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TEA CONNEXIONS

REFUND POLICY

You have 30 days from the date on your "Tea Connexions Membership Application" (hereinafter referred to as the "cancellation period") to obtain a "full refund" from Tea Connexions, a trade name owned by Connexions Trading International Incorporated.

If you cancel your membership within the specified cancellation period then Tea Connexions will refund your full membership cost promptly, courteously, and cheerfully.

The refund policy applies to the Membership cost only, and does not apply to any products or services purchased during the time you are a Member.

Cancellation Procedure

1. Write a letter indicating your intention to cancel your membership. Your letter should contain your name, business name (if applicable), full address, phone number, and reason for canceling (optional, but we would appreciate your input).
2. Fax your letter and Membership Application (make sure you keep this in a safe place as this is your proof of purchase) to 1-306-244-7430, Attention: Membership Cancellation.
3. Mail your letter by registered mail or reliable courier service (FEDEX or UPS) along with the "Original Membership Application" (make a copy for your records) to:

**Tea Connexions
Membership Cancellation
Dept. 176, 8B-3110
Saskatoon, SK S7H 0W2**



TERMS OF MEMBERSHIP

1. Connexions Trading International Incorporated, Trading as Tea Connexions, hereinafter "Company", is a tea distribution Company that markets its products through a Membership Based Buying Group. The Terms and Conditions herein are applicable to all Members of the Buying Group.
2. A Bronze, Silver, Gold, Platinum, Titanium, and Ultimate Member, hereinafter referred to as "Member", unless otherwise stated, has completed a membership application, and has been accepted by the Company as a Member. The Company reserves the right to accept or reject any membership application.
3. Membership in this Buying Group in no way implies any shares of or interest in the Company. Membership is in the Buying Group; Membership does not imply Membership in the Company.
4. Independent Contractor Status: Membership does not and shall not be construed to create any partnership or agency whatsoever as between the Company and the Member. The Member shall not be deemed to be the partner, agent, joint venturer, franchisee, employee or legal representative of the Company to have the ability, right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the Company.
5. Representation of Status: In all cases, any reference the Member makes to him/herself must be clearly set forth as an independent status. For example, if the Member has a business telephone, the telephone may not be listed under the Company's name or in any manner that does not disclose the independent contractor status of the Member.
6. Product: As of the date of this agreement, product means all teas, packaging, marketing materials, and services offered by the Company.
7. Services: The Company agrees to provide the services and benefits specified in the "Tea Connexions Membership Guide."
8. Business Conduct: The Member shall safeguard and promote the reputation of the Buying Group, their products and services. The Member shall refrain from all conduct, which might be harmful to the reputation of the Buying Group or to the marketing of such products or acts inconsistent with the public interest. Further, the Member shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Further, the Member will not engage in such e-mail practices such as spamming, the sending of mass unsolicited e-mails to promote or market the products and services.
9. Indemnity Agreement: The Member agrees to indemnify and hold harmless the Company, its officers, associates, and directors, against any claim, demand, liability, loss, cost, or expense, including, but not limited to attorney's fees, arising or alleged to arise in connection with that Member's activities.
10. Taxation: Members will not be treated as employees, franchisees, joint venturers, partners, employees, or associates with respect to the Social Security Act, Federal Unemployment Act, State Unemployment Acts, or any other federal, state, provincial, or local statute, ordinance, rule, or regulation of any country.
11. Annual Membership Renewal: The annual membership renewal fee of US\$250 is due on the anniversary date of the Member's original application. The Member authorizes the company to automatically debit the card on file for the annual Membership Renewal. If the Member decides to cancel Membership in Tea Connexions, they must give the company 30 days notice.
12. Legal Age: The Member must be of the legal age in the State or Province in which they reside.
13. Legal Compliance: The Member shall comply with all federal, state, provincial and local statutes, regulations, and ordinances concerning the operation of their business. The Member is responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes.

14. **Income Representation:** The Company makes no representation with regard to the income any Member will make. Each Member's financial success depends entirely upon their individual effort, locale, and marketing strategy.
15. **Transferring Membership:** Memberships may not be transferred, sold, or assigned to another entity without prior written consent from the Company. Approved membership transfers are subject to a documentation/transfer fee of US\$2500.
16. **Membership Cancellation:** Members may voluntarily cancel their membership by non-renewal or by sending a NOTARIZED written notice to the Company that they desire to terminate their membership. Voluntary cancellation is effective upon receipt of such notice by the Company at its Corporate Headquarters.
17. **Termination:** If the Member violates the terms of membership then the Company may elect to terminate their membership.
18. **Confidentiality:** The Company will disclose to the Member information pertaining to the Products, Customers, Potential Customers, and Data Processing Reports considered to be confidential, secret, and/or proprietary to the Company. Such information may be disclosed orally, graphically, electronically, by way of sample or specimen otherwise printed or recorded by any means. The Member therefore agrees that all information pertaining to the Product, Pricing, Customers, and the business affairs of the Company shall be deemed to be confidential information unless the Company expressly advises that such information is not confidential. The Member and the Company agree that, but for this agreement of confidentiality and nondisclosure, the Company would not provide the above confidential information to the Member.
19. **Copyrighted Materials:** The Member further agree that all materials, including booklets, brochures, manuals, order forms and/or materials, are copyrighted by the Company. Any and all forms of reproduction, including, but not limited to, graphic, mechanical, electronic, facsimile, photocopy or any other tangible or intangible form are strictly forbidden.
20. **Trade-Marks:** Nothing in this Agreement shall be deemed in any way to constitute any transfer or assignment of the logo, company name "Tea Connexions", or trade-mark to the Member or give the Member any right, title or interest in or to the logo, Tea Connexions name or trade-mark, and the Member acknowledges that all trade-marks, logos, copyrights and all other proprietary marks are and shall remain the exclusive property of the Company.
21. **No Exclusive Territories:** There are no exclusive territories for marketing, recruiting, or distribution purposes, nor shall the Member imply or state that they have an exclusive territory.
22. **Marketing, Pricing, and Distribution Strategy:** The determination of sales and marketing strategies and selling prices for the Products shall be the sole responsibility of the Member.
23. **Advertising:** The Member agrees not to engage in any misleading advertising or claims in respect to the Products or engage in any activities which in the reasonable opinion of the Company may prejudice or bring into disrepute the reputation of the Product, or the Company, and advise the Company promptly of any concerns, claims or notices of adverse experiences in the field concerning the Product.
24. **Shipping and Freight:** The Member agrees to pay all freight and transportation charges covering the movement of the Product from the Companies warehouse facilities to the destination chosen by the Member.
25. **Payment Terms:** The Member agrees that all orders must be pre-paid with VISA, MasterCard, PayPal (AMEX, Discovery, e-checks), Wire Transfer or International Money Orders. Orders must be placed through the online Members area. No orders will be shipped without prior payment. Fraudulent use of a credit card to make a purchase from the Company is cause for the Company to terminate membership and report the fraudulent transaction to local, state, and federal authorities.
26. **Timely Product and Materials Delivery:** If any item is temporarily not available for shipment when the order is processed by the shipping department, the Member will receive a partial order and the backordered item will be shipped as soon as it is available on a first order in, first order out basis.



27. **Damaged Goods:** Goods damaged in transit from the Company's warehouse to the Member's physical custody are the responsibility of the shipping company. A Member who receives damaged goods should follow this procedure:

- Accept delivery.
- Before the driver leaves, document on the delivery receipt the number of boxes which appear to be damaged.
- Save the damaged products or boxes for inspection by the shipping associate.
- Make an appointment with the shipping company to have the damaged goods inspected.
- File a claim with the shipping company.

28. **Quality Control:** The Company will replace any product, within 30 days from date of purchase, for reasons of quality control. Prior written request to the Company is required before an exchange will be made.

29. **Retail Customer Returns:** The Company requires that Members offer a 100% 30-day unconditional money-back guarantee to their retail customers. If a retail customer is dissatisfied with the product for any reason, that customer may return the unused portion of the product to the Member from whom it was purchased, within 30 calendar days from date of purchase, for either a product replacement or a full refund of the purchase price by the Member. The Company will replace the product return to the Member within 10 working days of its receipt if the following conditions are met:

- The unused product is returned to the Company by the Member who originally purchased it from the Company.
- The product must be received by the Company within 30 calendar days from the customer's return of the product to the Member who made the retail sale.
- The return is accompanied by a i) signed statement from the retail customer identifying the reason for the return ii) a copy of the completed original retail sales receipt, and iii) the unused portion of the product is in its original packaging.
- Proper shipping carton (s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested.
- The Company will pay the shipping cost of the replacement product(s).

30. **Price Changes:** The Company may, from time to time, alter or vary any of the prices in respect to any of the Products by giving the Member not less than thirty (30) days notice for such price changes in writing. All orders received for immediate delivery prior to the effective date of the price change shall be honored at the former prices.

31. **Record Keeping:** The Company encourages the Member to keep complete and accurate records of all their business dealings.

32. **Press Inquiries:** Under no circumstances is the Member or other person to speak to the press on behalf of the Company.

33. **Jurisdiction and Venue:** Jurisdiction and venue over any legal action involving these Terms shall be proper only in the provincial and federal courts located in Saskatchewan, and no other court shall have jurisdiction.

34. **Entire Agreement:** This statement of Membership Terms and Conditions is incorporated into the Application and Agreement of Membership and constitutes the entire agreement of the parties regarding their business relationship.

35. **Non-Waiver Provisions:** No failure by the Company to exercise any power under these Membership Terms and Conditions or to insist upon strict compliance by the Member with any obligation or provision herein, and no custom or practice of the parties at variance with these Membership Terms and Conditions, shall constitute a waiver of the Company's right to demand exact compliance with the Membership Terms and Conditions. Waiver by the Company can be effected only in writing by an authorized officer of the Company. The Company's waiver of any particular default by the Member shall not affect or impair the Company's right with respect to any subsequent default, nor shall it affect in any the rights or obligations of the Member. Nor shall any delay or omissions by the Company to exercise any right arising from default affect the Company's rights as to that or any subsequent default.

36. **Amendments:** The Company reserves the right to amend the Membership Terms and Conditions set forth herein, its discounted or suggested retail prices, product availability and formulation, and Sales and Marketing Plan as it deems appropriate. Amendments will be communicated directly to the Member through e-mail or other means. Amendments are effective and binding on the Member as of the date of issuance.

37. Force Majeure: In the event of an inability or failure by the Company to manufacture, supply or ship any of the Products herein by reason of any fire, explosion, war, riot, strike, terrorist act, walk out, labor controversy, flood, shortage of water, power, labor, transportation facilities or necessary materials or supplies, default or failure of carriers, breakdown or in of the loss of production or anticipated production from plant or equipment, act of God or public enemy, and law, act or order of any court, board, government or other authority or competent jurisdiction, or any other direct cause (whether or not of the same character as the foregoing) beyond the reasonable control of the Company, then the Company shall not be liable to the Member during the period and to the extent of such inability or failure. Deliveries omitted in whole or in part while such inability remains in effect shall be canceled.

38. These terms and conditions have been developed to help you build your business legally. All Company terms and conditions were produced to comply with all provincial, state, and federal regulations. They are designed to protect the integrity and legality of the Opportunity is Brewing program for everyone, and not to be a hindrance to you building your tea business.





TEA CONNEXIONS MEMBERSHIP APPLICATION

Yes, I want to participate in the billion dollar tea industry!
Yes, I want to join the Tea Connexions Buying Group and enjoy the privileges and services of membership!
Yes, I read the Membership Guide, Refund Policy, Terms of Membership, Business Case for Tea, Corporate Details, and FAQs.

First Name: _____ Last Name: _____ Address: _____
City: _____ State/Prov: _____ Zip/PC: _____
Phone: _____ Fax: _____ E-Mail: _____
Country: _____ Tax ID: _____

Membership Option (Choose One Membership & Payment Option 1 or 2) All prices in US Currency

- | | | |
|---|---|---|
| <input type="checkbox"/> BRONZE MEMBERSHIP
Rebates and Credits valued at \$3,000
<input type="checkbox"/> Payment Option 1: Pre-pay \$1,950
<input type="checkbox"/> Payment Option 2: Deposit of \$195
Monthly Payment <input type="checkbox"/> \$151 x 12 mos.
<input type="checkbox"/> \$79 x 24 mos. | <input type="checkbox"/> SILVER MEMBERSHIP
Rebates and Credits valued at \$4,000
<input type="checkbox"/> Payment Option 1: Pre-pay \$2,995
<input type="checkbox"/> Payment Option 2: Deposit of \$899
Monthly Payment <input type="checkbox"/> \$180 x 12 mos.
<input type="checkbox"/> \$95 x 24 mos. | <input type="checkbox"/> GOLD MEMBERSHIP
Rebates and Credits valued at \$6,250
<input type="checkbox"/> Payment Option 1: Pre-pay \$4,995
<input type="checkbox"/> Payment Option 2: Deposit of \$1,748
Monthly Payment <input type="checkbox"/> \$279 x 12 mos.
<input type="checkbox"/> \$147 x 24 mos. |
| <input type="checkbox"/> PLATINUM MEMBERSHIP
Rebates and Credits valued at \$10,500
<input type="checkbox"/> Payment Option 1: Pre-pay \$6,995
<input type="checkbox"/> Payment Option 2: Deposit of \$3,148
Monthly Payment <input type="checkbox"/> \$331 x 12 mos.
<input type="checkbox"/> \$174 x 24 mos. | <input type="checkbox"/> TITANIUM MEMBERSHIP
Rebates and Credits valued at \$12,750
<input type="checkbox"/> Payment Option 1: Pre-pay \$7,995
<input type="checkbox"/> Payment Option 2: Deposit of \$3,598
Monthly Payment <input type="checkbox"/> \$378 x 12 mos.
<input type="checkbox"/> \$199 x 24 mos. | <input type="checkbox"/> ULTIMATE MEMBERSHIP
Rebates and Credits valued at \$17,000
<input type="checkbox"/> Payment Option 1: Pre-pay \$9,995
<input type="checkbox"/> Payment Option 2: Deposit of \$4,498
Monthly Payment <input type="checkbox"/> \$473 x 12 mos.
<input type="checkbox"/> \$249 x 24 mos. |

Payment Details (Payable to Connexions Trading International)

- VISA Name as it Appears On Card: _____
- MC Billing Address: _____
- Int'l Money Order Card Number: _____ Expiry: _____ CVV2: (Last 3 or 4 digits on back of card): _____
- Other (Call for details) Signature: _____

Credit Card Authorization

I _____ (fill in name as it appears on card), whose name appears on the VISA/MC above, authorize Tea Connexions, a trade name owned by Connexions Trading International Incorporated, to debit my card in the amount of \$ _____. I further understand that the charge will appear as "Connexions Trading International" on my credit card statement.

Terms of Financing (Payment Option 2 Applicants Only)

- I understand that I am obligated by contractual commitment to make my monthly payments and that failure to do so is a breach of this membership contract. My signature endorsement below is my personal commitment to ensuring that my account is kept up to date and that my payments are made.
- I understand that Tea Connexions gives me the option of paying the monthly payment on the **15th or 30th (circle one)** and that payment instructions will be emailed 7 days prior to the due date of the first payment.
- I understand that if I miss one monthly payment, then my membership will automatically be cancelled. I further understand that if I choose to re-instate my membership, I am obligated to bring my monthly payments up to date PLUS pay a penalty equivalent to 10% of the pre-paid Membership Cost stated on Page 16 of the Tea Connexions Membership Guide.

Terms of Application (All applicants)

- I understand that membership in the Tea Connexions Buying Group is a privilege and subject to membership terms and conditions that have been designed to protect the integrity and legality of this program and not to be a hindrance to me building my tea business.
- I understand that Tea Connexions reserves the right to limit the number of members accepted in the Buying Group. If my application is rejected, for any reason, then Tea Connexions will refund my payment cost promptly, courteously, and cheerfully.
- My signature endorsement below indicates that I have read and clearly understand the REFUND POLICY and clearly understand the TERMS OF MEMBERSHIP.

Signature: _____ Date: _____

To ensure that your membership is accepted, fax your completed membership application to **306-244-7430** or send by reputable courier to:

Tea Connexions-Membership Services, 515-45th St. W., Saskatoon, SK Canada S7L 5Z9.

Tea Connexions cannot be held liable for lost applications sent by regular mail.

Have questions about the application? **Call Membership Services Toll Free 1-877-leaftea (532-3832).**

Tea Connexions is a trade name owned by Connexions Trading International Incorporated.