



CM Australia Advisor Agreement General Terms & Conditions

I have agreed to become an Advisor with CM Asia-Pacific Limited (“CM”). I understand and agree that our relationship will be governed by the terms of this Agreement as follows:

- 1. Definition of this Agreement:** In addition to this document, my Agreement with CM includes the CM Compensation Policies (“Policies”), the CM Legal Notice (“Legal Notice”), the CM Policies and Procedures and the CM Privacy Policy (“Privacy Policy”) all of which I have read, and which I understand and which I understand may be altered or amended from time to time and are incorporated herein by reference (this document, the CM Policies and Procedures, the Policies and the Legal Notice and the Privacy Policy together form the “Agreement” or the “Advisor Agreement”). Capitalised terms shall have the meaning given to them in the Policies.
- 2. Honesty and Integrity:** I shall employ integrity, honesty and a positive attitude while conducting business activities as an Advisor. While an Advisor I will not defame or disparage CM, any aspect of its business or products or its officers and employees. CM in its reasonable discretion may determine what constitutes defamation or disparagement and I understand my Advisor Agreement may be terminated if my conduct is deemed defamatory or disparaging.
- 3. Independent Contractor:** I am entering this Agreement as an independent contractor. I will have and maintain control of the manner and means of my performance under this Agreement. I will not be treated as an employee for any tax purposes. I will be responsible for payment of all applicable income, self-employment and other taxes. I will not be eligible for and will not participate in any pension, health or fringe benefit plan sponsored by CM and will not be covered by its workers’ compensation or unemployment insurance or retained coverage. I am not entering into a partnership or joint venture with CM, nor will I have power or authority to incur any debt, obligation or liability on behalf of CM.
- 4. Promotion and sale by Advisor:** I am authorised to procure the sale of and purchase and resell CM products to customers using any legal means at my disposal, which may include my blog, my website, Facebook and other forms of social media, personal networking, and selling at events or in other venues. I may not procure the sale of or resell products to or through, directly or indirectly, any permanent retail establishment. When I sell products directly to a customer, I will provide to each ordering customer a written copy of the Customer Order Form containing the cancellation and warranty, and promptly honor any notice of cancellation.
- 5. Use of CM Intellectual Property:** While I am an Advisor, CM grants me a limited, non-exclusive right to use its trademarks, trade names, and copyrighted materials (collectively, “CM IP”) which CM IP is owned solely by CM. I may use CM IP only to promote CM products. I agree not to use CM IP other than that as it appears on materials produced by CM or as specifically authorised in



writing by CM. I agree to use only written, recorded or other promotional or advertising materials that have been produced, distributed and approved in writing by CM. All rights granted in or under this Agreement shall terminate automatically upon the termination of this Agreement.

6. **Confidential Information:** I acknowledge and agree that CM owns all product, Advisor and customer information and other data that CM may disseminate to me, or that I may compile in connection with my CM business, including, but not limited to, product purchase information, customer lists and profiles, potential Advisor and customer leads, Advisor lists, distributor lists, operating and manufacturing procedures, product development information, financial data and marketing materials (collectively, "Confidential Information"). I further understand that Confidential Information by its nature could cause great harm to CM if used in a manner inconsistent with the terms of this Agreement and that I am prohibited from using confidential information to promote or sell anything other than CM products. I will not use or disclose Confidential Information to any person except in strict accordance with the terms of this Agreement. I will not use Confidential Information in connection with any other business either during the term of this Agreement or after its termination.
7. **Close To My Heart Competitive Recruiting Restrictions**
 - a. I am not now a consultant with Close To My Heart, Inc. ("CTMH").
 - b. If at any time in the past I was a consultant with CTMH then either
 - i. my CM Upline Advisor, if any, was neither my CTMH Upline consultant nor someone I met or learned of through CTMH, or
 - ii. my CM Upline Advisor did not recruit or attempt or facilitate recruitment of me to CM.
 - c. If at any time in the past I was a consultant with CTMH, I agree to comply with the restrictions regarding recruiting in my CTMH Consultant Agreement.
 - d. "CM Upline Advisor" in this Section 8 means the Advisor under whom I am signing as an Advisor who will receive Commissions from CM on all sales added to my Account Balance.
8. **Tax:** To ensure compliance with any applicable tax requirement, CM may withhold any Retail Profit, Commission or Credit.
9. **Representations:** I shall make no statements, representations or disclosures in promoting CM, in sponsoring or training Advisor or in selling CM's products, other than what is expressly permitted by the Policies and in other literature produced by CM. I shall make no claims or representations of actual or potential earnings, guaranteed or anticipated profits or sales success.
10. **Refunds:** I agree to abide by the Company's Cancellation policy, as set forth in the Policies. As more fully set forth in the Policies, I am eligible to receive a refund for products, services and literature purchased by me, less a 10% handling fee, if I choose to terminate the Agreement and



return the products or services in resalable currently marketable condition within 12 months of purchase. Commissions paid on refunded products must be repaid to CM.

11. **Survival:** My covenants and obligations to abide by the arbitration, non-solicitation and Confidential Information covenants contained herein shall survive termination of this Agreement.
12. **Photo Release:** I grant CM and its agents or assigns a non-exclusive, royalty-free license to use, for any purpose, photographs submitted by me to CM and any photographs taken of me at a CM event. I waive my moral rights or right to inspect or approve the eventual use of such photographs.
13. **Term, Renewal and Termination of this Agreement:**
 - a. **AUTOMATIC RENEWAL: THIS AGREEMENT IS EFFECTIVE FROM THE DATE I SIGN UP AND PAY MY ANNUAL FEE AND CONTINUES FOR A PERIOD OF ONE YEAR. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF ONE YEAR UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE TO THE OTHER OF ITS INTENT TO TERMINATE IT NOT LESS THAN 30 DAYS BEFORE THE ANNIVERSARY OF THE DATE OF THE AGREEMENT. I HEREBY AUTHORISE CM TO CHARGE MY CREDIT CARD FOR THE AMOUNT OF THE ANNUAL FEE.**
 - b. **Termination with Cause:** CM may immediately terminate this Agreement with notice in the event of my death, insolvency, assignment for the benefit of creditors, or misrepresentation in or breach of any provision of this Agreement. If CM terminates this Agreement, it shall refund the portion of the Annual Fee prorated over the unexpired portion of the then current one year term.
 - c. **Termination without Cause:** Either party may terminate this Agreement on 30 days written notice. If CM terminates this Agreement, it shall refund the portion of the Annual Fee prorated over the unexpired portion of the then current one year term. If the Advisor terminates the Agreement, CM will not be obligated to refund any portion of the Annual Fee.
14. **Events upon Termination of this Agreement:** Upon termination of this Agreement:
 - a. I will cease representing myself as an Advisor of CM and be ineligible to receive any further earnings as an Advisor;
 - b. I will cease all use of CM IP and Confidential Information and will cease promoting displaying, offering for sale or selling CM Products.
 - c. If requested, I will return all Confidential Information to CM.
15. **Transferability:** Neither this Agreement nor my CM business may be transferred or assigned by me or operated in partnership with any other person without CM's consent. CM may assign this Agreement at any time.



16. **Entire Agreement:** This Agreement supersedes all prior communications, understandings and agreements between myself and CM and contains the entire agreement between us. CM may amend this Agreement on 30 days written notice, at any time. The 30 days' notice period begins upon publication or transmittal of such amendment in official company publications, including website postings. In the event of any conflict between the terms of this Agreement and such amendment, the amendment shall prevail.
17. **Indemnification:** I will indemnify and hold harmless CM and its agents and assigns from and against any damages, claims or liabilities and expenses (including attorneys' fees) caused by my:
- activities as an Advisor including, without limitation, any unauthorised representations made by me;
 - breach of the terms of this Agreement; or
 - violation of or failure to comply with any applicable federal, state or local law or regulation.
18. **Offset:** CM shall have the right to offset any amounts owed by me to CM against the amount of any of my earnings.
19. **Cumulative Remedies/Waiver:** All rights, powers and remedies given to CM are cumulative, not exclusive and in addition to any and all other rights and remedies provided by law. No failure or delay of CM to exercise any power or right under this Agreement shall constitute a waiver of such power or right. Waiver by CM can be effective only in writing by an authorised officer of CM.
20. **Injunctive Relief:** Upon any breach of this Agreement by me, CM may be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Because the remedy at law for any breach of any provision of this Agreement shall be inadequate, in addition to any other remedies in law or in equity that it may have, CM shall be entitled, without the necessity of proving actual damages, to seek temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and to compel specific performance of this Agreement. In addition, CM shall be entitled to its costs and expenses, including reasonable attorneys' or legal fees, in enforcing its rights under this Agreement.
21. **Other Terms:**
- I am at least 18 years of age and have full legal capacity to enter into this Agreement in the state in which I reside. I agree to comply with all laws, rules and regulations governing the conduct of my business.
 - CM Advisors may sell products and/or sign Advisors only within Australia.
 - If any portion of this Agreement is judicially determined to be invalid, that invalidity will not affect the remaining portion of this Agreement.
 - The headings in this Agreement are inserted for convenience only and are not part of the Agreement.



- e. All notices required by this Agreement to be given to me will be deemed received if delivered by electronic means to my current contact information on file with CM.
- f. This Agreement must be completed and is not considered valid without payment of the Advisor Fee and direct deposit information (for earnings payments).

22. Governing Law/Venue/Arbitration: To the maximum extent permitted by law, this Agreement is entered into and is to be performed in material part in Hong Kong Special Administrative Region and accordingly will be construed under the substantive laws of the Hong Kong Special Administrative Region. To the maximum extent permitted by law and except as set forth in the Policies or this Agreement, the parties hereto submit to the jurisdiction of the Courts of Hong Kong in the determination of any dispute arising hereunder.