

ARIIX NEXTGEN TERMS & CONDITIONS

By participating in the ARIIX NextGen program (“**NextGen**”), each participant (“**Participant**”) acknowledges having read and understood, and agrees to adhere to and be bound by, this Terms & Conditions agreement (this “**Agreement**”). NextGen is administered by ARIIX LLC (“**ARIIX**”), located at 563 West 500 South, Suite 300, Bountiful, Utah 84010.

1. Program Overview. NextGen is a recognition program for new, high-performing ARIIX Representatives (“**Representatives**”). Its purpose is to encourage, motivate and challenge Representatives to develop into market leaders.

2. Criteria for Selection. At the end of each quarter, ARIIX will name thirty-two (32) Representatives to participate in NextGen. Each NextGen participant must be:

- i. a New Representative (defined as a Representative who enrolled in ARIIX during the current or previous calendar year); and
- ii. one of the top eight (8) New Representatives in terms of Power Ranking (the “NextGen 8”) in one of the following four ARIIX regions: (1) GC (China, Hong Kong); (2) NA (Australia, Canada, U.S., Mexico); (3) APAC (Japan, Taiwan, South Korea); (4) EU and CIS (UK, EU, CIS); (each a “Region”).

3. NextGen 8 Mentorship. Each of the NextGen 8 in each Region will receive direct mentorship from an ARIIX executive of his or her choice (so long as a higher ranking NextGen 8 in the same Region has not already chosen the same mentor). Choosing a mentor is a one-time opportunity. Should any NextGen 8 participant fall out of the NextGen 8 in the next calendar quarter, then said participant’s mentor (along with any other mentors still available) will be available to the new NextGen 8 participant. Once mentors have been chosen, mentors will communicate with Representatives as frequently as possible. Mentors will communicate via text, e-mail, Zoom meetings, and at a suitable time for both mentors and Representatives (taking into consideration the time difference, where applicable). If the messages are frequent, mentors might not be able to reply immediately due to unforeseen commitments or busy schedules, however, they will reply and communicate with the Representatives at least once in a 7-day period. The Zoom calls/ phone calls, between mentors and Representatives will happen twice during a 30-day period, subject to the mentor’s availability.

4. NextGen 8 AOR Opportunity Credits. At the end of the fourth quarter (i.e., the end of week 52), the NextGen 8 (as then composed) in each Region will receive the following AOR Credits:

#1 Ranking: 100,000
#2 Ranking: 50,000
#3 Ranking: 25,000
#4–8 Ranking: 10,000

5. NextGen Champions. At the end of each calendar year, the highest-ranked NextGen 8 (i.e., one (1) Representative) in each Region will be recognized as the **NextGen Champion** for that Region. Each of the four NextGen Champions will receive: (i) an exclusive recognition item; (ii) online recognition on ARIIX social media platforms; (iii) recognition throughout the next year; and (iv) a VIP experience during an upcoming ARIIX AOR Incentive Trip, provided that he or she use his or her AOR opportunity credits to join the trip. In addition, each NextGen Champion’s mentor will attend said trip and throw an exclusive party for the NextGen Champion and his or her team during said trip. Should the NextGen Champions decide to bring their team on the Incentive Trip,

the members of the team participating in said Incentive Trip will also have to redeem the set price of the trip in AOR opportunity credits. The exclusive party is subject to conditions and within a budget of 1000 USD.

6. Conditions.

- i. Partners Council members are not eligible to participate in NextGen.
- ii. None of the NextGen 8 will be eligible to participate in NextGen in any subsequent years.

7. Assignment. Participant may not assign any rights under this Agreement.

8. Participation as Acceptance. Participant’s continued participation in NextGen constitutes Participant’s acceptance of any changes to this Agreement. Participant is responsible for remaining knowledgeable of any changes ARIIX may make to this Agreement.

9. Compliance with Applicable Law. Participant agrees to comply with all applicable local, state, provincial and federal laws, rules and regulations related to multi-level or direct marketing and this Agreement.

10. Modification. ARIIX may at its sole discretion modify the terms and conditions of this Agreement at any time, with or without notice. ARIIX may terminate NextGen at any time.

11. No Warranties. ARIIX MAKES NO GUARANTEES, WARRANTIES OR REPRESENTATIONS OF ANY KIND CONCERNING NEXTGEN.

12. Release of Liability. ARIIX, its parent, subsidiaries, affiliated companies, directors, officers, shareholders, employees, assigns and agents (collectively, its “**Affiliates**”) will not be liable for, and Participant releases ARIIX and its Affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Program, including these Terms and Conditions. ARIIX and its Affiliates will not be liable for any costs incurred due to any acts outside of ARIIX’s control.

13. Indemnification. Participant further agrees to release ARIIX and its Affiliates from all liability arising from or relating to NextGen or participation in NextGen, and agrees to indemnify ARIIX for any liability, damages, fines, penalties or awards arising from any unauthorized conduct that Participant undertakes related to NextGen or participation in NextGen.

14. Choice of Law; Resolution of Disputes. This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. All disputes arising out of or in connection with this Agreement, including those involving the validity and enforceability of this clause, will be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. Said arbitration will take place in Salt Lake City, Utah and be conducted in the English language.