

Terms and Conditions

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The Terms and Conditions hereunder, together with the Policies and Procedures and the Compensation Plan set forth in the online Brand Partner business information and at any particular date as then shown on www.youthjuice.com website, form the agreement (the "Agreement") between the BRAND PARTNER, ("Distributor") and YJ Sciences Inc and YouthJuice. ("Company"). Upon acceptance by the Company of the Brand Partner Registration and Agreement Form at its Corporate Office, the applicant is appointed a BRAND PARTNER with YJ Sciences Inc. The BRAND PARTNER confirms, understands and agrees:

1. The Brand Partner is hereby appointed on the Terms and Conditions herein contained and on the terms of the Compensation Plan, Policies and Procedures, and any other literature that may be issued or modified from time to time. The Brand Partner agrees to observe and be bound by these Terms and Conditions and to abide by any modifications to the Policies and Procedures or Compensation Plan reasonably implemented by the Company and notification given to the Brand Partner.
2. The Brand Partner acknowledges that to become a YouthJuice® Brand Partner there is no initial membership fee or inventory purchase required. An Annual Renewal Membership Fee is applicable upon the anniversary date of joining to cover administration expenses including an Online Office. To obtain a fully functioning Online Office and replicated website, a minimum product purchase is required.
3. The term of this Agreement shall be for one (1) year from the month of acceptance by the Company, unless earlier terminated by the Company. Provided the Brand Partner does not breach any of the Terms and Conditions of this Agreement, this Agreement may be renewed by the Brand Partner for successive terms of one (1) year. The Brand Partner must apply to renew and submit payment of the Annual Renewal Membership Fee in accordance with the then existing Policies and Procedures of the Company in the anniversary month of this Agreement.
4. The Brand Partner confirms and acknowledges that the Brand Partner is wholly an "Independent Contractor" who establishes and services retail customers for the Company's products and is not an employee of the Company. The position of "Independent Contractor" does not constitute either the sale of a franchise or a distributorship. This Agreement is not intended and shall not be construed to create a relationship of employer/employee, agency, partnership or joint venture between any Brand Partner and the Company.
As an "Independent Contractor", the Brand Partner shall:
 - a) Place the primary emphasis in promoting on the retail sale of the Company's products.
 - b) Abide by any and all federal, provincial, state and local laws, rules and regulations pertaining to this Agreement and the acquisition, receipt, storing, selling, distribution or advertising of the Company's products.
 - c) At the Brand Partner's own expense, make, execute or file such reports and obtain such licenses as are required by law or public authority with respect to this Agreement and/or the receipt, storing, selling, distributing or advertising of the Company's product or services.
 - d) Be solely responsible for the declaration and payment of all local, provincial, state and federal taxes that may accrue and are payable because of the Brand Partner's activities or income in connection with this Agreement.
 - e) Not make any statements or representations regarding the Company's products or Compensation Plan other than those contained in materials provided by the Company.
5. A Brand Partner may return product and merchandise items purchased directly from the Company in their original condition shipping prepaid to the Head Office for refund within the first 30 days of the purchase period for a full refund less 10% restocking charge and any shipping and handling. Any commission already paid to the Brand Partner on returned inventory, together with the value of any promotional prizes won by the Brand Partner will be deducted from the refund amount which shall be paid within fourteen (14) days.
6. The Company may suspend or terminate this Agreement immediately in the event the Brand Partner breaches any covenant contained herein or in the Policies and Procedures.
7. A Brand Partner shall be entitled to cancel their Distributorship at any time and for any reason upon sending written notarized notice to the Company and the sponsoring Brand Partner.
8. The Brand Partner shall have the right to sell the products offered by the Company in accordance with the Company's Policies and Procedures and Compensation Plan. Any Brand Partner who sponsors other Brand Partners must fulfill the obligation of performing bona fide supervision, in the sale of the product to the consumer and in the training of those sponsored. A Brand Partner must have on-going contact, communication and management supervision with his or her sales organization on a monthly basis.
9. The Brand Partner acknowledges that this Agreement shall not become binding on either party until it has been accepted by the Company at its home office and shall be governed by the laws of the province of British Columbia, Canada. In the event that a dispute arises between the Company and a Brand Partner or among Brand Partners as to their respective rights, duties and obligations under this Agreement, such disputes shall be exclusively resolved pursuant to the Appeal procedure in the Policies and Procedures manual.
10. It is expressly agreed by the Distributor that there are no verbal or written representations, understandings, stipulations, agreements or promises relating to the subject matter of the Agreement not incorporated in writing in this Agreement and that this Agreement constitutes the entire agreement between the parties, unless such agreements are acknowledged in writing by the company.
11. During the term of this Agreements (and any renewals),The Brand Partner agree not to sell any other products for any entity competing with YJ Sciences, Inc. During the term of this Agreements (and any renewals) and for (1) year thereafter, The Brand Partner agree not to solicit or recruit YJ Sciences Inc. employees or Distributors, whether active or inactive, to participate in a network marketing program, whether or not such marketing company offers products. The Brand Partner acknowledges that violation of this provision will result in immediate termination of the distributorship and payments of any kind.
12. The Brand Partner agrees not to utilize YouthJuice® logos, trade names, marketing materials, product names or trademarks or those of its products in any way other than those permitted expressly in writing by the Company or in the Policies and Procedures. The Brand Partner agrees to utilize only those items of literature and sales aids provided by the Company. The Distributor shall not name Company executives, employees, endorsement personalities or affiliates in any advertising format or medium without the express written consent of YJ Sciences Inc.
13. The Brand Partner agrees that the Company shall not be liable under any circumstances for any damage or loss of any kind, including indirect, special, punitive, compensatory, or consequential damages, losses or profits which may result from any cause, including but not limited to, breach of warranty, delay, act, error, or omission of the Company, or in the event of discontinuation or modification of a product or service offered by the Company
14. The Terms and Conditions of this Agreement shall be binding upon and enforceable by the heirs, executors, administrators and transferees of the parties hereto. The Brand Partner understands that the Distributorship position can be inherited or bequeathed, but cannot be transferred or assigned during the lifetime of the Brand Partner without the written consent of the Company, which consent shall not be unreasonably withheld.
15. The Brand Partner understands the Company does not discriminate in its acceptance or rejection of applicants because of race, creed, gender, national origin, religion or sexual orientation.
16. If any provision of the Agreement is found to be invalid all other provisions and clauses shall remain in full force and effect.
17. Failure to comply with any provision of the Agreement may result in the suspension or termination of the Distributorship.