



# Business Reference Guide





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Use this guide to discover and learn more about how to earn income, understand the Rules of Conduct and find helpful business information.

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### **BUSINESS CONDUCT & RULES DEPARTMENT CONTACT INFO**

Email [BCR@amway.com](mailto:BCR@amway.com)

Phone 616-787-6712

Fax 616-787-7896

# INTRODUCTION

## Welcome to Amway

Congratulations, Independent Business Owner! You have started a great business supported by Amway – a family-owned company, built on the power of relationships. We want to make it as easy as possible for you to build your business, which is why we've put together this *Business Reference Guide*. Read over it to get started – and refer to it anytime you have a question about your business.

## Amway, IBOs and the IBOAI<sup>1</sup>

You're in business for yourself but never by yourself. Amway and Independent Business Owners (IBOs) work together every step of the way to move the business forward. Amway and IBOs also work with the Independent Business Owners Association International Inc.<sup>®</sup> (the IBOAI) to make positive changes that benefit all IBOs.

Let's take a look at the relationship between Amway, IBOs and the IBOAI.

Under the IBO Contract, Amway provides IBOs with the right to purchase products through Amway at IBO cost for resale, the right to sponsor others to become IBOs (once the new IBO has become eligible by selling \$325 in Verified Customer Sales), the right to qualify for bonuses under the Amway IBO Compensation Plan and a variety of support for IBOs and their customers. IBOs own and operate their own Independent Businesses (IBs) through which they sell Amway™ products and, once eligible, may sponsor others to do the same. As independent contractors, IBOs are required to comply with the IBO Contract including the Rules of Conduct, but otherwise have the freedom to work how, when and where they want. They define what success means to them, set their own goals and develop a plan for how to get there. And they have the support of their upline, as well as thousands of Amway employees, working hard to help them achieve their goals.

The IBOAI is a trade association that any IBO can join, but it's more than that: it is the voice of all IBOs – a clear, open channel of communication between IBOs and Amway North America. You and every other IBO are the heart of the Amway opportunity and when the IBOAI was first established in 1959 as the American Way Association, the founding IBOs discovered the importance of making sure all IBOs had a voice in the Amway business. They believed in several founding principles, including the right to be in business for yourself and that the opportunity should be open to all people from all walks of life. The IBOAI listens to IBOs' ideas, proposes improvements and advises Amway on the best ways to move the business forward. The IBOAI Board is composed of 15 voting members qualified at the

Diamond level or above, elected by IBOs qualified at the Platinum level or above. You may contact them either through your upline or directly to the Association office at:

### IBOAI

220 Lyon Street NW, Suite 850  
Grand Rapids, MI 49503  
iboai@iboai.com  
iboai.com  
Phone: 616-776-7714 Fax: 616-776-7737

## Direct Selling Distribution Channel

Direct selling businesses rely on person-to-person contact; relationships are the heart of our business. Every product has a unique story and every IBO is a product ambassador who tells that story.

**The Direct Selling Model.** Unlike businesses that rely on mass advertising and online selling, the IBO business model is based on personal interactions and relationships.

Amway is a prominent and active member of regional and national direct selling associations worldwide and Amway executives hold approximately 50 leadership positions in these associations. In the U.S., Amway has been a member of the Direct Selling Association (DSA™)<sup>†</sup> since 1962. Check out the DSA's website, [dsa.org](http://dsa.org), to learn more.

<sup>†</sup>Direct Selling Association (DSA™) is a trademark of Direct Selling Association.

## IBO Responsibilities

IBOs know the power and privilege of business ownership and along with these comes responsibility. It's your responsibility to follow the Rules of Conduct, located in Section C of this Guide, which are part of your contract with Amway. For example, the Rules allow you to conduct online selling only through your Amway MyShop Digital Storefront, not in retail stores or on retail sites like eBay<sup>®††</sup> or Amazon<sup>®†††</sup>. The Rules also prohibit IBOs from causing Amway products to be exported or imported to or from any other country, regardless of whether Amway is doing business in that country.

When it comes to social media, be sure to use privacy settings so that only your personal contacts see your business information, not the whole world. Want to make a video to promote your Amway business? According to the Rules of Conduct and applicable copyright laws, you must first obtain the rights to use the music.

<sup>1</sup> IBOAI is a registered trademark of Independent Business Owners Association International.



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Amway also requires that all videos be approved by the Amway Business Support Materials Administration Department before posting, regardless of whether they contain music.

Following the Rules helps protect your business and the businesses of all IBOs and these are just a few examples. Please review the entire Rules of Conduct in this Guide, as well as the Quality Assurance Standards on Amway.ca.

These departments within Amway are always ready to answer questions:

## Customer Service (CS)

## Business Conduct and Rules (BCR)

## Business Support Materials (BSM)

<sup>1</sup>eBay® is a registered trademark of eBay Inc.

<sup>2</sup>Amazon® is a registered trademark of Amazon Technologies, Inc.

## Code of Ethics

IBOs are committed to conducting businesses according to the following principles:

- IBOs will follow not only the letter of the Rules of Conduct, but also the spirit of the Rules.
- IBOs will conduct themselves in such a manner as to reflect only the highest standards of integrity, honesty and responsibility because they recognize that their actions as IBOs have far-reaching effects, not only on their businesses, but on those of other IBOs as well.

## Getting Started

### Tip 1. Get to know the products.

**Learning:** Product sales are the key to earning money and exploring Amway.ca is a great way to learn about all the wonderful products Amway has to offer. Think about which products you and your customers would likely order again and again.

Product experience is the best sales tool. When you become familiar with the high quality and unsurpassed performance of Amway products, you'll be able to talk about them with confidence, making it easier to sell to customers. Share your favorites with friends and family and they will likely be interested in buying them, too. An easy way to get started is with the New IBO Product Pack. Experience an amazing collection of top selling customer products carefully selected to get your selling business off to a great start!

Amway catalogs and other printed materials are helpful resources for learning about products and Amway brands. Once you have personally experienced the products and learned about them, you'll be ready to introduce the products to others!

### Tip 2. Introduce products to others.

**Selling:** You earn income by selling Amway products. The most profitable sales are Verified Customer Sales (VCS). A Verified Customer Sale is a sale to a customer through an Amway channel, such as the Amway app, Amway website, MyShop digital storefronts or a sale from an IBO's inventory that is recorded with the Create a Receipt tool. The sale must capture the customer's name and unique mobile phone number, along with the product and retail price. The consistent 10% markup on all products means you make retail margin on every sale

Other places you can go for more information about selling products include:

- Your upline.
- Amway.ca for the latest information about products.
- Sales resources available on Amway.ca.
- Education courses on how to sell products at Amway.ca/Education.

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## **Tip 3. Build for profitability.**

**Sponsoring:** You have a lot of freedom when it comes to building your business. Expand your business and share the Amway opportunity by sponsoring others. You'll train new IBOs, just as you were trained by the IBO who sponsored you. In doing so, you may earn monthly Performance Bonuses based on how much you sell and monthly and annual Leadership Bonuses based on the sales of downline IBOs.

New IBOs are required to sell \$325 in Verified Customer Sales before they are eligible to begin sponsoring others.

To help reach this VCS requirement, every new IBO is strongly encouraged to register at least three new buying customers and complete the Amway Education *Before You Start* series.

## **Registering Other IBOs**

### **Tip 1. Ask your upline IBO for help.**

The IBO who registered you likely has a proven system for generating sales and showing the Amway Independent Business Owner Compensation Plan to people who might be interested in starting their own Amway business. Use them as a resource when you start presenting the Plan.

### **Tip 2. Get to know Amway.ca.**

Visit and explore Amway.ca to learn more about the different product categories and tools to manage your business. Becoming familiar with product categories, product brands and website navigation will save you time and enable you to show prospects how easy the Amway website is to use.

### **Tip 3. Get to know products your customer want through the New IBO Product Stack.**

Learning and sharing products based on customer top needs will help you be more productive and have a stronger start to your business.

## **Training Resources**

### **Know the business and the products.**

There's a lot to learn when you first get started and upline IBOs are a great resource for information on building a business. Training resources developed by Amway are also very helpful. The educational videos focus on topics like making money, selling and business essentials. You can find them on Amway.ca/Education. You can find additional support from Amway-accredited Approved Providers. Approved Providers are authorized by Amway to provide IBOs with optional support such as conferences, literature, webinars, mentoring and more! For additional materials to help you grow your business, log in to Amway.ca and visit the Resource Center.

# THE PLAN

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# THE PLAN | HOW YOU EARN INCOME

## Amway IBO Compensation Plan

The Amway Independent Business Owner Compensation Plan enables you to earn income based on selling high-quality nutrition, beauty and home products.

You can earn bonuses based on the overall sales volume generated through the customers you serve and through sales made by the business organization you develop by registering others as IBOs. New IBOs are required to sell \$325 in Verified Customer Sales before they are eligible to begin sponsoring others. *Simply stated, the Amway Independent Business Owner Compensation Plan rewards you for selling products and services and for helping other IBOs you register do the same.*

In order to continue their IBO Contract, IBOs who have registered with Amway prior to January 1, 2022 and have one month in which they generate positive PV without generating any VCS must generate VCS that is equal to at least 60% of their PV in one of the next five consecutive months. If the IBO fails to meet this requirement, Amway will terminate their IBO Contract and they will receive a refund of the Amway Business Services & Support fee and IBOAI Membership fee. Amway will provide such IBO 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.

In order to continue their IBO Contract, IBOs who have registered with Amway on or after January 1, 2022 and have one month following the month in which they register in which they generate positive PV without generating any VCS must generate VCS that is equal to at least 60% of their PV in one of the next five consecutive months. If the IBO fails to meet this requirement, Amway will terminate their IBO Contract and they will receive a refund of the Amway Business Services & Support fee and IBOAI Membership fee. Such IBO may continue as a Customer, but will not be eligible to join Amway's Preferred Customer program.

The Amway Independent Business Owner Compensation Plan rewards several levels of achievement. Each IBO is an independent businessperson, whose individual success depends on his or her own selling efforts and the selling efforts of those he or she registers. Gross income from your independent business is based on a combination of immediate income – retail markup on sales to customers – plus any bonuses earned on your overall sales volume.

## Immediate Income

Your immediate income is the difference between the cost at which you purchase product from Amway or your sponsoring IBO and the price at which you sell the products to your own customers. This income is realized immediately upon each sale to a customer.

## Performance Bonus

Additional income can be earned through the monthly Performance Bonus. The Performance Bonus is driven by sales volume, which is tracked from two sets of numbers – Point Value (PV) and Business Volume (BV) – that are published in connection with each available product or service.

**PV** is a unit amount (you can think of it as the number of points) assigned to each product. The total PV associated with your monthly sales volume is tracked to determine your Performance Bonus bracket. The higher your PV total, the higher the percentage (up to 25%) used in calculating your bonus (see the Performance Bonus Schedule below).

**BV** is a dollar figure assigned to each product. The total BV associated with your monthly sales volume is multiplied by the percent from your PV bracket to determine your gross Performance Bonus. Your sales volume, or your PV/BV as it is generally known, is generated by your own purchases, whether for personal use or resale and by the purchases made by your registered customers.

All PV associated with a product, and all BV that generates a Performance Bonus, “passes-up” to the next eligible IBO in the LOS and is called “pass-up” or “Pass-up Volume” or, respectively, “pass-up PV” and “pass-up BV.”

To figure your *gross* Performance Bonus, you add the *Pass-up Volume* from your frontline IBOs (those you personally registered) – both PV and BV – to your personal PV and BV, then make your calculation according to the Performance Bonus Schedule. However, any Performance Bonuses earned by your frontline IBOs, using the same Schedule, must be subtracted from the gross amount to arrive at your net Performance Bonus. In addition, you will at least be at the same percentage bracket as your downline. *Note:* Experience has shown that IBOs who register others generally have higher average volume than those who do not.

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For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO's sales team.



# THE PLAN | HOW YOU EARN INCOME

## Performance Bonus Schedule

If your monthly PV is:	Your Monthly Performance Bonus is:
7,500 or more	25% of your BV
6,000–7,499	23%
4,000–5,999	21%
2,500–3,999	18%
1,500–2,499	15%
1,000–1,499	12%
600–999	9%
300–599	6%
100–299	3%

## How Performance Bonuses Are Presented on Your Bonus Statements

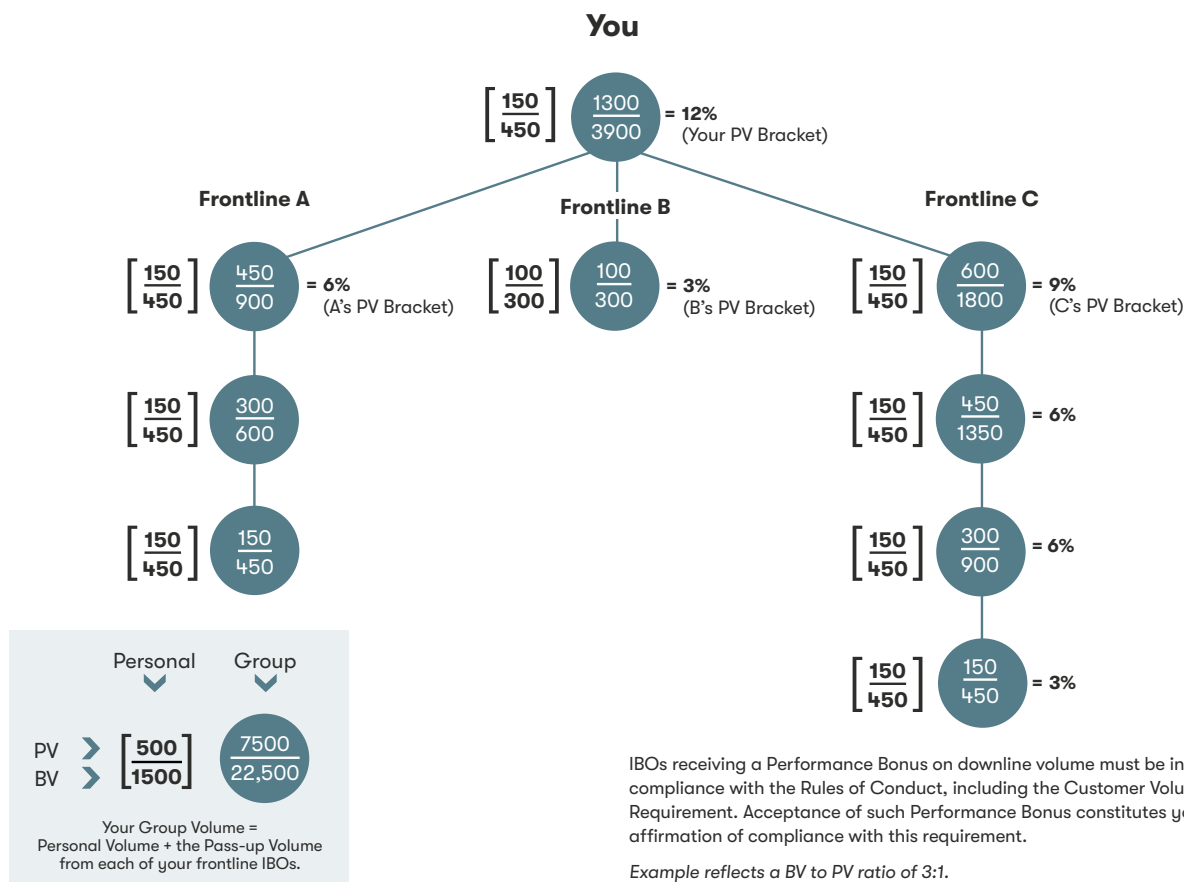
On Performance Bonus Statements, the Performance Bonus is presented as two elements: “Personal Volume” and “Differential on Personally Sponsored [IBOs] ...” Instead of subtracting your frontline’s total bonuses from your gross bonus, the differential method shown on your bonus statement makes the subtraction between the PV bracket percentages of you and your frontline. Both methods arrive at the same result.

Here is how each element is calculated in the differential method, followed by a simplified example.

**1. Personal Calculation:** Your personal BV times your PV bracket percent (based on your total PV, including pass-up).

**2. Differential Calculation:** The group BV of each of your frontline IBOs, times: your PV bracket percent minus that IBO’s PV bracket percent. (Differential is calculated separately for each of your frontline IBOs.)

## How to Interpret a Performance Bonus Statement



For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO’s sales team.

# THE PLAN | HOW YOU EARN INCOME

## How to Interpret a Performance Bonus Statement

North America Performance Bonus Statement For the Month of September 2022 Currency: Canadian Dollar - Amway								
To: 1234567 You PO BOX 33333 CITY, PR A1B 2C3								
IBOs receiving a Performance Bonus on downline volume must be in compliance with the Rules of Conduct, including the Customer Volume Requirement. Acceptance of such Performance Bonus constitutes your affirmation of compliance with this requirement.								
Please contact your upline Platinum with any questions regarding payment of your Performance Bonus								
IBO Number	Name	Cls	PV	BV	%	Bonus/Diff.	A/R	Net Bonus
Personal Volume:		2	150.00	450.00 <sup>5</sup>	12 <sup>9</sup>	54.00 <sup>13</sup>	0.00	54.00
DIFFERENTIAL ON PERSONALLY SPONSORED WITH VOLUME								
15554	IBO, A	9	450.00 <sup>1</sup>	1350.00 <sup>6</sup>	6 <sup>10</sup>	81.00 <sup>14</sup>		81.00
25551	IBO, B	9	100.00 <sup>2</sup>	300.00 <sup>7</sup>	9 <sup>11</sup>	27.00 <sup>15</sup>		27.00
20949	IBO, C	9	600.00 <sup>3</sup>	1800.00 <sup>8</sup>	3 <sup>12</sup>	54.00 <sup>16</sup>		54.00
Group Totals:			1300.00 <sup>4</sup>	3900.00		216.00 <sup>17</sup>	0.00	216.00

## Key to the Calculations

IBO	Performance Bonus Element	Finding the Performance Bonus %		Calculating Your Bonus Amounts		
		Group PV	Performance Bonus %	PB%	Personal BV	Group BV
YOU	Personal	1,300.00 <sup>4</sup>	12% <sup>9</sup>	.12 x	450.00 <sup>5</sup>	= 54.00 <sup>13</sup>
A	Differential	450.00 <sup>1</sup>	12% - 6% = 6% <sup>10</sup>	.06 x	1,350.00 <sup>6</sup>	= 81.00 <sup>14</sup>
B	Differential	100.00 <sup>2</sup>	12% - 3% = 9% <sup>11</sup>	.09 x	300.00 <sup>7</sup>	= 27.00 <sup>15</sup>
C	Differential	600.00 <sup>3</sup>	12% - 9% = 3% <sup>12</sup>	.03 x	1,800.00 <sup>8</sup>	= 54.00 <sup>16</sup>

Your Total Gross Monthly Performance Bonus

**\$216.00<sup>17</sup>**

For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO's sales team.

# THE PLAN | AWARDS AND QUALIFICATIONS

To recognize and reward your achievements, Amway offers an extensive award and bonus system. The Corporation awards pins and plaques for business-building achievements and provides additional recognition in written publications and elsewhere. Amway continually updates the bonuses and awards to encourage growth and performance. Refer to current materials or contact your upline with questions.

To be eligible for these awards and bonuses, you must be in compliance at all times with the Amway Independent Business Owner Compensation Plan and the IBO Rules of Conduct. All achievement awards and bonuses are subject to review and approval by Amway prior to being granted. The following pages focus on each of the IBO awards and their qualification requirements. The eligible bonuses referred to on these pages are explained in more detail in the “Monthly Bonuses” and “Annual Bonuses” sections that follow.

## Fiscal Year/Performance Year

**September 1 – August 31**

### Volume Equivalency (Founders Award)

If you qualify at the 25% Performance Bonus level for 10 or 11 months of the fiscal year and generate at least 108,000 Total PV, you are then considered qualified for all 12 months by virtue of Volume Equivalency. This also qualifies as a 12 month group.

Total PV includes all personal PV as well as PV from all downline IBOs.

### 25% Sponsor

**QUALIFY as a 25% Sponsor if you:** Register one or more North American groups that reach the 25% Bonus level.

#### **ELIGIBLE to receive:**

- A 25% Performance Bonus.

### Silver Producer

**QUALIFY as a Silver Producer each time you achieve any of the following:**

1. Generate Group PV of at least 7,500 PV, or
2. Generate Group PV of at least 2,500 PV but less than 7,500 PV and register or foster-register 1 North American group which qualifies at the 25% Performance Bonus level, or
3. Register or foster-register at least 2 North American groups, each of which qualifies at the 25% Performance Bonus level. *Internationally registered groups may not be used for Silver Producer qualification.*

#### **ELIGIBLE to receive:**

- A 25% Performance Bonus.
- A Silver Producer pin.
- Other recognition, such as acknowledgment in an IBO publication.

### Gold Producer

**QUALIFY as a Gold Producer if you:**

Achieve Silver Producer qualification for any 3 months of the fiscal year.

In the case of your first-time Gold Producer qualification, you may use a rolling 12-month period to achieve any 3 qualified months.

*Internationally registered groups may not be used for Gold Producer qualification.*

#### **ELIGIBLE to receive:**

- A 25% Performance Bonus.
- A Gold Producer pin.
- Other recognition, such as acknowledgment in an IBO publication.

### Platinum

Becoming a Platinum is an important milestone. The Platinum is viewed as the leader of his or her own group. As a Platinum, you train, supply and motivate your group, teaching them to assume the leadership responsibilities in their own groups. In short, becoming a Platinum means you're entering a new phase of the business. You continue doing the things that made you Platinum – registering IBOs and retailing products – but now you're also a recognized leader with new, challenging and exciting responsibilities.

# THE PLAN | AWARDS AND QUALIFICATIONS

## **QUALIFY as a Platinum if you:**

Achieve Silver Producer qualification for 6 months of the fiscal year.

In the case of your first-time Platinum qualification, you may use a rolling 12-month period to achieve 6 qualified Silver producer months, 3 of which must be consecutive.

To requalify as Platinum, you must achieve at least 6 qualified Silver producer months within the fiscal year.

*Internationally registered groups may not be used for Silver Producer qualification.*

## **ELIGIBLE to receive:**

- A 25% Performance Bonus.
- A Platinum pin.
- Other recognition, such as acknowledgment in an IBO publication.
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- An invitation to New Platinum Conference, a two-day, expenses-paid business seminar with world-class training and the opportunity to connect with Amway staff and executives. To receive an invitation, an IBO must also meet the qualification requirements for New Platinum Conference.

## **Founders Platinum**

### **QUALIFY as a Founders Platinum if you:**

Achieve Silver Producer qualification for all 12 months of the fiscal year.

You can also qualify by virtue of Volume Equivalency.

*Internationally registered groups may not be used for Founders Platinum qualification.*

## **ELIGIBLE to receive:**

- A 25% Performance Bonus.
- A Founders Platinum pin.
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## **Ruby**

### **QUALIFY as a Ruby if you:**

Generate Ruby PV volume of at least 15,000 PV in a single month.

## **ELIGIBLE to receive:**

- A 25% Performance Bonus.
- A Ruby pin and other recognition, such as acknowledgment in an IBO publication (provided you are a qualified Platinum).
- The monthly Ruby Bonus.

## **Founders Ruby**

### **QUALIFY as a Founders Ruby if you:**

Achieve Ruby qualification for all 12 months of the fiscal year.

## **ELIGIBLE to receive:**

- A 25% Performance Bonus.
- A Founders Ruby pin.
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- The monthly Ruby Bonus.
- Other recognition, such as acknowledgment in an IBO publication.

## **Sapphire**

### **QUALIFY as a Sapphire if you:**

Achieve one of the following for 6 months:

1. Generate Group PV of at least 2,500 PV, and register or foster-register 2 North American groups, each of which qualifies at the 25% Performance Bonus level, or
2. Register or foster-register 3 or more North American groups, each of which qualifies at the 25% Performance Bonus level.

*Internationally registered groups may not be used for Sapphire qualification.*

## **ELIGIBLE to receive:**

- A 25% Performance Bonus.
- A Sapphire pin.
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## **Founders Sapphire**

### **QUALIFY as a Founders Sapphire if you either:**

1. Achieve Sapphire qualification for all 12 months of the fiscal year, or
2. Achieve Sapphire qualification for 10 or 11 months of the fiscal year and generate at least 252,000 Total PV.

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For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO's sales team.



# THE PLAN | AWARDS AND QUALIFICATIONS

Total PV includes all Personal PV as well as PV of all downline IBOs.

## ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Founders Sapphire pin.
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Emerald

### QUALIFY as an Emerald if you:

Achieve Platinum Qualification and register, internationally register or foster-register 3 or more groups, each of which qualify at the 25% Performance Bonus level for at least 6 months of the fiscal year.

## ELIGIBLE to receive:

- A 25% Performance Bonus.
- An Emerald pin.
- The annual Emerald Bonus.\*
- Participation in the Emerald Profit Sharing Bonus.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Founders Emerald

### QUALIFY as a Founders Emerald if you:

Achieve Emerald Qualification for all 12 months of the fiscal year.

You can also qualify by virtue of Volume Equivalency.

## ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Founders Emerald pin.
- The annual Emerald Bonus.\*
- Participation in the Emerald Profit Sharing Bonus.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Diamond

### QUALIFY as a Diamond if you:

Register, internationally register or foster-register 6 or more groups (3 must be North American), each of which qualifies at the 25% Performance Bonus level for at least 6 months of the fiscal year.

## ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Diamond pin.
- The annual Emerald and Diamond Bonuses.\*
- The annual Diamond Plus Bonus, provided you have 7 or more qualified North American groups.\*
- Participation in the Emerald Profit Sharing Bonus.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Founders Diamond

### QUALIFY as a Founders Diamond if you:

Achieve Emerald Bonus qualification and register, internationally register or foster-register 6 or more groups, each of which qualifies at the 25% Performance Bonus level for all 12 months of the fiscal year; a group can also qualify by virtue of Volume Equivalency, or

## ELIGIBLE to receive:

- A 25% Performance Bonus.
- The Founders Diamond pin.
- The annual Emerald and Diamond Bonuses.\*
- The annual Diamond Plus Bonus, provided you have 7 or more qualified groups.\*
- Participation in the Emerald Profit Sharing Bonus.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

\* Internationally registered groups may be used for awards of Emerald through Founders Diamond. They may not be used for qualification of these bonuses. Participation is subject to meeting the requirements of each bonuses. See page A20 for bonus details.

# THE PLAN | AWARDS AND QUALIFICATIONS

## Executive Diamond

### QUALIFY as an Executive Diamond if you:

Achieve Founders Diamond in any market and sponsor 6 or more groups that qualify Founders Platinum and generate at least 10 Qualification Credits based on Global Award Recognition table.\*

### ELIGIBLE to receive:

- A 25% Performance Bonus.
- An Executive Diamond pin.
- A one-time cash award for first time qualification and a two-time cash award for consecutive qualification.
- Participation in the Emerald Profit Sharing Bonus.\*\*
- The annual Emerald, Diamond and Diamond Plus Bonuses.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Founders Executive Diamond

### QUALIFY as a Founders Executive Diamond if you:

Achieve Founders Diamond in any market and sponsor 6 or more groups that qualify Founders Platinum and generate at least 16 Qualification Credits based on Global Award Recognition table.\*\*

### ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Founders Executive Diamond pin.
- A one-time cash award for first time qualification and a two-time cash award for consecutive qualification.
- Participation in the Emerald Profit Sharing Bonus.\*
- The annual Emerald, Diamond and Diamond Plus Bonuses.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Double Diamond

### QUALIFY as a Double Diamond if you:

Achieve Founders Diamond in any market and sponsor 8 or more groups that qualify Founders Platinum and generate at least 25 Qualification Credits based on Global Award Recognition table.\*\*

### ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Double Diamond pin.
- A one-time cash award for first time qualification and a two-time cash award for consecutive qualification.
- Participation in the Emerald Profit Sharing Bonus.\*
- The annual Emerald, Diamond and Diamond Plus Bonuses.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Founders Double Diamond

### QUALIFY as a Founders Double Diamond if you:

Achieve Founders Diamond in any market and sponsor 8 or more groups that qualify Founders Platinum and generate at least 34 Qualification Credits based on Global Award Recognition table.\*\*

### ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Founders Double Diamond pin.
- A one-time cash award for first time qualification and a two-time cash award for consecutive qualification.
- Participation in the Emerald Profit Sharing Bonus.\*
- The annual Emerald, Diamond and Diamond Plus Bonuses.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

\* Refer to Global Award Recognition table on Page A-11.

\*\* Internationally registered groups may be used for awards of Emerald through Founders Diamond. They may not be used for qualification of these bonuses. Participation is subject to meeting the requirements of each bonuses. See page A20 for bonus details.

# THE PLAN | AWARDS AND QUALIFICATIONS

## Triple Diamond

### QUALIFY as a Triple Diamond if you:

Achieve Founders Diamond in any market and sponsor 10 or more groups that qualify Founders Platinum and generate at least 43 Qualification Credits based on Global Award Recognition table.\*\*

### ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Triple Diamond pin.
- A one-time cash award for first time qualification and a two-time cash award for consecutive qualification.
- Participation in the Emerald Profit Sharing Bonus.\*
- The annual Emerald, Diamond and Diamond Plus Bonuses.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Founders Triple Diamond

### QUALIFY as a Founders Triple Diamond if you:

Achieve Founders Diamond in any market and sponsor 10 or more groups that qualify Founders Platinum and generate at least 52 Qualification Credits based on Global Award Recognition table.\*\*

### ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Founders Triple Diamond pin.
- A one-time cash award for first time qualification and a two-time cash award for consecutive qualification.
- Participation in the Emerald Profit Sharing Bonus.\*
- The annual Emerald, Diamond and Diamond Plus Bonuses.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Crown

### QUALIFY as a Crown if you:

Achieve Founders Diamond in any market and sponsor 12 or more groups that qualify Founders Platinum and generate at least 64 Qualification Credits based on Global Award Recognition table.\*\*

### ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Crown pin.
- A one-time cash award for first time qualification and a two-time cash award for consecutive qualification.
- Participation in the Emerald Profit Sharing Bonus.\*
- The annual Emerald, Diamond and Diamond Plus Bonuses.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Display of a formal portrait in the “Hall of Achievement” at Amway Headquarters.
- Other recognition, such as acknowledgment in an IBO publication.

\* Internationally registered groups may be used for awards of Emerald through Founders Diamond. They may not be used for qualification of these bonuses. Participation is subject to meeting the requirements of each bonuses. See page A20 for bonus details.

\*\* Refer to Global Award Recognition table on Page A-11.

# THE PLAN | AWARDS AND QUALIFICATIONS

## Founders Crown

### QUALIFY as a Founders Crown if you:

Achieve Founders Diamond in any market and sponsor 12 or more groups that qualify Founders Platinum and generate at least 76 Qualification Credits based on Global Award Recognition table.\*

### ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Founders Crown pin.
- A one-time cash award for first time qualification and a two-time cash award for consecutive qualification.
- Participation in the Emerald Profit Sharing Bonus.\*\*
- The annual Emerald, Diamond and Diamond Plus Bonuses.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Crown Ambassador

### QUALIFY as a Crown Ambassador if you:

Achieve Founders Diamond in any market and sponsor 14 or more groups that qualify Founders Platinum and generate at least 88 Qualification Credits based on Global Award Recognition table.\*\*

### ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Crown Ambassador pin.
- A one-time cash award for first time qualification and a two-time cash award for consecutive qualification.
- Participation in the Emerald Profit Sharing Bonus.\*
- The annual Emerald, Diamond and Diamond Plus Bonuses.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Display of a formal portrait in the “Hall of Achievement” at Amway Headquarters.
- Other recognition, such as acknowledgment in an IBO publication.

## Founders Crown Ambassador

### QUALIFY as a Founders Crown Ambassador if you:

Achieve Founders Diamond in any market and sponsor 14 or more groups that qualify Founders Platinum and generate at least 100 Qualification Credits based on Global Award Recognition table.\*\*

### ELIGIBLE to receive:

- A 25% Performance Bonus.
- A Founders Crown Ambassador pin.
- A one-time cash award for first time qualification and a two-time cash award for consecutive qualification.
- Participation in the Emerald Profit Sharing Bonus.\*
- The annual Emerald, Diamond and Diamond Plus Bonuses.\*
- Participation in the annual discretionary rewards program including Growth Incentives Program and Core Plus.
- Other recognition, such as acknowledgment in an IBO publication.

## Global Award Recognition

The Global Award Recognition program provides IBOs a single path to qualification for IBOs achieving Executive Diamond and above. The program recognizes IBOs for developing profitable and sustainable leaders both in width and in depth.

\* Refer to Global Award Recognition table on Page A-11.

\*\* Internationally registered groups may be used for awards of Emerald through Founders Diamond. They may not be used for qualification of these bonuses. Participation is subject to meeting the requirements of each bonuses. See page A20 for bonus details.



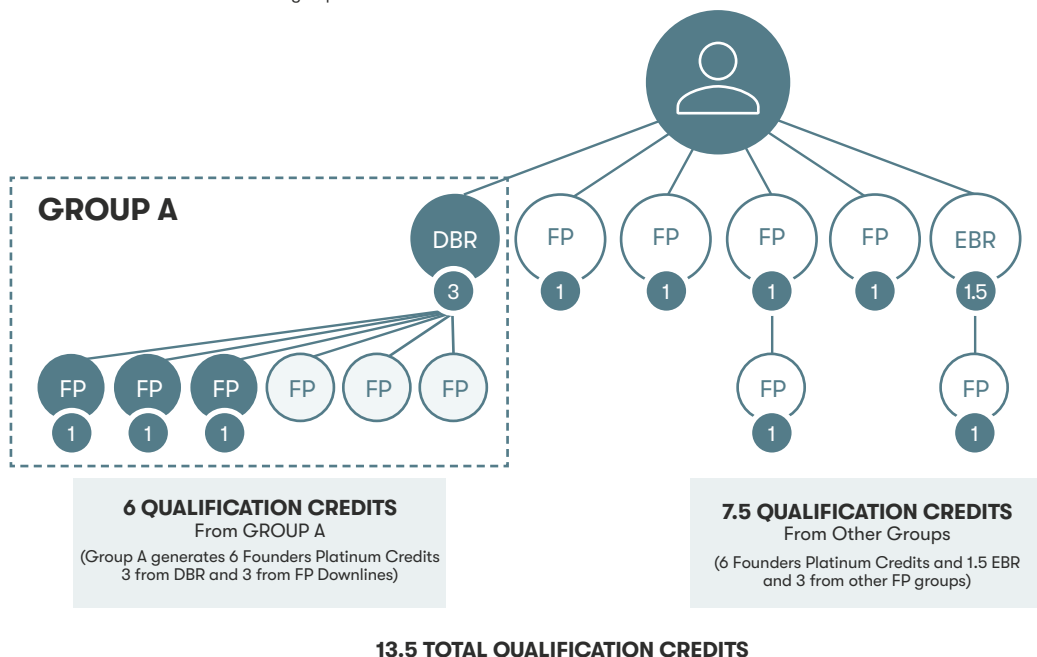
# THE PLAN | GLOBAL AWARDS AND QUALIFICATIONS

## Global Award Qualification Criteria

Global Award Recognition recognizes IBOs using a combination of leadership development in width and depth. Width is measured in Founders Platinum (FP) groups, which does not include internationally sponsored groups or groups without a Founders Platinum. Depth is measured in Qualification Credits (QCs) according to the Qualification Credits schedule below. Multiple businesses, #1 and #2, must be at least Founders Platinum for a group to contribute up to one Qualification Credit. In order for a Founders Platinum to contribute more than one Qualification Credit, the multiple business must be an Emerald Bonus Recipient in the local market. Qualification Credits from Founders Platitudes are limited to 3 per group. Qualification levels are determined through a combination of Founders Platinum groups and Qualification Credits according to the Global Award Recognition Qualification Table below.

DOWNLINE QUALIFIER	Qualification Credits
Founders Platinum (FP)	1.0
Emerald Bonus Recipient (EBR)*	1.5
Diamond Bonus Recipient (DBR)*	3.0
In-Market Founders Diamond**	6.0

- \* Must also achieve Founders Platinum.
- \*\* Founders Diamonds with 6 Founders Platinum groups in-market.



For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO's sales team.

# THE PLAN | GLOBAL AWARDS AND QUALIFICATIONS

## Global Award Recognition Qualification Table

	Award Level	FP Groups	Qualification Credits (QC)	Max QC per Group
Founders Council	Founders Crown Ambassador	14+	100	Up to 12 QC per Group
	Crown Ambassador	14+	88	
	Founders Crown	12+	76	
	Crown	12+	64	
Leader of Leaders	Founders Triple Diamond	10+	52	Up to 9 QC per Group
	Triple Diamond	10+	43	
	Founders Double Diamond	8+	34	
	Double Diamond	8+	25	
New Global Leader	Founders Executive Diamond	6+	16	Up to 6 QC per Group
	Executive Diamond	6+	10	

### Ruby Bonus

IBOs who generate at least 15,000 Personal Group/Ruby PV in one month receive a Ruby Bonus equal to 2% of their net Personal Group/Ruby Volume for that month. Ruby Volume includes Personal Volume plus Pass-up Volume from any downline 25% Sponsors, Silver Producers and/or Gold Producers who have not qualified at the 25% Performance Bonus level for the month; downline Platinum volume is not included.

### Monthly Leadership Bonus

In the course of building your business, you may register and train an IBO until that IBO reaches the Silver Producer level or above. Amway believes this hard work, ability and performance merit reward. So to help compensate you for the time and effort involved and to provide additional incentive for you to continue developing Silver Producers and above, the Amway Independent Business Owner Compensation Plan provides monthly Leadership Bonus payments.

The Leadership Bonus is computed from the bottom up, never from the top down. This means that your Leadership Bonus is based on the performance of your downline group(s); at the same time, your performance contributes to the Leadership Bonus for your Sponsor.

Amway calculates and pays all Leadership Bonuses according to the following rules.

#### Rules for calculating the North American Leadership Bonus

**Eligibility.** You qualify for the Leadership Bonus if you either:

1. Register one North American group that qualifies at the 25% Performance Bonus level and you generate an additional Award Volume of at least 2,500 PV in the same month, or

For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO's sales team.

# THE PLAN | MONTHLY BONUSES

2. Register 2 or more North American groups that qualify at the 25% Performance Bonus level for the month.

*Even if you don't meet the qualifications for a given month, any Leadership Bonus amounts based on your group's BV (including your own) are added to the bonus amounts being rolled up your Line of Sponsorship.*

**Factors Used in the Calculations.** There are three factors or elements that Amway uses in arriving at the monthly Leadership Bonus for each eligible IBO:

**A. The percentage.** Currently 6%. The group BV of IBOs involved is multiplied by 6% to determine bonus amounts used in the calculations.

**B. BV/PV Ratio.** The weighted average ratio in use as of September 1, 2022, is 3.55. The following formula yields the maximum Leadership Bonus Adjustment (the Published LBA).

<b>25% qualifying PV</b>	<b>7,500</b>
<b>times the current weighted average ratio x 3.55</b>	

<b>"official" qualifying BV</b>	<b>= 26,625</b>
---------------------------------	-----------------

**26,625 x 6% = \$1,597.50**

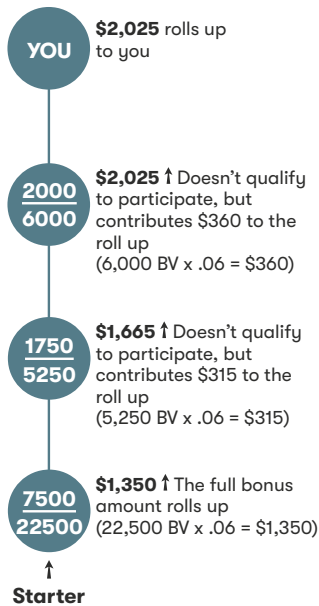
**\$1,597.50 is the actual Published Leadership Bonus Adjustment in effect as of September 1, 2022.**

For simplicity in the following examples, we are using a "Published LBA" of \$1,350 – which is based on an average BV/PV ratio of 3:1 (one point of PV equals \$3 BV). The circles in the examples show the PV above the line, the BV below. Most of them reflect the average ratio, but not all do so – in order to show a variety of calculations.

**C. Leadership Bonus Adjustment (LBA).** The LBA is a credit/debit amount used in calculating how much of the bonus rolled up to an IBO is applied to his or her bonus and how much is rolled up to his or her Sponsor. The Published LBA is the maximum adjustment used in the calculations. If the initial LBA within a group is less than the Published LBA, it continues to grow as bonus amounts are rolled up to the group until the Published LBA is reached. At that point, the Published LBA becomes the minimum bonus amount that must be rolled up to each successive IBO in a Line of Sponsorship.

Leadership bonuses are computed from the bottom up. Note that the LBA continues to increase until it reaches the Published LBA level.

# THE PLAN | MONTHLY BONUSES



You received the Published LBA, so at least that amount will roll up to your Sponsor.

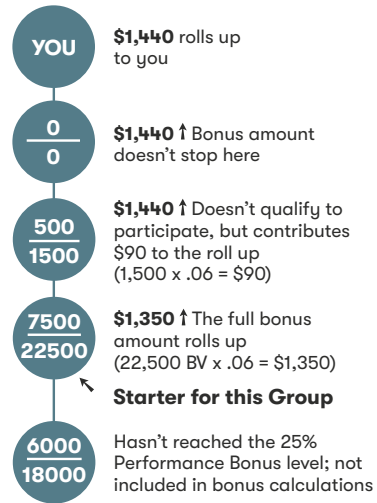
LBA is now \$2,025

LBA is now \$1,665

Initial LBA is \$1,350

## Rule 1 Example A

Note: Bonus calculations roll up through non-qualified IBOs.

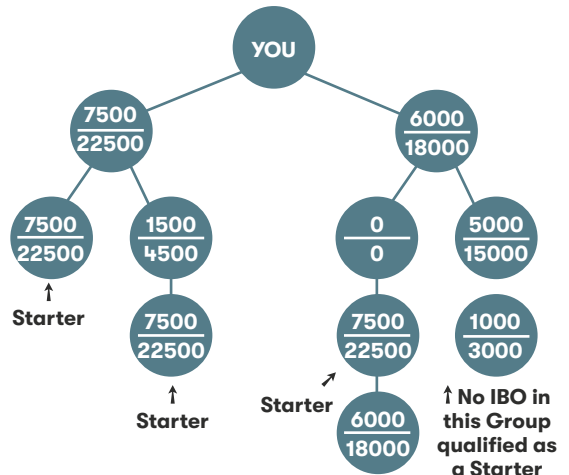


## The Calculations

- The Leadership Bonus starts with the IBO furthest downline in each group of a Line of Sponsorship (LOS) who qualified at the 25% Performance Bonus Level for the month. That IBO is called the "Starter." Of the Starter's BV, 6% is rolled up to his or her immediate Sponsor. That Sponsor may keep all, some or none of the amount rolled up, depending on his or her PV and BV.

## Rule 1 Example B

The first (lowest in diagram) IBO that reaches 7,500 PV in each group of the LOS becomes the "Starter" for that group.



For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO's sales team.



# THE PLAN | MONTHLY BONUSES

2. Calculations for each subsequent upline IBO who is eligible for the Leadership Bonus depends on the amount of their BV relative to the bonus amount rolled up to them:

- a. If 6% of your BV equals or exceeds the bonus amount rolled up from your downline or the Published LBA (whichever is smaller), you keep the bonus amount rolled up to you and the bonus amount based on your BV is rolled up to your Sponsor.

## Rule 2a Example 1

**YOU**  $\frac{7600}{22800}$  **\$1,368 ↑ to your Sponsor** Your bonus amount equals or exceeds amount rolled up to you (22,800 BV x .06 = \$1,368). You keep the amount rolled up to you.

**Starter**  $\frac{7500}{22500}$  **\$1,350 ↑ Equals Published LBA** Full bonus amount rolls up (22,500 BV x .06 = \$1,350)

## Rule 2a Example 2

**YOU**  $\frac{7500}{22500}$  **\$1,350 ↑ to your Sponsor** Your bonus amount is less than the amount rolled up to you (22,500 BV x .06 = \$1,350). Use calculation below.

**Starter**  $\frac{7600}{22800}$  **\$1,368 ↑ Bonus roll up exceeds published LBA** Full bonus amount rolls up (22,800 BV x .06 = \$1,368)

Amount rolled up to you	\$1,368
Add 6% of your BV or the Published LBA	+1,350
<hr/> Total	\$2,718
Subtract the LBA*	-1,350
<hr/> Your Leadership Bonus	\$1,368

\* Remember, the Published LBA is the maximum amount subtracted in this type of calculation.

- b. If 6% of your BV is less than the bonus amount rolled up from your downline or the Published LBA (whichever is smaller), the bonus amount based on your BV or the Published LBA is added to the bonus amount rolled up to you and the LBA (or Published LBA, whichever is smaller) is subtracted. You keep the difference from that subtraction; the LBA (or Published LBA) amount is rolled up to your Sponsor.

## Rule 2b Example 1

**YOU**  $\frac{2500}{7500}$

**Starter**  $\frac{7500}{22500}$

**\$1,350 ↑ to your Sponsor** Your bonus amount is less than the amount rolled up to you (7,500 BV x .06 = \$450). Use calculation below.

**\$1,350 ↑ Initial LBA** Full bonus amount rolls up (22,500 BV x .06 = \$1,350)

Amount rolled up to you	\$1,350
Add 6% of your BV	+450
<hr/> Total	\$1,800
Subtract the LBA	-1,350
<hr/> Your Leadership Bonus	\$450

## Rule 2b Example 2

**YOU**  $\frac{4000}{12000}$

**Starter**  $\frac{7500}{15000}$

**\$900 ↑ to your Sponsor** Your bonus amount is less than the amount rolled up to you (12,000 BV x .06 = \$720). Use calculation below.

**\$900 ↑ Initial LBA less than published LBA** Full bonus amount rolls up (15,000 BV x .06 = \$900)

Amount rolled up to you	\$900
Add 6% of your BV	+720
<hr/> Total	1,620
Subtract the Initial LBA	-900
<hr/> Your Leadership Bonus	\$720

## Rule 2b Example 3

**YOU**  $\frac{4000}{12000}$

**Starter**  $\frac{7500}{22500}$

**\$1,350 ↑ to your Sponsor** Your bonus amount does not equal or exceed amount rolled up to you (12,000 BV x .06 = \$720). You keep most of the amount rolled up to you.

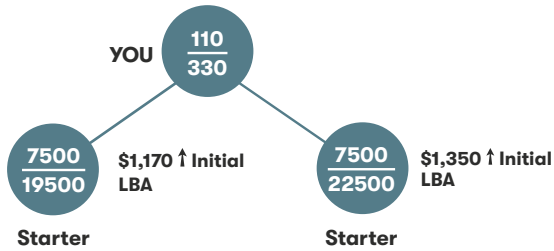
**\$1,350 ↑ Initial LBA** Full bonus amount rolls up (22,500 BV x .06 = \$1,350)

# THE PLAN | MONTHLY BONUSES

Note: If you are eligible for the Leadership Bonus based on two or more downline groups and the LBA from at least one of those groups equals or exceeds the Published LBA, the full published LBA must roll upline.

## Rule 2b Example 4

For Multiple Groups



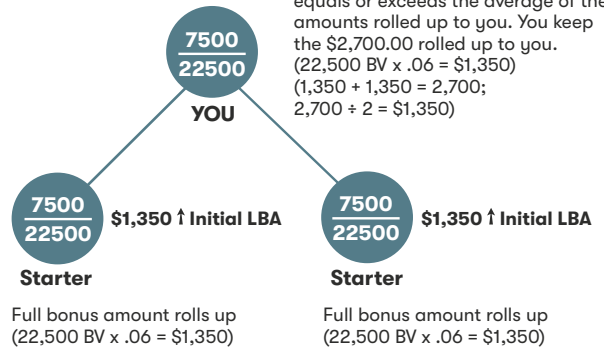
Full bonus amount rolls up  
(19,500 BV x .06 = \$1,170)

Amount rolled up to you	\$2,520.00
Add 6% of your BV	+19.80
Total	\$2,539.80
Subtract the LBA*	-1,350.00
Your Leadership Bonus	\$1,189.80

3. If you are eligible for the Leadership Bonus based on 2 or more downline groups and the LBA from each group is less than the Published LBA, your bonus calculation depends on the amount of your BV relative to the average of the bonus amounts rolled up to you:

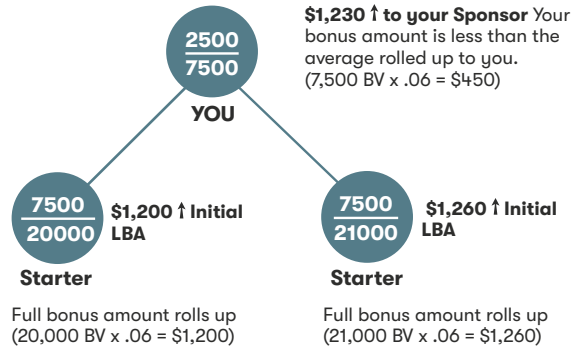
- a. If 6% of your BV equals or exceeds the average bonus amount rolled up from your downline groups, you keep the bonus amounts rolled up to you and the bonus amount based on your BV is rolled up to your Sponsor.

## Rule 3a Example 1



- b. If 6% of your BV is less than the average bonus amount rolled up from your downline groups, the bonus amount based on your BV is added to the total amounts rolled up to you and the LBA (the average roll up), is subtracted. You keep the difference from that subtraction; the LBA amount is rolled up to your Sponsor.

## Rule 3b Example 1



Amount rolled up to you	\$2,460.00
Add 6% of your BV	+450.00
Total	\$2,910.00
Subtract the LBA	
(\$1,200+\$1,260)/2	-1,230.00
Your Leadership Bonus	\$1,680.00

\* In this example, we are using a Published Leadership Bonus Adjustment of \$1,350.

## Foster Leadership Bonus

The Foster Leadership Bonus is calculated similar to the Monthly Leadership Bonus. Please contact your Leader Growth Solutions Advisor for further information.

For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO's sales team.

# THE PLAN | MONTHLY BONUSES

## How to Interpret a Leadership Bonus Statement

North America Leadership Bonus Statement For the Month of September 2022 Currency: Canadian Dollar - Amway							
To: 1234 IBO A 878 Parkway Anywhere, CAN		Published Leadership Bonus Adjustment Amount: CAD					① 831.00*
Number	IBO Name	Point Value	Business Volume	Leadership	Adjustments		Net Bonus
					From Downline	To upline	
1234	IBO A	4150.00	12,450.00			② 603.00	603.00
1234b	IBO B	900.00	3,250.00	④ 162.00	⑤ 1,350.00		⑥ 1,512.00
	Total.....:			162.00	1,350.00	603.00	③ 909.00

IBO A  
4150  
12450

**\$1,350 ↑ to A's Sponsor** Your bonus amount is less than the amount rolled up to you.  $(12,450.00 \times .06 = \$747.00)$  Use calculation at right.

Amount rolled up to A	\$1,512.00
Add 6% of A's BV	+747.00
Total	\$2,259.00
Subtract the LBA ①	-1,350.00
③ A's Leadership Bonus	\$909.00

② The difference between 6% of A's BV and amount rolled up to A's Sponsor  $[1350 - 747 = 603]$ . Used in the computer program, but not needed in the manual calculations shown at left.

IBO B  
900  
2700

**\$1,512 ↑ ⑥ Total rolled up to A** (Exceeds Published LBA) B doesn't qualify to participate, but contributes 6% to the roll up.  $(2,700.00 \times .06 = \$162.00)$  ④

⑤ Bonus amount(s) rolled up from recipient's second level or lower are combined in the "Adjustments from Downline" column. Only volumes from frontline IBOs are shown on the statement.

IBO C  
Starter  
7500  
22500

**\$1,350 ↑ Initial LBA** Full bonus amount rolls up.  $(22,500.00 \times .06 = \$1,350.00)$  ⑤

For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO's sales team.

# THE PLAN | MONTHLY BONUSES

## Monthly Depth Bonus

In building your business, you may devote time and effort to help and encourage your North American frontline Silver Producers and above to register and develop downline Silver Producers of their own. To encourage and reward these efforts, the Amway Independent Business Owner Compensation Plan provides Monthly Depth Bonus payments.

The Monthly Depth Bonus is computed from the top down, starting with your second level qualified IBOs and extending downline until reaching the first level that owes a Monthly Depth Bonus to another IBO. The bonus is calculated separately for each of your qualified groups.

When you qualify for a Monthly Depth Bonus, your upline Depth Bonus recipient is guaranteed a minimum Depth Bonus amount from each of your qualified groups. This minimum guaranteed amount is either the Monthly Depth Bonus Adjustment (MDA), or the “base amount” of your Monthly Depth Bonus from that group – whichever is less. (The base amount is the total Monthly Depth Bonus from a group prior to any adjustment; see calculations section for details.)

<b>25% qualifying PV times the current weighted average ratio</b>	<b>7,500 x 3.55</b>
---	-------------------------

<b>“official” qualifying BV</b>	<b>= 26,625</b>
---------------------------------	-----------------

**26,625 x 1% = \$266.25**

**\$266.25 is the Monthly Depth Bonus Adjustment (MDA)  
in effect starting September 1, 2022.**

\* In the examples, we are using a Monthly Depth Bonus Adjustment of 225, which is based on an average ratio of 3:1 (1 point of PV equals \$3 of BV). The circles in the examples in the next section show the PV above the line and the BV below the line. Most of them reflect the average ratio.

Amway calculates and pays all Monthly Depth Bonuses according to the following rules.

## Rules for Calculating the North American Monthly Depth Bonus

**Eligibility.** You qualify for the Monthly Depth Bonus when both of these conditions are met:

1. You register 3 or more North American groups (your frontline IBOs) that qualify at the 25% Performance Bonus level for the month and
2. At least one of those IBOs registers one or more North American groups (your second level IBOs) that qualify at the 25% Performance Bonus level for the month.

Note: International groups do not count toward eligibility.

**Factors Used in the Calculations.** There are three factors Amway uses in arriving at the Monthly Depth Bonus for each eligible IBO, just as for the Leadership Bonus.

- A. The percentage.** Currently 1%. The group BV of IBOs involved within each group is multiplied by 1% to determine the base amount used in the bonus calculations.
- B. The BV/PV ratio.** Exactly the same ratio, based on the same data, used for the Leadership Bonus.
- C. Monthly Depth Bonus Adjustment (MDA).** The MDA is exactly one-sixth of the Published Leadership Bonus Adjustment. (It is calculated the same way as the LBA, but using 1% instead of 6%.)

For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO's sales team.



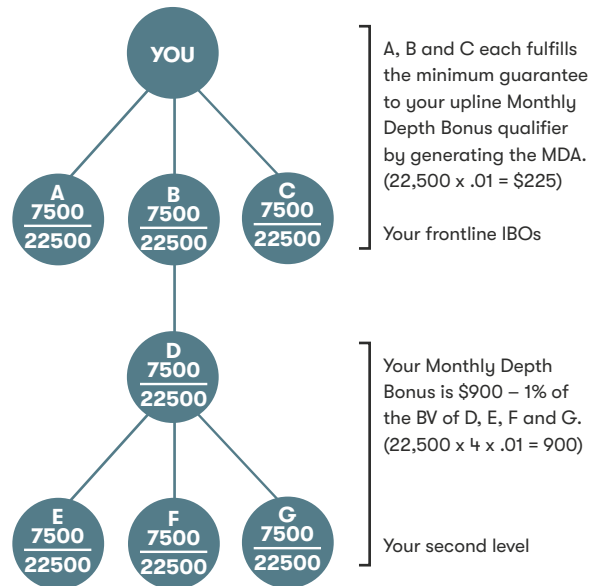
# THE PLAN | MONTHLY BONUSES

## The Calculations

The Monthly Depth Bonus is calculated separately for each of your qualified Groups.

- The base amount of your Monthly Depth Bonus from a single Group is 1% of the BV of all qualified downline IBOs, starting with your second level and extending down to the second level below the next downline IBO who qualifies for the Monthly Depth Bonus.
- When that Group's base amount equals or exceeds the MDA, the MDA becomes the guaranteed minimum amount.
  - If 1% of the BV of the frontline Leader of the Group equals or exceeds the MDA, you keep the entire base amount from that Group.
  - If 1% of the BV of the frontline Leader of the Group is less than the MDA, the shortfall is taken from the Group's base amount to fulfill the guaranteed minimum and you keep the balance.
- When that Group's base amount is less than the MDA, the base amount from the Group becomes the guaranteed minimum amount.
  - If 1% of the BV of the frontline Leader of the Group equals or exceeds this guaranteed minimum, you keep the entire base amount from that Group.
  - If 1% of the BV of the frontline Leader of the Group is less than this guaranteed minimum, the shortfall is taken from the Group's base amount to fulfill the guaranteed minimum and you keep the balance.
- International Groups are not included for qualification or calculation of Monthly Depth Bonus.

## Example 1



## Monthly Depth Bonus Examples

For simplicity in following these examples, we are using an MDA of \$225 – which is based on an average BV/PV ratio of 3:1 (one point of PV equals \$3 BV). The circles in the examples show the PV above the line, the BV below.

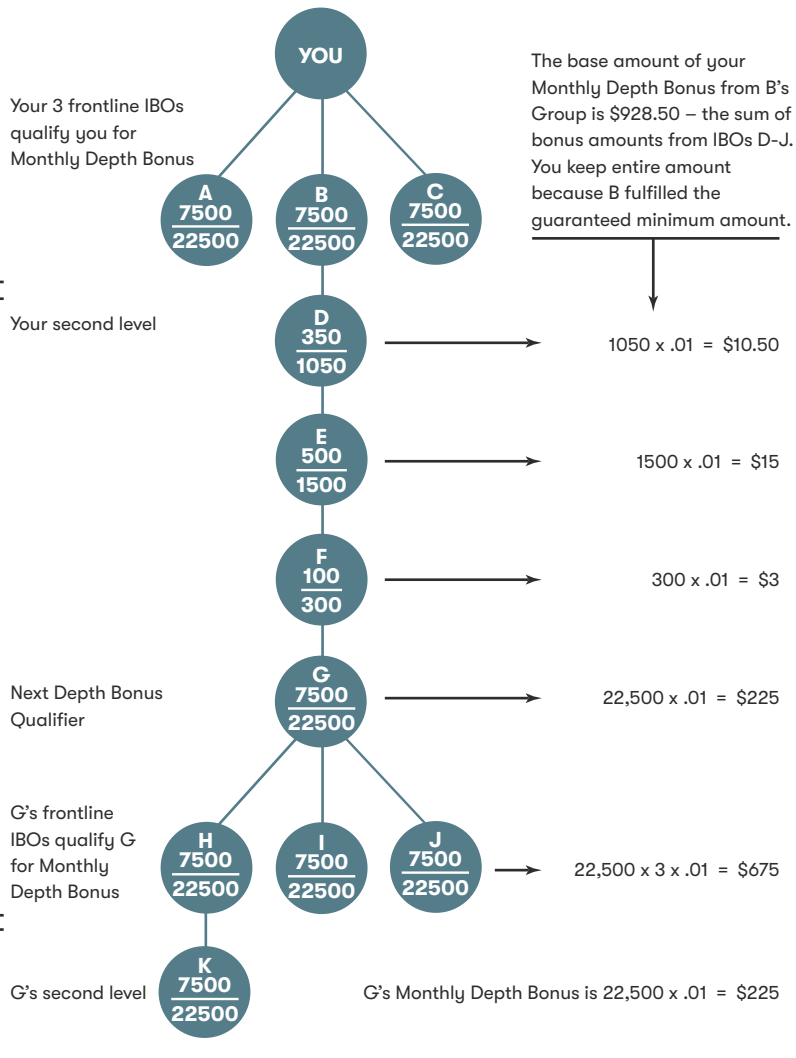
# THE PLAN | MONTHLY BONUSES

## Example 2

Upline Depth Bonus qualifier gets 1% of the BV from your frontline IBOs. Each frontline here fulfills the guaranteed minimum amount by generating the MDA. ( $22,500 \times .01 = \$225$ )

Your Monthly Depth Bonus is 1% of the qualified BV of all these levels.

K doesn't contribute to your Monthly Depth Bonus because this is the level that starts producing Monthly Depth Bonus for G.



For the calendar year 2021, typical IBOs in Canada earned up to \$1,000 before expenses. See [www.amway.ca/income-disclosure](http://www.amway.ca/income-disclosure) for details. Earnings depend on many factors, including: customer base, business experience, effort, dedication, and quality and performance of an IBO's sales team.

# THE PLAN | ANNUAL BONUSES

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Each year, Amway sets aside money to fund three annual bonuses: the Emerald, Diamond and Diamond Plus Bonuses. Each fund receives an amount equal to one-fourth of 1% (.0025) of the total North American BV. In addition, the Emerald and Diamond funds include one-fourth of 1% (.0025) of qualified international volume. Following is a description of how each of the bonus funds is disbursed.

## Emerald Bonus

Qualified Emeralds and above who personally or foster-register 3 or more North American groups, each of which qualifies at the 25% Performance Bonus Level for at least 6 months of a given fiscal year, receive Emerald Bonus points and payment on North American volume as well as the traceable volume from internationally sponsored qualified groups.

At the end of the fiscal year, Amway identifies all internationally sponsored volume, links it to the appropriate international Sponsor and corresponding market (one country removed) and pays an Emerald Bonus to both the International and Foster Lines of Sponsorship. All Emerald Bonus recipients may benefit from the expanded fund amounts.\*

## Diamond Bonus

Qualified Diamonds and above who personally or foster-register 6 or more North American groups, each of which qualifies at the 25% Performance Bonus Level for at least 6 months of a given fiscal year, receive Diamond Bonus points and payment on qualified North American volume as well as the traceable volume from internationally sponsored qualified groups.\*

## Diamond Plus Bonus

Qualified Diamonds and above who personally or foster-register 7 or more North American groups, each of which qualifies at the 25% Performance Bonus Level for at least 6 months of a given fiscal year, receive a Diamond Plus Bonus at the end of each fiscal year.

In the event that disbursements based on the schedule would leave a surplus in the fund – or exceed the total available in the fund – then all payments would be increased or decreased on a pro rata basis until the total disbursement equaled the available funds.

## Emerald Profit Sharing Bonus

Qualified Emeralds and above who personally or foster-register 3 or more North American groups, each of which qualifies at the 25% Performance Bonus Level for at least 6 months of a given fiscal year, can, at Amway's discretion, receive Emerald Profit Sharing points and payment on North American volume.\*

\* The fund is distributed to eligible participants in accordance with the formula shown in the table "Emerald Profit Sharing, Emerald and Diamond Bonus Schedule" which can be found in the Money & Rewards Leader Income Guide. Visit [www.amway.ca/money-and-rewards](http://www.amway.ca/money-and-rewards).

# HELPFUL INFORMATION

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## Annual Business Renewal

You must maintain a current authorization in order to preserve your rights as an IBO, including all rights to IBOs and customers you have registered. Your authorization expires on December 31 each year. To remain an authorized IBO, you must submit a *Renewal Agreement* every year prior to December 31, along with the required Annual Business Fee. You can renew online or by phone.

First-year IBO renewal fees may be waived or prorated depending on the month in which they entered the business. IBOs who enter between August 1 and December 31 of the current year will not need to process a renewal until December of the following year.

## Volume Credits and Transfers

PV/BV from product orders placed directly with Amway will be credited to the ordering IBO, unless otherwise indicated at the time of the order. If you place an order on behalf of another IBO, you must designate that the volume for the order be credited to that IBO. Additionally, you may supply another IBO with products from your inventory, but the volume for those products must be transferred from your monthly totals and credited to the purchasing IBO and all PV/BV transfers must be made in the month that the transaction occurs. This allows Amway to properly calculate monthly volume and payment of all bonuses and awards. For detailed information about volume credits and transfers, including the open dates for making transfers each month, visit [Amway.ca](http://Amway.ca).

## Building an International Business

You have the opportunity to register others into the business not just in the U.S., but also in any of the 100 countries and territories worldwide where Amway has established affiliate markets. When you become an International Sponsor for someone in another country, they will be aligned with a Foster Sponsor who is authorized in the market and who provides your registrant with the product, education, training and motivation they need. The global Sales & Marketing Plan rewards both the International Sponsor and the Foster Sponsor for your registrant's sales activity.

Should you wish to personally sponsor others in another market, or to sell products there, you are required to establish an authorized distributorship in that market. Establishing a business in another country as a non-citizen is often complicated and the business and Legal requirements vary from country to country. You are advised to contact the U.S. Embassy or Consulate in the market, as well as the company's local affiliate office. Where it is permitted, your international business(es) will be internationally sponsored by your existing Amway™ business in the U.S. and foster sponsored by an authorized distributor in the country. Your international business(es) will be regarded as separate independent businesses and may not be merged with any other businesses for purposes of awards and qualifications. To learn more about the requirements for starting an international business, contact Customer Service at 800-253-6500.

# MANAGING YOUR BUSINESS

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# MANAGING YOUR BUSINESS

## Product Information and Ordering

Amway.ca is a great resource to help you manage your business. Log in to discover many great tools and resources, shopping directories, detailed product information and much more.

Product availability and pricing are subject to change without notice, though we generally communicate updates via Amway.ca. If any information appears incorrect, you have questions or you need assistance placing an order, contact Customer Service. They'll be happy to help.

## AMWAYPROMISE™

At Amway, we know that our success is dependent on the success of our Independent Business Owners and the confidence people have in our products. Satisfaction will always be our goal and protection – our promise.

**As a Customer** If your customer makes a purchase with Amway, they will get more than just quality products – they get a promise that we will protect that purchase. If they are not satisfied with the product, they can replace, exchange or return it within its satisfaction guarantee time frame.

**As a Business Owner** We know that becoming an Amway Independent Business Owner is no small thing. Since the start, people have been our priority – and when you are an Amway Independent Business Owner, we are committed to supporting you every step of the way from humble beginnings to hard-earned success.

**Low-cost, Start-up Guarantee** Zero purchase requirements and a \$78 (CAD) sign-up fee for new Amway business owners.

**100% Satisfaction Guarantee** Ensures satisfaction with Amway products or business opportunity. If for any reason you are not completely satisfied with our products you may return them within 180 days of purchase for an exchange or refund of the product price and applicable tax.<sup>1</sup>

## Returns

Returns are easy! IBOs and registered customers who place orders with – and receive product delivery directly from – Amway may return items using the information included with each order. You can find additional information at Amway.ca by searching “return.” For any questions, call Customer Service at 800-253-6500.

Amway Independent Business Owners are charged a processing fee of \$5.95 for each invoice. However, any merchandise returned due to errors or damages upon delivery will not incur a processing fee.

Please note, only IBO purchases for personal, family or household use may be returned under the Satisfaction Guarantee. Anything purchased for IBO inventory is returnable only under the Buy-Back Rule. The Buy-Back Rule applies if the IBO decides to leave the business, or an exception is made because the IBO may be changing fulfillment methods or experiencing significant financial hardship. Exception returns are reviewed on a case-by-case basis pursuant to Amway's exception returns policy. Returns staff members reserve the right, in their sole discretion, to make the final determination on all exception return requests. Amway does not sell inventory on consignment, so you should only order what you reasonably intend to sell during the month. For more information on customer returns and an IBO's obligations regarding Satisfaction Guarantee service, see the Satisfaction Guarantee section above and Rule 4.9 of the Rules of Conduct. For more information on IBO returns, see Rules 4.10 and 4.11 of the Rules of Conduct.

<sup>1</sup>Specific limited guarantees apply to designated products. Atmosphere™, iCook™ and eSpring™ products must be returned within 120 days. Partner Store items must be returned to the Partner Store from which they were purchased. This satisfaction guarantee does not apply to IBO purchases for stock or inventory.

Some items such as consumable food and beverage items are non-returnable unless defective upon receipt.

Sales aids are returnable only by IBOs in the first 90 days after registration.

## Warranty & Service Program

Protection at point of sale and as product filters and other components are replaced. Certain products have their own warranties, as noted on the product pages. In addition, if any mechanical device should become defective within 180 days of purchase, Amway will, at our option, repair, replace or issue a refund for such device. This warranty, which does not cover damage to a product resulting from accident or misuse, provides specific Legal rights. Other rights that vary from state to state may be available. Because our inventory is constantly being replenished with new stock, it is possible that a similar product of equal or higher value may be substituted at no additional cost.

You may request a copy of the warranty prior to ordering. Warranty claims for Partner Store purchases should be directed to the Partner Store.

**Customer Service** Assistance for all product and business opportunity related inquiries.

Email: [customer.service@amway.ca](mailto:customer.service@amway.ca)

Phone: 800-253-6500

**The Right to Know** We promise to be transparent and forthcoming in all communications related to our service and protection offerings.

For more information on returns, policies and procedures, go to [Amway.ca/amway-promise](http://Amway.ca/amway-promise) and click on the "View Details" link under the 100% Satisfaction Guarantee section. For IBO obligations regarding customer returns under the Satisfaction Guarantee, see Rule 4.9 of the Rules of Conduct.



# MANAGING YOUR BUSINESS

## Product Liability Protection

Amway carries product liability insurance that protects both Amway and IBOs from damages that are caused by defective products. A product can be defective either in the way it is manufactured or in the way it is designed. However, Amway's insurance does not cover careless or negligent application, improper use of a product or recommending that a product be used other than for its intended purpose. It is important to note, however, that the Independent Business Owners Benefit Association (IBOBA) plan (discussed further below) does not provide product liability coverage and should not be confused with Amway's product liability coverage.

## Procedures for Handling Complaints

1. Ask the customer to explain how the damage occurred. Be sure to obtain the name of the product and when the damage occurred, then write down the name, address and phone number of the customer.
2. Do not say that Amway will pay for the damage. Simply state that Amway will contact them regarding the damage.
3. Ask the customer to keep the product and the damaged article.
4. Call or write us with the information and we will deal directly with the customer. Call or write:

Amway Product Liability Claims  
7575 Fulton Street East  
Ada, MI 49355-0001  
616-787-6896  
Email: [product.liability.claims@amway.com](mailto:product.liability.claims@amway.com)

## Sales Tax

Selling products and services to your customers requires the collection and remittance of various state and local sales taxes. Amway has made every effort to make that as easy as possible, which is why we entered into collection agreements with all applicable state and local taxing authorities. Those agreements allow Amway to collect the required sales taxes at the point of sale and remit them to the proper taxing authorities on your behalf. As a result, you won't need to obtain a sales tax license for your business. Instead, you'll operate under the sales tax license assigned to Amway in each state, county and municipality.

For sales tax-related questions, please call Customer Service at 800-265-5470, or visit [www.amway.ca/business-center/tax-information](http://www.amway.ca/business-center/tax-information).

## Business Licenses

Amway-affiliated IBOs need a Provincial License to operate their business in certain provinces. Some provinces that do not require individual licensing still have direct selling regulations about the notification and cancellation of the sales contracts by the consumer. In addition to any provincial licensing requirements, you may also be required to comply with the requirements of Municipal Zoning and Business Licensing By-Laws.

Here is a summary of the various regulations in each province. The following information is believed to be up-to-date at the time of printing, but it is YOUR RESPONSIBILITY to make yourself aware of any changes concerning the operation of your business in your province.

### Alberta (AB)

- IBOs doing business in Alberta are exempt from having to purchase a Direct Sellers License as long as certain conditions are met. Failure to comply can result in loss of the licensing exemption privilege.
- You must carry your Amway Identification Card at all times while conducting business and must show your ID card to customers upon request.
- You must be aware of the notice required by the Direct Sales Cancellation Act (Section 6(1)) that is printed on the back of the Multi Province Customer Order Form which must be used for all retail sales.\* A copy of the signed form must be provided to the buyer.
- You should be familiar with the terms of the Act and comply with all of its provisions.

\* The Multi Province Customer Order Form is located in the Resource Center on Amway.ca

### British Columbia (BC)

- There are no Direct Sellers License requirements in the province of British Columbia.

### Manitoba (MB)

- IBOs in the province of Manitoba are required to apply and be approved for a Direct Sellers License through the Consumer Protection office – [https://www.gov.mb.ca/cca/cpo/forms/direct\\_seller\\_application.pdf](https://www.gov.mb.ca/cca/cpo/forms/direct_seller_application.pdf)
- You must identify yourself as an IBO who sells Amway™ products, including using the name in any form of advertising, trade shows and exhibits, and when recruiting other IBOs.
- You must carry your Amway Identification Card at all times while conducting business and must show your card to customers upon request.

# MANAGING YOUR BUSINESS

- You must be fully aware of and honor the provisions of Sections 61 and 62 of the Manitoba Consumer Protection Act relating to the 10-day cancellation clause.
- You must be aware that the purchaser is not required to pay any money before receiving his or her order, and is not bound to accept the order upon delivery. On large-ticketed items, a deposit may not exceed 10% of the sale price of the item.
- For all retail sales in Manitoba, you must use the Multi Province Customer Order Form\* bearing the 10-day cancellation clause required by law.
- During the first six months of operation, you are required not to inventory any products. If a new IBO decides to discontinue the business during the first six months of operation, there can be no restocking charge levied. This protects the new IBO from any monetary loss.

\* The Multi Province Customer Order Form is located in the Resource Center on Amway.ca

## New Brunswick (NB)

- IBOs in New Brunswick are required to obtain an annual Direct Sellers' Salesperson license in order to conduct business in that province. The license fee is \$35. To apply for a license, contact the office of the Financial and Consumer Services Commission, 225 King Street, Suite 200, Fredericton, NB E3B 1E1 or visit <http://fcnb.ca/consumer-affairs-forms.html>.
- You must use the New Brunswick Customer Order Form\* for all retail sales made in that province. Both you and the purchaser must sign the contract at the time of the sale and you must type or print the purchaser's name below his signature. You must give a copy to the purchaser at the time of the sale. The form is available through the Business Center at Amway.ca.
- You should be aware of and honor the 10-day cancellation notice detailed on the back of the Customer Order Form.

\* The New Brunswick Customer Order Form is located in the Resource Center on Amway.ca

## Nova Scotia (NS)

- Effective January, 2017, IBOs in the province of Nova Scotia are no longer required to purchase a direct sellers license.
- You must use the Multi Province Customer Order Form\* for all retail sales made in Nova Scotia. Both you and the purchaser must sign the contract at the time of the sale and you must type or print the purchaser's name below his signature. You must give a copy to the purchaser at the time of the sale.
- You should be aware of and honor the 10-day cancellation notice on the back of the Customer Order Form.

- You must carry your Amway Identification Card at all times while conducting business and must show your card to customers upon request.

\* The Multi Province Customer Order Form is located in the Resource Center on Amway.ca

## Ontario (ON)

- IBOs using other than personal names must not conduct business or identify themselves to the public in the name other than their corporate name or the names of the partners unless such other names are registered with the Companies Branch of the Ministry of the Consumer and Commercial Relations (the "Ministry"). In the case of a corporation, both the business and/or trading name and the correct corporate name must be shown on all invoices, contracts, etc. (e.g., "ABC IBOs, a division of 12345678 Ontario Limited"). Details may be obtained from any Land Registry Office or by calling the local office of the Ministry.
- You must use the Ontario Customer Order Form\* for all retail sales and be aware of the conditions printed on the form.

\* The Ontario Customer Order Form is located in the Resource Center on Amway.ca

## Prince Edward Island (PE)

- IBOs in the province of Prince Edward Island are not required to obtain a license, provided the individual sales do not exceed \$100. Those IBOs, however, who anticipate individual sales over \$100 should make the appropriate application for a license. The fee is \$50. To apply for a PEI license, visit [www.gov.pe.ca](http://www.gov.pe.ca) and search for Direct Sellers License or contact:

Register of Direct Sellers  
Department of Provincial Affairs  
and Attorney General  
PO Box 2000  
Charlottetown, PEI C1A 7N8

## Quebec (QC)

- IBOs doing business in Quebec are exempt from purchasing provincial Direct Sellers Licenses as long as certain conditions are met. Failure to comply can result in loss of the licensing exemption privilege.
- You must carry your Amway Identification Card at all times while conducting business.
- You must show your ID card to customers upon request. You also should be aware that printed on your Amway Identification Card is the number of Amway Canada Corporation's Itinerant Merchants Permit. Should you be questioned by your customer or local authorities, this number can be provided as authorization to engage in sales activities within the province of Quebec.

# MANAGING YOUR BUSINESS

- You must use the Quebec Customer Order Form\* for each sale in excess of \$25. You must complete and sign the form and give it to the purchaser, providing him or her with sufficient time to read it and become aware of its terms and scope before they sign it. You must also leave a duplicate copy of the form with the purchaser.
- You must be aware of and comply with the cancellation notice detailed on the back of the form. This notice provides that a purchaser may cancel the contract for any reason within the 10 days following the date on which he or she receives their duplicate copy of the contract.

\* The Quebec Customer Order Form is located in the Resource Center on [Amway.ca](http://Amway.ca)

## Saskatchewan (SK)

- IBOs are exempt from having to purchase a Salesperson's License in Saskatchewan as long as certain conditions are met. Failure to comply with these conditions can result in the loss of the licensing exemption privilege.
- To qualify for the licensing exemption, an IBO's average retail sale in Saskatchewan must be less than \$500. In the event that an IBO's average retail sale exceeds the \$500 amount, that IBO must apply for a Business License. The application can be found online at [www.saskjustice.gov.sk.ca](http://www.saskjustice.gov.sk.ca), or by contacting:

Saskatchewan Justice Department  
Consumer Protection Branch  
5th Floor  
1919 Saskatchewan Drive  
Regina, SK S4P 3V7  
Toll-free in Saskatchewan: 1-888-374-4636

- You must carry your Amway Identification Card at all times while conducting business.
- For retail sales, you must use only the Multi Province Customer Order Form\* bearing the 10-day cancellation clause required by law. You must leave a copy of the contract with the purchaser.
- You must comply with the 10-day cancellation clause by allowing Customers to cancel sales for any reason within 10 days after such sales are made and by refunding monies paid to such customers in exchange for the items purchased.

\* The Multi Province Customer Order Form is located in the Resource Center on [Amway.ca](http://Amway.ca)

## Northwest Territories (NT)

- Legislation requires that all Direct Sellers having sales greater than \$100 must be licensed in the Northwest Territories.
- The license fee is \$180 and can be obtained from Consumer Services, Directorate/Corporate Affairs, Department of Municipal and Community Affairs.
- All newly-registered IBOs in the NT will receive all of the information required to obtain a license as part of the Welcome Mailing.

## Nunavut (NU)

- IBOs conducting business in Nunavut must obtain a Direct Sellers License.
- The license fee is \$30 and can be obtained from [www.cgs.gov.nu.ca](http://www.cgs.gov.nu.ca) or by contacting:  
  
Consumer Affairs  
Community and Government Services  
Government of Nunavut  
Box 440  
Baker Lake, Nunavut X0C 0A0  
Telephone: (867) 793-3315

## Yukon Territory (YT)

- There are no Direct Sellers License requirements in the Yukon.

## Zoning Ordinances

Some local governments have zoning ordinances that limit or prohibit the operation of a commercial business from the home. While most such zoning ordinances do not apply to the Amway Independent Business Owner Compensation Plan, you should confirm this with your local government office. It is your responsibility to comply with all zoning and other municipal requirements for operating your business.

# MANAGING YOUR BUSINESS

## Bookkeeping Basics

As a business owner, it is important to conduct your affairs in a professional and businesslike manner, which includes keeping accurate books and records to track your productivity. Accurately recording business income and expenses and keeping original source documents that substantiate both, will not only come in handy during tax season, but will also help you meet your business objectives.

For help managing your books, you can:

- Purchase one of several affordable bookkeeping programs for your computer.
- Talk to your sponsor – or with your upline Platinum – about their methods.
- Consult with a qualified tax advisor, preferably a CPA, who has the training and experience to recommend an effective bookkeeping strategy for you.

Implementing effective bookkeeping methods will allow you to devote more attention and energy toward building your business.

## Tax Tips

Amway wants to furnish you with general information about the basic tax issues that you'll encounter in preparing the business portion of your income tax return. We also want to clear up numerous misconceptions and erroneous statements to which you may have been exposed.

We are limiting our discussion to the federal income tax law, because some provinces have their own specific tax laws. While most provinces follow the federal rules closely and allow for individual provincial taxes to be calculated as a percentage of federal taxes on the federal tax return, a notable exception is the province of Quebec, which requires the filing of a separate provincial return. Certain other provinces also provide for special adjustments and credits in computing the provincial tax liability, which we will not address herein. For further information about your provincial tax obligation and its particular reporting requirements, consult with your personal tax advisor.

Note: This information represents the state of the law as of August 31, 2008. Pending amendments to federal income tax law may change some of the material that we will cover. Accordingly, you should check this material with your own personal tax advisor before relying on it.

The following are questions that are most often asked:

### Q. Will this tax section replace my tax advisor?

- A. No. It is for informational and educational purposes only. It is not to be considered as a substitute for the personalized counsel of your own tax advisor. You should retain competent tax counsel, preferably a professional accountant specializing in tax matters or a tax attorney, to give you specific advice and guidance to assist you in properly accounting for the income and expenses of your business.

### Tax Form

### Q. Which form should I use for reporting the revenue and expenses from my business?

- A. First, every person who has received a certain amount of gross income during the year is advised to file an income tax return, even though no income tax may be due. Most likely, you will use Form T2124. On this form, you must report all independent business-related income. From that income, you may subtract all permissible expenses incurred in the operation of your business. Even though a husband and wife operate their business as a partnership, they may still use Form T2124 to report their business's income and expenses. This form contains an area allowing for the allocation of a partner's percentage share of income from the partnership. Note that all partners are required to attach a copy of this form to their own tax returns.

### Your Business Is Not a Tax Shelter

### Q. Is it proper to say that a business is a form of "tax shelter"?

- A. Absolutely not! Self-styled tax experts speaking on privately produced tapes or at so-called tax seminars have stated that, as an IBO, you can convert certain personal expenditures into permissible, deductible business expenses. It is this concept of converting "personal expenses" into "business expenses" that has been referred to as a "tax shelter." Promoting independent business as a "tax shelter" is a distortion of the independent business Ownership Plan and cannot be tolerated. This is a business-building, profit-generating enterprise and should be promoted only in that way.

# MANAGING YOUR BUSINESS

## Record Keeping

### Q. Should IBOs keep a set of books?

A. Yes, indeed! Maintenance of proper books and records is an absolute necessity. Your books and records are essential tools in the operation of your business. For example, you can – and should – construct an income statement from such records. This statement will tell you how profitable your business is. It allows you to compare your business performance on a month-to-month basis as well as on a year-to-year basis. It helps you to make better year-end tax planning decisions. And it serves as the source of business information for your income tax returns.

But your record-keeping responsibility does not end with the simple posting of receipts and expenditures into the appropriate revenue and expenses accounts in your books, or with the development of an income statement. You must be sure to keep all “original source documents.”

## Original Source Documents

### Q. What is an “original source document”?

A. An “original source document” is a piece of paper that either substantiates income received by you or evidences payment of a business expense. These are the pieces of paper from which you obtain the information to be entered into your books and your income statements. “Original source documents” that disclose income items include the following:

- Duplicate bank deposit slips on which you have identified the amounts included in the deposit.
- Retail sales slips.
- Monthly invoices and statements.
- Other similar documents.

Examples of original source documents that cover expenses include:

- Invoices.
- Receipts for out-of-pocket cash expenditures.
- Automobile mileage logs to demonstrate business use versus personal use.
- Appointment books showing attendance at business meetings.

Travel and entertainment expenditures are subject to special substantiation requirements. You should retain all receipts, and document the business purpose of the expenditures and list the names and topics discussed.

Be sure you keep all original source documents. You may need them to demonstrate the accuracy of your tax form in case you are audited by Canada Revenue Agency (formerly Revenue Canada). You should keep your original source documents until you request and receive written permission to destroy them from the appropriate regulatory authorities, including Canada Revenue Agency.

## Income Statement

### Q. It was mentioned earlier that the preparation of an income statement can be a useful source of information for preparing our tax returns. How do I go about constructing an income statement?

A. The first item to be summarized is your revenue, which includes all gross receipts received by you in the operation of your business:

- Gross proceeds from the sale of products to your Customers (retail).
- Gross proceeds from the sale of products to your IBOs (wholesale).
- Performance Bonuses and all other IBO bonuses or incentives received from the Corporation, any of its foreign affiliates, or your sponsor.
- Any other income derived from conducting your business.

### Q. How do I record the payment of Performance Bonuses to our personally registered IBOs?

A. Performance Bonuses paid to your personally registered IBOs should not be netted against gross receipts. These expenditures should be recorded in a separate expense account.

Example: Let’s assume that during a particular month, your business collects \$6,000 in gross receipts, including a \$1,500 Performance Bonus. From that \$1,500 Performance Bonus, you pay \$600 by a series of checks to your personally registered IBOs. Your gross receipts for the month should be recorded as \$6,000 – not \$5,400. The \$600 in Performance Bonus expenditures should be recorded separately as an expense and not netted against your gross receipts.



# MANAGING YOUR BUSINESS

## Q. Should any items be netted against gross receipts?

- A. One item that may be netted against gross receipts in arriving at “net receipts” is returns and allowances. Returns and allowances would include any cash refunds made to Customers or personally registered IBOs. Net receipts is important because this figure minus cost of goods sold equals “gross profit.”

## Q. What is “cost of goods sold”?

- A. “Cost of goods sold” is a term which means that the costs of products, literature, and sales aids (referred to hereafter and interchangeably as goods or inventory) are deductible only when they have been resold – not when they are purchased.

## Q. How do we compute the cost of goods sold?

- A. 1. Take an annual year-end physical inventory. This inventory enables you to determine your investment in inventory on hand and available for resale to Customers or personally registered IBOs. A year-end physical inventory is simply a physical count of the number of each item on hand multiplied by the price that you paid for that item. For example, if you have 10 one-liter bottles of L.O.C.® Plus Cleaner on hand on December 31, and if each bottle cost you \$11.45, the cost figure for your L.O.C.® Plus Cleaner is \$114.50.
2. Add all the extended product costs to determine your total ending inventory. The amount of the ending inventory cost is important because it also represents your beginning inventory for the next year. For example, let’s assume that on December 31, your ending inventory is \$1,500. Your beginning inventory for the new year beginning January 1 is also \$1,500.
3. Compute your cost of goods sold for the year just ended. Cost of goods sold equals beginning inventory plus the cost of goods that you bought during the year minus the ending inventory. If you used or consumed some of the items personally, the cost of goods sold should be reduced by the sum of their costs.

## Insurance

When you register as an IBO, you become a member of the Independent Business Owners Benefits Association (IBOBA), a nonprofit association that promotes the interests of its members to use the power of group buying. Benefits and services, such as travel programs, include automobile rental, hotel discounts, insurance and non-insurance health care discounts as well as providing educational information and forums.

One of the benefits of the IBOBA membership is valuable business and family insurance plans at favorable group rates, some of which is purchased with a portion of your Amway business registration fee.

Marsh USA Inc. services IBOs for their commercial general liability and property insurance needs. General liability insurance protects IBOs against occurrences of bodily injury, property damage, personal injury and advertising injury during the conduct of their independent business. Business property insurance protects IBOs against losses resulting from physical damage to business inventory, samples, sales literature, equipment and other personal and real property used primarily in their business. Both liability protections are crucial for business owners. For more information about insurance coverage that has been purchased for your business, contact Marsh at 800-548-9175.

USI Affinity, for an additional fee, administers various insurance plans designed to serve each IBO’s personal and family insurance needs. These include health, dental, vision, life, disability, accidental, auto, homeowners and even pet insurance. Other valuable offers from USI Affinity include a free health care savings discount card that entitles you to discounts from participating providers throughout the U.S. For more information about personal and family insurance options, log in to [Amway.ca](http://Amway.ca) and view Partner Stores or call USI Affinity at 800-254-2327.

## Training and Business Support Materials

Education, training and motivation are critically important to building a successful independent business. To educate you in the business and assist with your own training and motivation, as well as teaching how to train and motivate others, Amway prepares various merchandising aids and support services. All materials produced and distributed by Amway are subject to its Satisfaction Guarantee Rule 4.9, Buy-Back Rule 4.10 and Other Returns Rule 4.11.

Some IBOs independently produce or procure and distribute their own Business Support Materials (BSM), as defined in Rule 7 of the Rules of Conduct. These may include business aids, books, magazines, flip charts and other printed material, online literature, internet websites, advertising, audio, video, digital media, meetings and educational seminars. Some IBOs earn additional income from the sale of BSM apart from their earnings as IBOs.

You may decide that these materials can help you build your business, or not. It’s your decision. No one may pressure you to buy these materials. Your own good judgment should guide you in deciding what is best for your independent business, considering among other things the cost, benefit and time commitment associated with the purchase and use of these materials. Amway does not earn any revenue from the purchase of BSM from IBOs or third parties.



# MANAGING YOUR BUSINESS

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Rule 7 of the Rules of Conduct requires that IBOs who sell BSM have certain minimum return and refund policies. See Rule 7 for further details. All IBOs are free to purchase or cease purchasing BSM at any time.

## Responsibility Statement

When selling food supplement and health and fitness products, there are many state and federal laws that must be followed.

It's very important to only use product claims found in authorized literature. Improper claim usage from unauthorized literature could misrepresent food supplements as drugs or medications, leading to violations of food supplement regulations.

When it comes to nutrition and supplement products, let your customers select the product(s) best suited for his or her needs. Unless you are a medical doctor, you shouldn't diagnose health complaints or recommend remedies for health conditions.

Customers should consult with a physician before starting a significant lifestyle-change program, especially an intensive weight-loss program or exercise program. If your customers experience pain or discomfort while following a lifestyle-change program, they should discontinue the program and check with their physician.

Do not use testimonials from customers who report health improvements after using Nutrilite supplements. In situations where customers achieve weight-loss or exercise results claimed from using Nutrilite products, you may use testimonials only if you make sure you have documentary proof to support the claims at the time you make them.

## Succession Planning

As an IBO builds his or her business, consideration should be given to succession planning, including how an IBO may want to transfer his or her business pursuant to the IBO Contract. But succession planning is not limited to how a business may be transferred through contracts or estate planning devices. Additional considerations include how you may want to add your children or others to your business during your lifetime to maintain the continuity of your business. These are topics you may want to discuss with your tax consultant and attorney.

Amway is here to guide you through this process. For more information on succession planning, contact Business Conduct & Rules.

## Partner Stores

Partner Stores bring the convenience of shopping national retailers all in one secure place, through the Amway website. Each participating individual Partner Store site provides its own shopping cart, processes your order, ships it and handles any customer service inquiries.

Explore Partner Stores at [Amway.ca](http://Amway.ca).

## Canadian Anti-Spam Legislation (CASL)

For those who use email and/or text messaging to stay in touch with customers and/or promote the sale of products, it's important to note that Canada's Anti-Spam Legislation could impact the way you do business. On July 1, 2014, the Canadian Anti-Spam Legislation (CASL) went into full effect, requiring express consent from your customers in order to continue sending them information. You will also need to provide an "opt out" or "unsubscribe" option in all communications and be able to manage your lists in order to remove those who have asked to be removed.

For additional information and answers to frequently asked questions on the law and your obligations as an Independent Business Owner, visit [http://fightspam.gc.ca/eic/site/030.nsf/eng/h\\_00230.html](http://fightspam.gc.ca/eic/site/030.nsf/eng/h_00230.html). We recommend that you consult with your legal counsel if you have questions about compliance with the Law and how it may impact your business.

NOTE: Based on the contractual agreement we have with you as an Independent Business Owner, Amway Canada will continue to use email to provide you with key information to help you grow your Amway™ business. Should you wish to stop receiving such information, you have the option to change your subscription setting at any time by visiting [Amway.ca](http://Amway.ca) > My Account > Preferences

# RULES OF CONDUCT

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\* IBOAI is a registered trademark of Independent Business Owners Association International.



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## BUSINESS CONDUCT & RULES DEPARTMENT CONTACT INFO

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# RULES OF CONDUCT

## 1. Introduction

The Rules of Conduct (“Rules”) form an important part of the contract between Amway and the IBO (the “IBO Contract”). The Rules have been carefully developed in consultation with the IBOAI Board and have been implemented following notice to IBOs and review of their comments.

IBOs own and operate their own Independent Businesses (“IBs”). Amway recognizes the value of the contributions that IBOs who have achieved business goals can make to the development of other IBOs whom they sponsor and support under the Rules. As IBOs develop into established leaders, they play an increasingly important role in mentoring, teaching and training other IBOs about the Amway business. Among other things, the Rules are designed to ensure that all IBOs have the support that they need to continue to develop their IBs with Amway.

Under the IBO Contract, IBOs receive substantial benefits, including: the right to purchase products through Amway at IBO cost for resale; the right to sponsor others to become IBOs and sell products offered at [www.amway.ca](http://www.amway.ca); the right to qualify for bonuses under the Amway IBO Compensation Plan (“Plan”); use of Amway’s intellectual property in accordance with the Rules; and a variety of support for IBOs and their Customers. As part of its commitment to support the opportunity made available to IBOs, Amway invests substantial resources in goodwill, in the Line of Sponsorship (“LOS”) and in LOS Information to provide Amway and IBOs with a competitive advantage. All IBOs and Amway share a competitive business interest in maintaining and protecting these assets and interests. The Rules provide important safeguards for IBOs and Amway in this regard, as well as contractual rights and obligations.

**1.1. Contractual Relationship:** Amway Corp. (“Amway”) has a contract with each IBO that includes all of the terms in the IBO Registration Agreement form executed by the IBO, the renewal form(s) executed or authorized by the IBO, the Plan and the Rules in effect at the time the IBO executed the IBO Registration Agreement and any Entity Agreement for Independent Business Owners (IBOs) (“Entity Agreement”) or modifications to the Plan or Rules that become effective during the term of the contract (the “IBO Contract”). The current version of the Plan and Rules can be found at [www.amway.ca](http://www.amway.ca).

As part of the IBO Contract, IBOs have an obligation to comply with the Rules.

**1.2. Choice of Law:** Except to the extent that the Federal Arbitration Act applies to Rule 11, the formation, construction, interpretation and enforceability of the IBO Contract and all claims arising from or relating to the 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 the laws of any jurisdiction other than the State of Michigan. The place where the IBO Contract is made is Michigan.

**1.3. Severability:** If an arbitrator or court of competent jurisdiction determines any portion of the Rules of Conduct is unenforceable in any respect, then it shall enforce the rest of the Rules of Conduct to the fullest extent permitted by law without affecting the enforceability of all remaining Rules of Conduct.

## 2. Definitions

**2.1. Amway IBO Compensation Plan (or Plan):** The business arrangement through which IBOs receive certain income or other compensation as described in Section A of the *Business Reference Guide*.

**2.2. Copyrighted Works:** Works protectable by copyrights that are owned by, created by or licensed to Amway.

**2.3. Customer:** A non-IBO who is an end user of products and services offered through or by Amway.

**2.4. Independent Business (IB):** An Amway independent business operated by an IBO(s) pursuant to the IBO Contract.

**2.5. Independent Business Owner (IBO):** An individual(s) or entity operating an IB pursuant to the IBO Contract.

**2.6. IBOAI Board:** Refer to the Independent Business Owners Association International, Inc. Board of Directors.

**2.7. Line of Sponsorship (LOS):** The structural arrangement of IBOs established by the contractual relationship that each IBO has with Amway.

**2.8. LOS Information:** Includes all information that discloses or relates to all or part of the Line of Sponsorship, including but not limited to IBO numbers and other IBO business identification data, IBO personal contact information, IBO business performance information and all information generated or derived therefrom, in its past, present or future forms.

<sup>1</sup> IBOAI is a registered trademark of Independent Business Owners Association International.

# RULES OF CONDUCT

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**2.9. Marks:** The trademarks, service marks, trade dress and trade names adopted or used by Amway and/or otherwise the subject of pending or existing trademark rights owned by or licensed to Amway, regardless of whether the trademarks, service marks, trade dress or trade names are the subject of trademark applications or registrations.

**2.10. Prospect:** A prospective IBO.

**2.11. Region:** The United States, Canada, Dominican Republic, Puerto Rico, U.S. Virgin Islands, Guam, Jamaica, the Pacific Islands of American Samoa, Federated States of Micronesia, Marshall Islands, Northern Mariana Islands, Palau, Wake Island and all authorized Atlantic and Caribbean islands operating under the Plan.

**2.12. Use:** (a) with reference to Marks, directly or indirectly placing, affixing or displaying one or more Marks on or in connection with goods or services, in a manner that tends to create the impression of an affiliation, connection or association between Amway and the IBO or Approved Provider; and (b) with reference to Copyrighted Works, to reproduce, distribute and/or display copies of the Copyrighted Works, in whole or in part, including by means of digital audio transmissions and to create any derivative works.

## 3. Becoming an IBO

**3.1. Registration Agreement:** To become an IBO, an applicant must be 18 years of age, complete and sign the IBO Registration Agreement in accordance with the procedures on the Amway website, and pay the Business Services and Support fee specified in the IBO Registration Agreement.

**3.2. Acceptance or Rejection of IBO Registration Agreement:** Amway reserves the right to accept or reject any IBO Registration Agreement. A registration shall be considered accepted by Amway when it receives a completed and signed IBO Registration Agreement in accordance with Rule 3.1, its contents are verified with Amway's IBO records database and the registration does not violate any Rule of Conduct. Pending receipt of a completed, signed IBO Registration Agreement, Amway may temporarily authorize an IBO to conduct business subject to the Rules of Conduct for up to 90 days.

**3.3. Legal Entities as IBOs:** IBs shall be formed initially by and in the name(s) of the individual applicant(s). After receiving an IBO number, an IBO who wishes to operate his/her IB as a corporation, limited liability company (LLC), formal partnership, limited partnership, limited liability partnership (LLP) or trust must complete the appropriate Entity

Agreement for Independent Business Owners (IBOs) and submit it to Amway, which may accept or reject it. Existing IBOs as of September 2012 that are operating through a Legal entity under an existing Entity Agreement approved by Amway may continue to operate under that agreement, but the IBO and entity must sign the currently applicable Entity Agreement upon request or in the event of a change in ownership or control in the entity.

**3.4. Husband and Wife IBOs:** If both husband and wife wish to become IBOs, they must register together as a single IB. Husbands and wives may not sponsor each other. If one spouse is already an IBO, the other spouse, upon electing to become an IBO, must join his or her spouse's IB. An IBO will be held accountable for the actions of a spouse, whether or not the spouse is an IBO, so far as the Rules of Conduct are concerned.

**3.5. Minors as Independent Business Owners:** Minors who are at least 16 years of age may become IBOs only for the single purpose of merchandising products and services offered through or by Amway. A minor who desires to become an IBO must be added as a co-owner to his or her parent's or guardian's IB. Minors cannot serve in the role as Business Manager in any IB.

**3.6. Term:** The term of the IBO Contract shall expire at the end of each calendar year, with the exception of initial registrations accepted by Amway between September 1 and December 31, in which case such initial term shall expire at the end of the subsequent calendar year.



# RULES OF CONDUCT

**3.7. Annual Renewal:** In order to renew the IBO Contract, an IBO must annually file a request to renew the IBO Contract, along with the required annual business renewal fee, by December 31 of the year preceding the year for which the IBO is renewing. Amway reserves the right to reject any renewal request, or revoke any IBO's Renewal Agreement, if the IBO is not in compliance with all provisions of the IBO Contract. An annual Renewal Agreement may be completed and signed in one of the following ways: (a) an IBO may complete, sign and submit an electronic version of the Renewal Agreement and pay the required annual business fee in accordance with the procedures on the Amway website; (b) an IBO may renew and pay the required annual business fee by telephone at 800-253-6500; (c) an IBO may sign an automatic Renewal Agreement with Amway; unless they instruct Amway otherwise, IBOs who have reached the level of Silver Producer or above will be automatically renewed in order to avoid an inadvertent interruption of their business.

**3.8. Late Renewal:** In the event that Amway accepts an IBO's Renewal Agreement that was not filed in compliance with Rule 3.7, Amway is not required to restore that IBO's sponsoring relationship(s) with downline IBOs.

**3.9. IBO Contract Termination:** An IBO may terminate his or her IBO Contract at any time prior to expiration by written communication to the Amway Business Conduct and Rules Department. A person who terminates his or her IBO Contract may immediately become a Customer.

**3.10. Death and Inheritance:** An IB can be passed on to a deceased IBO's spouse, heirs or other beneficiary.

**3.10.1.** In cases where the IB is owned jointly, such as a husband and wife or partnership and one spouse or partner dies, unless they have previously arranged otherwise, Amway will recognize the surviving spouse or partner(s) as the owner(s) of the IB. The survivor(s) must forward a certified copy of the death certificate in order for Amway to change its records.

**3.10.2.** In cases where the IB is operated as an entity under Rule 3.3 and one of the owners of the entity dies, the entity will continue to operate the IB, provided the entity remains in compliance with Rule 3.3 and the successor of the deceased owner is an IBO in full compliance with the Rules. The entity shall notify Amway of the change in ownership or control of the entity by submitting the currently applicable Entity Agreement reflecting the proposed changes and any proposed changes in the ownership or control of the entity require the express approval of Amway in writing.

**3.10.3.** In cases where an IBO disposes of an IB in a will, Amway will recognize the terms of the transfer, provided the beneficiary is an IBO who is in compliance with the Rules.

**3.10.4.** If there is no qualified IBO in a position to operate an IB due to probate or other court procedures, Amway will have the option of entering into a servicing agreement with another IBO, preferably upline in the LOS, to manage the IB until the proceedings are complete.

**3.11.** Amway may use a third-party vendor to pay IBOs bonuses and/or other monies earned by IBOs under the Plan. IBOs must (a) 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 they remain IBOs, including agreeing to the vendor's currently applicable terms and conditions, if any, and (b) 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 IBOs on behalf of Amway. The current vendor's registration and other requirements for making payments to IBOs can be found at [www.amway.ca/paymentvendor](http://www.amway.ca/paymentvendor).

## 4. Responsibilities and Obligations

**4.1. Duty of Good Faith:** Under the terms of the IBO Contract, Amway and all IBOs agree to perform their obligations in accordance with the duty of good faith and fair dealing. An IBO will be held accountable for the actions of a partner, family member or third party acting or purporting to act on behalf of the IBO or IB, so far as the Rules of Conduct are concerned. An IBO shall not aid and abet another IBO to violate the Rules of Conduct. IBOs shall not conduct any activity that could jeopardize the reputation of Amway or IBOs.

**4.2. Cross-Group Buying or Selling:** No IBO shall engage in cross-group buying or selling. Cross-group buying and selling occurs when an IBO sells products and services offered through or by Amway to another IBO he or she did not personally sponsor, except (a) as may be permitted under a servicing agreement pursuant to Rule 5.5.4 or (b) when an IBO purchases from or through his or her upline Platinum products and services offered through or by Amway.

**4.3. Unsolicited Electronic Messages:** No IBO shall send, transmit or otherwise communicate any unsolicited electronic messages relating to Amway, its business opportunity, products or services to persons with whom the IBO does not have a pre-existing personal or business relationship. (This includes, but is not limited to, sending messages through newsgroups, purchased mailing lists, "safe lists," or other lists of individuals or entities with whom or which the IBO does not have a pre-existing relationship.)



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**4.4. Advertising:** IBOs may advertise only with the express approval of Amway in writing.

**4.5. Retail Establishments:** An IBO who works in or owns a retail establishment must operate his or her IB separate and apart from the retail establishment. No IBO shall permit products, services or literature offered through or by Amway to be sold or displayed in retail establishments, including, but not limited to, places like schools, fairs, kiosks, vending machines, unauthorized internet websites, military stores, salons or professional offices.

**4.5.1. Event Sales:** The sale of authorized product categories by IBOs are permitted only at temporary (no more than 10 days) events whose themes are consistent with the products being sold and only with the express approval of Amway in writing. To allow Amway sufficient time to grant approval, the IBO must submit a completed Event Sales Application Form to Amway 30 days prior to the event. A copy of the Event Sales Application form may be obtained at [www.amway.ca](http://www.amway.ca).

**4.5.2. Display Booths:** The display only (no sales) of products and approved literature by IBOs is permitted only at temporary (no more than 10 days) events and only with the express approval of Amway in writing. To allow Amway sufficient time to grant approval, the IBO must submit a completed Display Booth Application Form to Amway 30 days prior to the event. A copy of the Display Booth Application form may be obtained at [www.amway.ca](http://www.amway.ca).

**4.6. Statements About Products, Services and the Opportunity:** An IBO shall make only truthful and accurate statements about the business opportunity, products and services offered through or by Amway. IBOs shall not make any claims about products or services offered through or by Amway other than those claims found in Amway-authorized literature and at [www.amway.ca](http://www.amway.ca).

**4.7. Repackaging:** Products offered through or by Amway are to be sold only in their original packages and in their original formulations. IBOs may not repackage products or otherwise change or alter any of the packaging, labels or materials of products offered through or by Amway.

**4.8. Written Sales Receipt:** An IBO who takes and/or delivers an order in person for over \$25 shall deliver to the Customer at the time of sale a written and dated order or receipt which shall: (a) describe the product(s) sold; (b) state the price charged; (c) give the name, address and telephone number of the selling IBO; and (d) include Amway's Satisfaction Guarantee.

**4.9. Satisfaction Guarantee:** When a Customer requests Satisfaction Guarantee service within the stated guarantee period for a product purchased directly from an IBO, the IBO shall immediately offer the individual his or her choice of: (a) a full refund; (b) an exchange for a like product; or (c) full credit toward the purchase of another product. If a product is shipped directly to the Customer by Amway, the Customer should follow the return instructions on the packing slip. In the case of IBO purchases, only those that the IBO makes for personal, family or household use may be returned under the Satisfaction Guarantee. Whenever an IBO requests Satisfaction Guarantee service within the stated guarantee period, an IBO has the choice of a: (a) full refund; (b) exchange for the same or like product; or (c) full credit toward the purchase of another product.

The current Satisfaction Guarantee can be found at [www.amway.ca/amwaypromise](http://www.amway.ca/amwaypromise) then click on 100% Satisfaction Guarantee.

**4.10. Buy-Back Rule:** IBOs leaving the Amway business have a right to return Amway products. A departing IBO may choose to sell inventory of currently marketable Amway products to an upline IBO at a mutually agreeable price. If a departing IBO is unable to secure the buy-back of inventory through an upline IBO, Amway shall repurchase the departing IBO's unused, currently marketable Amway products subject to the following: (a) Amway will make all appropriate Performance Bonus differential and Leadership Bonus charge-backs to those IBs who originally received them; and (b) Amway will charge freight costs incurred by the IBO leaving the Amway business if the net reimbursement includes same and a service charge equal to 10% of the IBO cost of the products being returned to cover handling and processing charges.

**4.11. Other Returns:** An IBO who is not leaving the Amway business may ask Amway to buy back Amway products where he or she may be experiencing financial hardship or other exceptional circumstances as explained by the IBO. Return requests are reviewed on a case-by-case basis. Amway reserves the right to repurchase only unused, currently marketable Amway products subject to Rule 4.9.

# RULES OF CONDUCT

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**4.12. Seventy Percent Rule:** In order for an IBO to obtain the right to earn a Performance Bonus or receive recognition due on all the products the IBO purchases, an average of 70% of the IBO's personal Business Volume (BV) per month must come from products sold at a commercially reasonable price; if the IBO fails to meet this requirement, then such IBO may be paid that percentage of Performance Bonus measured by the amount of products that can be shown to have been actually sold in a particular month, rather than the amount of products purchased and recognized accordingly. For purposes of this Rule, a reasonable amount of products used by IBOs in the ordinary course of operating their Amway businesses can contribute to the 70% average.

**4.13. Customer Volume:** In order to obtain the right to earn a Performance Bonus on downline volume during a given month, an IBO must: (a) make not less than one sale to each of 10 different Customers; or (b) have at least 50 PV of sales to any number of Customers. For purposes of obtaining the rights referred to in this Rule, sales must be to Customers who either: (a) place an order directly with Amway; or (b) place an order with the IBO that the IBO reports to Amway through a system established by Amway for tracking such sales. It is the obligation of the IBO to ensure compliance with the official deadlines and requirements communicated by Amway, in order to qualify for Performance Bonus and other awards, rewards, and recognition. This Rule shall apply unless the IBO is currently a qualified Platinum or above.

**4.14. Compliance with Applicable Laws, Regulations and Codes:** IBOs shall comply with all laws, regulations and codes that apply to the operation of their IB wherever said business may be conducted. IBOs shall not directly or indirectly encourage, or aid and abet any person to violate any laws, regulations, codes or term of the IBO Contract. No IBO may operate any illegal or unlawful business enterprise, or engage or participate in any deceptive, illegal or unlawful trade practices.

**4.15. IBO Relationship:** IBOs are independent contractors. IBOs shall not state or imply that they are employees, agents or Legal representatives of Amway, its affiliates and/or other IBOs. IBOs shall not represent or imply, either directly or indirectly, that registration creates an employment relationship between themselves and the IBOs whom they have sponsored or who have sponsored them.

**4.16. Franchises and Territories:** IBOs shall not represent to anyone that there are franchises or exclusive territories available under the Plan.

**4.17. Enticement to Change Position in the Line of Sponsorship:** Under no circumstances shall an IBO, directly or indirectly, solicit, assist, attempt to induce or encourage another IBO to request a change in position in the Line of Sponsorship.

**4.18. Exporting and Importing:** IBOs shall not export or import products or services offered through or by Amway, or sell to others they have reason to believe will import or export such products or services, to or from the United States or its possessions or territories or any other country, regardless of whether or not Amway or its affiliates have established operations or are doing business in that country. Nothing in this Rule prohibits IBOs from personal use or resale within the Region in accordance with the IBO Contract.

**4.19. Activity Outside the Region or Activity Outside the Market Where the IBO Is Registered:** IBOs who engage, directly or indirectly, in any activity related to the Amway business in a jurisdiction outside of the Region must do so in a manner that complies with the letter and spirit of the applicable laws, regulations, rules, policies and procedures of the Amway affiliate in that jurisdiction, regardless of whether they are registered IBOs in that jurisdiction. Failure to do so shall be a breach of the IBO Contract.

**4.20. Sound Business Practices:** IBOs shall operate their IB in a financially responsible and solvent manner. Amway reserves the right to offset bonus payments for amounts an IBO owes to Amway. If an IBO or any member partner in his or her IB files a petition for bankruptcy or has bankruptcy proceedings commenced against him or her, or has any assets seized by court order or taken in execution of an unsatisfied judgment debt, the IBO must immediately inform Amway.

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**4.21. Fund-raising:** No IBO shall use Amway products or services in conjunction with any type of fund-raising activity. Fund-raising includes the solicitation for the donation of funds or for the purchase of Amway products or services based on the representation that all or some, of the gains, proceeds, donations, bonuses or profits generated by such sale will benefit a particular group, organization or cause.

**4.22. IBO Plan Manipulation:** IBOs shall not manipulate the Plan, point value (PV) or business volume (BV) in any way that results in the payment of bonuses or other awards and recognition that have not been earned in accordance with the terms of the IBO Contract.

**4.23. Personal/Business Information Update:** All IBOs are responsible for communicating any updates or changes to their personal information (e.g., name, address, email address, telephone numbers, etc.) or business information (e.g., business name, address, email address, telephone numbers, addition/deletion of partner, change of business status, etc.) to Amway.

**4.24. Amway Contact:** When the Rules require an IBO to contact Amway for notice, permission or approval, the IBO shall contact the Amway Business Conduct and Rules Department by mail at 7575 Fulton Street East, Ada, Michigan 49355, by fax at 616-787-7896 or by email at [bcr@amway.com](mailto:bcr@amway.com). For questions or concerns, please call 616-787-6712.

## 5. Presentation of the Plan, Sponsoring and Support

**5.1. Inviting:** When inviting a Prospect to hear a presentation of the Plan, an IBO must make it clear that what is being described or offered is the Plan.

**5.2. Describing the Plan:** When describing the Plan: (a) an IBO's statements must be truthful, accurate and not misleading; (b) the roles of a balanced business (retail sales, personal use and sponsoring) must be accurately described; and (c) all income representations must be limited to income from the Plan, based on actual experience or from Amway-authorized materials and provide realistic income potential.

**5.3. Required Disclosures:** In seeking participation of a Prospect in the Plan, an IBO:

**5.3.1.** Must give each Prospect a copy of a brochure authorized by Amway for use with Prospects that contains the average profits, earnings and sales figures, and percentages as published by Amway and orally inform the Prospect that the brochure contains the average profits, earnings and sales figures and percentages as published by Amway.

**5.3.2.** Must use only Amway-authorized materials or Business Support Materials authorized for use with Prospects under Rule 7 (Business Support Materials).

**5.4. Prohibited Sponsoring Practices:** In seeking participation of a Prospect in the Plan, an IBO:

**5.4.1.** Must not cite lifestyle examples (e.g., travel, automobile, homes of successful IBOs and contributions to charitable causes) unless such benefits were actually accrued as the result of building a successful IB.

**5.4.2.** Must not say or imply that a successful IB can be built in the form of a wholesale buying club.

**5.4.3.** Must not say or imply that there is no requirement for the retail sale or marketing of products by IBOs.

**5.4.4.** Must not promote potential tax benefits of the Plan.

**5.4.5.** Must not encourage or require a Prospect to purchase anything not included with the Business Services and Support fee specified in the IBO Registration Agreement and must not encourage the purchase of a product or service not identified on the IBO Registration Agreement. The only requirements that an IBO can impose upon a Prospect whom he or she is willing to register is that the Prospect shall pay the Business Services and Support fee and sign a completed IBO Registration Agreement and submit it to Amway.

**5.4.6.** Must not register or sponsor new IBOs in a way that manipulates the new IBO's position in the LOS.

**5.5. Sponsor's Responsibilities:** A sponsor must comply with the following obligations:

**5.5.1. Rules Compliance:** The sponsor must be an IBO in full compliance with the Rules of Conduct.

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**5.5.2. Access to the IBO Contract:** The sponsor must ensure that all IBOs whom he or she sponsors have access to and the opportunity to read the IBO Contract.

**5.5.3. Training and Motivation:** The sponsor must be able to train and motivate the IBOs whom he or she has sponsored with a minimum of assistance from his or her first upline Platinum or above. IBOs may fulfill this obligation by use of Business Support Materials approved under Rule 7.

**5.5.4. Servicing Arrangements:** If an IBO is unable or unwilling to service IBOs whom he or she has sponsored with the proper training or motivation, he or she must make arrangements, in writing, with his or her first upline qualified Platinum to provide this service. Platinum level or above IBOs who wish to make arrangements with another Platinum level or above IBO to provide product fulfillment services to IBOs downline to the next qualified Platinum, must do so in writing. In either case, he or she must be willing to compensate for these services and full PV/BV for products purchased must always be transferred to the serviced IBO so that bonuses are paid correctly.

**5.5.5. Distribution of Performance Bonuses:** Some IBOs receive a Performance Bonus from Amway, a part of which may be payable to downline IBOs. The IBO cannot retain any portion which may be payable to a downline IBO, even where the downline IBO owes a private debt to the upline IBO, unless there is a written agreement between the parties permitting such retention. Even with such a written agreement, the upline IBO may retain only the net portion of the Performance Bonus due that IBO and not any portion that may be payable to other downline IBOs.

**5.6. Platinum Responsibilities:** IBOs who qualify as a Platinum or above have the following additional responsibilities:

**5.6.1.** Conduct or provide access to periodic sales meetings for the purpose of training and inspiring IBOs downline to the next qualified Platinum and maintain frequent contact with all of them.

**5.6.2.** Assure compliance with the Rules of Conduct by IBOs downline to the next qualified Platinum.

**5.7. Prohibited Support Practices:** Sponsors and upline IBOs shall not encourage or require downline IBOs, as a condition of receiving assistance in building their IB after registration, to (a) purchase any specified amount of Amway or non-Amway products or services, or (b) maintain a specified inventory of Amway or non-Amway products or services.

## 6. Preservation of the Line of Sponsorship

**6.1. Confidentiality of the LOS:** Amway protects the LOS and LOS Information for the benefit of Amway and of all IBOs. Amway keeps LOS Information proprietary and confidential and treats it as a trade secret. Amway is the exclusive owner of all LOS Information, which is derived, compiled, configured and maintained through the expenditure of considerable time, effort and resources by Amway and its IBOs. IBOs can use Amway's goodwill and LOS Information only for the purposes permitted under the IBO Contract.

**6.1.1.** IBOs acknowledge and agree not to challenge, that: (i) LOS Information is confidential and a valuable trade secret owned by Amway; (ii) LOS Information is owned exclusively by Amway; and (iii) IBOs do not own any rights in LOS Information. IBOs agree not to challenge or interfere with Amway's authority to license or sublicense LOS Information. IBOs shall not assert or seek any rights or protection of any kind in LOS Information other than those limited rights or protections that may be specifically granted by this Rule.

**6.1.2.** An IBO may use LOS Information only with Amway's prior written permission, which may be expressed through general publication (to all IBOs) or through a specific writing to one or more IBOs. Any permission granted by Amway shall constitute a limited non-exclusive, non-transferable and revocable license by Amway for an IBO to use LOS Information only as necessary to facilitate his or her IB as permitted under these Rules of Conduct. Amway reserves the right to deny or revoke any such license, upon reasonable notice to the IBO stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of Amway, such is necessary to protect the confidentiality or value of LOS Information.

**6.1.3.** All IBOs shall maintain LOS Information in strictest confidence and shall take all reasonable steps and appropriate measures to safeguard LOS Information and maintain the confidentiality thereof. An IBO shall not compile, organize, access, create lists of, or otherwise use or disclose LOS Information except as authorized by Amway. An IBO also shall not disclose LOS Information to any third party, or use LOS Information in connection with any other businesses or to compete, directly or indirectly, with the Amway business.

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**6.1.4.** An IBO shall promptly return any and all LOS Information to Amway upon resignation, non-renewal, or termination of his or her IB and shall immediately discontinue any further use thereof.

**6.1.5.** Every IBO acknowledges that use or disclosure of LOS Information, other than as authorized by Amway, will cause significant and irreparable harm to Amway, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance and damages, including costs, attorneys' fees and disgorgement of all profits made as a result of such unauthorized use or disclosure.

**6.1.6.** An IBO's obligations under this Rule 6.1 shall survive and remain enforceable following the voluntary or involuntary resignation, non-renewal or termination of that IBO's IB.

## **6.2. Non-Competition and Non-Solicitation:**

**6.2.1. Non-Competition (current IBOs):** Every IBO agrees not to own, manage, operate, consult for, serve in a Key Position in or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Amway.

**6.2.2. Non-Solicitation (current IBOs):** Every IBO agrees that he or she will not, on his or her own behalf or on behalf of any person or entity, directly or indirectly, encourage, solicit, or otherwise attempt to recruit or persuade (i) any IBO or (ii) any person who has been an IBO within the past two calendar years, to own, manage, operate, consult for, serve in a Key Position in or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Amway.

**6.2.3. Non-Competition (former IBOs):** Every IBO agrees that, during the six-month period following the resignation, non-renewal or termination of that IBO's IB, he or she shall not own, manage, operate, consult for, serve in a Key Position in or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Amway.

**6.2.4. Non-Solicitation (former IBOs):** Every IBO agrees that, during the 24-month period following the resignation, non-renewal or termination of that IBO's IB, he or she shall not, on his or her own behalf or on behalf of any person or entity, directly or indirectly, encourage, solicit or otherwise attempt to recruit or persuade (i) any IBO or (ii) any person who has been an IBO within the past two calendar years, to own, manage, operate, consult for, serve in a Key Position in or participate as an independent distributor in (a) any other direct sales program using a multilevel or network marketing structure, or (b) any other enterprise that markets, through independent distributors, products or services functionally interchangeable with those offered through or by Amway.

**6.2.5.** The time periods in Rules 6.2.3 and 6.2.4 above shall be extended by any period of time during which the former IBO is in violation of the applicable Rule.

**6.2.6.** The geographic scope of Rules 6.2.1, 6.2.2, 6.2.3 and 6.2.4 is the Region.

**6.2.7.** All IBOs agree that these Rules are reasonable in both time and geographic scope.

**6.2.8.** For purposes of this Rule 6.2, "Key Position" means an owner, employee, agent or independent contractor who contributes to the profitability of his or her new business or who is in a position to receive benefit or competitive advantage from his or her new business by virtue of his or her access to LOS Information.

**6.2.9.** Nothing in this Rule 6.2 restricts the sale or distribution of privately developed Business Support Materials in accordance with Rule 7 and Rule 6.3.

**6.2.10.** Nothing in this Rule 6.2 restricts competition between IBOs (a) in the sale of products or services offered through or by Amway to Customers or (b) in the registration of new IBOs or Customers.



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**6.2.11.** Every IBO acknowledges that this Rule 6.2 protects the reasonable competitive business interests of Amway and IBOs and that a violation of any subsection of this Rule 6.2 will cause significant and irreparable harm to IBOs and Amway, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance and damages, including costs, attorneys' fees and disgorgement of all profits made as a result of such violation.

**6.2.12.** Except for obligations under Rule 6.2.1 and Rule 6.2.2, an IBO's obligations under this Rule 6.2 shall survive and remain enforceable following the voluntary or involuntary resignation, non-renewal or termination of that IBO's IB.

**6.3. Other Business Activities:** Except as provided in Rule 6.2, IBOs may engage in other business ventures, including other selling activities, involving products, services or business opportunities. However, IBOs may not take advantage of their knowledge of or association with other IBOs whom they did not personally register, including their knowledge resulting from or relating to Line of Sponsorship Information, in order to promote and expand such other business ventures.

**6.3.1.** Every IBO agrees not to solicit, directly or indirectly, other IBOs whom he or she did not personally sponsor in order to sell, offer to sell or promote other products, services, business opportunities, investments, securities or loans not offered through or by Amway. Every IBO agrees not to sell, offer to sell or promote any other business opportunities, products or services in connection with the Plan. Nothing in this Rule 6.3 restricts the sale or distribution of Business Support Materials in accordance with Rule 7.

**6.3.2.** Nothing in this Rule 6.3 restricts, for example, an IBO regularly engaged in the operation of a service station, auto dealership, retail establishment, salon or a professional service (e.g., law, medicine, dentistry or accounting) from serving customers who are IBOs and who have sought them out. But an IBO shall not actively solicit the patronage of other IBOs based on knowledge or information gained as a result of being an IBO.

**6.4. Approval of Certain IBO Contract Changes:**

The sale of an ownership interest in an IB, transferring an IB, merging IBs, separating or dividing an IB, or assignment of any rights or obligations under an IBO Contract require express approval of Amway in writing. None of the foregoing may be used to manipulate the Line of Sponsorship.

**6.5. Individual Transfers:** An individual transfer involves the transfer of an IBO without any downline IBOs. Any IBO who wants to change his or her sponsor must submit a written request to Amway accompanied by (1) a written release signed by all the IBOs upline in the Line of Sponsorship up to and including the first qualified Platinum, (2) a written acceptance from the new IBO sponsor and new upline Platinum and (3) a statement indicating the business reason for the transfer request. Upon Amway's express approval in writing of the request, the written acceptance from the new sponsor and upline Platinum confirms that they will incur all responsibilities of the transferring IBO.

**6.6. Group Transfers:** A group transfer involves the transfer of an IBO with one or more downline IBOs.

**6.6.1.** An IBO who wishes to transfer to a different sponsor with one or more downline IBOs may do so only with the express approval of Amway in writing. In addition, an IBO must submit a written request to Amway accompanied by (a) written consent from all IBOs upline in the Line of Sponsorship up to and including the first qualified Platinum and also the first qualified Emerald, (b) written consent of all IBOs whom the transferring IBO wishes to transfer with him or her, (c) written consent by the new sponsor and his or her upline qualified Platinum to which the requesting IBO wants to be transferred and (d) a statement indicating the business reason for the transfer request.

**6.6.2.** No IBO currently qualified as a Silver Producer or above can be transferred with downline IBOs under this Rule.

**6.6.3.** An IBO formerly qualified as a Silver Producer or above may be transferred with downline IBOs if more than 12 months have elapsed since the IBO was so qualified.



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**6.7. Six-Month Inactivity:** An IBO who wishes to transfer to a different sponsor but is unable to obtain the necessary consents may not register under a new sponsor until the IBO has terminated his or her IBO Contract or failed to renew and has been inactive for a period of six months or longer. Following the lapse of the inactive period, the former IBO may register as a new IBO under a new sponsor.

**6.7.1.** During the period of inactivity, a person shall not conduct any of the activities of an IBO under his or her name, or in the name of another person or IB.

**6.7.2.** The following shall not interrupt the running of the six-month inactivity period: (a) procuring and/or submitting a written request for transfer; (b) engaging in the Mediation process under Rule 11.4; (c) operating an Amway-affiliated business in any other country in which an Amway affiliate conducts business; (d) directing an inquiry to Amway as to the status of his or her IB; or (e) purchasing Amway products or services as a Customer.

**6.7.3. Two-Year Inactivity:** An IBO who transfers to a new sponsor, or who registers under a different sponsor after 6 months of inactivity, may not sponsor any IBO who was previously upline or downline to him or her, up to and down to the first qualified Platinum unless at least two years have elapsed since the expiration of the sponsored IBO's contract.

**6.7.4. Two-Year Inactivity (Joining an Existing IB):** Former IBOs may not be added to an existing IB for a period of 24 months following the expiration of their IBO Contract.

**6.8. Sale of an IB:** An IBO who owns and operates an IB may sell his or her ownership interest in such IB only to another IBO who is in compliance with the Rules of Conduct and who has the sufficient skills, experience, judgment and resources to operate the IB, as reasonably determined by Amway. Amway requires that specific terms of sale be included in any sales agreement. Such terms and a sample sales agreement may be obtained from Amway. An IB may be sold only with the express approval of Amway in writing.

**6.8.1.** In order to preserve the Line of Sponsorship, the selling IBO must offer his or her IB in the order of priority stated below and the IBO(s) interested in purchasing the IB must meet all of the terms and conditions set forth in these Rules:

**6.8.1.1.** The first option to purchase belongs to the selling IBO's International Sponsor, who retains the right to acquire the IB throughout the negotiations to sell the IB by meeting the price and conditions of any bona fide offer received by and deemed acceptable to the selling IBO;

**6.8.1.2.** The second option to purchase belongs to the selling IBO's local Foster Sponsor so long as the first option has not been exercised. In the event the selling IBO has no International Sponsor, the local Sponsor retains the right to acquire the IB throughout the negotiations to sell the IB by meeting the price and conditions of any bona fide offer received by and deemed acceptable by the selling IBO;

**6.8.1.3.** The third option, exercisable so long as the first or second options above have not been exercised, belongs to any one of the selling IBO's personally registered IBOs;

**6.8.1.4.** The fourth option, exercisable so long as the first, second or third options above have not been exercised, belongs to any qualified Platinum IBO or above, either up or down the Line of Sponsorship from the selling IBO to the next qualified Diamond;

**6.8.1.5.** The final option, exercisable so long as the first, second, third or fourth options above have not been exercised, belongs to any IBO in good standing.

**6.8.2.** If Amway operates an IB and has entered into a servicing agreement with an IBO to manage the IB, Amway shall have the option of selling the IB to the servicing IBO.

**6.8.3.** When an IB is sold, it will remain in its same position in the Line of Sponsorship.

**6.9. Mergers and Combinations of IBs:** Mergers of IBs resulting from failure to file a Renewal Agreement, termination, resignation, death (with no designation of succession by heirs), or some involuntary event or cause beyond the control of any of the owners, are permitted, only with the express approval of Amway in writing.

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**6.10. Two IBs Rule:** An IBO may own or have an ownership interest in only one IB except: (a) where two IBOs marry; (b) where an existing IB purchases another IB pursuant to Rule 6.8; or (c) where the IB is, or will be, passed on to a deceased person's spouse, heirs or other beneficiary in accordance with Rule 3.10.

**6.11. Parent-Child Integration:** As part of a plan to ensure the continuity of IBs owned by parents and children ("Succession Plan"), parent and children IBOs may integrate their respective IBs, provided that they submit a written request to Amway and meet the following:

- a) the child(ren) must be personally registered by the parents; or the parents must be personally registered by the child(ren);
- b) the parent's IB and the child's (children's) IB must have operated as a separate IB for not less than two years by date of implementation;
- c) the parent and the child(ren) shall be qualified at the level of Platinum or above as of the implementation date;
- d) in the event that the parent(s) or the child(ren) is deceased or is not mentally or physically capable of running the IB before conditions b and c above have occurred, the child(ren) or parent(s) inheriting the IB shall have the right to integrate the separate IBs in accordance with this Rule.

Once the above conditions have been met, the Legal & Ethics Committee of the IBOAI Board shall review such request and provide Amway with a recommendation. Amway may or may not approve the request in light of such recommendation, the Succession Plan and the goals, objectives and benefits of the Plan. The implementation of the integration or de-integration shall be on September 1 after at least one full fiscal year has passed since Amway expressly approved the request in writing.

**6.12. Divorce, Separation or Other Dissolution of a Non-Spousal Partnership or Legal Entity:** IBOs who become involved in an action for divorce, separation of marital property, or the dissolution of a non-spousal partnership or Legal entity formed under Rule 3.3 must continue to conduct themselves in compliance with the Rules of Conduct.

**6.12.1.** During the pendency of a divorce, separation of marital property or dissolution of a Legal entity, the IBOs must adopt one of the following methods of operation: (a) the IBOs continue to operate the IB jointly on a "business-as-usual" basis; (b) one or more IBOs relinquishes his or her right and interest in the IB; (c) the IBOs may agree on a third party to operate the IB, subject to express approval of Amway in writing; or (d) if the IBOs cannot agree on a third party, Amway shall appoint a third party to act as a receiver during the pendency of the divorce or dissolution if Amway determines that such an appointment is necessary to prevent a negative impact on the business.

**6.12.2.** After a Final Decree or Judgment of Divorce, a Final Separation Agreement or other domestic contract that contains a Legally enforceable Property Settlement or Division of Assets that addresses their IB, or after a final dissolution of a Legal entity, IBOs may: (a) agree to continue to operate their IB in the form of a partnership or other Legal entity permitted under Rule 3.3; or (b) agree that one IBO may relinquish all rights in the original IB to the other IBO(s), at which time the withdrawing IBO is free to immediately register under any sponsor.

**6.12.3.** IBOs below the level of qualified Platinum level may not divide their IB in the case of a divorce, separation of marital property or other dissolution.

**6.12.4.** Upon approval by Amway following submission of a signed written request, IBOs who are qualified at the Platinum level may divide their IB so that one of the IBOs is the sponsor of the other IBO. In such a case, all Groups recognized by Amway as 25% Sponsor or above within the past one year ("qualified Groups") will remain registered under the downline IBO. IBO(s) in the remaining Groups ("non-qualified Groups") who wish to change their positions in the Line of Sponsorship must follow the requirements of the Individual or Group Transfer Rules at Rules 6.5 and 6.6, respectively.

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**6.12.5.** Qualified Emeralds or above at the time of divorce, separation of marital property or dissolution may divide their IB, thereby creating two separate IBs, one of which is sponsored by the other, in which case a “phantom IB” will be imposed over their separate IBs. Under the “phantom IB” arrangement, regardless of how the parties may split their IB, their separate IBs will be considered a single IB for purposes of determining bonuses to be paid to upline IBOs. The parties will function as two separate IBOs so far as themselves, their respective IBs and their respective sponsored IBOs are concerned. The IB of one IBO is not permitted to earn a Leadership Bonus or a Depth Bonus on the volume of the IB of the other IBO. Even though the original IB is divided into two separate IBs, Amway may, if the IBOs request, recognize both newly created IBs as a single entity for purposes of determining annual bonuses. Thus, the “phantom IB” arrangement continues the previously existing IB for purposes of calculating and paying higher award level bonuses to the IBOs of the original IB. If one IBO registers another IBO of the original IB, the downline sponsored IBO at maximum Performance Bonus level may count as a qualifying “Group” for recognition purposes only. Amway will issue all annual bonus checks in the joint names of the IBOs of the original IB, leaving it to them to determine how the funds are to be divided. Whenever an Emerald or above IB is divided, the IBOs of the original IB may rely on their former pin level to meet the requisite pin-level qualification for an invitation to Amway-sponsored events for one fiscal year following the fiscal year in which the divorce, separation, or marital property or other dissolution occurred. Once an IB has been divided into two IBs, the new IBs will no longer be considered as a single combined IB for purposes of future higher pin/award recognition, but each separate IB must thereafter qualify on its own. To effect a division of the IB and to permit the IBOs to operate separate IBs, the IBOs must file a certified copy of the Final Decree or Judgment of Divorce, a Final Separation Agreement or other domestic contract that contains a Legally enforceable Property Settlement or Division of Assets that addresses their IB, or a final Dissolution Agreement and any additional documents requested by Amway.

**6.13. Disposition of an IB:** If an IBO resigns, fails to renew, terminates his or her IB, dies without transferring the IB or is terminated by Amway, Amway shall decide the future of the IB in accordance with these Rules.

## 7. Business Support Materials

Business Support Materials (BSM) as used in these Rules means all products and services (including but not limited to business aids, books, magazines, flip charts and other printed material, online literature, internet websites, advertising, audio, video or digital media, rallies, meetings and educational seminars and other types of materials and services) that are (i) designed to solicit and/or educate Prospects, Customers or prospective Customers of Amway™ products or services, or to support, train, motivate and/or educate IBOs, or (ii) incorporate or use one or more of the Marks or Copyrighted Works of Amway, or (iii) are otherwise offered with an explicit or implied sense of affiliation, connection or association with Amway. Unless otherwise specified in writing, IBOs acknowledge that nothing in this Rule, or in any other Rule, shall be construed or interpreted as a license or other permission to incorporate any LOS Information into any BSM.

### 7.1. General Rules on BSM

**7.1.1.** IBOs may sell BSM only in accordance with Rules 7.1 and 7.2. BSM created, used, promoted, distributed, or offered for sale by or to IBOs must: (a) comply with all Quality Assurance Standards and any applicable Rules of Conduct relating to their use, promotion and sale; (b) be submitted to Amway for review prior to use, promotion, distribution or sale; (c) be authorized by Amway; and (d) if required for the category of BSM, bear the authorization number provided by Amway. Except as explicitly provided in the Quality Assurance Standards, BSM may not be offered for sale to Prospects. A copy of the currently applicable Quality Assurance Standards is available from Amway upon request by IBOs eligible to sell or promote BSM.

**7.1.2.** Amway’s Satisfaction Guarantee and Buy-Back Rules do not apply to materials not sold by Amway. BSM may only be sold subject to the right of the purchaser to return such BSM for a refund in accordance with the following:

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**7.1.2.1.** The terms of the refund policy, including terms regarding procedures for the resolution of disputes and the responsible person for returns, must be clearly communicated to the purchaser prior to any sale. In addition to any other person designated to handle returns, the selling IBO and the Approved Provider shall be responsible for handling returns if the sale occurred under Rule 7.2 and the selling IBO together with the selling IBO's upline Platinum IBO or above shall be responsible for handling returns of all other sales.

**7.1.2.2.** During the first 90 days following an IBO's registration with Amway, the IBO may return all BSM of any form purchased, including meeting tickets, together with proof of purchase, for a 100% refund of the price paid for such BSM.

**7.1.2.3.** Except as provided in Rule 7.1.2.4, an IBO end user of BSM may return BSM purchased, together with proof of purchase, within 180 days following purchase, for a refund on commercially reasonable terms.

**7.1.2.4.** Except as provided in Rule 7.1.2.2, each IBO who chooses to sell tickets to seminars, events and other business meetings is obligated to buy back tickets purchased for the purchaser's personal use for a period of 30 days after the event, provided the dissatisfied purchaser personally attended the event. Such refund shall be for that portion of the cost of the event related to admission to the event, exclusive of the cost of travel, meals or hotel accommodations.

**7.1.2.5.** BSM offered in the form of website subscriptions and downloadable media are subject to the following requirements, in addition to Rule 7.1.2: (a) Purchasers cancelling website subscriptions are entitled to a refund for unused, whole months of any prepaid subscription(s); and (b) Purchasers of downloadable media are entitled, if dissatisfied, to obtain a replacement download of equal value within 30 days of the purchase of the subject downloadable media.

**7.1.3.** IBOs promoting, selling, distributing or offering BSM for sale must: (a) ensure that such BSM are not sold or offered for sale in conjunction with the IBO's registration with Amway; (b) provide purchasers of such BSM with any disclosures or other information that may be required by Amway from time to time; (c) clearly inform every IBO purchasing BSM that purchasing BSM is optional, is strictly voluntary, and may be helpful but is not

necessary to build a successful independent business; and (d) advise the purchaser about refund policies that apply to such BSM in accordance with Rule 7.1.2.

**7.1.4.** No IBO may record an Amway presentation without the prior specific written consent of Amway. An IBO may make a single recording of the talks or presentations made by non-Amway employees at any Amway-sponsored meeting, provided the recording is for their personal use and is not reproduced for any purpose.

**7.1.5.** Although the specific content of live seminars, events, business meetings or other similar BSM must comply with the Quality Assurance Standards, such BSM do not require prior authorization from Amway unless or until the content is reduced to a fixed media (such as in print, audio or video) for use with IBOs or Prospects.

**7.1.6.** An IBO who purchases, promotes, distributes or offers BSM for sale shall use reasonable efforts to determine that the quantity and cost of BSM are reasonably related to sales volume and profits of the purchaser's IB.

**7.1.7.** IBOs who create, promote, distribute or sell BSM to other IBOs may not compensate or remunerate other IBOs in connection with such distribution, except in accordance with Rule 7.2.

**7.1.8.** IBOs may organize seminars, events or business meetings for IBOs consistent with their training obligations as sponsors or Platinums.

**7.1.9.** IBOs creating, using, selling, promoting or distributing BSM apart from Rule 7.2 must obtain appropriate written authorization from Amway in accordance with Rule 8 in order to use any Marks or otherwise use any copyrighted material or other intellectual property of Amway in connection with such BSM.

**7.1.10.** IBOs creating, using, selling, promoting or distributing BSM must not infringe the copyrights or intellectual property rights of Approved Providers, other IBOs or third parties.

**7.1.11.** IBOs qualified at the Platinum level or above who are not affiliated with an Approved Provider and who wish to sell, promote or distribute BSM must register with Amway by completing the "Platinum BSM Registration Form" available from the Business Support Materials Administration Department.

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## 7.2. Sale, Promotion and Distribution of BSM with Authorization from an Approved Provider (a supplier authorized by Amway to provide BSM to IBOs or use BSM with Prospects, pursuant to the ACCREDITATION PLUS Program)

**7.2.1.** IBOs who wish to sell, promote or earn income from the sale of BSM from an Approved Provider must have a written contract or other binding authorization from that Approved Provider in accordance with the Program, obligating the IBO to adhere to applicable Quality Assurance Standards in connection with such activities.

**7.2.2.** IBOs who are authorized by an Approved Provider to sell, promote or distribute an Approved Provider's BSM in accordance with Rule 7.2 require no further written authorization from Amway to conduct such activity.

## 8. Marks and Copyrighted Works

Amway's Marks and Copyrighted Works are important and valuable business assets of Amway. The Marks help identify the source and reputation of Amway products and services worldwide and distinguish them from those of competitors. Amway makes commercially reasonable efforts to protect the Marks from improper use, including through the Rules of Conduct, accreditation of Approved Providers and a corporate identity program that requires the correct and consistent use of the Marks, both in appearance and substance.

**8.1. Use of Marks and Copyrighted Works:** An IBO may use Amway's Marks and Copyrighted Works only with Amway's prior written permission, which may be expressed through general publication (to all IBOs) or through a specific writing to one or more IBOs. Without limitation, Amway may require conformity with specifications, may require that materials that use Amway's Marks and/or Copyrighted Works be sourced from Amway or an Amway-approved supplier and may otherwise condition use of its Marks and Copyrighted Works. Any permission granted by Amway shall constitute a limited, non-exclusive, nontransferable and revocable license to use such Marks and Copyrighted Works solely in connection with the Amway business in the Region. Subject to conditions and specifications published or specifically provided in writing from time to time, the Marks and Copyrighted Works may be used only on:

(a) exterior and interior office signs; (b) all forms of vehicle signs; (c) telephone listings; (d) promotional literature; (e) stationery; (f) premiums; and (g) business cards. Other proposed uses will be considered upon request. Without limitation, Amway will not authorize an IBO to use the Marks on imprinted checks.

## 9. Complying with the IBO Contract (Remedies for Breach)

Complying with the IBO Contract is essential for preserving a strong and viable business for IBOs and Amway. IBOs and Amway each have rights and responsibilities in case of a breach of the IBO Contract.

**9.1. Amway's Rights and Responsibilities:** When Amway detects a potential breach of the IBO Contract, it will first investigate as appropriate. Before taking enforcement action, Amway shall attempt to contact the IBO in an effort to resolve the issue. If the communication does not resolve the issue, Amway may take any enforcement action authorized by the IBO Contract including, but not limited to, one or any combination of the following:

**9.1.1.** A written warning to an IBO and/or upline or downline IBOs in the Line of Sponsorship.

**9.1.2.** Retraining an IBO and/or upline or downline IBOs in the Line of Sponsorship.

**9.1.3.** Suspending some or all of the rights of an IBO for a specified period of time, or until certain conditions have been satisfied.

**9.1.4.** Withdrawing or denying an award, trip, pin recognition or other incentive.

**9.1.5.** Withholding any monthly or annual bonus or incentive payments.

**9.1.6.** Compensatory remedies, as applicable.

**9.1.7.** Transferring an IBO or a group of IBOs.

**9.1.8.** Terminating an IBO Contract.

If an IBO elects to challenge any action taken by Amway under this Rule, the IBO shall submit the issue to the Dispute Resolution Procedures described in Rule 11.



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**9.2. IBO Rights and Responsibilities:** If an IBO believes that another IBO has breached the IBO Contract, the IBO first should contact the IBO in question in an effort to resolve the issue. If an IBO believes that Amway has breached the IBO Contract, the IBO first shall contact Amway in an effort to resolve the issue. If discussion with either an IBO or Amway does not resolve the issue, the IBO may file a written complaint with Amway. The complaint should explain the issue in as much detail as possible and include all supporting documents. Amway will investigate as appropriate and take enforcement or corrective action under the IBO Contract, if necessary. If any issue remains unresolved, it shall be submitted to the Dispute Resolution Procedures described in Rule 11.

**9.2.1.** An IBO who elects to challenge the validity of a Rule or other term of the IBO Contract shall first contact Amway in an effort to resolve the issue. If the IBO is not satisfied with Amway's response, the dispute shall be resolved in Arbitration under Rule 11.5.

**9.3. Duty to Cooperate:** All IBOs are required to respond to inquiries and otherwise cooperate in a timely fashion with any investigation conducted by Amway. Failure to respond to inquiries or to otherwise cooperate in a timely fashion is a breach of the IBO Contract and may result in Amway taking action against the IB.

**9.4. Non-Waiver:** The failure of Amway or any IBO to enforce any breach of any provision of the IBO Contract shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of the IBO Contract.

## 10. Modification of the IBO Contract

Amway may modify the IBO Contract in accordance with the following procedures:

**10.1.** Any changes to Rule 11 require mutual agreement of the IBOAI Board and Amway. For all other Rules, final decision-making authority on amendments to the IBO Contract rests with Amway. Amway will, prior to final action, submit to the IBOAI Board for discussion, evaluation and recommendation all changes in the IBO Contract that materially affect IBOs.

**10.2.** Amway will notify IBOs of the proposed changes subject to Rule 10.1 by making them available to review by logging on to [www.amway.ca](http://www.amway.ca) and solicit comments from IBOs concerning the proposed changes. Amway and the IBOAI Board will consider any comments submitted

during the 30 days following such notice. The proposed changes shall become effective 15 days after the end of the comment period, unless Amway makes further modifications, after consultation with the IBOAI Board (and agreement in the case of Rule 11). Amway shall provide notice of any such further modifications on [www.amway.ca](http://www.amway.ca) 15 days prior to the effective date of such further modifications. These time periods may be shortened when it is necessary for a particular change to comply with a new law or other government mandate, to protect IBOs from serious financial harm, or to protect the integrity of the Plan. Rule changes have prospective effect only.

**10.3.** Prior to the effective date of any proposed Rule change, any IBO who is unwilling to accept a Rule change can, if he or she wishes, provide notice of his/her intent to resign from the Amway business on the effective date of the Rule change. Unless the proposed Rule change is withdrawn, the IBO's resignation will become effective and Amway will refund a pro rata share of the IBO's registration or renewal fee for that year. The resigning IBO may sell his or her IB in accordance with Rule 6.8. In addition, the resigning IBO can return any unused, marketable products pursuant to Rule 4.10.

## 11. Dispute Resolution Procedures

Disputes arising out of or relating to an IB, the Plan or all other terms of the IBO Contract, including, but not limited to, any state or federal statutory or common law claims, as well as disputes involving Business Support Materials ("Disputes") shall be resolved in accordance with this Rule. The dispute resolution procedures in this Rule apply to Disputes involving the following parties: (1) an IBO, a former IBO, or any such IBO's officers, directors, agents, or employees (collectively referred to as "IBOs" for purposes of this Rule 11); (2) Amway, Amway Canada Corporation, and any parent, subsidiary, affiliate, predecessor, or successor thereof, or any of their officers, directors, agents, or employees (collectively referred to as "Amway" for purposes of this Rule 11); and (3) an Approved Provider, a former Approved Provider, or its officers, directors, agents, or employees (collectively referred to as "Approved Providers" for purposes of this Rule 11). IBOs, Amway, and Approved Providers are collectively referred to for purposes of this Rule 11 as the "Party" or "Parties". Rule 11 is reciprocal and applies to all of the Parties.

The only exception is when the claim made by an IBO or Amway is for a debt on account for product or services offered through or by Amway to or on behalf of the IBO, and the only Parties to that claim are Amway and the IBO, and the total value of the claim is less than \$10,000.00. In such cases the IBO or Amway may elect to pursue the claim in any court of

<sup>1</sup> IBOAI is a registered trademark of Independent Business Owners Association International.



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competent jurisdiction including small claims court. In all other cases the Parties will resolve the Dispute as provided for under these Rules, up to and including Binding Arbitration if necessary.

**11.1. Amendment Only with IBOAI Consent:** This Rule 11 and its subparts shall be amended only by mutual agreement between Amway and the IBOAI Board, and such amendments shall not be retroactively applied to any dispute known to Amway or the IBOAI Board at the time of amendment.

**11.2. Temporary or Preliminary Injunctive Relief:** Nothing in these Rules prevents the Parties from seeking temporary or preliminary injunctive or other relief from a court of competent jurisdiction, notwithstanding the Parties' obligation to participate in the Mediation process or Binding Arbitration under Rule 11.

**11.3. Confidentiality:** The Parties, when involved in the dispute resolution process in any manner, will not disclose to any other person not directly involved in the dispute resolution process: (a) the substance of, or basis for, the Dispute; (b) the content of any testimony or other information obtained through the dispute resolution process; or (c) the resolution (whether voluntary or not) of any matter that is subject to the dispute resolution process. However, nothing in these Rules shall preclude any one of the Parties from, in good faith, investigating a claim or defense, including interviewing witnesses and otherwise engaging in discovery.

**11.4. Non-Binding Mediation:** The Mediation process comprises two stages: Facilitative Mediation and a Hearing Panel, both of which are non-binding. The Mediation process is reciprocal and applies to all Parties. The Parties to a Dispute shall engage in the Mediation process set forth in this Rule 11.4 prior to proceeding to Binding Arbitration pursuant to Rule 11.5; however, in Disputes where an IBO is a Party, the IBO may, at the IBO's sole discretion, opt out of the Mediation process at any time, before or during either the Facilitative Mediation or Hearing Panel stages, and may instead proceed directly to Binding Arbitration pursuant to Rule 11.5.

The Party first seeking resolution of a Dispute shall commence Facilitative Mediation, subject to an IBO's ability to opt out of the Mediation process as described above, by providing a Request for Mediation form to the other affected Parties and, in any Dispute, the Amway Business Conduct and Rules Department. In cases where the IBOAI will be involved in the Mediation process, a copy of the Request for Mediation will also be given to the IBOAI and the IBOAI Hearing Panel Chairperson.

**11.4.1. Facilitative Mediation:** In the event that a Facilitative Mediation takes place, the IBOAI Board provides experienced IBOs who are available to serve as mediators ("IBOAI Mediator").

**11.4.1.1.** In cases where only IBOs and Amway are Parties to the Dispute and one or more IBOs involved in the Dispute have not opted out of the Mediation process pursuant to Rule 11.4, an IBOAI Mediator will serve and conduct a Facilitative Mediation with the Parties, unless one or more IBOs involved in the Dispute objects to an IBOAI Mediator. In that case, the Facilitative Mediation will take place with an independent neutral mediator acceptable to all Parties. Amway can provide a list of possible mediators, but the Parties are not obligated to agree to any mediator on that list.

**11.4.1.2.** In cases where an Approved Provider is a Party to the Dispute and one or more IBOs involved in the Dispute have not opted out of the Mediation process pursuant to Rule 11.4, the Facilitative Mediation will take place with an independent neutral mediator acceptable to all Parties, unless all of the Parties involved in the Dispute stipulate to Facilitative Mediation with an IBOAI Mediator. Amway can provide a list of possible mediators, but the Parties are not obligated to agree to any mediator on that list.

**11.4.1.3.** In all instances where the Parties cannot agree on a mediator within ten business days of receiving the Request for Mediation form, any Party upon notice to any other Party involved in the Dispute may request the American Arbitration Association (AAA) to select a mediator.

**11.4.1.4.** Amway will pay the reasonable fees of the mediator for up to one full day, except that if an Approved Provider is a Party, the Approved Provider is responsible for its pro rata share of the mediator's fee.

**11.4.1.5.** The Facilitative Mediation shall take place within 30 days of selection of a mediator. The Parties may agree to extend this date by 30 days. And, the mediator may extend the deadline an additional 30 days upon the request of a Party (for a total of no more than 90 days from the date of the selection of a mediator).

**11.4.1.6.** The Facilitative Mediation proceeding is confidential and not open to the public; but any participant may, if he or she chooses, be accompanied by an attorney or another personal representative, such as an upline IBO or a friend or family member, as long as the representative agrees to the confidentiality obligations set forth in Rule 11.3.

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**11.4.1.7.** All Parties who receive notice of the Facilitative Mediation are required to participate, subject to an IBO's ability to opt out of the Mediation process pursuant to Rule 11.4. The Parties are strongly encouraged to attend the Facilitative Mediation in person, but are not required to do so. Should the Parties choose to attend in person, they are responsible for their own expenses. Failure by Amway or any disputing IBO to participate in good faith is a breach of the IBO Contract, and the Party found to be in breach shall reimburse the other Parties for any expense directly caused by the breach, as determined by the mediator.

**11.4.1.8.** The mediator shall within 14 days following the Facilitative Mediation provide the Parties with a written statement summarizing any agreement between the Parties resolving their Disputes and, for any Dispute not settled, declaring that the Parties are at an impasse. The mediator may, at his/her discretion, recommend a resolution for any Dispute not settled in the Facilitative Mediation. Within 14 days of receiving this summary, each Party shall state in writing whether or not it agrees with any recommendation by the mediator, in whole or in part.

**11.4.2. Hearing Panel:** If any part of the Dispute is not resolved by Facilitative Mediation under Rule 11.4.1, any IBO who is a Party to the remaining Dispute may request a Hearing Panel, subject to the IBO's ability to opt out of the Mediation process pursuant to Rule 11.4. Any remaining Dispute involving an Approved Provider, or any challenge to the impartiality of the Hearing Panel itself, shall go directly to Binding Arbitration without a Hearing Panel.

**11.4.2.1.** A Request for Hearing Panel Form must be filed with the Amway Business Conduct and Rules Department or the Hearing Panel Chairperson within 30 days after the mediator's written statement pursuant to Rule 11.4.1.8. Upon receipt of a request, the matter is scheduled for the next Hearing Panel session, which shall be not more than 60 days following the request. All Parties who receive notice of the hearing are required to participate, subject to an IBO's ability to opt out of the Mediation process pursuant to Rule 11.4, unless excused by the Hearing Panel Chairperson or his/her designee. The Parties are strongly encouraged to attend the hearing in person, but are not required to do so. Should the Parties choose to attend in person, they are responsible for their own expenses.

**11.4.2.2.** The IBOAI Board Executive Committee selects the Hearing Panel Chairperson, three additional Panel members, and alternates who may serve on the Hearing Panel. The Hearing Panel Chairperson will confirm that no Panel member presents a conflict of interest with respect to the matters over which the Panel presides. Once selected, the Panel members are barred from discussing the Dispute with anyone before the date of the hearing. Each Panel member and the Parties involved receive a copy of the entire Dispute file.

**11.4.2.3.** The Parties shall exchange all documents on which they intend to rely during the hearing at least 10 days in advance of the hearing. In addition, Parties must submit to the Panel all documents on which they intend to rely in proving or defending their claim at least 10 days in advance of the hearing. If a Party does not submit such documents in a timely fashion, the Hearing Panel Chairperson may refuse to allow their introduction.

**11.4.2.4.** The Chairperson of the Panel is empowered to control the conduct of the hearing, and to have authorized persons administer an oath to any witness. The rules of evidence do not apply.

**11.4.2.5.** When a voluntary resolution does not occur, the Hearing Panel, within 30 days following completion of the hearing, will issue to the Parties and Amway a written statement of facts and a non-binding recommendation for resolution, including, if appropriate, the imposition of certain sanctions. Within 14 days of receiving that recommendation each Party shall inform the Panel and the other Parties in writing whether that Party: (a) accepts the recommended resolution in its entirety; (b) accepts some specific portions of the recommended resolution and rejects the others; or (c) rejects the recommended resolution in its entirety. Any Party may demand arbitration of any unresolved Dispute under Rule 11.5.

**11.5. Binding Arbitration:** The Parties shall submit any Disputes that were not resolved through the Mediation process described in Rule 11.4, to Binding Arbitration in accordance with this Rule 11.5.

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**11.5.1.** The arbitration award shall be final and binding and judgment thereon may be entered by any court of competent jurisdiction. The Parties acknowledge that this Binding Arbitration agreement is made pursuant to a transaction involving interstate commerce, and agree that the Federal Arbitration Act shall apply in all cases and govern the interpretation and enforcement of the Binding Arbitration agreement, arbitration rules and arbitration proceedings.

**11.5.2. Class Action Waiver:** The Parties mutually waive any right to assert any Dispute as a class, collective or representative action, or to participate in any Dispute asserted as such.

**11.5.3. No Class Arbitration:** The Parties agree that, if the Class Action Waiver at Rule 11.5.2 is found to be void or unenforceable for any reason, any motion to have the Dispute certified as a class action, and any ensuing class action should it be certified, must be heard and disposed of only by a court, and not by an arbitrator; class action claims cannot be submitted to arbitration under these Rules under any circumstances.

**11.5.4. Commencement of Arbitration:** The complaining Party may file a demand for arbitration with either the American Arbitration Association (“AAA”) or JAMS. The arbitration will be commenced and conducted in accordance with the AAA or JAMS (whichever is chosen) fee schedules and commercial arbitration rules and this Rule 11.5. If there is any conflict between the JAMS or AAA arbitration rules and this Rule 11.5, Rule 11.5 shall apply. The commercial arbitration rules and information about initiating an arbitration may be obtained by (1) contacting AAA at 800-778-7879 or visiting [www.adr.org/Rules](http://www.adr.org/Rules), or (2) contacting JAMS at 800-352-5267 or visiting [www.jamsadr.com/adr-rules-procedures](http://www.jamsadr.com/adr-rules-procedures).

**11.5.4.1.** If an IBO demands arbitration against Amway or an Approved Provider and the IBO’s claim is less than \$10,000, Amway or the Approved Provider, whichever is the applicable respondent, shall pay for all applicable fees of AAA or JAMS for initiating and administering the arbitration and the reasonable fees for the arbitrator for up to two days. If the IBO’s claim exceeds \$10,000, applicable AAA or JAMS fees for initiating and administering the arbitration and reasonable fees for the arbitrator shall be borne by the Parties equally.

**11.5.5. Limitations:** Unless prohibited by law, demand for arbitration by any Party shall be made within two 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. The two-year period or any shorter statutory limitations period shall be tolled during the Mediation process described in Rule 11.4, provided that the Mediation process shall not revive any limitations period that has expired before the time a Party invokes Rule 11.4.

**11.5.6. Single Arbitrator:** Unless all Parties to the arbitration agree otherwise, a single arbitrator shall be chosen, and Arbitrator candidates must have at least five years’ experience as a state or federal judge or as a full-time ADR professional, including substantial experience in commercial arbitration.

**11.5.7. Arbitrability Issues to Be Decided By Arbitrator:** 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.

**11.5.8. Award:** The arbitrator’s award shall be limited to deciding the rights and responsibilities of the Parties in the specific dispute being arbitrated. The arbitrator’s award shall have no collateral estoppel effect in any other proceeding. The arbitrator shall not provide a statement of reasons for his or her award unless requested to do so by all Parties.

**11.5.9. Consolidation:** Similar claims involving multiple Parties may be consolidated before a single arbitrator if all Parties agree. The arbitrator will decide any disputed consolidation issues.

**11.5.10. Discovery:** Notwithstanding any discovery provisions in the JAMS or AAA commercial arbitration rules incorporated in paragraph 11.5.4 above, no discovery shall occur in an arbitration under these Rules unless and until specifically authorized by the arbitrator. The arbitrator shall decide the amount, scope and timing of discovery as appropriate in each case. In addition, before requiring any discovery, the Parties involved in the arbitration shall agree on an appropriate confidentiality order consistent with the IBO Contract. If they fail to agree, the arbitrator shall impose appropriate confidentiality requirements on the Parties and witnesses.



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