



# MAPLE ORGANICS

## Independent Wellness Consultant Application and Agreement

5609 Chester Street  
Vancouver, BC V5W 3B3  
(778) 828-1761

| Applicant Information                   |             |
|---|-------------|
| Name:                                   |             |
| Social Insurance Number:                |             |
| Co-Applicant's Name:                    |             |
| Co-Applicant's Social Insurance Number: |             |
| Address:                                |             |
| City, Province, and Postal Code:        |             |
| Home Phone:                             | Cell Phone: |
| E-mail:                                 |             |

| Sponsor Information  |             |
|--|-------------|
| Name & Member ID Number::  |             |
| Address:   |             |
| City, Province, and Postal Code:   |             |
| Home Phone:  | Cell Phone: |
| E-mail:  |             |
| Sponsor's Signature  |             |
| I agree to fulfill the obligations as the Sponsor of the applicant as described in the MAPLE ORGANICS Policies and Procedures. I have provided the most current version of the Policies and Procedures and the MAPLE ORGANICS Compensation Plan ("Success Program") to the Applicant prior to his/her signing the Agreement. |             |

**Assumed Names, Corporations, Partnerships, or Trusts** -- If your business will be owned by a corporation, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity Application and submit it with this Application and Agreement.

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| <p><b>Independent Wellness Consultant Kit</b><br/>Each Applicant must purchase a MAPLE ORGANICS Independent Wellness Consultant Starter Kit. The Starter Kit contains necessary tools, samples and documents to help you get your MAPLE ORGANICS business launched. Also included with your kit purchase is a one year subscription to the MAPLE ORGANICS replicated Independent Wellness Consultant website.</p> <p><input type="checkbox"/> <b>Starter Kit</b> (\$129)</p> <p><b>Shipping</b>           \$ _____</p> <p><b>Sales Tax</b>           \$ _____</p> <p><b>Total Due</b>           \$ _____</p> | <p><b>Annual Renewal—Website Subscription</b><br/>The term of the Independent Wellness Consultant Agreement is one year and may be renewed for successive one year terms on each anniversary date of the Agreement. The annual fee of \$99 is payable at the beginning of each year during the term, and will be charged to your credit card.</p> <p>Domain 1<sup>st</sup> Choice:<br/>http://www.mapleorganics.com/_____</p> <p>Domain 2<sup>nd</sup> Choice:<br/>http://www.mapleorganics.com/_____</p> |
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| <p><b>Payment Information</b> (Your credit card information is required for annual renewal fees and Replicating Website Subscription payment authorization)</p> <p><input type="checkbox"/> MasterCard   <input type="checkbox"/> Visa   Card No. _____   Expiration Date (MM/YYYY) _____</p> <p>Name on Card _____   Authorized Signature _____</p> <p>Date _____</p> <p><b>By signing above, I authorize Everlaan Organics Inc., its subsidiaries and affiliates ("Maple Organics") to charge my credit card for all orders and payments indicated on this Application and Agreement.</b></p> |
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**I have carefully read the terms and conditions on the back of this Application and Agreement, the MAPLE ORGANICS Policies and Procedures, and the MAPLE ORGANICS Success Program, and agree to abide by all terms set forth in these documents. I understand that I have the right to terminate my MAPLE ORGANICS independent business at any time, with or without reason, by sending 10 days' written notice to the Company at the above listed address.**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Co-Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Mail the completed signed original Application and Agreement to:  
MAPLE ORGANICS, Independent Wellness Consultant Application Dept., 5609 Chester Street, Vancouver, BC V5W 3B3

I understand that any intentional misrepresentation of any information I provide on this Independent Wellness Consultant Application and Agreement may result in action by MAPLE ORGANICS, including termination of this Agreement.

## Terms and Conditions

1. I understand that as a MAPLE ORGANICS Independent Wellness Consultant:
  - a. I have the right to offer for sale MAPLE ORGANICS products and services in accordance with these Terms and Conditions.
  - b. I have the right to enroll persons in MAPLE ORGANICS as Independent Wellness Consultants.
  - c. If qualified, I have the right to earn commissions pursuant to the MAPLE ORGANICS Compensation Plan (Success Program).
2. I agree to present the MAPLE ORGANICS Success Program and MAPLE ORGANICS products and services as set forth in official MAPLE ORGANICS literature.
3. I agree that as an MAPLE ORGANICS Independent Wellness Consultant I am an independent contractor, and not an employee, partner, legal representative, or franchisee of MAPLE ORGANICS. 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 UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF MAPLE ORGANICS FOR TAX, CPP or EI PURPOSES.** MAPLE ORGANICS is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, taxes of any kind.
4. I have carefully read and agree to comply with the MAPLE ORGANICS Policies and Procedures, the MAPLE ORGANICS Success Program, the MAPLE ORGANICS Application and Agreement, all 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"). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from MAPLE ORGANICS. I understand that these Terms and Conditions, the MAPLE ORGANICS Policies and Procedures, or the MAPLE ORGANICS Success Program may be amended at the sole discretion of MAPLE ORGANICS, and I agree to abide by all such amendments. Notification of amendments shall be posted on the MAPLE ORGANICS website. Amendments shall become effective 30 days after publication. The continuation of my MAPLE ORGANICS business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
5. The term of this Agreement is one year and may be renewed for successive one year terms upon payment of the annual renewal fee. If I fail to annually renew my MAPLE ORGANICS business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as an Independent Wellness Consultant. I shall not be eligible to sell MAPLE ORGANICS products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. **In the event of cancellation, termination or nonrenewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization.** MAPLE ORGANICS reserves the right to terminate all Independent Wellness Consultant Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Independent Wellness Consultant may cancel this Agreement at any time, and for any reason, upon written notice to MAPLE ORGANICS at its principal business address. MAPLE ORGANICS may cancel this Agreement for any reason upon 30 days advance written notice to Independent Wellness Consultant.
6. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of MAPLE ORGANICS. Any attempt to transfer or assign the Agreement without the express written consent of MAPLE ORGANICS renders the Agreement voidable at the option of MAPLE ORGANICS and may result in termination of my business.
7. I understand that if I fail to comply with the terms of the Agreement, MAPLE ORGANICS may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
8. MAPLE ORGANICS, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release MAPLE ORGANICS and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release MAPLE ORGANICS and its affiliates from all liability arising from or relating to the promotion or operation of my MAPLE ORGANICS business and any activities related to it (e.g., the presentation of MAPLE ORGANICS products or the MAPLE ORGANICS Success Program, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify MAPLE ORGANICS for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
9. The Agreement, in its current form and as amended by MAPLE ORGANICS at its discretion, constitutes the entire contract between MAPLE ORGANICS and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by MAPLE ORGANICS of any breach of the Agreement must be in writing and signed by an authorized officer of MAPLE ORGANICS. Waiver by MAPLE ORGANICS of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
11. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.
12. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia without regard to principles of conflicts of laws. All disputes and claims relating to MAPLE ORGANICS, the Independent Wellness Consultant Agreement, the MAPLE ORGANICS Success Program or its products and services, the rights and obligations of an Independent Wellness Consultant and MAPLE ORGANICS, or any other claims or causes of action relating to the performance of either an Independent Wellness Consultant or MAPLE ORGANICS under the Agreement or the MAPLE ORGANICS Policies and Procedures shall be settled totally and finally by arbitration in Vancouver, British Columbia, or such other location as MAPLE ORGANICS prescribes, in accordance with the *Arbitration Act* (RSBC 1996 c. 55) and the Arbitration Rules of the ADR Institute of Canada, Inc., except that all parties shall be entitled to pre-hearing oral examination. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent MAPLE ORGANICS from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
13. The parties consent to jurisdiction and venue before the Supreme Court of British Columbia, in Vancouver, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
14. If an Independent Wellness Consultant wishes to bring an action against MAPLE ORGANICS for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against MAPLE ORGANICS for such act or omission. **Independent Wellness Consultant waives all claims that any other statutes of limitation apply.**
15. I authorize MAPLE ORGANICS to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.
16. A faxed/emailed copy of this Agreement shall be treated as an original in all respects.