



CM Advisor Agreement - USA
General Terms & Conditions (Amended April 8, 2015)

I have agreed to become an Advisor with CM Group Holdings Inc. ("CM"). 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 CM Compensation Policies ("Policies"), the CM Legal Notice ("Legal Notice"), the CM Policies and Procedures and the CM 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 CM 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 am entering this Agreement as an independent contractor. I will have and maintain control of the manner and means of my performance under this Agreement. I will not be treated as an employee for federal or state tax purposes. I will be responsible for payment of all applicable income, self-employment and other taxes. I will not be eligible for and will not participate in any pension, health or fringe benefit plan sponsored by CM and will not be covered by its workers' compensation or unemployment insurance or retained coverage. I am not entering into a partnership or joint venture with CM, nor will I have power or authority to incur any debt, obligation or liability on behalf of CM.
4. **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. I may not promote or sell products or services to or through, directly or indirectly, any permanent retail establishment. When I sell products directly to a customer, I will provide to each ordering customer a written copy of the contract, including the cancellation policy, and promptly honor any notice of cancellation.
5. **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.

6. **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.
7. **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.
8. **Sales and Use Taxes.** To ensure compliance with the sales and use tax requirements of each state, unless otherwise mandated by state, 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.
9. **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.
10. **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 choose to terminate the Agreement and 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. A Montana resident may cancel this Agreement within 15 days of the date of enrollment and have the Sales Tools terminated for a full refund of the Annual Fee within such time.



11. **Survival.** My covenants and obligations to abide by the arbitration, nonsolicitation and Confidential Information covenants contained herein shall survive termination of this Agreement.
12. **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.
13. **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.
14. **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.
15. **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.
16. **Entire Agreement:** This Agreement supersedes all prior communications, understandings and agreements between myself and CM and contains the entire agreement between us. CM may amend this Agreement without prior notice, at any time, effective upon publication or transmittal of such amendment in official company publications, including website postings. In



the event of any conflict between the terms of this Agreement and such amendment, the amendment shall prevail.

17. **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, state or local law or regulation.
18. **Offset:** CM shall have the right to offset any amounts owed by me to CM against the amount of any of my earnings.
19. **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.
20. **Injunctive Relief:** Upon any breach of this Agreement by me, 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.
21. **Other Terms:**
 - a. I am at least 18 years of age and have full legal capacity to enter into this Agreement in the state 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 only within the United States, including Puerto Rico, Guam and the U.S. Virgin Islands.
 - 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 receipt by CM of my Social Security number (for tax purposes), and direct deposit information (for earnings payments).

22. Governing Law/Venue/Arbitration: This Agreement is entered into and is to be performed in material part in the State of Minnesota and accordingly will be construed under the substantive laws of the State of Minnesota. (Louisiana residents may choose Louisiana law.) Rules governing conflict of laws for all states do not apply. 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 Commercial Arbitration Rules of the American Arbitration Association, and all arbitration hearings will be held in St. Cloud, Minnesota. (Louisiana residents may arbitrate in New Orleans, Louisiana.) 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.