



Canadian Advisor Agreement General Terms & Conditions

I have agreed to become an Advisor with CM Canada Holdings Inc. ("CM" or the "Company"). I understand and agree that our relationship will be governed by the terms of this Agreement as follows:

- 1. Definition of this Agreement:** In addition to this document, my Agreement with CM includes the Canadian Compensation Policies ("Policies"), the Canadian Legal Notice ("Legal Notice"), the Canadian Policies and Procedures and the Canadian Privacy Policy ("Privacy Policy") all of which I have read, and which I understand and which I understand may be altered or amended from time to time and are incorporated herein by reference (this document, the Policies and Procedures, the Policies and the Legal Notice and the Privacy Policy together form the "Agreement" or the "Advisor Agreement"). Capitalized terms shall have the meaning given to them in the Policies.
- 2. Honesty and Integrity:** I shall employ integrity, honesty and a positive attitude while conducting business activities as an Advisor. While an Advisor I will not defame or disparage CM, or any aspect of its business, products or services. CM in its sole discretion may determine what constitutes defamation and I understand my Advisor Agreement may be terminated if my conduct is deemed defamatory.
- 3. Independent Contractor:** I acknowledge that, as Advisor, I am an independent contractor, acting in the capacity of a wholly independent marketing representative who establishes and services retail customers for CM products. I understand that my status as such does not constitute either a sale of a security, franchise or a distributorship (exclusive or otherwise), and absolutely no fees have been or will be required from me for the right to distribute CM products pursuant to this Advisor Agreement other than the Annual Fee of CAD \$59.00 which covers the cost to CM of providing the Sales Tools. This Advisor Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between myself and any other participant in CM's compensation plan and/or CM. I agree that as an independent contractor, I will: (i) comply with all applicable federal, provincial and local laws, rules and regulations pertaining to this Advisor Agreement, including the sale, distribution and advertising of CM products, and (ii) at my own expense, complete all filings, and obtain such licenses as are required by applicable federal, provincial and local laws, rules and regulations, with respect to the CM Advisor Agreement and my activities as an Advisor. I understand that as an Advisor, I have no authority to bind CM to any obligation.
- 4. Taxes and Business Operations:** It is my responsibility to pay all income, local or applicable taxes as an independent contractor, and I acknowledge that I am not eligible for employee benefits, such as unemployment compensation, worker's compensation or minimum wages. I acknowledge that CM encourages its Advisors to set their own hours and to supply all of their



own equipment and tools for operating their CM business, such as telephones, transportation, professional services, office equipment and supplies. Further, I understand that I should determine my own methods of sale, so long as I comply with the policies of CM. Without limiting the generality of the foregoing, as an Advisor, I agree that I shall be fully responsible for (i) all applicable federal and provincial withholding taxes, source deductions, income tax, other taxes, employment insurance premiums, Canada Pension Plan contributions, worker's compensation contributions or provincial employee health tax contributions and other levies, premiums, licence requirements and fees related to my earnings and activities as an Advisor, and (ii) all expenses incurred in connection with the operation of my CM-related business, including but not limited to travel, meals, accommodation, secretarial, office, telephone and other business expenses.

5. **Services to be Performed by Advisor:** I will promote and sell CM products to customers using any legal means at my disposal, which may include my blog, my website, Facebook and other forms of social media, personal networking, and selling at events or in other venues. Advisors will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product afforded consumers under applicable Provincial consumer protection legislation). When making a sale to an end customer, Advisors must provide him/her with an official Company retail receipt at or prior to the time of the initial sale and every sale thereafter. These sales receipts set forth (i) the consumer protection rights afforded by applicable Provincial and Territorial law for direct sales, including the right to cancel (without any reason) the sale contract up to 10 days after the end customer receives a copy of the contract, and (ii) the Company's product return policy. Advisors must duplicate the form and provide one to the retail customer and retain a copy for their records. You should maintain copies of all such sales receipts for a period of six (6) years and furnish them to Company at the Company's request. Advisors must comply with all federal, provincial, and local laws, statutes, regulations and ordinances applicable to the operation of their CM-related business, including any applicable Provincial laws requiring the Advisor to obtain a license to engage in direct selling activities such as door-to-door sales, home-party sales and telephone sales.
6. **No Personal Purchases required:** Other than the Annual Fee which covers the cost to CM of providing the Sales Tools, there is no investment or personal purchase requirement to become an Advisor, or to fully participate in the plan. CM recognizes that Advisors may wish to purchase products in reasonable amounts for their own personal or family use. Buying product for any reason other than bona fide resale (or for personal use in reasonable amounts) is strictly prohibited. Advisors must never purchase more products than they can reasonably use or resell to retail customers in a reasonable time period, as it relates to their specific business practices,



and must not influence or attempt to influence any other Advisors to buy more products than he or she can reasonably use or resell.

7. **Use of CM Intellectual Property:** While I am an Advisor, CM grants me a limited, non-exclusive right to use its trademarks, trade names, and copyrighted materials (collectively, “CM IP”) which CM IP is owned solely by CM. I may use CM IP only to promote CM products. I agree not to use CM IP other than that as it appears on materials produced by CM or as specifically authorized in writing by CM. I agree to use only written, recorded or other promotional or advertising materials that have been produced, distributed and approved in writing by CM. All rights granted in or under this Agreement shall terminate automatically upon the termination of this Agreement.
8. **Confidential Information:** I acknowledge and agree that CM owns all product, Advisor and customer information and other data that CM may disseminate to me, or that I may compile in connection with my CM business, including, but not limited to, product purchase information, customer lists and profiles, potential Advisor and customer leads, Advisor lists, distributor lists, operating and manufacturing procedures, product development information, financial data and marketing materials (collectively, “Confidential Information”). I further understand that Confidential Information by its nature could cause great harm to CM if used in a manner inconsistent with the terms of this Agreement and that I am prohibited from using confidential information to promote or sell anything other than CM products and services. I will not use or disclose Confidential Information to any person except in strict accordance with the terms of this Agreement. I will not use Confidential Information in connection with any other business either during the term of this Agreement or after its termination.
9. **Non-Solicitation:** During the term of this Agreement and for a period of one year thereafter I will not directly or indirectly, on my own behalf or on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any Advisor to terminate or alter his or her business relationship with CM.
10. **Sales and Use Taxes:** To ensure compliance with the sales and use tax requirements of each province, unless otherwise mandated by provincial law, the Company shall collect and remit all applicable sales and use taxes on products and materials based upon the suggested retail price of the product. The applicable rate of tax due shall be based on the address to which the product and/or material is shipped.
11. **Representations:** I shall make no statements, representations or disclosures in promoting CM, in sponsoring or training Advisor or in selling CM’s products and services, other than what is expressly permitted by the Policies and in other literature produced by CM. I shall make no claims or representations of actual or potential earnings, guaranteed or anticipated profits or sales success. I acknowledge that there are no guarantees regarding income under the CM plan.



12. **Refunds:** I agree to abide by the Company's retail customer refund policy, as set forth in the Policies. As more fully set forth in the Policies, I am eligible to receive a refund for products, services and literature purchased by me, less a 10% handling fee, if I return the products or services in resalable currently marketable condition within 12 months of purchase.
Commissions paid on refunded products must be repaid to CM.
13. **Survival:** My covenants and obligations to abide by the arbitration, nonsolicitation and Confidential Information covenants contained herein shall survive termination of this Agreement.
14. **Photo Release:** I grant CM and its agents or assigns a non-exclusive, royalty-free license to use, for any purpose, photographs submitted by me to CM and any photographs taken of me at a CM event. I waive my right to inspect or approve the eventual use of such photographs.
15. **Term, Renewal and Termination of this Agreement:**
 - a. **AUTOMATIC RENEWAL: THIS AGREEMENT IS EFFECTIVE FROM THE DATE I SIGN UP AND PAY MY ANNUAL FEE AND CONTINUES FOR A PERIOD OF ONE YEAR. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF ONE YEAR UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE TO THE OTHER OF ITS INTENT TO TERMINATE IT NOT LESS THAN 30 DAYS BEFORE THE ANNIVERSARY OF THE DATE OF THE AGREEMENT. I HEREBY AUTHORIZE CM TO CHARGE MY CREDIT CARD FOR THE AMOUNT OF THE ANNUAL FEE.**
 - b. Termination with Cause: CM may immediately terminate this Agreement with notice in the event of my death, insolvency, assignment for the benefit of creditors, or misrepresentation in or breach of any provision of this Agreement. If CM terminates this Agreement, it shall refund the portion of the Annual Fee prorated over the unexpired portion of the then current one year term.
 - c. Termination without Cause: Either party may terminate this Agreement on 30 days written notice. If CM terminates this Agreement, it shall refund the portion of the Annual Fee prorated over the unexpired portion of the then current one year term. If the Advisor terminates the Agreement, CM will not be obligated to refund any portion of the Annual Fee.
16. **Events upon Termination of this Agreement:** Upon termination of this Agreement:
 - a. I will cease representing myself as an Advisor of CM and be ineligible to receive any further earnings as an Advisor;
 - b. I will cease all use of CM IP and Confidential Information and will cease promoting displaying, offering for sale or selling CM Products.
 - c. If requested, I will return all Confidential Information to CM.



17. **Transferability:** Neither this Agreement nor my CM business may be transferred or assigned by me or operated in partnership with any other person. CM may assign this Agreement at any time.
18. **Entire Agreement:** This Agreement supersedes all prior communications, understandings and agreements between myself and CM and contains the entire agreement between us. CM reserves the right to amend or assign the Advisor Agreement at any time as it deems appropriate. Amendments or assignments will be communicated to Advisors through official Company publications, including posting on the website or by e-mail. Amendments or assignments are effective and binding on all Advisors 30 days after such communication or publication. An Advisor's continued purchasing of products or accepting of commissions thereafter shall be deemed acceptance of the amendments or agreement to the assignment. In the event of any conflict between the original documents or policies and any such amendment, the amendment will control.
19. **Indemnification:** I will indemnify and hold harmless CM and its agents and assigns from and against any damages, claims or liabilities and expenses (including attorneys' fees) caused by my:
 - a. activities as an Advisor including, without limitation, any unauthorized representations made by me;
 - b. breach of the terms of this Agreement; or
 - c. violation of or failure to comply with any applicable federal, provincial or local law or regulation.
20. **Offset:** CM shall have the right to offset any amounts owed by me to CM against the amount of any of my earnings.
21. **Cumulative Remedies/Waiver:** All rights, powers and remedies given to CM are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of CM to exercise any power or right under this Agreement shall constitute a waiver of such power or right. Waiver by CM can be effective only in writing by an authorized officer of CM.
22. **Injunctive Relief:** Upon any breach (or anticipated breach) of this Agreement by me, and pending resolution of any dispute subject to arbitration, CM may be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Because the remedy at law for any breach of any provision of this Agreement shall be inadequate, in addition to any other remedies in law or in equity that it may have, CM shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and to compel specific performance of this Agreement. In addition, CM shall be entitled to its costs and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement. Such injunction may be heard and determined by the courts of the Province or Territory in Canada of Company's



choosing. Advisor irrevocably and unconditionally submits to the personal jurisdiction of the courts of the Province or Territory in Canada of Company's choosing for such injunctions, and all such injunctions may be heard and determined in such court.

23. Other Terms:

- a. I am at least the age of majority and have full legal capacity to enter into this Agreement in the province in which I reside. I agree to comply with all laws, rules and regulations governing the conduct of my business.
- b. CM Advisors may sell products and/or sign Advisors within all of the Canadian provinces and territories other than Quebec. CM Advisors may not sell products and/or sign Advisors outside of Canada.
- c. If any portion of this Agreement is judicially determined to be invalid, that invalidity will not affect the remaining portion of this Agreement.
- d. The headings in this Agreement are inserted for convenience only and are not part of the Agreement.
- e. All notices required by this Agreement to be given to me will be deemed received if delivered by electronic means to my current contact information on file with CM.
- f. This Agreement must be completed and is not considered valid without payment of the Advisor Fee and direct deposit information (for earnings payments).

24. Governing Law/Venue/Arbitration: This Agreement is entered into and is to be performed in material part in the Province of Ontario and accordingly will be construed under the substantive laws of the Province of Ontario. Except as set forth in the Policies or this Agreement, any claims or actions arising out of this Agreement will be submitted to binding arbitration in accordance with the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. and all arbitration hearings will be held in Kitchener, Ontario. The party that prevails at arbitration will be entitled to reimbursement by the other party of its costs and expenses incurred in the arbitration, including, without limitation, the prevailing party's reasonable attorneys' fees. Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any CM IP or Confidential Information. CM may seek any applicable remedy in any applicable forum with respect to these disputes. Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Agreement. The arbitrator shall not have the power to award special, incidental, indirect, punitive or exemplary, or consequential damages of any kind or nature, however caused. Any modification of this arbitration provision shall not apply retroactively to any dispute which arose or which CM had notice of before the date of modification.