existing prior to my acceptance of this Agreement.**

28. I understand that I may not assign this Agreement, or any portion thereof, or any of the duties, obligations or liabilities contained herein, without the prior written consent of ACN, which consent may be withheld, conditioned, or delayed in ACN's sole discretion. ACN may assign this Agreement at any time and without my consent, and upon such assignment ACN shall be relieved of any and all duties, obligations, and/or liabilities arising from this Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto. The ACN Companies and ACN Providers are intended third-party beneficiaries of this Agreement.

29. Subject to the Dispute Resolution Provisions, if any provision of this Agreement is determined by an authority of competent jurisdiction to be invalid or unenforceable in part or in whole for any reason whatsoever, the validity of the remaining provisions or portions thereof shall not be affected thereby and such authority should reform the IBO Agreement to the extent necessary in a manner that comes closest to expressing the intention of the invalid and unenforceable provision while rendering the otherwise unenforceable provision or portion thereof valid and enforceable.

NOTICE OF CANCELLATION

I may cancel this transaction, without penalty or obligation, for a refund within thirty (30) days from the date of this Agreement, exclusive of the date of signing. I understand that if I cancel after the thirty (30) day period, I am not entitled to any refund. If I cancel within thirty (30) days from the date of this Agreement, any payments made by me to become or remain an IBO under this Agreement and any instrument executed by me will be returned within twenty-one (21) days following receipt by ACN of my cancellation, less any Compensation paid to me during that time. Please review the ACN Policies & Procedures for more information. To cancel this Agreement, I may: (i) initiate a Chat session with IBO Services either from the Contact Us page on ACN.com or by logging in to the IBO Back Office; or (ii) submit a case by logging in to the IBO Back Office requesting cancellation of my position.

Certain states require a longer cancellation period by law, and where applicable state law on cancellation is inconsistent with ACN policy, such state law shall be in force and the cancellation rights set forth herein shall be deemed modified to reflect the state requirements.