

# Shaklee®

## P&R

### ***Statement of Privileges and Responsibilities of Shaklee Family Members***

Your official document governing the relationship  
between the Field and Shaklee Canada Inc.

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## Introduction

The Statement of Privileges and Responsibilities of Shaklee Family Members (P&R) is an important part of the contract between Shaklee Canada Inc. (the "Company") and each Shaklee Family Member. It sets forth the policies and procedures that govern the way the Shaklee Home Office and Shaklee Family Members work together.

This document outlines the privileges you, as a Shaklee Family Member in the Shaklee Compensation Plan, can expect from the Company, and the responsibilities the Company expects you to assume. Please read this document carefully.

Please note that the Shaklee Compensation Plan is an attachment to this P&R. The following compensation provisions in this Dream Plan P&R do not apply to you and are superseded by the Shaklee Compensation Plan:

- **Chapter 1 Ranks & Requirements:** section deleted and replaced by Shaklee Compensation Plan.
- **Chapter 2 Bonuses:** section deleted and replaced by Shaklee Compensation Plan.
- **Chapter 3 Business Policies:** the following provisions have been deleted - Price tiers (under General Sales Policies) and Transferring Sponsorships Online (under Doing Business on the Internet) - and replaced by the provisions in the Shaklee Compensation Plan.
- **Chapter 5 Shaklee Global Opportunity:** section deleted and replaced by Shaklee Compensation Plan.
- **Chapter 6 – Reorganizations:** the following provisions have been deleted - Internal Reorganizations, External Reorganizations, Business Leader Requested Reorganization, and Transfer of Online Sponsorships - and replaced by the provisions in the Shaklee Compensation Plan.
- **Definitions & Terms :** the following definitions and terms have been deleted - Ambassador, Business Leader, Business Leader leg, First Generation Business Leader, Five Year Rule, Foreign Ambassador, Foreign Market, Global Personal Group, Home Market, Legacy Plan, Master Leg, Organization Volume, Original Sponsor, Personal Group , Personal Group Volume, Personal Volume, Point Value, Price Differential, Title, and Unencumbered Volume - and replaced by the definitions and terms in the Shaklee Compensation Plan.

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## Chapter 1

### Ranks and Requirements

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#### Member

Any person who signs a *Shaklee Application* and purchases a New Member Pack. From time to time Shaklee may offer a complimentary membership, waiving the requirement to purchase a New Member Pack. Members purchase at Member Price as indicated on the Shaklee Price List. Members are eligible to receive pricing discounts. Members are not eligible to sponsor other Shaklee Family Members, to sell Shaklee products, or to receive bonuses or other compensation until they become Ambassadors. An ambassadorship fee is not required to become a Shaklee Family Member. The only requirement is the purchase of a New Member Pack.

#### Ambassador

In order to become an Ambassador, an individual must sign a *Shaklee Application* and purchase a Business Starter Kit.

If a Member subsequently decides to become an Ambassador and meets the requirements above, the change in status will take effect retroactive to the first day of the month in which Shaklee determines the requirements have been met.

A business entity may become an Ambassador by signing a *Sole Proprietorship (DBA)* or *General Partnership Application* or *Corporate Ambassador Application* that is accepted by Shaklee, and purchasing a Business Starter Kit.

Shaklee Canada Inc. is registered as a Direct Seller in each province. All other licence requirements in your province are the responsibility of each Shaklee Ambassador.

Ambassadors may sell Shaklee products, earn bonuses, and sponsor others into Shaklee.

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#### Associate

An Ambassador will be promoted to Associate upon achieving 1000 Personal Group Volume, including 100 Personal Volume, monthly.

Promotion to Associate will take effect retroactive to the first day of the month in which Shaklee determines qualifications have been met.

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#### Director

To be promoted to and paid as a Director an Ambassador must achieve 2000 Personal Group Volume, with 1000 unencumbered volume, of which 100 is Personal Volume (i.e., 1000 Personal Group Volume not including the Personal Group Volume of a First Generation Director in the month of promotion).

All volume must be on record with Shaklee.

Promotion to Director will take effect retroactive to the first day of the month in which Shaklee determines qualifications have been met.

## **Stacked Directors**

In the case of an Ambassador or Associate promoting to Director under another Ambassador or Associate who is promoting to Director in the same month (i.e., stacked promotion), the new Director above in the sponsorship line must have a minimum of 1000 unencumbered group Volume (i.e., not including the Personal Group Volume of the new Director[s] below) in the month of qualification.

## **Other Director Requirements**

Directors must also:

- Demonstrate regular leadership, guidance, and service to their Personal Groups by applying their best efforts toward promoting Shaklee products and the Shaklee opportunity and by supporting the ideals of the Shaklee philosophy.
- Operate bona fide, independent Directorships without continued reliance on other Business Leaders for maintenance of rank.
- Adhere to and enforce the compliance of all members of their Personal Groups with Shaklee policies as outlined in this *P&R*, the *Shaklee Application*, the *Sole Proprietorship (DBA)* or *General Partnership Application*, the *Corporate Ambassador Application*, Shaklee publications, and administrative letters to the Field, including any amendments to any of these documents that may be adopted from time to time. Business Leaders doing business in the United States or foreign markets must adhere to and enforce the compliance of all members of their Personal Groups with Shaklee policies as outlined in official Shaklee publications for those markets.

Shaklee may reject a Director promotion if the applicant:

- Exhibits poor leadership attributes
- Has not complied, or refuses to comply, with the provisions of this *P&R*
- Has engaged in conduct that may adversely affect the reputation of Shaklee or Shaklee Family Members

Although Business Leaders may share the expense of office space, and one Business Leader may help another through temporary difficulties (but not on a continuing or indeterminate basis), Business Leaders may not prop up a sham or "paper" Business Leader through diverted orders or other devices. "Paper" Business Leaders are those who are Business Leaders in name only and do not actively operate their Shaklee businesses but allow other Business Leaders to sustain and direct their sales leadership functions. This prohibition applies to all Business Leader ranks.

## **Rank Maintenance**

Requirements for maintenance of Director rank are as follows:

- 2000 Personal Group Volume per month, including 100 Personal Volume
- In any month in which one promotes a First Generation Director, one must have 1000 unencumbered Group Volume, 100 of which must be Personal Volume (i.e., 1000 Personal Group Volume not including the Personal Group Volume of the new Director)
- In the month following promotion of a First Generation Director, 1250 Personal Group Volume, including 100 Personal Volume
- In the second month following promotion of a First Generation Director, 1500 Personal Group Volume, including 100 Personal Volume

- In the third month following promotion of a First Generation Director, 2000 Personal Group Volume, including 100 Personal Volume

**Example 1:** Ambassador Gordon is in the Personal Group of Business Leader Edward. Gordon promotes to Director effective the December 2016 PV month. For the PV month of December 2016, Edward must have at least 1000

Unencumbered Group Volume, including 100 Personal Volume. For the PV month of January 2017, Edward must have at least 1250 Personal Group Volume, including 100 Personal Volume. For the PV month of February 2017, Edward must have at least 1500 Personal Group Volume, including 100 Personal Volume. For the PV Month of March 2017, Edward must have 2000 Personal Group Volume, including 100 Personal Volume.

**Example 2:** Business Leader Sandy promotes three First Generation Business Leaders: one in the December 2016 PV month, one in the January 2017 PV month, and one in the February 2017 PV month. Sandy must have 1000 Unencumbered Group Volume, including 100 Personal Volume, in each of December, January, and February because she promoted a First Generation Director in each of those months. In the March 2017 PV month, she must have 1250 Personal Group Volume, including 100 Personal Volume. In the April 2017 PV month she must have 1500 Personal Group Volume, including 100 Personal Volume. In the May 2017 PV month, she must have 2000 Personal Group Volume, including 100 Personal Volume.

**Example 3:** Business Leader Ralph promotes Director Gina effective the November 2016 PV month. Gina uses a Volume Grace Month (VGM) in the December 2016 PV month. Ralph must have 1250 Personal Group Volume, including 100 Personal Volume, in the December 2016 PV month.

## **PV Makeups**

Business Leaders who fall short of the requirements to fully qualify for rank may at their request receive an automatic 100 PV order under the following circumstances:

- Personal Group Volume is within 100 PV of the volume required to fully qualify for rank
- Personal Volume is less than the required 100 Personal Volume and the Business Leader would otherwise fully qualify for rank

## **Volume Grace Month (VGM)**

Business Leaders may have one VGM within a rolling 12-month period. The grace month will be given automatically if needed.

New Directors may have two Volume Grace Months (VGMs) within the first year after their original promotion to Director but must have a minimum of 1000 Personal Group Volume in at least one of the two VGMs. The new Director is then eligible for one VGM in a rolling 12-month period beginning with the 13<sup>th</sup> month following the original promotion.

**Example:** Business Leader Peter is originally promoted to Director effective the January 2016 PV month. Peter may have two Volume Grace Months during the period of the February 2016 through January 2017 PV months so long as in at least one of the VGMs he has at least 1000 Personal Group Volume. Starting the February 2017 PV month, he may have one VGM within a rolling 12-month period. If he uses a VGM in the February 2017 PV month, he will be eligible for another in the February 2018 PV month.

A Business Leader in a VGM counts as a Business Leader for purposes of the upline Business Leaders' qualifications.

## **Retitling**

If a Business Leader does not meet rank maintenance requirements and has already used any available Volume Grace Months, the Business Leader will be retitled to Associate effective retroactive to the beginning of the month in which maintenance requirements were not met. Upon retitling, the Associate's price tier will be reset to MP.

To be reinstated as a Director, the former Business Leader must meet qualifications for promotion as described in Chapter 1 of this P&R.

Shaklee reserves the right to retitle a Business Leader to Associate regardless of the volume requirements if, in Shaklee's assessment, the Business Leader fails to fulfil other qualifications and responsibilities of leadership, as explained in this P&R.

## **Unjust Enrichment**

Shaklee has established a time limit to prevent Leadership Bonuses, including Infinity Bonuses and other bonuses paid on established Business Leaders, from being paid to new Directors who intervene in the sponsorship line above the established Business Leaders, or to reinstated Directors who have not provided leadership to their Business Leaders for a long time.

Any potential Director in a sponsorship line between an upline Business Leader and a First Generation Business Leader must qualify and be promoted to the rank of Director within one year of the most recent promotion date of the First Generation Business Leader in order to be entitled to Leadership Bonuses on that First Generation Business Leader. The newly promoted Director must maintain rank as a Director for six consecutive months in order to retain continuing rights to Leadership Bonuses. Failure to achieve Business Leader rank in 12 months, or to maintain rank for six consecutive months, will result in the permanent loss of sponsorship rights and rights to Leadership Bonuses on the First Generation Business Leader and his or her sponsorship group. The sponsorship line will be permanently broken above the First Generation Business Leader and will be reconnected under the next eligible upline sponsor. If there are any former Business Leaders above the First Generation Business Leader who have been retitled for less than 12 months, the sponsorship line will instead be broken above the former Business Leaders and reconnected under the next eligible upline sponsor.

If a retitled Business Leader is reinstated to Director rank less than 12 months after that Business Leader's last retitling date, he or she will begin receiving Leadership Bonuses for which he or she is qualified immediately after reinstatement but must maintain rank as a Director for six consecutive months in order to retain rights to Leadership Bonuses and sponsorship rights.

**Example 1:** Business Leader Filomena sponsors Ambassador Graciela, who in turn sponsors Ambassador Juan. Juan is promoted to Director effective the January 2016 PV month. In order to retain sponsorship rights to Juan and his sponsorship group, Graciela must be appointed to Director effective no later than the January 2017 PV month and must maintain rank for six consecutive months. (If promoted effective January 2017, Graciela would have to maintain rank for the January through June 2017 PV months).

**Example 2:** Business Leader Stacy is the sponsor of former Business Leader Tim, who was retitled to Associate effective the January 2016 PV month. Tim, in turn, is the sponsor of former Business Leader Wendy, who was retitled effective the June 2016 PV month, and Wendy is the sponsor of Business Leader Andrew. Andrew maintains Business Leader rank continuously from the January 2016 PV month through the January 2017 PV month. Tim does not regain Business Leader rank by the January 2017 PV month and therefore loses all sponsorship rights to Andrew and Andrew's sponsorship group. But Wendy has not yet lost sponsorship rights to Andrew and Andrew's sponsorship group because she has been retitled for less than 12 months. So, the sponsorship line is broken at Wendy, and Stacy becomes Wendy's sponsor.

### **Regaining Rank**

To be reinstated as a Director, the former Director must meet the qualifications for Director outlined in Chapter 1 of this P&R.

If a former Director had an outstanding accounts receivable (A/R) balance at the time of retitling, upon reinstatement he or she will be placed on "no personal cheque" (NPC) status until the balance is paid in full.

Reinstatement to Director may be conditioned upon repayment of, or upon agreement to repay, any outstanding A/R balance on terms that are satisfactory to Shaklee. Shaklee reserves the right to rescind any reinstatement where such agreement is not made.

### **Promotions**

Promotions will be made automatically by the Company when the Company determines qualifications have been met.

Business Leaders may, however, notify Shaklee if they prefer not to have promotions made automatically for those in their Personal Groups, and Shaklee will make the exception. If the Business Leader requests not to have promotions made automatically:

- The Business Leader is responsible for notifying Shaklee of all promotions to be made to Associate no later than the last business day of the calendar month for which the promotion is to be effective
- The Business Leader is responsible for notifying Shaklee of all promotions to be made to Director no later than the second business day following the end of the month for which the promotion is to be effective
- The Business Leader must state in writing his or her individual policies concerning requirements for promotion prior to the time that a prospective Member or Ambassador completes and signs a *Shaklee Application* or equivalent, so that people will not be misled into assuming that their Business Leaders will promote those in their Personal Groups in accordance with the requirements established by the Company, as described in this Chapter.

When a prospective Director meets all requirements for promotion, with all required volume reflected on Shaklee's records, and requests promotion to Director, Shaklee will make the promotion. If the Business Leader of record does not agree that the promotion should be made, the Business Leader may request that the Status Review Board (SRB) review the promotion.

In all cases, a Member must first become an Ambassador before being eligible to promote to Associate or Director, regardless of whether promotion is automatic or not.

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## **Higher Ranks**

All promotions to the rank of Senior Director or higher will be made automatically by Shaklee when Shaklee determines that the requirements have been met.

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### **Senior Director**

To be promoted to and paid as a Senior Director, one must be a qualified Director with one First Generation Business Leader. Senior Director promotions are effective retroactive to the first day of the month in which Shaklee determines qualifications have been met.

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### **Coordinator**

To be promoted to and paid as a Coordinator, one must be a qualified Director with a minimum of two First Generation Business Leaders. Coordinator promotions are effective retroactive to the first day of the month in which Shaklee determines qualifications have been met.

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### **Senior Coordinator**

To be promoted to and paid as a Senior Coordinator, one must be a qualified Director with a minimum of:

- Two First Generation Business Leaders
- 10,000 monthly Organizational Volume

Senior Coordinator promotions are effective retroactive to the first day of the month in which Shaklee determines qualifications have been met.

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### **Executive Coordinator**

To be promoted to and paid as an Executive Coordinator, one must be a qualified Director with a minimum of:

- Three First Generation Business Leaders
- 20,000 monthly Organizational Volume

Executive Coordinator promotions are effective retroactive to the first day of the month in which Shaklee determines qualifications have been met.

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### **Senior Executive Coordinator**

To be promoted to and paid as a Senior Executive Coordinator, one must be a qualified Director with a minimum of:

- Three First Generation Business Leaders
- 30,000 monthly Organizational Volume

Senior Executive Coordinator promotions are effective retroactive to the first day of the month in which Shaklee determines qualifications have been met.

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## **Key Coordinator**

To be promoted to and paid as a Key Coordinator, one must be a qualified Director with a minimum of:

- Four First Generation Business Leaders
- 50,000 monthly Organizational Volume, of which 25,000 must come from outside his or her largest Business Leader leg

Key Coordinator promotions are effective retroactive to the first day of the third consecutive month in which Shaklee determines qualifications have been met.

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## **Senior Key Coordinator**

To be promoted to and paid as a Senior Key Coordinator, one must be a qualified Director with a minimum of:

- Five First Generation Business Leaders
- 75,000 monthly Organizational Volume, of which 37,500 must come from outside his or her largest Business Leader leg

Senior Key Coordinator promotions are effective retroactive to the first day of the third consecutive month in which Shaklee determines qualifications have been met.

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## **Master Coordinator**

To be promoted to and paid as a Master Coordinator, one must be a qualified Director with a minimum of:

- Six First Generation Business Leaders
- 100,000 monthly Organizational Volume, of which 50,000 must come from outside his or her largest Business Leader leg

Master Coordinator promotions are effective retroactive to the first day of the third consecutive month in which Shaklee determines qualifications have been met.

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## **Senior Master Coordinator**

To be promoted to and paid as a Senior Master Coordinator, one must be a qualified Director with a minimum of:

- Eight First Generation Business Leaders
- 200,000 monthly Organizational Volume, of which 100,000 must come from outside his or her largest Business Leader leg

Senior Master Coordinator promotions are effective retroactive to the first day of the third consecutive month in which Shaklee determines qualifications have been met.

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## **Presidential Master Coordinator**

To be appointed to and paid as a Presidential Master Coordinator, one must be a qualified Director with a minimum of:

- Ten First Generation Business Leaders

- 500,000 monthly Organizational Volume, of which 250,000 must come from outside his or her largest Business Leader leg, and
- Two Paid-As Master Coordinator legs

Presidential Master Coordinator promotions are effective retroactive to the first day of the third consecutive month in which Shaklee determines qualifications have been met.

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### **All Coordinator Ranks**

Coordinator ranks, which include Coordinators, Senior Coordinators, Executive Coordinators, Senior Executive Coordinators, Key Coordinators, Senior Key Coordinators, Master Coordinators, Senior Master Coordinators, and Presidential Master Coordinators, carry the highest levels of privilege and responsibility under the Shaklee Compensation Plan. Shaklee will promote only those candidates who, in Shaklee's assessment:

- Exemplify loyalty to Shaklee
- Provide the superior leadership and service required of the rank

In keeping with the above qualifications, no Coordinator of any rank may operate another direct selling business or be an ambassador, employee, or consultant for another direct selling company.

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### **Rank Maintenance Requirements**

Senior Directors and above must meet the requirements for their rank for a minimum of nine months in a rolling 12-month period. A Senior Director or above will be retitled to the next lower appointed title effective retroactive to the first day of the fourth month in a rolling 12-month period for which requirements for their rank have not been met.

The Company reserves the right to retain Senior Directors and above at their appointed title and not retitle them to a lower appointed title if the Company believes it is in the best interests of Shaklee and Shaklee Ambassadors to do so.

Except as otherwise set forth in this *P&R*, bonuses will be paid according to the qualifications actually achieved in a given month, and benefits awarded based upon rank will be awarded according to Paid-As title.

## Chapter 2

### Bonuses

Point Value (PV) is the basis both for measuring qualifications and for calculating Personal Group Bonuses, Leadership Bonuses, Infinity Bonuses, and the Presidential Master Organization Bonus. All bonuses are paid directly by Shaklee to Ambassadors, Associates, and Business Leaders of all ranks who have earned them, except as indicated in the Individual Bonus Policies section of this Chapter. Shaklee encourages all Ambassadors, Associates, and Business Leaders to register to have their bonuses directly deposited to their bank account. Registration forms are available at <https://ca.shaklee.com/popular-business-forms>.

One must have at least 250 Personal Group Volume, including 100 Personal Volume, monthly in order to earn any of the bonuses set forth in this Chapter.

### Personal Group Bonuses

To be bonus eligible, one must be an Ambassador or higher. In addition, one must have a minimum of 100 Personal Volume.

Ambassadors, Associates, and Business Leaders qualify for Personal Group Bonuses as follows:

Qualified As	PGV	% on Personal Volume*	% on 250 PGV Ambassador Groups	% on 500 PGV Ambassador Groups	% on 1000 PGV Associate Groups	% on 1500 PGV Associate Groups
Ambassador	250	4%		-	-	-
Ambassador	500	8%	4%		-	-
Associate	1000	12%	8%	4%		
Associate	1500	14%	10%	6%	2%	-
Director or higher	2000+	20%	16%	12%	8%	6%

\*This percentage is also earned on the volume of Members and Ambassadors who are not bonus eligible and are not in the group of another bonus-eligible Ambassador or Associate.

Ambassadors and Associates must meet the monthly volume qualifications shown in order to be paid at the percentages shown.

The maximum Personal Group Bonus percentage that an Ambassador or Associate may qualify for is 14%. A Business Leader in a volume grace month will receive the Personal Group Bonus percentage appropriate to his or her actual Personal Group Volume.

### Differential Payment

Personal Group Bonuses are paid differentially, meaning that you earn the difference between the percentage you qualify for and the percentage qualified for by an Ambassador or Associate in your Personal Group.

**Example:** Business Leader Howard sponsors Member Mary, who in turn sponsors Ambassador Dave. Dave sponsors Ambassador Darlene. Mary, Dave, and Darlene each purchase 250 PV personally. Howard has a total of 2000 PGV including the 750 from Mary, Dave, and Darlene as well has his personal PV and the PV of others in his Personal Group. Darlene qualifies for a 4% bonus because she has 250 PGV. Dave qualifies at the 8% bonus level because he has 500 PGV. He earns 8% on his Personal Volume of 250 and 4% on Darlene's Personal Volume of 250. Although Mary has 750 PGV, she is not eligible to earn a bonus because Members are not bonus eligible. Howard qualifies at the 20% level because he is a qualified Business Leader. He earns 20% on his Personal Volume and 20% on Mary's Personal Volume of 250 and 12% each on Dave's and Darlene's Personal Volumes of 250.

## Leadership Bonuses

### Performance Requirements

A Business Leader must meet all rank maintenance requirements to be eligible for Leadership Bonuses. A Business Leader in a volume grace month (VGM) is not eligible to earn Leadership Bonuses.

A Business Leader is paid Leadership Bonuses at the rank for which he or she fully qualifies according to the requirements for each rank in Chapter 1 of this *P&R*.

Dream Plan Leadership and Infinity* Bonus Schedule <sup>1</sup>											
GEN	SR DIR	CRD	SR CRD	EXEC	SR EX	KEY	SR KEY	MSTR	SM	PM	
1 <sup>st</sup>	6%	6%	6% +2%	6% +3%	6% +4%	6% +5%	6% +6%	6% +7%	6% +7.5%	6% +8%	
2 <sup>nd</sup>	3%	4%	5% +2%	6% +3%	6% +4%	6% +5%	6% +6%	6% +7%	6% +7.5%	6% +8%	
3 <sup>rd</sup>			+2%↓	4% +3%	4% +4%	4% +5%	4% +6%	4% +7%	4% +7.5%	4% +8%	
4 <sup>th</sup>			∞	+3%↓	+4%↓	4% +5%	4% +6%	4% +7%	4% +7.5%	4% +8%	
5 <sup>th</sup>				∞	∞	+5%↓	+6%↓	3% +7%	3% +7.5%	3% +8%	
6 <sup>th</sup>						∞	∞	+7%↓	3% +7.5%	3% +8%	
								∞	+7.5%↓	+8%↓	

\*Infinity Bonuses are paid differentially and are up to the percentages shown.

Shaklee reserves the right to withhold some of or all the Leadership Bonuses paid to a Business Leader on any downline Business Leaders when that Business Leader has failed to fulfil his or her leadership responsibilities. Other remedies may be applied for failure to fulfil the responsibilities of a Shaklee Leadership position, including retitling of rank or termination, as provided in Chapter 4.

At Shaklee's discretion, bonuses will not be reassigned to any upline Business Leader if the Business Leader from whom they are withheld has an overdue accounts receivable balance.

<sup>1</sup>In the event that a Dream Plan Business Leader has one or more Business Leaders in his or her organization who are in the Legacy Plan, the Business Leader will be paid on those Business Leaders according to the Legacy Plan.

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## Infinity Bonuses

Senior Coordinators and higher are eligible to be paid Infinity Bonuses as follows:

Paid-As Title	Infinity Bonus
Senior Coordinator	2%
Executive Coordinator	3%
Senior Executive Coordinator	4%
Key Coordinator	5%
Senior Key Coordinator	6%
Master Coordinator	7%
Senior Master Coordinator	7.5%
Presidential Master	8%

Infinity Bonuses are paid differentially. A Business Leader is paid the difference between the percentage he or she qualifies for and the percentage his or her downline Business Leader qualifies for.

**Example:** Key Coordinator Karen has four First Generation Business Leaders:

- David is a Director. Karen earns 5% Infinity Bonus on the Personal Volume of David and everyone in David's downline.
- Suzy is a Senior Coordinator with two First Generation Senior Directors, and they each have a First Generation Director of their own. Karen earns 3% Infinity Bonus on the Personal Volume of Suzy and everyone in Suzy's entire downline. Suzy earns 2% Infinity Bonus on the Personal Volume of her two First Generation Business Leaders and their entire downline.
- Carol is a Senior Coordinator with two First Generation Business Leaders: Denise is a Director and Kevin is a Key Coordinator. Karen earns 3% Infinity Bonus on the Personal Volume of Carol and Carol's entire downline, down to but excluding Kevin and his downline. She does not earn an infinity bonus on Kevin or anyone downline from Kevin because Kevin is also a Key Coordinator and his Infinity Bonus percentage is the same as Karen's percentage.
- Sam is a Senior Director with a First Generation Executive Coordinator, Edward. No one in Edward's organization has a higher title than Executive Coordinator. Karen earns 5% Infinity Bonus on the Personal Volume of Sam and everyone in Sam's downline, down to but excluding Edward and his downline. She earns 2% Infinity Bonus on the Personal Volume of Edward and everyone in Edward's downline. (Karen qualifies at 5% and Edward qualifies at 3%, so Karen earns the 2% difference).

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## Matching Bonuses

Senior Key Coordinators and higher are eligible to be paid a Matching Bonus on the Infinity Bonus earnings of the first downline Business Leader in any leg who matches their Paid-As title. The Matching Bonus percentage increases as the Paid-As title increases:

Paid-As Title	Matching Bonus
Senior Key Coordinator	10%
Master Coordinator	15%
Senior Master Coordinator	20%
Presidential Master Coordinator	25%

**Example:** Master Coordinator Mary is First Generation to Presidential Master Peter. Mary has three Business Leader legs that include Master Coordinators:

- Master Coordinator Marvin is First Generation to Mary. Master Coordinator Melissa is Fourth Generation to Marvin. Marvin and Melissa each earn \$5,000 in Infinity Bonuses. Mary earns 15% (\$750) of the \$5,000 Marvin earned in Infinity Bonuses, and Marvin earns 15% (\$750) of the \$5,000 Melissa earned in Infinity Bonuses.
- Master Coordinator Mark is Third Generation to Mary, with a Coordinator and a Senior Director in between them. Mark earns \$1,000 in Infinity Bonuses. Mary earns 15% of \$1,000, or \$150.
- Master Coordinator Mandy is Second Generation to Mary, and the intervening First Generation Business Leader is Presidential Master Patricia. Mary does not earn a Matching Bonus on Mandy's Infinity Bonuses because there is an intervening Business Leader with a higher title. Mary's upline, Peter, will earn 25% of the Infinity Bonuses earned by Patricia.

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## Presidential Master Coordinator Organization Bonuses

Presidential Master Coordinators are paid an additional Infinity Bonus when they develop Presidential Master Coordinators in one or more Business Leader legs within their organizations. The bonus is paid truly to infinity, as follows:

- A Paid-As Presidential Master Coordinator receives  $\frac{1}{2}\%$  of the entire Organizational Volume (OV) of the first Paid-As Presidential Master Coordinator downline in a given leg, down to but excluding the OV of the second Paid-As Presidential Master Coordinator down that leg
- A Paid-As Presidential Master Coordinator receives  $\frac{1}{4}\%$  of the entire Organizational Volume of the OV of the second Paid-As Presidential Master Coordinator downline in a given leg, down to but excluding the third Paid-As Presidential Master Coordinator down that leg
- A Paid-As Presidential Master Coordinator receives  $\frac{1}{8}\%$  of the entire Organizational Volume of the OV of the third Paid-As Presidential Master Coordinator downline in a given leg, down to but excluding the fourth Paid-As Presidential Master Coordinator down that leg
- A Paid-As Presidential Master Coordinator continues to receive half the previous percentage on each succeeding Paid-As Presidential Master Coordinator and their organizations until there are no more Paid-As Presidential Master Coordinators in that leg

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## Car Bonus Program

Shaklee offers qualified Senior Directors and above the opportunity to earn a monthly Car Bonus. For details about the Car Bonus Program, including qualifications and bonus amounts, see the Incentives Booklet, published annually.

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## Price Differential

Business Leaders pay DP (Distributor Price). The default price for Members, Ambassadors, and Associates is MP (Member Price); however, they may be given DP pricing at the option of their Business Leader of record. (DP pricing means that the Member, Ambassador, Associate, or Business Leader will pay DP at the time they place their orders.)

- Ambassadors and Associates who have 500 Personal Group Volume, including 100 Personal Volume, monthly will earn MP/DP price differential, which will be paid to them in their monthly bonus cheque<sup>2</sup>.
- Business Leaders, if they choose, may also offer the opportunity to earn the MP/DP price differential to Ambassadors and Associates when they have 250 Personal Group Volume, including 100 Personal Volume, monthly. (Shaklee must receive notification that the Business Leader wishes to make this choice no later than the last working day of the calendar month for which it is to be effective.)
- Business Leaders may also choose not to make Ambassadors and Associates in their Personal Group eligible to earn the MP/DP price differential. (Shaklee must receive notification that the Business Leader wishes to make this choice no later than the last working day of the calendar month for which it is to be effective.)
- Ambassadors or Associates who earn MP/DP price differential earn the differential on their own orders, if placed at MP, as well as on orders placed at MP of the Members, Ambassadors, and Associates downline from them, down to but excluding the next Ambassador or Associate who is also qualified to earn the MP/DP Differential. Any MP/DP price differential not paid to an Ambassador or Associate is paid to the Business Leader of record.

MP/DP price differential will not be paid to an Ambassador, Associate, or Business Leader in another country unless that country is the United States.

**Example:** Business Leader Jane is the sponsor of Ambassador Kevin, who is the sponsor of Associate Drew, who is the sponsor of Ambassador Matt. Jane uses the default option and her Ambassadors and Associates are eligible to earn the MP/DP price differential when they have 500 Personal Group Volume, including 100 Personal Volume, monthly. Kevin, Drew, and Matt all pay MP at the time they order.

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<sup>2</sup> Ambassadors and Associates remain eligible to earn Personal Group Bonuses when they have 250 Personal Group Volume, including 100 Personal Volume, as described in the section on Personal Group Bonuses in this Chapter.

In October Kevin has orders totalling 100 PV, Drew has orders totalling 300 PV, and Matt has orders totalling 500 PV. Matt has 500 Personal Group Volume and receives the MN/DP price differential on his own orders. Drew has a total of 800 Personal Group Volume (his 300 plus Matt's 500) and receives the MP/DP price differential on his own orders. Kevin has a 900 Personal Group Volume and receives the MP/DP price differential on his own orders. He does not receive any price differential on Drew's orders or Matt's orders because the price differential on those orders has been paid to Drew.

In November, Kevin has orders totalling 50 PV, Drew has orders totalling 300 PV, and Matt has orders totalling 200 PV. Matt has less than 500 Personal Group Volume and does not qualify to earn the MN/DP price differential this month. Drew has 500 Personal Group Volume and receives the MP/DP price differential on his orders and Matt's orders. Although Kevin has 550 Personal Group Volume, he has less than 100 Personal Volume and does not qualify for the MP/DP price differential this month. Business Leader Jane receives the MP/DP price differential on Kevin's orders.

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### **Individual Bonus Policies**

Although Shaklee's policy is to pay bonuses directly to qualified Ambassadors, Associates, and Business Leaders, if a Business Leader wishes to pay bonuses to qualified Ambassadors and Associates in his or her Personal Group, rather than have the Company pay them, the Business Leader may contact Shaklee Field Support for an exception to the policy:

- Business Leaders who choose to pay bonuses to their Personal Groups are required to comply with federal and provincial tax laws.
- As an independent businessperson, the Business Leader may choose not to adhere to the Personal Group Bonus schedule and price differential policy published by Shaklee when paying bonuses to Ambassadors and Associates in his or her Personal Group.
- The Business Leader must state in writing his or her individual policies concerning bonuses, price tiers, and eligibility for price differential prior to the time that a prospective Member or Ambassador completes and signs a *Shaklee Application* or equivalent, so that people interested in becoming Ambassadors will not be misled into assuming that their Business Leaders will pay bonuses in accordance with the Personal Group Bonus Schedule published by Shaklee, or that their Business Leaders will offer pricing discounts or eligibility for price differential in accordance with materials published by Shaklee.
- A promise to pay a bonus is a contractual commitment that Business Leaders must honor by prompt payment.

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## Chapter 3

### Business Policies

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#### General Sales Policies

Shaklee sells its products directly to all Shaklee Business Leaders and to those Members, Ambassadors, and Associates who choose to order directly from Shaklee. Shaklee credits the appropriate account with the PV for the orders placed directly with Shaklee. Those Shaklee Family Members who do not order directly from Shaklee may purchase their products from their Ambassadors, Associates, or Business Leaders of record.

Shaklee Ambassadors may not sell or ship products directly from the Company, by means of temporary address changes, to Shaklee Family Members who were sponsored outside their Personal Groups without an agreement with the Business Leader of record to ensure that the PV is transferred to the Shaklee Family Member to whom the products were shipped.

All Shaklee Ambassadors are free to sell to any retail customer who is not sponsored into Shaklee, even if another Shaklee Ambassador is supplying the customer.

All Shaklee Ambassadors must provide each customer with a receipt in duplicate at the time of each sale. The receipt must contain each of the Company's and the Ambassador's name, address, and telephone number, as well as the wording outlined in the Canadian Direct Sellers Association Code of Ethics ("DSA Code"). Ambassadors must retain one copy of each receipt for a period of three years. Shaklee has a compliant receipt form available at <https://ca.shaklee.com/popular-business-forms> and a compliant receipt booklet available for purchase by Ambassadors (#60014).

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#### Price Tiers

All Members, Ambassadors, and Associates are eligible for Member Price or "MP" when ordering directly from the Company.

Business Leaders, as well as any Members, Ambassadors, or Associates designated by their Business Leaders of Record, are eligible for Ambassador Price or "DP," which reflects a discount of 15% off the MP, when ordering directly from the Company.

Shaklee Ambassadors are free to determine for themselves the prices they charge when reselling products from their inventory. Please note that Shaklee Canada Inc. submits directly to the appropriate government(s) all taxes collected on the MP on your behalf through the alternate collection method. (For more information about the alternate collection method for GST/HST, refer to the GST Memo 14.1 for Direct Sellers, which is available at the Canada Revenue Agency Website.) If you choose to sell products for a price higher than MP, you will be responsible to submit these extra taxes directly to the appropriate government(s).

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#### Export/Import Policy

The products of Shaklee Canada Inc. have been formulated, manufactured, and labelled to comply with Canadian regulatory requirements. The Shaklee products formulated, manufactured, and labelled to comply with the laws of other countries, including the United States, do not necessarily comply with Canadian regulatory requirements.

Therefore, Shaklee Ambassadors may not, directly or indirectly, export the products of Shaklee Canada Inc. for resale in another country, nor may a Shaklee Ambassador directly or indirectly import Shaklee products from another country for resale within Canada. Shaklee Canada Inc. will not honour any product guarantee or warranty for products sold in violation of this provision, and any Shaklee Family Member or Shaklee Ambassador engaging in such sales will be solely responsible for the products and any related claims or complaints.

Shaklee Ambassadors may, however, sell and ship Shaklee products to purchasers in other countries where Shaklee does not do business for the purchaser's personal use only, and not for resale to others. If Shaklee operates a business in any market, products of another country may not be shipped to that market for any purpose whatsoever.

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## **Product Refund and Return**

### **The Shaklee Guarantee**

If any Member or retail customer is not satisfied with any Shaklee product, that person may send it back to his or her Ambassador or to Shaklee for a full refund, even if the container is empty – no questions asked.

Shaklee Ambassadors must honour the Shaklee Guarantee by providing immediate refunds (or exchanges) on sales of personal use quantities (unit sales) to consumers dissatisfied with the products. In addition, the Company will accept returns and refund the purchase price under the Shaklee Guarantee when the products were purchased directly from Shaklee. (The Shaklee Guarantee does not apply to product purchased for resale. See *Inventory Returns*, below.) Water treatment units are covered by a 60-day guarantee and certain warranties rather than by the Shaklee Guarantee.

Shaklee Ambassadors should refund the full purchase price to their customers before obtaining reimbursement of the price they paid from Shaklee. Shaklee will process returns under the Shaklee Guarantee provided Ambassadors submit a *Product Experience Report (PER)* by fax, mail, or scan and e-mail. Applicable price differential and PV will be reversed and deducted from the upline of record, making the transaction revenue neutral for all parties.

If the purchase price of the returned products is greater than \$100, the product must be returned to Shaklee before credit is issued. A Product Return Authorization (PRA) number must be obtained from Shaklee for these returns, and the customer is responsible for paying the shipping cost of the return.

The Company may refuse to refund the purchase price of any product if the Company determines in its sole discretion that a customer is abusing the Shaklee Guarantee.

### **Inventory Returns**

To obtain refunds for inventory returns (as opposed to consumer refunds under the Shaklee Guarantee), Shaklee Ambassadors must resign their ambassadorships. Inventory returns consist of products purchased for resale or in quantities that could be construed to be greater than an individual or individual family could be reasonably expected to consume. In addition, returns of Success Packs, as well as Business Starter Kits, are considered inventory returns for purposes of this policy.

The Company will accept returns of product inventory as long as the products:

- Are in good, saleable condition. Products for return must not be past their expiration date, if applicable, or the shelf life of the products. They must have been purchased less than one (1) year before the date of return.

- Are unopened, with seals and labels intact, except in the case of Success Packs and Business Starter Kits.
- Show a printed expiration date on the label (if applicable) that is three or more months after the date of return.

The resigning Ambassador is responsible for the cost of shipping the returned products to Shaklee.

Shaklee will make the refund at the purchase price and will deduct from the refund the bonuses paid to the resigned Shaklee Ambassador on the returned inventory, as well as a 10% handling charge. Shaklee reserves the right to recapture bonuses and Price Differential from the upline Shaklee Ambassadors and Business Leaders who were paid those bonuses on the products returned.

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## **Fees and Charges**

### **Insufficient Funds/Chargebacks**

When Shaklee receives a notice from a bank that an Electronic Funds Transfer (EFT) or any other payment has been denied for any reason, a fee equal to 2% of the face amount of the denied payment (\$15 minimum) will be assessed. The 2% fee will be reflected on the Bonus Statement. The Company, in its sole discretion, may place an Ambassador on "No EFT" (NFT) status on either a temporary or permanent basis. Shaklee reserves the right to verify that bank balances are sufficient to cover the cost of orders.

Orders must be paid for at the time the order is placed by either an EFT or a credit card. In the event that there is an accounts receivable balance, Shaklee will deduct it from bonuses earned and the deduction will be reflected on the Bonus Statement. If the accounts receivable balance exceeds the bonus earned, it will be carried forward to the next month and Shaklee will charge the Ambassador a 1% fee on the overdue amount or the maximum fee allowed by law, whichever is less.

### **Re-routing Fees**

Any Shaklee Ambassador who provides the Company with an incorrect address for delivery of product may be assessed a re-routing fee at the Company's discretion.

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## **Direct Selling Rules**

The Shaklee opportunity, products, and trademarks are designed specifically for direct selling. Accordingly, Shaklee Ambassadors may not sell or promote the sale of Shaklee products to or from retail stores, Internet auction sites, electronic shopping malls, electronic kiosks, or the like, either directly or through third parties, except as provided herein. Shaklee Ambassadors may not advertise on television or radio. Advertising on the Internet must be in accordance with the sections Doing Business on the Internet and Advertising Policy in this Chapter.

### **Exclusive Shaklee Training Centres**

Shaklee Ambassadors may choose to have a Shaklee Training Centre under the following rules:

- A Shaklee Training Centre must look like an office, not a store, and it must be used exclusively for Shaklee business (no other products may be displayed). You may display Shaklee products, but product displays must be screened from outside view.

- In your training centre you may sell Shaklee products to Shaklee Family Members in your Personal Group, to prospects attending Shaklee sales meetings, and to people enrolled in training classes conducted there. You may not sell Shaklee products to Shaklee Family Members in the Personal Group of another Business Leader.
- You may place an authorized Shaklee sign, purchased at your own expense, which bears your Shaklee trade name and the Ambassador logo, on the exterior of your training centre (a reproducible copy of the logo can be obtained from Shaklee). No other sign may be displayed. No deviation from these guidelines or specifications is acceptable without written authorization from Shaklee:
- The sign must not exceed 24 inches by 48 inches (61 cm by 122 cm) in dimension
- The sign must contain the Shaklee Ambassador logo with the registered trademark symbol (®) included to the right of the logo (note: the Shaklee corporate logo may NOT be displayed on any sign)
- The sign may include only the name, DBA name, address, e-mail address, and/or telephone number of the Shaklee Ambassador
- The authorized sign may be placed in a window or on a door of your training centre; it may not be part of a freestanding display
- Neon lights or other types of lighting may not be used on the sign

### **Non-exclusive Commercial Locations**

A commercial facility that is not used exclusively for Shaklee business may serve as a training centre. To avoid being classified as a prohibited retail store your commercial business location must comply with the following:

- No Shaklee products (other than products in use) may be displayed in areas accessible to walk-in traffic, and no signs containing the Shaklee tradenames, trademarks, or logos may be displayed in or outside the facility.
- You may sell Shaklee products in the commercial facility only to members of your own Personal Group and only in an area that is totally separate from other commercial activities.
- Service establishments: you may sell Shaklee products and sales aids through service establishments that require membership or an appointment, such as health and exercise clubs, spas, and health care professional offices. The services performed in the establishment must relate to health and wellness. Advertising in a service establishment is limited to official Shaklee Canada Inc. materials. Products and/or sales aids may not be visible from the outside of the establishment.
- Restaurants and health food bars: you may sell Shaklee products through restaurants and health food bars so long as the products are sold in individual servings and not in full bottles or containers for carry- out. Advertising in a restaurant or health food bar is limited to official Shaklee Canada Inc. materials on the exterior or interior of the public area. Menus must list the product name only with only those claims that are set forth on the product label with no changes whatsoever.
- Trade shows, expositions, and other sales forums: you may display and/or sell ONLY Shaklee products at trade shows, professional expositions, fairs, exhibitions, business and job opportunity fairs, and the like so long as the appearance of the display upholds Shaklee's high-quality image. Shaklee products may not be sold at swap meets, garage sales, or flea markets, as these events are not consistent with Shaklee's professional image.

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## **Ethical Business Practices**

Shaklee Ambassadors have the responsibility to uphold the reputation of Shaklee products and the Shaklee opportunity by conducting their businesses in a lawful and ethical manner. This policy is stated in the following cardinal rule, which all Shaklee Family Members must observe:

No product claims or compensation plan claims may be made other than those authorized in the P&R, the Incentives Booklet, Shaklee publications, product literature, labels, and/or the Shaklee Compensation Plan and related materials.

Shaklee Ambassadors have a responsibility to be familiar and comply with the currently effective provisions of the Compensation Plan, as outlined in the P&R, and other current policies announced in Shaklee publications.

### **Unauthorized Claims and Practices**

#### **Deceptive or Unlawful Consumer or Recruiting Practices**

Unauthorized claims include any verbal statements, printed or electronic material, or audio or video recordings used to promote the sale of Shaklee products or the Shaklee opportunity that are unsubstantiated by, or inconsistent with, the product claims, usage directions, and compensation plan provisions published by Shaklee.

Shaklee Ambassadors shall not engage in any deceptive, false, unethical, or unlawful consumer or recruiting practice.

Because Shaklee nutritional products are non-prescription drugs, no Shaklee Family Member may make any unauthorized claim that Shaklee nutritional products are useful in the treatment or cure of any disease or health-related condition.

Shaklee Ambassadors are responsible for unauthorized claims made at their meetings by guest speakers, including physicians or other health care professionals.

Shaklee Ambassadors may not sell products that are damaged, reworked, or past their expiration date.

No Shaklee Family Member may make any statement that disparages or in any way damages the reputation of Shaklee or Shaklee products.

Unauthorized compensation plan practices or misrepresentations of the compensation plan, such as exaggerated earnings claims and encouraging inventory loading, are strictly prohibited. Inventory loading is the practice of urging Shaklee Ambassadors to purchase more product inventory than they can reasonably be expected to sell within a reasonable period of time.

When you make earnings claims, you must disclose average annual earnings by rank for the most recent calendar year, or such other period of time as published by Shaklee. Earnings claims include any oral, written, or visual claim that conveys, expressly or by implication, a specific level or range of actual or potential sales; or gross or net income or profits, including but not limited to claims that either explicitly or implicitly suggest that lifestyle purchases such as homes, vehicles, and trips are related to income earned.

#### **No Investments on Behalf of Another Member**

No Shaklee Ambassador or Member may solicit or accept funds to invest from any other Shaklee Ambassador or Member except someone with whom he or she had a prior relationship, as evidenced by having personally sponsored the Ambassador or Member.

## **Payment of Fees**

Shaklee prohibits the practice of paying "headhunting" fees. This is a monetary reward or fee paid by a Shaklee Ambassador to a person or agency when a potential Shaklee Ambassador who the person or agency has introduced to the Shaklee Ambassador joins or attains a certain level in Shaklee. The Shaklee Compensation Plan stipulates that all rewards and bonuses are ultimately based on the sale of Shaklee products, and paying a fee for assistance in recruiting someone is contrary to this policy.

## **Business Tools/Training/Sales Aids Prepared, Distributed, and/or Sold by Shaklee Ambassadors**

Shaklee Ambassadors shall not require or ask Ambassadors in their organizations to pay training fees, fees for promotional materials, or other fees related solely to the right to participate in the Shaklee opportunity.

Shaklee Ambassadors may sell business tools (meaning sales aids and training material not prepared by the Company) to other Ambassadors in their organizations at a price no greater than the cost to produce the business tools being sold. Such business tools must be for the purpose of selling Shaklee products, building a Shaklee business, or training or motivating the purchasing Ambassador's downline. If such business tools are offered online or offered for sale online, the Shaklee Ambassador must be in compliance with Rule 9 of Doing Business on the Internet. Shaklee Ambassadors who sell business tools must offer a reasonable written return policy and must retain records of all sales and returns for a period of two years.

Shaklee Ambassadors may NOT sell business tools to any Ambassador in another Shaklee organization.

The sale of business opportunity leads or product leads is prohibited. The term "leads" includes prospects for Shaklee products or the Shaklee opportunity. Shaklee Ambassadors may generate leads for their own use or for free distribution to their downlines but may not sell leads to other Ambassadors.

Except as provided in the section "Doing Business on the Internet," Shaklee does not review or approve literature prepared by Shaklee Ambassadors. Therefore, materials and statements published by Shaklee Ambassadors that imply approval or endorsement by Shaklee are prohibited.

Shaklee Ambassadors may distribute literature (newspaper or magazine articles, health newsletters, reputable studies about nutrition, etc.) relating dietary supplements to disease or health-related conditions only if the literature is printed in its entirety and meets the following criteria (as always, copyright law applies):

- It is not false or misleading
- It does not specifically promote the Shaklee brand
- It presents a balanced view of the available scientific evidence
- It does not attach other information, such as your Shaklee business card or name

## **Privacy**

Shaklee Ambassadors shall take appropriate steps to safeguard all private information provided by Ambassadors and Members in their organizations, as well as the private information of retail customers.

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## **Product Liability Insurance**

Shaklee Canada Inc. provides indemnification and defence coverage for Shaklee Ambassadors against claims for accidental injury or property damage arising from defects in Shaklee products after sale. However, you may not, and Shaklee product liability insurance will not protect you if you:

- Make any product representation or warranty not authorized by Shaklee in current Company publications, Company literature, or product labels
- Distribute product sales literature or sales aids that are not published by Shaklee Canada Inc., are not current, or advocate unauthorized claims or uses regarding the products (note: Shaklee Canada Inc. does not approve literature or sales aids written or produced by Shaklee Ambassadors)
- Sell products or distribute samples of products that have been repackaged or removed from their original containers
- Make any physical or chemical change to the product or change its label

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## **Unfair Business Activity**

Shaklee Ambassadors acknowledge that, as Shaklee Ambassadors, they will obtain valuable information about Shaklee and other Ambassadors and Members that would not otherwise be available to them. Shaklee Ambassadors further acknowledge that such information is owned by Shaklee, and that any misuse or appropriation of such information would cause harm to Shaklee. In order to protect Shaklee's valuable information, business reputation, and the hard work and dedication of Shaklee Ambassadors, Shaklee adopts the following rules:

### **Direct Selling Companies**

No Shaklee Ambassador may commingle their Shaklee business, in any way, with that of another direct selling company. This includes:

- Promoting the products of another direct selling company to Shaklee Family Members
- Soliciting Shaklee Family Members to join another direct selling company
- Selling Shaklee and non-Shaklee products together
- Using the Shaklee name or meetings in any manner to promote the opportunity or products of another direct selling company

A Shaklee Ambassador who holds the Paid-As Rank of Coordinator or above may not have any involvement with another direct selling company so long as his or her contract with Shaklee is in effect. This means that such Shaklee Ambassador may not join or act as a consultant to another direct selling company; sponsor anyone directly or indirectly, including but not limited to any Shaklee Family Member, into another direct selling company; or promote the products, services, or opportunity of another direct selling company to anyone, including but not limited to any Shaklee Family Member.

## **Non-Direct Selling Companies**

Shaklee Ambassadors may sell the products or services of non-direct selling companies so long as they adhere to the following requirements:

- Shaklee products and literature must be kept separate from non-Shaklee items to avoid confusion between different companies' product lines and sales literature
- Shaklee Ambassadors must not use Shaklee trade names, trademarks, service marks, Shaklee goodwill, a Shaklee Ambassadorship, a Shaklee meeting, a Shaklee conference, or anything relating to Shaklee to promote the products or services of another company
  - Shaklee Ambassadors who own or operate a separate health and wellness business, such as a medical or chiropractic office or fitness studio, may operate their Shaklee business under the name of their health and wellness business provided:
  - They do not sell in their health and wellness business products that compete with the products sold by Shaklee;
  - Shaklee determines in its sole discretion that the name of the health and wellness business is not detrimental to the Shaklee brand; and
  - They indemnify, defend, and hold harmless Shaklee from any suit, action, demand, prosecution, or claim of any kind, and any related cost or liability, relating to or arising out of the conduct of their health and wellness business. Shaklee may offset reasonable amounts against amounts which otherwise would be due to the Shaklee Ambassador to cover such indemnity.

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## **Doing Business on the Internet**

The Internet provides all Shaklee Ambassadors exciting new opportunities to connect, communicate, recruit, and sponsor. And with these opportunities comes the responsibility to conduct oneself online in a manner that is in keeping with the good name of Shaklee and the guiding principles of the Shaklee philosophy of doing business by the Golden Rule.

The purpose of this Internet policy is to encourage ethical, responsible, and professional use of electronic communication; to maintain a level playing field for all Shaklee Ambassadors; to protect the integrity of the Shaklee name and trademarks; and to ensure compliance with regulatory requirements.

Although there are additional provisions elsewhere in this *P&R* that apply to conducting business on the Internet, such as the prohibition against making unauthorized claims for Shaklee products, the following provisions apply specifically to the Internet. These rules apply to all Canadian Ambassadors wherever they are doing business.

### **Permitted Online Business Practices**

Shaklee Ambassadors may advertise online so long as they comply with the advertising policy in this *P&R* and do NOT represent any ad as being placed by Shaklee Canada Inc. or Shaklee Corporation or any of its subsidiaries or divisions.

Shaklee Ambassadors may submit ads they would like to use online to Shaklee for review by forwarding them to Shaklee Field Support at [Canada@shaklee.com](mailto:Canada@shaklee.com).

## **1. Pay-Per-Click Ads, Classified Ads, or Text Ads**

Shaklee Ambassadors may use "Shaklee" and/or Shaklee product names, images, and trademarks in advertisements on pay-per-click search engines, online classified ads, blog exchange links, and text ads on other Websites so long as the words "Shaklee Ambassador" or "Shaklee Ind. Dist." or "Shaklee Ambassador" or "Shaklee Dist." are prominently used in the initial view of the ad; the other rules set forth below are followed; and only claims that are listed in Shaklee Canada Inc. communications and literature are used verbatim (i.e., with no changes).

## **2. Graphical Ads for Online Use**

Only banner ads or other graphical marketing materials prepared and approved by Shaklee Canada Inc. may use "Shaklee" or any Shaklee product name, image, trademark, or copyrighted material.

Shaklee Ambassadors may create or purchase generic banner ads, Websites, or audio or video content for online use that may link to their Shaklee Personal Websites (PWS) so long as the material does not use the name "Shaklee" or any Shaklee product name, trademark, or copyrighted material; does not make any unauthorized product or earnings claims; and does not create false or misleading statements in their online prospecting or recruiting practices. Banner ads may not link to any other multilevel marketing (MLM) or opportunity sites, including any training or tools sites, or sites offering competing products. However, Shaklee Ambassadors may link to Shaklee-specific opportunity sites used solely for the sale of Shaklee products and not for the sale of any other training or tools.

## **3. Personal Blogs and Social Networking Sites**

Shaklee Ambassadors may use the name "Shaklee", product names, and images created by Shaklee Canada Inc. images on their blogs or social networking sites so long as they identify themselves as Shaklee Ambassadors in the initial view of the site and do not make any unauthorized product or earnings claims or create false or misleading statements. Site content may not be substantially about Shaklee, the Shaklee opportunity, or Shaklee products, as it will then be subject to Shaklee Canada Inc.'s review and approval as provided in Rule 3 of *Prohibited Online Business Practices*, below.

## **4. Postings on Blogs, Message Boards, Forums, Social Networking Sites, Social Search Sites, and Chat Rooms**

Shaklee Ambassadors may advertise their Shaklee businesses and link to their Shaklee PWS or other Website used to introduce people to Shaklee using postings or comments on message boards, blogs, forums, social networking Websites, social search sites, or other online community areas. Ambassadors must comply with the rules of the online community in which they participate, must not make any unauthorized product or earnings claims, must not create false or misleading statements, and must clearly identify themselves as Shaklee Ambassadors in their posting, comment, or online chat if they choose to advertise or display a link to their Websites. Shaklee Ambassadors who wish to market their Shaklee PWS link must purchase a domain name for such purpose, which may be redirected to their Shaklee PWS.

## **5. Links and Hyperlinks**

Shaklee Ambassadors may link or hyperlink from their independent blogs or Websites to their Shaklee PWS using a Shaklee trademark so long as it is clear the link or hyperlink is by a Shaklee Ambassador and not Shaklee Canada Inc. or Shaklee Corporation. Shaklee Ambassadors may not link to any other MLM or opportunity sites, including any training or tools sites, or sites offering competing products. However, Shaklee Ambassadors may link to Shaklee- specific opportunity sites used solely for the sale of Shaklee products and not for the sale of any other training or tools.

Shaklee Ambassadors may link from their Shaklee PWS to their independent sites provided their independent sites are Shaklee-specific and used solely to sell Shaklee products and not any training, tools or non-Shaklee products, and further provided they comply with these Rules and Guidelines and the terms of their Shaklee.net agreements.

## **6. Video and Audio for Online Use**

Shaklee Ambassadors may create video and audio content for use on the Web so long as the content does not make any unauthorized product or earnings claims, promote unauthorized product use, create false or misleading

statements, or use "Shaklee" or any Shaklee product names, trademarks, or images unless the content was created and approved by Shaklee Canada Inc. and is used verbatim (i.e., with no changes).

## **Prohibited Online Business Practices**

The following online activities are not permitted. Breach of any of these rules may lead to temporary or permanent suspension of your Shaklee PWS, withholding of bonuses, and any other appropriate remedies for breach, up to and including termination of your Shaklee ambassadorship.

If you become aware of any breach of these rules, please send an e-mail message to [Canada@shaklee.com](mailto:Canada@shaklee.com).

1. Shaklee Ambassadors may not purchase or use a domain name or Website URL that contains "Shaklee," a near spelling of the name "Shaklee," or any Shaklee product name, slogan, or trademark. Examples include:
  - a. [www.shakleeliving.com](http://www.shakleeliving.com) – NOT PERMITTED (Shaklee name)
  - b. [www.getcleantoday.com](http://www.getcleantoday.com) – NOT PERMITTED (trademark)
  - c. [www.creatinghealthierlives.com](http://www.creatinghealthierlives.com) – NOT PERMITTED (trademarked slogan)
  - d. [www.homecleanhome.com](http://www.homecleanhome.com) – PERMITTED
  - e. [www.greatinchloss.com](http://www.greatinchloss.com) – PERMITTED
2. Shaklee Ambassadors may not name their PWS or create an e-mail address using "Shaklee" or any Shaklee product name or trademark. Shaklee Ambassadors may NOT use any term or near spelling of the Shaklee name that implies or suggests that they are Shaklee Canada Inc. or Shaklee Corporation rather than Shaklee Ambassadors. Examples include:
  - a. [www.shaklee.net/shakleeorders](http://www.shaklee.net/shakleeorders) – NOT PERMITTED
  - b. [www.shaklee.net/homeoffice](http://www.shaklee.net/homeoffice) – NOT PERMITTED
  - c. [shaklee@yahoo.ca](mailto:shaklee@yahoo.ca) – NOT PERMITTED
  - d. [shakleeproducts@aol.com](mailto:shakleeproducts@aol.com) – NOT PERMITTED
  - e. [www.homecleanhome.com](http://www.homecleanhome.com) – PERMITTED
  - f. [healthyliving@earthlink.net](mailto:healthyliving@earthlink.net) – PERMITTED
3. Shaklee Ambassadors offering Field support and/or training, or online resources to their Shaklee teams, or to the Shaklee Field in general, must gain approval for independent Website content in order to use any product name, trademark, or product picture on any Web page open to the public, other than their PWS. Any site content that has not been specifically approved must be a password-protected site using a password that cannot be determined by individuals seeking to enter the site who have not been personally invited:
  - a. Shaklee Ambassadors offering online Field training, resources, or Websites may not sell these tools or services to other Shaklee Ambassadors unless they:
    - i. Have been a Business Leader for at least 10 years
    - ii. Hold the rank of Executive Coordinator or higher, and

- iii. Adhere to an established limit on the allowable cost of such materials and tools of \$25 per item or monthly subscription fee
  - b. Shaklee Ambassadors may not offer for sale online to other Shaklee Ambassadors any Field tools, including but not limited to DVDs, lead-generation programs, books, or tapes, unless they:
    - i. Have been a Business Leader for at least 10 years
    - ii. Hold the rank of Executive Coordinator or higher, and
    - iii. Adhere to an established limit on the allowable cost of such materials and tools of \$25 per item or monthly subscription fee
  - c. Proposed Web pages and text must be submitted to Shaklee Field Support at Canada@shaklee.com for approval. Upon approval, the sites or page can be created. However, no alterations whatsoever may be made from the approved version.
- 4. Shaklee Ambassadors may not use "Shaklee" or Shaklee product names or trademarks in a meta tag or title tag; nor may they imply or suggest that they are Shaklee Canada Inc. or Shaklee Corporation rather than Shaklee Ambassadors.
- 5. Shaklee Ambassadors may not use any title or description on any Website or blog that implies or suggests that they are Shaklee Canada Inc. or Shaklee Corporation rather than Shaklee Ambassadors. Shaklee Ambassadors may not use "Shaklee" or any Shaklee product name or trademark on back-door pages, or any other means to gain position in any search engine or online directory.
- 6. Shaklee products may not be marketed or sold on Amazon, eBay, Taobao, Craigslist, Backpage, Kijiji, other online auction Websites, or any e-commerce sites or price-comparison Websites that list other products. Ambassadors may not market directly on these sites or through the use of any other individuals or agents. Ambassadors may advertise the Shaklee opportunity on these sites so long as they do so in compliance with Rules 1–6, above.
- 7. Shaklee Ambassadors may not advertise any product price, discounts, giveaways, or incentives on any Website or blog other than those currently offered by Shaklee Canada Inc. However, Shaklee Ambassadors may advertise promotional product samples having a retail value of no more than \$2.00. Shaklee memberships and ambassadorships may only be offered at cost.
- 8. Shaklee Ambassadors may not commingle the purchase of Shaklee products with the purchase of other products or services in a shopping cart online. To ensure the integrity and presentation of Shaklee products online, Shaklee Ambassadors must use the Shaklee PWS shopping cart only for any online sale of Shaklee products.
- 9. Shaklee Ambassadors may not make false or exaggerated claims of financial earnings on any Website, blog, e-mail, or online advertisement. Any claims of financial earnings must also prominently display or link to the average earnings by rank as published by Shaklee Canada Inc.
- 10. Shaklee Ambassadors may not make any claim that a Shaklee product is useful in the treatment, prevention, or cure of any disease on any Website unless such claim is found on labels or in product literature published by Shaklee Canada Inc.
- 11. Shaklee Ambassadors may not create any other false or misleading statements about themselves, the Shaklee opportunity, or Shaklee products in their online prospecting or recruiting practices.
- 12. Shaklee Ambassadors may not send unsolicited e-mails. All email communication to any list of people, such as the use of an online newsletter, an autoresponder campaign, or other group online communications, must fully comply with Canada's Anti-Spam Legislation (CASL).

13. Shaklee Ambassadors may not sell or facilitate the sale of any Websites or pages to any Shaklee Family Member.

### **Transferring Sponsorships Online**

Shaklee Canada Inc. recognizes that from time to time new prospects may accidentally sign up on the wrong PWS, or under the wrong sponsor, through no fault of the Website owner. In those occurrences, the new Member/Ambassador and/or his or her current upline Business Leader may contact Shaklee by fax or scan and e-mail the simplified *Reorganization* form within 30 days of signing up online to get transferred to the correct sponsor. After 30 days, transfers from one sponsor to another Shaklee group can take place only using the current *Reorganization Application* form with all required signatures as described in Chapter 6 of this *P&R*. Both forms can be found at <https://ca.shaklee.com/popular-business-forms>.

### **Enforcement of Online Rules and Guidelines**

The establishment of these Rules and Guidelines for doing business on the Internet brings broader opportunities for doing business online. They also provide clarity on appropriate and inappropriate online conduct. With the greater clarity and broader opportunities provided come an enforcement and compliance policy of these Rules and Guidelines to which the Company will strictly adhere.

Any breach of these Rules and Guidelines may result in the temporary and/or permanent suspension of your Personal Website (PWS) and/or any of the remedies for breach set forth in Chapter 4 of the *P&R*, in the section titled *Compliance With Shaklee Policies*.

For more than 60 years, the Shaklee name and way of doing business have been synonymous with excellence and integrity and the Shaklee philosophy of doing business by the Golden Rule.

### **Definitions**

**Banner ad:** Website advertisement that uses animation to attract interest. Ads will contain a link to either a different section of the Website or a different Website altogether.

**Back door page:** Pages not viewable to the public that are used to optimize a site's hierarchy on a search engine.

**Blog:** Short for "Web log," a specialized site that allows an individual or group of individuals to share a running log of events and personal insights with online audiences (e.g., Blogspot.com).

**Chat room:** An area online where people can chat with others in real time made available through an online service provider (e.g., Yahoo chat).

**Hyperlink:** A clickable link using text or graphics on a Web page that takes you to another place, be it on the same page, same site, or another site.

**Link:** A navigation element in a Website that takes you to another place in the site or to another site altogether.

**Message boards or forums:** A Web-based message centre where users may post text communication for one another.

**Meta-tag (aka "tag"):** A specific kind of hypertext markup language (HTML) tag that contains information not normally displayed to the user. Meta-tags contain information about the page itself, hence the name ("meta" means "about this subject"). Typical uses of meta-tags are to include information for search engines to help them better categorize a page. Meta-tags can be seen in a page by viewing the page's source code.

Social networking sites: The online profile page offered with membership on a social networking site. Used to allow others to see your interests and connect with others of like interests (e.g., Facebook.com, myspace.com, ryze.com).

Social search site: A type of search engine that determines the relevance of search results by considering the interactions or contributions of users. Example forms of user input include social bookmarking or direct interaction with the search results, such as promoting or demoting results that users feel are more or less relevant to their queries. Social search takes many forms, ranging from simple shared bookmarks or tagging of content with descriptive labels to more sophisticated approaches that combine human intelligence with computer algorithms.

Website: The pages of HTML, graphics, images, video and audio, databases, or other media assets accessible via the World Wide Web at any given uniform resource locator (URL). For the purposes of this document, this definition specifically excludes blogs, social networking sites, chat rooms, bulletin boards, forums, Twitter, and other subscription-based sites.

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## **Advertising Policy**

### **Recruitment Advertising**

Ads may not imply that the Shaklee opportunity involves a salaried position, offers employment with Shaklee Canada Inc. and/or Shaklee Corporation, or guarantees a stated income, profit, or benefit. The Shaklee name may be used in the body of the ad but the words "Shaklee Ambassador" must be used in conjunction with your name.

Ads may not misrepresent the Shaklee Compensation Plan.

If you choose to identify yourself in the ad you must state that you are a Shaklee Ambassador and provide your phone number, town, city, or area and/or e-mail address. No commercial address may be listed unless it is that of an authorized Shaklee Training Centre.

### **Product Advertising**

Shaklee Ambassadors may advertise in magazines and newspapers.

Only ads prepared or approved by Shaklee may carry Shaklee trade names, trademarks, service marks, or copyrighted material. However, you may use "Shaklee Ambassador" or the Shaklee Ambassador logo in ads you prepare.

If you use an authorized product ad provided by Shaklee, you must run it without alterations. Your name (or DBA), phone number, town, city, or area and/or e-mail address may be added if desired. No commercial address may be used unless it is that of an authorized Shaklee Training Centre.

Shaklee does not restrict blind ads so long as the ad does not use Shaklee trade names, trademarks, service marks, product names, or copyrighted materials.

You must not represent any ads you place (including Shaklee authorized ads) as being placed by Shaklee Canada Inc. and/or Shaklee Corporation or any of its subsidiaries or divisions.

If you create your own ads you are responsible for ensuring that the resulting ad is not unlawful or misleading.

### **Catalogue Advertising**

Shaklee Ambassadors may not advertise in a catalogue that also advertises the products of other direct selling companies, or if the catalogue is produced by a single retail outlet. They may advertise in a catalogue that features advertisements for other non-direct selling company products if the Shaklee Ambassador determines that any customer responding to the ad is not a Shaklee Family Member in another group.

### **Radio and Television Advertising**

Advertising on radio or television, including infomercials, is prohibited.

### **Telephone Directory Advertising**

Shaklee Ambassadors may use the following guidelines to list themselves in telephone or similar directories:

- **White Pages:** you may list yourself alphabetically according to your surname or DBA. If your directory permits, you may precede or follow your name listing with one of these phrases: "Shaklee Ambassador" or "Shaklee Authorized Ambassador" or "Shaklee Products Ambassador." You may not use the phrase "Shaklee Dealer" or "Shaklee Independent Dealer."
- **Yellow Pages:** if you have a business phone as part of your Shaklee business you get a free alphabetical in- column listing in the Yellow Pages (in addition to your White Pages listing) under the heading you select.

You may precede or follow your name listing with one of these phrases: "Shaklee Ambassador" or "Shaklee Authorized Ambassador" or "Shaklee Products Ambassador."

### **Design Guidelines**

Two closely related symbols, or logos, are used to identify Shaklee:

- The Shaklee Corporate logo, for use by Shaklee Canada Inc. or Shaklee Corporation only, and
- The Shaklee Ambassador logo, authorized for use by Shaklee Ambassadors

Both these logos are registered trademarks of Shaklee Corporation. Misusing these or any other Shaklee trademark breaches this P&R.

### **Using Shaklee Copyrighted Material**

You may reproduce Shaklee copyrighted material only when permission is specifically granted on the material, or if the material is accompanied by a written notice from Shaklee specifically granting you permission to reproduce it. Copyrighted material must be reproduced in full and without alterations of any kind.

All copies of any copyrighted material you reproduce with permission must also include the copyright notice that appears on the original (e.g., © 2020 Shaklee Canada Inc.).

## **Trademark Guidelines**

The trade name "Shaklee", the Shaklee Ambassador logo, and most other Shaklee trademarks and service marks are federally registered. Shaklee Ambassadors are authorized to use them, as long as they comply with the rules and guidelines in this section and chapter:

- Shaklee trademarks are proper adjectives and should be followed by generic terms. The trademarks should be capitalized completely, used with initial caps and quotes, or with initial caps. For example, it would be appropriate to state the trademark in any of the following three ways, along with the generic term: VITA-LEA® or Vita-Lea®.
- Shaklee trademarks should be marked with the appropriate symbol to indicate trademark status (i.e., the trademark should be followed by ™ or ®, as shown in the *Shaklee Product Catalogue*).
- Shaklee trademarks should not be pluralized. For example, it would be incorrect to say, "Take two Vita-Leas." Rather, you should say, "Take two Vita-Lea® tablets." Shaklee trademarks should not be used in possessive form (e.g., "Vivix's good taste" should be "the good taste of Vivix® Antioxidant Solution").
- To avoid confusion with the Shaklee Internet address, the trade name "Shaklee" or any variation of "Shaklee" – such as "Shak," "Shakl," "Shakle," or "Shaq" – may not be included in your e-mail address.
- Shaklee reserves the right at all times to withdraw permission to use or display the Shaklee trade name, trademarks, service marks, and Shaklee Ambassador logo:
  - If Shaklee guidelines governing their style and appearance are not met; or
  - If Shaklee determines that a usage adversely affects the reputation or interests of Shaklee Ambassadors or Shaklee Canada Inc. and/or Shaklee Corporation or any of its divisions or subsidiaries; or
  - If the user ceases to be a Shaklee Ambassador.

## **Logo Usage Guidelines**

The Shaklee Ambassador logo is a trademarked representation of the Company, our products, and our philosophy. When using this logo in printed materials you must follow the explicit Logo Usage Guidelines designed to preserve the distinctiveness of the logo and ensure its proper usage. For Logo Usage Guidelines, please send an e-mail to [Canada@shaklee.com](mailto:Canada@shaklee.com).

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## **Ambassador Lists**

Shaklee desires to protect Shaklee Ambassadors and the Company from inappropriate and unfair competition. Lists of Shaklee Ambassadors, activity reports, genealogies, and other information about Shaklee Ambassadors (hereinafter referred to as Lists), whether partial or complete, provided by or originating from the Company or any Shaklee Ambassador, are the confidential and proprietary property of Shaklee Canada Inc. The Company has derived, compiled, and configured and currently maintains Lists through the expenditure of considerable time, effort, and monetary resources. Lists, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of Shaklee Canada Inc., which Shaklee Ambassadors shall hold confidential. Such Lists shall not be disclosed to any third party or used for any purpose other than in the performance of their obligations under the P&R and for the benefit of Shaklee Canada Inc. without the prior written consent of Shaklee Canada Inc.:

- The Company may provide uniquely tailored portions of Lists to Shaklee Ambassadors. Each portion of the provided Lists contains information specific to the Shaklee Ambassador who requests the List and to that Ambassador's downline organization. Lists may be provided by various media including but not limited to mail, fax, and the Internet. A genealogy is a component of Shaklee Canada Inc. Ambassador Lists and is the confidential information and trade secret of Shaklee Canada Inc. Shaklee Canada Inc. may in its sole discretion refuse to provide a genealogy to any Shaklee Ambassador.
- Lists are provided for the exclusive and limited use of the Shaklee Ambassador to facilitate the training, support, service, motivation, and recognition of the Shaklee Ambassador's sponsorship group and to further the Ambassador's Shaklee business only. Each Shaklee Ambassador agrees that the use of Shaklee Canada Inc. Lists within the intended scope constitutes a separate, exclusive licence agreement between the Shaklee Ambassador and Shaklee Canada Inc.
- Lists remain at all times the exclusive property of Shaklee Canada Inc. and must be returned to Shaklee Canada Inc. upon request. A Shaklee Ambassador requesting a List agrees:
- To limit the use of a List to the intended scope of the List and to exclusively advance the Ambassador's Shaklee business.
- To hold confidential and not disclose any List or portion thereof to any third party, including but not limited to competitors and the general public. Any use or disclosure of Lists outside of those authorized constitutes misuse, misappropriation, and a violation of this P&R and may cause irreparable harm to Shaklee Canada Inc.
- That, upon any violation under this section, the Shaklee Ambassador will stipulate to injunctive relief, enjoining such use under applicable law, and retrieve and return to the Company all existing Lists previously provided to the Shaklee Ambassador.
- That intended or unintended misuse of a List may be cause for termination of the Shaklee Ambassadorship, whether or not such misuse causes irreparable harm to Shaklee Canada Inc. or any of its Ambassadors; and
- That the obligations under this section will survive the termination of the Shaklee Ambassadorship.
- Shaklee Canada Inc. reserves the right to pursue all appropriate remedies under applicable laws to protect its rights to the Lists as proprietary and trade secrets of Shaklee Canada Inc.; any failure to pursue such remedies will not constitute a waiver of those rights

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## Chapter 4

### Shaklee Membership Policies

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#### Membership Eligibility

To be eligible to become Shaklee Family Members in Canada, individuals must meet all the following requirements:

- Be at least 18 years of age,
- Reside in Canada, and
- Complete a *Shaklee Application*; Shaklee accepts applications online, as well as by phone, fax, mail, or scan and e-mail to [Canada@shaklee.com](mailto:Canada@shaklee.com). Applications submitted by phone are temporary only and must be followed with a signed application by mail, fax, or scan and e-mail within 30 days, or the membership will be subject to cancellation.

The purchase of any applicable ambassadorship fee is not required to become a Shaklee Family Member. The only requirement is the purchase of a New Member Pack.

Shaklee reserves the right to reject any application when Shaklee determines that acceptance of the application is not in the best interests of Shaklee and/or Shaklee Family Members.

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#### Ambassadorship Eligibility

- To be eligible to become a Shaklee Ambassador in Canada, an individual must meet all the following requirements:
  - Be at least 18 years of age,
  - Reside in Canada,
  - Purchase a Business Starter Kit, and Complete a *Shaklee Application*; Shaklee accepts applications online as well as by phone, fax, mail, or scan and e-mail to [Canada@shaklee.com](mailto:Canada@shaklee.com). Applications submitted by phone are temporary only and must be followed by a signed application by mail, fax, or scan and e-mail within 30 days or the ambassadorship will be subject to cancellation.
- A Member who subsequently decides to become an Ambassador may do so by purchasing a Business Starter Kit .

Shaklee also will accept applications from business entities when they file a *Sole Proprietorship (DBA)* or *General Partnership Application* or a *Corporate Ambassador Application* by mail, fax, or scan and e-mail (neither online nor phone applications can be accepted):

- Business entities must provide the names, addresses, and signatures of all the partners, guarantors, or officers of the entity
- In addition, the business agrees to indemnify and hold Shaklee harmless from any claims brought against Shaklee for products or services of any company other than those of Shaklee Canada Inc.

Once the applicant(s) signs a *Shaklee Application* or *Sole Proprietorship (DBA)* or *General Partnership Application* or *Corporate Distribution Application*, the sponsor must complete and forward it to Shaklee within 30 days.

Shaklee reserves the right to reject any application when Shaklee determines that acceptance of the application is not in the best interests of Shaklee and/or Shaklee Family Members.

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### **Status of Shaklee Ambassadorships**

Every Shaklee Ambassador conducts his or her business as a self-employed independent contractor. As an independent businessperson, an Ambassador is free to conduct business in the ethically principled manner he or she deems best, subject to the conditions and responsibilities set forth in Shaklee publications (determining his or own schedule and objectives, responsible for his or her own expenses and any applicable taxes including self-employment taxes). Nothing in any Shaklee publication shall be construed as granting Shaklee any right to control or direct an Ambassador with respect to the Ambassador's conduct of such business. Shaklee has no right to exercise any control over any of the Ambassador's employees, all of whom are entirely under the control and direction of Ambassador, who shall be responsible for their actions and omissions.

Shaklee Ambassadors are not Shaklee employees, agents, franchisees, joint venturers, fiduciaries, or beneficiaries of Shaklee Canada Inc. or Shaklee Corporation or any of its divisions or subsidiaries, or that their place of business is owned by or operated by, or for, Shaklee Canada Inc. or Shaklee Corporation or any of its divisions or subsidiaries. Neither Shaklee Canada Inc. nor Shaklee Corporation nor any of its divisions or subsidiaries is the agent or employee of any Shaklee Ambassador for any purpose whatsoever.

Shaklee will not approve any proposed change in the status of an ambassadorship if it is or becomes part of any attempt to circumvent any provision of the *P&R*.

#### **Taxes**

As independent contractors, Shaklee Ambassadors are responsible for the proper reporting of their Shaklee income and payment of federal and provincial income taxes that may be due.

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### **One Sponsorship Position**

No Shaklee Family Member (including a business entity) may be sponsored in more than one sponsorship position at a given time. Spouses are considered to be one Shaklee Family Member, regardless of whether one or both signed the *Shaklee Application*, and may not hold separate sponsorship positions. Trustees, directors, officers, partners, and shareholders of a business entity may not have separate Shaklee businesses. All Shaklee Family Members must comply with the *P&R* rules governing reorganizations, resignation waiting periods, and survivorship in order to change their sponsorship.

If a Shaklee Family Member has duplicate sponsorship records on file with Shaklee, the later records normally will be cancelled, and the Shaklee Family Member will be assigned the sponsorship position of the earliest valid record, regardless of any difference in ranks.

Those sponsored under a Shaklee Family Member with an invalid duplicate record may individually choose one of two options:

- 1) Move to the sponsorship line under the earliest valid record, or
- 2) Remain in his or her current sponsorship line

Shaklee Family Members are not permitted under any circumstances to simultaneously operate, directly or indirectly, through any arrangement or device, two different Shaklee ambassadorships/memberships in different sponsorship positions whether in the same country or different countries.

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### **Integrity of Sponsorship Lines**

Shaklee Ambassadors may not interfere in the business of another Shaklee Ambassador not in their sponsorship line in such a way as to negatively impact the other Ambassador's business.

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### **Change in Ambassador Status**

**Marriage:** In keeping with the Shaklee rule that a husband and wife cannot hold separate sponsorship positions, they must choose which one of them will transfer to the ambassadorship of the other while leaving the transferring spouse's sponsorship group behind. If for some reason a dispute should arise over the choice of sponsorship lines, Shaklee reserves the right to decide each case independently.

**Divorce:** When any Shaklee Ambassador with a Business Leader title or sponsorship group divorces, it is necessary to submit to Shaklee a copy of the first page of the divorce decree and a copy of any other page indicating a division of the business, along with the *Shaklee Dissolution of Marriage* form signed by both the former husband and wife, indicating which Shaklee Ambassador will keep the title. A decree of divorce, whether directly or by incorporating a property settlement agreement, may not reorganize a Shaklee ambassadorship vertically. A decree of divorce may either create parallel ambassadorships for the spouses or award the ambassadorship to one spouse.

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### **Ambassador Status**

To become an Ambassador, a Shaklee Family Member must purchase a Business Starter Kit.

One must be an Ambassador in order to be eligible to earn certain bonuses including but not limited to bonuses on downlines developed in foreign markets. See the Incentives Booklet, published annually.

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### **Compliance With Shaklee Policies**

Shaklee Family Members must be in compliance with the current provisions of the P&R and other current policies announced in Shaklee publications in order to retain their ambassadorships in good standing. Breach of the provisions of any of the publications listed above by any Shaklee Family Member will be deemed a breach of his or her contract with Shaklee and may result in the suspension or withdrawal of any one or more of the ranks, privileges, benefits, bonuses, conferences, incentive trips, and special incentives appropriate to remedy the breach. Failure to comply with these provisions and policies may also result in the immediate termination of the membership or ambassadorship for breach of contract.

Shaklee has formed a Shaklee Status Review Board (SRB) to assist in reviewing and resolving breach of contract issues. A Shaklee Family Member may elect to have the SRB determine a breach of contract issue, or may elect to proceed to arbitration, described more fully below. A Shaklee Family Member also may elect arbitration following consideration by the SRB. If a Shaklee Family Member elects to use the SRB and believes that an SRB decision is in error, that Member may request reconsideration by sending a letter to Field Services stating the reasons why he or she believes the decision is incorrect. A Shaklee Family Member also has the option of appealing any decision of the SRB by sending a letter to Shaklee Canada's Executive Director of Operations & Administration stating the reasons why he or she believes the decision was incorrect.

Shaklee may continue to use the history of the P&R and the interpretations provided in the past as guidance in enforcing the provisions of this P&R.

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## **Shaklee Policy Review**

Shaklee may modify the terms of the *P&R*, including but not limited to the compensation plan, from time to time upon 30 days' notice. Shaklee will provide notice of such modifications by electronic message or other appropriate methods and will post such modifications at <https://ca.shaklee.com/links-resources>. You should check this location on a regular basis to inform yourself about modifications to the *P&R*. Your continuation as a Shaklee Family Member, or your use of the [ca.shaklee.com](http://ca.shaklee.com) Website after Shaklee modifies the *P&R*, will indicate your agreement with, and acceptance of, such modifications. You may decline modifications by terminating your contract with Shaklee before the modifications go into effect. If for any reason your e-mail address changes or becomes disabled, please contact Shaklee Field Support immediately so that Shaklee can continue to provide you with notices and other important messages.

All provisions of the contract between Shaklee and each Shaklee Family Member, including this *P&R*, shall be governed by the laws of the Province of Ontario. If disputes involving Shaklee policies arise and Shaklee determines that a policy decision is required, any decision Shaklee makes will be final and binding upon all parties. In any legal action or other proceeding arising out of the contract between Shaklee and each Shaklee Family Member, including this *P&R*, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and all expenses incurred (including, without limitation, all such fees, costs, and expenses incident to appellate, bankruptcy, post judgment, and alternative dispute resolution proceedings).

To protect Field morale from the disruption of old controversies, Shaklee normally will decline to act on Field complaints concerning Ambassadors' alleged breaches of the *P&R* if more than two years have elapsed from the date of the breach to the date of the complaint. Any complaints must be submitted to Shaklee in writing by a person or persons who have first-hand knowledge of the facts.

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## **Mutual Agreement to Arbitrate Claims**

Disputes may arise between Shaklee Family Members and Shaklee during or following their association with Shaklee. This section sets forth the agreed-upon dispute resolution rules. The U.S. Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Agreement. To the extent that the Federal Arbitration Act is inapplicable, the arbitration law of the province or state in which the Shaklee Family Member last rendered services as a Shaklee Family Member shall apply.

### **Claims Covered by the Agreement**

Shaklee Family Members and Shaklee mutually consent to the resolution by arbitration of all claims or controversies ("claims"), past, present, or future, whether or not arising out of the association with Shaklee (or its termination), that Shaklee may have against a Shaklee Family Member, or that a Shaklee Family Member (and no other party) may have against any of the following: (1) Shaklee, (2) its officers, directors, employees, or agents in their capacity as such or otherwise, (3) Shaklee's parent, subsidiary, and affiliated entities, and (4) all successors and assigns of any of them.

The only claims that are arbitrable are those that are justiciable under applicable federal, provincial, or local law. Arbitrable claims include but are not limited to: claims for compensation due; claims for breach of any contract or covenant (express or implied); tort claims; and claims for violation of any federal, provincial, or other governmental law, statute, regulation, or ordinance (except as provided below), including discrimination or retaliation claims.

***Shaklee Family Members waive any right to bring on behalf of other persons, or to otherwise participate with other persons in, any class or collective action.***

### **Claims Not Covered by the Agreement**

Shaklee and Shaklee Family Members agree that neither shall initiate or prosecute any lawsuit or administrative action in any way related to any claim covered by this Agreement, except that this Agreement does not prohibit the filing of or pursuit of relief through the following: (1) a court action for temporary equitable relief in aid of arbitration, where such action is otherwise available by law, (2) an administrative charge to any federal, provincial, or local equal employment opportunity or fair employment practices agency, (3) an administrative communication to a federal, provincial, or local government office, official, or agency.

Claims that as a matter of law cannot be subject to arbitration are not covered by this Agreement. This Agreement also does not cover any dispute that currently is pending in litigation in any forum.

### **Time Limits for Commencing Arbitration and Required Notice of All Claims**

The aggrieved party must give written notice of any claim to the other party no later than the expiration of the statute of limitations (deadline for filing) that the law prescribes for the claim. Otherwise, the claim shall be deemed waived. The aggrieved party is encouraged to give written notice of any claim as soon as possible after the event or events in dispute so that arbitration of any differences may take place promptly.

Written notice to Shaklee, or its officers, directors, employees, or agents, shall be sent to the Office of the General Counsel at the Company's then-current headquarters address, which currently is 6920 Koll Center Parkway, Suite 211, Pleasanton, California 94566, USA. Shaklee Family Members will be given written notice at the last address recorded in Shaklee's records. The written notice shall identify and describe the nature of all claims asserted, the facts upon which such claims are based, and the relief or remedy sought. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

### **Discovery**

Each party shall have the right to take depositions of three fact witnesses and any expert witness designated by another party. Each party also shall have the right to make up to 10 requests for production of documents to any party and to subpoena documents from third parties, unless further limited by law. Requests for additional depositions or discovery may be made to the Arbitrator selected pursuant to this Agreement. The Arbitrator may grant such additional discovery if the Arbitrator finds that the party has demonstrated that it needs that discovery to adequately arbitrate the claim, taking into account the parties' mutual desire to have a speedy, less-formal, cost-effective dispute resolution mechanism.

### **Place of Arbitration**

The arbitration shall take place in the county (or comparable government unit) in which the Shaklee Family Member is rendering or last rendered services as a Shaklee Family Member, and no dispute affecting a Shaklee Family Member's rights or responsibilities shall be adjudicated in any other venue or forum.

## **Arbitration Procedures**

The arbitration will be held under the auspices of the American Arbitration Association in accordance with the AAA's Commercial Arbitration Rules (and no other rules), which are currently available at <http://www.adr.org>. Shaklee will supply a printed copy of those rules upon request. Notwithstanding any provision of the AAA rules, any dispute over the formation, enforceability, validity, or severability of any provision of this agreement shall be resolved by a court of competent jurisdiction. The Arbitrator shall be either a retired judge, or an attorney who is experienced in the law applicable to the claim(s) asserted and licensed to practise law in the province or state in which the arbitration is convened (the "Arbitrator"), selected pursuant to the AAA rules or by mutual agreement.

The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the province or state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure.

Either party, at its expense in the first instance, may arrange and pay for a court reporter to provide a stenographic record of proceedings.

Should any party refuse or neglect to appear for, or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is presented.

The Arbitrator shall render an award and written opinion describing the essential factual and legal bases for the Arbitrator's decision, normally no later than thirty (30) days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are received, whichever is later.

## **Arbitration Fees and Costs**

Each party shall pay 50% of the fees and administrative costs charged by the Arbitrator and the administrator. Each party shall pay in the first instance its own litigation costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees and litigation costs, the Arbitrator shall rule upon a motion for attorneys' fees and/or litigation costs under the same standards a court would apply under the law applicable to the claim(s) at issue.

## **Judicial Review**

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award.

## **Survival of Agreement**

This Agreement to arbitrate shall survive the termination of the Shaklee Family Member's association with Shaklee.

## **Sole and Entire Agreement**

This is the complete agreement between the parties on the subject of dispute resolution. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Agreement, except as specifically set forth in this Agreement.

## **Construction and Severability**

If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement. All other provisions shall remain in full force and effect based on the parties' mutual intent to create a binding agreement to arbitrate their disputes.

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## Chapter 5

### Shaklee Global Opportunity

Shaklee Ambassadors may sponsor Ambassadors in those foreign markets permitted by Shaklee Canada Inc. and are eligible to earn bonuses on downlines developed in a foreign market.

Note that China is excluded from the Shaklee Global Opportunity because non-Chinese nationals may not do business in China. Therefore, no Shaklee Family Member may ship (or arranging for shipment) or bring any Shaklee product into China.

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### Impact on Rank Qualifications

The Personal Volume and Personal Group Volume requirements for all rank qualifications must be met with home market volume only. (Canada and the United States are considered to be a single market for this purpose.)

Business Leaders may count First Generation Business Leaders in foreign markets, as well as Organizational Volume from foreign markets, to qualify for and maintain Business Leader ranks above the Director rank. Volume from foreign markets will be adjusted by a factor similar to an exchange rate so that it can be combined with volume from the Ambassador's home market. Factors will be reviewed periodically by Shaklee's Finance and International Departments.

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### Personal Group Bonuses on Foreign Downlines

An Ambassador, Associate, or Business Leader is eligible to receive Personal Group Bonuses on Personal Groups developed in foreign markets. (For purposes of this section, Canada and the United States are considered a single market, and neither is a foreign market to the other.)

- For Ambassadors and Associates, the bonus percentage paid will be the difference between the percentage that the Ambassador or Associate qualifies for as shown in the table in the Personal Group Bonuses section in Chapter 2 and the percentage qualified for by downline Ambassador(s) in their own market(s)
- For qualified Business Leaders, the percentage paid will be the difference between 20% and the percentage qualified for by downline Ambassador(s) in their own market(s)

**Example:** Ambassador Jack sponsors Shaklee Ambassadors in Canada, the United States, Taiwan, and Malaysia. Jack has 500 Personal Volume and his Ambassadors in Canada and the United States have Personal Volume of 250 each. His ambassadors in Taiwan and Malaysia have the equivalent of 500 Personal Volume each. Jack's Personal Group Volume is 1000 (his 500 plus 250 from his U.S. Ambassador and 250 from his Canadian Ambassador) and he qualifies at the 12% Personal Group Bonus level:

- Jack earns 12% on his Personal Volume.
- Jack earns 8% on the Personal Volume of his U.S. Ambassador and his Canadian Ambassador (the difference between the 12% he qualified for and the 4% that the U.S. and Canadian Ambassadors qualified for).

- Even though the volume from his Taiwanese and Malaysian Ambassadors does not count toward Jack's Personal Group Volume or his Personal Group Bonus percentage, he is eligible to earn bonuses on their volume. The Taiwanese Ambassador and the Malaysian Ambassador each had the equivalent of 500 PV in their respective markets and each earned an 8% bonus. Jack earns the difference between his percentage of 12% and their percentage of 8%, or 4%.

**Example:** Business Leader Barbara is the Business Leader of record of Ambassador Jack in the example above. Barbara has 500 Personal Volume and has two more U.S. Ambassadors in addition to Jack and his group, who have 1000 Personal Volume each. Barbara's Personal Group Volume is 3500: her 500 plus 1000 each from Jack and his group and her two additional U.S. Ambassadors. The 500 from the Taiwanese Ambassador and the 500 from the Malaysian Ambassador do not count toward her Personal Group Volume:

- Barbara earns 20% on her Personal Volume.
- Barbara earns 8% on the Personal Volume of Jack, Jack's U.S. Ambassador, Jack's Canadian Ambassador, and her two U.S. Ambassadors (the difference between 20% and the 12% that her two U.S. Ambassadors and Jack qualify for).
- Barbara earns 8% on the Personal Volume of Jack's Taiwanese Ambassador and Jack's Malaysian Ambassador. (The Bonus Percentage on Foreign Volume for qualified Business Leaders is 20%, and Barbara earns the difference between 20% and the 12% that Jack qualifies for.)

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### Leadership Bonuses on Foreign Downlines

A qualified Business Leader is eligible to earn Leadership Bonuses on Business Leaders developed in foreign markets. For purposes of this section, Canada and the United States are considered a single market, and neither is a foreign market to the other. Leadership Bonuses on Business Leaders developed in foreign markets will be paid according to the following schedule (the Business Leader must fully meet all requirements of rank to be paid at the title shown):

	SR DIR	CRD	SR CRD	EXEC	SR EX	KEY	SR KEY	MSTR	SM	PM
1 <sup>st</sup> Gen	7%	7%	7%	7%	7%	7%	7%	7%	7%	7%
2 <sup>nd</sup> Gen		5%	6%	6%	6%	6%	6%	6%	6%	6%
3 <sup>rd</sup> Gen				4%	4%	5%	5%	5%	5%	5%
4 <sup>th</sup> Gen						3%	3%	4%	4%	4%

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### Requirements for Participation

To be eligible to participate and earn bonuses in the Shaklee Global Opportunity, a Shaklee Family Member must:

- 1) Be an Ambassador or higher.
- 2) Be in good standing, be familiar, and comply with the requirements of this P&R, including but not limited to the provisions that no Shaklee Family Member may, directly or indirectly, export the products of Shaklee Canada Inc. for resale in another country, and no Shaklee Family Member may directly or indirectly import Shaklee products from another country for resale within Canada. (Shaklee Ambassadors may, however, sell and ship Shaklee products to purchasers in other countries where Shaklee does not do business for the purchaser's personal use only, and not for resale to others.)

- 3) Be familiar and comply with the applicable requirements of the P&R in any country in which he or she is developing a sponsorship group, including any subsequent changes to any of these publications.

Shaklee will deduct a 2% processing fee on all compensation earned on volume from foreign markets. This fee will not apply to compensation earned by U.S. Ambassadors on Canadian volume, nor will it apply to compensation earned by Canadian Ambassadors on U.S. volume.

Shaklee Ambassadors do not earn price differential from downlines in foreign markets, nor do they earn price differential from those in Canada or the United States if there is an Ambassador in a foreign market who intervenes in the line of sponsorship.

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## **Records in Multiple Markets and Transferring a Shaklee Ambassadorship to Another Country**

In order to promote a consistent policy for transferring Shaklee ambassadorships from one country to another, and to protect Shaklee Ambassador organizations on a worldwide basis, the following guidelines will apply:

- 1) Shaklee Ambassadors may hold one ambassadorship position in Shaklee worldwide, which must be the market in which the Ambassador resides. No Ambassador shall be enrolled in more than one Shaklee market or organization simultaneously.
- 2) A Shaklee Ambassador who wishes to transfer from one market to another shall apply for a transfer from the Home Office of the market he or she is seeking to leave and receive approval from that Home Office prior to enrolling in another market.
- 3) The Home Office in the country a Shaklee Ambassador wishes to leave will work with the Home Office in the country the Ambassador is seeking to enter to review the application and determine whether approval should be granted.
- 4) The Home Office of the market the Shaklee Ambassador is seeking to enter shall decide whether the Ambassador is qualified to be a Shaklee Ambassador in that market in accordance with its rules and local law. The Home Office of the country the Ambassador is seeking to enter shall make the final determination whether the application to transfer shall be approved.
- 5) If the transferring Shaklee Ambassador has sponsored Shaklee Ambassadors anywhere in the world prior to transferring, the Global Opportunity policy, as described in this Chapter, shall apply to such downline and to how the transferring upline shall be compensated.
- 6) In the event that one Shaklee Ambassador has enrolled simultaneously in different markets or in different organizations, the P&R of the country the Shaklee Ambassador is seeking to leave shall apply in determining how the conflict shall be resolved.
- 7) Regardless of whether a Shaklee Ambassador applies to transfer from one market to another, if one or more markets learn that a Shaklee Ambassador is enrolled in more than one market, the P&R of the country of residence of the Shaklee Ambassador shall control in resolving the conflict. If a Shaklee Ambassador is enrolled in more than one organization within one market, the P&R of that market shall have control in resolving the conflict.

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## Chapter 6

### Reorganizations

Shaklee does not recommend that Shaklee Family Members, regardless of their rank, move from one sponsorship line to another (except by means of respawning after resigning and fulfilling the waiting period).

If all other alternatives have been exhausted, and movement is necessary, the following rules must be observed. Shaklee will not under any circumstances approve a request for reorganization that does not have all the required signatures. All reorganization requests must be accompanied by the fee specified on the Reorganization Application to cover administrative costs. See the Shaklee Incentives Booklet for further policies respecting reorganizations and certain incentive programs.

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#### **Internal Reorganization (Movement Within a Business Leader's Personal Group)**

Single: this encompasses the movement of one Shaklee Ambassador or Member only.

The Shaklee Ambassador or Member must apply to Shaklee for reorganization by signing and submitting a Reorganization Application Single, which is also signed by the following:

- The Shaklee Family Member's current sponsor
- The Shaklee Family Member's Business Leader of record

Multiple: this encompasses the movement of more than one Shaklee Family Member or one Shaklee Family Member and Personal Group within the Personal Group of the Business Leader of record.

The Shaklee Family Member must apply to Shaklee for reorganization by signing and submitting a Reorganization Application for Groups, which is also signed by the following:

- The Shaklee Family Member's Business Leader of record
- Any intervening Shaklee Family Members between the Shaklee Family Member and the Business Leader of record

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#### **External Reorganization (Movement Outside a Business Leader's Personal Group)**

Single: this encompasses the movement of one Shaklee Ambassador or Member only from the Personal Group of one Business Leader to that of another.

The Shaklee Ambassador or Member must apply to Shaklee for reorganization by signing and submitting a Reorganization Application Single. The application must also be signed by the following:

- The Shaklee Family Member's current Business Leader of record,
- The Shaklee Family Member's current sponsor, and
- The new Business Leader of record

Multiple: this encompasses the movement of more than one Shaklee Family Member or one Shaklee Family Member and Personal Group from one Business Leader's Personal Group to that of another.

The Shaklee Family Member must apply to Shaklee for reorganization on behalf of himself and his Personal Group by signing and submitting a *Reorganization Application for Groups*. The application must also be signed by the following:

- The Shaklee Family Member's current Business Leader of record
- The Shaklee Family Member's current sponsor
- Any intervening Shaklee Family Members between the Shaklee Family Member and the current Business Leader of record
- The next five current upline Business Leaders
- The new Business Leader of record

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### **Business Leader–Requested Reorganization**

A Business Leader may move a Shaklee Family Member, who he or she has personally sponsored, under another Shaklee Ambassador in their sponsorship group provided:

- The Business Leader completes a *Sponsor Reorganization Application*; no fee is required
- The Business Leader submits the *Sponsor Reorganization Application* to Shaklee within three months of sponsoring the Shaklee Family Member
- The hardcopy application has been received by Shaklee if the Shaklee Family Member originally applied by phone

This reorganization option is open only to Business Leaders. The three-month period will be determined based on the entry date on file in Shaklee's records.

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### **Transfer of Online Sponsorships**

From time to time new prospects may accidentally sign up on the wrong Personal Website (PWS) or under the wrong sponsor, through no fault of the Website owner. In those cases, the new Member/Ambassador and/or his or her current Business Leader of record may contact Shaklee by fax with the *Reorganization Application* within 30 days of signing up online to be transferred to the correct sponsor. After 30 days transfers from one sponsor to another Shaklee group can only take place by submitting a *Reorganization Application Single* or *Reorganization Application for Groups* with all required upline signatures.

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### **Reorganization of Directors with Sponsorship Line Movement**

Requests for reorganization of Directors and above, with or without sponsorship group, will be permitted under the following circumstances:

- Approval of the six upline Business Leaders, and
- Approval of the Status Review Board

If the reorganization will include the Business Leader's sponsorship group, Shaklee will give courtesy notification of the proposed reorganization to the Business Leader's downline Business Leaders. If the proposed reorganization will result in an increase in rank, Shaklee may withhold the new rank for a period of up to one year. This includes eligibility to earn bonuses at the new rank.

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## **Reorganization and Purchase/Sale Violations**

Actively soliciting or encouraging any Shaklee Family Member to move from one Personal Group to another disrupts morale and undermines the growth of stable Personal Groups. Accordingly, Shaklee Ambassadors may not abuse the reorganization or ambassadorship purchase/sale process by engaging in such activities as using nominal “paper” ambassadorships, soliciting Shaklee Family Members to move to another group, withholding *Shaklee Applications* of any type, or using other subterfuges to circumvent sponsorship lines.

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## **Purchase/Sale of an Ambassadorship**

Shaklee ambassadorships may be bought and sold. At the completion of any sale, the Shaklee Ambassador who buys a business will assume the sponsorship position and responsibility for the purchased business and group, while the seller will relinquish the sponsorship position, the responsibility, and group. If the seller is in the Legacy Plan, the buyer will move to the Legacy Plan (and inherit any Legacy grandfathered title, grandfathered Personal Bonus Percentage, or any other Legacy attributes held by the seller).

If the seller participated in the Dream Plan Car Bonus Program, the seller's car bonuses will end. If either the buyer or seller participated in the Dream Plan Car Bonus Program, Shaklee will determine on a case-by-case basis the requirements for the buyer to qualify for car bonuses.

All purchase/sale transactions are subject to approval by Shaklee. Shaklee also requires that a copy of the purchase/sale document(s) be attached to the *Purchase/Sale* form, along with a fee of \$50 to cover administrative costs.

### **Requirements**

The buyer must be an Associate or above to acquire an ambassadorship below the rank of Coordinator, and a Director or above to acquire an ambassadorship at or above the rank of Coordinator. The buyer must have held his or her current rank for a minimum of six months prior to acquiring another business.

The seller must be a Director or higher and must have held his or her Business Leader rank for a minimum of one year prior to the sale. The seller must offer his or her Senior Business Leader the first opportunity to acquire the ambassadorship and must provide Shaklee with written evidence of that offer. If the Senior Business Leader declines the offer, the seller may then offer the business to any other Shaklee Ambassador of appropriate rank on comparable terms.

Shaklee reserves the right to deny approval of a sale to any Business Leader who previously approved the reorganization of any Shaklee Family Members into the Personal Group of the ambassadorship that he or she proposes to acquire. Any other reorganizations, terminations, or resignations submitted near the time of the sale may be reviewed as part of the proposed sale.

If the buyer wishes to take his or her Personal Group with him or her, this must be indicated on the *Purchase/Sales*

form and is subject to approval by each of the following:

- The buyer's current Business Leader of record or Senior Business Leader, plus the next five upline Business Leaders
- Any intervening Shaklee Family Members between the buyer and the buyer's current Business Leader of record or Senior Business Leader
- The seller's Senior Business Leader

- The Status Review Board

If the buyer does not take his or her Personal Group, the buyer must sign an agreement not to solicit members of the former Personal Group to move with him or her.

The seller has the option of remaining active (without group) as a Shaklee Family Member under the buyer and cannot be reappointed to the rank of Director without the prior approval of Shaklee. The seller also has the option to resign. Any former Business Leader who has sold his or her business and resigned must receive the approval of Shaklee in order to responsor.

After approval of the purchase, the buyer will assume the rank of the seller. Typically, Shaklee requires a reasonable waiting period (normally one year) before the rank of Key Coordinator, Senior Key Coordinator, Master Coordinator, Senior Master Coordinator, or Presidential Master Coordinator, and eligibility for bonuses at those ranks, is awarded.

No buyer may begin to operate the seller's business or assume any sponsorship rights until he or she receives an approved and processed copy of the *Purchase/Sale* form.

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## Chapter 7

### Terminations

A Shaklee Family Member's relationship with Shaklee may be terminated by one of three procedures:

- Resignation
- Non-renewal
- Termination for breach of contract

Shaklee Ambassadors who terminate lose all rights related to their sponsorship groups, and members of the sponsorship groups move a step up in their respective sponsorship lines. Upon termination, all rights, privileges, and benefits of their status end, including sponsorship rights in Shaklee, bonuses, and authorization to sell Shaklee products and to use Shaklee trademarks. These rights may not be transferred.

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#### Resignation

To resign, Shaklee Family Members must submit written notification to Shaklee that includes the signatures of those resigning and, in the case of an ambassadorship with more than one owner, the names of the members of the ambassadorship who wish to remain.

Shaklee will send the resigning Shaklee Family Members an acknowledgment letter indicating the effective termination date (with a copy forwarded to the Shaklee Family Member's Business Leader of record). In any instance where a Business Leader is resigning, Shaklee will give advance notice to the upline Business Leader when possible.

Shaklee will not allow a partial resignation of an ambassadorship if any member of the ambassadorship is in violation of the *P&R*.

For the purpose of resignation and reactivation, a husband and wife will be treated as one ambassadorship or membership, regardless of the fact that only one spouse may have become or may remain a Shaklee Family Member.

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#### Responsoring After Resignation

Resigned Members, Ambassadors, and Associates may not responsor under a new sponsor for six months after their effective termination date. In the case of a **Member only**, Shaklee will permit a Member to responsor under a new sponsor without resigning and fulfilling the waiting period in the following limited circumstances:

- The Member has been completely inactive for at least two years and has no orders on file with Shaklee, with the Member's sponsor, or with the Member's Business Leader of record during that time
- Shaklee will verify the lack of ordering activity with the sponsor and Business Leader of record; if the sponsor or Business Leader of record contests the lack of activity and supports it with a receipt, cancelled cheque, or the like, Shaklee will not permit the Member to responsor without first resigning and fulfilling the waiting period
- Requests from similarly inactive Shaklee Ambassadors will be reviewed by the Status Review Board

Former Business Leaders who have been retitled for more than one year at the time of resignation may not responsor under a new sponsor for six months after their effective termination date.

Former Business Leaders retitled for less than one year at the time of resignation are ineligible to responsor under a new sponsor for one year after their effective termination date, but in no event to exceed 18 months from the date of retitling.

Resigned Members and Ambassadors wishing to reactivate under the same sponsor and Business Leader may do so without a waiting period by submitting a new Shaklee Application, Sole Proprietorship (DBA) or General Partnership Application, or Corporate Ambassador Application.

Shaklee reserves the right to deny future Shaklee Family Membership status to any terminated Shaklee Family Members who engage in Shaklee activities (including assisting another Shaklee Family Member in his or her Shaklee business) or who represent themselves as Shaklee Ambassadors while they are not on record with Shaklee as authorized Shaklee Ambassadors.

Business Leaders who have arranged and/or approved transfers of Members, Ambassadors, or Associates from their Personal Group to that of another before resigning or changing their own sponsorship position will not be permitted to responsor into the Personal Group of the same Business Leader into which the former group members were transferred.

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### **Termination for Non-Renewal**

Renewal is annual; however, Shaklee may from time to time suspend or waive the requirement to renew. Renewal must be made by the date specified by Shaklee each year to ensure continuity of Member or Ambassador benefits. If renewal does not occur by the required time, the membership/ambassadorship will be terminated.

Unless Shaklee has suspended or waived the annual renewal requirement, Shaklee Family Members who do not renew their membership/ambassadorship annually will be treated as if they had resigned, and the same waiting periods will apply as if they had resigned.

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### **Termination for Breach of Contract**

Termination for breach of contract may result from engaging in activities detrimental to Shaklee, including any of the following:

- Violating the terms of the Shaklee Application, the Sole Proprietorship (DBA) or General Partnership Application, or the Corporate Ambassador Application
- Violating the provisions of the P&R
- Failing to meet the responsibilities of Business Leadership, as described in this P&R and other Shaklee publications
- Engaging in conduct that damages the reputation of Shaklee or Shaklee Family Members, including but not limited to conviction of a felony
- Violating the provisions of official Shaklee publications of another country when doing business in that country
- Making any misleading, unfair, inaccurate, or disparaging representations or statements about the Company, its products, or its commercial activities

Ambassadors terminated for breach of contract may not responsor without special review and approval by Shaklee.

Shaklee will determine in its sole discretion whether a Business Leader or Ambassador holding Business Leader rank that is terminated for breach of contract shall be offered the opportunity to sell the Ambassadorship in accordance with the provisions of Chapter 6 of this P&R.

### **Reclassification**

If an Ambassador does not order or engage in at least one form of business building activity during the preceding twenty-four (24) months, their Agreement will be deemed to have been voluntarily terminated in accordance with this Section and the Ambassador's account will be re-assigned to Member status. Business building activity includes, but is not limited to, signing up to be an Ambassador, sponsoring at least one person (retail customer, Member or Ambassador), achieving \$500+ of cumulative customer sales, purchasing one (1) month or more of a personal storefront / website provided by Shaklee or earning a bonus.

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## Chapter 8

### Business Entities

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#### Business Entities Operating Shaklee Ambassadorships

Business entities may sponsor as Shaklee Family Members.

- Business entities, whether Sole Proprietorships (DBAs), General Partnerships, or Corporate Ambassadorships, may sponsor as Shaklee Family Members using the *Sole Proprietorship (DBA)* or *General Partnership Application* or *Corporate Ambassadorship Application*. Such partnerships, DBAs, or corporations must consist exclusively of Active Partners or Active Guarantors residing in Canada.
- In addition, Shaklee Family Members residing in Canada may form general partnerships and Corporate Ambassadorships. They also may adopt DBA (Doing Business As) names for their businesses. All members of a Shaklee Canada combined ambassadorship must reside in Canada. Shaklee recommends that corporations be formed only after Ambassadors consult their attorneys and tax advisors in their provinces.

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#### One Entity for All Purposes

Regardless of the number of individuals who make up an ambassadorship, Shaklee treats each ambassadorship, including business entities, as one entity for all purposes.

Each trustee, director, officer, employee, agent, partner, shareholder, and representative of a business entity agrees to be personally responsible for the actions of the ambassadorship.

The actions of any trustee, director, officer, employee, agent, partner, shareholder, and representative of a business entity bind all other members of the ambassadorship, as well as the ambassadorship entity itself. Shaklee holds all members of the ambassadorship and the ambassadorship entity equally responsible for all the actions of any of the members of the ambassadorship, including any breaches of its contract with Shaklee and, by incorporation, of this *P&R*.

Individual qualified Shaklee Ambassadors must guarantee the performance of ambassadorships when they form a business entity. For a partnership, the guarantors are referred to as Active Partners. For a corporation or Limited Liability Company, the guarantors are referred to as Active Guarantors. Only spouses, Active Partners, or Active Guarantors of a corporation can be sponsored in the sponsorship position occupied by a business entity.

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#### Application to Form a Business Entity

Shaklee Family Members wishing to form a business entity must apply to Shaklee on the appropriate form, available at <https://ca.shaklee.com/popular-business-forms>:

- The members are responsible for ensuring that they agree and abide by the documents and the rights and promises set forth in the *Sole Proprietorship (DBA)* or *General Partnership Application* and *Corporate Ambassador Application*, and that such agreement will be binding on its shareholders, officers, employees, agents, and representatives and that they have complied with all applicable federal, provincial, and local laws

- Other than as stated in this *P&R*, Shaklee will not review, approve, or become a party to any Ambassador agreements
- No purchase other than the membership fee is necessary to become a Shaklee Family Member
- No financial investment is required to obtain a Corporate Ambassadorship
- A fee of \$50, made payable to Shaklee, is required to cover administrative costs
- Proposed members of a business entity who are in different sponsorship lines must first apply for reorganization before formation of a business entity may be requested
- If one or more of the ambassadorships to be combined is in the Dream Plan, and one or more of the ambassadorships to be combined is in the Legacy Plan, Shaklee will determine on a case-by-case basis whether the new business entity will be in the Legacy Plan or the Dream Plan
- If more than one of the ambassadorships to be combined participate in the Dream Plan Car Bonus Program or have qualified for a Legacy Car Bonus, the combined entity may qualify for only one car bonus; although any one of the cars on file with Shaklee may be the one selected for registration for the Car Bonus, Shaklee reserves the right to determine on a case-by-case basis the requirements under which the combined entity will participate in a Car Bonus Program
- Shaklee reserves the right to reject any proposed entity name that is not acceptable to Shaklee

### **Additional Members**

Shaklee will recognize additional members residing in Canada (Active Partners or Active Guarantors) joining a business entity only in the following limited circumstances:

- When the new member of the ambassadorship is an adult (18 years or older) and is the son, daughter, or spouse of a current Active Partner or Active Guarantor
- When the new member of the ambassadorship has held the rank of Ambassador or higher in the same sponsorship line, either immediately above or below the ambassadorship, for a minimum of six months

### **Special Review**

Special review and approval by Shaklee are required:

- When two or more Business Leaders wish to combine their businesses to form a Sole Proprietorship, General Partnership, or Corporate Ambassadorship
- When any new member is added to an ambassadorship holding the title of Key Coordinator, Senior Key Coordinator, Master Coordinator, Senior Master Coordinator, or Presidential Master Coordinator; Shaklee reserves the right to reject or rescind approval of any transactions involving business entities that are designed to circumvent or have the effect of circumventing Shaklee sponsorship lines or any provisions of the *P&R*

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### **Dissolution**

Requests for dissolution of business entities must be:

- Submitted in writing to Shaklee on the *Dissolution of Combined Ambassadorship* form and include the signatures of all departing and remaining members of the ambassadorship on record with Shaklee
- Accompanied by a \$50 fee to cover administrative costs

If more than one former member of the ambassadorship is to remain active in Shaklee, the request must indicate:

- Which First Level Shaklee Family Members, including First Level Business Leaders, each former member will retain (note: a Shaklee Family Member or Business Leader is First Level if his or her sponsor is the business entity)
- Which one of the former members is to retain any Business Leader rank held by the ambassadorship entity
- Only one former member may retain the rank and all its associated benefits. First Level Shaklee Family Members will be moved with sponsorship groups intact.

Requests for deleting a member or members from a business entity must:

- Be submitted in writing to Shaklee on the *Deletion of Members from a Combined Ambassadorship* form and include the signatures of all members being deleted
- Be accompanied by a \$50 fee to cover administrative costs

### **Parallel Sponsorship Lines**

When a business entity is dissolved, any remaining former spouse, Active Partners, or Active Guarantors ("members") will be separated into parallel sponsorship lines directly beneath the sponsor of the former ambassadorship entity.

Former members of the ambassadorship who want to obtain an exception to the parallel sponsorship rule and reorganize vertically in the sponsorship line, one above the other, must first obtain approval in writing from the six

(6) upline Business Leaders and then apply to Shaklee for a waiver of the parallel sponsorship rule.

If the person leaving a combined ambassadorship is the adult child of a member of the ambassadorship, the parallel rule will be automatically waived and the adult child will be placed vertically in the sponsorship line, directly below the parents' ambassadorship. Only the adult child or children with their respective spouses, if any, will be moved.

They may not take any additional Shaklee Family Members with them unless they submit a completed Reorganization Application.

### **Special Review**

Shaklee reserves the right to review and determine dissolutions of ambassadorships holding the title of Key Coordinator, Senior Key Coordinator, Master Coordinator, Senior Master Coordinator, or Presidential Master individually as an exception to the provisions of this section when deemed in the best interest of all members and Shaklee.

If all former members of an ambassadorship entity on record with Shaklee cannot agree on the dissolution terms, Shaklee will require an order from a court or binding arbitration decision that specifies which one retains the rank and how the First Level Shaklee Family Members (including First Level Business Leaders) are to be divided.

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## Chapter 9

### Survivorship

Without a properly drafted will or trust, an ambassadorship automatically terminates upon the death of the last individual Shaklee Ambassador (or, in the case of a combined ambassadorship, the last surviving partner, or Active Guarantor).

Survivorship requires careful planning. Shaklee recommends you consult with a local estate-planning lawyer.

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#### Survivorship Options

Business Leaders may assure continuing bonus payments and avoid termination of sponsorship rights by choosing one of the following options:

- Adding one or more Active Partners or Active Guarantors to an ambassadorship, as explained in Chapter 8 on combined ambassadorships; or
- Transfer by will or contract (where permitted by law); or
- Transfer by trust. A Business Leader may transfer an ambassadorship during his or her lifetime to an *inter vivos* Alter Ego Trust (as defined in the *Income Tax Act* [Canada]) or self-benefit trust of which the Business Leader is the sole beneficiary during his or her lifetime. Upon the Business Leader's death, the ambassadorship would be transferred to the Business Leader's beneficiaries as set out in the trust deed in accordance with the requirements set out below. If there are beneficiaries who are minors, their interest would be held in trust at least until they reach the age of majority.

Shaklee will refer to a will (or contract) and/or a testamentary trust only upon the death of the last surviving member of the ambassadorship.

#### **Requirements**

Transfer of a Business Leader's ambassadorship by trust or will requires compliance with the following:

- The creator of the trust or will (or contract) must be a Business Leader in good standing at the time (or, in the case of a deceased Business Leader, immediately prior to the time) that the ambassadorship is transferred.
- The beneficiaries of a testamentary trust or will (or contract) must be one or more of the following: a Shaklee Ambassador in the upline or downline of the ambassadorship in question who is qualified to purchase the business as provided in Chapter 6; or the spouse, child, grandchild, parent, or sibling of the Business Leader (or deceased Business Leader) whose ambassadorship is to be transferred. If the beneficiary of a will is a minor, a custodian or guardian must be appointed until the beneficiary reaches the age of majority. Any adult may be appointed to serve as a custodian or a guardian. The beneficiaries of an *inter vivos* trust must be the Business Leader whose business is to be transferred.

- If the heir, beneficiary, trustee, custodian, or guardian is already a Business Leader in the Dream Plan at the time of the death of the transferor Business Leader, and chooses the sponsorship position of the transferor Business Leader, then the heir, beneficiary, trustee, custodian, or guardian may remain in the Dream Plan or may move to the Legacy Plan if the transferor Business Leader was in the Legacy Plan. If the heir, beneficiary, trustee, custodian, or guardian elects to move to the Legacy Plan, he or she will inherit the Legacy Grandfathered Title, Grandfathered Personal Bonus Percentage, and any other Legacy attributes held by the transferor Business Leader. If the heir, beneficiary, trustee, custodian, or guardian participates in the Dream Plan Car Bonus Program and elects to move to the Legacy Plan, Shaklee will review requirements for continuing to receive car bonuses on a case-by-case basis.
- If the transferor Business Leader participated in the Dream Plan Car Bonus or qualified for a Legacy Car Bonus, those car bonuses will end. Shaklee will determine on a case-by-case basis the requirements for the heir, beneficiary, trustee, custodian, or guardian who assumes the sponsorship position of the transferor Business Leader to qualify for car bonuses.
- The term of the trust, custodianship, or guardianship shall not be perpetual and shall not continue beyond the date necessary to protect the interests of those beneficiaries who are unable to act for themselves legally, such as minor children or incompetent persons who require assistance in the conduct of business affairs.
- The trust instrument or contract must preclude the beneficiaries from assigning any beneficial interest in the trust.
- The trust must conduct only the business of a Shaklee Ambassadorship and no other.
- The trustee of the trust may be either an individual or a corporation.
- An heir, beneficiary, trustee, or guardian must qualify as a Shaklee Ambassador and operate the ambassadorship within 60 days of the date of death. Shaklee reserves the right to hold all bonuses in reserve during this period.
- At the time of transfer, each individual heir, beneficiary, trustee, or guardian must meet the Shaklee Family Member eligibility requirements as provided in the "Eligibility" section and agree to perform all the obligations and responsibilities of a Shaklee Business Leader as set forth in the P&R and other Shaklee publications then existing and as amended from time to time.
- An heir, beneficiary, trustee, or guardian may not be in more than one sponsorship position at a given time (except under the limited circumstances provided in the next bullet point). In the event an heir, beneficiary, trustee, or guardian is already a Shaklee Family Member at the time of the death of the transferor Business Leader, the heir, beneficiary, trustee, or guardian must inform Shaklee in writing within 30 days of his or her sponsorship position of choice. Any other sponsorship group will roll up in its sponsorship line. In the absence of such communication, Shaklee will determine the appropriate sponsorship position. When the heir, beneficiary, trustee, custodian, or guardian is immediately above or below in the Sponsorship Line, Shaklee will combine the two ambassadorships into a single sponsorship position.
- In the event of the death of the last member of an ambassadorship with surviving children who are minors, Shaklee will permit the guardian(s) to be Business Leader(s) in another sponsorship position under the following limited conditions:
- There is a prior written agreement between the ambassadorship and the guardian that provides for the continuation of the Shaklee business and the disposition of bonuses during the minority of the children

- The guardianship must begin before a minor child or children turn(s) 18 years of age, and may not continue past the time one child reaches the age of 25 years
- The two ambassadorships must be operated separately, and the guardian may not commingle them in any way
- A Business Leader may not transfer by trust or will (or contract) less than the Business Leader's entire interest in the Shaklee ambassadorship. If more than one beneficiary or heir is named, all must receive an equal ownership interest in the Shaklee ambassadorship.
- Shaklee reserves the right to determine after transfer the continuing eligibility of a trust, heir, or beneficiary for rank and convention privileges previously granted the ambassadorship.

### **Registration of Trusts and Wills**

In the case of a trust:

- Before a Shaklee ambassadorship is transferred to a trust, the trustee must sign and file an *Application for Shaklee Ambassador Authorization (Trust)*
- A copy of the trust instrument must accompany the application, and the trustee must file with Shaklee any amendment or other document that varies the terms of the trust within 30 days of the change
- When the grantor (creator of the trust) dies, a copy of the death certificate must be filed with Shaklee; Shaklee will also accept a copy of the obituary from a newspaper of general circulation or a letter from a family member notifying us of the date of death
- A \$50 administrative fee must accompany the application

In the case of a will (or contract where permitted by law):

- The testator may either attach a certified copy of the will (or contract) to the *Application to Register a Will*, or the beneficiaries may provide a copy at the time of death; if a will is provided with the application, the testator (or contracting party) must promptly file with Shaklee any amendment or other document which varies the terms of the will (or contract)

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### **Failure to Plan for Survivorship**

In the absence of a trust or will filed with Shaklee, the ambassadorship will terminate upon the death of the last member of the ambassadorship, and the members of the Business Leader's sponsorship group will roll up in the sponsorship line.

However, the personal representative of a Business Leader who has not complied with the terms of this Chapter shall have 90 days from the date of death to sell the ambassadorship to a Shaklee Ambassador as specified in the Purchase/Sale section.

In the event of a conflict between the listing of any members of an ambassadorship with Shaklee and a trust or will, and in the absence of an order of a court having jurisdiction of the matter, Shaklee reserves the right to resolve the conflict. Shaklee's decision shall be final and binding.

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## Definitions and Terms

### **Business Leader**

Any Shaklee Ambassador appointed to the rank of Director, Senior Director, Coordinator, Senior Coordinator, Executive Coordinator, Senior Executive Coordinator, Key Coordinator, Senior Key Coordinator, Master Coordinator, Senior Master Coordinator, or Presidential Master Coordinator, or to equivalent titles in a foreign market.

### **Business Leader Leg**

A First-Generation Business Leader and that Business Leader's entire organization (sponsorship group).

### **Ambassador (or Shaklee Ambassador)**

Any person who has signed a *Shaklee Application*, *Sole Proprietorship (DBA)* or *General Partnership Application*, or *Corporate Ambassador Application*; whose application has been accepted by Shaklee Canada Inc.; who has purchased a Business Starter Kit ; and who holds the title of Ambassador or higher.

### **Dream Plan**

The Shaklee Compensation Plan, effective October 1, 2010, including any amendments thereto, to which this P&R applies.

### **First Generation Business Leader**

The first ambassadorship qualified for and maintaining Director rank or higher (or the equivalent in a foreign market) down any sponsorship line.

### **First Level**

Any Shaklee Family Member of any rank for which a given Shaklee Family Member is the sponsor.

### **Five-Year Rule**

A rule that allows a reinstated Business Leader to be considered as a new (first-time) Director for certain qualifications if he or she held a Business Leader rank, with no Volume Grace Months or waivers, for no more than four consecutive months in a specified five-year period. Typically, the five-year period is re-established annually and follows a July-through-June cycle.

### **Foreign Ambassador**

A Shaklee Ambassador registered with Shaklee in a foreign market.

### **Foreign Market**

A country, other than a Shaklee Ambassador's home market, where Shaklee Corporation maintains a legal entity and has permitted Shaklee Ambassadors to sponsor Ambassadors in that country. Shaklee may make Ambassadors with a specified home market or markets eligible to sponsor into a specified foreign market, while not necessarily making Ambassadors from all countries eligible to sponsor into that foreign market.

### **Global Personal Group**

All one's downlines, regardless of country, down to but excluding the first Business Leader reached in any sponsorship line, and that Business Leader's sponsorship group.

### **Home Market**

The country in which a Shaklee Family Member or Shaklee Ambassador resides and has signed and submitted a Shaklee Application (or equivalent, as the name of the application may vary slightly from country to country) that has been accepted by Shaklee.

For purposes of title and bonus qualifications and payment, Canada and the United States are considered a single home market. Nevertheless, one must meet the eligibility requirements established by Shaklee Canada Inc. in Chapter 5 of this P&R to become a Shaklee Family Member or Shaklee Ambassador in Canada, and must meet the requirements established by Shaklee U.S., LLC to become a Shaklee Family Member or Shaklee Ambassador in the United States.

### **Legacy Plan**

The compensation plan into which certain Shaklee Ambassadors who held a Business Leader title as of September 30, 2010 were grandfathered. Policies and procedures governing those in the Legacy Plan are covered in the Legacy Plan P&R. Members, Ambassadors, and Associates who are in the Personal Group of a Business Leader in the Legacy Plan are also considered as being in the Legacy Plan until they promote to Director, at which point they will be in the Dream Plan.

### **Master Leg**

Any sponsorship line extending downward from a Business Leader that contains at least one Master Coordinator, Senior Master Coordinator, or Presidential Master Coordinator. To be considered a Paid-As Master leg there must be at least one Paid-As Master Coordinator or higher within that sponsorship line. (Regardless of the number of Master Coordinators, Senior Master Coordinators, or Presidential Master Coordinators in a given sponsorship line extending downward from a Business Leader, that sponsorship line shall be considered as a single Master leg.)

### **Organization**

All Shaklee Family Members down to the newest recruit in all sponsorship lines extending from and below any given Shaklee Family Member. (Also referred to as a sponsorship group.)

### **Organizational Volume (OV)**

The Personal Volume of a Shaklee Ambassador plus the Personal Volume of each Shaklee Family Member in his or her entire organization (sponsorship group). Personal Volume from foreign markets is adjusted by a factor similar to an exchange rate.

### **Organizational Volume (OV) Outside the Largest Leg**

One's Organizational Volume excluding the OV of the First-Generation Business Leader with the most OV.

### **Original Sponsor**

The first sponsor of a Shaklee Family Member (i.e., the sponsor at the time the application of a Shaklee Family Member was accepted by Shaklee).

### **Personal Group (also Home Market Personal Group)**

All one's downlines down to but excluding:

- The first Business Leader reached down any sponsorship line, and that Business Leader's sponsorship group, and/or
- The first Foreign Ambassador reached down any sponsorship line, and that Foreign Ambassador's sponsorship group

### **Personal Group Volume (PGV)**

The total Personal Volume of the members of one's home market Personal Group, plus one's own Personal Volume. PGV includes the PGV of a Business Leader in one's home market in the month that Business Leader is promoted to Director.

### **Personal Volume (PV)**

The total Point Value of one's sales of products for a given month.

### **Point Value (PV)**

A non-monetary point value specified by Shaklee for each product on which Shaklee pays bonuses. The PV for each Shaklee product is listed in the Shaklee Confidential Price List and may change from time to time as product prices change.

### **Price Differential**

The difference between the price paid by a given Shaklee Family Member and the price paid by a given Shaklee Family Member in his or her Personal Group. Also, the difference between the price paid by a Shaklee Ambassador and the price for which the Ambassador qualifies based on monthly Personal Group Volume.

### **Senior Business Leader**

With respect to any given Business Leader, the first Business Leader above him or her in the sponsorship line.

### **Shaklee Family Member**

Anyone who has submitted a properly completed Shaklee Application, Sole Proprietorship (DBA) or General Partnership Application, or Corporate Ambassador Application and whose application has been accepted by Shaklee Canada Inc. membership/ambassadorship must be renewed annually unless Shaklee suspends or waives the renewal requirement.

### **Shaklee Ambassador (or Ambassador)**

Any person who has signed a Shaklee Application, Sole Proprietorship (DBA) or General Partnership Application, or Corporate Ambassador Application; whose application has been accepted by Shaklee Canada Inc.; who has purchased a Business Starter Kit; and who holds the title of Ambassador or higher.

### **Sponsorship Group**

All Shaklee Family Members down to the newest recruit in all sponsorship lines extending from and below any given Shaklee Family Member. Also referred to as one's organization.

### **Sponsorship Line**

The sequence of sponsor-recruit relationships that is created when Shaklee Family Members sponsor new recruits into Shaklee. A sponsorship line extends above or upward from each new recruit in the following sequence to include all individuals in a single sponsorship line:

- New recruit
- Immediate sponsor of the new recruit
- Sponsor of the immediate sponsor of the new recruit, and so on

In the case of resignations, terminations, or Shaklee-approved reorganizations to a new sponsorship line, the following sequence of events and relationships occurs and is referred to as a “roll-up”:

- Shaklee removes the departed Shaklee Family Member from their sponsorship line
- That sponsorship line closes up
- Those who were sponsored directly by the departed Shaklee Family Member now consider the sponsor of the departed Shaklee Family Member to be their immediate sponsor

### **Status Review Board**

Shaklee management employees assigned to receive, review, and decide complaints alleging breaches of the *P&R*.

### **Title**

Appointed title: any of the ranks achieved with the necessary requirements at the time of promotion.

Paid-as title: the title for which a Shaklee Ambassador meets all requirements and the level at which bonuses are paid.

### **Unencumbered Group Volume**

Personal Group Volume excluding the Personal Group Volume of a First-Generation Director in the month of promotion to Director.

**Shaklee®**

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## The Shaklee Compensation Plan

### Who We Are

For over 65 years, Shaklee has led the way with our innovative products, social selling model, and commitment to environmental responsibility. Here, you will learn the details about how to earn as an Ambassador with Shaklee. Whether you want to earn by sharing products or go a step further and build a team, we reward you for however you want to grow. You decide. Together, we are bringing true wellness to the world, one person, one family, one community at a time.

### The Compensation Plan and Your Agreement with Shaklee

The Shaklee Compensation Plan (this “Compensation Plan”) identifies the earnings opportunities available to Ambassadors and sets forth the sales and organizational requirements necessary to earn commissions and achieve other earnings under this Compensation Plan. This Compensation Plan is incorporated into, and made a part of, the [Shaklee Statement of Privileges and Responsibilities \(“P&R”\)](#). Capitalized terms in this document are defined in the Glossary of Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the P&R.

This Compensation Plan is designed to compensate Ambassadors for their sales of Shaklee products including (i) their sales to their Personal Customers, and (ii) sales that are made to customers by the sales organization that such Ambassadors develop. As with any earnings opportunity, the compensation earned by Ambassadors varies significantly. The success or failure of each Ambassador in relation to the Shaklee product sales and earnings opportunity depends on each Ambassador’s own individual capacity, experience, expertise, skills, personal effort, and motivation. Shaklee is a product-driven company that strongly encourages people to experience Shaklee products. See the Average Earnings Statement posted on the Shaklee website and available at [www.shaklee.com/earnings](http://www.shaklee.com/earnings) for information on typical Shaklee Ambassador earnings.

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### Shaklee Membership and Ambassadorship Policies

To be eligible to become a Member or Ambassador in the United States, U.S. territories or Canada, individuals must meet all of the following requirements:

- Be at least 18 years of age.
- Reside in the United States, U.S. territories or Canada
- Complete an online or paper Shaklee Individual Ambassador Application, Business Entity Ambassador Application, Tax-Exempt Entity Application, or, the Member Application, whichever is applicable, that is accepted by Shaklee and fulfill the requirements below.

#### *Retail Customer*

A Retail Customer is someone who purchases Shaklee products but has not yet made the decision to become a Member. A Retail Customer does not receive certain advantages that a Member does, such as discounted pricing and participation in loyalty or referral programs that Shaklee may offer from time to time. A Retail Customer is not eligible to sell Shaklee products or to receive cash bonuses or other compensation unless and until they become an Ambassador.

### **Member**

A Member is someone who wants to enjoy Shaklee products at a discounted price. A Member is not eligible to sell Shaklee products or to receive cash bonuses or other compensation unless and until they become an Ambassador. To become a Member, you must sign a Shaklee Individual Application or Shaklee Tax-Exempt Entity Application as a Member and purchase a Member Kit. From time to time, Shaklee may offer a complimentary Membership, waiving the requirement to purchase a Member Kit.

### **Ambassador**

An Ambassador is someone who wants to participate in the Shaklee Compensation Plan by selling Shaklee products and potentially building a sales organization. An Ambassador is eligible to receive pricing discounts and may sell Shaklee products, earn bonuses, and receive other compensation. To become an Ambassador, an individual must sign a Shaklee Individual Application that is accepted and approved by Shaklee, purchase an Ambassador Welcome Kit and, if in the United States or U.S. territories, provide a Social Security Number (SSN) or an Individual Taxpayer Identification Number (ITIN) or provide a Social Insurance Number (SIN) if residing in Canada.

If a Member subsequently decides to become an Ambassador and meets the requirements above, the change in status will take effect as of the date Shaklee determines the requirements have been met.

A business entity may become an Ambassador by signing an Ambassador Application for Corporations, General Partnerships and Limited Liability Companies that is accepted by Shaklee, providing its Federal Employer Identification number (FEIN) if in the United States or U.S. territories or its Business Number (BN) if in Canada and purchasing an Ambassador Welcome Kit.

A tax-exempt entity may become an Ambassador by signing a Tax-Exempt Entity Application and Agreement that is accepted and approved by Shaklee, providing its Federal Tax Identification Number if in the United States or U.S. territories, and purchasing an Ambassador Welcome Kit.

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### **Product Pricing**

All Members and Ambassadors are eligible for the Member/Ambassador (MP) price, a discount of 15% from the Suggested Retail Price<sup>1</sup>, when ordering directly from the Company. Business Leaders (Ambassadors with the title of Director or higher) are eligible for Leader Pricing at 25% off the Suggested Retail Price.

Retail Customers pay the Suggested Retail Price<sup>2</sup>.

In some cases, a Member who joined prior to June 1, 2024, may pay the Director price. The Sales Commissions on their orders will be paid at 10% and the PV for bonuses paid on their orders will be set at 90% of the Product Point Value on their orders.

In some cases, an Ambassador who joined prior to June 1, 2024, will pay a price other than the Member/Ambassador price. If that Ambassador transfers to the Shaklee Compensation Plan their pricing will change and they will pay the Member/Ambassador price until they advance to Director.

Shaklee Ambassadors can always determine the prices they charge when reselling products from their inventory.

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<sup>1</sup> Products of Shaklee Canada do not have a Suggested Retail Price. The Member/Ambassador Price (MP) is set to what a 15% discount would reflect if the product had a Suggested Retail Price. Likewise, the Leader Price is set to what a 25% discount would reflect if the product had a Suggested Retail Price.

<sup>2</sup> Products of Shaklee Canada do not have a Suggested Retail Price. Retail Customers in Canada pay the MP price.

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## Start Sharing and Earn 30% Commission

*Earning commissions starts with the customer. By providing a great experience, you'll open doors to new and expanded sharing opportunities. You can start earning by sharing Shaklee products – at any level of commitment.*

### 30 for 30 Bonus

All Ambassadors are eligible to earn the 30 for 30 Bonus. There is no Active Volume requirement for this bonus.

Each time you personally enroll a new Member or Retail Customer, you earn a minimum 30% commission on all of the Product Purchases your new Member or new Retail Customer makes within the first 30 days from their enrollment.

You can also earn more than 30%. When you have Customer Sales of at least \$7500, with at least 20 Purchasing Customers for the month, you earn 35% on all of the Product Purchases they make within that month. And when you have Customer Sales of at least \$10,000, with at least 30 Purchasing Customers for the month, you earn 40% on all of the Product Purchases they make within that month.

In addition, each time you personally enroll a new Ambassador<sup>3</sup>, you earn a 30% commission on all of the Product Purchases they make during the first 30 days from their enrollment. There is no commission paid on the Ambassador Starter Kit or any other sales aids.

The 30 for 30 Bonus is paid on the Purchase Price of the Product Purchases.

**Example:**

Ambassador Nancy enrolls a new Member, Meg, on June 8. Meg has an order with a Purchase Price of \$150 on June 8, another order for \$50 on June 28, an order for \$100 on July 7 and an order for \$100 on July 8.

The June 8, June 28 and July 7 orders are all within Meg's first 30 days from her enrollment. Nancy earns 30% on the Purchase Price on each of them.  $(\$150 + \$50 + \$100) \times 30\% = \$90$ .

The July 8 order is after Meg's first 30 days have elapsed. Instead of a 30 for 30 Bonus, Nancy is eligible to earn a Sales Commission on that order and all of Meg's subsequent orders.

[Weekly Advance](#)

Weekly Advance is a pre-payment of your monthly 30-for-30 Bonuses when you sign up for direct deposit of your bonuses. The weekly portion will be advanced at 30%.

Your 30 for 30 Bonuses are recalculated at the end of each month, based on the aggregate of all applicable orders, including all returned, canceled, or modified orders. The difference between any weekly prepayments and your final 30 for 30 Bonus for the month (including the additional 5% or 10% when you qualify for a 30 for 30 Bonus on your new Members and Retail Customers at the 35% or 40% level) will be paid to you as part of your monthly bonus payout.

Qualifying 30 for 30 bonuses for the week ending at 3:00 pm Pacific Time each Wednesday will be advanced each Thursday.

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<sup>33</sup> The 30 for 30 Bonus is paid on the Product Purchases of someone who joins as an Ambassador. The 30-day window for the bonus does not restart when a Member or Retail Customer upgrades to Ambassador.

## Sales Commission

When you qualify as an Ambassador II or higher (meaning that you have at least 75 Active Volume), you are eligible to earn a Sales Commission of 10%-40% on Product Purchases made by your Personal Customers. The percentage you earn is based on your Customer Sales and Purchasing Customer Count for the month, as follows:

Customer Sales	Purchasing Customer Count	Sales Commission
Up to \$499	1	10%
\$500 - \$999	3	15%
\$1,000 - \$2,999	5	20%
\$3,000 - \$4,999	10	25%
\$5,000 - \$7,499	15	30%
\$7,500 - \$9,999	20	35%
\$10,000 and up	30	40%

For your Personal Customers, you will begin to earn the Sales Commission on their Product Purchases after their first 30 days have elapsed, as the 30 for 30 Bonus will replace the Sales Commission for the first 30 days of purchases.

The Sales Commission is paid on the Purchase Price of the commissionable products on the order(s).

In some cases, a Member who joined prior to June 1, 2024, may pay “DP” price for their orders. The Sales Commission on any orders priced at DP will be paid at 10%.

Your Customer Sales and Purchasing Customer Count include the purchases of your Personal Customers who are still in the first 30 days from their enrollment, which can help to increase the Sales Commission percentage you earn on your returning customers.

### Example:

Ambassador Robert sponsors three new Members in June, each with an order with a Purchase Price of \$150, for a total of \$450. Robert also has six Members who are past their first 30 days who purchase \$100 each for a total of \$600.

Robert’s Customer Sales for June are \$1,050 (\$450 from the new Members and \$600 from his existing Members). Likewise, his Purchasing Customer Count is nine. Robert’s Sales Commission percentage for June is 20% and he is paid as follows:

30 for 30 Bonus on the purchases of the three New Members:	$\$450 \times 30\% = \$135$
Sales Commission on the purchases of the six existing Members:	$\$600 \times 20\% = \$120$
	Total \$255

### Roll-up of Sales Commissions

If an Ambassador does not have 75 Active Volume (and therefore does not qualify as an Ambassador II or higher in a particular month), the Sales Commissions on that Ambassador’s Personal Customers will roll up and be paid to the next Ambassador upline with 75 Active Volume. The rolled-up Sales Commissions will be paid at the 10% rate.

The Customer Sales of an Ambassador who is not active do not count toward the Customer Sales, Purchasing Customer Count or Sales Commission Percentage of the upline Ambassador.

**Example:**

Ambassador Robert in the example above is the sponsor of Ambassador Mimi. Mimi has no Active Volume this month but has three Purchasing Customers whose total product purchases for the month are \$400.

Mimi is not eligible to earn a Sales Commission for the month because she does not qualify as an Ambassador II.

Robert earns \$40 Sales Commission on Mimi's Personal Customers ( $\$400 \times 10\%$ ). Robert's Purchasing Customer Count does not include Mimi's three Active Customers, and his Customer Sales does not include the \$400 purchased by Mimi's customers.

### **Paid on Personal (POP) Rebate – Enjoy the Shaklee Products You Love**

No one wants to share a product they haven't fallen in love with yet, so we make it affordable for you to fully "Shaklee-ize" your home and experience the benefits of our high quality wellness products for nutrition, body, and home.

A huge perk of being an Ambassador is that you can earn a POP Rebate on up to \$750 of your personal Product Purchases each month when you are qualified as an Ambassador II or higher. The percentage paid on your personal purchases in a month will be the same as the Sales Commission percentage you qualified for that month.

**Example:**

Ambassador Robert, in the Sales Commission example above, had personal purchases at Purchase Price of \$300. His POP Rebate for June is  $\$300 \times 20\%$  (his Sales Commission rate) = \$60.

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### **The Team Builder Path**

As you move through the Team Builder Path, and achieve the title of Ambassador II and higher, you can earn additional bonuses, receive recognition and qualify to participate in incentive trips. Below is a chart with the requirements to achieve the different titles in the Shaklee Compensation Plan.

Title	Active Volume	Customer Volume	Personal Team Volume	Organizational Volume	OV Outside the Strongest Leg	First Generation Business Leaders	Master Legs
Ambassador I	N/A						
Ambassador II	75						
Ambassador III	75		500				
Director	75	500	2000				
Senior Director	75	500	2500			1	
Coordinator	75	500	3000				2
Sr. Coordinator	75	500	3000	10,000			2
Executive Coordinator	75	500	3500	20,000			3
Sr. Executive Coordinator	75	500	3500	30,000			3
Key Coordinator	75	500	4000	50,000	25,000		4
Sr. Key Coordinator	75	500	4500	75,000	37,500		5
Master Coordinator	75	500	5000	100,000	50,000		6
Sr. Master Coordinator	75	500	6000	200,000	100,000		8
Presidential Master Coordinator	75	500	7000	500,000	250,000		10
							2

## Title Advancement and Maintenance

- All title advancements are effective retroactive to the beginning of the month in which Shaklee determines qualifications have been met.
- To advance to the title of Key Coordinator or above, you must be paid at that title or higher for three consecutive months.
- Title maintenance requirements are the same as the requirements for advancement.

## Retitling

If a Business Leader (an Ambassador with the title of Director or higher) does not meet the title maintenance requirements for at least Director, they will be retitled to the Ambassador title for which they fully qualify effective retroactive to the beginning of the month in which maintenance requirements were not met. Upon retitling, the former Business Leader's price tier will be reset to "MP".

To be reinstated as a Director, the former Business Leader must meet the qualifications for advancement above.

Shaklee has established a time limit to prevent Leadership Bonuses (Generation, Infinity, Infinity Matching and Presidential Master Organization Bonuses) paid on established leaders, from being paid to new or reinstated Directors who intervene in the Sponsorship Line above the established Business Leaders. See *Unjust Enrichment* in the Glossary of Terms.

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## More Opportunities to Earn as You Advance in Title

The table below shows when bonuses are available along the Team Builder Path, with additional details on each bonus on the following pages.

Title	Level 1 Bonus	Level 2 Bonus	Director Team Bonus	Generation Bonus	Infinity Bonus	Infinity Matching Bonus	Presidential Master Organization Bonus
Ambassador II	6%						
Ambassador III	8%						
Leadership Titles							
Director	10%	2%	6%	Gen 1-2			
Sr. Director	10%	2%	6%	Gen 1-2			
Coordinator	10%	2%	6%	Gen 1-2			
Sr. Coordinator	10%	2%	6%	Gen 1-2			
Executive Coordinator	10%	2%	6%	Gen 1-3			
Sr. Executive Coordinator	10%	2%	6%	Gen 1-4			
Key Coordinator	10%	2%	6%	Gen 1-4	2%		
Sr. Key Coordinator	10%	2%	6%	Gen 1-4	2.5%	10%	
Master Coordinator	10%	2%	6%	Gen 1-5	3%	15%	
Sr. Master Coordinator	10%	2%	6%	Gen 1-6	3.5%	20%	
Presidential Master	10%	2%	6%	Gen 1-6	4%	25%	Up to 1%

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## PV for Bonuses (Commissionable Point Value)

Level 1, Level 2, Director Team, Generation, Infinity, Infinity Match and Presidential Master Organization Bonus (“Bonuses”) are paid on point value, rather than on Purchase Price.

Each Shaklee product is assigned a Product Point Value. This value may be the same as or may be different than Qualifying Volume (QV).

All Bonuses are paid on commissionable Point Value (“PV”), which is defined and determined as follows:

Ambassador Orders (unless a 30 for 30 Bonus is paid on the order)	100% of the Product Point Value on the order
If a 30 for 30 Bonus is paid	50% of the Product Point Value on the order
If a 10% Sales Commission is paid	100% of the Product Point Value on the order
If a 15% Sales Commission is paid	100% of the Product Point Value on the order
If a 20% Sales Commission is paid	90% of the Product Point Value on the order
If a 25% Sales Commission is paid	85% of the Product Point Value on the order
If a 30% Sales Commission is paid	80% of the Product Point Value on the order
If a 35% Sales Commission is paid	75% of the Product Point Value on the order
If a 40% Sales Commission is paid	70% of the Product Point Value on the order

If a Sales Commission is paid on an order priced at DP, the Sales Commission will be paid at 10% and the PV will be 90% of the Product Point Value on the order.

## Level 1 Bonus

When you qualify as an Ambassador II or higher, you are eligible to earn the Level 1 Bonus on the PV of the Product Purchases of each of your Level 1 Ambassadors and of their Personal Customers. The Level 1 Bonus is earned regardless of the title of your Level 1 Ambassador, meaning they could be a Business Leader and you would still earn the Level 1 Bonus. If an Ambassador does not qualify as an Ambassador II or higher, no Level 1 Bonus is paid on the Product Purchases of that Ambassador’s Level 1 Ambassadors or those of the Level 1 Ambassadors’ Personal Customers.

Paid As Title	Level 1 Bonus
Ambassador II	6%
Ambassador III	8%
Director and higher	10%

## Level 2 Bonus

When you qualify as a Director or higher, you earn the Level 2 Bonus of 2% of the PV **of the Product Purchases** of each of your Level 2 Ambassadors, regardless of their title, and of their Personal Customers. If an Ambassador does not qualify as a Director or higher, no Level 2 Bonus is paid on the Product Purchases of the Ambassador’s Level 2 Ambassadors or those of the Level 2 Ambassadors’ Personal Customers.

## Director Team Bonus

When you qualify as a Director or higher, you earn a Director Team Bonus of 6% of the PV from the Product Purchases of all of your Ambassadors and their Personal Customers, down to but excluding the first Director or higher and anyone below that Director or higher.

### Level and Director Team Bonuses are “Stackable”

The Level 1 and Level 2 Bonuses are paid in addition to other bonuses Directors and higher may be eligible for on the same PV:

	Director Team Bonus	Level Bonus	Total Bonus Earned
Level 1	6%	10%	16%
Level 2	6%	2%	8%
Level 3	6%		6%
Level 4	6%		6%
And so on until a Director is reached	6%		6%

#### Example:

Director Dave personally sponsored Ambassador Nancy. Nancy in turn personally sponsored Ambassador Pete, Pete personally sponsored Ambassador Tina, and Tina personally sponsored Ambassador Oliver. Director Dave and Ambassadors Pete and Tina earn Level 1, Level 2 and Director Team Bonuses on the PV from Product Purchases as follows (Nancy and Oliver do not meet the 75 Active Volume requirement and are not eligible for Bonuses.)

	Level	PV	Dave's Bonuses	Pete's Bonuses	Tina's Bonuses
Ambassador I Nancy	1	50	10% Level 1 + 6% Director Team = $16\% \times 50 = \$8$		
Nancy's Customers	1	200	10% Level 1 + 6% Director Team = $16\% \times 200 = \$32$		
Ambassador III Pete	2	100	2% Level 2 + 6% Director Team = 8% $\times 100 = \$8$		
Pete's Customers	2	500	2% Level 2 + 6% Director Team = 8% $\times 500 = \$40$		
Ambassador II Tina	3	75	6% Director Team Bonus $\times 75 = \$4.50$	8% Level 1 $\times 75 = \$6$	

	Level	PV	Dave's Bonuses	Pete's Bonuses	Tina's Bonuses
Tina's Customers	3	175	6% Director Team Bonus x 175 = \$10.50	8% Level 1 x 175 = \$14	
Ambassador I Oliver	4	0	6% Director Team Bonus x 0 = \$0		6% Level 1 x 0 = \$0
Oliver's Customers	4	100	6% Director Team Bonus x 100 = \$6		6% Level 1 x 100 = \$6
Total Level 1, Level 2 and Director Team Bonuses			\$109	\$20	\$6

## Generation Bonuses

*Open up access to Generation Bonuses when someone on your team advances to Director.*

When someone in your Organization qualifies as a Director, they become a Generation to you. The first Director down any leg is your First Generation Leader for that leg. That First Generation includes the PV from all of the product purchases made by that Director and by all Ambassadors, Members and Retail Customers under them, down to but excluding the next Director or higher in that line. That next Director is your Second Generation Leader, and so on.

When you qualify as a Sr. Director or higher, you become eligible to earn Generation Bonuses up to six generations deep, as follows:

Paid As Title	Generation 1	Generation 2	Generation 3	Generation 4	Generation 5	Generation 6
Sr. Director	6%	3%				
Coordinator	6%	4%				
Sr. Coordinator	6%	5%				
Executive Coordinator	6%	6%	4%			
Sr. Executive Coordinator	6%	6%	4%	2%		
Key Coordinator	6%	6%	4%	4%		
Sr. Key Coordinator	6%	6%	4%	4%		
Master Coordinator	6%	6%	4%	4%	3%	
Sr. Master Coordinator	6%	6%	4%	4%	3%	3%
Presidential Master Coordinator	6%	6%	4%	4%	3%	3%

Generation Bonuses are paid on PV.

Generation Bonuses feature dynamic compression – meaning that if one of the Leaders in your downline reverts to a title below Director, the next Director or higher below them in that leg moves up a generation. The PV is also compressed. If the reverted Director was on your First Generation, the PV of the reverted Director and that of the Ambassadors, Members and Retail Customers down to but excluding the next Director or higher compresses into your Director Team. If the reverted Director was on your Second Generation, the PV compresses into your First Generation, and so on.

## Infinity Bonus

*Increase your earnings potential on top of the Generation Bonuses when you reach Key Coordinator.*

In addition to Generation Bonuses, once you qualify as a Key Coordinator and higher, you can earn an additional bonus on the PV from an infinite number of generations. The Infinity Bonus boosts what you earn from your Generation Bonuses and allows you to earn on PV from generations beyond those paid by the Generation Bonus.:

Paid as Title	Infinity Bonus
Key Coordinator	2%
Sr. Key Coordinator	2.5%
Master Coordinator	3%
Sr. Master Coordinator	3.5%
Presidential Master Coordinator	4%

Infinity Bonuses are paid on PV and are paid differentially. You are paid the difference between the percentage you qualify for and the percentage your downline Business Leader qualifies for.

### Example:

Master Coordinator Kathy has six First Generation Business Leaders:

- David is a Director. Kathy earns 3% Infinity Bonus on David's personal PV and the PV of everyone in David's downline.
- Suzy is a Key Coordinator and no one below her is a Key Coordinator or higher. Kathy earns 1% Infinity Bonus on Suzy's personal PV and the PV of everyone in Suzy's downline. Suzy earns 2% Infinity Bonus on the personal PV of her First Generation leaders and on the PV of everyone in their downlines.
- Carol is a Senior Coordinator with two First Generation Business Leaders: Denise is a Director and Kevin is a Master Coordinator. Kathy earns 3% Infinity Bonus on Carol's personal PV and the PV of everyone in Carol's downline, down to but excluding Kevin and his downline. Kathy does not earn an Infinity Bonus on Kevin or anyone downline from Kevin because Kevin is also a Master Coordinator, and his Infinity Bonus percentage is the same as Kathy's percentage.
- Sam is a Senior Director with a First Generation Senior Key Coordinator, Edward. Kathy earns 3% Infinity Bonus on Sam's personal PV and on the PV of everyone in Sam's downline, down to but excluding Edward and his downline. Kathy earns 0.5% Infinity Bonus on Edward's personal PV and on the PV of everyone in Edward's downline. (Kathy qualifies at 3% and Edward qualifies at 2.5%, so Kathy earns the 0.5% difference).
- Mary is an Executive Coordinator and no one below her is a Key Coordinator or higher. Kathy earns 3% Infinity Bonus on Mary's personal PV and on the PV of everyone in Mary's downline.

- Nancy is a Senior Master Coordinator. Kathy does not earn an Infinity Bonus on Nancy or anyone in Nancy's downline.

***Reminder: Level Bonuses and Infinity Bonuses are "Stackable"***

The Level 1 and Level 2 Bonuses are paid in addition to other bonuses Directors and higher can earn on the same PV.

For example, when your First Generation Director is also Level 1 to you, you earn the 10% Level 1 Bonus on the PV from the First Generation Leader's personal Product Purchases and that of that First Generation Leader's Personal Customers, in addition to the 6% Generation Bonus. The same is true of the Level 2 Bonus.

**Example:**

Master Coordinator Terry personally sponsored Ambassador Josie, who in turn personally sponsored Ambassador Kevin and Ambassador Amanda. Josie advances to Sr. Director and Kevin advances to Director. Amanda stays as an Ambassador and is included in Terry's First Generation under Josie.

Master Coordinator Terry is paid as follows:

	<b>Generation Bonus</b>	<b>Level Bonus</b>	<b>Infinity Bonus</b>	<b>Total</b>
On Josie & Josie's Personal Customers	6% First Generation	10% Level 1 Bonus	3% Infinity Bonus	19%
On Amanda & Amanda's Personal Customers		2% Level 2 Bonus		11%
On Kevin & Kevin's Personal Customers	6% Second Generation Bonus	2% Level 2 Bonus	3% Infinity Bonus	11%

### **Infinity Matching Bonus**

When you qualify as a Sr. Key Coordinator or higher, you become eligible to be paid a Matching Bonus on the Infinity Bonus earnings of the first downline Business Leader in any leg who matches your Paid as Title. The Matching Bonus percentage increases as Paid as Title increases:

<b>Paid As Title</b>	<b>Infinity Match %</b>
Sr. Key Coordinator	10%
Master Coordinator	15%
Sr. Master Coordinator	20%
Presidential Master Coordinator	25%

No Matching Bonus is paid if there is an intervening leader with a higher Paid as Title.

**Example:**

Master Coordinator Mary is First Generation to Presidential Master Peter. Mary has three Business Leader Legs that include Master Coordinators.

- Master Coordinator Marvin is First Generation to Mary. Master Coordinator Melissa is Fourth Generation to Marvin. Marvin and Melissa each earn \$5000 in Infinity Bonuses. Mary earns 15%

(\$750) of the \$5000 Marvin earned in Infinity Bonuses, and Marvin earns 15% (\$750) of the \$5000 Melissa earned in Infinity Bonuses.

- Master Coordinator Mark is Third Generation to Mary, with a Coordinator and a Senior Director in between them. Mark earns \$1000 in Infinity Bonuses. Mary earns 15% of \$1000, or \$150.
- Master Coordinator Mandy is Second Generation to Mary, and the intervening First Generation Business Leader is Presidential Master Patricia. Mary does not earn a Matching Bonus on Mandy's Infinity Bonuses, because there is an intervening Business Leader with a higher title. Mary's upline, Peter, will earn 25% of the Infinity Bonuses earned by Patricia.

## **Presidential Master Organization Bonus**

*Shaklee keeps rewarding you as you increase in rank, and when you achieve the highest rank, you are eligible to earn a patented infinity bonus.*

Presidential Master Coordinators are eligible to be paid an additional infinity bonus when they develop Presidential Master Coordinators in one or more Business Leader Legs within their Organizations. The bonus is paid on PV and is paid truly to infinity, as follows:

- A Paid As Presidential Master Coordinator is eligible to receive ½% of the entire PV in the Organization of the first Paid As Presidential Master Coordinator downline in a given leg, down to but excluding the PV in the Organization of the second Paid As Presidential Master Coordinator down that leg.
- A Paid As Presidential Master Coordinator is eligible to receive ¼% of the entire PV in the Organization of the second Paid As Presidential Master Coordinator downline in a given leg, down to but excluding the PV in the Organization of the third Paid As Presidential Master Coordinator down that leg.
- A Paid As Presidential Master Coordinator is eligible to receive 1/8% of the entire PV in the Organization of the third Paid As Presidential Master Coordinator downline in a given leg, down to but excluding the PV in the Organization of the fourth Paid As Presidential Master Coordinator down that leg.
- A Paid As Presidential Master Coordinator is eligible to continue to receive half of the previous percentage on the PV in the Organization of each succeeding Paid As Presidential Master Coordinator down to but excluding the PV in the Organization of the next Paid As Presidential Master Coordinator, until there are no more Paid As Presidential Master Coordinators in that leg.

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## **Reorganizations**

Shaklee does not recommend that Members or Ambassadors, regardless of their rank, move from one Sponsorship Line to another (except by means of responsoring after terminating their Agreement and fulfilling the applicable waiting period).

If movement is necessary, the rules below must be observed. Shaklee will not under any circumstances approve a request for reorganization that does not have all the required signatures. All reorganization requests must be accompanied by the fee specified on the Reorganization Application to cover administrative costs. See the current Shaklee Incentives Booklet for further policies respecting reorganizations and certain incentive programs.

## **Reorganization of Members or Ambassadors Below the Title of Director**

**Single:** This encompasses the movement of one Shaklee Ambassador or Member.

The Ambassador or Member must apply to Shaklee for reorganization by signing and submitting a Reorganization Application Single. The application must also be signed by the following:

- The Ambassador's or Member's current sponsor,
- The Ambassador's or Member's Business Leader of record, and
- The new Business Leader of record, if different.

Multiple: This encompasses the movement of more than one Ambassador or Member.

The Ambassador or Member must apply to Shaklee for reorganization on behalf of themselves and their downline, down to but excluding any Directors or higher, by signing and submitting a Reorganization Application for Groups. The application must also be signed by the following:

- The Ambassador's or Member's current sponsor,
- The Ambassador's or Member's current Business Leader of record,
- Any intervening Ambassadors or Members between the Ambassador or Member and the current Business Leader of record
- The next five (5) current upline Business Leaders, if the Ambassador or Member will have a new Business Leader of record
- The new Business Leader of record, if different from the current Business Leader of record

### **Business Leader-Requested Reorganization**

A Business Leader may move an Ambassador or Member whom they have personally sponsored, under another Ambassador in their Organization provided that the Business Leader completes and submits a Sponsor Reorganization Application to Shaklee within three months of sponsoring the Ambassador or Member. No fee is required. After the three-month period has elapsed, transfers from one sponsor to another may only take place by submitting a Reorganization Application Single or Reorganization Application for Groups with all required signatures.

This reorganization option is open only to Business Leaders. The three-month period will be determined based on the entry date on file in Shaklee's records.

### **Transfer of Online Sponsorships**

From time to time new prospects may accidentally sign up on the wrong Personal Website, or under the wrong sponsor, through no fault of the website owner. In those cases, the new Member or Ambassador and/or their current Business Leader of record may complete and submit a Reorganization Application within 30 days of signing up online to be transferred to the correct sponsor.

After 30 days, transfers from one sponsor to another may only take place by submitting a Reorganization Application Single or Reorganization Application for Groups with all required signatures.

### **Reorganization of Directors with Sponsorship Line Movement**

Requests for reorganization of Directors and above, with or without their Organization, will be permitted under the following circumstances:

- Approval of the six current upline Business Leaders, and
- Approval of the Status Review Board.

If the reorganization includes the Business Leader's Organization, Shaklee will give courtesy notification of the proposed reorganization to the Business Leader's downline Business Leaders. If the proposed reorganization will

result in an increase in title, Shaklee may withhold the new title for a period of up to one year. This includes eligibility to earn bonuses and incentives at the new title.

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## Volume Transfers

Ambassadors who have sufficient Qualifying Volume from their personal orders and any Volume Transfers to their account may transfer QV and PV to other Ambassadors subject to the following terms. A Volume Transfer Fee will be charged to the transferring Ambassador for each Volume Transfer made.

- All transfers will include equal amounts of QV and PV.
- Business Leaders may not transfer any amounts out of their account in any given month that would bring their volume below the level required for them to maintain Director Title.
- No Ambassador may transfer more than 250 QV/PV total to any other Ambassador in a given month, nor may any Ambassador transfer out of their account more than 500 QV/PV in total in a given month.
- No Ambassador may receive, whether directly or indirectly (including by transfers to Ambassadors in the Ambassador's downline), more than 250 QV/PV transferred from all sources combined in any given month.
- No volume transfers may be made from anyone in the Shaklee Compensation Plan to anyone in an older compensation plan.
- QV and PV credits for all sales in any given month to an Ambassador or Member under another Business Leader must be transferred to the purchasing Ambassador or Member. Any transfers to Ambassadors under another Business Leader will be included in the 250 QV/PV maximum of that Member or Ambassador, of the Member or Ambassador's Business Leader of record and of any Ambassadors or Members who intervene in the sponsorship line between the Ambassador or Member and the Business Leader of record.
- As 30 for 30 Bonuses, Sales Commissions and the POP Rebate are paid on the Purchase Price of a product order, none of these bonuses will be paid on transferred volume, nor will a Volume Transfer count toward Purchasing Customer Count or Customer Sales.
- Transferred QV/PV will be included in Customer Volume and Personal Team Volume, as well as Organizational Volume and OV Outside the Strongest Leg, but is not included in Customer Sales.
- Shaklee reserves the right to reject any transfers that it deems to be manipulation of the Compensation Plan.

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## Fees and Charges

### Insufficient Funds/Chargebacks

Orders must be paid for at the time the order is placed by either an EFT or a credit card. If Shaklee receives a notice from a bank that an Electronic Funds Transfer or any other payment has been denied for any reason, a fee equal to 2% of the face amount of the denied payment (\$15 minimum) will be assessed. The 2% fee will be reflected on the Bonus Statement. The Company, in its sole discretion, may place an Ambassador on No EFT (NFT) status on either a temporary or permanent basis. Shaklee reserves the right to verify that bank balances are sufficient to cover the cost of orders.

In the event that there is a balance owed to Shaklee, Shaklee will deduct it from bonuses earned, and the deduction will be reflected on the Bonus Statement. If the balance owed exceeds the bonus earned it will be

carried forward to the next month, and Shaklee will charge the Ambassador a 1% fee on the overdue amount or the maximum fee allowed by law, whichever is less.

## **Re-routing Fees**

Any Shaklee Ambassador who provides the Company with an incorrect address for delivery of product may be assessed a re-routing fee at the Company's discretion.

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## **Amendments to the Compensation Plan**

As provided in Section 1 of the P&R, Shaklee may amend the Agreement (including this Compensation Plan) from time to time. Amendments will be effective thirty (30) days after notice that the Agreement has been amended has been sent to Members and Ambassadors via email at the email address on file with Shaklee. Members and Ambassadors agree that thirty (30) days after such notice, any amendment becomes effective and is automatically incorporated into the Agreement as an effective and binding provision. A Member or Ambassador may opt out of any proposed amendments by terminating his or her Agreement prior to the effective date of such proposed amendments. After the effective date of any amendment, a Member's or Ambassador's continuation of their Membership or Ambassadorship, acceptance of bonuses or commissions, purchase of Shaklee products, or access or use of the Shaklee Ambassador back-office tools constitutes acceptance of the amended Agreement. Unless expressly agreed to by a Member or Ambassador, amendments shall not be retroactive to conduct that occurred prior to the effective date of the amendment.

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## **Glossary of Terms**

### ***Active Customer***

A Member or Retail Customer with a product order of any size in a month.

### ***Active Volume***

Active Volume is the total Qualifying Volume from (i) an Ambassador's personal Product Purchases and (ii) the Product Purchases of new Members and/or Retail Customers personally enrolled by that Ambassador in that month.

An Ambassador must have 75 in Active Volume monthly to be eligible to earn bonuses other than the 30 for 30 Bonus.

### ***Ambassador I (AMBI)***

An Ambassador who does not have 75 Active Volume in a month. An Ambassador I is eligible to earn 30 for 30 Bonuses.

### ***Ambassador II (AMBII)***

An Ambassador II is an Ambassador who has at least 75 Active Volume in a month. An Ambassador II is eligible to earn 30 for 30 Bonuses, Sales Commissions, the POP Rebate, and the 6% Level 1 Bonus.

### ***Ambassador III (AMBIII)***

An Ambassador III is an Ambassador who has at least 75 Active Volume and 500 Personal Team Volume in a month. An Ambassador III is eligible to earn 30 for 30 Bonuses, Sales Commissions, the POP Rebate and the 8% Level 1 Bonus.

***Business Leader***

Any Shaklee Ambassador who qualifies in a month at the title of Director, Senior Director, Coordinator, Senior Coordinator, Executive Coordinator, Sr. Executive Coordinator, Key Coordinator, Sr. Key Coordinator, Master Coordinator, Sr. Master Coordinator, Presidential Master Coordinator.

***Business Leader Leg***

A First Generation Business Leader and that First Generation Business Leader's entire Organization.

***Customer Sales***

Customer Sales is the sum of the Purchase Prices of the orders of your Personal Customers in a month.

When a Member or Retail Customer upgrades to Ambassador, any of their orders placed prior to the upgrade will be considered Customer orders and will count for your Customer Sales, Customer Volume and Active Customer Count for the month. Any orders placed with or after the upgrade will be considered Ambassador orders.

Similarly, if an Ambassador is reclassified to Member, any orders placed prior to the reclassification will be considered Ambassador orders. Any orders placed after the reclassification will be considered Customer orders and will count for your Customer Sales, Customer Volume and Active Customer Count from that point forward.

***Customer Volume***

Customer Volume is the total Qualifying Volume from your Personal Customers in each month.

***Director Team***

Your Director Team begins with the first Ambassador in your Organization and includes all Ambassadors and their Personal Customers down to but excluding any Director or higher and anyone below that Business Leader.

***Director Team Bonus***

Directors and higher are eligible to earn a Director Team Bonus of 6% on all of the PV in their Director Team.

***First Generation Business Leader***

The first Ambassador qualified for and maintaining Director rank or higher down any Sponsorship Line.

***Generation***

A Business Leader and all of the Ambassadors, Members and Retail Customers in their Organization, down to but excluding anyone with the title of Director or higher and anyone below that Director or higher.

***Home Market***

The country in which a Shaklee Member or Ambassador resides and has executed a *Shaklee Application* (or equivalent, as the name of the application may vary slightly from country to country) which has been accepted by Shaklee.

For purposes of title and bonus qualifications and payment, the U.S. and Canada are considered a single Home Market. Nevertheless, one must meet the eligibility requirements established by Shaklee U.S. to become a Shaklee Member or Ambassador in the U.S. and must meet the requirements established by Shaklee Canada to become a Shaklee Member or Ambassador in Canada.

### ***Level 1 Ambassador***

When you personally sponsor or one of your Members personally refers an Ambassador, that Ambassador is your Level 1 Ambassador, regardless of the Level 1 Ambassador's title. This relationship will change only in the following limited circumstances:

- 1) If one of your Personal Customers upgrades to Ambassador. The upgraded Personal Customer will become your Level 1 Ambassador.
- 2) If a Member who referred your Level 1 Ambassador decides to upgrade to Ambassador themselves. In this case, the Member who upgrades becomes your Level 1 Ambassador and the Ambassador who was previously your Level 1 Ambassador becomes your Level 2 Ambassador.
- 3) If your Level 1 Ambassador is reclassified to Member or their Agreement with Shaklee is terminated. In this case, the reclassified Ambassador and their Personal Customers are now your Personal Customers and count for your Customer Sales, Customer Volume and Purchasing Customer Count and you are eligible to be paid Sales Commission on their Product Purchases rather than a Level 1 Bonus. Your "Level 1 upline" (i.e., the Ambassador who has you as a Level 1 Ambassador) now counts the reclassified Ambassador and their Personal Customers as part of their Level 1. If additional Ambassadors below your Level 1 Ambassador are also reclassified to Member, they and their Personal Customers are now your Personal Customers and count for your Customer Sales, Customer Volume and Purchasing Customer Count and you are eligible to earn a Sales Commission on their Product Purchases. Any Ambassadors below those who are reclassified remain on the same Level with respect to you as they were prior to the reclassification(s).

### ***Level 2 Ambassador***

Your Level 2 Ambassador is an Ambassador of any title who is a Level 1 Ambassador of your Level 1 Ambassador.

### ***Master Leg***

A Master Leg is any Business Leader Leg that contains at least one Paid as Master Coordinator, Sr. Master Coordinator or Presidential Master Coordinator. To be considered a Master Leg, there must be at least one Paid As Master Coordinator or higher within that Sponsorship Line. (Regardless of the number of Master Coordinators, Sr. Master Coordinators or Presidential Master Coordinators in a given Business Leader Leg, that Business Leader Leg shall be considered as a single Master Leg.)

### ***Organization***

All Shaklee Members and Ambassadors of any title in all Sponsorship Lines extending from and below any given Shaklee Ambassador.

### ***Organizational Volume (OV)***

The Qualifying Volume from the personal Product Purchases of a Shaklee Ambassador plus the Qualifying Volume from the personal Product Purchases of each Shaklee Ambassador, Member and Retail Customer in their entire Organization. Volume from Foreign Markets is adjusted by a factor which may fluctuate from time to time to reflect changes in exchange rates and other factors.

### ***Organizational Volume Outside the Largest Leg (QOV)***

An Ambassador's Organizational Volume, excluding the Organizational Volume of the First Generation Business Leader with the most Organizational Volume.

### ***Original Sponsor***

The first sponsor of a Shaklee Member or Ambassador (i.e., the sponsor at the time the application of a Shaklee Member or Ambassador was accepted by Shaklee).

### ***Pay on Personal (POP) Rebate***

Ambassadors who are qualified as Ambassador II or higher earn the POP Rebate on their personal Product Purchases up to \$750 each month when they have at least one Active Customer that month. The POP Rebate pays on the Purchase Price of the Ambassador's Product Purchases at the same rate at which the Ambassador is paid Sales Commission on their Personal Customers' Product Purchases.

### ***Personal Customers***

All of an Ambassador's Members and Retail Customers down to but excluding the first Ambassador or higher in any line.

### ***Personal Team Volume***

With respect to any Ambassador, Personal Team Volume includes:

1. The Qualifying Volume from the Product Purchases of the Ambassador's Personal Customers
2. The Qualifying Volume from the Ambassador's personal Product Purchases up to a maximum of 500 Qualifying Volume.
3. The Qualifying Volume from the Product Purchases of each Level 1 Ambassador (regardless of rank – i.e., including Business Leaders), and the Qualifying Volume from the Product Purchases of that Level 1 Ambassador's Personal Customers (collectively "Ambassador Volume"), up to a maximum of 500 Ambassador Volume per Level 1 Ambassador.

The limitation of 500 Ambassador Volume per Level 1 Ambassador is waived until January 1, 2025.

### ***Product Purchases***

Product Purchases consist of Products that are commissionable (i.e., items that have a Product Point Value) that are purchased by a Retail Customer, Member or Ambassador. Shipping & Handling, taxes, and items that have no Product Point Value, such as Member kits, Ambassador starter kits, sales aids, or Shaklee Style merchandise, are not included in Product Purchases and no commissions are paid on anything other than Product Purchases.

### ***Purchase Price***

The total price of all Product Purchases on an order, at the price paid. Purchase Price does not include Shipping & Handling, taxes, or items that have no Product Point Value, such as Member kits, Ambassador Starter Kits, sales aids, or Shaklee Style merchandise.

### ***Purchasing Customer Count***

The number of an Ambassador's Personal Customers who have a product order of any size in each month.

### ***Qualifying Volume (QV)***

Each Shaklee product is assigned a point value referred to as QV. QV is the basis for calculating the volumes required for rank – Active Volume, Customer Volume, Personal Team Volume, Organizational Volume (OV) and OV Outside the Strongest Leg (QOV).

### ***Sales Commission***

Ambassadors qualified at Ambassador II or higher are eligible to earn a Sales Commission of 10-40% of the Purchase Price on the Product Purchases made by their Personal Customers.

### ***Shaklee Member***

Anyone who has submitted a properly completed *Member Application* and whose application has been accepted by Shaklee U.S., LLC, or by Shaklee Canada as applicable.

### ***Shaklee Ambassador***

Any person who has signed a *Shaklee Individual Ambassador Application*, *Business Entity Ambassador Application*, or *Tax-Exempt Entity Application*, whose application has been accepted by Shaklee U.S., LLC, or Shaklee Canada, as applicable, has (if in the U.S.) provided their Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) and Employer Identification Number where applicable, or Social Insurance Number (SIN) or Business Number in Canada where applicable, has purchased an Ambassador Starter Kit, and holds the title of Ambassador I or higher.

### ***Sponsorship Line***

The relationship that is created when a Shaklee Member or Ambassador enrolls a new Member or Ambassador into Shaklee. A Sponsorship Line extends above or upward from each new Member or Ambassador in the following sequence to include all individuals in a single Sponsorship Line:

- The new Member or Ambassador;
- The Ambassador that personally sponsored the new Member or Ambassador;
- The Ambassador that personally sponsored the Ambassador in the bullet above and so on.

In the case of resignations, terminations or Shaklee-approved reorganizations to a new Sponsorship Line, the following sequence of events and relationships occurs and is referred to as a “roll-up”:

- Shaklee removes the departed Shaklee Member or Ambassador from their Sponsorship Line;
- That Sponsorship Line closes up; and
- Those who were sponsored directly by the departed Shaklee Member or Ambassador now consider the sponsor of the departed Member or Ambassador to be their immediate sponsor, however there is no change to the Original Sponsor.

### ***Title***

Appointed Title – Any of the titles achieved with the necessary requirements at the time of promotion.

Paid As Title – The title for which a Shaklee Ambassador meets all requirements and the title at which the Ambassador is eligible to be paid bonuses.

### ***Unjust Enrichment***

Shaklee has established a time limit to prevent Leadership Bonuses (Generation, Infinity, Infinity Matching and Presidential Master Organization Bonuses) paid on established leaders, from being paid to new Directors who intervene in the Sponsorship Line above the established Business Leaders, or to reinstated Directors who have not provided leadership to their Business Leaders for a long time.

Any potential Director in a Sponsorship Line between an upline Business Leader and a First Generation Business Leader must qualify and advance to the rank of Director within one year of the most recent advancement date of the First Generation Business Leader in order to be entitled to Leadership Bonuses on that First Generation Business Leader. The newly advanced Director must continue to qualify as a Director for six consecutive months in

order to retain continuing rights to Leadership Bonuses. Failure to achieve Business Leader rank in 12 months, or to maintain for six consecutive months, will result in the permanent loss of sponsorship rights and rights to Leadership Bonuses on the First Generation Business Leader and their Organization. The Sponsorship Line will be permanently broken above the First Generation Business Leader and will be reconnected under the next eligible upline sponsor. If there are any former Business Leaders above the First Generation Business Leader who have been retitled for less than 12 months, the Sponsorship Line will instead be broken above the former Business Leaders and reconnected under the next eligible upline sponsor.

If a retitled Business Leader is reinstated to Director title less than 12 months after that Business Leader's last retitling date, they will begin receiving Leadership Bonuses for which they are qualified immediately after reinstatement but must continue to qualify as a Director for six consecutive months in order to retain rights to Leadership Bonuses and sponsorship rights.

*Example:* Business Leader Filomena sponsors Ambassador Graciela who in turn sponsors Ambassador Juan. Juan advances to Director effective for the January 2024 commission period. In order to retain sponsorship rights to Juan and his Sponsorship Group, Graciela must advance to Director effective no later than the January 2025 commission period and must continue to qualify as a Director for six consecutive months (if she advanced effective January 2025, Graciela would have to qualify as a Director for the January through June 2025 commission periods).

*Example:* Business Leader Stacy is the sponsor of former Business Leader Tim, who was retitled to Ambassador III effective for the January 2024 commission period. Tim, in turn, is the sponsor of former Business Leader Wendy, who was retitled effective for the June 2024 commission period, and Wendy is the sponsor of Business Leader Andrew. Andrew maintains Business Leader title continuously from the January 2024 commission period through the January 2025 commission period. Tim does not regain Business Leader title by the January 2025 commission period and therefore loses all sponsorship rights to Andrew and Andrew's Sponsorship Group. But Wendy has not yet lost sponsorship rights to Andrew and Andrew's Sponsorship Group, because she has been retitled for less than 12 months. So, the Sponsorship Line is broken at Wendy, and Stacy becomes Wendy's sponsor.