

For purposes of this Agreement, Amway Dominican Republic LLC shall be hereinafter referred to as "Amway DR", and "Amway" shall mean any or all of Amway International Inc., any parent, subsidiary, affiliate, branch or successor thereof, including Amway DR, as applicable.

**AGREEMENT TO MEDIATE AND ARBITRATE DISPUTES** – Amway DR and its IBOs mutually agree to resolve all claims and disputes arising out of or relating to an Independent Business, the IBO Contract as defined in Rule 1.1 of the Amway Rules of Conduct ("Rule" or "Rules"), as well as disputes involving Business Support Materials ("BSM"), as defined in Rule 7, under the Dispute Resolution Procedures described in the Rules, specifically Rule 11. The Rules shall be part of this IBO Registration Agreement ("Agreement") and are incorporated by reference. A copy of the Rules is available to review at [www.amway.com.do](http://www.amway.com.do).

I agree to submit any dispute I may have with another IBO, a former IBO, Amway DR, or an Approved Provider of BSM as defined in Rule 7; or with any officers, directors, agents, or employees of those parties; or with any parent, subsidiary, affiliate, predecessor or successor of Amway DR or any of their officers, directors, agents, or employees; to non-binding mediation under Rule 11.4. I further agree that if any claim or dispute cannot be resolved by good faith efforts in non-binding mediation under Rule 11.4, I will submit any remaining claim or dispute arising out of or relating to my Independent Business, the IBO Contract (including any claim against another IBO, a former IBO, Amway DR, or an Approved Provider of BSM; or with any officers, directors, agents, or employees of those parties; or with any parent, subsidiary, affiliate, predecessor or successor of Amway DR or any of their officers, directors, agents, or employees), or disputes involving BSM or Approved Providers of BSM, to binding arbitration in accordance with Rule 11.5. The arbitration award shall be final and binding and judgment may be entered upon it by any court of competent jurisdiction. Demand for arbitration shall be made within 2 years after the claim arose, but in no event after the date when the initiation of legal proceedings would have been barred by the applicable statute of limitations, subject to the tolling provision in Rule 11.5.5. I acknowledge that this Agreement evidences a transaction involving interstate commerce. The Federal Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. The agreement to mediate and arbitrate under Rule 11 is reciprocal and binds Amway, IBOs and Approved Providers.

The Arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable.

**BUSINESS SUPPORT MATERIALS** – Some IBOs and Amway DR accredited third-party providers ("Approved Providers") offer optional BSM to IBOs (See Rule 7 for more information). I UNDERSTAND THAT THE PURCHASE OF BSM IS PURELY VOLUNTARY. MOREOVER, IBOS AND APPROVED PROVIDERS ARE PROHIBITED FROM SELLING BSM TO, OR OTHERWISE EARNING REVENUE FROM, IBOS DURING THEIR FIRST CONTRACT YEAR WITH AMWAY. I UNDERSTAND THAT I MAY NOT BUY BSM BEFORE OR DURING MY FIRST CONTRACT YEAR WITH AMWAY OR SELL BSM TO ANY OTHER IBO IN THEIR FIRST CONTRACT YEAR. ONCE I RENEW MY IBO CONTRACT, IN DECIDING WHETHER OR NOT TO PURCHASE BSM, I WILL USE MY OWN GOOD JUDGMENT AND ENSURE THAT MY EXPENDITURES ARE CONSISTENT WITH MY GOALS AND WITH THE PROFITABILITY OF MY BUSINESS, AND MAY PURCHASE BSM ONLY AFTER I HAVE ASSESSED MY OWN NEEDS. BSM ARE OFFERED SEPARATELY FROM THE AMWAY DR BUSINESS BY IBOS AND APPROVED PROVIDERS THAT ARE NOT OWNED OR OPERATED BY AMWAY DR. I further understand that Amway DR does not earn any revenue from my purchase of BSM from IBOs or Approved Providers; some IBOs and Approved Providers earn income (which is not paid by Amway DR) from the sale of BSM to IBOs; IBOs and Approved Providers are required to meet Amway DR's Quality Assurance Standards for BSM (See Rule 7); I have rights to a refund from the seller under certain circumstances. In addition, Amway DR offers optional free training for IBOs in marketing and merchandising.

**REGISTRANT(S)** – I certify that all of the information above is complete and correct, including my sponsoring IBO. I have read and agree to adhere to the terms of this Agreement, including the Amway DR Terms and Conditions. I need only select the Amway DR Business Services & Support portion in the Amway DR process to become an IBO. I certify that in deciding to become an IBO I have relied solely on the earnings representations and information contained in the Plan. I

certify that I have received, read, and understood the Amway Income Disclosure. I understand how compensation is earned and the typical earnings of an IBO.

## AMWAY DR TERMS AND CONDITIONS

1. Authorization and Contract. The Amway opportunity is available in the U.S., Canada, Dominican Republic, Puerto Rico, U.S. Virgin Islands, Jamaica, Guam, the Pacific Islands of American Samoa, Federated States of Micronesia, Marshall Islands, Northern Mariana Islands, Palau, Wake Island, and all authorized Atlantic & Caribbean islands operating under the Plan (the "Region"). By executing the IBO Registration Agreement ("Agreement"), you apply for legal authorization to become an Amway DR IBO and enter into a contract with Amway DR. Your contract with Amway DR includes all of the terms in this Agreement, any renewal form(s) executed or authorized by you, the Plan as defined in Rule 2.1 of the Amway Rules of Conduct, the Rules in effect at the time you execute this Agreement, and any Entity Agreement for IBOs or modifications to the Plan or Rules that become effective during the term of your contract ("IBO Contract"). You acknowledge that prior to signing this Agreement you have received, read and understood the Amway Income Disclosure that contains the average profits, earnings, and sales figures and percentages as published by Amway DR, that you have read and understood the Amway DR Business Reference Guide including the Plan and the Rules, which are incorporated into this Agreement and made a part of it as if restated in full, as posted on [www.amway.com.do](http://www.amway.com.do), and that you have read and agree to all terms set forth in this Agreement. You understand that there is no cost to become an IBO and that products or support items are optional. Amway DR reserves the right to reject any application for any reason.

2. Continuing Your IBO Contract. (i) If you have registered with Amway prior to January 1, 2022 and have one month in which you generate positive Personal Volume ("PV") without generating any Verified Customer Sales ("VCS") you must generate VCS that is equal to at least 60% of your PV in one of the next five consecutive months. If you fail to meet this requirement, Amway will terminate your IBO Contract and Amway will refund the Amway Business Services & Support cost and IBOAI membership renewal fee to you, if you paid such costs for the current calendar year. Amway will provide you with the option to join Amway's Preferred Customer program for as long as eligibility to join the Preferred Customer program remains open, and subject to the Terms and Conditions of the Preferred Customer program. (ii) If you have registered with Amway on or after January 1, 2022 and have one month following the month in which you register in which you generate positive PV without generating any VCS, in order to continue your IBO Contract you must generate VCS that is equal to at least 60% of your PV in one of the next five consecutive months. If you fail to meet this requirement, Amway will terminate your IBO Contract and Amway will refund the Amway Business Services & Support cost and IBOAI membership renewal fee, if you paid such costs for the current calendar year. You may continue as a Customer, but you will not be eligible to join Amway's Preferred Customer program.

3. Expiration and Renewal. You must maintain a current authorization in order to preserve your rights as an IBO, including all rights of sponsorship with IBOs and Customers (as defined in Rule 2.3) you register. The term of your IBO Contract expires on December 31st each year. To remain an IBO, you must annually submit prior to December 31st a request to renew the IBO Contract. The required annual Amway Business Services & Support renewal cost will be charged to your payment method indicated herein: (a) on or after January 1 of the year following your first contract year, or (b) at the time of your request for renewal in any subsequent contract year. In the event you elect automatic renewal after your first contract year, you agree to continue to abide by the terms of your IBO Contract, as it may be amended from time to time in accordance with Rules 10 and 11. Note that if this Agreement is processed between September 1 and December 31, the term of your first IBO Contract year will automatically include the next calendar year. Amway reserves the right to reject your renewal request or revoke your renewal agreement under Rule 3.7. If at any time from September 1 to December 31 of the year preceding the year for which the IBO is renewing, the total value in Dominican Republic Pesos of the annual business renewal cost is not within ten (10%) percent of the total value of the US annual business renewal cost converted in Dominican Republic Pesos based on the exchange rate published by the United States Federal Reserve, Amway reserves the right to revise the IBO's annual business renewal cost at any time during the year of the renewal to an amount equal to the US annual business renewal cost converted in Dominican

Republic Pesos rounded to the nearest Dominican Republic Peso. If Amway does revise the IBO's annual business renewal cost, Amway will post the revised cost on Amway's website ([www.amway.com.do](http://www.amway.com.do)) and the revised annual business renewal cost will apply to any renewal made on or after the date of such post.

4. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of Amway DR, your sponsoring IBO, or any other IBO. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products and services available through and by Amway DR on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. Amway DR will not provide you with a place of business, and if you desire a place of business other than your own residence, you will be responsible for procuring, furnishing, and paying the rental for such place of business. As a self-employed independent contractor, you are responsible for complying with any business licensing requirements. With respect to services performed by you under your IBO Contract, you will not be treated as an employee for tax purposes, and you will be responsible for payment of any self-employment and other income taxes.

5. Presenting the Plan. You agree when presenting the Plan to do so in accordance with Rule 5 and the QAS Content Standards, including the requirement to be truthful, accurate and not misleading, and to convey realistic expectations about potential earnings related to the Amway business. In presenting the Plan to Prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by Amway DR. You agree to provide all prospective IBOs with access to the Amway Income Disclosure that contains the average profits, earnings, and sales figures and percentages as published by Amway DR, consistent with the requirements of Rule 5 and the QAS Content Standards.

6. Selling Product and Refunds. You understand and agree that you are registering with Amway to promote and sell Amway products and must do so consistent with the IBO Contract. You agree that you will not sell any Nutrilite® Food Supplement products until you have read the Responsibility Statement included in the Business Reference Guide, and you agree to make no representations or claims about any products beyond those shown on product labels and/or in Amway DR-authorized literature. You agree to inform Customers of the Satisfaction Guarantee in accordance with Rule 4.9. You further agree to sell products available through or by Amway only in authorized territories, including all of the countries and territories of the Region except for the United States and Canada, and to be bound by all sales tax collection agreements between Amway DR and the various taxing jurisdictions, if any, as well as the related rules and procedures established from time to time by Amway DR to effectuate those agreements. You may earn retail margin and additional income as set forth in the Plan, but there are no sales quotas or minimum purchase requirements to be an IBO. However, as provided in Paragraph 2 above, if you generate Personal Volume without generating any Verified Customer Sales, we may withhold payments for commissions under the Plan or terminate your IBO Contract. You may return products that you have purchased for a refund in accordance with Rules 4.9, 4.10 and 4.11.

7. Payment Process. Amway may use a third-party vendor to pay you bonuses and/or other monies earned by you under the Plan. You agree to (i) register with any such vendor of Amway's choosing and continue to be registered with any such vendor of Amway's choosing, which is subject to change, as long as you remain an IBO, including agreeing to the vendor's currently applicable terms and conditions, if any, and (ii) provide any such vendor with all information it requires, which may include but is not limited to a primary email address and tax identification number, to allow the vendor to make payments to you on behalf of Amway. The current vendor's registration and other requirements for making payments to you can be found at [www.amway.com.do/paymentvendor](http://www.amway.com.do/paymentvendor).

8. Amway DR's Proprietary Information and Trade Secrets. You recognize and agree that, as further set forth in Rule 6, LOS information (as defined in Rule 2.9), constitutes a commercially advantageous, unique and proprietary trade secret owned by Amway DR. During the term of your IBO Contract, in accordance with and subject to compliance with Rule 6 and any other related Rules or procedures, Amway DR grants you a limited, non-exclusive, non-transferable and revocable license to use LOS Information and other Proprietary Information, such as confidential business reports, manufacturing and product developments, and IBO sales, earnings and other financial reports only as necessary to

facilitate your Amway DR business as contemplated under the Rules and other terms of your IBO Contract. You acknowledge the substantial value of LOS Information and other Proprietary Information to Amway DR and agree to maintain all LOS Information and other Proprietary Information in strictest confidence and to use it only as authorized by Amway DR. You further agree to not disclose any LOS Information or other Proprietary Information to any third party, or to use LOS Information or other Proprietary Information in connection with any other businesses. Upon expiration or termination of your Independent Business, you agree promptly to return any and all LOS Information or other Proprietary Information to Amway DR and immediately discontinue any further use thereof. This covenant shall survive the expiration or termination of your IBO Contract for any reason.

9. Non-Competition Agreement. In accordance with Rule 6.2, you agree that during the period while you are an IBO, and for six months following expiration or termination of your Independent Business, you will not compete with Amway DR. This covenant shall survive the expiration or termination of your IBO Contract for any reason.

10. Non-Solicitation Agreement. In accordance with Rule 6.2, you agree that during the period while you are an IBO, and for two years following expiration or termination of your Independent Business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other IBO to compete with the business of Amway DR. This covenant shall survive the expiration or termination of your IBO Contract for any reason. You further agree in accordance with Rule 6.3 that while you are an IBO, you will not (i) sell, offer to sell or promote other business opportunities, products, or services in connection with the Plan; or (ii) solicit, directly or indirectly, other IBOs whom you did not personally sponsor in order to sell, offer to sell, or promote other products, services, or business opportunities, investments, securities, or loans not offered through or by Amway DR.

11. Independent Business Owners Association International (IBOAI). When you register as an IBO, there is no cost for you to become a member of the IBOAI, a trade association that represents the interests of IBOs and consults with Amway on a wide variety of issues that affect your business. If you decide to renew your IBO Contract, at the time of renewal each year you may also choose to remain a member of the IBOAI and the annual IBOAI membership renewal fee, which Amway collects on behalf of the IBOAI, will be charged to your payment method indicated herein: (a) on or after January 1 following your first contract year, or (b) at the time of your choice to renew your IBOAI membership in any subsequent contract year. If you decide that you do not want to be a member of the IBOAI, you can end your IBOAI membership by making a request to Amway Dominican Republic LLC by mail at Autopista Duarte Km. 13, Esq. Prolongación Av. 27 de Febrero, Santo Domingo or by email at [customerservice@amway.com](mailto:customerservice@amway.com). More information about the IBOAI can be found in the Business Reference Guide and at [IBOAI.com](http://IBOAI.com).

12. IBOBA. When you register as an IBO, you also become a member of the Independent Business Owners Benefits Association (IBOBA), at no cost to you. IBOBA is a non-profit association, managed by its Trustees to promote the interests of IBOBA members at the local, state and federal government levels, to use the power of group buying to make available to the members, at various costs to the members, certain benefits and services such as travel programs, including automobile rental and hotel discounts, insurance, non-insurance healthcare discounts, and to provide educational information and forums. For as long as your IBO Contract remains effective, you will remain a member of IBOBA. More information about these and other benefits and services available through IBOBA can be obtained from DR Customer Service at [servicioalclienterd@amway.com.do](mailto:servicioalclienterd@amway.com.do) or 809-372-5587.

13. Images / Recordings / Consents. You agree to permit Amway DR to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by Amway DR for any lawful purpose, and without compensation. You understand that you may cancel this authorization by sending a certified letter stating such cancellation to Business Communications (52-1G), 7575 Fulton Street East, Ada, MI 49355. You agree that, subject to Amway DR's policies and procedures and Privacy Statements, Amway DR may obtain, record, use, hold, transfer, dispose of and otherwise process such of your personal and business information as may be necessary to enable Amway DR to fulfill its obligations under your IBO Contract, or which Amway DR determines is expedient to support its business operations and the management of the Line of Sponsorship.

14. Personal and Business Data. You agree to obtain, record, use, hold, transfer, dispose of and otherwise process personal information about Customers, other Amway DR IBOs or any other person (however and whomever obtained from) only in accordance with your IBO Contract. Unless otherwise provided by Amway DR, you shall (i) only use such personal information for your own Amway DR business and for no other purpose(s); (ii) comply with your obligations regarding privacy and data security as set forth in your IBO Contract; and (iii) comply with like privacy and data security obligations to those imposed on Amway DR under applicable laws in respect of such information.

15. Termination by Notice or Upon Breach. You may terminate your IBO Contract at any time prior to expiration by written communication to Amway. Amway DR may terminate your IBO Contract as a result of breach of any of the provisions of your IBO Contract. Amway DR may also take actions short of termination of your IBO Contract, if you breach any of its provisions. In determining what actions to take in the event of breach of the IBO Contract, Amway DR may consider without limitation the nature and severity of the breach, whether the breach can be or has been cured following notification by Amway DR of the existence of the same, and whether there are multiple simultaneous, serial or repeating breaches. If you do not agree with action taken by Amway DR under this paragraph, you may submit your dispute to the Dispute Resolution Procedures as provided in Rule 11.

16. Modification of Terms. The terms of your IBO Contract may be modified as specified in Rules 10 and 11.

17. Jurisdiction and Governing Law. Except to the extent that the Federal Arbitration Act applies to Rule 11, the formation, construction, interpretation, and enforceability of your IBO Contract shall be governed by Michigan law, without giving effect to any choice of law or conflicts of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Michigan. The place where the IBO Contract is made is Michigan. Notwithstanding the language of this Agreement, the English language version of the IBO Agreement shall govern.

18. Miscellaneous. The provisions of your Contract are severable. In the event that an arbitrator or court of competent jurisdiction determines any portion of the IBO Contract is unenforceable in any respect, then it shall enforce the rest of the IBO Contract to the fullest extent permitted by law without affecting the enforceability of the remaining provisions of the IBO Contract. No waiver of any default or breach of any provision of your IBO Contract, or failure to enforce rights contained herein, shall operate as or be deemed a waiver of any subsequent default or breach. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of your IBO Contract, including all documents incorporated herein by reference, embody the whole agreement between you and Amway DR and supersede any prior agreements, understandings and obligations between you and Amway DR concerning the subject matter of your contract with Amway DR.

I HAVE READ AND UNDERSTOOD THE INFORMATION IN THE INCOME DISCLOSURE FOUND AT [AMWAY.COM.DO/INCOME-DISCLOSURE](https://www.amway.com.do/income-disclosure), INCLUDING THE STATEMENT THAT FOR CALENDAR YEAR 2023, THE AVERAGE INCOME FOR ALL U.S. REGISTERED IBOS AT THE FOUNDERS PLATINUM LEVEL AND BELOW WAS \$841 BEFORE EXPENSES. IN 2023, 32% OF ALL U.S. REGISTERED IBOS HAD NO REPORTED SALES, DID NOT SPONSOR ANOTHER IBO, AND DID NOT EARN ANY COMPENSATION FROM AMWAY; 66% OF ALL U.S. REGISTERED IBOS RECEIVED A PAYMENT FROM AMWAY IN AT LEAST ONE MONTH FOR SALES THAT OCCURRED DURING 2023.

I AGREE TO ABIDE BY THE RULES, WHICH ARE FOUND IN THE AMWAY BUSINESS REFERENCE GUIDE AND, INCORPORATED HEREIN BY REFERENCE. I UNDERSTAND THE RULES ARE AVAILABLE AT [AMWAY.COM.DO](https://www.amway.com.do).