

## PLEXUS PERKS REWARDS PROGRAM TERMS

Effective Date: October 14, 2020

**PLEASE READ THESE TERMS CAREFULLY. BY PARTICIPATING IN THE PLEXUS PERKS REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED BY REFERENCE. NOTE THAT SECTION 7 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH, IF APPLICABLE TO YOU, AFFECTS YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PARTICIPATE IN THE PLEXUS PERKS REWARDS PROGRAM.**

These Plexus Rewards Program Terms (“*Rewards Terms*”) apply to your access to and participation in the Plexus Perks Rewards Program (“*Rewards Program*”), which is operated by Plexus Worldwide, LLC or its affiliates, (collectively, “*Plexus*”, “*our*”, “*us*” or “*we*”). These Rewards Terms do not alter in any way the terms or conditions of any other agreement you (“*you*” or “*Ambassador*”) may have with Plexus for other products and services. In addition, these Rewards Terms complement and incorporate by reference the [Plexus Ambassador Agreement](#), [Website Terms of Use](#), [Policies and Procedures](#), Subscription Terms, and [Compensation Plan](#), and you warrant and agree that your participation in the Rewards Program is subject to the releases and indemnification obligations stated in the preceding agreements.

In the event of any conflict between the Plexus Ambassador Agreement, the Plexus Terms and Conditions, the Plexus Policies and Procedures, the Compensation Plan, Subscription Terms, and these Rewards Terms, the Plexus Ambassador Agreement will control (which includes the Policies and Procedures) followed by these Rewards Terms.

*Plexus reserves the right to change, modify, and/or eliminate the Rewards Program and/or all or any portion of these Rewards Terms or any policy pertaining to the Rewards Program at any time and in its sole discretion, including the right to discontinue or change the benefits or change the expiration date of Perk Credits (defined below) received under the Rewards Program, merge the Rewards Program with another rewards program, or to adjust how Perk Credits are earned, calculated, or redeemed. If we make changes, we will post the amended Rewards Terms and update the “Effective Date” above. We may also attempt to notify you in other ways. Unless we say otherwise, the amended Rewards Terms will be effective immediately and your continued participation in the Rewards Program after the amended terms are posted will confirm your acceptance of the changes. If you do not agree to the amended Rewards Terms, you must stop participating in the Rewards Program.*

### 1. Program Description

The Rewards Program is a free-to-join Ambassador loyalty program that allows Ambassadors to earn promotional Plexus Perk credits (“*Perk Credits*”) through monthly subscription orders, as stated in Section 3 below. Perk Credits may be redeemed as promotional credits on future subscription orders as stated in Section 5. These Rewards Terms govern the Rewards Program and how it will apply to your participation. The Rewards Program is only a promotional loyalty program to reward Ambassadors for their activities with Plexus and your Perk Credits will not result in increases to your Pay Levels, status, or other benefits under the Plexus Ambassador Agreement, Policies and Procedures, and Compensation Plan, which will remain unchanged. For more information about Perk Credits and the Rewards Program, see <https://helpcenter.plexusworldwide.com/hc/en-us/articles/360034042192>.

### 2. Eligibility

The Rewards Program is open only to verified Ambassadors that have agreed to the [Ambassador Agreement](#) and are currently residing in the 50 United States or the District of Columbia. Current Plexus employees and contractors, and immediate family members of current Plexus employees and contractors, are not eligible to participate in the Rewards Program.

### 3. Joining the Rewards Program

There are no membership fees associated with the Rewards Program. To sign up for the Rewards Program, you must be a verified Ambassador and agree to these Rewards Terms. Once enrolled in the Rewards Program, you can view your Perk Credits and manage your account through your Perks Portal found on your “My Account” page. You may only have one Rewards Program account, and it is nontransferable.

#### 4. Earning Points

You will earn Perk Credits based on subscription purchases made through your Plexus Ambassador account or by otherwise participating in Plexus Rewards Program promotional activities. How to earn Perk Credits and related policies follow.

- a. **Purchases.** In order to receive Perk Credits for a purchase, you must have a qualifying Plexus subscription order of 100 PV or more while you are logged into your Plexus Ambassador account. You will earn Perk Credits based on the amount of personal volume (“**PV**”) received from each eligible product (“**Eligible Product**”) that your subscription order purchases in a calendar month as follows:

Monthly PV Amount	# of Perk Credits
100-149 PV	100 Perk Credits
150-199 PV	150 Perk Credits
200+ PV	200 Perk Credits

**You will not receive any Perk Credits for subscription orders of Eligible Products that total under 100 PV in the month. We will calculate Perk Credits based on the total PV during the monthly period and Perk Credits will not be split across orders or months.** Monthly periods are based on the calendar month. For example, if you order 80 in PV on October 1 and 80 PV on October 28 (a total of 160 PV), you will receive a total of 150 Perk Credits for that month (see table above). **Perk Credits will be earned at the time in which the purchase of the Eligible Product actually occurs.** For example, if setting a future qualifying subscription order for two months later, you will not receive credit for such order until the purchase occurs two months later.

**If you do not either (a) have a total subscription order of Eligible Products of 100 PV or more for a given month; or (b) schedule a future qualifying subscription order of Eligible Products of 100 PV or more for a future month, then previously-awarded Perk Credits will be surrendered in 3 days, as stated in Section 6 below. All potential Perk Credits are subject to verification by Plexus and you will not earn Perk Credits for any activities that in Plexus’s discretion violate these Rewards Terms or are otherwise fraudulent, deceptive, or abusive.** Perk Credits will begin to be accrued on the date on which you enroll and agree to these Rewards Terms, and you will not receive any Perk Credits for subscription orders or purchases before your enrollment.

You can manage your subscriptions orders at any time in your Perks Portal in My Account webpage. To get there, after becoming a new Ambassador, simply click on your initials in the upper right corner of the Plexus website. This will take you to the My Account dashboard where you can manage your subscription.

**Effect of Refunds:** PV is calculated based on the terms set forth in the [Compensation Plan](#) and these Rewards Terms. Orders that are refunded will be deducted from your PV. For example, if a refund results in the monthly PV becoming less than 100 PV, no Perk Credits will be awarded for that period, while if a refund results in the monthly PV going from 160 PV to 120 PV, 100 Perk Credits will be awarded pursuant to the table above. Purchases from any successor website or any other websites owned or operated by Plexus are not eligible for Perk Credits or other benefits unless otherwise indicated. If you request a refund on Eligible Products that were purchased using your Perk Credits, the Perk Credits will not be refunded back into your balance of Perk Credits in your account. Perk Credits cannot fall below a zero balance. Your Perk Credits balance will be shown on your My Account page.

- b. **New Enrollment Bonus:** When you agree to the Subscription Terms to set up a qualifying subscription order of 100 PV or more and you purchase a welcome pack (“**WP**”) of \$99 or more within 30 days of new enrollment, you will receive 250 Perk Credits. For your first month’s purchase of the WP and any other

“Eligible Products,” you will not receive additional Perk Credits. For example, if you purchase a \$199 WP and \$300 in Eligible Products during your first month, the total number of Perkins Promo Credits that you will receive for that month is 250 (your enrollment bonus only). Limit one new enrollment bonus per Ambassador.

- c. **Promotional Activities and Events:** From time to time, we, or others acting with our permission, may offer you opportunities to earn bonus Perk Credits, such as by inviting you to engage with Plexus in promotional events or activities in exchange for Perk Credits (collectively, “*Promotional Activities*”). Whether to offer such Promotional Activities is at our discretion. Any Promotional Activities (and the terms of each Promotional Activity) may be communicated to you via email, via the Rewards Program page, or any other form of communication as determined by Plexus. Perk Credits for participation in Promotional Activities will be awarded as described in the applicable promotional offer and will be subject to any additional terms stated in the promotional offer.

## 5. Using or Redeeming Rewards Program Points

- a. **Timing:** Perk Credits may be redeemed as early as the second subscription order (provided enough Perk Credits have processed from the first order) and any month following the month in which they are earned (beginning December 1st, 2019), subject to the expiration and surrender terms stated in Section 6 and the redemption instructions in 5.b below.
- b. **Redemption Instructions:** In order to redeem your Perk Credits, you must (1) have enough Perk Credits to redeem a specific product (which will be specified on your account); and (2) have at least one future qualifying subscription order inputted into your account (which may be an order only for the Perk Credits if you wish only to exhaust your remaining Perk Credits). As long as you have a current or scheduled future qualifying subscription of 100 PV or more, you may redeem your existing Perk Credits, subject to the 12-month rolling expiration stated in Section 6. To redeem your Perk Credits, go to your Perks Portal on your My Account page and click “Redeem Perks.” Delivery of products using Perk Credits is subject to shipping and handling fees. If you wish to redeem your Perk Credits via a customer service representative, please visit <https://helpcenter.plexusworldwide.com/hc/en-us/articles/360018292211-Plexus-Worldwide-s-Contact-Information> to locate your Customer Service contact’s number.

Perk Credits are promotional, may only be redeemed on Eligible Products, are not redeemable for cash, and have no cash value. Your Perk Credits and your Rewards Program account are personal to you and may not be sold, transferred (by operation of law or otherwise), or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You are responsible for any taxes related to your participation in the Rewards Program.

## 6. Perk Credits Expiration and Surrender

**12-Month Rolling Expiration:** Perk Credits will expire on a rolling 12-month basis while you maintain an qualifying subscription order of 100 PV or more (meaning an order for the current month or a future month of Eligible Products of 100 PV or more through your account). For example, if you are awarded 100 Perk Credits on January 7, 2020 and 100 Perk Credits on March 7, 2020, provided that you keep a qualifying subscription order of 100 PV or more each month, 100 Perk Credits will expire on January 31, 2021 and the other 100 Perk Credits would expire on March 31, 2021.

**3 Days Inactive Subscription Surrender:** If you turn off all current and future qualifying subscription orders of 100 PV or more, you will surrender your existing Perk Credits 3 days after you turn off such qualifying subscription order(s) in your account, unless you enter another qualifying subscription order of 100 PV or more (for the current month or a future month) of Eligible Products through your account within such 3 days. For clarity, you will keep all Perk Credits if you have any qualifying future subscription order of 100 PV or more (e.g., 3 months later). Contact your Customer Service contact with questions or for redemption of Perk Credits. Visit <https://helpcenter.plexusworldwide.com/hc/en-us/articles/360018292211-Plexus-Worldwide-s-Contact-Information> to locate your Customer Service contact’s number.

## 7. Dispute Resolution

- a. If a dispute arises relating to any relationship, contractual or otherwise, between or among Plexus, its officers, employees, members, partners, Ambassadors, or vendors or arising out of any products sold by Plexus, the parties agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.
- b. If such efforts are unsuccessful for any reason, either party may serve a notice of arbitration ("**Notice of Arbitration**") on the other party. Notice of Arbitration will be personally delivered or sent by prepaid registered mail, courier, facsimile transmission, email or by such other means of telecommunication that provides a record of sending the Notice of Arbitration and will be effective on receipt thereof by the party to whom it is addressed. The Notice of Arbitration will be dated, and, without prejudice to any right under the applicable rules permitting subsequent modifications, will specify the claims or issues which are to be arbitrated. The parties will schedule an arbitration to occur in Maricopa County, Arizona, U.S.A. within 45 days of receipt of the Notice of Arbitration.
- c. THE PARTIES SPECIFICALLY AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF THE DISPUTE IN A TIMELY, EFFICIENT AND COST- EFFECTIVE MANNER, THEY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SHALL SETTLE THEIR DISPUTE SOLELY BY SUBMITTING THE CONTROVERSY TO BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("A.A.A.") THEN IN EFFECT, EXCEPT THAT ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE.
- d. The parties shall attempt to select a mutually agreeable arbitrator from A.A.A.'s Panel of Arbitrators. If the parties cannot agree on an arbitrator or an arbitrator is not selected by agreement within five (5) business days of receipt of the Notice of Arbitration and paying of the filing fees, an arbitrator shall be selected in accordance with the Commercial Rules of A.A.A.
- e. The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction to enter the judgment. Either party may elect to participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of this Dispute Resolution Policy shall be governed by Arizona law, without regards to Arizona's conflict of laws principles. NOTE: Louisiana resident distributors may choose to arbitrate contract disputes in Louisiana and Louisiana law will govern the contract.
- f. The parties agree that any arbitration proceeding will be conducted on an individual, not a class-wide, basis, and that any proceeding between the parties may not be consolidated with another proceeding between one of the parties and any other entity or person. **THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO CLASS-WIDE TREATMENT OF ANY CLAIM COVERED BY THIS AGREEMENT AND DISPUTE RESOLUTION POLICY.**
- g. The parties further expressly agree that (i) the arbitrator shall only reach his/her decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, in Maricopa County, Arizona, (iii) the party in whose favor the arbitration award is rendered shall be entitled to recover all costs and expenses of the arbitration including, but not limited to, legal fees, expert or other professional fees, and the cost and expense of administration of the arbitration proceedings, and any costs and legal fees incurred in executing on or enforcing the arbitration award, and (iv) the arbitral award shall be issued in Maricopa County, Arizona, U.S.A.
- h. The parties, A.A.A., and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose to any other person not directly involved in the arbitration process: (i) the

substance of, or basis for, the controversy, dispute, or claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration; or (iii) the terms or amount of an arbitration award. A.A.A. and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary.

- i. Except as provided in the following sentences, no party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this Dispute Resolution Policy, either party may apply to a court of competent jurisdiction in Maricopa County, Arizona, to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive relief to arbitration. Judgment upon the award may be entered by the United States District Court or Maricopa County Superior Court located in the State of Arizona, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be, if the arbitrator's award or decision is not complied with within 7 days of the arbitrator's decision.
- j. Arbitration in accordance with the terms of this Dispute Resolution Policy shall be the sole and exclusive procedure for resolution of disputes between the parties, including any disputes that might arise after termination of these Rewards Terms.
- k. Notwithstanding the foregoing, any revision, modification, amendment to, or termination of the Dispute Resolution contained in these Rewards Terms shall not apply to a dispute of which Plexus has actual notice of prior to the effective date of such revision, modification, amendment or termination. The effective date of any such revision, modification, amendment or termination shall be 30 days after the revision, modification, amendment or termination is posted on the Company website at [www.plexusworldwide.com](http://www.plexusworldwide.com).

## **8. Privacy**

Please review our [Privacy Policy](#) to understand our privacy practices.

## **9. Miscellaneous**

Without notice to you, Plexus reserves the right to suspend or terminate your account and/or your participation in the Rewards Program if Plexus determines in its sole discretion that you have violated these Rewards Terms, you have more than one account, or that the use of your account or your participation in the Rewards Program is unauthorized, deceptive, fraudulent, abusive, or otherwise unlawful. Plexus may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. If your participation in the Rewards Program is terminated, you may not be able to redeem any accumulated Perk Credits. The use of the term “include,” “includes,” or “including” in these Rewards Terms is illustrative and not limiting. Plexus may change, modify and/or eliminate the Rewards Program and/or all or any portion of these Rewards Terms or any policy pertaining to the Rewards Program at any time and in its sole discretion.

If you have any questions or if you are dissatisfied with the Rewards Program in any way, please visit <https://helpcenter.plexusworldwide.com/hc/en-us/articles/360018292211-Plexus-Worldwide-s-Contact-Information> to locate your Customer Service contact's number.