

YI JIA INTERNATIONAL DISTRIBUTOR AGREEMENT

THIS AGREEMENT is entered

BETWEEN:

YI JIA INTERNATIONAL GROUP (CANADA) LIMITED,
a company incorporated under the laws of Canada, and having its head office at
Suite 220, 4600 Jacombs Road, Richmond, BC V6V 3B1.

(the “**Company**”)

AND:

**the Distributor upon submission of the Application Form by the Distributor to the
Company**

(the “**Distributor**”)

WHEREAS:

- A) YI JIA INTERNATIONAL (“**YJI**”) is the manufacturer of certain health, beauty and nutritional products (hereinafter “**Product**” or “**Products**”).
- B) The Company is the Canadian subsidiary of YJI and has determined that to enhance the development of the market and increase the sales of its Products, it would be advantageous to co-ordinate its distribution activities with a distributor who possesses a readily available and extensive sales network; and
- C) The Distributor wishes to enter into this Agreement with the Company whereby the Distributor will undertake the distribution and sale of Product on the terms and subject to the conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

1. **Authorization and Contract.** By executing this Distributor Agreement (“**Agreement**”), you apply for legal authorization to become a non-exclusive distributor of YJI and the Company (collectively, the “**YJI Group**”) and enter into contract with the Company in the Province of British Columbia. You acknowledge that prior to signing you have received, read and understood the YJI Income Disclosure Statement, that you have read and understood the YJI Policies and Procedures (collectively, the “**Policies**”), which are incorporated into this Agreement and made part of it as if restated in full, as posted on www.yjiinternational.com (the “**Website**”), and that you have read and agree to all terms set forth in this Agreement. YJI Group reserves the right to reject any application for any reason within 30 days of receipt. All terms of this Agreement and the Policies are subject to amendments and the final approval of YJI Group headquarters.

2. **Expiration, Renewal, and Termination.** The term of this Agreement is ONE (1) YEAR (subject to prior cancellation or disqualification as provided in the Policies) (the “**Term**”). Upon expiry of the Term, the YJI group may send out a systematic notice to renew if the Distributor meets its renewal requirements. If you fail to annually renew your YJI Group business prior to expiry of the Term, or if it is canceled or terminated for any reason, you understand that you may permanently lose all rights as a Distributor. You shall not be eligible to sell YJI’s products and services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. The Company reserves the right to terminate all Distributor Agreements upon 15 business days’ notice

if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; (3) terminate distribution of its products and/or services via direct selling channels; or (4) determines that the Distributor is in violation of its Policies or Rules & Regulations, at the Company's sole discretion. YJI and/or the Company may cancel this Agreement for any reason upon 30 days' advance written notice to Distributor. YJI Group may also take actions short of termination of the Agreement, such as suspension or temporary termination, if the Distributor breaches any of its provisions.

3. **Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of the Company or your sponsoring distributor. As a self-employed independent contractor, you will be operating your own independent business, buying and selling products available through YJI Group on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will receive a T4A tax slip reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the T4A tax slip electronically. It will be your sole responsibility to account for such income on your individual income tax returns. The Distributor shall not list, print or display YJI's name, or make any speeches or presentations using YJI's name in any manner so as to indicate or imply that there is an employer-employee or a principal-agent relationship between the parties. All expenses related to the Distributor's performance of this Agreement shall be borne by the Distributor solely.

4. **Refunds and Product Returns.** You agree that if you resell Product directly to a customer, you will adhere to YJI Group's 100% satisfaction guarantee policy and shall provide the customer a full refund of all monies paid if the customer returns the product to you within ninety (28) days of the sales transaction. If you are not 100% satisfied with our Product, you may return the items for a refund if neither you nor we have terminated the Agreement and the products were purchased within twelve months and remain in resalable condition. The refund shall be 90% of the purchase price. Shipping and handling charges incurred will not be refunded.

5. **Presenting the Plan.** You agree when presenting the YJI Compensation Plan to present it in its entirety as outlined in official YJI Group materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials or aids not produced or specifically authorized in writing by YJI Group. You agree to instruct all prospective distributors to review the YJI Income Disclosure Statement.

6. **Selling Product.** You agree to make no representations or claims about any Products beyond those shown on product labels and/or in official YJI Group literature. You further agree to sell Products available through YJI only.

7. **Change of Team.** Changing of teams by the Distributor is subject to the Company's approval at its sole discretion. If the team change is approved, the Distributor's sales performance from the previous team is not transferrable to the new team. In principle, the YJI Group discourages changing of teams.

8. **YJI's Proprietary Information and Trade Secrets.** You recognize and agree that, as further set forth in the Policies, information compiled by or maintained by YJI Group, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the YJI business including, without limitation, distributor lists, sponsorship trees, and all YJI distributor information generated there from, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of YJI, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with the Company, YJI grants you a personal, non-exclusive, non-transferable and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and distributor sales, earnings and other financial reports to facilitate your business.

9. **Non-Competition & Non-Solicitation Agreement.** In accordance with the Policies, you agree that during the period while you are a Distributor, and for six months following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other YJI distributor, or to compete with the business of YJI or the Company within Canada.

(a) Without limiting the generality of the foregoing, the Distributor will not, directly or indirectly, whether as owner, shareholder (except to the extent of a less than five per cent ownership interest of the outstanding shares of a publicly held corporation), director, agent, officer, employee, consultant, independent contractor or in any other capacity whatsoever, of a corporation, partnership or proprietorship:

- (i) compete with, or engage in, or be financially concerned or interested in, or advise, lend money to, guarantee the debts or obligations of or permit their names to be used or employed by any person engaged in or concerned with or interested in a similar business to YJI Group;
- (ii) conduct business using the name, logo, mark or design of the YJI Group, in all styles and languages, or any similar variation of such name, logo, mark or design; or
- (iii) provide any goods or services of the nature provided in YJI Group to any customer, or solicit any customer for the provision of such goods or services.

(b) The Distributor acknowledges and agrees with the Company as follows:

- (i) the Distributor will benefit greatly from the distribution rights of the Products;
- (ii) it is vital that YJI Group has the exclusive right to carry on business to the extent contemplated in this Agreement and this will not be possible if the Distributor acts in breach of this Agreement;
- (iii) numerous other businesses in Canada carry on the same business as YJI Group; therefore no reduction in the competition in the market will result from the Distributor being restricted from carrying on similar business under this Agreement; and
- (iv) the covenants and conditions of this Agreement are reasonable and necessary for the protection of the Company's investment in YJI Group.

(c) The Distributor recognizes that a breach by the Distributor of any of the covenants in the above sections contained would result in damages to YJI Group and that YJI Group could not adequately be compensated for these damages by monetary award and the Distributor agrees that in the event of any breach, in addition to other remedies available to the YJI Group at law or in equity, the Company shall be entitled as a matter of right to apply to a court of competent jurisdiction for any relief by way of restraining order, injunction, decree or otherwise that may be appropriate to ensure compliance with the provisions of this Agreement.

(d) If the above sections are deemed to be void or unenforceable by a court of competent jurisdiction then it is the intent of the parties that the geographical area and/or the non-competition period be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable. The Distributor agrees that such restrictions in geographic area and time period are reasonable and that all defenses to the enforcement of the same are hereby waived irrevocably.

10. **Images / Recordings / Consents.** You agree to permit YJI Group to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by YJI Group for any lawful purpose, and without compensation.

11. **Compliance with YJI Policies & Regulations.**

(a) The Distributor shall, in addition to the Policies, strictly abide by the rules and regulations of the YJI Group as set out in the YJI Code of Distribution and the Website. (the "**Rules & Regulations**"). It is the Distributor's responsibility to implement its own practices such that the YJI Policies and Rules & Regulations and the YJI Group corporate culture are fully complied with.

- (b) The Company shall accurately and positively represent the Products and the Policies to the Distributor, such that the Distributor may fully cooperate with its sales efforts accordingly.
- (c) The Distributor shall actively participate in meetings and conventions held by the YJI Group, and to familiarize itself with the YJI Group, its goals and objectives, and the Products in order to best further the mutual interests of both parties. Based on the YJI Group's core philosophies, the Distributor shall strive to continuously improve on its performance and follow the trends of the industry. When necessary, the Distributor shall explain to and counsel the market and its audience with respect to the Products, Policies and Rules & Regulations.
- (d) The Distributor shall obtain written consent from the Company or YJI before calling any group meetings regarding the Products. For any meetings with expected attendance of over 50, consent must be obtained 15 days' prior to such meeting. The Distributor is prohibited from having focused meetings to new members specifically about the compensation structure, and agrees not to participate in any high-risk activities.
- (e) The Distributor shall keep all YJI Group pricing and compensation information strictly confidential and private. Notwithstanding the generality of the foregoing, the Distributor is specifically prohibited from (i) releasing information about the YJI Group's bonus policies on social media, or (ii) using any type of monetary enticement to lure new members, customers or staff.
- (f) The Distributor shall not engage in behavior contrary to YJI's culture, including but not limited to: (i) misrepresenting or exaggerating the Products' effects; (ii) lowering the sale price of the Product; (iii) misleading propaganda; (iv) promising investment returns; (v) exaggerating bonus and/or dividends compensation structure in order to induce member or purchasers.
- (g) The Distributor shall not fabricate and spread malicious or negative information, create causes of slander or defamation to others, or cause disharmony to the market place. Furthermore, the Distributor shall not collude with other distributors, compete with others unfairly, or monopolize the market. The Distributor agrees to be humble about its earnings and shall not solicit or conduct unsolicited inquiries with other distributors.
- (h) If the Distributor violates any Policies and/or Rules & Regulations, the Distributor agrees to fully cooperate with the relevant departments of YJI Group in any investigative and settlement efforts in order to resolve the matter in the most reasonable manner, in YJI Group's sole discretion. In such violation, the Company may suspend all of the Distributor's membership and distributorship rights, and may withhold all bonuses in its sole discretion.
- (i) The Distributor shall not enter into any private agreement with respect to YJI business or Product without prior written consent from the YJI Group.
- (j) The Distributor shall follow the Rules & Regulations in the organization of any team, group or department meetings and any public seminars. YJI Group meetings shall have priority over meetings organized by the distributors. The Distributor shall not obstruct other members and/or departments from participating in meetings held by the YJI Group or other distributors. All teams shall strive to unite and be mutually helpful to one another.
- (k) The Distributor shall put the interests of YJI Group as its utmost priority and shall indemnify YJI Group for any harm or damages suffered by it due to any act or omission by the Distributor or its agents.
- (l) If the Distributor causes libel, slander, defamation to or otherwise spread malicious or negative information regarding the YJI Group or its directors, officers or members, this Agreement shall be terminated immediately

by YJI and/or the Company, at each of their sole discretion, and the Company reserves all rights to pursue legal remedies available to it.

12. **Notice of Right to Cancel.** You may request a refund on your enrollment fee if the request has been received within seven business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within ten business days following receipt by the Company of your cancellation notice. Shipping and handling charges incurred will not be refunded. To cancel this transaction, mail or deliver written notice, to the Company, at Metrotower II Suite 2335, 4720 Kingsway, BC, V5H 4N2, not later than midnight of the seventh business day following the date of this Agreement.

13. **Submission of Social Insurance Number (S.I.N.).** Under penalty of perjury, the undersigned certifies that (1) the Social Insurance Number provided is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Revenue Canada that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Revenue Canada has notified me that I am no longer subject to backup withholding, and (3) I am a Canadian Citizen or other Canadian person.

14. **Limitation of Liability.** There are no representations or warranties, express or implied, statutory or otherwise, relating to the Product, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose. The Distributor assumes all risk and liability for any loss, damage or injury resulting from the sale and use of the Product, either alone or in combination with other products. YJI Group shall not be liable to the Distributor for any special, indirect, consequential, punitive or exemplary damages, including for greater certainty any damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the Distributor's business. For greater certainty, YJI Group's total liability, if any, shall be limited to the refund of your enrollment fee (if applicable).

15. **Indemnity.** The Distributor hereby agrees to defend, indemnify and hold harmless YJI Group against any liability, losses, damages or costs (including legal costs) incurred or suffered by YJI or the Company as a result of any breach, negligent act, omission or willful default on the part of the Distributor or its representatives arising either directly or indirectly from the performance (or non-performance) by the Distributor or any of its representatives of any obligations under this Agreement or the Policies.

16. **Modification of Terms.** With the exception of the dispute resolution section in Policies, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 1 in the Policies.

17. **Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with YI JIA INTERNATIONAL as set forth in this Distributor Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the Province of British Columbia without regard to conflict of law provisions.

18. **Counterpart.** This Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had signed the same document and all counterparts will be construed together and constitute one and the same document. The parties further agree that a faxed copy of a signature shall be construed as an original signature for the purpose of confirming execution of this Agreement.

19. **Dispute Resolution.** All disputes and claims relating to YJI Group, its products and services, the rights and obligations of a distributor and the Company, or any other claims or causes of action relating to the performance of either a distributor or YJI Group under the Agreement or the Policies shall be settled totally and finally by arbitration as enumerated in the Policies in Burnaby, British Columbia, or such other location as YJI prescribes, in accordance with the *Arbitration Act* [RSBC 1996] c. 55, except that all parties shall be entitled to discovery rights allowed under the rules of civil procedure. Additionally, you agree not to initiate or participate in any class action proceeding against YJI

Group, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent YJI Group 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 its 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.

20. **Time Limitation.** If a Distributor wishes to bring an action against YJI Group 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. Distributor waives all claims that any other statutes of limitations apply.

21. **Entire Agreement.** 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. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and the Company and supersedes any prior agreements, understandings and obligations between you and YJI Group concerning the subject matter of your contract.

22. **Further Assurances.** The Parties will do, execute and deliver or will cause to be done, executed and delivered all such further acts, documents and things as may be reasonably required for the purpose of giving effect to this Agreement.

23. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

24. **Independent Legal Advice.** The parties hereto acknowledge and agree that each of them has been advised to seek, had the opportunity to seek, and was not prevented from seeking independent legal advice prior to the execution and delivery of this Agreement and that, if any party hereto did not avail itself, himself or herself of that opportunity prior to signing this Agreement, that party did so voluntarily without any pressure or influence by any other party hereto and agrees that its, his or her failure to obtain independent legal advice may not be used by such party as a defence to the enforcement of such party's obligations under this Agreement.

*By checking the "Agree to Terms" box or using our system, you have read, understand and agree with Yi Jia International Distributor Agreement Terms & Conditions, Yi Jia International Income Disclosure Statement, Yi Jia International Policies & Procedures, Yi Jia International Compensation Plan and other related literature posted by YJI Group from time to time, subject to revisions and changes without notice.

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