

**Kaizen Global Inc.'s Independent
Business Operator Agreement
Last updated May 10, 2017**

Table of Contents

- 1.0 Services 3
 - 1.1 Term of Agreement 3
 - 1.2 Remuneration of Independent Business Operator 3
- 2.0 Termination 4
 - 2.1 Termination by Corporation or Independent Business Operator for Cause 4
 - 2.2 Termination by Corporation or Independent Business Operator on Notice..... 4
- 3.0 Covenants of Independent Business Operator 4
 - 3.2 Time of Services 4
 - 3.3 Licences and Permits..... 5
 - 3.4 Rules and Regulations..... 5
 - 3.5 Insurance 5
 - 3.6 Indemnity..... 5
 - 3.7 Non-disclosure 5
 - 3.8 Inventions and Patents 6
- 4.0 Independent Contractors..... 6
 - 4.1 Independent Business Operator Not an Employee 6
 - 4.2 Independent Business Operator Shall Not Contract on Behalf of Corporation..... 6
- 5.0 Interpretation and Enforcement..... 6
 - 5.1 Sections and Headings..... 6
 - 5.2 Number..... 7
 - 5.3 Benefit of Agreement 7
 - 5.4 Entire Agreement..... 7
 - 5.5 Amendments and Waivers 7
 - 5.6 Assignability..... 7
 - 5.7 Severability 7
 - 5.8 Governing Law 7
 - 5.9 Attornment 8

By using this site or by clicking “I agree”, you (the “**User**”) signify your agreement to the Independent Business Owner (“**IBO**”) Agreement, the Kaizen Global Inc.’s (“Kaizen Global”) Policies and Procedures, Terms of Use, Privacy Policy, Risk Disclosure and the Kaizen Global Compensation Plan (collectively referred to as the “Agreements”), all in their current form and as amended by Kaizen Global in its sole discretion. If you do not agree to these Agreements, please do not use this site and do not click “I agree”. Please check this Agreement periodically for changes as Kaizen Global reserves the right to revise this Agreement.

Kaizen Global will change these Agreements from time to time. In the event of a change to this Agreement, your continued use of this site following the posting of any changes constitutes acceptance of such changes. Kaizen Global reserves the right to terminate a User's use of this site at any time without notice and may do so for any breach of this Agreement.

1.0 Services

Subject to the terms and conditions hereof, Kaizen Global shall retain the Independent Business Operator to carry out services and the Independent Business Operator shall render the following services to Kaizen Global:

- Offer for sale Kaizen Global services and products;
- Enroll qualified persons in the Kaizen Global program;
- Train their enrolled members in the use of Kaizen Global's products and services;
- Make every effort to retain their enrolled members; and

such other services as may from time to time be agreed upon between the parties. The Independent Business Operator agrees to present the Kaizen Global materials to perspective new members.

1.1 Term of Agreement

The provision of services by the Independent Business Operator to Kaizen Global hereunder shall commence on the date of registration as an Independent Business Operator, and shall continue for a period of twelve (12) months, subject to earlier termination of this Agreement as set forth herein. Should the Independent Business Operator fail to renew their business or their business is cancelled for any reason, the Independent Business Operator shall lose their rights as a member and forfeit any remuneration owing to them.

1.2 Remuneration of Independent Business Operator

Subject to the exceptions contained in the Agreements, Kaizen Global shall pay to the Independent Business Operator for the services provided under this Agreement a fee of:

- Please refer to the below hyperlink

<http://www.kaizenglobal.com/pdf/compensation-plan.pdf>

The failure to renew or the termination and/or cancellation of their business will result in the forfeiture or commissions, bonuses, or other income resulting from the activities of the former downline sales organization. Moreover, Kaizen Global reserves the right to withhold all payments, including but not limited to, bonuses, commission or other income for up to 60 days with an IBO should Kaizen Global determine, at its discretion, that there is evidence of failure to renew, termination and/or cancellation of business. For greater certainty, the failure to renew, termination, or cancellation of their business the Independent Business Operator will have no property rights in any downline

bonuses, commissions or any other remuneration owed to the Independent Business Operator. Kaizen Global may deduct, withhold, set-off, or charge any form of payment the Independent Business Operator may have previously authorized, or any amounts that the Independent Business Operator may owe or be indebted to Kaizen Global for.

2.0 Termination

2.1 Termination by Corporation or Independent Business Operator for Cause

Kaizen Global may terminate this Agreement at any time in the event of the failure of the other party to comply with any of the provisions hereunder upon such party being notified in writing by the party alleging such failure and failing to remedy such failure within ten (10) days of receiving such notice. This Agreement shall be terminated immediately upon: the death of the Independent Business Operator; the Independent Business Operator ceasing business operations; the dissolution of the Independent Business Operator as a business entity; or the Independent Business Operator terminating its distribution of its products and/or services via direct selling channels.

2.2 Termination by Corporation or Independent Business Operator on Notice

Kaizen Global or the Independent Business Operator may terminate this Agreement upon the giving of 10 days' written notice to the other party. Notwithstanding the foregoing, Kaizen Global may terminate this Agreement immediately at any time.

Notwithstanding any termination of this Agreement for any reason whatsoever and with or without cause, the provisions of Section 3.0 and any other provisions of this Agreement necessary to give efficacy thereto shall continue in full force and effect following such termination.

3.0 Covenants of Independent Business Operator

3.1 Services

The Independent Business Operator shall render performance of the services hereunder to the best of the Independent Business Operator's ability and in a competent and professional manner. The Independent Business Operator consents to Kaizen Global's Policies and Procedures for Independent Business Operators and agrees to be terminated for failing to adhere to the subject Policies and Procedures.

3.2 Time of Services

The Independent Business Operator shall devote such of his time and attention to the business of Kaizen Global as may be agreed to by the Independent Business Operator and Kaizen Global. The time of service to be provided hereunder by the Independent Business Operator shall be as agreed to from time to time by Kaizen Global and the Independent Business Operator. Subject to the obligations of the Independent Business Operator hereunder, the Independent Business Operator shall be free to offer services to any other person except where there may be a conflict of interest with Kaizen Global.

3.3 Licences and Permits

The Independent Business Operator shall be responsible for obtaining all necessary licences and permits and for complying with all applicable federal, provincial and municipal laws, codes and regulations in connection with the provision of the services hereunder and the Independent Business Operator shall, when requested, provide Kaizen Global with adequate evidence of their compliance with this Section 3.3.

3.4 Rules and Regulations

The Independent Business Operator shall comply, while on the premises used by Kaizen Global, with all the rules and regulations of Kaizen Global from time to time in force which are brought to their notice or of which they should reasonably be aware.

3.5 Insurance

The Independent Business Operator shall pay for and maintain for the benefit of the Independent Business Operator and Kaizen Global, with insurers or through the appropriate government department and in an amount and in a form acceptable to Kaizen Global, appropriate insurance concerning the operations and liabilities of the Independent Business Operator relevant to this Agreement including, without limiting the generality of the foregoing, workers' compensation and unemployment insurance in conformity with applicable statutory requirements in respect of any remuneration payable by the Independent Business Operator to any employees of the Independent Business Operator, and public liability and property damage insurance.

3.6 Indemnity

The Independent Business Operator shall indemnify and save Kaizen Global harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which Kaizen Global or its officers, employees or agents may suffer as a result of the negligence of the Independent Business Operator in the performance or non-performance of this Agreement. The Independent Business Operator agrees to release and hold harmless Kaizen Global and its affiliates from all liability arising from or relating to the promotion or operation of the business and any activities related to it and agree to indemnify Kaizen Global for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that they undertake in operating their business.

3.7 Non-disclosure

The Independent Business Operator shall not (either during the term of this Agreement or at any time thereafter) disclose any information relating to the private or confidential affairs of Kaizen Global or relating to any secrets of Kaizen Global to any person other than for Kaizen Global's purposes and, without limiting the generality of the foregoing, the Independent Business Operator shall not (either during the term of this Agreement or at any time thereafter) disclose any information regarding the business of Kaizen Global to any person other than for Kaizen Global's purposes and shall not (either during the term of this Agreement or at any time thereafter) use for their own purposes

or for any purposes other than those of Kaizen Global any such information or secrets he may acquire in relation to the business of Kaizen Global.

The Independent Business Operator shall obtain a written non-disclosure agreement in a form acceptable to Kaizen Global in respect of the same information and secrets referred to in Section 3.7 from all persons, including but not limited to any employees of the Independent Business Operator, who are in any way involved with the Independent Business Operator in the provision of consultative services to Kaizen Global hereunder and in the course thereof may have access to any information or secrets referred to in Section 3.7 and the Independent Business Operator shall provide Kaizen Global with executed copies of any such non-disclosure agreement.

3.8 Inventions and Patents

In the event the Independent Business Operator contributes to any patentable invention as a result of his consultative services to Kaizen Global hereunder, any such patentable invention shall be the exclusive property of Kaizen Global and Kaizen Global shall have the exclusive right to file patent applications in the name of Kaizen Global in connection therewith and the Independent Business Operator shall cooperate with Kaizen Global and provide all necessary assistance in the filing and prosecution of any such patent applications.

4.0 Independent Contractors

4.1 Independent Business Operator Not an Employee

The Independent Business Operator is not an employee of Kaizen Global and shall not be entitled to receive from Kaizen Global any benefits whatsoever and Kaizen Global shall not be required to make contributions for unemployment insurance, Canada Pension, workers' compensation and other similar levies in respect of the fee for services to be paid to the Independent Business Operator.

4.2 Independent Business Operator Shall Not Contract on Behalf of Corporation

The Independent Business Operator shall not, without the prior written consent of Kaizen Global, enter into any contract or commitment in the name of or on behalf of Kaizen Global or bind Kaizen Global in any respect whatsoever.

5.0 Interpretation and Enforcement

5.1 Sections and Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

5.2 Number

In this Agreement words importing the singular number only shall include the plural and *vice versa* and words importing the masculine gender shall include the feminine and neuter genders and *vice versa* and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and *vice versa*.

5.3 Benefit of Agreement

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of the Independent Business Operator and the successors and permitted assigns of Kaizen Global, respectively.

5.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings, or collateral agreements, express, implied or statutory between the parties other than as expressly set forth in this Agreement.

5.5 Amendments and Waivers

No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

5.6 Assignability

Only Kaizen Global may assign its rights or obligations under this Agreement without the prior written consent of the Independent Business Operator. The Independent Business Operator is not entitled to assign its rights or obligations under this Agreement.

5.7 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

5.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.9 Attornment

For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario shall have jurisdiction to entertain any action arising under this Agreement. Kaizen Global and the Independent Business Operator each hereby attorns to the jurisdiction of the courts of the Province of Ontario provided that nothing herein contained shall prevent Kaizen Global from proceeding at its election against the Independent Business Operator in the courts of any other province or country.