

**SUPPLEMENTAL TERMS AND CONDITIONS  
(for online enrollments)**

**(Canada)**

BY SUBMITTING YOUR RESPECTIVE BUSINESS ENTITY APPLICATION AND AGREEMENT, YOU CERTIFY THAT YOU HAVE CAREFULLY READ THE TERMS AND CONDITIONS CONTAINED IN THE RELATED ASSOCIATE APPLICATION AND THE SUPPLEMENTAL TERMS AND CONDITIONS SET FORTH BELOW, THE MAX INTERNATIONAL POLICIES AND PROCEDURES, AND THE MAX COMPENSATION PLAN (TAKEN TOGETHER THE "AGREEMENT"), AND YOU AGREE TO ABIDE BY ALL TERMS SET FORTH IN THE AGREEMENT. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO RESIGN FROM THE BUSINESS AT ANY TIME, BUT THAT THE TERMINATION OF YOUR OBLIGATIONS UNDER AGREEMENT REQUIRES THAT YOU PROVIDE WRITTEN NOTICE OF YOUR RESIGNATION TO MAX. YOU FURTHER CERTIFY THAT, AFTER DUE INQUIRY, EACH BUSINESS NUMBER AND SOCIAL INSURANCE NUMBER LISTED ON THE ATTACHED APPLICATION AND AGREEMENT IS CORRECT.

Each business entity enrolling as an associate shall ensure that each of its owners and managers has been provided with a copy of each document included in the Agreement and that each such person has agreement to be bound by its terms and provisions.

The following Supplemental Terms and Conditions (the "Supplemental Terms") are intended to supplement the Terms and Conditions attached to the Max Associate Application (the "Basic Terms") for the business entity submitting a Business Entity Application and Agreement online (the "Business"). In the event of a conflict between the Supplemental Terms and the Basic Terms, the Supplemental Terms shall control. Each of the owners and managers (the "Relevant Persons") named in such a Business Entity Application and Agreement certifies and agrees as follows, and the Business shall ensure that the following remains true and correct at all times:

1. The Business is duly organized and formed, and in good standing under the laws of Canada or the Province in which it was formed.
2. I understand that as an Associate of Max International and/or its affiliates (hereafter referred to as "Max"), the Business referenced above:
  - a. has the right to offer for sale Max products and services in accordance with the Basic Terms and these Supplemental Terms.
  - b. has the right to enroll persons in Max.
  - c. if qualified, has the right to earn commissions pursuant to the Max Compensation Plan (the "Max Plan").
3. I understand that only the Business is deemed a Max Associate, and not me in my individual capacity, and I agree to take no action that may cause confusion regarding my role in the Business or the Business's status as a Max Associate which I represent.
4. I understand that the Business is an independent contractor of Max, and not an employee, partner, legal representative, or franchisee of Max, and that the Business is solely responsible for paying all costs, expenses and charges that the Business incurs, including without limitation, for travel, food, lodging, secretarial work, office space costs, telephone charges and other expenses. I UNDERSTAND THAT MAX DOES NOT TREAT THE BUSINESS AS AN AFFILIATE OR OTHER RELATED ENTITY AND WILL NOT TREAT ME AS AN EMPLOYEE FOR FEDERAL, STATE, LOCAL AND INTERNATIONAL TAX PURPOSES. Max is not responsible for withholding, and shall not withhold or deduct from the Business's bonuses and commissions, if any FICA or taxes of any kind with respect to the Business or with respect to me.
5. I have carefully read and agree to comply with the Basic Terms, the Max Policies and Procedures and the Max Plan, all of which are incorporated into and made a part of these Supplemental Terms (these four documents shall be collectively referred to as the "Agreement"). I agree, as a member of the management and/or an owner of the Business, to take no action that, if taken by the Business directly, would violate the Agreement. I also agree not to take any action that would induce or require that the Business violate the Agreement. I understand that the Business must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions. I understand that these Supplemental Terms, the Basic Terms, the Max Policies and Procedures, or the Max Plan may be amended at the sole discretion of Max, and I agree, for myself and in my capacity as a

member of the management and/or an owner of the Business, to abide by all such amendments, and to ensure the Business abides by them. Notification of amendments shall be posted on Max's website or distributed in other reasonable commercial means. Amendments shall become effective 30 days after publication. The continuation of the Max business by the Business and my decision not to withdraw from the Business shall constitute my acceptance of any and all such amendments.

**6.** If there is any change in the identity of any shareholder, partner, member, officer, director, trustee or other owner or manager of the Business (a "Business Stakeholder"), including either (i) the addition of a new Business Stakeholder not previously identified to Max in the Business Entity Application and Agreement or in a Notice of Change in Management or Ownership (a "Notice of Change"), or (ii) the removal, resignation, termination or other exit from the Business by a Business Stakeholder who is named in the foregoing Business Entity Application and Agreement or in any Notice of Change, each of the Business and I shall ensure that a duly authorized officer, partner or other employee with management authority with respect to the Business will promptly, and in any event within 30 days of such change, file a Notice of Change with Max to that effect, in the form required by Max.

**7.** I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Max. Any attempt to transfer or assign the Agreement without the express written consent of Max renders the Agreement voidable at the option of Max and may result in termination of the rights of the Business under the Agreement.

**8.** I understand that if I or any other Relevant Person should fail to comply with the terms of the Agreement, Max may, at its discretion, impose upon the Business disciplinary action as set forth in the Policies and Procedures, as well as to seek to enforce its other legal or equitable rights arising under the Agreement. If I am in breach, default or violation of the Agreement at the of this Agreement, the Business may not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

**9.** Max, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and the Business and I release Max and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. The Business and I further agree to release Max and its affiliates from all liability arising from or relating to the promotion or operation of the Business and any activities related to it (e.g., the presentation of Max products or the Max Plan, the operation of any motor vehicles, the lease of meeting or training facilities, etc.), and agree to indemnify Max for any liability, damages, fines, penalties, or other awards arising from any conduct that the Business or I undertake in operating the Business.

**10.** The Agreement, in its current form and as amended by Max at its discretion, constitutes the entire contract between Max, the Business, myself and each other person subject to this Agreement. Any promises, representations, offers or other communications not expressly set forth in this Agreement are of no force and effect.

**11.** Any waiver by Max of any breach of the Agreement must be in writing and signed by an authorized officer of Max. Waiver by Max of any breach of the Agreement by the Business or by me shall not operate or be construed as a waiver of any subsequent breach.

**12.** If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect.

**13.** This Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. All disputes and claims relating to Max, this Agreement, Max's products and services, or any other claims or clauses of action relating to the performance of either an Associate, Max, or any other person signing this Business Entity Application and Agreement or any part thereof shall be settled totally and finally by arbitration in Salt Lake County, State of Utah, or such other location as Max prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure and the Federal Rules of Evidence shall apply. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration

of the Agreement. Nothing in the Agreement shall prevent Max from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect Max's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

**14.** Each of Max, the Business and each person signing this Business Entity Application and Agreement consents to jurisdiction and venue before any federal or state court in Salt Lake County, State of Utah, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration

**15.** Any legal action, lawsuit or proceeding against Max for any act or omission relating to or arising from the Agreement or any transactions engaged in by the Business as an Associate, must be brought within one year from the date of the alleged conduct giving rise to such cause of action or other claim. Failure to bring such action within such time shall bar all claims against Max for such act or omission. I hereby waive all rights to have any other time limit, including that imposed by any statute of limitations, apply.

**16.** I authorize Max to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

**17.** A faxed copy of the Agreement shall be treated as an original in all respects.

**18.** I certify to Max (the "Melaleuca Certification") that, either:

A. I, or an entity I own or control in whole or in part, have never been a Marketing Executive for Melaleuca, Inc. or any of its subsidiaries or affiliates ("Melaleuca").

Or,

B. I, or an entity I own or control in whole or in part, have been a Marketing Executive for Melaleuca, but my or my entity's status as a Melaleuca Marketing Executive ended (whether by non-renewal, resignation, or termination) at least twelve months ago. Despite some potential ambiguities in Melaleuca's contract(s) or confusion relating thereto, I have confirmed that such status ended at least twelve months ago. In addition, I further certify that:

- I. I have not violated any non-competition, non-solicitation, confidentiality, or any other agreement that I entered into with Melaleuca, and by becoming an Associate for Max, I will not be violating any agreement or contract I entered into with Melaleuca, including any non-competition, non-solicitation, or confidentiality agreement.
- II. I will not solicit, recruit or attempt to entice any person who is or has been a Melaleuca Marketing Executive that was in my or my entity's down line at Melaleuca to become a Max Associate.
- III. I am not bringing to Max, and will not use at Max, any confidential information or trade secrets obtained from Melaleuca, directly or indirectly, including any Melaleuca sponsorship information or any Melaleuca distributor list.
- IV. I will continue to honor all provisions in my agreement with Melaleuca that may continue in effect.