



# Partner Agreement

<b>Between:</b>	<b>and:</b>	
The Health Technicians Canada Inc.	First Name, Surname	
64 Skipper Lane	Date of Birth	
Oakville, ON, L6L 5Y8	Address	
Canada	Post Code, Town, Country	
<b>hereafter called "The Company"</b>	<b>hereafter called "Partner"</b>	

- The Contractor acts as an independent sales consultant for The Company, without the provision of an assigned territory or clientele. This agreement does not constitute an employee relationship. The Contractor is required to comply with all provincial/state and/or federal laws for any licensing that maybe required. In signing this application, the Contractor confirms that he/she is responsible for paying self employment taxes, provincial/state and federal income taxes and any other taxes required by law. The Contractor is prohibited from making claims or promises on behalf of The Company or operate in any way under the name of MediConsult or its subsidiaries, except as defined in this Agreement.
- It is The Contractor's duty to primarily promote and explain MediConsult products and to provide advice and guidance to new clients in order to sell products on behalf of The Company. In addition, when recruiting new sales contractors, the Contractor's duty consists of training new contractors in accordance with the guidelines and rules published in the official handbook approved by The Company.
- The Contractor is obligated to pay an annual administration fee, which will be invoiced at the beginning of each new year. The administration fee as defined in the current Marketing Plan may be subject to change. Alternatively, The Company has the right to withhold the administration fee from the January commission payment of each year. This Contractor Agreement terminates automatically in the event that the annual administration fee is not paid.
- The Contractor is entitled to market other products or services in addition to MediConsult products, as long as these products do not conflict or compete with MediConsult products. The Contractor is prohibited from marketing and selling other products during MediConsult public events, such as public meetings, presentations, certifications, trainings and conventions. Should the Contractor begin to work with another direct selling company, he/she must inform The Company immediately. During and after the terms of this agreement The Contractor is prohibited from actively recruiting existing MediConsult Contractors Into his/her down line of any other marketing company, even when the products and services do not compete with MediConsult products. The Contractor will keep all information concerning The Company confidential. This includes all non-public information regarding MediConsult, possible subsidiaries, the MediConsult sales system, all MediConsult products and all other matters concerning MediConsult, its actions and projects, and any and all other information that is not accessible to the general public. This obligation covers all data and facts about all of MediConsult's sales contractors, employees and its sales organization, whether they are part of the Contractor's personal down line or not. In addition, during the term of this Agreement, the Contractor is not allowed to use any of the foregoing information for any purpose other than the MediConsult business.
- The Contractor acknowledges that he/she is required to familiarize himself/herself with the entire content of the official handbook and other official company publications and acknowledges that the guidelines and contractual instructions form part of the legal contract between The Company and the Contractor.
- The Contractor is prohibited to make categorical statements, claims or promises on behalf of The Company's products. The Contractor may not supply MediConsult product information to third party competitors.
- The Contractor hereby agrees not to produce or copy personal publicity for the company's products, to duplicate official marketing documents or to undertake independent projects such as setting up one or more commercial treatment premises. The Contractor may not initiate independent projects directly or indirectly connected to The Company's products, without prior written approval.
- The Contractor acknowledges that all products provided to him/her remain the property of The Company until they are paid for in full. In the event that The Company provides the Contractor with a product on deferred payment terms, the Contractor cannot give away, sell or rent out that product until the product is paid for in full. The only exception to this would be if the Contractor agrees in writing that the product in question remains the property of MediConsult . In this instance, the Contractor hereby confirms that the sale, rental or deal negotiation relating to that product will be on behalf of MediConsult and that he/she will not qualify for payment of a commission.
- Delivery of products and invoicing to the Contractor's client (s) is undertaken by The Company, The Company has the right to refuse orders when it is unable to fulfill the order or when the order is unacceptable. In the case of a legitimate refusal by The Company to fulfill an order, the Contractor will not have any right to receive commission. The Contractor is not allowed to receive payments for products sold on behalf of The Company.
- After fulfilling all the criteria of the current Marketing Plan, the Contractor has the right to recruit new sales contractors. When the potential sales contractor is accepted by The Company, the new sales contractor reports to the 'sponsoring' contractor who recruited him/her. The new sales contractor should be trained by the 'sponsoring' Contractor. As long as the Contractor follows the rules and guidelines of The Company and provides his/ her new sales contractor with company approved support, The Contractor is entitled to earn commission according to the terms of the current valid Marketing Plan.
- The Contractor will receive commission, calculated according to the terms of the current valid Marketing Plan, for undertaking the Contractor's activities outlined in this Agreement. Commission is payable from the 25th of the month following the month in which the sales were made. The Contractor can only claim the commission on a sale after the client has paid The Company in full.
- This is a legally binding agreement. The Contractor can transfer his or her legal status under this Agreement to a third party, but only to a person who will continue to carry out the Contractor's activities under the terms of this Agreement, and only after careful consideration by MediConsult, and with the written permission of The Company.
- There is no time limit to the collaboration between The Company and the Contractor. The Contractor can terminate the agreement in writing at the end of any month with one month's written notice. The Company can only terminate the contract for irrefutable reasons. An irrefutable reason only exists when the Contractor disregards the rules and guidelines of The Company contained in this Agreement and elsewhere, despite a written warning from The Company.
- This is the only Agreement between The Company and the Contractor. The Company can only alter or remove any clauses of this agreement by notifying the Contractor in writing. The Company reserve the right to alter any part of the Agreement for economical reasons. The Company will give the Contractor one month's written notice of any alteration to this Agreement. If one of the foregoing clauses should become non-applicable for any reason, the rest of this Agreement shall stand, however, both parties shall be bound by the new regulation.
- This Agreement is subject to Canadian Law. Any disputes arising from this Agreement will be referred to the court in Oakville, Ontario.

Place, Date	Signature of Partner
Place, Date	Signature of The Company

Please sign all documents. The completed Contractor Application form has to be sent to The Health Technicians Canada Inc. After checking and approval by The Company, the countersigned copy of the Agreement will be returned to the Contractor within 14 working days.