

# Juice Plus+ Franchise-Partner-Contract

UAE  
**Healthy Starts  
Food Supplements Trading L.L.C**

Female     Male

First Name .....

Surname .....

House No. and Street .....

2. Address .....

Town/City Home .....

Tel No. Mobile .....

Tel No. ....

## Bank account (for payment of commission)

IBAN

BIC/Swift Code

Name of Bank .....

Account holder .....

Date of birth (dd/mm/yy) .....

E-Mail .....

**By my signature I make a binding application to become a Franchise-Partner of Healthy Starts Food Supplements Trading L.L.C. (Juice Plus+). I accept the Terms and Conditions stated overleaf. Healthy Starts Food Supplements Trading L.L.C will accept the application by email confirmation and communicate my personal identity number to me. Only applications with complete and correct data may be taken into consideration**

### PRIVACY POLICY

By signing this registration form, the Franchise-Partner agrees that Healthy Starts Food Supplements Trading L.L.C saves and processes their personal data stated in the registration form or communicated in electronic form or otherwise within and in accordance with the applicable Data Privacy laws and regulations. The Franchise-Partner also agrees that Healthy Starts Food Supplements Trading L.L.C can make this data available, in compliance with the Healthy Starts Food Supplements Trading L.L.C compensation plan, to other members of the Juice Plus+ sales organization within the country and abroad and to the affiliated companies of the international Healthy Starts Food Supplements Trading L.L.C group with registered offices within the country and abroad. This shall also apply if this data is saved and processed for such purpose outside the Middle East Area. In the case of a termination of the contractual relationship, such data will be deleted at the end of Healthy Starts Food Supplements Trading L.L.C internal clearing phase (12 months), unless otherwise provided for by the statutory obligation to retain such data. Franchise-Partners should recognize that the submission of personal data and information is essential for the agreement and its execution.

Franchise-Partners shall not store, process, or transmit customer credit or debit card nor banking information but rely on the Juice Plus+ UAE Virtual Office. When receiving a customer's credit or debit card or banking information the Franchise-Partner encourage the customer **NOT** to send the information by email or text message. If any credit or debit card data or banking information is stored, it is stored only in paper reports or copies of receipts.

The Franchise-Partner agrees to receive information and the newsletter of Healthy Starts Food Supplements Trading L.L.C by email and is entitled to withdraw this authorization at any time.

Franchise Partner applicant .....  
(Applicant must personally sign here)

Date .....

Direct Upliner .....  
(Direct Upliner must personally sign here)

Date .....

Direct Upliner Name .....

Direct Upliner Franchise ID .....

### Send the original application form to:

**Healthy Starts Food Supplements Trading L.L.C, Iris Bay Building, 7th Floor Unit 713, Business Bay, Dubai, UAE  
P +971 4 512 5711, E-mail: [booking.ae@juiceplus.com](mailto:booking.ae@juiceplus.com), Website: [www.juiceplus.com](http://www.juiceplus.com)**

### The license AED 100.00.— shall be paid by:

VISA     MASTERCARD     DEBIT CARD/MAESTRO

NAME ON CARD: .....

CARD NUMBER:

ISSUE NUMBER (if applicable):

START DATE:     EXP DATE:

Healthy Starts Food Supplements Trading L.L.C, Iris Bay Building, 7th Floor Unit 713, Business Bay, Dubai, UAE  
P +971 4 512 5711 E-mail: [booking.ae@juiceplus.com](mailto:booking.ae@juiceplus.com), Website: [www.juiceplus.com](http://www.juiceplus.com)

THE *Juice* PLUS+ COMPANY

# INTERNATIONAL FRANCHISE-PARTNER AGREEMENT

## 1. BASIS OF COOPERATION:

**1.1.** The company Healthy Starts Food Supplements Trading L.L.C. (Hereinafter referred to as Juice Plus+) is a registered company organized and existing under the laws of UAE with trading license NO 819558 issued from DEVELOPMENT ECONOMIC DEPARTMENT, sells healthy nutritional food products to consumers by way of direct selling. The Juice Plus+ distribution system consists of Franchise-Partners offering the products of Juice Plus+ by way of direct selling to consumers for purchase. The system is based on the Juice Plus+ compensation plan. This Plan, along with the Franchise-Partner Contract and the applicable Rules of Conducts determines the tasks of the Franchise-Partners by their respective functional position within the distribution organization. Furthermore, the Juice Plus+ compensation plan determines the performance requirements a Franchise-Partner must fulfill in order to reach the functional positions available within the organization and to obtain the rewards for the successful fulfillment of his contractual duties.

**1.2.** The Franchise-Partner and Juice Plus+ will cooperate in the implementation and realization of the Juice Plus+ distribution system and the protection of the integrity of the system. Within this scope the Franchise-Partner will carry out his activities in person as an independent. This means that only an individual person can become a Franchise-Partner (In-Person Rule). This person acts only its own name and not by a third person or under the name of a third person without any direct or indirect labor relationship. Such person must observe the specific rules of the Juice Plus+ distribution system, the Juice Plus+ compensation plan and any applicable guidelines issued by Juice Plus+ (Juice Plus+ Global Code of Conduct & Social Media Codex). The compensation plan and the guidelines shall form an integral part of this Agreement.

## 2. REGISTRATION, TASKS AND STATUS OF THE FRANCHISE-PARTNER:

### 2.1. REGISTRATION

The contract will be deemed concluded offline if the Franchise-Partner has sent the enclosed application form as a hard copy after completion of all items and signature (without modifications, additions and/or deletions) together with potential documents or self-certifications to Healthy Starts Food Supplements Trading L.L.C if locally required and to Healthy Starts Food Supplements Trading L.L.C, at its discretion and after revision of the fulfillment of the requirements stated below, has expressly accepted the application by mail or email. The contract will only be deemed concluded online if the Franchise-Partner has completed all items of the official online registration form published on the internet by Healthy Starts Food Supplements Trading L.L.C, confirmed the terms of the contract by clicking on the respective button and sent it to Juice Plus+, and if Juice Plus+ has confirmed and accepted the application by email. Healthy Starts Food Supplements Trading L.L.C the compensation plan may be downloaded and printed when submitting the contract online.

### 2.2. MINIMUM REQUIREMENTS FOR THE CONCLUSION OF A CONTRACT

- a) The applicant must have full legal capacity.
- b) The applicant, his or her spouse/life partner and/or family members living with him or her in the same household must not have been active during the past 12 months (1 year) in a Juice Plus+ organization and not have sent in an application through another Direct Upliner. In case of infringement against the In-Person Rule (point 1.2), Healthy Starts Food Supplements Trading L.L.C is entitled to terminate this contract without notice or to restructure the downline.
- c) There must not exist any personal reasons with regards to the applicant which are contrary to the economic interests of Healthy Starts Food Supplements Trading L.L.C. Mainly the applicant may not be insolvent, no insolvency proceeding may be pending and/or the applicant may not be previously convicted.
- d) The applicant must pay the Healthy Starts Food Supplements Trading L.L.C annual administrative fee set forth under number 2.6 d.

### 2.3. TASKS

- a) Sales activity: The Franchise-Partner sells Juice Plus+ products or promotes the collection of purchase orders of those products among private consumers by way of direct selling. In addition, the Franchise-Partner facilitates contracts for delivery to the end users' homes by way of direct selling.

- b) Setting up of a sales team: The Franchise-Partner may set up and take care of a sales team. This sales team shall exclusively be dedicated to the sale of products to end users. In this regard, the Franchise-Partner shall take the marketing plan as guidance.

### 2.4. STATUS AND STATUS OBLIGATIONS

The Franchise-Partner is an independent individual carrying out his activity in person without any employment relationship existing between the parties.

### 2.5. DISTRIBUTION TERMS

- a) Franchise-Partners may generally choose their distribution territory at their discretion in all countries opened-up by Juice Plus+, if Juice Plus+ has officially launched its products in these territories. The countries and the documents related to them are published on Virtual Office. In the case of international customer contacts, the documents and forms available for the respective countries are to be used.
- b) For the distribution of products the Franchise-Partner must ensure that the presentation of the products is adequate for dietetic products and dietary supplements, also through using health experts. If a form of distribution does not offer customer advice or is inadequate for the image of the products, it is not suitable for this purpose. This applies in particular to the sale on weekly markets, bazaars and Internet auctions (e.g. eBay). In order to protect its franchise system, in case of contravention Juice Plus+ reserves the right to terminate the contractual relationship with immediate effect.
- c) Spouses, life partners and other family members living in the same household may only be active as Franchise-Partners within one and the same distribution group/downline.

### 2.6. BEHAVIOUR WITH REGARD TO CONSUMERS, OTHER DUTIES, LICENSE

- a) The Franchise-Partner must refrain from any behavior that misleads the customer about the reason of being contacted and must promptly end a sales conversation when this is desired by the customer. Without the customer's express consent, the Franchise-Partner shall not contact end users by telephone or email. Within the scope of his activity as a Franchise-Partner, the Franchise-Partner shall not pursue purposes other than his business activities (e.g. religious, political or ideological purposes).
- b) Personal Orders, including the administration fee, exceeding an amount of AED 5,000 are not accepted during the first seven (7) days from signing this contract from Franchise-Partners residing in the UAE. Furthermore, the order volume of the Franchise-Partner in all countries is limited to an amount of AED 10,000 during the first thirty (30) days after signing.
- c) The Franchise-Partner shall ensure that the products distributed by him are only distributed in the product version admitted in the respective country. The Franchise-Partner is not allowed to export or import products or change their labeling.
- d) The Franchise-Partner shall pay to Healthy Starts Food Supplements Trading L.L.C an annual administrative fee in the amount of AED 100.00. For this fee the Franchise-Partner will receive support from Healthy Starts Food Supplements Trading L.L.C in the distribution of products and management of end users. In the event that Healthy Starts Food Supplements Trading L.L.C should not accept the application, the administration fee already paid will be refunded. After a period of one (1) calendar year the administrative fee is payable again to Healthy Starts Food Supplements Trading L.L.C. If the administrative fee is not paid within 30 days of the due date, Healthy Starts Food Supplements Trading L.L.C shall reserve the right to terminate the Franchise-Partnership agreement with immediate effect without any prior notice.

## 3. ADVERTISING, SALES PROMOTION AND INTERNET:

**3.1.** When carrying out his contractual activities, the Franchise-Partner shall introduce himself with his business title as an Independent Franchise-Partner.

**3.2.** The Franchise-Partner shall not use the company name or the Juice Plus+ trademark or any other trademarks and product names of Juice Plus+ unless they are used for Juice Plus+ advertising or sales promotion measures and their use has been approved by Juice Plus+.

**3.3.** When carrying out sales activities and setting up his business, the Franchise-Partner shall not make statements about the products and the sales system of Juice Plus+ that do not correspond to those contained in the official advertising and sales promotion documents of Juice Plus+.

**3.4.** The creation and commercial use of digital media platforms for the presentation of products and/or the distribution system in the Middle East shall only be permitted with Healthy Starts Food Supplements Trading L.L.C written approval. Such digital media platforms must be created in accordance with Juice Plus+'s guidelines and standard. In particular, in order to avoid misunderstandings, it must be ensured that the digital media platforms of the Franchise-Partner are not confused with any official Healthy Starts Food Supplements Trading L.L.C or Global Juice Plus+ digital media platforms.

**3.5.** Healthy Starts Food Supplements Trading L.L.C operates its own Healthy Starts Food Supplements Trading L.L.C websites on various digital media platforms, such as Facebook, YouTube and Twitter. These digital media platforms are regularly updated. To avoid any confusion, the Franchise-Partner is not allowed to register and/or operate his own digital media platforms under the name Juice Plus+ or similar business designations, trademarks or designs/logotypes owned by Juice Plus+, both separately or combined with another business designation. Juice Plus+'s social media codex is part of this contract.

**3.6.** The domain and email addresses of the Franchise-Partner must not contain the names Juice Plus+ or any other trademarks or business designations of Juice Plus+.

**3.7.** When carrying out his business activities, the Franchise-Partner shall use, distribute or recommend to the members of the distribution organization exclusively documents that have been issued by Juice Plus+ in printed, electronic or in other form. The Franchise-Partner may only use his own advertising or PR material, regardless of the form in which it is published, if such material corresponds with the samples made available by Juice Plus+ for this purpose or has been approved in writing by Juice Plus+. This applies in particular to the marketing plan. The information regarding reward must be transparent and must not be exaggerated. When using individual digital media platforms pre-approved by Juice Plus+, the Franchise-Partner shall place a link to the official Juice Plus+ digital media platforms and realize product sales (his shop sales) exclusively through the official Juice Plus+ sales channels.

#### **4. COMPETITION AND SECRECY:**

**4.1.** The Franchise-Partner shall be allowed to sell other products and services where such offers do not compete with the current product range offered by Juice Plus+. However, it is not allowed to present or promote these offers together with the product range offered by Juice Plus+ at the same sales or promotion events. The Franchise-Partner shall inform Juice Plus+ in writing of any such additional sales or promotional activities.

**4.2.** The Franchise-Partner shall not induce other Juice Plus+ Franchise-Partners to sell other products or services, or otherwise promote such products or services in addition to or instead of their Juice Plus+-business activities. This shall also apply if such offers do not compete with the products offered by Juice Plus+.

**4.3.** The Franchise-Partner shall maintain secrecy during and beyond the termination of this contractual relationship in respect of all information about Juice Plus+ UAE, the other companies of the Juice Plus+ group, the product range and distribution system of which he has obtained knowledge, unless such information is publicly accessible. This obligation shall include all data and particulars about the members of the distribution organization, whether or not these members belong to the downline set up by the Franchise-Partner. Furthermore, the Franchise-Partner may use such information exclusively for the purposes of Juice Plus+.

#### **5. COMPENSATION:**

**5.1.** Through his distribution activities and the markup (if possible) he obtains, the Franchise-Partner achieves gross retail sales which form the basis of his profit

**5.2.** As compensation for setting up a distribution organization, the Franchise-Partner furthermore earns commissions and other compensation which are calculated in accordance with the compensation plan on the basis of the sales figures achieved by the members of his downline. The Franchise-Partner shall review the statements remitted to him and promptly inform Healthy Starts Food Supplements Trading L.L.C of any objections. The Franchise-Partner agrees to be deducted of any commission already paid for sales not successful, including any legal collection fee borne by Juice Plus+. In the event an instalment order goes to credit collection the Franchise Partner acknowledges and agrees that the relevant order commission will not be earned. Any abuse to reach earnings by infringement against the In-Persona Rule or the use of faked addresses or any other breach as identified by the applicable Rules of Conduct will lead to the termination of the contract.

#### **6. TAKING BACK OF PRODUCTS ORDERED BY CONSUMERS:**

**6.1.** Healthy Starts Food Supplements Trading L.L.C grants consumers the statutory right of revocation within a period of Fourteen (14) days starting with the delivery of products. The instruction concerning this right is printed on the customer order form. Since the products are not only by Healthy Starts Food Supplements Trading L.L.C but also with the exception of Italy by the Franchise Partner to the consumers, the Franchise Partners is obligated to apply this consumer-friendly rule also to his customers. If a customer returns products to the Franchise Partner due to information about his right of revocation, the Franchise Partner on his part shall be entitled to return these products to Healthy Starts Food Supplements Trading L.L.C. The Franchise Partner shall ensure in his own interest that the provision contained in the instruction on the right revocation are complied with by the customer. Healthy Starts Food Supplements Trading L.L.C is not obligated to take back products that are returned in compliance with the provisions contained in the instruction on the right of revocation.

#### **7. TERM AND TERMINATION OF THE AGREEMENT:**

**7.1.** This agreement shall be entered into for an indefinite period of time.

**7.2.** Each party may give notice of termination of this agreement in compliance with the statutory provisions.

**7.3.** In addition, each party may terminate this agreement for cause with immediate effect where maintaining the contractual relationship until the next date of termination is unacceptable to a party due to conduct of the respective other party. A warning prior to termination is not required, provided that the breach and its consequence cannot be remedied or provided that the kind and extent of the impending damage requires termination of the contractual relationship with immediate effect.

**7.4.** In case of termination of the agreement by the Franchise-Partner Healthy Starts Food Supplements Trading L.L.C may buy back all products purchased but unsold by the Franchise-Partner during the past 12 (twelve) months. In such case, the Franchise-Partner will be reimbursed 90% of the net value of the original purchase price, less shipping costs. This requires, however, that the products are in an up-to-date, resalable, absolutely undamaged condition with unopened packaging. The sell-by-date of food products must still be valid for at least six (6) months. Healthy Starts Food Supplements Trading L.L.C will deduct from the amount to be paid back to the Franchise-Partner all commissions, bonuses, discounts and other premiums that had been granted for the returned products.

**7.5.** After the termination of the contract, the Franchise-Partner, his or her spouse, life partner and/or other members of his or her household may not apply for a new partnership before the expiration of a period of Twelve (12) months. In case of infringement against the In-Persona-Rule (point 1.2), Healthy Starts Food Supplements Trading L.L.C is entitled to terminate this contract without prior notice or to restructure the downline.

**7.6.** Upon the termination of the contract, the distribution structure of the Franchise-Partner (downline composed of customers and Franchise-Partners) will be transferred to the next up-line level above him. Only in case of number 8.2. shall a different provision apply.

**8. TRANSFER OF THE CONTRACTUAL LEGAL POSITION, DEATH OF THE FRANCHISE-PARTNER, CHANGE OF THE SPONSORING LINE:**

**8.1.** Healthy Starts Food Supplements Trading L.L.C shall be entitled to transfer its contractual legal position at any time to a successor company which continues its contractual business activity in the same way and subrogates to all existing rights and obligations. If the Franchise-Partner does not consent to such transfer and promptly communicates this to Healthy Starts Food Supplements Trading L.L.C, the contractual relationship shall end after giving Fifteen (15) days prior written notice.

**8.2.** The tasks and duties of a Franchise-Partner must always be carried out in person. Accordingly, the contractual relationship will end with the death of the Franchise-Partner. However, Healthy Starts Food Supplements Trading L.L.C may offer an heir submitting a certificate of inheritance that he may assume the legal position of the Franchise-Partner, provided that in the opinion of Juice Plus+ UAE the heir fulfills the necessary requirements

**8.3.** A change of the Direct Upliner line to which the Franchise-Partner was assigned due to the Direct Upliner he designated in the registration form (cross Direct Upliner) is not possible. It is not permitted for Franchise-Partners to induce others to change the Direct Upliner line.

**9. MODIFICATION OF CONTRACTUAL PROVISIONS OR GUIDELINES, WRITTEN FORM, APPLICABLE LAW, JURISDICTION:**

**9.1.** Should Healthy Starts Food Supplements Trading L.L.C find that due to the interest of both parties in the continuance of the company or its marketing it is necessary to modify the provisions of this agreement, the compensation plan, the Franchise-Partner will be informed of such modification in writing or online with due time in advance. In such letter, the Franchise-Partner will be informed of the date of entry into force of such modification and of its effectiveness, unless the Franchise-Partner objects to such modification in writing/by email within a period of one (1) month from the receipt of such letter. In the that the parties are not able to reach a mutual agreement, Healthy Starts Food Supplements Trading L.L.C and the Franchise-Partner shall terminate the contract relationship as of the next date of termination

**9.2.** Individual modifications and amendments between the parties must be made in writing in order to be effective. This shall also apply to the written-form requirement itself.

**9.3.** Place of exclusive court jurisdiction shall be Dubai. All claims and disputes arising from this agreement shall be governed by the law of the United Arab Emirates.

**10. STATUTE OF LIMITATION:**

**10.1.** Any claims arising under this contractual relationship shall become statutebarred 1 year from their due date or 1 year from the date the person entitled to such claim has obtained knowledge of the facts giving rise to it, unless the party' s lack of knowledge is due to gross negligence.

**11. FINAL PROVISIONS:**

**11.1.** The parties to the contract confirm that these agreements, the compensation plan, Rules of Conduct, the Social Media Codex are the only contractual agreements they have entered into.

**11.2.** In the event that any provision hereunder should be invalid, this does not affect the validity of the remaining provisions of this contract