

Terms and Conditions for Becoming a Team Partner of PM-International Canada, dated January 2020

I hereby confirm that I am competent and of legal age to enter into a binding contract and I have carefully read and agree to comply with PM-International Nutrition & Cosmetics Canada Inc.'s Policies and Procedures, and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement").

General Ordering, Delivery, Business and Payment Terms and Conditions of PM-International Nutrition & Cosmetics Canada Inc. (hereafter referred to as "PM-International Canada" or the "Company") are set forth below.

PM-International Canada has full discretion on the acceptance or rejection of the application. In case of rejection the Team Partner will be informed in writing within 14 days.

1) I understand that as a Team Partner of PM-International Canada:

- a) I have the right to buy PM-International Canada products and services for resale in accordance with these Terms and Conditions.
- b) I have the right to act as a distributor of PM-International Canada's products to other distributors and customers.
- c) I have the right to enroll persons in the PM-International Canada Compensation Plan.
- d) If qualified, I have the right to earn commissions pursuant to the PM-International Canada Compensation Plan, which may be paid to me as my mark-up on my resale of PM-International Canada products and services.
- e) I acknowledge that there is only one revenue earning path for a Team Partner, namely the purchase and resale of PM-International products and services to retail customers, and the payment of all mark-up, bonuses, commissions and other remuneration to distributors under the Compensation Plan is properly to be construed as either payment for the inherent mark-up associated with the resale of PM-International Canada products and services to retail customers, or as payments in respect of the resale of products to others by a Team Partner's downline. I understand that the basis on which mark-up, bonuses, commission, and other remuneration is set out in the Compensation Plan, and that other relevant terms and conditions are set out here, and in the Policies & Procedures, including a general prohibition against payment of head-hunting and other recruitment bonuses in the Policies & Procedures.
- f) I understand that there is no financial or purchase requirement to become a Team Partner of PM-International Canada or to enter, maintain, or advance in the Compensation Plan, except the Team Partner is required to purchase a Starterkit, which is sold to the distributor at the Company's cost and for the sole purpose of facilitating sales of the Company's products and services.
- g) Any products I choose to purchase, including the Starterkit, may be returned for refund under the terms of the Team Partner Buy-Back Policy. I understand that this Starterkit does not contain any commissionable products and any products I choose to purchase in connection with becoming a Team Partner are optional.

2) Ordering, Delivery, Payment and Shipping Terms and Conditions

- a) Each Team Partner orders directly from PM-International Canada or an authorized branch of PM-International Canada stating his/her Team Partner number.
- b) Available delivery methods are Fedex Ground and Fedex Express.
- c) The Team Partner may pay by Credit Card (Visa, Mastercard, American Express, Discover), or by cash or interec debit in person.
- d) PM-International Canada reserves the right to request prepayment from Team Partners.
- e) There is no minimum purchasing quantity.
- f) Shipping Costs: Shipping and handling charges will be charged to the Team Partner at time of checkout.
- g) Cancellation terms for ticket sales or registrations for training sessions and events are set forth for each individual event.

- h) Products can be returned but must be accompanied by a copy of the appropriate PM-International Canada invoice (from PM-International Canada to the Team Partner). Nutritional supplements and cosmetics may be returned provided such return is made within 30 days of the date of the invoice and the returned physical product is in a resalable, currently re-marketable, condition. If the conditions are met, the Team Partner shall be refunded 100% of the amount paid for the same less a 10% re-stocking fee (see G-2 of the Policies and Procedures) and the shipping and handling charges. In individual cases, the return period for nutritional supplements and cosmetics may be extended to 45 days from the date of the invoice. This goodwill provision is applicable only if the end customer returns a product to the Team Partner on the last day of the normal 30 day return period and therefore it is not possible for the Team Partner to meet the 30 day return period towards PM-International Canada. The goodwill provision is at the sole discretion of PM-International Canada.
- i) Complaints about commission payments must be made within 90 days of preparation of the commission statement in order to be considered.
- j) If a Team Partner lives in a province that has a mandatory refund policy that deviates from the one set forth above, that province's refund policy shall supersede the one set forth above and shall form a part of this document as if it were written herein.
- k) Returns with insufficient postage cannot be accepted by PM-International Canada. In the case of a justified return (damaged products, order errors caused by PM-International, etc), a return label will be provided.
- l) Should the business partnership end before a voucher has been redeemed, the equivalent money value will be paid upon request. Bonuses and commissions paid towards the product value and a processing fee of 10% will be subtracted from the payment at that time.
- m) I am strictly prohibited from purchasing products in commercially unreasonable amounts.
- n) I acknowledge that PM-International Canada has a commercially reasonable buy-back guarantee set out in the Company's Policies & Procedures. My signature above signifies that I am aware of this buyback guarantee, and have been informed of the existence of the buy-back guarantee, and the manner in which it can be exercised.

3) Legal Status

- a) Every Team Partner operates his/her own PM-International Canada business as an independent distributor; he or she is not an employee, partner, legal representative, or franchisee of PM-International Canada and that the terms of my legal relationship with the Company are set out in the Policies & Procedures. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I further understand and agree that I am required to remit all applicable taxes, including but not limited to, personal income tax, sales tax, etc. I UNDERSTAND AND AGREE THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF PM-International Canada for FEDERAL, PROVINCIAL, OR MUNICIPAL TAX PURPOSES, OR FOR, CPP/EI, EMPLOYMENT STANDARDS, OR WORKERS COMPENSATION LEGISLATION PURPOSES. Accordingly, I understand that PM-International Canada shall not be responsible for withholding any taxes from any mark-up, bonuses or commissions payable to me. Team Partners shall at all times comply with all applicable federal, provincial, territorial and local laws, ordinances, regulations and orders. Without limiting the generality of the foregoing, Team Partners shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits materially necessary to conduct its business. I understand that further information regarding my tax status as an independent contractor is set out in the Policies & Procedures.

4) General Terms

- a) The Team Partner does not have any rights to exclusivity, neither regarding his geographical sales territory nor regarding the products sold to his/her customers. PM-International Canada products are distributed solely using direct sales. Thus, sales in retail stores, markets and at conventions are prohibited. Product sales to other business partners outside of his/her own group is prohibited.
- b) Only official PM-International Canada documents may be used as sales aids. The use of personal sales aids requires written authorization by PM-International Canada. Sales and advertising for PM-International Canada products over the Internet is only permitted through the official web pages of PM-International Canada. The offering of PM-International Canada products on other web pages, through other electronic purchasing systems, or through auction systems or similar systems is not permitted.

- c) Contracts, agreements and arrangements whose main or partial concern are PM-International Canada product lines or the PM-International Canada sales system must be approved in writing by PM-International Canada.
- d) The following also require written authorization by PM-International Canada:
 - i) Publications and advertisements which contain images of PM-International Canada products
 - ii) The use of the names and trademarks such as but not limited to “PM Cosmetics”, “PM-International”, “FitLine”, etc. on print, imaging or acoustic media or any other medium or use of print, imaging, or acoustic media published by PM-International Canada in training materials and electronic systems or similar systems
 - iii) Spouses may each operate separate businesses using their own business partner number. It is important to note that in such a case, one or the other spouse must be registered as direct or primary line of the other spouse. Children of legal capacity also may (within the organization of their parents) only be registered as direct line of one of their parents.
- e) Each Team Partner may only register once. A renewed is only possible after cancellation and deletion of the previous registration.
- f) the Team Partner will not resell Goods to any federal, provincial, territorial or municipal, or foreign government or political subdivision or agency thereof, without express written approval from PM-International Canada.
- g) I waive any rights to bring proceedings against PM-International Canada as a class, collective or representative action as more fully described in the Policies & Procedures.
- h) The Team Partner agrees that his/her personal data and any statements made by him/her may be recorded in PM-International Canada's electronic data processing system and may be passed on within PM International Canada's distribution system. Any privacy laws and laws governing the collection and distribution of personal data apply in all cases. I expressly consent and authorize PM-International Canada to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for compensation for such use. Any image of me or testimonial given by me is the sole property of PM-International Canada.
- i) I hereby provide my express consent to PM-International Canada to send me e-mail messages, text messages, and/or notify me by phone or facsimile regarding its products, services, compensation, and offer other topics that PM-International Canada determines may be of interest or benefit to me. I agree that my receipt of such messages will not be deemed a violation of any federal or provincial legislation or regulations.

5) Business Activities

- a) The purpose and aim of the PM-International Canada distribution system is to sell PM-International Canada products to end customers. It is therefore expected of each Team Partner to actively and regularly attend to these customers. If a customer decides to justifiably take advantage of the satisfaction guarantee, the business partner is obliged to either (a) refund the full purchase price, (b) replace the product or (c) offer a voucher for the purchase of another product, AFTER he/she has documented the complaint in writing and provided it to PM-International.
- b) Every Team Partner is encouraged to acquaint the Team Partners sponsored by him/her with the PM-International Canada distribution system, to train them continually and to motivate them. This may be achieved through own efforts and/or by taking advantage of the seminars, which are offered by PM-International Canada in cooperation with the leadership of the business partnerships of PM-International Canada. Charging other Team Partners an attendance fee for seminars, training sessions, etc. is permitted as long as these fees are used to cover costs. Holding seminars, training sessions, etc. in order to make a profit is against PM-International Canada corporate ethics and is not permitted. Payment of commissions on all paid turnover takes place at the end of the following month.

6) Competition

If a Team Partner wishes to sell a competitors' products in addition to selling PM-International products, The Team Partner requires written authorization from PM-International Canada. The Team Partner may under no circumstances ever distribute or sell competitors' products or services to other PM-International Canada business partners. Moreover,

the Team Partner may never procure new PM-International Canada business partners for the distribution or sale of third-party products.

Team Partners agree that during the term of this Agreement, and for one year after it ends, he/she will not, and will not attempt to, commence their own business, or become an employee or independent contractor of a business, in competition with PM-International Canada, through direct selling, retail stores, or otherwise, or within an area 500 km or less from its business location. A business is in competition with PM-International Canada if it sells products in the same generic category as PM-International Canada products or services, and in substantially the same manner, regardless of differences in cost, quality, or other distinguishing factors.

7) Cancellation

a) When we can terminate the agreement:

- i) Should a violation of the business terms and conditions occur or should a business partner work to harm PM-International Canada in any way, PM-International Canada may terminate this agreement without notice.

b) When you can terminate the agreement:

- i) You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.
- ii) If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office.
- iii) If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.

c) FOR BRITISH COLUMBIA CONSUMERS ONLY: CONSUMER'S RIGHT TO CANCEL

This is a contract to which the Business Practices and Consumer Protection Act applies.

- i) You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel.
- ii) If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, facsimile, or by personal delivery. If you send the notice of cancellation by mail, facsimile, or electronic mail, it doesn't matter if the seller receives the notice within the required period as long as you sent it within the required period.

d) FOR ONTARIO CONSUMERS ONLY: YOUR RIGHTS UNDER THE CONSUMER PROTECTION ACT, 2002

- i) You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.
- ii) If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her, or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you

agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

- iii) In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.
- iv) To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.
- v) If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).
- vi) However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.
- vii) If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address: the supplier, or a person designated in writing by the supplier.
- viii) If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens:
 - The supplier repossesses the goods.
 - The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled.
 - You return the goods.
 - The supplier directs you in writing to destroy the goods, and you do so in accordance with the supplier's instructions.

8) Extended Ownership

All merchandise remains the property of PM-International Canada until paid for in full.

SponsorLine Protection

- a) The principle of PM-International Canada is the adherence to and protection of the sponsor's line. A distributor, who has cancelled his/her business or has had his business deleted as a result of inactivity (12 months without personal sales or group sales), may only be re-accepted if he/she reapplies and (a) is being sponsored by his/her former sponsor or the latter's upline or (b) a minimum of 12 months have passed since cancellation or deletion of the previous business.
- b) Sponsor line protection also applies to customers in the Customer-Direct-Program (as set forth in 6.). A customer will be deleted as a result of inactivity after 6 months, without personal sales.

9) Amendments

I understand that this Agreement may be amended from time to time at the sole discretion of PM-International Canada, and I agree to abide by all such amendments. Notification of amendments shall be communicated to all Team Partners by posting on PM-International Canada's website, or other means. Amendments shall become effective and binding 30

days after the date of issuance. I agree that the continuation of my PM-International Canada business or my acceptance of commissions after the effective date of any amendment will constitute my acceptance of any and all amendments.

10) Communication

You may communicate with us in writing at the following email and address:

PM-International Nutrition & Cosmetics Canada Inc.

Unit 7 - 3585 LAIRD RD, MISSISSAUGA, ON L5L 5Y4

905-569-1844

service@pm-international.ca

11) Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

12) Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.