

General Provisions Agreement on the Terms and Conditions of Easy Pha-max Program

1. Definition of Terms

The Company refers to Innovative Nurturing Systems Inc. doing business as "Easy Pha-Max USA Inc.," whose primary business is the wholesale distribution of natural wellness products. The company conducts its business through direct sellers and buyers using the latest technology of E-commerce and combining the marketing concept of franchising to its program.

The Business Partner refers to the direct Buyers or Sellers of the company's products and is a subscriber to the Easy Pha-Max Program and is also known as Global Bio-Herbal Entrepreneur (GBHE)

2. Easy Pha-Max Fees

Simultaneously with the submission of the application to participate in the Easy Pha-Max Program by a prospective GBHE, the prospective GBHE shall pay an amount of US\$ _____ as payment to purchase into the Easy Pha-Max Program.

3. The Easy Pha-Max Program refers to a business program that the GBHE subscribe to:

- a. Purchase products from the company at wholesale prices for the purpose of reselling for profit or for personal use of such products purchased.
- b. Actively participate in promoting the products sold by the company through the use of E-commerce and other direct selling methods.
- c. Introduce the business program's compensation plan, promotions, rewards, activities, and progress of the business to other prospective partners, thereby creating and developing their own organization of business partners.

The Company's Responsibilities – in consideration of the GBHE purchasing into the Easy Pha-Max Program, the company shall:

- a. Provide an initial US\$ _____ worth of free products to start their business.
- b. Host and provide a basic website/homepage called Easy Pha-Max to the GBHE with a personalized login account to conduct their business over the Internet. There is no fee for this website as long as the GBHE remains active in doing the business and abides with the terms and conditions and criteria that may be imposed by the company from time to time. A premium business website may also be available to the GBHE for a monthly fee.
- c. Facilitate and assist the GBHE and their customers to buy, sell, and process payment transactions for product orders conducted through the Internet, through their Easy Pha-Max website.
- d. Allow the GBHE to take delivery of all products ordered up to the aggregate price equivalent to the amount paid for such products above the Easy Pha-max fees or equivalent to any amount money of value as the Company at its sole discretion, deems fit. Fulfill product order via e-commerce/internet, phone orders and over the counter transactions.
- e. Pay the GBHE their commissions, incentives, rewards and other benefits associated with buying and selling the company's products and for promoting the business. All GBHE are responsible to declare their earnings from their business activity in accordance with applicable federal and state tax laws.

4. The Contract of Sale - Products

- a. A contract of sale and purchase of the products ordered shall be deemed to be completed on the date that payment for the products ordered has been paid not withstanding that the GBHE may not have taken delivery or possession of the products requested.
- b. The prices of the products are subject to change with out prior notice.
- c. The company shall, from time to time, offer promotions and discounts in terms of prices or bonus products to the GBHE.
- d. Payment for the Products - the GBHE shall pay for the products ordered to the company upon placing an order for the same either by the Easy Pha-max Program's credit card payment portal or by way of cash and check payment at the company's premises. Partial or staggered payments for the ordered products are not allowed. For credit card payments, the company will only accept personal or business credit/debit cards that bear the name of the person ordering the products. Payment for the products ordered shall be deemed to be due and payable at the time of the product order.
- e. The GBHE are responsible to pay fees & penalties imposed by the company as a result of their payment for products being rejected or returned by their banking institution for whatever reason.
- f. The contract of sale and purchase envisaged herein shall be an absolute contract of sale and purchase between the company and the GBHE.

5. Delivery of the Products

- a. Upon payment of the prices of the Products to the company, the GBHE shall have the option to collect and to take delivery of all the products from the company immediately or to request the company to store and keep the products for and on behalf of the GBHE at the company's premise or premises to be collected by the GBHE in due course.
- b. The products are considered delivered to the GBHE upon payment thereof (hereinafter referred to as the "Delivery Date") whether or not the GBHE has physical possession of the products.
- c. The GBHE shall be assumed to have inspected all the products at the delivery date. The Company should be notified in writing of any product defects within five (5) business days from the delivery date or from the time it has physically arrived to its destination.
- d. Passing of Title – the property and title to the products are deemed to have been transferred to the Business Partner upon making full payment to the company and the product/s are at the GBHE's risk whether or not delivery has been made.

6. Refund/Return Policy

- a. The GBHE have 90 days after delivery date to return the products they have purchased and request for a refund.
- b. The GBHE shall return the defective product back to the company at his/her own cost and expense for replacement of the same.
- c. The GBHE may be entitled to a refund of monies paid whether partial or full amount of products paid if they are not satisfied with the products they have received. However there will be a 10% restocking fee on all products returned to the company. No refunds will be issued in advance unless the company receives the products that are being returned in original packaging or saleable condition. Any commissions paid on the sales volume associated with the refund must be returned to the company.
- d. Claw back Policy – The company reserves the right to collect from the GBHE the amount equivalent to the commissions, bonuses, benefits, incentives, and any other considerations already given to them prior to the refund of any of their group's sales transactions.

7. Force Majeure

The Company shall not be held responsible or liable in any way whatsoever for any losses or damages if the fulfillments of any terms or provisions hereto shall be delayed or prevented by revolutions or other disorders, wars, act of enemies, strikes, fires, floods, acts of God, or without limiting the foregoing, by any other causes not within the control of the Company and which by the exercise of reasonable diligence, the company is unable to prevent, whether of the of causes herein before enumerated or not.

8. Termination

- a. This agreement shall continue to be in effect as long as it is not terminated.
- b. The GBHE reserves the right to rescind this agreement within 90 calendar days from the date of this agreement. After this period, the GBHE can no longer refund any portion of the monies paid towards the purchase of the Easy Pha-Max Program and its services.
- c. The Company reserves its rights to cancel or terminate any GBHE who do not comply and unquestionably violate ethical business practices that could harm or damage reputations or any actions that may potentially result in a financial loss to the company and to other business partners.
- d. Either party herein may at anytime give a (30) day written given time notice to the other party, notifying the other part of his/her intention to terminate this Agreement in order to resolve and settle any issues at hand.
- e. In event of the GBHE terminating this Agreement, the Company shall have the right to impose a reasonable amount of administrative fees on the GBHE that the business partner shall pay immediately to the Company. The Company at its sole discretion shall determine a reasonable bank interest charge for administrative fees. There will be no more future commissions, bonuses, benefits, incentives, and considerations due for the GBHE once the termination is final.

I have read and understood the terms and conditions of this agreement and by signing my legible signature below, I agree to these terms and conditions of the Easy Pha-Max Program.

Signed: _____

Date: _____

Approved by (authorized company representative): _____

Date: _____