



SuccessPlan | Canada

as of August 2011

EST. 1975 
SWITZERLAND



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Arbonne SuccessPlan | Canada

A harmonious balance of effort and reward

The Arbonne SuccessPlan is one of the most dynamic and generous compensation plans in the network marketing industry. From your first great day with an independent Arbonne business, you can begin to earn money. Whether your goal is to use and share the product, develop a retail Client base, build and train an extensive network organization, or a combination of all, the Arbonne SuccessPlan offers you lucrative rewards. The rewards include: retail mark-up potential, cash bonuses, sales overrides, generation overrides, Mercedes-Benz Cash Bonus Program, travel and life insurance benefits.

Use the SuccessPlan to plan your success

Not only does Arbonne's compensation plan pay you for your success, its very structure helps you plan for your success, hence the name SuccessPlan. The SuccessPlan is designed to provide you with visible, manageable targets of achievement at each step of your Arbonne journey.

Take control of your future

In the corporate world, your pay raises and bonuses are determined by someone else. The Arbonne SuccessPlan is there to pay you for your business-building and product-retailing efforts. Let Arbonne help you get all the raises and bonuses you deserve!

Capitalized terms used throughout the SuccessPlan are defined on Page 10.



THESE POLICIES CONTAIN STATEMENTS REGARDING THE ARBONNE COMPENSATION PLAN. THERE ARE NO GUARANTEES REGARDING INCOME, AND THE SUCCESS OR FAILURE OF EACH ARBONNE INDEPENDENT CONSULTANT, LIKE ANY OTHER INDEPENDENT BUSINESS, DEPENDS UPON EACH ARBONNE INDEPENDENT CONSULTANT'S OWN SKILLS AND PERSONAL EFFORT.

Benefits

Preferred Client

- 20% discount from the Suggested Retail Price (SRP) on all Arbonne products excluding Business Aids, Sample Packs and Starter Kits.
- 4% override on the Override Volume (OV) of all personally sponsored Preferred Clients and Consultants.
- Access to ongoing product specials and other monthly promotions.

Consultant

- 35% discount from the SRP on all Arbonne products excluding Business Aids, Sample Packs and Starter Kits.
- 15% Preferred Client Commission on Retail Volume (RV) orders, excluding RV on product promotions, placed by personally sponsored Preferred Clients. Potential for additional Preferred Client Commissions on qualifying RV of Preferred Clients who are not serviced by another Consultant.
- 4% override on the OV of all personally sponsored Preferred Clients and Consultants.
- Access to ongoing product specials, Arbonne incentives and other monthly promotions.

District Manager

Same benefits as a Consultant, except 4% override, plus:

- 8% override on Central District OV.
- \$240 District Manager Cash Bonus with Central District sales of 5,000 QV and minimum five new Arbonne Independent Consultants with at least 150 Personal Qualifying Volume (PQV) each in their Start Month.
- Direct deposit service for override and bonus cheques.

Executive District Manager

Same benefits as a District Manager, plus:

- 8% override on 1st Generation District Managers' OV.
- 2% override on 2nd Generation District Managers' OV with two 1st Generation Districts.
- 1% override on 3rd Generation District Managers' OV with three 1st Generation Districts.

Area Manager

Same benefits as an Executive District Manager, plus:

- 6% override on Central Area OV.
- \$480 Area Manager Cash Bonus with Central Area sales of 20,000 QV and minimum 10 new Arbonne Independent Consultants with at least 150 PQV each in their Start Month; receive the greater of the District or Area Cash Bonus.

Executive Area Manager

Same benefits as an Area Manager, plus:

- 6% override on 1st Generation Area Managers' OV.
- 1% override on 2nd Generation Area Managers' OV with two 1st Generation Areas.
- 1% override on 3rd Generation Area Managers' OV with three 1st Generation Areas.

Regional Vice President

Same benefits as an Executive Area Manager, plus:

- 3% override on Central Region OV.
- \$720 Vice President Cash Bonus with Central Region QV of 60,000 and minimum 30 new Arbonne Independent Consultants with at least 150 PQV in their Start Month; receive the greater of the Region, Area or District Cash Bonus.
- \$960 Mercedes-Benz Cash Bonus with Central Region sales of 40,000 QV, a \$720 bonus with 35,000 QV, a bonus of \$480 with QV of 30,000 and a bonus of \$240 with 25,000 QV, including Promotion Credits. For every month Paid-As an RVP or as an RVP in Title Maintenance, an RVP is eligible for the Mercedes-Benz Cash Bonus Program when the RVP provides documentation that he or she has purchased or leased a white Mercedes-Benz automobile and for so long as the RVP continues to own or lease a white Mercedes-Benz automobile. If an RVP is reassigned to Consultant rank under Section 3.8 of the Policies & Procedures, the RVP will no longer be eligible for the Mercedes-Benz Cash Bonus Program.

Executive Regional Vice President

Same benefits as a Regional Vice President, plus:

- 3% override on 1st Generation Regional Vice Presidents' OV.
- 2% override on 2nd Generation Regional Vice Presidents' OV with two 1st Generation Regions.
- 2% override on 3rd Generation Regional Vice Presidents' OV with three 1st Generation Regions.
- Arbonne Independent Consultant life insurance plan.

QUALIFIED STATUS

IN ORDER TO PARTICIPATE IN MANAGEMENT QUALIFICATION PROGRAMS AND IN THE VARIOUS BONUS AND OVERRIDE PROGRAMS, ARBONNE INDEPENDENT CONSULTANTS MUST ACCUMULATE A MINIMUM OF 100 IN PERSONAL QUALIFYING VOLUME (PQV) EACH MONTH AND BE IN COMPLIANCE WITH THE AGREEMENT (AS DEFINED ON PAGE 10).

Benefits cont'd

National Vice President

Same benefits as an Executive Regional Vice President, plus:

- 1% override on Central Nation OV.
- \$1,200 Mercedes-Benz Cash Bonus with Central Nation sales of 160,000 QV, a \$960 bonus with 140,000 QV, a bonus of \$720 with 120,000 QV and a bonus of \$480 with 100,000 QV, including Promotion Credits. For every month Paid-As an NVP or as an NVP in Title Maintenance, the NVP will be eligible for the Mercedes-Benz Cash Bonus Program when the NVP provides documentation that he or she has purchased or leased a white Mercedes-Benz automobile and for so long as the NVP continues to own or lease a white Mercedes-Benz automobile. If an NVP is reassigned to Consultant rank under Section 3.8 of the Policies & Procedures, the NVP will no longer be eligible for the Mercedes-Benz Cash Bonus Program.

Executive National Vice President

Same benefits as a National Vice President, plus:

- 1% override on 1st Generation National Vice Presidents' OV.
- 1% override on 2nd Generation National Vice Presidents' OV with two 1st Generation Nations.
- 1% override on 3rd Generation National Vice Presidents' OV with three 1st Generation Nations.
- 1% override on 4th Generation National Vice Presidents' OV with four 1st Generation Nations.
- 1% override on 5th Generation National Vice Presidents' OV with five 1st Generation Nations.
- 1% override on 6th Generation National Vice Presidents' OV with six 1st Generation Nations.

YOUR SUCCESSLINE =

ALL ARBONNE INDEPENDENT CONSULTANTS WHO HAVE BEEN SPONSORED BELOW YOU, NO MATTER HOW DEEP, REGARDLESS OF WHETHER THEY WERE PERSONALLY SPONSORED BY YOU OR SPONSORED BY ARBONNE INDEPENDENT CONSULTANTS BELOW OTHER ARBONNE INDEPENDENT CONSULTANTS.

Qualification Programs

Qualified Status

In order to participate in management qualification programs and in the various bonus and override programs, Arbonne Independent Consultants must accumulate a minimum of 100 PQV each month and be in compliance with the Agreement. If a Preferred Client meets the qualification requirements to advance to Consultant rank, the process of reassignment to Consultant rank will occur at the time of achievement. If an Arbonne Independent Consultant with the rank of Consultant or above meets the qualification requirements to advance to the next rank, the process of reassignment takes place automatically at the end of the month of achievement and is effective on the first day of the following month. Levels of achievement are determined solely by the activity of each Arbonne Independent Consultant and their group activity.

Preferred Client

- Register for \$35, complete the Independent Consultant Application & Agreement form and receive the Arbonne Preferred Client Starter Kit. Individuals who initially register as a Preferred Client and later earn Consultant rank by meeting the business-building activity requirements below do not receive the Arbonne Independent Consultant Starter Kit upon reassignment.

Consultant*

There are three separate ways to qualify for Consultant rank: (1) register for it at the time of initial sign-up, (2) earn it through business-building activity, or (3) upgrade to it (one-time limit), each as described further below.

Register

- For \$130, complete the Independent Consultant Application and Agreement form and receive the Arbonne Independent Consultant Starter Kit.

Earn

- Demonstrate BOTH of the following business-building behaviours in two of three consecutive months:
 1. Accumulate at least 150 PQV.
 2. Sponsor two or more new Preferred Clients or Consultants who also accumulate 150 PQV in their Start Month.

Upgrade

- Purchase the Arbonne Independent Consultant Starter Kit for \$95 and receive a status upgrade. This will result in a change in the individual's rank from Preferred Client to Consultant as of the date of payment.
- Preferred Clients may only purchase a Consultant upgrade once under their Arbonne ID.
- Individuals who initially register as a Consultant have automatically used this one-time upgrade. If they do not meet Consultant status maintenance requirements and are reassigned to Preferred Client status, they are not eligible to purchase the Consultant Starter Kit again to receive another upgrade to Consultant rank.

**In order to maintain the Consultant rank and receive related Consultant benefits, Consultants must meet ongoing activity requirements described further on Page 8. Consultants who do not meet these maintenance requirements will be reassigned to Preferred Client rank. Consultants sponsored on or before January 31, 2009, qualify for and will maintain Consultant rank, provided they renew their Agreement by paying the annual renewal fee.*

Qualification Programs cont'd

District Manager

One-, two- or three-month qualification options

- When you accumulate 1,000 PQV — your personal sales — or 2,500 QV in a month, you will automatically enter into qualification for District Manager.

And to complete qualification:

- 6,000 QV in one month, 6,000 QV over two consecutive months or 7,500 QV over three consecutive months.
- QV will be accumulated over the entire qualification period.
- Minimum 2,500 QV in the last month of the qualification period.
- 1,000 PQV accumulated in the qualification period.
- If applicable, Pick-up Credit of 650 QV for one or more personally sponsored, promoted, Paid-As District Manager or above, 1st Generation, each month.

Executive District Manager

A District Manager who promotes a new District from Central District.

Area Manager

Two- or three-month qualification options

- 24,000 QV over two months or 30,000 QV over three months.
- Minimum 10,000 QV in the first and the last month of the qualification period.
- Minimum 2,500 QV in Central District each month of the qualification period.
- QV will be accumulated over the entire qualification period.
- If applicable, Pick-up Credit of 2,500 QV for one or more promoted, Paid-As Area Managers or above, 1st Generation District, each month.
- Maximum 10,000 QV from each 1st Generation Paid-As District Manager's entire SuccessLine, excluding volume from 1st Generation Districts' promoted-out Area Managers, during the qualification period. If your 1st Generation District Manager promotes to Area Manager during your qualification period, the 2,500 QV Pick-up Credit is included in the maximum 10,000 QV that may be counted over the qualification period.

Executive Area Manager

An Area Manager who promotes an Area from Central Area.

Regional Vice President

Two- or three-month qualification options

- 96,000 QV over two months or 120,000 QV over three months.
- Minimum 40,000 QV in the first and the last month of the qualification period.
- QV will be accumulated over the entire qualification period.
- If applicable, Pick-up Credit of 10,000 QV for one or more promoted, Paid-As Regional Vice Presidents, 1st Generation Area, each month.
- Maximum 40,000 QV from each 1st Generation, Paid-As Area Manager's SuccessLine, excluding volume from 1st Generation Areas' promoted-out Regional Vice Presidents, during the qualification period. If your 1st Generation Area Manager promotes to Regional Vice President during your qualification period, the 10,000 QV Pick-up Credit is included in the maximum 40,000 QV that may be counted over the qualification period.

Executive Regional Vice President

A Regional Vice President will qualify for Executive Regional Vice President when he or she promotes a Region from his or her Central Region.

National Vice President

Two- or three-month qualification options

- 384,000 QV over two months or 480,000 QV over three months.
- Minimum 160,000 QV in the first and the last month of the qualification period.
- QV will be accumulated over the entire qualification period.
- If applicable, Pick-up Credit of 40,000 QV for one or more promoted, Paid-As National Vice President, 1st Generation Region, each month.
- Maximum 160,000 QV from each 1st Generation, Paid-As Regional Vice President's SuccessLine, excluding volume from 1st Generation Regions' promoted-out National Vice Presidents, during the qualification period. If your 1st Generation Regional Vice President promotes to National Vice President during your qualification period, the 40,000 QV Pick-up Credit is included in the maximum 160,000 QV that may be counted over the qualification period.

Executive National Vice President

A National Vice President who promotes a Nation from his or her Central Nation.

Maintenance Requirements

Consultant

A Consultant will be considered active and maintain his or her Consultant rank by accumulating at least 150 PQV in two of the prior three calendar months.

Maintenance requirements for the Consultant rank begin the calendar month after an Arbonne Independent Consultant achieves this rank, whether by initial registration, qualification through business-building activity requirements or the one-time upgrade. Consultants sponsored on or before January 31, 2009, will maintain Consultant rank and are not required to meet the above activity requirements necessary to maintain Consultant rank, provided they renew their Agreement and pay the annual renewal fee.

Manager and Vice President Monthly Requirements

Once promoted to Manager or Vice President, Consultant Maintenance Requirements above are replaced with:

District Manager	2,500 QV in Central District
Area Manager	10,000 QV in Central Area
Regional Vice President	40,000 QV in Central Region
National Vice President	160,000 QV in Central Nation

Promotion Credits (PC) are made available to Regional and National Vice Presidents who have promoted-out Regions and Nations from their Central Regions and Nations, respectively. These PCs are automatically added to Central Region and Nation volume on a monthly basis.

- For each RVP promoted-out from your Central Region, 10,000 QV counts toward monthly Region QV maintenance requirement and Mercedes-Benz Cash Bonus Program.
- For each NVP promoted-out from your Central Nation, 40,000 QV counts toward monthly Nation QV maintenance requirement and Mercedes-Benz Cash Bonus Program.

Performance Account (PA) balances are determined based on the following criteria:

1. Upon promotion or reassignment from one rank to the next, your existing PA is set to zero and a two-month building period begins, during which all Central QV is deposited into your PA account without any maintenance deduction.
2. When promoting someone from your Central to the same rank, a two-month building period goes into effect.
3. On an ongoing basis, PA account balances will be maintained as follows:

Monthly Central QV	–	Monthly QV Requirement	=	Contribution to PA Balance
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Should the monthly QV requirement not be met, and the resulting PA balance is negative, the Manager or Vice President will qualify for all benefits associated with their rank that month; however, reassignment to the next lower rank will take place the first of the following month.

A Consultant who promotes to District Manager and then does not meet the District Manager Maintenance Requirements will be reassigned to Consultant rank. If the Consultant originally registered with Arbonne after January 31, 2009, the maintenance requirements for Consultant rank will start the month following reassignment to Consultant rank.

For example: If a District Manager's Performance Account is exhausted and he/she does not meet the maintenance requirements in June, District Manager is reassigned to Consultant rank in July. Maintenance requirements for the rolling two out of three months will not begin until August.

Title Maintenance and Reassignment

In order to participate in the rewards, incentives and other benefits associated with a particular rank, an Arbonne Independent Consultant must be paid at that rank and be in compliance with the Agreement. This "Paid-As" rank is based on the Arbonne Independent Consultant's performance in meeting qualification and maintenance requirements and may be different from the title he or she currently holds according to the title maintenance reassignment schedule below. In case of reassignment from one "Paid-As" rank to the next, the former title will be kept for a period of time according to the schedule below:

- District Manager levels 6 months following reassignment
- Area Manager levels 9 months following reassignment
- Vice President levels 12 months following reassignment

The process of reassignment to a former level takes place automatically at the end of the last month listed above and is effective on the first day of the following month. However, Arbonne Independent Consultants also may be reassigned with immediate effect upon notice by Arbonne to the Arbonne Independent Consultant pursuant to Sections 3.8 and 9.3 of the Policies & Procedures.

Arbonne Independent Consultant Annual Renewal

The term of the Agreement is one year. In order to remain a registered Arbonne Independent Consultant, each Arbonne Independent Consultant will be asked to renew his or her Arbonne affiliation every year prior to the end of his or her anniversary month, by submitting the annual renewal fee to Arbonne.

All Arbonne Independent Consultants will continue to receive full benefits as outlined in this Manual, when they renew and accumulate at least 150 PQV before the end of their renewal month. Consultants sponsored on or before January 31, 2009, must renew their Agreement and pay the annual renewal fee in order to maintain Consultant rank without the maintenance activity requirements set forth above.

Summary

	PREFERRED CLIENT/ CONSULTANT	DISTRICT	AREA	REGION	NATION
CENTRAL	4%	8%	6%	3%	1%
1 st Generation		8%	6%	3%	1%
2 nd Generation	Preferred Client and Consultant are the only levels with no depth. Once you become District, the 4% is replaced by the 8%.	2%	1%	2%	1%
3 rd Generation		1%	1%	2%	1%
4 th Generation					1%
5 th Generation					1%
6 th Generation					1%

Think of each of these sections as separate “profit centers” for your business. As a Preferred Client or Consultant, you make 4% override on Preferred Clients/Consultants you personally sponsor.

Once you become a District Manager, that 4% is “erased” ... it is replaced by the 8%, which is paid on your entire District.

Remember, you are part of your District, so the 8% commission is also paid on your personal retail sales!

Example:

To get paid at the 2nd and/or 3rd Generations (let’s look at District), you need to be as wide as you are deep. So if you have a 2nd Generation District Manager (that’s two levels deep), you need to have two District Managers at the 1st Generation level. To get paid on a 3rd Generation, you must be three levels wide.

Definitions

The following defined terms apply throughout the SuccessPlan and are capitalized where used:

Agreement: The contract between Arbonne and each Arbonne Independent Consultant, including the Independent Consultant Application & Agreement (as well as renewals thereof), the Policies & Procedures, the Arbonne SuccessPlan, the Independent Consultant Code of Ethics, Arbonne's online Legal Terms and Conditions (for those who enroll online) and Arbonne's Privacy Policy on Arbonne's website, each as may be amended by Arbonne from time to time as set forth in the Policies & Procedures.

Arbonne Independent Consultant: Any individual who has signed and submitted an Arbonne Independent Consultant Application & Agreement to Arbonne that is accepted by Arbonne. Under this definition, the term Arbonne Independent Consultant refers to and includes all Independent Consultants with the rank of Preferred Client, Consultant, Manager or Vice President.

Bonuses, Overrides and Cash Awards: All bonuses, overrides and cash awards will be calculated at the end of the achievement month and paid the following month to all Arbonne Independent Consultants who qualified for such bonuses, overrides and cash awards.

Central Area: Your Central Area comprises your Central District and all the Districts below you that have not yet reached the level of Area. When one of your Arbonne Independent Consultants reaches the level of Area Manager, then that Arbonne Independent Consultant (new AM) and all Arbonne Independent Consultants and Districts beneath him or her promote out from your Central Area to form their own Central Area — they are then considered a promoted 1st Generation Area.

Central District: Your Central District comprises you, your personally sponsored Arbonne Independent Consultants and all other Consultants sponsored by them and so on. When one of your Arbonne Independent Consultants reaches the level of District Manager, then that Arbonne Independent Consultant (new DM) and all Arbonne Independent Consultants beneath him or her promote out from your Central District to form their own Central District — they are then considered a promoted 1st Generation District.

Central Nation: Your Central Nation comprises your Central Region and all the Regions below you that have not yet reached the level of Nation. When one of your Arbonne Independent Consultants reaches the level of National Vice President, then that new National Vice President and all Arbonne Independent Consultants beneath him or her promote out from your Central Nation to form their own Central Nation — they are then considered a promoted 1st Generation Nation.

Central Region: Your Central Region comprises your Central Area and all the Areas below you that have not yet reached the level of Region. When one of your Arbonne Independent Consultants reaches the level of Regional Vice President, then that new Regional Vice President and all Arbonne Independent Consultants beneath him or her promote out from your Central Region to form their own Central Region — they are then considered a promoted 1st Generation Region.

Consultant: An Arbonne Independent Consultant who is actively engaged in building an Arbonne business with a primary goal to earn income.

Discount: The percentage deducted from the Suggested Retail Price (SRP) of Arbonne products to give the Arbonne Independent Consultant product cost (Business Aids and any product specials not included).

Generations: Whenever an Arbonne Independent Consultant in your SuccessLine achieves the level of District Manager or above, they promote out to form their own Central Group (District, Area, Region or Nation, depending on the level achieved) and become part of your 1st Generation. At this time, the promoted Arbonne Independent Consultant, their entire SuccessLine and their total Group Qualifying Volume (GQV), are no longer considered part of your Central Group. You will no longer be able to include their GQV in your Central Group override or Performance Account calculations, but their GQV will be available to you as 1st Generation overrides.

Override Volume (OV): Override Volume, on which overrides are calculated, is 65% of Retail Volume.

“Paid-As”: The rank at which you are paid within the Arbonne SuccessPlan with regard to overrides, bonuses and other incentives. This rank is based on your performance and may be different from the title you currently maintain.

Preferred Client: An Arbonne Independent Consultant whose primary goal in their relationship with Arbonne is to save money by buying products at a discount.

Preferred Client Commission: Commission will be paid on orders placed by Preferred Clients. The commission will be calculated at 15% of the Retail Value of the orders (not including Business Aids and product promotions). This commission will be paid monthly, to the first active Consultant above the purchaser in the lineage at the time of the fully completed order.

Qualified Status: In order to participate in management qualification programs and in the various bonus and override programs, Arbonne Independent Consultants must accumulate a minimum of 100 in Personal Qualifying Volume (PQV) each month and be in compliance with the Agreement.

Qualifying Volume (QV): QV is the volume used to calculate qualification, maintenance, campaign incentives and award programs. All Arbonne products carry a designated QV value that Arbonne Independent Consultants earn through their purchase and sale of those products. Please note that Starter Kits, Business Aids, Sample Packs and Product Specials have no Qualifying Volume.

Retail Volume (RV): RV is the volume used to calculate overrides. All Arbonne products carry a designated RV value that Arbonne Independent Consultants earn through their purchase and sale of those products. Please note that Starter Kits, Business Aids, Sample Packs and Product Specials have no retail volume.

Start Month: The calendar month in which an individual becomes an Arbonne Independent Consultant and is bound to the Agreement with Arbonne.

Suggested Retail Price (SRP): The suggested price at which a product is sold to the Client.

SuccessLine: All Arbonne Independent Consultants who have been sponsored below an Arbonne Independent Consultant, no matter how deep, regardless of whether they were personally sponsored by such Arbonne Independent Consultant or sponsored by Arbonne Independent Consultants below them.

All currency is represented in Canadian dollars unless otherwise stated.

Amendments

Arbonne reserves the right to periodically amend or modify these Policies & Procedures, the SuccessPlan and the Independent Consultant Application & Agreement. The Arbonne Independent Consultant agrees to abide by these Policies & Procedures, and all other agreements and all amendments and modifications.

No Arbonne Independent Consultant, of any status may alter, amend or waive any of these Policies & Procedures or any other agreements, and any representation or statement to the contrary, or which is inconsistent with the foregoing, should not be relied upon and will not be binding on Arbonne.



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