

**IT WORKS! DISTRIBUTOR AGREEMENT
TERMS & CONDITIONS
CANADA**[Compensation Plan](#)[Policies and Procedures](#)**I. DEFINITIONS**

IW Marketing International Canada ULC shall be referred to as “It Works!” or “the Company” throughout this Agreement. “Distributor” refers to independent contractors that have the right to purchase the Company’s products and offer them for sale in accordance with the Policies & Procedures and the Compensation Plan. “Agreement” means the contract between the Company and each Distributor and includes these Terms & Conditions, the Policies & Procedures, and the Compensation Plan.

II. AGREEMENTS

Under the Terms of this Agreement, each Distributor agrees to the following:

1. I agree that I am at least 18 years of age and that I have a valid Social Insurance Number or Federal Business Number or other valid identification.
2. I have the right to arrange for sale of the Company’s products and services in accordance with these Terms & Conditions. If qualified, I have the right to earn commissions pursuant to the Company’s Compensation Plan, which may be paid to me as my mark-up on my resale of the Company’s products and services.
3. I understand that no purchases are necessary to become an It Works! Distributor or to maintain or advance in the Compensation Plan. In order to familiarise new Distributors with It Works! products, services, sales techniques, sales aids, and other matters, and for the sole purpose of facilitating sales, It Works! requires that new Distributors purchase an It Works! Basic Kit or an It Works! Business Builder Kit (optional), and It Works! Business Support & Services (eSuite). It Works! will sell these items to new Distributors at its cost price of \$45, \$133 and \$27 respectively, which is at or below the Company’s cost price of the same. Any products or services I purchase from the Company, including these starter items, may be returned for refund under the terms of the Buy-Back and Refunds and Returns Policies below. I understand that any additional products or services that I choose to purchase from the Company in connection with becoming a Distributor or in the future are strictly optional.
4. As a sales representative arranging sales, there is no reason for me to purchase inventory, and I am strictly prohibited from purchasing products in unreasonable amounts, and my obligations in this respect are set out in section 3.20 of the Company’s Policies & Procedures.
5. I understand that as an It Works! Distributor I am an independent contractor and not an employee, partner, legal representative, or franchisee of the Company and that the terms of my legal relationship with the Company are set out in the Policies & Procedures. I UNDERSTAND AND AGREE THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF IT WORKS! FOR FEDERAL, PROVINCIAL, OR MUNICIPAL TAX PURPOSES, OR FOR, CPP/EI, EMPLOYMENT STANDARDS, OR WORKERS COMPENSATION LEGISLATION PURPOSES. Accordingly, I understand that the Company shall not be responsible for withholding any taxes from any mark-up, bonuses or commissions payable to me. I will comply with all federal, provincial and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, provincial, or municipal law, ordinance, rule or regulation. I understand that further information regarding my tax status as an independent contractor is set out in section 3.17 of the Policies & Procedures.
6. I understand and agree that Internet “spamming” (unsolicited commercial email) is an undesirable act, and the Company does not permit the use of “spamming,” and I will not participate in this act.
7. I agree not to make misleading or false, statements regarding the Company, its products, business practices, or the Compensation Plan. The making of false or misleading statements regarding the Company, its products, services, or other opportunities shall be grounds for termination of the Agreement between the Company and I.

8. The Company has carefully developed appropriate claims for its products (“Pre-Cleared Claims”), which are reflected in product labelling and authorised promotional materials. Distributors may utilise Pre-Cleared Claims in “product promotional statements” (which include all types of product-related communications, including verbal and written communications). Such Pre-Cleared Claims may only be repeated or republished in exactly the same format as that published by the Company and the claim must be republished in its totality. If a Distributor proposes to use claims in “product promotional statements” that are not Pre-Cleared Claims, the Distributor must provide such claims to the Company at least thirty (30) days prior to the proposed use. Otherwise, use of any claims in “product promotional statements” that are not Pre-Cleared Claims is strictly prohibited and may result in termination of your Distributor Agreement.
9. I will use only the words and descriptions contained in Company literature in selling the products (or services) offered by the Company. I agree that neither I nor any representatives in my organisation will make any guarantees regarding income projections. Compensation generated through the Compensation Plan is strictly from arranging the sales of Company products and services and thus income is based on personal efforts. I agree to present the Company’s Compensation Plan opportunity and the Company products and services in accordance with the Agreement, including the general prohibition on income claims and earning or lifestyle representation set out in sections 3.6.5 and 3.6.6 the Company’s Policies & Procedures.
10. I understand that the Company reserves the right to suspend or terminate my Independent Distributor relationship with the Company at any time based on illegal or unethical business practices, violation of the terms of this Distributor Agreement, the Policies & Procedures, and the Compensation Plan as deemed reasonable by the Company.
11. I understand that if I fail to comply with the terms of the Agreement, It Works! may impose upon me the disciplinary sanctions as set forth in the Policies & Procedures.
12. The Agreement, in its current form and as amended by It Works! at its discretion, constitutes the entire contract between It Works! and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
13. I understand that the sale of consumer products and services constitutes the primary business activities of the Company.
14. I understand that in order to receive compensation within the Compensation Plan, I must qualify according to the terms of the Compensation Plan. I acknowledge that there is only one revenue generating event for a Distributor, namely the sale of the Company’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 Distributor’s supply of the services of arranging for same or payment for the inherent mark-up associated with the resale of the Company’s products and services to retail customers. Distributors are strictly prohibited from making or representing that compensation is payable for anything other than arranging for sale or reselling of goods to retail customers.
15. I agree that any use of the Company’s name, intellectual property, logo, or other such official materials of the Company must be approved by the Corporate Offices of It Works!.
16. I understand that I may not transfer, sell, assign, nor convey my position with It Works! without written consent of It Works!. Once approved by the Corporate Offices of It Works!, I will be charged a transfer fee.
17. I understand and agree that upon my death I may will my position with It Works!. My inheritors must submit to the Company a written notice and a copy of a Probate or Court Order legally establishing the successor’s right to the Company business.
18. I will only submit one application per Social Insurance Number or Federal Business Number or other type of identification. I understand that the use of another person’s name, trade name, fictitious name, assumed name, corporation, partnership, trust, federal ID number, fictitious ID number, or other artifice or device to enable more than one position within the Company is strictly prohibited and subject to immediate cancellation by the Company.
19. I agree that I shall hold It Works! harmless for any delays and failures in performance of its duties under this Agreement due to circumstances beyond the reasonable control of the Company, including, but not limited to, software performances, payment of commissions, and products and technology issues.

20. I understand, if at any time I am contacted by the Media regarding the Company or its products or services, I will refrain and not attempt to respond, and I will contact It Works!'s Corporate Office immediately.
21. I understand that the Company has the right to terminate this entire Agreement automatically and it shall be null and void for any breach of this Agreement.
22. I hereby give my express consent to the Company to send me e-mail messages, text messages, and/or notify me by phone or facsimile regarding its products, services, compensation, and offer other topics that the Company determines may be of interest or benefit to me. I agree that my receipt of such messages will not be deemed a violation of any federal or provincial legislation or regulations.
23. The Company, including but not limited to any of its affiliates and/or subsidiaries, may transfer or assign this Agreement in its sole discretion. In the case that the Distributor does not accept the transfer or assignment, they may provide written notice that they wish to terminate this Agreement. In the event of such notice being provided, the termination will become effective immediately.

III. BUY-BACK GUARANTEE FOR PURCHASES MADE BY DISTRIBUTORS

The Company has a commercially reasonable buy-back guarantee set out in section 7.3 of the Policies & Procedures. My acceptance of this Agreement signifies that I am aware of and have read this buy-back guarantee, and have been informed of the existence of the buy-back guarantee and the manner in which it can be exercised, as required by section 55.1 of the Competition Act.

IV. IT WORKS! REFUNDS AND RETURNS POLICY

All refunds and returns will be subject to the It Works! Refunds and Returns Policy located at <https://static.myitworks.com/legal/pdf/returnspolicy.pdf>.

V. INTENTION AND VENUES

Under the Terms of this Agreement, each Distributor agrees to the following:

1. If there is any conflict between the Distributor Terms & Conditions and the Policies & Procedures, the Distributor Terms & Conditions shall prevail.
2. I understand that the laws of Canada shall govern the terms of the Distributor Agreement, the Policies & Procedures, plus the Compensation Plan.
3. I agree to hold harmless and indemnify It Works! and its officers, directors, employees, and agents against any claims, liability obligations, expenses, or damages arising out of any representation made by me in connection with It Works!, its products, business practices, and the Compensation Plan.
4. I understand that if any portion of this document is shown to be invalid the rest of the document shall remain valid. "Agreement" means the contract between the Company and each Distributor and includes these Terms & Conditions, the Policies & Procedures, and the Compensation Plan. At any time, the Company reserves the right to amend each of the above referenced documents. The Company will notify its Distributors by common communication (by email, mail, or other means) of any changes. Distributors shall always review Company documents from time to time for changes.
5. In the event of a dispute between a Distributor and It Works! arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through mediation as more fully described in the Policies & Procedures. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies & Procedures. I UNDERSTAND I IRREVOCABLY GIVE UP THE RIGHT TO SEEK LEGAL REMEDY IN A COURT OF LAW WITH A TRIAL BY JURY. INSTEAD ALL DISPUTES SHALL BE SETTLED BY BINDING ARBITRATION. I also understand and agree that disputes with It Works! shall be submitted to binding arbitration under the auspices and rules of the American Arbitration Association in the County of Manatee, Florida.

If I submit this Distributor Agreement electronically, I acknowledge and agree that in submitting this online, I have indicated my acceptance to these Terms & Conditions, the Policies & Procedures and the Compensation Plan by clicking an icon/button labelled “I accept” or “Submit” or such similar icons/buttons as may be designated in the process, and that this constitutes a legally binding electronic signature in respect of this Distributor Agreement.

If you purchased any goods or services in connection with this Agreement, the following Buyer’s Right to Cancel applies:

VI. BUYER’S RIGHT TO CANCEL

You may cancel this contract from the day you enter into the contract until ten (10) days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within thirty (30) days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the thirty (30) days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office. If you cancel this contract, It Works! has fifteen (15) days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation by a method that will allow you to prove that you gave notice. Please send notice of cancellation via ticket submission through eSuite, by email to legalca@itworks.com or in writing to:

IW Marketing International Canada ULC
Purdy’s Wharf Tower One
900-1959 Upper Water Street
PO Box 997
Halifax, Nova Scotia, Canada B3J 2X2

IW Marketing International Canada ULC
800-444 St. Mary Avenue
Winnipeg, Manitoba, Canada R3C 3T1

Canada Customer Support:

1-(855) 560-1020 English Support Only

Customer Support Hours of Operation:

(Hours are based on the Central Standard time zone for Manitoba, Canada)

Monday – Friday: 6:30 to 20:00 CST
Saturday & Sunday: 8:30 to 17:00 CST

FEBRUARY 2019