

INDEPENDENT BUSINESS PARTNER APPLICATION AND AGREEMENT

SIGN-UP OPTIONS

INDEPENDENT BUSINESS PARTNER OPTIONS:

- Business Kit** CA\$40.00**
 Desired Website Username (Default Password is 'password')
 www. _____ .com
- RCM PACK options:**
- RCM Option 1 CA\$279.00**
- RCM Option 2 CA\$559.00**
- TEAMBUILDER PACK options:**
- TeamBuilder CA\$399.00**
- TeamBuilder "Classic" CA\$419.00**
- PRO-RETAILER PACK options:**
- ProRetailer Pack StemRelease3 CA\$2800.00**
- ProRetailer Pack RCM CA\$2800.00**
- LEADERSHIP PACK options:**
- Pack RCM CA\$4000.00**
- Pack Combo CA\$4000.00**

All Applicants must purchase a Kit (optional in ND). Other choices are optional.

**Does not include sales tax or Shipping & Handling.

AUTOSHIP OPTIONS: See instructions for details

- YES**, please sign me up for Stemtech's discount AutoShip program. I understand that Stemtech will automatically send my products selected below once a month and I authorize Stemtech to charge my credit card or debit my check card indicated on this form, for each monthly order. I understand that I may cancel my AutoShip order at any time, sending Stemtech a written request for cancellation. Please indicate below the products and quantities you would like to receive on your AutoShip.

_____ stemrelease3 (CA\$59.95)* _____ DermaStem Advanced (CA\$105.00)*
 _____ StemFlo Advanced (CA\$54.95)* _____ DermaStem Lift Instant Filler (CA\$48.95)
 _____ MigraStem (CA\$44.95)* _____ D-Fuze (CA\$25.00)*
 _____ RCM (CA\$146.00)*

*Plus applicable tax, a CAD\$4 per bottle savings from the Independent Business Partner wholesale single bottle price. I will also receive a discount on Shipping & Handling cost, beginning at US\$2.99 per bottle, and receive FREE shipping when ordering 4-6 bottles on AutoShip (Continental US & AK/HI/PR).

- Start THIS month** **Start NEXT month¹**

Please contact Stemtech if the payment option for AutoShip needs to be different from payment method provided, or include alternate payment info along with this form when faxing.

¹You are only eligible for Prosperity Bonus Program commissions next month when you have an AutoShip order.

OPT IN FOR SMS TEXT MESSAGES:

- YES**, sign me up to receive text messages and important alerts and special offers. By agreeing to the terms and conditions, you agree to subscribe to Stemtech SMS text messaging. (Standard Message and Data Rates May Apply) To unsubscribe, send "STOP" to 63566.

Mobile # _____

I certify that I am of legal age (the age of majority) for the state in which I reside. I understand that I have the right to terminate my Stemtech independent business at any time, with or without reason, by mailing or faxing written notice to the Company at the above address.

 Applicant's Signature Date

 Co-Applicant's Signature Date

APPLICATION INFORMATION

Name		
Social Security or Federal Tax ID/Business No*:		
Company Name		
Co-Applicant's Name:		
Co-Applicant's Social Security or Federal Tax ID No: (if applicable)		
Address:	Ship To: (if different)	
City, State, and Zip Code:	Ship To: (if different)	
Primary Phone:	Secondary Phone:	Fax:
E-mail:		

ENROLLER INFORMATION

Name:	Placement Name: (if different)
ID No:	Placement ID No: (if different)
Address:	
City, State, and Zip Code:	
Phone:	E-mail:

*Assumed Names, Corporations, Partnerships, or Trusts - If your business will be owned by a corporation, partnership or trust, or will be operated under an assumed name (e.g., XYZ Enterprises or John Doe and Associates), you must complete a Business Entity ID Form (available online) and submit it with this Application and Agreement along with your business license or Federal Tax ID letter. By entering my Social Security (or Federal Tax ID/Business) Number on this Application and Agreement, I certify that this number is my correct taxpayer identification number. I have not been a Stemtech Business Partner, or a partner, shareholder, or principal of any entity having a Stemtech business within the past six (6) months.

PAYMENT METHOD: Select one

- Check Card Personal Check Cashier's Check Money Order
 MasterCard Visa American Express Discover

Card #: _____ Exp. Date: _____

Credit Card CVV #: _____ (3 or 4 digit code on the back or front of card)

Cardholder Signature: _____

_____ Please retain this credit card number on file for future ordering (please initial)

- NO**, please do not automatically renew my partnership annually at US\$35.00. I understand that I must manually renew my Stemtech partnership every year.

CALCULATE TOTAL:

Business Partner Price From Above \$CAN _____
Shipping Charge: \$CAN _____
Local Sales Tax (_____ %)(if applicable): \$CAN _____
TOTAL: \$CAN _____

Sales Tax: Local sales tax rates will be charged if applicable. Shipping & Handling Fees: Orders will incur a minimum \$7.50 shipping cost based on weight. Shipping & Handling Volume Discounts are available.

TERMS AND CONDITIONS

1. I understand that as a Stemtech HealthSciences (“Stemtech”) Independent Business Partner (IBP) I have those rights as set forth in the Stemtech Policies and Procedures.

2. I agree to present the Stemtech Marketing and Compensation Plan and Stemtech products and services as set forth in official Stemtech literature.

3. I agree that as a Stemtech IBP I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Stemtech. I agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses.

I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF Stemtech FOR FEDERAL OR STATE TAX PURPOSES.

Stemtech is not responsible for withholding, and shall not withhold or deduct from my bonuses and commissions, if any, FICA, or taxes of any kind.

4. I have carefully read and agree to comply with the Stemtech Policies and Procedures and the Stemtech Marketing and Compensation Plan, both of which are incorporated into and made a part of these Terms and Conditions (these three documents shall be collectively referred to as the “Agreement”). I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Stemtech. I understand that these Terms and Conditions, the Stemtech Policies and Procedures, or the Stemtech Marketing and Compensation Plan may be amended at the sole discretion of Stemtech, and I agree to abide by all such amendments. Notification of amendments shall be issued through reasonable commercial means, including but not limited to any of the following: posting on Stemtech’s website (www.Stemtech.com), e-mail to Business Partners, included in Stemtech periodicals, and/or included in product orders, bonus check mailings, or other special mailings. Amendments shall become effective 30 days after publication. The continuation of my Stemtech business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.

5. The term of this agreement is one year. I understand that unless I have indicated otherwise on the front of this IBP Application and Agreement, the agreement shall automatically renew on the anniversary date and the renewal fee of \$35.00 will be charged to my credit card identified on the front or withheld from my commissions in the anniversary month. If I have elected not to automatically renew the agreement, I understand that I must pay the renewal fee no later than 30 days after the anniversary date in order to renew the agreement. If I fail to annually renew my Stemtech business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a IBP, I shall not be eligible to sell Stemtech products, and I also waive all rights, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Stemtech reserves the right to terminate all Business Partner Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Business Partner may cancel this Agreement at any time, and for any reason, upon written notice to Stemtech at its principal business address.

6. I may not assign any rights or delegate my duties under the agreement without the prior written consent of Stemtech. Any attempt to transfer or assign the agreement without the express written consent of Stemtech renders the agreement voidable at the option of Stemtech and may result in termination of my business.

7. I understand that if I fail to comply with the terms of the Agreement, or if I engage in any conduct which is deceptive, fraudulent, unethical, or that may, in Stemtech’s sole discretion, damage Stemtech’s reputation, Stemtech may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.

8. Stemtech, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as “affiliates”), shall not be liable for, and I release Stemtech and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Stemtech and its affiliates from all liability arising from or relating to the promotion or operation of my Stemtech business and any activities related to it (including but not limited to, the presentation of Stemtech products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Stemtech for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.

9. The Agreement, in its current form and as amended by Stemtech at its discretion, constitutes the entire contract between Stemtech and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

10. Any waiver by Stemtech of any breach of the Agreement must be in writing and assigned by an authorized officer of Stemtech. Waiver by Stemtech of any breach of the Agreement shall not operate or be construed as a waiver of any subsequent breach.

11. 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.

NOTICE OF RIGHT TO CANCEL

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date indicated on the front of the Application (5 business days for Alaska residents). If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller’s expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Stemtech Canada 3675 Blvd. Cité des Jeunes Vaudreuil-Dorion PQ J7V 8P2NO LATER THAN MIDNIGHT of the third business day following the date set forth above.

I HEREBY CANCEL THIS TRANSACTION.

Buyer’s Signature _____ Date _____

INDEPENDENT BUSINESS PARTNER APPLICATION AND AGREEMENT

Welcome to the Stemtech family! As a new Independent Business Partner, you have many sign-up options. Please review this information with your enroller in order to decide the best options for your business goals. If you have any questions, your enroller will be glad to answer them. You may also contact a friendly Partner Services Representative M-F 8AM to 5PM EST at 450-218-6570.

INDEPENDENT BUSINESS PARTNER OPTIONS

Business Kit - CAD\$40.00*

Includes:

- Register as a Business Partner
- 5 brochures each product: RCM, StemRelease, StemFlo Advanced, Migrastem Advanced, Dermastem Advanced, Dermastem Lift and D-Fuze
- 5 IBP agreement & applications
- Welcome letter
- 3 in 30 income generator flyer
- Why we love Stemtech brochure
- I can do that brochure
- Smart guide flyer
- How I make money with Stemtech
- Smart check list
- Sales receipts.

PLUS Distributor Business Suite:

- Personalized Website
- Retail Shopping Cart
- Access to Back Office (Business Development System) to help you effectively manage and monitor your business and purchase product at wholesale prices.

RCM Wellness System -

OPTION 1 CAD\$279.00

Includes: 1 StemRelease3™, 1 StemFlo™ Advanced, 1 Migrastem™ Advanced.
Also includes Business Kit package and Distributor Business Suite.

Point Value (PV): 250

Bonus Volume (BV): 0

OPTION 2 CAD\$559.00

Includes: 2 StemRelease3, 2 StemFlo Advanced, 2 Migrastem Advanced, 5-unit D-Fuze Pack.
Also includes Business Kit package and Distributor Business Suite.

Point Value (PV): 500

Bonus Volume (BV): 0

CA\$70 Enroller Bonus
CA\$112 Enroller Bonus
CA\$140 Turbo TeamBuilder Bonus
CA\$56/\$70 Matching Bonus
(bonus are for option 2 only)

TEAMBUILDER

The TeamBuilder Pack† - CAD\$399.00* (CA\$600.00 + value)

Includes: 1 stemrelease3, 1 StemFlo Advanced, 1 MigraStem Advanced, 1 DermaStem® Renewal Serum, 1 D-Fuze™

Also includes Business Kit and Distributor Business Suite.

Point Value (PV): 300

Bonus Volume (BV): 0

CA\$70 Enroller Bonus
CA\$112 Enroller Bonus
CA\$140 Turbo TeamBuilder Bonus
CA\$56/\$70 Matching Bonus

The TeamBuilder Pack "Classic"† - CAD\$419.00* (US\$680.00 + value)

Includes: 5 stemrelease3 and 1 D-Fuze

Also includes Business Kit package and Distributor Business Suite.

Point Value (PV): 300

Bonus Volume (BV): 0

ProRetailer Pack - CA\$2800.00* (US\$4525.00 + value)

Choose either:

StemRelease3 (60 bottles of StemRelease3) or

Multipack (20 bottles Stemrelease3, 20 bottles StemFlo Advanced & 20 bottles MigraStem Advanced)

Also includes Business Kit package and Distributor Business Suite.

Point Value (PV): 2500

Bonus Volume (BV): 0

CA\$210 Enroller Bonus
CA\$420 TeamBuilder Bonus
CA\$210 Matching Bonus

Leadership Pack - US\$4000.00* (US\$6950.00 + value)

Choose either:

stemrelease3 (81 bottles StemRelease3) or

Combo (41 bottles StemRelease3 and 40 bottles StemFlo Advanced) or

RCM (30 bottles StemRelease3, 30 bottles StemFlo Advanced and 30 bottles Migrastem Advanced)

Also includes Business Kit package and Distributor Business Suite.

Point Value (PV): 5000 - advances you to Director

Bonus Volume (BV): 0

CA\$280 Enroller Bonus
CA\$560 TeamBuilder Bonus
CA\$280 Matching Bonus

†TeamBuilder Conditions: TeamBuilder Pack offer available only at time of sign up. Enroller must have a personal AutoShip or personal VIP Customer AutoShip to qualify to receive TeamBuilder bonuses. New enrollees may be "placed" under a downline Independent Business Partner. The Enroller retains the TeamBuilder Enroller Bonus.

MONTHLY AUTOSHIP PROGRAM

Enjoy the convenience of getting stemrelease3™, StemFlo™ Advanced, MigraStem™, RCM, DermaStem® Advanced, DermaLift, OraStem and D-Fuze delivered to your door automatically every month by joining the AutoShip program. You can elect to start receiving your AutoShip order the month you enroll or to start the following month. By joining the AutoShip program, you also receive the following benefits:

- Convenient ordering at the best pricing and best shipping rates
- Keeps you eligible for TeamBuilder bonuses
- Volume points count towards advancement and qualification in the Lifestyle Leadership Bonus Program

To enroll, simply:

1. Check the "Yes, sign me up" box in the AutoShip selection
2. Fill in how many bottles of what product a month you wish to receive
(Note: You receive a discount on shipping costs and receive FREE shipping when ordering 4-6 bottles on AutoShip. If ordering 7-12 bottles on AutoShip, shipping begins at US\$2.00 per bottle).
3. Select to have your AutoShip begin this month or next month (Note: You are only eligible for Prosperity Bonus Program commissions in months that you or a Personally Enrolled Retail Customer have an AutoShip order).

Price List / Order Form A

Name _____ ID Number _____ Company Name _____ Date _____

Please complete forms A and B, place the Subtotal A on form B and complete the purchase information on form C.

Item Code	Description	Retail Price/ Value	Wholesale Price	Quantity	Total	PV	BV	Tax
1010rCA	stemrelease3™ Single	\$77.95	\$63.95			40	54.95	On Retail
10104aCA	stemrelease3 Single ASP	\$63.95	\$59.95			50	54.95	On Wholesale
10104c06CA	stemrelease3 Case (6)	\$383.70	\$359.70			240	329.70	On Retail
10203rCA	StemFlo® Advanced Single	\$72.95	\$58.95			40	49.95	On Retail
10203aCA	StemFlo Advanced Single ASP	\$58.95	\$54.95			50	49.95	On Wholesale
10203c06ca	StemFlo Advanced Case (6)	\$353.70	\$329.70			240	299.70	On Retail
10303rCA	MigraStem™ Single	\$62.95	\$49.95			40	39.95	On Retail
10303aCA	MigraStem ASP	\$49.95	\$44.95			50	39.95	On Wholesale
10303c06CA	MigraStem Case (6)	\$299.70	\$269.70			240	239.70	On Retail
51602rCA	RCMWellness System	\$171.00	\$157.00			150	130	On Retail
51602aCA	RCMWellness System ASP	\$153.00	\$146.00			200	130	On Wholesale
30102rCA	DermaStem® Advanced Renewal Serum Single	\$143.00	\$110.00			80	99	On Retail
30302aCA	DermaStem Advanced Renewal Serum Single ASP	\$110.00	\$105.00			100	99	On Wholesale
30102c04CA	DermaStem Advanced Renewal Serum Case (4)	\$660.00	\$420.00			320	376.00	On Wholesale
30201rCA	Derma Stem Lift (2 pack)	\$64.95	\$52.95			40	45.95	On Retail
30201aCA	Derma Stem Lift ASP (2 pack)	\$52.95	\$48.95			50	45.95	On Wholesale
ECO7001EN	D-Fuze Single (1)	\$40.00	\$30.00			20	20	On Retail
ECO7001aEN	D-Fuze Single ASP	\$30.00	\$25.00			25	20	On Wholesale
ECO7005EN	D-Fuze 5 Pack (5)	\$145.00	\$120.00			100	100	On Wholesale
59511rCA	Combo Case (3)(3)	\$359.70	\$322.35			240	380.70	On Retail
51002sCA000	Junior Teambuilder Pack Release	\$450.00	\$120.00			100	0	On Wholesale
51604sCA000	RCM Wellness Pack	\$500.00	\$279.00			250	0	On Wholesale
516054sCA000	RCM Wellness Pack	\$750.00	\$559.00			500	0	On Wholesale
51524sCA000	TeamBuilder Pack (1)(1)(1)(1)(1) - English	\$600.00	\$399.00			300	0	On Wholesale
51502sCA000	TeamBuilder Pack“Classic“(5) (1)	\$680.00	\$419.00			300	0	On Wholesale
52013sCA000	Leadership Team Builder Pack Stemrelease3 English (3)(3)(3)	\$1250.00	\$1095.00			1000	0	On Wholesale
53018sCA000	ProRetailer stemrelease3Pack (60) - English	\$5125.00	\$2800.00			2500	0	On Retail
53024sCA000	RCM ProRetailer Pack (20)(20)(20) - English	\$4525.00	\$2800.00			2500	0	On Retail
52501sCA000	Leadership Pack stemrelease3 (81) - English	\$6250.00	\$4000.00			5000	0	On Retail
52504sCA000	Leadership Combo Pack (41)(40) - English	\$4225.00	\$4000.00			5000	0	On Retail
53024sCA000	Leadership RCM Pack (30)(30)(30) -English	\$4225.00	\$2800.00			5000	0	On Retail
90105c20CA000	Stemrelease3 Adv Brochure- Eng (20)	N/A	\$5.00			0	0	On Wholesale
90203c20CA000	Stemflo Advanced Brochure (20)	N/A	\$5.00			0	0	On Wholesale
90303c20ca000	MigraStem Advanced Brochure - English (20)	N/A	\$5.00			0	0	On Wholesale
93401c20CA000	RCM Brochure - English (20)	N/A	\$5.00			0	0	On Wholesale
90702c20CA000	DermaStem® Advanced Serum Brochure - English (20)	N/A	\$5.00			0	0	On Wholesale
90801c15CA000	DermaStem Lift Instant Filler Brochure - English (20)	N/A	\$5.00			0	0	On Wholesale
ECO5001EN-10	D-Fuze Brochure - English (20)	N/A	\$5.00			0	0	On Wholesale
2100CA	Retail Sales Receipt Book	N/A	\$5.00			0	0	On Wholesale
5000	Business Partner Business Suite	N/A	\$129.00			0	0	On Wholesale

Subtotal A

Copy to Subtotal A box on form B

Price List / Order Form B

Name _____ ID Number _____ Company Name _____ Date _____

Please complete forms A, B and C, place the Subtotal A, Subtotal B and Subtotal C in the coinciding Subtotal box on form D and complete the purchase information on form D.

Mail Orders:
Stemtech HealthSciences Corp
3675 Blvd. Cité des Jeunes
Vaudreuil-Dorion, Qc. J7V 8P2
Canada

For Faster Service:
Online > www.stemtech.com
Fax Orders > 450-218-6470

Phone Orders > 450-218-6570

	Subtotal A		from Products Form A
Shipping & Handling (CAD\$7.50 min, based on weight)		<input type="checkbox"/>	Please ship 2-day service**
		<input type="checkbox"/>	Please ship overnight service**
		<input type="checkbox"/>	Please ship ground service**
Shipping & Handling Volume Discount \$475.00 - \$999.99 - 30% off \$1000.00 - \$1499.99 - 40% off \$1500.00 - \$1999.99 - 50% off \$2000.00 - 75% off	S & H Volume Discount		
	Sales Tax		Calculate tax on retail where available
	Total		<i>Add all above items together</i>

Ship To: (if different than address on file)

Name _____

Address _____ City/State/Zip _____

Email _____ Phone Number _____

I certify that I have sold or personally utilized 70% of all previously ordered products.

X _____

Signature _____

Payment Method: (Please check one)

Check Money Order Cashier's Check ACH** Other

Visa Master Card Discover Card on file

\$ _____

_____ Total _____

Credit Card Number _____ Expiration Date _____ CVV _____

Cardholder Name (as it appears on card) _____

Signature _____ Date _____

*Yes, please enroll me in the Stemtech AutoShip program (ASP). I understand that Stemtech will send my products once a month and apply my payment method upon shipment.

**Electronic Checking Information, if using a check for AutoShip (attach voided check) ACH will take an additional 14 business days to process.

Bank Name _____ Bank Address _____ Bank Phone _____

Name on Account _____ Account Number _____ Routing Number _____

I authorize Stemtech Corporation to debit my checking account for the amount indicated above.

X _____

Signature _____