



**AGREEMENT TERMS AND CONDITIONS**  
CANADA  
EFFECTIVE: AUG 2019

CERULE CANADA LTD (“CERULE”) BELIEVES THAT ITS INDEPENDENT BUSINESS OWNERS (“IBO”s) SHOULD SUBSCRIBE TO THE PRINCIPLES OF FAIRNESS, HONESTY, INTEGRITY, AND SERVICE. THE RELATIONSHIP OF CERULE TO THE IBO, THE IBO TO THE CUSTOMER, AND THE IBO TO OTHERS SHOULD BE PRESERVED, PROTECTED, AND PROMOTED IN ACCORDANCE WITH THE HIGHEST STANDARDS OF CONDUCT. THEREFORE, THE IBO AGREES TO ABIDE BY AND SUBSCRIBE TO THE CODE OF PROFESSIONAL ETHICS (THE “CODE OF ETHICS”).

AS A IBO, I AGREE THAT I have carefully read and agree to comply with the Cerule Policies and Procedures, the Cerule Pay Plan, and the Code of Ethics all of which are incorporated into and made a part of these Terms and Conditions (“Agreement”):

1. I will be honest and fair in all my dealings while acting as a IBO of Cerule.
2. I will respect the time and privacy of the individual(s) I contact to become retail customers or IBOs of Cerule. I will be courteous and respectful to every person contacted in the course of my business.
3. I will perform all my professional activities in a manner that will enhance my reputation and the reputation of Cerule.
4. I will fulfill my leadership responsibilities as an enroller, including training and supporting my IBOs. I agree to present the most current version of the Cerule Policies and Procedures Manual and the Cerule Pay Plan to the individual(s) whom I am considering to enroll.
5. I will not engage in any deceptive or illegal practice, or any practice prohibited by the Agreement.
6. I will not make diagnostic, therapeutic or curative claims about Cerule’s products. I will not make any claims not contained in official literature.
7. I understand that no income projections, including those based solely on mathematical projections or “ideal projections” of the Cerule Pay Plan may be made to prospective IBOs. I will not guarantee or estimate compensation, expenses, or deductions attributable to the business to prospects. I will truthfully and fairly describe and present the Cerule Pay Plan.
8. I understand and agree that I am solely responsible for all financial and/or legal obligations incurred by me in the course of my business as a IBO of Cerule and that I am an independent contractor, and not a franchisee, joint venture partner, business partner, employee or agent of Cerule, and have no authority to bind Cerule to any obligation.
9. I will always honor the Company’s 100% satisfaction, thirty (30) day money back guarantee when dealing with my retail customers.
10. I will compete aggressively but fairly, and I will respect the professionals of other network marketing companies. I will not solicit from the proprietary rolls of other network marketing companies. I will not use sales materials or

professional associations that may be regarded as proprietary by other companies. Cerule seeks to promote the reputation of all reputable network marketing companies that are furthering the cause of personal independence for their IBOs.

11. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Cerule. I understand that Cerule reserves the right to amend the Agreement and its prices and product offering in its sole and absolute discretion in the manner set out in the Cerule Policies and Procedures Manual and that once the amendment(s) are published, I may elect to accept the amendment(s) or reject them. If I continue to purchase or sell Cerule products, enroll and/or accept rebates, commissions or bonuses from Cerule, such actions will be deemed acceptance of any amendments.
12. The term of this Agreement is one year. If I fail to annually renew my Cerule business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a IBO. In the event I make no product purchases in any 90 consecutive day period, my Agreement may be deactivated and I may lose my IBO position, all enroller rights, my position in the Pay Plan, all rights to commissions, bonuses, incentives and the ability to purchase products from Cerule at wholesale prices.
13. Cerule reserves the right to terminate my Agreements for violating the terms of the Agreement and other documents produced by Cerule. When the decision is made to terminate me, Cerule will inform you in writing that the termination has occurred effective thirty (30) days from the date of the written notification. I understand that if I fail to comply with the terms of the Agreement, Cerule may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am not suspended or terminated, I will be entitled to receive earned bonuses or commissions
14. I may not sell, assign any rights or delegate my duties under the Agreement without the prior written consent of Cerule. Any attempt to transfer or assign the Agreement without the express written consent of Cerule renders the Agreement voidable at the option of Cerule and may result in termination of my business.
15. Cerule, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates") **will not be liable** and I agree to release Cerule and its affiliates from all liability arising from or relating to the promotion or operation of my Cerule business and any activities related to it, and agree to indemnify Cerule and its affiliates for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
16. The Agreement, in its current form and as amended by Cerule at its discretion, constitutes the entire contract between Cerule and I. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
17. 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.
18. 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 will be settled totally and finally by arbitration in Vancouver, Canada, or such other location as Cerule prescribes. All disputes, claims and controversies between Cerule and I relating to or arising out of the Agreement will be settled by arbitration through the Company's Alternative Dispute Resolution Procedure.