



MAPLE ORGANICS INDEPENDENT WELLNESS CONSULTANT POLICIES AND PROCEDURES

Canada

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MAPLE ORGANICS

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SECTION 1 – CORPORATE VISION, VALUES AND MISSION

Vision

At MAPLE ORGANICS, we are committed to putting our customers first by providing best-in-class organic products that are distributed with excellent service through our network of talented Independent Wellness Consultants.

Organic. Pure. Effective. At MAPLE ORGANICS we believe in the importance of nurturing. Using organic ingredients, you can rest assured that you are nurturing yourself, your family and the environment every time you indulge in our products. Whether daily maintenance of a healthy body or when in need of symptomatic relief of common ailments, MAPLE ORGANICS has a safe, effective and clean solution for you.

Values

We inspire, support and have compassion for women. By understanding the pressures of motherhood, we support each other and our team members to lead the lives they were intended to. Combining the challenge of career ambition with a supportive shoulder to lean on.

We behave with an industrious and entrepreneurial spirit. We are resourceful, smart and numbers based.

We strive to understand the social and environmental impact of our decisions and therefore make conscious choices to progress the lives of our children and world they inherit.

Mission

We strive to make families healthier through our organic, pure & effective products and creating career opportunities for women.

SECTION 2 – INTRODUCTION

2.1 The Independent Wellness Consultant Agreement

MAPLE ORGANICS Policies and Procedures are considered part of the MAPLE ORGANICS Independent Wellness Consultant Agreement.

In its entirety, the Independent Wellness Consultant Agreement includes:

- The Independent Wellness Consultant Application and Agreement, Terms and Conditions;
- The Policies and Procedures;
- The MAPLE ORGANICS Compensation Plan (hereafter "Success Program");

The MAPLE ORGANICS Terms of Use;
The MAPLE ORGANICS Code of Ethics;
The MAPLE ORGANICS Privacy Policy; and
The MAPLE ORGANICS Business Entity Registration Form (if applicable)

When MAPLE ORGANICS refers to the Independent Wellness Consultant Agreement or Agreement, it refers to all components as described above. It is your responsibility to read, understand and adhere to the most recent version of the Agreement. Likewise, when you sponsor a new Independent Wellness Consultant, it is your responsibility to ensure they have read and understand the Agreement they are signing, particularly these Policies and Procedures and the MAPLE ORGANICS Success Plan, before they sign.

2.2 Purpose of the Independent Wellness Consultant Policies and Procedures

The Policies and Procedures are designed to define the relationship that exists between you (as a MAPLE ORGANICS Independent Wellness Consultant), other MAPLE ORGANICS Independent Wellness Consultants, and Everlaan Organics Inc., a B.C. corporation, its subsidiaries and affiliates ("MAPLE ORGANICS"), and to clearly articulate a standard for acceptable business conduct. By signing the Agreement, you are required to comply with all of its Terms and Conditions, with these Policies and Procedures and with all federal, provincial, and local laws governing your MAPLE ORGANICS business and conduct.

If you have any questions regarding any policy or rule, do not hesitate to seek an answer from your Sponsor or from MAPLE ORGANICS.

2.3 Handling Changes

MAPLE ORGANICS reserves the right to update or change the Agreement and/or its pricing, including these Policies and Procedures, at any time. When we make changes or revisions, you will be notified through your Independent Wellness Consultant email account. Your electronic acceptance of the Agreement, continuance as a MAPLE ORGANICS Independent Wellness Consultant, or acceptance of future bonuses or commissions, will signify your acceptance of any changes that are made.

2.4 Business Delays Beyond MAPLE ORGANICS' Control

MAPLE ORGANICS is not responsible for business delays due to circumstances beyond its reasonable control, such as labour strikes and difficulties, riots, war, fire, natural disasters, death, curtailment of a party's source of supply, or government decrees or orders.

2.5 Handling Invalid or Unenforceable Policies

If any part of the Agreement is held to be invalid or unenforceable, only that invalid or unenforceable portion may be removed; the remainder of the Agreement will remain intact and will continue to operate in full force and effect.

2.6 MAPLE ORGANICS' Right to Enforce Compliance

MAPLE ORGANICS never gives up its right to insist on strict compliance with the Agreement or any Policy or Procedure. Even if MAPLE ORGANICS chooses, for whatever reason, not to enforce compliance, this does not make any portion of the Agreement or the Policies and Procedures invalid, and it does not constitute a waiver of MAPLE ORGANICS' right to enforce compliance with any term of the Agreement.

A waiver by MAPLE ORGANICS is only valid if delivered in writing by an authorized representative of the Company and applies only to the specific instance or occurrence at hand. This written waiver does not limit or impair MAPLE ORGANICS' right to insist on future compliance with the Independent Wellness Consultant requesting a waiver, nor does it affect or impact in any way the compliance required of other Independent Wellness Consultants, even in similar cases.

SECTION 3 – BECOMING AN INDEPENDENT WELLNESS CONSULTANT

3.1 Requirements to become an Independent Wellness Consultant

To become a MAPLE ORGANICS Independent Wellness Consultant you must:

- Be of the age of majority in your province of residence;
- Reside in Canada;
- Have a valid Social Insurance Number;
- Purchase a MAPLE ORGANICS Starter Kit;
- Read and agree to abide by the Company's Statement of Policies and Procedures;
- Be capable of satisfying the requirements for provincial registration as a licensed direct seller, if applicable; and
- Submit a properly completed Independent Wellness Consultant Application and Agreement to MAPLE ORGANICS.

New Independent Wellness Consultants enroll via the MAPLE ORGANICS main website <http://mapleorganics.com/start-your-business-today.html>. If you do not have a Sponsor and you would like one, please contact the Company at <http://mapleorganics.com/contact-us.html>.

You must complete the MAPLE ORGANICS Independent Wellness Consultant Agreement and agree to all terms and related documents yourself. An existing MAPLE ORGANICS Independent Wellness Consultant and/or your sponsor must not fill out, sign, or accept the agreement on your behalf. See section 7.4 for more information on sponsoring.

MAPLE ORGANICS reserves the right to reject any new Independent Wellness Consultant Application and Agreement for any reason.

3.2 Enrolling a Business Entity as an Independent Wellness Consultant

Certain types of corporations or businesses can apply to be a MAPLE ORGANICS Independent Wellness Consultant by submitting a Business Entity Registration Form and Independent Wellness Consultant Application and Agreement to MAPLE ORGANICS. MAPLE ORGANICS must receive the Business Entity Registration Form within 10 days of the submission of the signed Independent Wellness Consultant Agreement or the Agreement will terminate.

Any person or entity with a legal or equitable interest in the MAPLE ORGANICS Independent Wellness Consultant business agrees to all of the terms of the Agreement and these Policies and Procedures. If such person or entity violates or is out of compliance with the terms of the Agreement then the entire MAPLE ORGANICS Independent Wellness Consultant business is out of compliance and subject to disciplinary action as a single entity.

If you joined MAPLE ORGANICS as an individual, but wish to change your status to a business entity you may do so by following the steps outlined in Section 5.2(a).

3.3 Identification

During the application process, you must provide your Social Insurance Number to MAPLE ORGANICS. Once your application is submitted and accepted, MAPLE ORGANICS will assign to you a unique identification number, known as an Independent Wellness Consultant ID Number that will be used by you and/or Independent Wellness Consultant Support to place orders, and track commissions and bonuses. These unique numbers should not be shared with others.

3.4 Independent Wellness Consultant Benefits

When your Independent Wellness Consultant Application and Agreement has been accepted by MAPLE ORGANICS, you have the right to:

- Sell MAPLE ORGANICS products;
- Participate in the MAPLE ORGANICS Success Plan;
- Recruit and sponsor other Independent Wellness Consultants (build your Business Organization);
- Receive MAPLE ORGANICS literature and other communications;
- Access MAPLE ORGANICS-sponsored support, training, motivational and recognition functions; and
- Participate in MAPLE ORGANICS-sponsored promotional and incentive contests and programs.

3.5 Provincial Licensing

In Canada, the provinces of SK, MB, NB, and PEI require that you apply for a license as a direct seller. Once you have completed the MAPLE ORGANICS application procedure, you may then submit a license application to your province of residence. Once your provincial direct seller's license is obtained, you must provide it to MAPLE ORGANICS. If we have not received a copy of your license within 45 days after your enrollment as an Independent Wellness Consultant, commissions and bonuses will be withheld until received.

3.6 Annual Renewal

When you join MAPLE ORGANICS, the Independent Wellness Consultant Agreement is valid for one year from the date it is accepted by MAPLE ORGANICS. Each year thereafter the Agreement is automatically renewed for another one-year term, unless either you or MAPLE ORGANICS provide the other party with 30 days written notice of their intention not to renew the Agreement. MAPLE ORGANICS requires payment of an Independent Wellness Consultant annual fee in the amount of \$99, or as updated from time to time, at the end of each year. The annual renewal fee is imposed to offset costs incurred by Maple Organics for educational development costs, webhosting costs, business materials and administrative costs and represents a reasonable estimation of MAPLE ORGANICS' actual cost of providing these services.

SECTION 4– INDEPENDENT WELLNESS CONSULTANT RELATIONSHIP WITH MAPLE ORGANICS

4.1 Independent Contractor Status

When you join MAPLE ORGANICS as an Independent Wellness Consultant, you do so as an independent contractor. You are not purchasing a franchise or a business opportunity and the Agreement between you and MAPLE ORGANICS does not create an employer/employee relationship, partnership, or joint venture. As a result, you are solely responsible for paying all local, provincial, and federal taxes owed from any compensation earned. Additionally, MAPLE ORGANICS will not treat you as an employee for federal or provincial tax purposes. This means that MAPLE ORGANICS will not withhold taxes, CPP, EI or any kind of remittance from your bonuses and commissions.

As an independent contractor you completely control the means by which you operate your MAPLE ORGANICS business. You will establish your own goals, hours, and methods of sale – subject to compliance with the Agreement and applicable law. You are solely responsible for paying all expenses incurred in developing your business and are not authorized to incur any debt or obligation on behalf of or in the name of MAPLE ORGANICS or other Independent Wellness Consultants or to open any chequeing account on behalf of, for, or in the name of MAPLE ORGANICS.

4.2 No Territory Restrictions or Franchise Fees

There are no exclusive territories granted to anyone for selling, recruiting or marketing. No franchise fees are required.

4.3 Income Taxes

MAPLE ORGANICS will provide a CRA Form T4A (Non-employee Compensation) earnings statement to each Canadian resident that falls into one of the following categories:

- Had earnings of over \$600 in the previous calendar year; or
- Made purchases during the previous calendar year in excess of \$5,000.

You are solely responsible for paying local, provincial, and federal taxes on any income generated as an Independent Wellness Consultant. If a MAPLE ORGANICS business is tax exempt, the Federal Business Number must be provided to MAPLE ORGANICS.

4.4 Be Timely in Reporting Errors

If you believe errors have been made regarding commissions, bonuses, charges, or the placement of Independent Wellness Consultants in your Business Organization, you must notify MAPLE ORGANICS, in writing, within 60 days of when the purported error or incident occurred.

4.5 Limitation of Liability

By signing the Independent Wellness Consultant Agreement, you agree to release, discharge, and hold harmless MAPLE ORGANICS, and anyone directly affiliated with MAPLE ORGANICS (employees, directors, officers, etc.) from any loss or damages, including costs and fees, incurred, or suffered by you as a result of:

- Your breach of the Independent Wellness Consultant Agreement (including these Policies and Procedures);
- The improper promotion or operation of your MAPLE ORGANICS business and any related activities (e.g., the presentation of MAPLE ORGANICS' products or Success Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.);
- Any incorrect data or information provided by an Independent Wellness Consultant to MAPLE ORGANICS; or
- Your failure to provide any information or data necessary for MAPLE ORGANICS to operate its business.

4.6 Requests for Records

Independent Wellness Consultant requests for copies of invoices, applications, Business Organization reports or other records will require a fee of \$1 per page.

4.7 Sale, Transfer, or Assignment of a MAPLE ORGANICS Business

Although your MAPLE ORGANICS business is privately owned and independently operated, the sale, transfer, or assignment of it is subject to certain limitations. If you wish to sell your MAPLE ORGANICS business, you must receive written authorization from the Company. In order to sell, transfer, or assign a MAPLE ORGANICS business, the following criteria must be met:

- Protection of the existing line of sponsorship must always be maintained so that the MAPLE ORGANICS business continues to be operated in that line of sponsorship.

- The buyer or transferee must be (or must become) a qualified MAPLE ORGANICS Independent Wellness Consultant. If the buyer is a current MAPLE ORGANICS Independent Wellness Consultant, she must first terminate her MAPLE ORGANICS business simultaneously with the purchase, transfer, assignment, or acquisition of any interest in the new MAPLE ORGANICS business.
- Before the sale, transfer or assignment can be finalized and approved by MAPLE ORGANICS, any debt obligations the selling Independent Wellness Consultant has with MAPLE ORGANICS must be satisfied.
- The selling Independent Wellness Consultant must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a MAPLE ORGANICS business.

Prior to selling your MAPLE ORGANICS business, you must notify MAPLE ORGANICS' Independent Wellness Consultant Support Department of your intent to sell. Upon complete execution of the purchase and sale agreement, you must submit a copy of it to MAPLE ORGANICS for review. MAPLE ORGANICS reserves the right to request additional documentation that may be necessary to analyze the transaction between the buyer and seller. MAPLE ORGANICS will, at its sole and absolute discretion, approve or deny the sale, transfer, or assignment within 30 days of its receipt of all necessary documents from the parties.

If you fail to obtain MAPLE ORGANICS' approval for the transaction, the transfer will be voidable at MAPLE ORGANICS' option.

The purchaser of the existing MAPLE ORGANICS business will assume the obligations and position of the selling Independent Wellness Consultant. Additionally, if you sell your MAPLE ORGANICS business you will not be eligible to re-apply as a MAPLE ORGANICS Independent Wellness Consultant for at least six full months after the date of the sale.

4.8 Separation of a MAPLE ORGANICS Business due to Divorce or Business Break Up

When a MAPLE ORGANICS business is jointly owned and operated by a husband-wife partnership, or across a business entity, there needs to be a way to equitably separate that MAPLE ORGANICS business in the event of a divorce or the dissolution of the business entity. This separation must be handled in a way that does not adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Independent Wellness Consultants and the Company, MAPLE ORGANICS will involuntarily terminate the Independent Wellness Consultant Agreement.

During the pendency of a divorce or business break-up, you must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the MAPLE ORGANICS business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize MAPLE ORGANICS to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the MAPLE ORGANICS business jointly on a business-as-usual basis, where upon all compensation paid by MAPLE ORGANICS will be paid in the joint names of the Independent Wellness Consultants or in the name of the entity to be divided as the parties may independently agree between themselves.

In the event that you are unable to resolve a dispute over the disposition of commissions and ownership of the business, your Independent Wellness Consultant Agreement will be involuntarily cancelled. Once a spouse or former business affiliate has completely given up their rights in their original MAPLE ORGANICS business, they are free to enroll under any Sponsor of their choosing and develop their new business the same as any other new Independent Wellness Consultant.

4.9 Succession Due to Death or Incapacitation

In the event of your death or incapacitation, your MAPLE ORGANICS business may be passed to your heirs. For this to occur, the necessary legal documentation must be submitted to MAPLE ORGANICS. Please work with a lawyer to prepare a will. If you transfer your MAPLE ORGANICS business in this manner, your beneficiary acquires the right to collect all bonuses and commissions from your Business Organization, provided certain qualifications are met. The successor(s) must:

- Execute a new Independent Wellness Consultant Agreement;
- Comply with terms and provisions of the Agreement; and
- Meet all of the qualifications for the deceased Independent Wellness Consultant's rank.

Bonus and commission cheques of a MAPLE ORGANICS business transferred in this manner will be paid in a single cheque. If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal business identification number. MAPLE ORGANICS will issue all bonus and commission cheques and one CRA form T4A to the business entity.

(a) Transfer upon Death of an Independent Wellness Consultant

To effect a testamentary transfer of a MAPLE ORGANICS business, the successor must provide the following to MAPLE ORGANICS: (1) an original death certificate; (2) a notarized copy of the will or other instrument establishing the successor's right to the MAPLE ORGANICS business; and (3) a completed and executed Independent Wellness Consultant Agreement.

SECTION 5- RESPONSIBILITIES OF INDEPENDENT WELLNESS CONSULTANTS

5.1 Change of Address or Telephone

To avoid any disruption in your business, please notify MAPLE ORGANICS two weeks prior to your address and/or telephone number changing. When you are changing your address, please remember that MAPLE ORGANICS allows P.O. Box addresses for your mailing address, but not for your shipping address (as couriers do not deliver to P.O. boxes). You must also submit a Change of Address Form with Canada Post.

5.2 Changes to Your MAPLE ORGANICS Business

If information within your Independent Wellness Consultant Application or Agreement changes, it is your responsibility to notify MAPLE ORGANICS of the changes.

(a) Changing from an Individual to Business Entity

You may also modify your existing Independent Wellness Consultant Agreement (e.g., change the form of ownership from an individual proprietorship to a business entity owned by the Independent Wellness Consultant) by submitting a written request, a properly executed Independent Wellness Consultant Application and Agreement, a completed Business Entity Registration Form, and a \$50 change fee. Changes will be processed only once per year. All changes must be submitted by November 30 to become effective on January 1 of the following year. Section 3.2 will apply to any registered business entity.

5.3 Leadership and Continuing Development Obligations

When you sponsor another Independent Wellness Consultant into MAPLE ORGANICS, you must take a proactive role in providing assistance and training, and in ensuring those in your Business Organization (1) are aware of MAPLE ORGANICS Policies and Procedures; and (2) comply with the Agreement, Policies, and Procedures.

You must have regular, ongoing contact with Independent Wellness Consultants in your frontline and Business Organization to facilitate this process. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of frontline Independent Wellness Consultants to MAPLE ORGANICS meetings, team meetings, and other functions.

Further, if you become aware, either through your interactions with them, or through someone else communicating with you, or from MAPLE ORGANICS, that an Independent Wellness Consultant in your Business Organization is violating Policies either willfully, or due to ignorance, you will make every effort to educate, inform and bring them back into compliance.

As you progress through various levels of leadership and become more skilled and experienced in sales techniques, product knowledge, and your understanding of MAPLE ORGANICS, you will be called upon to share this knowledge with newer Independent Wellness Consultants.

5.4 Documenting Training of Your Sponsored Independent Wellness Consultants

Upon request, you must be able to provide documented evidence to MAPLE ORGANICS of your ongoing fulfillment of the responsibilities of a Sponsor as outlined in Section 5.3. Failure to do so may result in disciplinary action.

5.5 Providing Documentation to Applicants

When you sponsor a new Independent Wellness Consultant, you must ensure they have access to, and have reviewed, the latest version of the Policies and Procedures and the Success Plan before the new Independent Wellness Consultant signs the Independent Wellness Consultant Agreement. Copies of the Success Plan and Policies and Procedures can be acquired by contacting MAPLE ORGANICS or downloaded from the MAPLE ORGANICS website.

5.6 Reporting Policy Violations

If you witness or observe a Policy violation by another Independent Wellness Consultant you are obligated to report the violation to ashley.ward@mapleorganics.com and rosy.atwal@mapleorganics.com. Please provide sufficient detail (situation, violation, dates, location, persons involved etc.) for MAPLE ORGANICS to act. MAPLE ORGANICS will make every effort to ensure that your identity, and information you share that may reveal your identity, remains confidential.

5.7 Adherence to Laws and Ordinances

(a) Local Ordinances

Many cities and municipalities have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to MAPLE ORGANICS Independent Wellness Consultants; however, you must obey those laws that do apply. If a local government official informs you that an ordinance applies to you, please be polite and cooperative, and immediately send a copy of the ordinance to ashley.ward@mapleorganics.com and rosy.atwal@mapleorganics.com. MAPLE ORGANICS will work with you to understand and resolve the situation.

(b) Compliance with Federal, Provincial, and Local Laws

Independent Wellness Consultants will comply with all federal, provincial, and local laws and regulations in the conduct of their businesses.

(a) Federal Laws

The federal *Competition Act* applies to certain aspects of your activities as a member of a multi-level sales organisation. In particular, the *Competition Act* prohibits you from making any representation to a prospective Independent Wellness Consultant relating to compensation that is not consistent with information contained in materials supplied to you by us, offer or agree to pay compensation to any Independent Wellness Consultant in consideration of their recruitment of other Independent Wellness Consultants, or suggest or encourage the purchase of commercially unreasonable amounts of inventory.

Non-compliance with federal laws governing your conduct may result in criminal fines and penalties. In addition, MAPLE ORGANICS may elect to take disciplinary action against you as provided in SECTION 12 below.

(b) Provincial Laws and Regulations

Certain provincial direct seller laws and regulations govern the sale of MAPLE ORGANICS merchandise. In order to comply with these laws and regulations you must ensure that the following information is contained on each sales receipt:

- the buyer's name and address
- the salesperson's name
- the date, and the place where the sales contract is concluded
- a description of the goods or services sufficient to identify them

- the itemized prices of the goods or services or both
- the total amount of the sales contract
- the signatures of buyer and seller

When you make a sale, you must ensure that you provide the customer with two copies of the sales receipt and verbally inform the customer of the 30 day 100% satisfaction guarantee printed on the receipt.

Non-compliance with provincial laws governing your conduct may result in criminal fines and penalties. In addition, MAPLE ORGANICS may elect to take disciplinary action against you as provided in SECTION 12 below.

SECTION 6– MARKETING YOUR MAPLE ORGANICS BUSINESS

6.1 Adherence to the MAPLE ORGANICS Marketing Plan

As a MAPLE ORGANICS Independent Wellness Consultant, you are obligated to market and promote your MAPLE ORGANICS business only as set forth in official MAPLE ORGANICS literature and in a manner consistent with MAPLE ORGANICS Policies and Procedures. You may not offer the MAPLE ORGANICS opportunity through, or in conjunction with, any other system, program or offering.

6.2 General (applying to both online and offline marketing and promotion)

It is your responsibility to safeguard and promote the good reputation of the MAPLE ORGANICS brand; to ensure that your marketing efforts contribute to the public interest; and to avoid discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

(a) Trademarks and Copyrights

You may not use MAPLE ORGANICS trade names, trademarks, copyrighted material, designs, images or symbols without prior written permission, except as set forth in section **Error! Reference source not found..** Video or audio recordings of company events, training and/or speeches are also copyrighted, and may not be utilized or distributed without written permission.

The name MAPLE ORGANICS, its slogan “The Organic Pharmaceutical Company” and its logo are trademarks of MAPLE ORGANICS, are of great value to the Company, and are supplied to you for your use only in an authorized manner. Use of the MAPLE ORGANICS name on any item not produced or authorized by the Company in these Policies and Procedures or with specific written permission from the company is prohibited.

As an Independent Wellness Consultant you may use the MAPLE ORGANICS name in the following manner:

[Independent Wellness Consultant's Name]
Independent MAPLE ORGANICS Consultant

Example:

Alice Smith
Independent MAPLE ORGANICS Consultant

You are not allowed to use the name MAPLE ORGANICS in any form in your team name, a tagline, an external website name, your Personal Website address, or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase Independent MAPLE ORGANICS Consultant in your phone greeting or on your answering machine to clearly separate your MAPLE ORGANICS business from Everlaan Organics Inc., its subsidiaries, and affiliates operating as MAPLE ORGANICS. For example, you may not secure the domain name www.buymapleorganics.com; nor may you create an email address such as mapleorganicsales@hotmail.com.

There are numerous words, images, phrases, taglines, and/or ideas developed or coined within the MAPLE ORGANICS community, and used by Independent Wellness Consultants to promote MAPLE ORGANICS, their MAPLE ORGANICS business, or their MAPLE ORGANICS team. No Independent Wellness Consultant can claim the exclusive right to use such words, images, phrases, taglines, or ideas that are in the MAPLE ORGANICS community domain for use by all MAPLE ORGANICS Independent Wellness Consultants. Therefore, you are not allowed to claim ownership of any such words, images, phrases, taglines, names or phrases, and agree that you will not seek to register any such words, images, phrases, taglines, names or phrases as a trademark, copyright, or domain name. If you do, you agree to assign to MAPLE ORGANICS any such trademark application or registration, or copyright or domain registration to MAPLE ORGANICS. In addition, MAPLE ORGANICS may elect to take disciplinary action against you as provided in SECTION 12 below. By entering into the Independent Wellness Consultant Agreement and/or renewing your Independent Wellness Consultant Agreement, you hereby assign any rights that you may have to or in any such intellectual property to MAPLE ORGANICS and you further agree that MAPLE ORGANICS may, at its discretion, seek to register any such words, images, phrases, taglines, names or phrases as trademarks, copyrights, or domain names, as the case may be.

(b) Advertising Templates and Approval

You may only advertise or promote your MAPLE ORGANICS business using approved tools, templates, or images acquired through MAPLE ORGANICS. No approval is necessary to use these approved tools.

If you wish to design your own online or offline marketing materials of any kind, your designs must be submitted to MAPLE ORGANICS (ashley.ward@mapleorganics.com and rosy.atwal@mapleorganics.com) for consideration and inclusion in the template/image library. In preparing your own online or offline marketing materials for submission to MAPLE ORGANICS, you must ensure that you use the most current Independent Wellness Consultant version of the MAPLE ORGANICS logo. Unless you receive specific written approval from MAPLE ORGANICS to use such tools, the request will be deemed denied.

(c) Altering Packaging/Labels Prohibited; Adding Personalized Stickers OK

You may only sell MAPLE ORGANICS products in their original packaging and may not repackage, re-label, or alter the labels on MAPLE ORGANICS products you sell. Tampering with labels/packaging could be a violation of federal and provincial laws, and may result in civil liability in some circumstances. MAPLE ORGANICS does allow you to affix a personalized sticker with your personal/contact information to each product or product container, as long as you do so without removing or obscuring the existing product labels.

(d) Don't Make False or Exaggerated Product Claims

Independent Wellness Consultants may not make claims about the therapeutic or curative properties of any products offered by MAPLE ORGANICS, except those contained in official MAPLE ORGANICS literature. Not only would these claims violate MAPLE ORGANICS Policies, they would likely violate federal and provincial laws.

(e) International Sales

You are only allowed to sell MAPLE ORGANICS products or offer the MAPLE ORGANICS opportunity within Canada, and those countries in which MAPLE ORGANICS is operating, as announced in official MAPLE ORGANICS literature. Signing the MAPLE ORGANICS Independent Wellness Consultant Agreement only authorizes the Independent Wellness Consultant to work inside Canada. Additional documentation and agreements are necessary for Independent Wellness Consultants to sell outside of Canada.

(f) Medical Claims and Product Testimonials

Maple Organics Independent Wellness Consultants must not make any claims about any Maple Organics products, either orally or in print, other than those presented in official Maple Organics Tools. If a Client is under a physician's care for current medical treatment, Maple Organics Independent Wellness Consultants are advised to recommend the Client seek the advice of their physician.

(g) Media and Media Inquiries

If a member of the press or media contacts you about MAPLE ORGANICS or your MAPLE ORGANICS business, you must contact MAPLE ORGANICS at ashley.ward@mapleorganics.com and rosy.atwal@mapleorganics.com before you respond or disclose any information. If MAPLE ORGANICS requests that you not respond to such press or media inquiry, or requests that you refer the press or media contact to the Company to respond, you agree that you will comply with such requests. Additionally, you are not allowed to proactively contact the media or distribute any form of press release that includes information about MAPLE ORGANICS, its products or the opportunity without prior written approval from MAPLE ORGANICS.

(h) Independent Wellness Consultant Release

By entering into the Independent Wellness Consultant Agreement, you authorize MAPLE ORGANICS to use your name, testimonials, and/or likeness in MAPLE ORGANICS advertising or promotional materials with no remuneration. Additionally, you consent to and authorize the use and reproduction of any and all photographs or videos taken by or supplied to MAPLE ORGANICS, and further consent to the use and reproduction of any quotes, testimonials, stories, conversations on social networking media and/or the MAPLE ORGANICS Forum for any print or electronic publicity, marketing or promotional purposes, without remuneration.

6.3 Non-Internet Advertising, Marketing, and Promotion

(a) Print Advertisements, Personal Promotional Materials and Sales Tools

Maple Organics Independent Wellness Consultants are not required to purchase any promotional, marketing or advertising materials, tools, presentations, sales aids, audio or video recordings or services and the like ("Tools") to advance, become or remain an Maple Organics Independent Wellness Consultant, nor are they required to carry inventory of products or Tools for new Maple Organics Independent Wellness Consultants apart from the Starter Kit.

Print advertising, personal promotional materials and sales tools must utilize MAPLE ORGANICS-approved templates/images or receive written approval from MAPLE ORGANICS (see Section 6.2(b)).

If you wish to distribute MAPLE ORGANICS-approved personal promotional materials (flyers, brochures etc.) at a business, public or government facility (schools, libraries, etc.) you must first obtain permission from the business owner or senior-ranking office manager or administrator.

(b) Stationary and Business Cards

Maple Organics Independent Wellness Consultants may only order company approved business cards and stationery.

(c) Signage

Yard signs and/or other signage must not be permanently installed outside an Independent Wellness Consultant's personal residence or other residence. Temporary signage may be displayed in conjunction with a MAPLE ORGANICS' open house or other approved MAPLE ORGANICS event.

(d) Unsolicited Faxes

You are not permitted to use or send unsolicited faxes (to people you do not know) to market MAPLE ORGANICS products or the MAPLE ORGANICS opportunity.

(e) Unsolicited Email

You are not permitted to use or send unsolicited email (to people you do not know) to market MAPLE ORGANICS products or the MAPLE ORGANICS opportunity.

(f) Telemarketing

You are not permitted to utilize telemarketing or to make 'cold calls' to market MAPLE ORGANICS products or the MAPLE ORGANICS opportunity as there are federal laws against telemarketing.

6.4 Online Advertising, Marketing and Promotion

It is your obligation to ensure your online marketing activities are truthful, are not deceptive and do not mislead customers or potential Consultants in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e., having the display URL of a PPC campaign

appear to resolve to an official MAPLE ORGANICS Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. MAPLE ORGANICS will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

(a) Domain Names, Email Addresses and Online Aliases

You are not allowed to use or register MAPLE ORGANICS or any of MAPLE ORGANICS' trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of MAPLE ORGANICS. Examples of the improper use of MAPLE ORGANICS are: mapleorganicsgal@msn.com; www.mapleorganicsisgreat.com; www.myspace.com/maple_organicsfan; www.mapleorganics.com/official, www.mapleorganics.com/usa, www.maple_organics.com/canada, etc., or MAPLE ORGANICS showing up as the sender of an email.

(b) MAPLE ORGANICS Hotlinks

When directing readers to your registered external site or Personal Website it must be evident from a combination of the link, and the surrounding context, to a reasonable reader that the link will be resolving to the site of a MAPLE ORGANICS Independent Wellness Consultant. Attempts to mislead web traffic into believing they are going to an MAPLE ORGANICS corporate site, when in fact they land at an Independent Wellness Consultant site (personal or registered external), will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at MAPLE ORGANICS' sole discretion. Redirecting a reader from another Independent Wellness Consultant's external website or personal website to any other website other than the Independent Wellness Consultant's personal website is prohibited by MAPLE ORGANICS policy.

(c) Approved Consultant Websites

The term Personal Website refers to the external-facing Consultant website offered by MAPLE ORGANICS to you and included in the monthly administrative fee. The term registered external website refers to your own MAPLE ORGANICS-approved personal website (if you have one), or other MAPLE ORGANICS-approved web presence that is hosted on non-MAPLE ORGANICS servers and has no official affiliation with MAPLE ORGANICS. You are not allowed to monetize your Personal Website or your registered external website through affiliate programs, adSense or similar programs.

(d) Internet Advertising / Awareness Generation

(i) Online Classifieds

You may not use online classifieds (including, without limitation, Craigslist or Kijiji) to list, sell, or retail specific MAPLE ORGANICS products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring, and informing the public about the MAPLE ORGANICS business opportunity and/or your MAPLE ORGANICS events, provided MAPLE ORGANICS-approved templates/images are used. These templates will identify you as an Independent MAPLE ORGANICS Consultant. If a link or URL is provided, it must link to your Personal Website or your registered external website.

(ii) eBay / Online Auctions

You may not list or sell MAPLE ORGANICS products on eBay or other online auctions, nor may you enlist or knowingly allow a third party (customer) to sell MAPLE ORGANICS products on eBay.

(iii) Online Retailing

You may not list or sell MAPLE ORGANICS products on any online retail store or ecommerce site, nor may you enlist or knowingly allow a third party (customer) to sell MAPLE ORGANICS products on any online retail store or ecommerce site.

(iv) Banner Advertising

You may place banner advertisements on a website provided you use MAPLE ORGANICS-approved templates and images. All banner advertisements must link to your Personal Website or a registered external website. You may not use blind ads or web pages that make product or income claims that are ultimately associated with MAPLE ORGANICS products or the MAPLE ORGANICS opportunity.

(v) Unsolicited Email Spamming / Mass E-mailing

You are not allowed to transmit mass, unsolicited emails to promote MAPLE ORGANICS, its products or the MAPLE ORGANICS opportunity to people who you do not know, or who have not given you permission to contact them regarding MAPLE ORGANICS. People who are 'opt in' subscribers, who have initiated a request to be included in bulk emailing, newsletter or other standardized communications from you, are allowed. The use of deceptive subject lines and/or false header information or any other fraudulent tactics is prohibited. The making of Unauthorized Claims is also prohibited, as more fully described in section 6.2(d) hereof.

(vi) **Spam Linking**

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming, and/or spamdexing. Any comments you make on blogs, forums, guest books etc. must be unique, informative, and relevant.

(vii) **Social Networking Sites (Facebook / MySpace / LinkedIn)**

You may use social networking sites (Facebook, MySpace, LinkedIn, blogs, forums and other social shared interest sites) to share information about the MAPLE ORGANICS business opportunity and for prospecting and sponsoring; however, these sites may not be used to sell or offer to sell specific MAPLE ORGANICS products. Profiles you generate in any social community where you mention or discuss MAPLE ORGANICS must clearly identify you as an MAPLE ORGANICS Independent Wellness Consultant, and when you participate in those communities you must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at MAPLE ORGANICS' sole discretion, and offending Independent Wellness Consultants will be subject to disciplinary action and/or termination. Banner ads and images used on these sites must be current and must come from the MAPLE ORGANICS approved library. If a link is provided, it must link to your Personal Website or a registered external website.

(viii) **Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)**

You may upload, submit or publish any MAPLE ORGANICS-related video, audio or photo content that you develop and create as long as it has been approved by MAPLE ORGANICS, according to Section 6.2(b). These submissions must clearly identify you as an Independent MAPLE ORGANICS Consultant (either in the content itself and/or in the content description tag), must comply with all copyright/legal requirements, and must state that you are solely responsible for this content and not MAPLE ORGANICS. You may not make any statements that are not in line with approved MAPLE ORGANICS literature. You may not upload, submit or publish any content (video, audio, presentations or any computer files) received from MAPLE ORGANICS or captured at official MAPLE ORGANICS events or in buildings owned or operated by MAPLE ORGANICS without prior written permission.

(ix) **Sponsored Links / Pay-Per-Click (PPC) Ads**

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to either your Personal Website or to a registered external website. The display URL must also be to either your Personal Website or to your registered external site, and must not portray any URL that could lead the user to assume they are being led to an MAPLE ORGANICS Corporate site, or be inappropriate or misleading in any way.

(e) **Consultant Websites**

(i) **MAPLE ORGANICS Personal Websites**

When you sign up as an MAPLE ORGANICS Independent Wellness Consultant you receive a free one-year MAPLE ORGANICS Personal Website subscription to facilitate the easiest online buying experience for your customers. Beyond this, your subscription will be renewed when the annual renewal is paid. The value of the MAPLE ORGANICS Personal Website is set and updated by the company from time to time. The renewal fee is non-refundable and not prorated. You are solely responsible and liable for the content that you add to your MAPLE ORGANICS Personal Website and must regularly review the content (minimum: every 30 days) to ensure it is accurate and relevant.

You may not alter the branding of your Personal Website, and you may not use your Personal Website, including links to other websites, to promote, market, or sell non-MAPLE ORGANICS products, services, or business opportunities. Specifically, you may not alter the look (placement, sizing, etc.) or functionality of the following:

- The MAPLE ORGANICS Consultant Logo
- Your Name
- MAPLE ORGANICS Corporate Website Redirect Button

Because your Personal Website resides on the mapleorganics.com domain, MAPLE ORGANICS reserves the right to receive analytics and information regarding the usage of your website.

By default, your MAPLE ORGANICS Personal Website URL is www.mapleorganics.com/<Consultant ID #>. If you choose to change this default ID you must choose a uniquely identifiable website name that cannot:

- Use the word "MAPLE ORGANICS" in any form;
- Be confused with other portions of the MAPLE ORGANICS corporate website;

- Confuse a reasonable person into thinking they have landed on an MAPLE ORGANICS corporate page;
- Be confused with any MAPLE ORGANICS Team name;
- Contain any discourteous, misleading, or off-colour word that distracts from MAPLE ORGANICS' image;
- Identify or be confused with a geographical location, region, province name or country.

URL extensions in use before a Consultant registers her team name may remain, but extensions put into use after a Team Name is registered will be removed. A list of existing MAPLE ORGANICS Team Names is available from MAPLE ORGANICS. Examples of inappropriate naming conventions are: /info; /official; /buy; /search; /products; /hometeam; /teamfabulous; /#&@%; /mapleorganicsgal; /mapleorganicsking.

(ii) **External Websites (Non-Personal Websites)**

You are allowed one external website (not including a Team Site you may develop; see Section 6.4(e)(iii)) to personalize your MAPLE ORGANICS business and promote the MAPLE ORGANICS opportunity. If you wish to develop an external website, you must do the following:

- Subscribe to an MAPLE ORGANICS Personal Website;
- Register your external website with MAPLE ORGANICS by sending the complete URL to MAPLE ORGANICS;
- Adhere to the branding and image usage policies described in this document;
- Agree to modify your website to comply with current or future MAPLE ORGANICS policies;
- Agree to redirect or forward your external website to MAPLE ORGANICS' corporate home page in the event of the voluntary or involuntary cancellation of your Consultant Agreement.

A blog, or website developed on a blogging platform, that is developed for the primary purpose of marketing or promoting MAPLE ORGANICS products and/or the MAPLE ORGANICS opportunity is considered an External Website and must be registered with MAPLE ORGANICS. Blogs, created by you or others, that are developed primarily for other purposes that mention MAPLE ORGANICS and direct traffic to your web site(s) do not need to be registered.

(A) External Website Content

You are solely responsible and liable for your own website content, messaging, claims, and information and must ensure your website appropriately represents and enhances the MAPLE ORGANICS brand and adheres to MAPLE ORGANICS guidelines and policies. Additionally, your website must not contain disingenuous pop-up ads or promotions or malicious code. Decisions and corrective actions in this area are at MAPLE ORGANICS' sole discretion.

(B) MAPLE ORGANICS Independent Wellness Consultant Image Mandate

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your registered external website:

- The "Independent MAPLE ORGANICS Consultant" Logo
- Your Name and Title
- MAPLE ORGANICS Corporate Website Redirect Button

Although MAPLE ORGANICS brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Wellness Consultant site, and not an MAPLE ORGANICS Corporate page. Please refer to MAPLE ORGANICS Consultant web guidelines (SECTION 6) and the MAPLE ORGANICS website www.mapleorganics.com for more information.

(C) External Sites Must Exclusively Promote MAPLE ORGANICS

Your MAPLE ORGANICS external website must contain content and information that is exclusive to MAPLE ORGANICS. You may not advertise other products or services other than the MAPLE ORGANICS product line and the MAPLE ORGANICS opportunity. For example, you cannot create an Internet nutritional supplement store where brands other than MAPLE ORGANICS are offered.

(D) No E-commerce or Stock-and-Sell Retailing

Your registered external website must only facilitate the entry into your MAPLE ORGANICS Personal Website. You may not stock and sell MAPLE ORGANICS products, nor may you facilitate an ecommerce environment that would facilitate this model. All orders must be placed through your official Personal Website or Independent Wellness Consultant Office.

(E) External Website Termination

In the event of the voluntary or involuntary cancellation of your Independent Wellness Consultant Agreement, you are required to remove your registered external website from public view within 10 days and redirect (forward) all traffic from that domain to www.mapleorganics.com. Your external website may be transferred to another MAPLE ORGANICS Consultant, subject to MAPLE ORGANICS approval, on a case-by-case basis.

(F) External Website Links

Your external website can only link to pages within your external site or link to your Personal Website.

(G) External Website Naming

Your external website cannot identify a geographical location or region in the URL, title or homepage. For example, www.mapleorganicsteam.com/Ontario, which identifies a geographical location, would not be an approved external website name.

(iii) External Team Websites

You may use team websites for the purposes of connecting, communicating, training, education and sharing best practices among team members. Because these sites may contain sensitive and Company-specific information, these team websites must be password protected. A team website must not be used to promote joining your team.

6.5 Commercial Outlets and Trade Shows

(a) Commercial Outlets / Retail Stores

You are not permitted to offer MAPLE ORGANICS products for sale in any permanent retail store or business establishment. A promotional display may be exhibited for the generation of leads or the collection of orders in conjunction with a MAPLE ORGANICS event. This display will consist of no more than one of each product, approved display, business cards, as well as samples and promotional materials acquired from MAPLE ORGANICS. In addition you may not sell on the sidewalk of a retail establishment or from your car in the parking lot of a retail establishment.

Customer orders cannot be delivered to customers at any location described here. Deliveries of products to customers must be made outside of and away from retail environments.

(b) Reselling

You cannot knowingly sell to anyone who is going to resell MAPLE ORGANICS products in retail environments, online, through fairs and shows, or through any other reselling/retailing venue as described in 6.5(a).

(c) Co-operative Advertising and Promotion with Retail Entities

MAPLE ORGANICS products and/or the MAPLE ORGANICS opportunity may not be offered in an online or offline advertisement or promotion (including in-store product giveaways) with any retail store, business, or entity. Co-operative promotions with service entities (e.g., a chiropractor's office) are allowed subject to receiving prior written approval from MAPLE ORGANICS (ashley.ward@mapleorganics.com and/or rosy.atwal@mapleorganics.com).

(d) Fairs, Expositions and Other Temporary Sales Forums

NOTE: MAPLE ORGANICS realizes that fairs, shows and other temporary sales forums represent a good opportunity to both sell product, and expose a lot of people to the MAPLE ORGANICS opportunity. Please realize that MAPLE ORGANICS has absolutely no control over the business practices and/or the behaviours of event and show organizers and managers, nor does MAPLE ORGANICS have any desire or intent to play a primary role in managing and administering your participation in such events. As a result, we ask that if you wish to participate in fairs, shows and other temporary sales forums, you clearly understand and adhere to the following policies and procedures.

As an Independent Wellness Consultant, you are allowed to sell MAPLE ORGANICS products on a cash-and-carry basis at fairs, trade shows, professional expositions, and other temporary retailing events such as boutiques, craft shows, and holiday bazaars that are not set up within a retail establishment. These sales forums must have a duration of no more than 24 consecutive calendar days AND your participation in any single event can be no longer than 24 consecutive calendar days every six calendar months. Mall kiosks, base exchanges, or permanent swap meets are not approved locations, because they take place within an established retail environment.

A permanent swap meet is defined as an event that takes place on a recurring basis where the location is not used for any other purpose.

An established retail environment is defined as a location in which permanent retail activities take place, such as inside a mall, inside or adjacent to a base exchange, or inside or adjacent to a permanent swap meet.

If a show or event (such as a craft fair or holiday bazaar) is set up inside a retail environment (such as a mall or base exchange), you may set up a

display per Section 6.5(a) for the event. You may not sell MAPLE ORGANICS products on a cash-and-carry basis at such events. The 24 consecutive calendar days policy applies to these events.

MAPLE ORGANICS requires you to adhere to the following policies relative to participation in Temporary Sales Forums:

- Only one MAPLE ORGANICS booth is allowed per show or event. It is your responsibility to check with the show manager/promoter to ensure there are no other MAPLE ORGANICS Independent Wellness Consultants contracted before you contract for space.
- Only current MAPLE ORGANICS Independent Wellness Consultants are authorized to contract for booth space exhibiting MAPLE ORGANICS products. The contract is between MAPLE ORGANICS Independent Wellness Consultant, Your Name, and the Event Sponsor. MAPLE ORGANICS is not, and may not be made a party to a contract between you and an event organizer.
- In the Items to be Displayed section of the application/contract with the event, the terms "MAPLE ORGANICS Products" must be used. Failure to do this may limit your ability to keep non-MAPLE ORGANICS competitors from selling MAPLE ORGANICS knock-offs or from other MAPLE ORGANICS Independent Wellness Consultants signing up for the same show/event.
- You must also write on the contract, or in a cover letter you attach to the contract, that MAPLE ORGANICS has a one-booth-per-show policy and that, in making the show or event manager aware of MAPLE ORGANICS' policy, you are asking in writing that the show not allow other MAPLE ORGANICS Independent Wellness Consultants to display or sell MAPLE ORGANICS products.
- You may only exhibit MAPLE ORGANICS products and the MAPLE ORGANICS business program at your event booth. No non-MAPLE ORGANICS products or business programs may be displayed, marketed, promoted, advertised, sold, or offered alongside MAPLE ORGANICS products in the same booth.
- The contracting Independent Wellness Consultant must be present at the booth a minimum of 20% each day the booth is in operation.

(i) **Enrolling in an Event**

When signing up to do an event, you MUST follow this procedure:

- Identify an event;

- Contact the show or event manager;
- Ask if another MAPLE ORGANICS Independent Wellness Consultant is already contracted to do the event; If yes:
 - Ask when the event will accept applications and sign contracts for the following year;
 - Ask if the MAPLE ORGANICS Independent Wellness Consultant doing this year's event will be given first 'right of refusal' to do the event next year as well, and confirm her desire/intent to do so. If this is the case, find another event. If not, plan on signing an agreement/contract with the show as early as possible to secure a position in next year's event;
 - Find another event in which to participate.
- If there is not another MAPLE ORGANICS Independent Wellness Consultant contracted for the event, obtain a contract/agreement for the event and submit it, with payment, to secure your spot. Make sure it is filled out correctly and dated. Keep copies of the contract and your proof of payment/deposit as these will be VERY IMPORTANT if there is a double booking or dispute. Inform, in writing (see Section 6.5(d)(i) above) the event manager of the MAPLE ORGANICS policy of having only one MAPLE ORGANICS booth per event. Ask if the event has a policy limiting the number of competing or similar booths at the event. If they do not:
 - Complete and sign an agreement/contract, including the words and phrases described in Section 6.5(d), and provide payment (either a deposit or in full) to the event manager.
 - AFTER you have signed a contract/agreement and have paid, kindly ask the manager to assist in keeping MAPLE ORGANICS' one-booth policy by informing other MAPLE ORGANICS Independent Wellness Consultants who inquire about the event that there is already a MAPLE ORGANICS Independent Wellness Consultant contracted. You must recognize they are under no obligation to provide this assistance (as it is MAPLE ORGANICS' policy, not theirs). However, even if they choose not to help, it is your responsibility to make them aware of MAPLE ORGANICS' one-booth-per-show policy.
 - Make sure you keep copies of the signed contract/agreement and proof of payment as these will be your only defense with MAPLE ORGANICS if a double booking and/or dispute arise, showing:
 - It is a current year's application;

- Your name is clearly listed as the MAPLE ORGANICS Independent Wellness Consultant under contract;
- The name, location and dates of the event;
- The date the contract was signed/entered into;
- Please note that if the event does allow more than one vendor of similar/competing product per show, it may not be worth contracting because of the much higher probability of competition and/or double booking.

(ii) **Double Bookings Dispute Resolution**

In the event of a double booking, the Independent Wellness Consultant with a valid/signed contract with the earliest date will be allowed to do the event if:

- The application has been filled out completely and accurately per MAPLE ORGANICS policies; and,
- The second applicant was aware that there was a MAPLE ORGANICS Independent Wellness Consultant already contracted and signed up anyway.

Not all shows follow the same policies regarding allowing multiple vendors from the same company in their shows. There are some event managers who will knowingly double book because their policies do not limit the number of vendors from any one company. In the event there is a double booking, and both parties filled out application appropriately, made the event manager aware of MAPLE ORGANICS' policy to only have one vendor per show, and were unaware of the other Independent Wellness Consultant there are four options:

- Both Independent Wellness Consultants do a separate booth at the same show.
- Ask the event promoter to have the second contracted Independent Wellness Consultant removed from the show. (This will only work if you have followed the procedure to inform the manager of MAPLE ORGANICS' policy of only allowing one MAPLE ORGANICS Independent Wellness Consultant per show in writing, AND if they are willing to cooperate.)
- Request that the event manager refund your money. (This will also only work if you have followed the procedure to inform the manager of MAPLE

ORGANICS' policy of only allowing one MAPLE ORGANICS Independent Wellness Consultant per show.)

- Work with the other Independent Wellness Consultant to come up with an equitable agreement to do the show together in a single booth and request a refund from the event manager for one of the booths.

If a dispute arises between you and another MAPLE ORGANICS Independent Wellness Consultant regarding engagements at a temporary sales forum, it is your responsibility to first attempt to reach an equitable resolution with the other Independent Wellness Consultant, and then involve your respective Upline Leaders to resolve the issue. If the Leaders cannot reach a resolution, AND one or both of the Independent Wellness Consultants involved are out of compliance with the MAPLE ORGANICS policies listed above, the Leaders should contact MAPLE ORGANICS at ashley.ward@mapleorganics.com and rosy.atwal@mapleorganics.com. Under no circumstances will MAPLE ORGANICS be liable for incurred expenses (booth fees, travel, lodging, meals, etc.) arising from a disputed situation.

(iii) **Leaving Your Booth Unattended**

You may not leave a booth unattended. Even if there is a general cashier, you must have someone at your booth at all times.

(e) **International Fairs and Shows Policy**

No MAPLE ORGANICS Independent Wellness Consultant may enter into agreements and/or contracts with a fair, show or other temporary sales events outside their country of residence. Only MAPLE ORGANICS Independent Wellness Consultants who have signed a Country-specific Distribution and/or Sponsorship Agreement AND who are RESIDENTS of that Country (regardless of their citizenship) are allowed to enter into agreements and/or contracts with a fair, show or other temporary sales event in that Country.

Operating in a Country outside MAPLE ORGANICS policy jeopardizes our ability to do business in that Country and may subject you to fines and disciplinary action.

(i) **Disciplinary Action for Noncompliance**

If MAPLE ORGANICS discovers and confirms, at any future point, that MAPLE ORGANICS Independent Wellness Consultants contracted and executed shows contrary to policy, they may be subject to the following disciplinary action:

- The Independent Wellness Consultant's Country-specific Distribution and/or Sponsorship Agreement will be immediately terminated;

- Any recruits/Business Organization she/he has accumulated in that Country (regardless of whether that recruit was tied to the show in question or not) will permanently compress to her/his upline;
- The Independent Wellness Consultant will not be eligible to reapply for that Country's Independent Wellness Consultant Agreement for a period of six months; and
- MAPLE ORGANICS may also implement any other disciplinary action listed in section 12 that it deems necessary.

SECTION 7– OPERATING YOUR MAPLE ORGANICS BUSINESS

7.1 Product Sales

To be eligible for bonuses, commissions and advancement, you must meet all product sales volume requirements associated with your Level in the Success Plan.

7.2 Sales Receipts

You are required to provide your retail customers with a copy of an official MAPLE ORGANICS sales receipt (the Order Form) at the time of the sale and you must retain a copy of all sales receipts, and make them available to MAPLE ORGANICS upon request, for a period of two years.

7.3 Ordering and Shipping

(a) How Orders are Placed

Customers may order MAPLE ORGANICS products from you through your Replicated Website, or these orders may be placed by you through the corporate office by phone or Internet. Customers may not place individual orders directly through MAPLE ORGANICS' corporate website. Customer service hours are 9am-5pm PST.

Acceptable methods of payment include cash, credit card, cheque or e-transfer. With one shipping destination per order, MAPLE ORGANICS Independent Wellness Consultants may request the products to be shipped directly to themselves or their Clients or Preferred Clients.

Internet orders must be received by 4 p.m. PST on the last business day of each month in order to be processed that day. Telephone orders must be received by the end of the last business day of the month in order to qualify for commissions, rewards, incentives or any portion of the MAPLE ORGANICS Success Program in that month.

MAPLE ORGANICS cannot process an order retroactively, nor hold the order for future processing. Declined or improperly completed credit cards are processed on the day the amount charged to the card is approved by the cardholder's bank. Orders for which the payment is declined do not apply toward deadlines, campaigns, Retail Volume, commissions, bonuses, contests, or other rewards or remuneration.

(i) **Combined Orders**

MAPLE ORGANICS Independent Wellness Consultants may not place orders under another or with another MAPLE ORGANICS Independent Wellness Consultant. This policy is to preserve the maintenance of product quality control, accuracy for awards and recognition, Success Program benefits, sales tax and income reporting.

(b) **Shipping**

Shipping rates are published at the MAPLE ORGANICS website and updated from time to time.

(i) **Shipping Times and Backorders**

MAPLE ORGANICS will make every effort to ship products within 10 business days from the date an order is received.

If items are not in stock, they will be placed on backorder and shipped when MAPLE ORGANICS receives them. When back orders do occur, MAPLE ORGANICS makes every attempt to advise the MAPLE ORGANICS Independent Wellness Consultant, Preferred Client or Client of the item's backordered status at the time the order is placed. This provides the opportunity to cancel the item on backorder or continue to process it with the order.

If an order is placed for an item that is currently not in stock, the credit card will be charged when the order is taken. When the backordered item arrives at head office, it will be shipped either separately or in the next order. MAPLE ORGANICS reserves the right to choose the appropriate method of shipping. If the backordered item is not received in the head office within 30 days of the original order or, is not scheduled to arrive within 5 days of the 30th day from the order date, the item will be voided from the order and a refund will be issued.

(ii) **What Should You Do When A MAPLE ORGANICS Shipment Arrives?**

When you receive a shipment from MAPLE ORGANICS, it is your obligation to conduct an inventory and confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify

MAPLE ORGANICS of any shipping discrepancy or damage within 3 business days of confirmed delivery of shipment will void your right to request a correction.

(c) Holding or Manipulating the Timing of Orders

You must not hold or manipulate the timing of product purchases. All orders taken at a MAPLE ORGANICS event must be submitted to MAPLE ORGANICS within three business days from the date of the event. All orders from basket and online parties must be submitted within three days of closing. Parties will count for the month in which they are closed and submitted. Orders to be shipped will count for volume in the month in which they are closed and submitted.

7.4 Sponsoring

If you are a current Independent Wellness Consultant in good standing, you have the right to sponsor and enroll others into MAPLE ORGANICS by helping them successfully complete an Independent Wellness Consultant Application and Agreement as outlined in SECTION 3.

(a) Changing Sponsor

You may not change sponsor. To protect the integrity of all Business Organization Organizations, MAPLE ORGANICS prohibits changes in sponsorship.

You may, in effect, change sponsors by voluntarily canceling your MAPLE ORGANICS business and remaining inactive for six months. Spouses and other members of your household may not enroll during that six-month period. Following this six-month period, you may reapply under a new Sponsor and will be required to purchase a new Starter Kit. MAPLE ORGANICS will consider waiving the six-month inactive period under exceptional circumstances. Such requests for waiver must be submitted to MAPLE ORGANICS in writing (ashley.ward@mapleorganics.com or rosy.atwal@mapleorganics.com).

New MAPLE ORGANICS Independent Wellness Consultants may cancel their Agreement within ten (10) days from the date on which the application is submitted to MAPLE ORGANICS and re-enroll under a different sponsor of their choice by submitting a written cancellation notice to MAPLE ORGANICS.

(b) Responsibilities of a Sponsor

If, in the opinion of MAPLE ORGANICS, you are failing to train, recognize, inform, and/or motivate a frontline Independent Wellness Consultant, or fail to comply with any applicable Policy, MAPLE ORGANICS may, at its sole

discretion, opt to remove the sponsor's Business Organization, reduce the Manager Program bonus, and/or cancel your Independent Wellness Consultant Agreement. For more information on your responsibility as a Sponsor, see Section 5.3.

(c) Enrolling a Minor in MAPLE ORGANICS

You may not recruit or enroll a person who is recognized as a minor in his or her province of residence. It is your responsibility to know the age of majority (or adulthood) in the provinces in which you sponsor.

(d) Marketing the Business Opportunity: Limitation on Recruiting Efforts

It is a federal offence and a material default of the Agreement to offer any monetary inducement to encourage others to join your MAPLE ORGANICS team. This includes, but is not limited to, offers to pay for new recruits' Starter Kits, offers of free product, gifts and offers to provide incentives if new recruits reach milestones within a certain time period. The initial transaction to become a MAPLE ORGANICS Independent Wellness Consultant (i.e., purchasing an Independent Wellness Consultant Kit) must be a standalone transaction between MAPLE ORGANICS and the prospective Independent Wellness Consultant and cannot be linked to any future performance, milestones, or promises.

7.5 One MAPLE ORGANICS Business per Independent Wellness Consultant and per Household

As an Independent Wellness Consultant you are allowed to operate, own, have an interest in, or receive compensation from only one MAPLE ORGANICS business. Furthermore, individuals from the same family unit (husbands and wives or common-law couples – collectively spouses – and dependent children living in the same household) may not have an interest in more than one MAPLE ORGANICS business.

If spouses choose to operate a MAPLE ORGANICS business, they must be jointly sponsored as one MAPLE ORGANICS business. Spouses, regardless of whether one or both actually sign the Application and Agreement, may not own, operate or participate in (either directly or indirectly) any other MAPLE ORGANICS business. Spouses may jointly operate one MAPLE ORGANICS business without submitting a Business Entity form. All other business partnerships must submit a Business Entity Form (see Section 5.2(a)).

The only exceptions MAPLE ORGANICS will consider to this policy is if two existing MAPLE ORGANICS Independent Wellness Consultants marry, or in cases of an Independent Wellness Consultant receiving an interest in another MAPLE ORGANICS business through inheritance. Exceptions will be

considered on a case-by-case basis and must be submitted in writing to ashley.ward@mapleorganics.com or rosy.atwal@mapleorganics.com.

(a) Actions of Household Members or Affiliated Individuals

If a member of your immediate household engages in activities that violate the Agreement (including these Policies) you will be considered to be in violation of the Agreement, and MAPLE ORGANICS may take disciplinary action against you.

Similarly, in the case of a MAPLE ORGANICS Business entity, if any individual associated with that entity violates the Agreement, these actions will be deemed a violation by the entity and MAPLE ORGANICS may take disciplinary action against the entity.

7.6 Business Pursuit & Personal Liability Insurance

You may wish to secure insurance for your business and to protect yourself in the event of personal liability. MAPLE ORGANICS does not extend personal liability or business pursuit coverage to Independent Wellness Consultants. Neither your homeowner policy nor your automobile policy typically covers business-related injuries, nor the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your property is protected. This can often be accomplished with a Business Pursuit endorsement attached to your present homeowner and automobile policies.

7.7 Product Liability Coverage

MAPLE ORGANICS maintains insurance to protect the Company and Independent Wellness Consultants against product liability claims. MAPLE ORGANICS' insurance policy contains a Vendor's Endorsement, which extends coverage to Independent Wellness Consultants, as long as they are marketing MAPLE ORGANICS products in accordance with Company Policies and applicable laws and regulations. MAPLE ORGANICS' product liability policy does not extend coverage to claims or actions that arise as a result of an Independent Wellness Consultant's misconduct or negligence in marketing the products.

SECTION 8– PAYMENT

8.1 Insufficient Funds

It is your responsibility to ensure there are sufficient funds or credit available in your account to cover orders you submit. If funds or credit is not available, the system may not accept your order, or your order will be held and you will be contacted. If your order is held and substitute payment is not received

within five days, the order will be cancelled and you will not receive volume credit for the order.

8.2 Returned Cheques

In the event your bank returns a cheque for insufficient funds, MAPLE ORGANICS will contact you to obtain a credit or debit card to cover the payment. A \$50 returned-cheque fee will be added to the order amount. MAPLE ORGANICS reserves the right to require that future orders are paid by credit card, money order, or cashier's cheque. Any unresolved or outstanding balance owed MAPLE ORGANICS will be withheld from your bonus and commission cheques.

8.3 Restrictions on Third Party Use of Credit Cards and Chequeing Account Access

You are not allowed to permit other Independent Wellness Consultants or customers to use your credit or debit card, or permit debits to your chequeing account(s) to enroll in or make purchases from MAPLE ORGANICS. You may accept cash for orders and then use your credit card to pay for those orders, as a convenience to your customers.

8.4 Sales Taxes

The MAPLE ORGANICS program has been designed to free you from as many administrative and operational tasks as possible. To this end, MAPLE ORGANICS relieves you of the burden of remitting sales taxes, keeping sales tax records and filing sales tax reports.

In provinces in which MAPLE ORGANICS products are subject to sales tax, MAPLE ORGANICS collects and remits sales tax as a service to its Independent Wellness Consultants on all purchases. As a result, all orders that you submit will include the correct sales tax. MAPLE ORGANICS will collect and remit sales taxes on your behalf, according to applicable tax rates in the province the order is "shipped to." The taxability of products and sales tax rates differ by province. This could result in a disparity between that MAPLE ORGANICS charges you, and what you in turn charge your customer, depending on the location of the sale and where the order is shipped.

If a difference occurs, it is your responsibility to contact MAPLE ORGANICS at ashley.ward@mapleorganics.com or rosy.atwal@mapleorganics.com for an adjustment. Be prepared to provide the date of sale, province and rate of tax where shipped, total retail sales and the amount of the additional tax or credit due. It is your responsibility to know what products are taxable and at what rate based on where products are sold and/or shipped. If you have questions regarding taxability and rates, contact your provincial ministry of finance.

If you sell to a tax-exempt entity, MAPLE ORGANICS requires you to pay the sales tax when submitting the order, and then send a copy of both the order and the sales tax exemption certification (either a certificate, or a copy of the ID card) for reimbursement from MAPLE ORGANICS. Requests for reimbursement need to be made by fax or email (with attached images of required documentation) to ashley.ward@mapleorganics.com or rosy.atwal@MAPLE ORGANICS.com.

SECTION 9 – WARRANTIES, GUARANTEES, RETURNS, AND REPURCHASES

9.1 30-Day Satisfaction Guarantee

MAPLE ORGANICS offers a 30-day satisfaction guarantee to all customers for any reason. As an Independent Wellness Consultant, you are bound to honour this guarantee. If a customer is dissatisfied with any MAPLE ORGANICS product, the customer may return the product to you, within 30 days of purchase for credit or exchange. See Section 9.3 below for additional information.

As an Independent Wellness Consultant, you are limited in the amount of product you can return solely for dissatisfaction to two products in any 12-month period. If you wish to return more than two products for dissatisfaction in any 12-month period, the return will be classified as an inventory repurchase and the Company will repurchase the inventory pursuant to the terms of Section 9.2, and your Independent Wellness Consultant Agreement will be cancelled unless you have received prior written approval from MAPLE ORGANICS. Please see Sections 9.3(a) and 9.3(b) below for specific return procedures.

9.2 Return of Inventory and Sales Aids by Independent Wellness Consultants

If your Independent Wellness Consultant Agreement is cancelled, you may return sales aids and inventory that you are unable to sell or use, for a refund, as long as they are in resalable condition (see Resalable in SECTION 14). After MAPLE ORGANICS receives the product and/or sales aids, and confirms that they are in resalable condition, you will be reimbursed 100% of the original purchase cost, less shipping charges, less any reasonable administrative fees not exceeding 10% of the original purchase cost, and less any commissions, bonuses, rebates, or other incentives you've received associated with the returned merchandise.

9.3 Procedures for Exchanges and Credits

Definitions:

Exchange: a product that is resalable that you or your customer is exchanging for an alternative product.

Credit: a credit for product returned, including credit for product refunded by an Independent Wellness Consultant to a customer, when the credit goes to the Independent Wellness Consultant for honouring the customer refund.

(a) Customer Exchanges or Credits

MAPLE ORGANICS would prefer customers work through their Independent Wellness Consultants to handle all customer exchanges and credits. Customers who do not have or cannot locate their Independent Wellness Consultant should contact ashley.ward@mapleorganics.com or rosy.atwal@mapleorganics.com for assistance.

(b) Independent Wellness Consultant Exchanges

Product being returned for an exchange must be in resalable condition as defined in SECTION 14.

- You must be the Independent Wellness Consultant who originally purchased the merchandise from MAPLE ORGANICS to exchange it;
- You must pack the items in proper shipping carton(s) and packing materials and ship to MAPLE ORGANICS. For an exchange, you (or your customer) must pay for the shipping cost to return product to MAPLE ORGANICS;
- For each exchange, you must include:
 - **Customer Exchanges:** your Independent Wellness Consultant ID; the Order Number; the name of the guest/customer who ordered the product; a copy of the original, dated sales receipt; the address to ship the exchanged product to; and information on what you are exchanging the product for (to assist you with this process please use the Replacement Exchange Form found at the MAPLE ORGANICS website).
 - **Independent Wellness Consultant Exchanges:** Your ID, the Order Number; a copy of the original, dated invoice; and information on what you are exchanging the product for. Use the Replacement Exchange Form.
- Contact Independent Wellness Consultant Support and provide the information from subsection 9.3(b)(above).

- The risk of loss or damage in transit will be borne by you, and if a return package is lost, it is your responsibility to trace the package.
- If you are returning merchandise to MAPLE ORGANICS that was returned to you by a customer, MAPLE ORGANICS must receive that product(s) within 10 days from when you received the merchandise from your customer and a copy of the original sales receipt must be included.
- The cost of shipping and handling is non-refundable and must be borne by the purchaser.
- Once MAPLE ORGANICS receives the product(s), the exchange product(s) will be shipped to you. Independent Wellness Consultant Support will enter the Replacement Order and ship the replacement product.
- In each return, you must include a copy of the original, dated retail sales receipt.

SECTION 10 – BONUSES AND COMMISSIONS

You must be a current Independent Wellness Consultant and in compliance with the Agreement to qualify for bonuses and commissions. MAPLE ORGANICS pays commissions, in accordance with the Success Plan, on your personal selling activity. There is no minimum sales requirement to receive commission on your sales.

Commissions cheques are processed and generated after the end of each month and are scheduled to mail within 10 business days after month-end. Attached to each cheque is an itemized statement of earnings. MAPLE ORGANICS Independent Wellness Consultants should retain all itemized earnings statements for their tax records.

The minimum amount for which MAPLE ORGANICS will issue a cheque is \$10. If a MAPLE ORGANICS Independent Wellness Consultant's commissions and profit share do not equal or exceed \$10, the Company will accrue the earnings until they total \$10. A cheque will be issued once \$10 has been accrued. All accrued overrides, commissions and bonuses will be paid out in the last earnings cycle of the year regardless of the amount accrued. The last earnings cycle ends in December, but commissions and profit share are not paid until January of the following year.

Direct deposit will be available in the future to those who so desire it.

Please allow time for the postal service to deliver any cheque. MAPLE ORGANICS Independent Wellness Consultants who haven't received a cheque

by the first day of the next month should contact the MAPLE ORGANICS head office.

10.1 Bonus Qualifications

MAPLE ORGANICS pays Program Bonuses in accordance with the Success Plan, on the basis of meeting sales and new Independent Wellness Consultant Sponsorship benchmarks. For you to qualify for these bonuses, you are required to produce the minimum amount of sales volume and new Independent Wellness Consultant Sponsorship per month specified in the official MAPLE ORGANICS Success Plan as defined and updated from time to time. Failure to meet the benchmarks may disentitle you from a Program Bonus.

It is your responsibility to lead your Business Organization and set a proper example in all aspects of running your MAPLE ORGANICS business – personal sales and party promotion; sponsoring; Business Organization training, development and nurturing including but not limited to returning calls, emails and requests from your Business Organization; and the manner in which you run your business and conduct yourself. If it is deemed by MAPLE ORGANICS that you are not fulfilling these responsibilities, you may lose your rights to receive leadership bonuses from sales generated through your Business Organization or at its sole discretion, opt to demote you.

10.2 Adjustment to Bonuses and Commissions for Returned Products

As an Independent Wellness Consultant, you receive bonuses and commissions based on the actual sales of products to customers sold by your Business Organization. If a product sold in your Business Organization is returned to MAPLE ORGANICS for a refund, the bonuses and commissions you earned on that sale will be deducted from your earnings in the month the refund is given (and if necessary, continuing every month thereafter until the commission is recovered). If you terminate your Independent Wellness Consultant Agreement with a balance still being owed to MAPLE ORGANICS, that outstanding balance will be deducted from any monies owed to you upon your termination as described in Section 9.1.

10.3 Activity Reports

While MAPLE ORGANICS earnestly strives to ensure all information provided to you by the Company in activity reports is accurate and reliable, due to variables and factors beyond MAPLE ORGANICS' control, MAPLE ORGANICS, or anyone creating or transmitting the information, does not guarantee the information to be wholly accurate.

All sales volume information is provided as is without warranties, express or implied, or representations of any kind whatsoever. In particular, but without

limitation, there will be no warranties of merchantability, fitness for a particular use, or non-infringement.

MAPLE ORGANICS is not liable for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if MAPLE ORGANICS or other persons creating or transmitting the information will have been advised of the possibility of such damages. MAPLE ORGANICS or other persons creating or transmitting the information will have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability, or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

SECTION 11– RESTRICTIONS ON INDEPENDENT WELLNESS CONSULTANT ACTIVITIES

11.1 Bonus Buying

Bonus-buying activities are fraudulent and constitute a material breach of your Independent Wellness Consultant Agreement. Bonus buying includes:

- The enrollment or attempted enrollment of an individual or entity as an Independent Wellness Consultant without their knowledge or consent;
- The enrollment or attempted enrollment of non-existent individuals or entities as Independent Wellness Consultants (This means you may not enroll a deceased or fictitious person or a fictitious business entity as an Independent Wellness Consultant);
- The use of a credit card by or on behalf of an Independent Wellness Consultant or customer when the Independent Wellness Consultant or customer is not the account holder of such credit card. (This means a Sponsor may not use her credit card to sign up a new recruit.) For your own protection, it is important that anyone you recruit sign up using their own credit card. You must be able to prove that anyone signing up as a recruit under you did so with full knowledge and understanding of the terms of the Independent Wellness Consultant Agreement. This includes the giving of cash or cheque to a potential Independent Wellness Consultant to pay for their enrollment). You may not advertise on your personal website, external website, blog or any other location or media that you will discount the price or reimburse a portion of the price of the New Independent Wellness Consultant Starter Kit if they will enroll under you in MAPLE ORGANICS. Should a person enroll/order and

pay you cash, and then you accommodate their enrollment/purchase with your credit card, this is an acceptable practice; however, you must issue a receipt to that person and maintain a written record that will substantiate the transaction.

- The purchasing of product by an Independent Wellness Consultant for the sole purpose of qualifying for a higher rank. (MAPLE ORGANICS must be vigilant in ensuring that orders are placed on behalf of MAPLE ORGANICS customers, through their Independent Wellness Consultants. Failure to comply with this policy jeopardizes MAPLE ORGANICS under federal regulations prohibiting pyramid schemes.)

In order to avoid bonus-buying, you must be able to demonstrate at least 70% of your total monthly Personal Retail Volume is sold to customers outside your household, and/or have at least five customers outside your household place orders each month.

11.2 Fraudulent Behavior

MAPLE ORGANICS Independent Wellness Consultants are obligated to deal fairly and honestly with their customers. If a MAPLE ORGANICS Independent Wellness Consultant's interactions are dishonest or fraudulent in any way, including but not limited to accepting customer payment but failing to place or deliver orders, they will be immediately suspended. In such situations, MAPLE ORGANICS' top priority is to work promptly with the suspended Independent Wellness Consultant's Upline Leader and/or the customer directly, to quickly fulfill customer orders and commitments. Once all customers are made whole, MAPLE ORGANICS will turn its attention to investigating the fraudulent behavior and recovering its losses. If the investigation confirms fraudulent behavior, the suspended Independent Wellness Consultant's Agreement with MAPLE ORGANICS will be permanently cancelled and all pending compensation cheques will be held and the value of the replaced product(s), as well as applicable shipping and service charges will be deducted. Where appropriate, these individuals will be turned over to government and legal authorities. If you become aware of fraudulent behavior, please contact MAPLE ORGANICS at ashley.ward@mapleorganics.com and rosy.atwal@mapleorganics.com.

11.3 Inventory Purchases

The MAPLE ORGANICS program is designed so that you do not need to invest in and stock inventory for resale purposes. As such, you are prohibited from purchasing more than \$2,000 per month in products, unless you can certify to MAPLE ORGANICS that you have pending retail orders requiring in excess of \$2,000 in products, or provide MAPLE ORGANICS with other business reasons why such a purchase is necessary.

11.4 Using Income Claims in Recruiting Efforts

Canada has laws and/or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons. While Independent Wellness Consultants may believe it beneficial to provide copies of cheques, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact MAPLE ORGANICS as well as the Independent Wellness Consultant making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Accordingly, Independent Wellness Consultants may only make income statements, claims, or projections (including the showing of cheques, copies of cheques, bank statements, or tax records) that they know are accurate (such as about their own income or that of other Independent Wellness Consultants that they would have actual proof to support), and they must include the following mandatory statement in all written and promotional materials, or online or live presentations:

MAPLE ORGANICS does not guarantee any level of success or income from the MAPLE ORGANICS Independent Wellness Consultant Opportunity. Each Independent Wellness Consultant's income depends on his or her own efforts, diligence, and skill. See our Statement of Independent Wellness Consultant Earnings located at www.mapleorganics.com for the most recent information on our Independent Wellness Consultants' actual incomes.

The Statement of Independent Wellness Consultant Earnings for Canada can be found at www.mapleorganics.com.

Because income and/or earnings statements are regulated by government agencies, failure to prominently present the above disclaimer or any other disclaimer approved by MAPLE ORGANICS will result in disciplinary proceedings that may include, without limitation, suspension or termination of the Independent Wellness Consultant Agreement. In addition, Independent Wellness Consultants should, whenever possible, present new business prospects with a copy of the current Statement of Independent Wellness Consultant Earnings for their review.

11.5 Indemnification

You may only use literature that has been approved by MAPLE ORGANICS. You hereby agree to fully indemnify and hold harmless MAPLE ORGANICS for all verbal and written statements made by you or under your direction regarding MAPLE ORGANICS products and/or the Success Plan that are not expressly contained in official MAPLE ORGANICS materials. You agree to hold MAPLE ORGANICS, MAPLE ORGANICS Leaders, officers, employees, and agents harmless from any liability as a result of any unauthorized

representations or actions by you. This provision will survive the termination of the Independent Wellness Consultant Agreement.

11.6 Conflicts of Interest

(i) Participation in other Direct Selling Ventures

You may not participate in other Direct Selling ventures (including party plan, network marketing, and multilevel marketing) whose primary product line/offering competes with MAPLE ORGANICS. If you have questions about a specific company and whether or not there is a conflict, please contact ashley.ward@mapleorganics.com or rosy.atwal@MAPLE_ORGANICS.com. Continued participation in other ventures may result in disciplinary action according to Section 12.1.

(ii) Independent Wellness Consultants Selling to Other Independent Wellness Consultants

As a MAPLE ORGANICS Independent Wellness Consultant you, or members of your immediate household, are not allowed to sell any non-authentic products or services to other MAPLE ORGANICS Independent Wellness Consultants when such products are related in any way to the conducting or maintaining of a MAPLE ORGANICS business. This policy does not include the selling of authentic MAPLE ORGANICS products. Additionally, you are not allowed to use MAPLE ORGANICS information, events, websites, or assets to sell non-MAPLE ORGANICS products to MAPLE ORGANICS Independent Wellness Consultants.

If you have a business idea that is related to MAPLE ORGANICS, you have four options:

- Voluntarily sever or cancel your MAPLE ORGANICS Agreement to pursue the opportunity;
- Submit the idea to MAPLE ORGANICS for consideration, development and sourcing at MAPLE ORGANICS' sole discretion;
- Give or sell the idea to someone outside your household to develop and promote the opportunity;
- Become a provider to MAPLE ORGANICS, again at MAPLE ORGANICS' sole discretion (please note that if MAPLE ORGANICS pursues a non-patented, non-trademarked idea, there is no guarantee that you will be selected as a provider. You will be included in MAPLE ORGANICS' standard procurement vendor selection process).

(iii) **Nonsolicitation**

Subject to compliance with Section 11.6(i) above, you may participate in other direct selling ventures (including party plan, network marketing, and multilevel marketing); however, if you elect to participate in another such business, you are prohibited from Unauthorized Recruiting as described below:

- While you are a MAPLE ORGANICS Independent Wellness Consultant, and for a period of six months following the cancellation of your Independent Wellness Consultant Agreement, you may not attempt to recruit or enroll MAPLE ORGANICS customers or Independent Wellness Consultants for other direct selling business ventures directly or through a third party. This includes presenting or assisting in the presentation of other business opportunities, or implicitly or explicitly encouraging any MAPLE ORGANICS customer or Independent Wellness Consultant to join other business ventures;
- You may not offer literature, tapes or promotional materials for another direct selling business to MAPLE ORGANICS customers or Independent Wellness Consultants, nor may you allow any third person to recruit MAPLE ORGANICS customers or Independent Wellness Consultants for another business venture;
- You may not sell or promote any competing non-MAPLE ORGANICS products to MAPLE ORGANICS customers or Independent Wellness Consultants. This would include any product in the same general category as MAPLE ORGANICS products.
- You may not offer MAPLE ORGANICS products or promote the MAPLE ORGANICS Success Plan in conjunction with any non-MAPLE ORGANICS products, services, business plan, opportunity, or incentive.

(b) Reports and Information

MAPLE ORGANICS will make available to you information and reports (i.e., Business Organization reports, order history reports, contact lists, etc.) needed to run and grow your MAPLE ORGANICS business. All Office information and reports are confidential and are classified as proprietary information and business trade secrets exclusively belonging to MAPLE ORGANICS.

This information is made available to you in the strictest confidence and for the sole purpose of assisting you in working with your Business Organization in the development of your team and your business. When working with this information, you agree that you will not:

- Directly or indirectly disclose any information contained in any online MAPLE ORGANICS report to any individual, partnership, association, corporation, or other entity;
- Directly or indirectly disclose, to any individual, partnership, association, corporation, or other entity, the password or other access code to your online reports and information;
- Use the information contained within your reports or information to compete with MAPLE ORGANICS or for any purpose other than promoting or supporting your MAPLE ORGANICS business; or
- Recruit or solicit any MAPLE ORGANICS Independent Wellness Consultant listed on any Business Organization Report for another direct selling venture, or in any manner attempt to influence or entice any Independent Wellness Consultant to alter her business relationship with MAPLE ORGANICS.

(c) Independent Wellness Consultant Relationships with Employees

No new Independent Wellness Consultant may reside in the same household nor be the spouse or domestic partner of a MAPLE ORGANICS employee. For purposes of this section, "same household" means people residing in the same dwelling, regardless of relation and includes spouses or domestic partners even if the spouse/domestic partner resides at a different dwelling.

11.7 Targeting Other Direct Sellers

MAPLE ORGANICS does not condone consciously targeting the sales force of another direct sales company for recruiting purposes, nor does MAPLE ORGANICS condone the solicitation of sales representatives from another direct sales company in ways that would cause these representatives to violate the terms of their contract with their company. Should you engage in these activities, you risk being sued by these other direct sales companies and if any lawsuit, arbitration, or mediation is brought against you, MAPLE ORGANICS will not pay any of your defense costs or legal fees, nor will MAPLE ORGANICS indemnify you for any judgment, award, or settlement.

11.8 Cross Sponsoring

Cross sponsoring occurs when an Independent Wellness Consultant knowingly enrolls (or attempts to enroll) another Independent Wellness Consultant or a former Independent Wellness Consultant under him or her when that Independent Wellness Consultant is enrolled in a different line of sponsorship, or the former Independent Wellness Consultant was enrolled in a different line of sponsorship within the past six months. This behavior is strictly prohibited.

The use of any real or fictitious name, identification, or ID number in an effort to circumvent this policy is considered fraudulent behavior and will not be tolerated.

Additionally, you are not allowed to demean, discredit, or defame other MAPLE ORGANICS Independent Wellness Consultants in an effort to entice another Independent Wellness Consultant to become part of your Business Organization.

If you discover cases of cross sponsoring you must immediately report this activity to MAPLE ORGANICS at ashley.ward@mapleorganics.com and rosy.atwal@mapleorganics.com. When cross sponsoring occurs, it is MAPLE ORGANICS' right to take disciplinary action against the offending Independent Wellness Consultant, as well as any Independent Wellness Consultants who encouraged or participated in cross sponsoring in any way. MAPLE ORGANICS may also choose to restore or move all or part of the offending Independent Wellness Consultant's Business Organization back to his or her original Business Organization at its sole discretion. Independent Wellness Consultants involved in cross sponsoring waive all claims and causes of action against MAPLE ORGANICS relating to the disposition of the cross-sponsored Independent Wellness Consultant's Business Organization.

11.9 Negative and Disparaging Remarks

While MAPLE ORGANICS welcomes constructive input from its Independent Wellness Consultants, negative comments and remarks made by Independent Wellness Consultants about MAPLE ORGANICS, its products or Success Plan serve no purpose other than to sour the enthusiasm of other MAPLE ORGANICS Independent Wellness Consultants. For this reason, you must not disparage MAPLE ORGANICS, other MAPLE ORGANICS Independent Wellness Consultants, MAPLE ORGANICS' products, the Success Plan, or MAPLE ORGANICS' board, officers, employees or customers. If you disparage any of these parties, it is considered a material breach of your Independent Wellness Consultant Agreement and you will be subject to disciplinary action. See Section 12.1.

11.10 Making Claims Regarding Government Approval or Endorsement

Neither federal nor provincial regulatory agencies nor officials approve or endorse any specific direct selling or network marketing companies or programs. Therefore, you will not represent or imply that MAPLE ORGANICS or its Success Plan have been approved, endorsed or otherwise sanctioned by any government agency or official.

11.11 Client Information

Your client database is to be used solely for the purpose of running your MAPLE ORGANICS business; it may not be sold, copied, and/or distributed to any person, Independent Wellness Consultant, or company for any reason. MAPLE ORGANICS may use your client database in connection with marketing and sales promotions related to your business, the MAPLE ORGANICS opportunity, or other MAPLE ORGANICS promotions.

11.12 Use of Non-public Information

No MAPLE ORGANICS Independent Wellness Consultant may act on, or benefit in any way from, any information about MAPLE ORGANICS, or its future plans, to pursue any aspect of the Independent Wellness Consultant's business prior to the public announcement of such information by MAPLE ORGANICS. Such information may include, but is not limited to, any information gained through relationship, conversation, or communication with MAPLE ORGANICS employees, Leaders or corporate officers, and includes all information that has not been publicly announced. Any actions taken prior to a public announcement will be deemed to be a violation of the Independent Wellness Consultant Agreement and subject to disciplinary proceedings as defined in SECTION 12 of this agreement, including termination of your Independent Wellness Consultant status. For further clarification, please see the definition of Public Announcement and Non-public Information in SECTION 14.

SECTION 12- DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

12.1 Disciplinary Sanctions

If you are found in violation of your Independent Wellness Consultant Agreement or these Policies and Procedures, or if MAPLE ORGANICS determines that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, you may be subject, at MAPLE ORGANICS' discretion, to one or more of the following corrective measures:

- A written warning or admonition;
- A requirement that you take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission cheques;
- Loss of rights to one or more bonus and commission cheques;

- MAPLE ORGANICS may withhold from you all or part of your bonuses and commissions while the Company is investigating any potential or alleged misconduct. If your MAPLE ORGANICS business is cancelled for disciplinary reasons, you will not be entitled to any commission or bonus withheld during the investigation period;
- Suspension of your Independent Wellness Consultant Agreement for one or more pay periods;
- The removal of a frontline Independent Wellness Consultant and their Business Organization from your Business Organization;
- Involuntary termination of your Independent Wellness Consultant Agreement; or
- Any other measure allowed within any portion of the Agreement, or which MAPLE ORGANICS deems appropriate, to equitably resolve injuries caused wholly or in part by your policy violation or contractual breach.

MAPLE ORGANICS may institute legal proceedings for monetary and/or equitable relief at its sole discretion.

12.2 Results of Suspension or Termination

If an Independent Wellness Consultant has been terminated or suspended, they must cease to sell MAPLE ORGANICS products, including stock on hand. The Independent Wellness Consultant may not participate in any parties, fairs, or shows, including those scheduled prior to suspension or termination, during the period of suspension or termination. Once the suspension has expired, or the terminated Independent Wellness Consultant has been reinstated, they may resume all selling activities. If you are terminated you may return unused goods subject to Section 9.2 of this agreement.

12.3 Grievances and Complaints

If you have a grievance or complaint with another Independent Wellness Consultant regarding any practice or conduct in relationship to MAPLE ORGANICS or your MAPLE ORGANICS business, you must first report the problem to your Sponsor, who is obligated to review the matter and make an earnest and meaningful attempt to resolve it with the other party's Sponsor and/or a group Leader. If the matter cannot be resolved, it must be reported, in writing, to Independent Wellness Consultant Support, who will review any facts and claims and will work to resolve the situation.

12.4 Alternative Dispute Resolution

The terms of this Section shall apply to all Disputes between you and MAPLE ORGANICS. For the purposes of this Section, "Dispute" shall mean any dispute, claim, or action between you and MAPLE ORGANICS arising under or relating to these Policies and Procedures, or any other transaction involving you and MAPLE ORGANICS, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND MAPLE ORGANICS AGREE THAT "DISPUTE" AS DEFINED IN THESE POLICIES AND PROCEDURES SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR MAPLE ORGANICS FOR (A) TRADE SECRET MISAPPROPRIATION, (B) PATENT INFRINGEMENT, (C) COPYRIGHT INFRINGEMENT OR MISUSE, AND (D) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in these Policies and Procedures, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

You and MAPLE ORGANICS further agree: (a) to arbitrate all Disputes between the parties pursuant to the provisions in these Policies and Procedures; and (b) this Section shall survive termination of this Agreement. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief only in favour of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties.

In the event of a Dispute, you or MAPLE ORGANICS must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to MAPLE ORGANICS must be addressed to: Attn: Lindsay Clark c/o: Maple Organics, 595 Burrard St., P.O. Box 49314, Suite 2600, Three Bentall Centre, Vancouver, BC V7X 1L3 (the "MAPLE ORGANICS Notice Address"). The Dispute Notice to you will be sent by registered mail to the most recent address we have on file or otherwise in our records for you. If MAPLE ORGANICS and you do not reach an agreement to resolve the Dispute within 60 days after the Dispute Notice is received, you or MAPLE ORGANICS may commence an arbitration proceeding pursuant to this Section. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND MAPLE ORGANICS AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR PROVINCIAL CLASS ACTIONS, OR CLASS ARBITRATIONS. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

If a party elects to commence arbitration, the arbitration shall be governed by 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, and except that the arbitrator may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual claims. If there is a conflict between the ADR Rules and the rules set forth in these Policies and Procedures, the rules set forth in these Policies and Procedures shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, provincial, or local laws. All Disputes shall be resolved by a single arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of these Policies and Procedures. The arbitrator, and not any federal or provincial court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Policies and Procedures, including, but not limited to, any claim that all or any part of these Policies and Procedures is void or voidable. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (a) trade secret misappropriation, (b) patent infringement, (c) copyright infringement or misuse, or (d) trademark infringement or dilution, which are excluded from the definition of "Disputes" as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in Vancouver, British Columbia.

In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by MAPLE ORGANICS or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or MAPLE ORGANICS

is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

12.5 Severability

If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of these Policies and Procedures remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void.

12.6 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration will reside in the Province of British Columbia, unless the laws of the province in which you reside expressly require the application of its laws, in which case that province's law will govern all issues related to jurisdiction and venue. The laws of the Province of British Columbia govern all other matters relating to or arising from the Agreement unless the laws of the province in which an Independent Wellness Consultant resides expressly require the application of its laws.

SECTION 13– INACTIVITY AND CANCELLATION

13.1 Effects of Voluntary or Involuntary Cancellation

As long as you remain current and comply with the terms of the Independent Wellness Consultant Agreement and these Policies and Procedures, MAPLE ORGANICS will pay you bonuses and commissions in accordance with the Success Plan. Your bonuses and commissions constitute the entire reward for your efforts in generating sales and all activities related to generating sales – including building and nurturing your Business Organization.

If you fail to renew your Independent Wellness Consultant Agreement due to inactivity or failure to meet minimum sales requirements, or if your Independent Wellness Consultant Agreement is voluntarily or involuntarily cancelled, you will receive bonuses and commissions only for the last full pay period prior to the cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). Upon the cancellation of your Independent Wellness Consultant Agreement, you will be deemed to have waived all of your rights, title, claim or interest to the Business Organization that you operated, and to any leadership bonuses from the sales generated by that organization. Additionally, you will lose the right to represent MAPLE ORGANICS, the right to sell MAPLE ORGANICS products and the right to receive future commissions, bonuses, or other income resulting from MAPLE ORGANICS activities.

13.2 Active Status; Cancellation Due to Inactivity

As an Independent Wellness Consultant you must have a minimum of 1,200 Personal Volume (PV) in a 12-month period in order to remain an Independent Wellness Consultant and keep your downline business organization. If an Independent Wellness Consultant does not meet these maintenance requirements, they will be assigned to Preferred Client position provided they have paid the annual fee within the last 12 months, or to Client position if they have not.

13.3 Voluntary Suspension

If you can't meet MAPLE ORGANICS' minimum sales requirements for an extended period of time due to pregnancy, adoption, personal illness, family illness or natural disaster, you can voluntarily suspend your Agreement for up to three calendar months by contacting Independent Wellness Consultant Support to begin the suspension. You lose all Independent Wellness Consultant benefits and privileges during the suspension and no activity can occur (i.e., no orders, no commissions, no trips earned, etc.), but your Business Organization and title stays intact. Your status will revert to normal at the end of the third calendar month unless you reengage sooner by contacting Independent Wellness Consultant Support. You may use this benefit once every 24 months.

If you are impacted by foreign military service assignments, please contact ashley.ward@mapleorganics.com or rosy.atwal@mapleorganics.com, and your position with MAPLE ORGANICS will be held until your service is complete.

13.4 Involuntary Cancellation

Your violation of any of the terms of the Agreement, including any amendments that may be made by MAPLE ORGANICS at its sole discretion, may result in any of the sanctions listed in Section 12.1, including the involuntary cancellation of your Independent Wellness Consultant Agreement. Cancellation will be effective on the date on which written notice is mailed, return receipt requested, to your last known address, or when you receive actual notice of cancellation, whichever occurs first.

MAPLE ORGANICS expressly reserves the right to cancel all Independent Wellness Consultant Agreements upon 30 days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

13.5 Cancellation for Non-renewal

If a MAPLE ORGANICS Independent Wellness Consultant has not renewed his or her Agreement by the end of the 13th month of his or her initial registration or last renewal date, he or she will be cancelled as a MAPLE ORGANICS Independent Wellness Consultant on the first business day of the 14th month. At this time, all rights as a MAPLE ORGANICS Independent Wellness Consultant are relinquished and any downline is assigned to the next active upline MAPLE ORGANICS Independent Wellness Consultant.

13.6 Voluntary Cancellation

You have a right to cancel your Independent Wellness Consultant Agreement at any time, regardless of reason. Cancellation must be submitted in writing to MAPLE ORGANICS and give 10 days' notice. Your notice must include your name, address, Independent Wellness Consultant I.D. Number, and signature.

SECTION 14- DEFINITIONS

Active Independent Wellness Consultant – An Independent Wellness Consultant must have a minimum of 1,200 PV in a 12-month period and have paid their annual renewal in order to remain an Independent Wellness Consultant in good standing and keep their downline to be considered Active for that period. If an Independent Wellness Consultant is not active in the period, they receive no commissions or bonuses from their Business Organization.

Agreement – The contract between the Everlaan Organics Inc., its Subsidiaries and Affiliates ("MAPLE ORGANICS") and each Independent Wellness Consultant that includes the Independent Wellness Consultant Application and Agreement, the MAPLE ORGANICS Policies and Procedures, the MAPLE ORGANICS Success Plan, MAPLE ORGANICS Privacy Policy, MAPLE ORGANICS Code of Ethics, MAPLE ORGANICS Terms of Use and the Business Entity Registration Form (where applicable). These documents are collectively referred to as the Agreement.

Bonus – The compensation paid to an Independent Wellness Consultant for leadership activities and earned incentives, as provided in the MAPLE ORGANICS Success Plan.

Business Organization – All Independent Wellness Consultants and directly-enrolled accounts enrolled and placed beneath a particular Independent Wellness Consultant. Commonly known as Downline or Downline Organization in direct selling.

Business Organization Report – A report generated by MAPLE ORGANICS and accessed by each Independent Wellness Consultant that provides critical data

relating to the identities of Independent Wellness Consultants, sales information, and enrollment activity of each Independent Wellness Consultant's Business Organization. This report contains confidential and trade secret information that is proprietary to MAPLE ORGANICS.

Cancel – The termination of an Independent Wellness Consultant's business. Cancellation may be either voluntary, involuntary through non-renewal or inactivity. Upon cancellation, an Independent Wellness Consultant's downline and customers will be compressed to the next upline Independent Wellness Consultant who is in good standing.

Commission – The compensation paid to an Independent Wellness Consultant for the sales of commissionable MAPLE ORGANICS products represented as a percentage of retail volume, as provided in the MAPLE ORGANICS Success Plan.

Commissionable Products – All MAPLE ORGANICS products on which commissions and bonuses are paid. Starter Kits and business supplies are not commissionable products.

Customer – A customer is an individual who purchases products for personal use and has not signed an agreement with the company. There are two types of customers: Retail Customers and Preferred Customers. When used alone, the term "customer" refers to both types. Customers are not allowed to sponsor (i.e. have a downline), do not receive commissions, and are not credited with volume. The volume from a customer's purchase(s) is credited to the Independent Wellness Consultant who sponsored them. Customers do not hold positions in a genealogy. They are considered to be a Level 0 to their sponsor (rather than a Level 1 which an Independent Wellness Consultant would be considered to be to their sponsor).

Downline – All of the people below an Independent Wellness Consultant are considered to be part of their downline.

Frontline – All Independent Wellness Consultants in the first level of an Independent Wellness Consultant's Business Organization.

Group – An Independent Wellness Consultant and her entire Business Organization. This is also sometimes referred to as a "personal group" when talking about a specific Independent Wellness Consultant and their group.

Household – People residing in the same dwelling, regardless of familial relation.

Immediate Household – Heads of household, their spouse or significant other, and dependent family members residing in the same house.

Nonpublic Information – Any information related to MAPLE ORGANICS that has not been announced publicly by MAPLE ORGANICS. This includes, but is not limited to, information about new products, processes, equipment, territories or sales areas, business changes, products or product lines, personnel, intellectual property, and promotions.

Personal Sponsor – The Independent Wellness Consultant directly above another Independent Wellness Consultant in the genealogy is considered to be the “Personal Sponsor.”

Placement Genealogy – The Placement Genealogy follows the line of Personal sponsorship (see also Personal Sponsor). All bonuses pay following the Placement Genealogy.

Public Announcement – Information will be deemed to be publicly announced only if it has been released to the media through a press release by MAPLE ORGANICS, emailed to Independent Wellness Consultants directly from MAPLE ORGANICS, communicated to Independent Wellness Consultants through website posting by MAPLE ORGANICS, or announced by an authorized MAPLE ORGANICS officer at an event sponsored and conducted by MAPLE ORGANICS, such as Convention, Boot Camp, World Tour, training phone calls, and Leader phone calls. Events sponsored by Independent Wellness Consultants, Leaders, etc., are not MAPLE ORGANICS events. Appearance of information on forums, even forums hosted on the MAPLE ORGANICS corporate website, does not constitute an official announcement.

Rank – The qualification level at which an Independent Wellness Consultant’s compensation will be determined from month to month.

Reinstatement – If an Independent Wellness Consultant is canceled or resigns, they may request reinstatement at any time and, if approved, will be reinstated under their original sponsor. Their Business Organization will not be reinstated nor their previous title. They will be considered a new Independent Wellness Consultant for all intent and purposes. If an Independent Wellness Consultant wishes to join under a different sponsor, they must wait for a minimum of six months after termination before reapplying and will start as a new Independent Wellness Consultant, without their former Business Organization and title.

Resalable – Products and sales aids will be deemed resalable if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered (including stickers/labeled) or damaged; (3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and (4) products must be included in the current version of the MAPLE ORGANICS catalogue (specially discounted products, value packs, and

limited edition specials are not considered resalable). Any merchandise that is clearly identified at the time of sale as nonreturnable discontinued, or as a seasonal item, will not be resalable.

Sponsor – An Independent Wellness Consultant who enrolls another Independent Wellness Consultant into the Company, and is listed as the Sponsor on the Independent Wellness Consultant Application and Agreement. The act of enrolling others and training them to become Independent Wellness Consultants is called sponsoring.

Starter Kit – A selection of MAPLE ORGANICS training materials, samples and business support literature that each new Independent Wellness Consultant is required to purchase. The Starter Kit is sold to Independent Wellness Consultants at the Company's cost.

Suspension – Temporary removal of Independent Wellness Consultant privileges (ability to sell and/or recruit). Suspension can be voluntary or involuntary.

Team – An Independent Wellness Consultant and her Business Organization, excluding any upline in her Group and that upline's Business Organization.

Termination – Permanent removal of Independent Wellness Consultant privileges.

Title – The highest Rank achieved by an Independent Wellness Consultant.

Upline – This term refers to the Independent Wellness Consultant or Independent Wellness Consultants above a particular Independent Wellness Consultant in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Independent Wellness Consultant to the Company.