

MAYSENSE MEMBER AGREEMENT

THIS AGREEMENT is entered:

BETWEEN:

MaySense International Holdings Ltd,

a company incorporated under the laws of Canada, and having its head office at Suite 160, 3751 Shell Road , Richmond, BC V6X 1L3.

(the “**Company**”)

AND:

The Member /Distributor/Consultant upon submission of the Application Form by the Member to the Company

(the “**Member**”)

WHEREAS:

- A) MaySense International Holdings Ltd (“**MaySense**”) is the manufacturer of certain health, beauty and nutritional products (hereinafter “**Product**” or “**Products**”).
- B) MaySense International Holdings Ltd (the “**Company**” or “**Maysense**”) has determined that in order to enhance the development of the market and increase the sales of its Products, it would be advantageous to co-ordinate its distribution activities with a member who possesses a readily available and extensive sales network; and
- C) The Member wishes to enter into this Agreement with the Company whereby the Member will undertake the distribution and sale of the Company’s Products on the terms and subject to the conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

1. **Authorization and Contract.** By executing this Member Agreement (“**Agreement**”), you apply for legal authorization to become a non-exclusive member of the Company and enter into contract with the Company in the Province of British Columbia. You acknowledge that prior to checking the “Agree to Terms” box, which is found at the end of this Agreement you have read and understood the Company’s Compensation Plan that you have read and understood the Company’s Policies and Procedures (collectively, the “**Policies**”), which are incorporated into this Agreement and made part of it as if restated in full, as posted on www.maysense.com (the “**Website**”), and that you have read and agree to all terms set forth in this Agreement. MAYSENSE has full discretion on the acceptance and rejection of an application and, in case of a rejection, the Member will be notified in writing within 30 days of receipt. All terms of this Agreement (including the Compensation Plan and the Policies) are subject to amendments from time to time at the sole discretion of MAYSENSE. You agree to abide by all such amendments. Notification of amendments shall be communicated to you by posting on the Website, or other means. Amendments shall become effective and binding ten(10) days after the date of posting on the Website. You agree that the continuation of your MAYSENSE business or your acceptance of commissions after the effective date of any amendment will constitute your acceptance of any and all amendments.

Expiration and Termination. To be qualified as active member and be eligible to earn commissions and to renew his/her membership, a MAYSENSE member will need to arrange at least 100 BV (or 150BV for a Tri-Center) sales of MAYSENSE products each 5 rolling weeks. The Company has full discretion on acceptance or rejection of your membership and, in case of a rejection, you will be notified in writing within 30 days of receipt. If your membership is canceled or terminated for any reason, you understand that you may permanently lose all rights as a Member. You shall not be eligible to arrange sales of MAYSENSE’s products and services nor shall you be eligible to receive commissions, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation and termination, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. The Company reserves the right to terminate all Member Agreements upon 15 business days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; (3) terminate distribution of its products and/or services via direct selling channels; or (4) determines that the Member is in violation of its Policies or Rules & Regulations, at the Company’s sole discretion. The Company may terminate this Agreement for any reason upon 14 days’ advance written notice to Member. The Company may also take actions short of termination of the Agreement, such as suspension or temporary termination, if the Member breaches any of the provisions in this Agreement.

2. You understand that as a MAYSENSE Member:

- a. You have the right to arrange for the sale of Products and services, in accordance with these Terms and Conditions;
- b. You have the right to enroll persons in MAYSENSE (but will neither be charged or give consideration for that right, nor be paid or given the right to receive compensation for such enrollment); and
- c. You have the right to earn commissions on all sales arranged for by you, and if qualified, you will also have the right to receive other commissions and bonuses based on sales of products and services by other Members in the MAYSENSE direct selling plan pursuant to the MAYSENSE Compensation Plan.

3. **Independent Contractor Status.** The Company hereby engages the Member as an independent contractor of the Company. As such, and as further provided for in the Policies, you, as a Member, shall have complete control over your direct selling business, shall be responsible for your own ownership of tools and other materials required for the operation of your business, and shall bear the sole chance of gain and risk of loss. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours.

The Member shall have no power to bind the Company and shall not represent himself/herself otherwise than as an independent contractor of the Company. The legal relationship between the Company and its Members is not intended to create, and does not create, an employer/employee relationship, agency, partnership, franchise or joint venture relationship between the Company and the Member. Accordingly, the Member will not be treated as an employee of the Company for Canadian provincial or federal tax purposes (including, but not limited to: federal income tax withholding or reporting requirements, federal employment insurance and CPP deductions, the GST/HST, and other like taxes, and provincial employment standards rules and workers' compensation legislation purposes).

You will receive a T4A tax slip reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the T4A tax slip electronically. It will be your sole responsibility to account for such income on your individual income tax returns. The Member shall not list, print or display MAYSENSE's name and/or MAYSENSE's name, or make any speeches or presentations using MAYSENSE's name and/or MAYSENSE's name in any manner so as to indicate or imply that there is an employer-employee or a principal-agent relationship between the parties.

4. **No Compensation for Recruitment.** You understand that there is only one revenue generating event for a Member, namely the sale of MAYSENSE's products to retail customers and acknowledge that all commissions and other remuneration (including overrides, bonuses, incentives and awards) shall be paid solely as a consequence of a Member's supply of the services of arranging for same. You understand that no commissions or other remuneration shall be paid to anyone for the mere sponsorship or enrollment of any other Member, or for any other reason. Members are strictly prohibited from making or representing that compensation is payable for anything other than arranging for the sale of goods to retail customers.

5. **Refunds and Product Returns Policy for Purchases by Members.** You agree that the Company has a reasonable Refunds and Product Returns Policy set out in the Policies. Members may return any physical products held in his/her starter kits, or in inventory, for a refund at any time and for any reason, (i) provided such return is made within twenty-eight (28) days of original purchase, (ii) the returned physical product is in Resalable condition (as defined in the Policies). Upon receipt of a returned and Resalable physical product, the Member shall be reimbursed 100% of the amount paid for the same, less a 7% re-stocking fee. Shipping charges incurred by a Member on the original purchase of the physical item will not be refunded, and the Member shall bear all shipping charges necessary to return the physical products for refund to the Company. By checking the "Agree to Terms" box below, you confirm that you are aware of this Refunds and Product Returns Policy, and have been informed of the existence of the policy (or the buy-back guarantee), and the manner in which it can be exercised.

6. **Buyer's Right to Cancel.** The Sales Order Form sets out, among other things, the Buyer's Cancellation Right afforded to the customer under provincial law. The Sales Order Form must be signed by the buyer and a copy of the customer electronic receipt must be given to the buyer on every sale. In addition, the Member must orally inform the buyer of the ten-day right to cancel at the time the buyer signs the contract of sale or purchases the goods.

7. **Inventory Loading Prohibited.** As a sales representative arranging sales there is no reason for you to purchase inventory, and you are strictly prohibited from purchasing MAYSENSE's products in commercially unreasonable amounts.

8. **Presenting the Plan.** You agree when presenting the MAYSENSE Compensation Plan to present it in its entirety as outlined in official MAYSENSE materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by MAYSENSE. You agree to instruct all prospective members to review the MAYSENSE Compensation Plan. Your obligations in this respect are further set out in of the Policies.

9. **Product Claims.** You agree to make no representations or claims about any Products beyond those shown on

product labels and/or in official MAYSENSE literature. You further agree to arrange sales of Products available through MAYSENSE only. You agree to refrain from stating or implying that Products can be used to treat, diagnose, cure or prevent any disease. Your obligations in this respect are further set out in of the Policies.

10. **Sales Tax Collection Agreement.** You understand that the Company reserves the right to enter into sales tax collection agreements with federal and/or provincial taxing authorities, which could relieve you of the obligation to charge GST/HST or other sales taxes on my commissions earned on the supply of the services of arranging for sales of MAYSENSE's products to retail customers. Where the Company chooses to enter into a sales tax collection agreement, you agree that the Company may jointly elect on your behalf to have the applicable procedures, including section 178 of the *Excise Tax Act* apply where approval has been granted by the applicable authority.

11. **Change of Team.** Changing of teams by the Member is subject to the Company's approval at its sole discretion. If the team change is approved, the Member's sales performance from the previous team is not transferrable to the new team. In principle, the Company discourages changing of teams.

12. **MAYSENSE's Proprietary Information and Trade Secrets.** You recognize and agree that, as further set forth in the Policies, information compiled by or maintained by MAYSENSE, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the MAYSENSE business including, without limitation, member lists, sponsorship trees, and all MAYSENSE member information generated there from, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of MAYSENSE, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with the Company, the Company grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and member sales, earnings and other financial reports to facilitate your business.

13. **Non-Competition & Non-Solicitation Agreement.** In accordance with the Policies, you agree that during the period while you are a Member, and for six months following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other MAYSENSE member, or to compete with the business of the Company within Canada and the USA.

(a) Without limiting the generality of the foregoing, the Member will not, directly or indirectly, whether as owner, shareholder (except to the extent of a less than five per cent ownership interest of the outstanding shares of a publicly held corporation), director, agent, officer, employee, consultant, independent contractor or in any other capacity whatsoever, of a corporation, partnership or proprietorship:

- (i) compete with, or engage in, or be financially concerned or interested in, or advise, lend money to, guarantee the debts or obligations of or permit their names to be used or employed by any person engaged in or concerned with or interested in a similar business to the Company;
- (ii) conduct business using the name, logo, mark or design of the Company, in all styles and languages, or any similar variation of such name, logo, mark or design; or
- (iii) provide any goods or services of the nature provided in the Company to any customer, or solicit any customer for the provision of such goods or services.

(b) The Member acknowledge and agree with the Company as follows:

- (i) the Member will benefit greatly from the distribution rights of the Products;
- (ii) it is vital that the Company has the exclusive right to carry on business to the extent contemplated in this Agreement and this will not be possible if the Member acts in breach of this Agreement;
- (iii) numerous other businesses in Canada carry on the same business as the Company; therefore no reduction in the competition in the market will result from the Member being restricted from carrying on similar business under this Agreement; and
- (iv) the covenants and conditions of this Agreement are reasonable and necessary for the protection of the Company's investment in MAYSENSE LTD.

(c) The Member recognizes that a breach by the Member of any of the covenants in the above sections contained would result in damages to the Company and that the Company could not adequately be compensated for these damages by monetary award and the Member agrees that in the event of any breach, in addition to other remedies available to the Company at law or in equity, the Company shall be entitled as a matter of right to apply to a court of competent jurisdiction for any relief by way of restraining order, injunction, decree or otherwise that may be appropriate to ensure compliance with the provisions of this Agreement.

(d) If the above sections are deemed to be void or unenforceable by a court of competent jurisdiction then it is the intent of the parties that the geographical area and/or the non-competition period be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable. The Member agrees that such restrictions in geographic area and time period are reasonable and that all defenses to the enforcement of the same are hereby waived irrevocably.

14. **Images / Recordings / Consents.** You agree to permit the Company to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by the Company for any lawful purpose, and without compensation.

15. **Privacy Policy** - You authorize and agree that certain personal information relating to you and your business will be collected, used and retained by the Company in accordance with the Company's Privacy Policy, as amended from time to time, and otherwise in accordance with Canadian federal and provincial privacy laws, and you hereby consent to same. The Company hereby reserves the right to amend or revise the terms of its Privacy Policy without express notice to the Member, and the Member hereby consents to the same amendments, provided not unreasonably made.

16. **Compliance with MAYSENSE Policies & Regulations.**

(a) The Member shall, in addition to the Policies, strictly abide by the rules and regulations of the MAYSENSE as

set out in the MAYSENSE Code of Distribution and the Website. (the “**Rules & Regulations**”). It is the Member’s responsibility to implement its own practices such that the MAYSENSE Policies and Rules & Regulations and the MAYSENSE corporate culture are fully complied with.

- (b) The Company shall accurately and positively represent the Products and the Policies to the Member, such that the Member may fully cooperate with its sales efforts accordingly.
- (c) The Member shall actively participate in meetings and conventions held by the MAYSENSE, and to familiarize itself with the MAYSENSE, its goals and objectives, and the Products in order to best further the mutual interests of both parties. Based on the MAYSENSE’s core philosophies, the Member shall strive to continuously improve on its performance and follow the trends of the industry. When necessary, the Member shall explain to and counsel the market and its audience with respect to the Products, Policies and Rules & Regulations.
- (d) The Member shall obtain written consent from the Company before calling any group meetings regarding the Products. For any meetings with expected attendance of over 50, consent must be obtained 14 days’ prior to such meeting. The Member is prohibited from having focused meetings to new members specifically about the compensation structure, and agrees not to participate in any high-risk activities.
- (e) The Member shall keep all MAYSENSE pricing and compensation information strictly confidential and private. Notwithstanding the generality of the foregoing, the Member is specifically prohibited from (i) releasing information about the Company’s bonus policies on social media, or (ii) using any type of monetary enticement to lure new members, customers or staff.
- (f) The Member shall not engage in behavior contrary to MAYSENSE’s culture, including but not limited to: (i) misrepresenting or exaggerating the Products’ effects; (ii) lowering the sale price of the Product; (iii) misleading propaganda; (iv) promising investment returns; (v) exaggerating bonus and/or dividends compensation structure in order to induce members or purchasers.
- (g) The Member shall not fabricate and spread malicious or negative information, create causes of slander or deformation to others, or cause disharmony to the market place. Furthermore, the Member shall not collude with other members, compete with others unfairly, or monopolize the market. The Member agrees to be humble about its earnings and shall not solicit or conduct unsolicited inquiries with other members.
- (h) If the Member violates any Policies and/or Rules & Regulations, the Member agrees to fully cooperate with the relevant departments of the Company in any investigative and settlement efforts in order to resolve the matter in the most reasonable manner, in the Company’s sole discretion. In such violation, the Company may suspend all of the Member’s membership and distributorship rights, and may withhold all bonuses in its sole discretion.
- (i) The Member shall not enter into any private agreement with respect to MAYSENSE business or Product without prior written consent from the Company.
- (j) The Member shall follow the Rules & Regulations in the organization of any team, group or department meetings and any public seminars. MAYSENSE meetings shall have priority over meetings organized by the members. The Member shall not obstruct other members and/or departments from participating in meetings held by the MAYSENSE or other members. All teams shall strive to unite and be mutually helpful to one another.
- (k) The Member shall put the interests of the Company and/or MAYSENSE as its utmost priority and shall indemnify the Company and/or MAYSENSE for any harm or damages suffered by it due to any act or omission by the Member or its agents.
- (l) If the Member causes libel, slander, defamation to or otherwise spread malicious or negative information regarding the Company and/or MAYSENSE or its directors, officers or members, this Agreement shall be

terminated immediately by MAYSENSE and/or the Company, at each of their sole discretion, and the Company reserves all rights to pursue legal remedies available to it.

17. **Cancellation of Application and Refund of Enrollment Kit.** To become a member, you will need to arrange sales of MAYSENSE products to customers of at least 200 BV in the enrollment kit. If you cancel the Application, any payments made with respect to the enrollment kit accompanying the Application will be refunded within ten business days following receipt by the Company of your cancellation notice. Shipping and handling charges incurred will not be refunded. To cancel this transaction, email written notice, to the Company, at info@maysense.com, not later than midnight of the 28 days following the date of this Agreement.

18. **Submission of Social Insurance Number (S.I.N.).** By submitting the Application to become a member of the Company, you consent to submit your SIN to the Company for income reporting purposes (i.e., issuance of T4As to you). Your SIN will not be used by the Company for any other purposes (e.g. id number genealogy, etc.) and the information is kept confidential and not used, disclosed, or provided to other parties, except as required by Canadian law. For details, please see the Company's Privacy Policy in this respect.

19. **Limitation of Liability.** There are no representations or warranties, express or implied, statutory or otherwise, relating to the Product, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose. The Member assumes all risk and liability for any loss, damage or injury resulting from arranging the sale and use of the Product, either alone or in combination with other products. The Company shall not be liable to the Member for any special, indirect, consequential, punitive or exemplary damages, including for greater certainty any damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the Member's business. For greater certainty, the Company's total liability, if any, shall be limited to the refund of your enrollment fee (if applicable).

20. **Indemnity.** The Member hereby agrees to defend, indemnify and hold harmless the Company against any liability, losses, damages or costs (including legal costs) incurred or suffered by the Company as a result of any breach, negligent act, omission or willful default on the part of the Member or its representatives arising either directly or indirectly from the performance (or non-performance) by the Member or any of its representatives of any obligations under this Agreement or the Policies.

21. **Modification of Terms.** With the exception of the dispute resolution section in Policies, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 1 in the Policies.

22. **Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with the Company as set forth in this Member Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the Province of British Columbia without regard to conflict of law provisions.

23. **Counterpart.** This Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had signed the same document and all counterparts will be construed together and constitute one and the same document..

24. **Dispute Resolution - Arbitration.** The Member and the Company further agree that if a dispute arises between them which they are unable to resolve, they will submit such dispute to be settled totally and finally by binding, non-class arbitration. The disputes that will be arbitrated include but are not limited to claims or controversies arising out of, related to, or resulting from the alleged breach of this Agreement, tort, contract, compensation, interest, liquidated damages, civil penalties, lawyer fees or any other right or remedy under provincial or federal law related to this Agreement or to services hereunder, equitable or otherwise, but not including claims which are excluded from arbitration by applicable provincial or federal law. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration will be conducted in the English language by a sole arbitrator. The arbitration will be conducted in Burnaby, British Columbia, or such other locations

as mutually agreed to by the parties and will be conducted by and under the rules of the Canadian Arbitration Association (CAA). The arbitrator shall have the authority to resolve all disputes and order all remedies that would be available to the parties if the dispute between them had been commenced in a court of law. The arbitrator shall issue a written arbitration award which shall be treated as confidential and not disclosed to third parties. The decision of the arbitrator will be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The arbitrator may not consolidate the claims of more than one person nor preside over any form of representative, collective, or class proceeding. The Company shall pay all costs of the arbitration, but the Member shall be responsible for his/her own legal fees and personal expenses, if any. This agreement to arbitrate will survive the cancellation or termination of this Agreement.

25. **Class Action Waiver.** You expressly agree that any disputes will be conducted only on an individual basis, and expressly waive your rights to file or participate in a class action or seek relief on a class or representative basis, regardless of whether the dispute is dealt with by arbitration or in a federal or provincial court.

26. **Time Limitation.** If a Member wishes to bring an action against the Company for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Member waives all claims that any other statutes of limitations apply.

27. **Entire Agreement.** 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. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and the Company and supersedes any prior agreements, understandings and obligations between you and the Company concerning the subject matter of your contract.

28. **Further Assurances.** The Parties will do, execute and deliver or will cause to be done, executed and delivered all such further acts, documents and things as may be reasonably required for the purpose of giving effect to this Agreement.

29. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

30. **Independent Legal Advice.** The parties hereto acknowledge and agree that each of them has been advised to seek, had the opportunity to seek, and was not prevented from seeking independent legal advice prior to the execution and delivery of this Agreement and that, if any party hereto did not avail itself, himself or herself of that opportunity prior to signing this Agreement, that party did so voluntarily without any pressure or influence by any other party hereto and agrees that its, his or her failure to obtain independent legal advice may not be used by such party as a defence to the enforcement of such party's obligations under this Agreement.

*By checking the "Agree to Terms" box or using our system, you confirm that you have read, understood and agreed with MAYSENSE Member Agreement Terms & Conditions, MAYSENSE Policies & Procedures, MAYSENSE Compensation Plan and other related literature posted by the Company on the Website from time to time, subject to revisions and changes at the sole discretion of the Company without express notice.

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