



565-5600 Parkwood Way, Richmond, BC V6V 2M2 Tel: 604.304.3670 Fax: 604.304.3672 www.stemtechbiz.ca

# INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

Welcome to the Stemtech family! As a new distributor, you have many sign-up options. Please review this information with your enroller in order to decide the best options for your business goals. If you have any questions, your enroller will be glad to answer them. You may also contact a friendly Distributor Services Representative (Extension 1) M-F 8am to 5pm PST at 604.304.3670.

## INDEPENDENT DISTRIBUTOR OPTIONS

### Wholesale Associate Distributor Kit - CAD\$40.00\* (Free Shipping)

**Includes:**

Registration as a distributor with Stemtech Canada with:

- a one-year subscription to the Stemtech magazine & newsletter
- opportunity to become qualified to earn all bonuses, commissions and overrides
- opportunity to advance to top position in plan
- ability to purchase product, Distributor Business Suite and sales aids separately
- Distributor Kit including forms, brochures and tools required for business
- Breakthroughs In Wellness CD in each monthly order

### Business Development Training System - CAD\$60.00\*

**Includes:**

Distributor Kit including forms, brochures and tools required for business.

**PLUS**

New Associate lapel pin

Business Development Training System with:

- Training Manual
- Two Training CDs
- Two Training DVDs

### The FastStart Pack CAD\$299.00\*

**Choose either:**

6 bottles of StemEnhance™ or

Combo (3 bottles of StemEnhance™ and 3 bottles of StemFlo™) or

3 canisters StemPets FLA at CAD\$379.00

**Includes:**

Business Development Training System

10 StemEnhance™ product brochures

10 StemFlo™ product brochures

10 StemSport™ product brochures

Distributor Business Suite<sup>††</sup> with:

- Personalized Website
- Retail Shopping Cart
- BackOffice with tracking, management tools and advanced reporting features

**Point Value (PV): 250 - advances you to Supervisor rank**

**Bonus Volume (BV): 90**

*(maximize your FastStart by enrolling in the AutoShip program. See details below†)*

### Manager Leadership Pack CAD\$900.00\*

**Choose either:**

24 bottles of StemEnhance™ or

Combo (12 bottles of StemEnhance™ and 12 bottles of StemFlo™)

**Includes:**

Business Development Training System

20 StemEnhance™ product brochures

20 StemFlo™ product brochures

20 StemSport™ product brochures

4 Everything Stemtech DVDs

4 Stem Cells & StemEnhance™ DVDs

10 Distributor Applications

Retail order receipt pad

Distributor Business Suite<sup>†††</sup> with:

- Personalized Website
- Retail Shopping Cart
- BackOffice with tracking, management tools and advanced reporting features

**Point Value (PV): 1000**

**Bonus Volume (BV): 500**

### Senior Manager Leadership Pack CAD\$2,000.00\*

**Choose either:**

54 bottles of StemEnhance™ or

Combo (27 bottles of StemEnhance™ and 27 bottles of StemFlo™)

**Includes:**

Business Development Training System

20 StemEnhance™ product brochures

20 StemFlo™ product brochures

20 StemSport™ product brochures

28 Everything Stemtech DVDs

28 Stem Cells & StemEnhance™ DVDs

12 HealthSpan Magazines

10 Distributor Applications

Retail order receipt pad

Distributor Business Suite<sup>†††</sup> with:

- Personalized Website
- Retail Shopping Cart
- BackOffice with tracking, management tools and advanced reporting features

**Point Value (PV): 2500**

**Bonus Volume (BV): 1250**

**Nearly \$850.00  
in rebates and FREE tools!  
Enroller receives up to  
\$187.00 in commissions!**

### The ProRetailer's Pack CAD\$2,200.00\*

**Choose either:**

60 bottles of StemEnhance™ or 24 cans of StemPets FLA or

Combo (30 bottles of StemEnhance™ and 30 bottles of StemFlo™)

**Includes:**

Business Development Training System

20 StemEnhance™ product brochures

20 StemFlo™ product brochures

20 StemSport™ product brochures

2 Retail order receipt pads

Distributor Business Suite<sup>†††</sup> with:

- Personalized Website
- Retail Shopping Cart
- BackOffice with tracking, management tools and advanced reporting features

**Point Value (PV): 2500**

**Bonus Volume (BV): 1,667**

**Nearly \$900.00  
in rebates and FREE tools!  
Enroller receives up to  
\$80.00 in commissions!**

### Director Leadership Pack CAD\$3,000.00\*

**Choose either:**

81 bottles StemEnhance™ or 33 cans of StemPets FLA or

Combo (41 bottles of StemEnhance™ and 40 bottles of StemFlo™)

**Includes:**

Business Development Training System

40 StemEnhance™ product brochures

20 StemFlo™ product brochures

20 StemSport™ product brochures

52 Everything Stemtech DVDs

52 Stem Cells & StemEnhance™ DVDs

24 HealthSpan Magazines

20 Distributor Applications

2 Retail order receipt pads

Distributor Business Suite<sup>†††</sup> with:

- Personalized Website
- Retail Shopping Cart
- BackOffice with tracking, management tools and advanced reporting features

**Point Value (PV): 5000**

**Bonus Volume (BV): 1,833**

**Nearly \$1,200.00  
in rebates and FREE tools!  
Enroller receives up to  
\$282.00 in commissions!**

**†FastStart Conditions:**

FastStart Pack offer available only at time of sign up. Enroller must have a personal AutoShip or personal retail customer AutoShip to qualify to receive FastStart bonuses. New enrollees may be "placed" under a downline distributor. The Enroller retains the FastStart Enroller Bonus.

**†† FastStart Distributor Business Suite Rules:**

To activate your Distributor Business Suite and to waive the CAD\$9.95 monthly fee, you must elect AutoShip enrollment with your FastStart Pack sign-up. The Distributor Business Suite set-up fee of CAD\$129.95 is waived when you sign up with the FastStart Pack.

See page 2 for more details.

**††† Leadership Pack Distributor Business Suite Rules:**

Purchase of a Leadership Pack gives you the Distributor Business Suite FREE of set-up and monthly fees for as long as you remain a Stemtech Distributor.

\* Sales Tax: Local sales tax rates will be charged if applicable

\* Shipping/Handling Fees: All orders will incur a 7% shipping cost. Canada CAD\$12.50 minimum.

Shipping and Handling Volume Discounts are available.

## MONTHLY AUTOSHIP PROGRAM

Enjoy the convenience of getting StemEnhance™ and StemFLO™ delivered to your door automatically every month by joining the AutoShip program. You can elect to start receiving your AutoShip order the month you enroll or to start the following month. By joining the AutoShip program, you also receive the following benefits:

- Convenient ordering at the best pricing and best shipping rates
- Keeps you eligible for FastStart bonuses
- Waives the <sup>com</sup>\$9.95 monthly fee for the Business Suite
- Volume points count towards advancement and qualification in the StepUp Generational program

To enroll, simply:

1. Check the “Yes, sign me up” box in the AutoShip selection
2. Fill in how many bottles of what product a month you wish to receive
3. Select to have your AutoShip begin this month or next month (Note: You are only eligible for Autoship Program commissions in months that you or a personally enrolled retail customer have an Autoship order)

It’s that simple!

## APPLICATION CHECKLIST

In order to quickly process your application, please make sure you do the following:

- Complete all entries and make sure information is accurate and legible.
- Fill in ALL your Personal and Sponsor information.
- Provide valid payment information. If using a credit card, please provide the CCV code.  
For Visa or Mastercard users, this is the three digit number following your account number on the back of the credit card.
- Select a sign-up option package.
- Add your shipping/handling and sales tax cost to the total (if applicable).
- Read all the conditions and terms on the back of the application.
- Sign and date the application.
- Mail or Fax your form to Stemtech Canada. The address and fax number are listed below.
- Follow-up with your Sponsor or Stemtech’s Distributor Services Department to make sure your application has been processed.

Mailing Address: 565-5600 Parkwood Way  
Richmond, BC V6V 2M2  
Tel: 604.304.3670  
Fax: 604.304.3672

Recommended

- If enrolling in the AutoShip program, make sure you have selected if you want your AutoShip to start this month or the following month and how many bottles of what product per month you want.
- If requesting a Distributor Business Suite with website either on its own or with a FastStart Pack enrollment, make sure you provide us a desired name for the site (i.e.: YourName.Stemtechbiz.ca) and check the “Yes, provide me with a PERSONAL WEBSITE” checkbox.



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# INDEPENDENT DISTRIBUTOR APPLICATION AND AGREEMENT

## APPLICATION INFORMATION

|                                  |                         |      |
|----------------------------------|-------------------------|------|
| Name                             |                         |      |
| Social Insurance:                |                         |      |
| Co-Applicant's Name:             |                         |      |
| Co-Applicant's Social Insurance: |                         |      |
| Address:                         | Ship To: (if different) |      |
| City, Province, and Postal Code: | Ship To: (if different) |      |
| Primary Phone:                   | Secondary Phone:        | Fax: |
| E-mail:                          |                         |      |

## ENROLLER INFORMATION

|                                  |                                 |
|----------------------------------|---------------------------------|
| Name:                            | Placement Name: (if different)  |
| ID No:                           | Placement ID No: (if different) |
| Address:                         |                                 |
| City, Province, and Postal Code: |                                 |
| Phone:                           | E-mail:                         |

\*Assumed Names, Corporations, Partnerships, or Trusts - If your business will be owned by a corporation, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity ID Form (available online) and submit it with this Application and Agreement along with your business license or Federal Tax ID letter. By signing this Application and Agreement, I agree to fulfill the obligations as the Sponsor of the applicant as described in the Stemtech Policies and Procedures. I certify that I have provided the most current version of the Stemtech Policies and Procedures and Compensation Plan to the Applicant prior to his/her signing this Agreement. By entering my Social Insurance Number on this Application and Agreement, I certify that this number is my correct taxpayer identification number.

## SIGN-UP AND PAYMENT OPTIONS

### INDEPENDENT DISTRIBUTOR OPTIONS:

- Wholesale Associate Distributor Kit (Free Shipping) CAD\$40.00\*\*
- Business Development Training System CAD\$60.00\*\*
- FastStart Pack CAD\$299.00\*\*
  - StemEnhance®  Combo
  - StemPets FLA CAD\$379.00\*\*
- Manager Leadership Pack CAD\$900.00\*\*
  - StemEnhance  Combo
- Senior Manager Leadership Pack CAD\$2,000.00\*\*
  - StemEnhance  Combo
- ProRetailer's Pack CAD\$2,200.00\*\*
  - StemEnhance  Combo
- Director Leadership Pack CAD\$3,000.00\*\*
  - StemEnhance  Combo  StemPets FLA

All Applicants must purchase a Kit. Other choices are optional.  
\*\*Does not include sales tax or shipping and handling.

### AUTOSHIP OPTIONS: See instructions for details

- YES**, please sign me up for Stemtech's discount AutoShip program. I understand that Stemtech will automatically send my products selected below once a month and I authorize Stemtech to charge my credit card or debit my check card indicated on this form, for each monthly order. I understand that I may cancel my AutoShip order at any time.  
I would like \_\_\_\_\_ bottle(s) of StemEnhance™ sent each month at the discount price of <sup>CAD</sup>\$43.95 per bottle, plus applicable tax, a <sup>CAD</sup>\$4.00 per bottle savings from the distributor wholesale single bottle price. (Canadian shipping & handling <sup>CAD</sup>\$6.50-\$8.00 per package).
- Start THIS month**  **Start NEXT month!**  
Please contact Stemtech if the payment option for Autoship needs to be different from above, or include alternate payment info along with this form when faxing.  
\*Will not make you eligible for Autoship Program commissions until next month

### DISTRIBUTOR BUSINESS SUITE OPTION:

- YES**, please provide me with a DISTRIBUTOR BUSINESS SUITE. Setup fee of <sup>CAD</sup>\$129.95 and monthly fee of <sup>CAD</sup>\$9.95 will be waived when ordering a FastStart Pack with AutoShip Enrollment, or a ProRetailer, Senior Manager or Director Leadership Packs.  
Desired Website Username (Default Password is 'password')  
www.\_\_\_\_\_.stemtechbiz.ca

### CALCULATE TOTAL:

**Distributor Price From Above** CAD\$ \_\_\_\_\_

**Shipping Charge:** CAD\$ \_\_\_\_\_

**Local Sales Tax (\_\_\_\_\_%)(if applicable):** CAD\$ \_\_\_\_\_

**TOTAL: CAD\$ \_\_\_\_\_**

### PAYMENT METHOD: Select one

- Personal Check  Cashier's Check  Money Order
  - MasterCard  Visa
- Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_
- Credit Card CVV #: \_\_\_\_\_ (3 or 4 digit code on the back or front of card)
- Cardholder Signature: \_\_\_\_\_
- \_\_\_\_\_  
Please retain this credit card number on file for future ordering (please initial)
- NO**, please do not automatically renew my distributorship annually at <sup>CAD</sup>\$35.00. I understand that I must manually renew my Stemtech distributorship every year.

I certify that I am of legal age (the age of majority) for the province in which I reside. I understand that I have the right to terminate my Stemtech independent business at any time, with or without reason, by mailing or faxing written notice to the Company at the above address.

Applicant's Signature

Date

Co-Applicant's Signature

Date

Please mail or fax this Application and Agreement to Stemtech within 24 hours of completing it. If faxed in, you must fax both the front and back of the Agreement. If sent by mail, send to: Stemtech Canada, Inc., Distributor Application Dept., 565-5600 Parkwood Way, Richmond, BC V6V 2M2.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction See the reverse side of this form for an explanation of this right.

**Send white top copy to Stemtech, bottom 2 copies retained by Applicant.**

# TERMS AND CONDITIONS

1. I understand that as a Stemtech Canada Inc. ("Stemtech") Independent Distributor I have those rights as set forth in the Stemtech Policies and Procedures.

2. I agree to present the Stemtech Marketing and Compensation Plan and Stemtech products and services as set forth in official Stemtech literature.

3. I agree that as a Stemtech Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Stemtech. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF STEMTECH FOR FEDERAL OR PROVINCIAL TAX PURPOSES. Stemtech is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, taxes of any kind.

4. I have carefully read and agree to comply with the Stemtech Policies and Procedures and the Stemtech Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the "Agreement"). I understand that, to be eligible for bonuses or commissions from Stemtech, I must be in good standing and not in violation of the Agreement. I understand that these Terms and Conditions, the Stemtech Policies and Procedures, or the Stemtech Marketing and Compensation Plan may be amended at the sole discretion of Stemtech, and I agree to abide by all such amendments. Notification of amendments shall be issued through reasonable commercial means, including but not limited to any of the following: posting on Stemtech's website ([www.Stemtechbiz.com](http://www.Stemtechbiz.com)), email to distributors, included in Stemtech periodicals, and/or included in product orders, bonus check mailings, or other special mailings. Amendments shall become effective 30 days after publication. The continuation of my Stemtech business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one year. I understand that unless I have indicated otherwise on the front of this Distributor Application and Agreement, the agreement shall automatically renew on the anniversary date and the renewal fee of \$35.00 will be charged to my credit card identified on the front or withheld from my commissions in the anniversary month. If I have elected not to automatically renew the agreement, I understand that I must pay the renewal fee no later than 30 days after the anniversary date in order to renew the agreement. If I fail to annually renew my Stemtech business, or if it is cancelled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor, I shall not be eligible to sell Stemtech products, and I also waive all rights, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Stemtech reserves the right to terminate all Distributor Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity, or (3) terminate distribution of its products and/or services via direct selling channels. Distributor may cancel this Agreement at any time, and for any reason, upon written notice to Stemtech at its principal business address. Stemtech may cancel this Agreement for any reason upon 30 days advance written notice to Distributor.

6. I may not assign any rights or delegate my duties under the agreement without the prior written consent of Stemtech. Any attempt to transfer or assign the agreement without the express written consent of Stemtech renders the agreement voidable at the option of Stemtech and may result in termination of my business

7. I understand that if I fail to comply with the terms of the Agreement, or if I engage in any conduct which is deceptive, fraudulent, unethical, or that may, in Stemtech's sole discretion, damage Stemtech's reputation, Stemtech may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further

bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

8. Stemtech, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and I release Stemtech and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Stemtech and its affiliates from all liability arising from or relating to the promotion or operation of my Stemtech business and any activities related to it (including but not limited to, the presentation of Stemtech products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.) and agree to indemnify Stemtech for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by Stemtech at its discretion, constitutes the entire contract between Stemtech and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by Stemtech of any breach of the Agreement must be in writing and assigned by an authorized officer of Stemtech. Waiver by Stemtech of any breach of the Agreement shall not operate or be construed as a waiver by Stemtech of any subsequent breach.

11. 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.

12. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to principles of conflicts of laws. All disputes and claims relating to Stemtech, the Distributor Agreement, the Stemtech marketing and Compensation Plan or its products and services, the rights and obligations of an Independent Distributor and Stemtech, or any other claims

or causes of action relating to the performance of either an independent Distributor or Stemtech under the Agreement or the Stemtech Policies and Procedures shall be settled totally and finally by arbitration in Richmond, Province of British Columbia, or such other location as Stemtech prescribes, in accordance with and the Commercial Arbitration Rules of the British Columbia International Commercial Arbitration Centre (BCICAC). All issues related to arbitration shall be governed by the Commercial Arbitration Act, [RSBC 1996] Chapter 55. 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. The prevailing party shall be entitled to receive from the losing party 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 Stemtech 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 Stemtech'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.

13. The parties consent to jurisdiction and venue before any federal or provincial court in Vancouver, Province of British Columbia for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.

14. If a Distributor wishes to bring an action against Stemtech 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. Failure to bring such action within such time shall bar all claims against Stemtech for such act or omission. Distributor waives all claims that any other statutes of limitations applies.

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

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