

Agreement- LOVE MY CLIENTS Program

This Agreement (the "**Agreement**") is entered into by and between:

ConnectsUs Intranet Inc. of 1965 4TH AVE W., Suite 202, VANCOUVER BC, V6J 1M8, ("**ConnectsUs**"); and

You, an active member in good standing with the Canadian Group Insurance Brokers Inc. (CGIB) (the "**Member**"), where the Member has clients to whom the Member provides group insurance or employee benefits services, and where the Member is not an HR Consultant or Competitor as defined in Section 3 and 4 of the ConnectsUs HR™ Toolkit for Small Business - STANDARD LICENSE AGREEMENT, <https://connectsus.com/licenses/small-business> ("**Toolkit Licence Agreement**").

ConnectsUs and the Member are referred to herein individually as "**Party**" or collectively as "**Parties**".

The effective date of this Agreement is the date the Member purchases their most recent Annual Program Fee, (the "**Effective Date**") which covers the period of the subsequent 12 months or until 30 Eligible Users have participated in the Program, whichever comes first (the "**Term**");

WHEREAS, ConnectsUs provides HR products and services for small business and HR consultants, one of which is known as ConnectsUs HR Toolkit for Small Business that entitles the registrant customer ("**ConnectsUs User**") to a one-year subscription that includes:

- Access to a Collection of HR kits and templates supported by an online Resource Center to create or improve HR;
- Access to email, phone or web conference HR Toolkit support;
- Access to all other features outlined on the ConnectsUs HR website; <https://connectsus.com/hr-small-business>;
- An executed Toolkit Licence Agreement by ConnectsUs and the ConnectsUs User.

(together referred to as "**Toolkit**").

WHEREAS, the Parties wish to participate in the ConnectsUs Love Your Clients Program whereby for each Annual Program Fee paid by the Member, ConnectsUs provides free access to the Toolkit to:

- the Member for their own HR needs; and
- up to 30 eligible Member's clients per new or renewed Term for each Annual Program Fee paid, where eligible is defined as Member's clients who are not exempt from participation as defined on the following ConnectsUs web page <https://connectsus.com/tooltips/exempt-clients> ("**Eligible User**");

(the "**Program**")

NOW, THEREFORE, the Parties hereby agree, for and in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, as follows:

1. Under the Program, ConnectsUs shall agree to:
 - 1.1 Accept payment for the Annual Program Fee from the Member to participate in the Program.
 - 1.2 Provide the Member with a unique program code that results in a 100% discount upon registration of the Toolkit by Eligible User (the “**Member Code**”) when entered into the ConnectsUs online store.
 - 1.3 Provide the Member with Toolkit marketing materials for communication to Eligible Users.
 - 1.4 Accept registration to the Toolkit without payment by Eligible Users upon input of the Member Code in the ConnectsUs online store, (“**User Registration**”).
 - 1.4.1 As part of the User Registration, the Eligible User accepts the Toolkit License Agreement.
 - 1.4.2 The Eligible User will be confirmed as a bona-fide Eligible User by either of the following methods:
 - 1.4.2.1 Once an Eligible User completes the User Registration, the registration shall be placed on hold until ConnectsUs receives written email confirmation by the Member that the registrant is a bona-fide Eligible User; or
 - 1.4.2.2 ConnectsUs will provide periodic reports to the Member listing all User Registrations using the Member Code.

 (“**Eligible User Confirmation**”).
 - 1.4.3 Once User Registration is complete, the Eligible User becomes a ConnectsUs User (“**ConnectsUs User**”) and is provided with free access to the Toolkit.
 - 1.5 Advise the Member when 30 Eligible Users have registered as ConnectsUs Users and shall expire the Member Code for use by future Eligible Users until a new Annual Program Fee is paid by the Member to ConnectsUs.
2. Under the Program, the Member shall agree as follows:
 - 2.1 The Member will remain an active member of CGIB in good standing.
 - 2.2 The Member will sign up and pay the current price of the program fee (less promotional discounts if applicable) as indicated on the following ConnectsUs web page:
<https://connectsus.com/partner-programs/CGIB/program-options/love-my-clients>
(the “**Annual Program Fee**”)

- 2.3 The Member accepts the terms and conditions of this Agreement electronically at the time of the Annual Program Fee purchase.
 - 2.4 The Member will share the Member Code with Eligible Users only.
 - 2.5 As indicated in Section 1.4.2, the Member will provide Eligible User Confirmation to ConnectsUs.
 - 2.6 The Member agrees that it shall not claim any title to or right to the Toolkit or its license content. ConnectsUs retains all right, title and interest in and to the Toolkit and its licensed content, as well as any and all tangible and intangible rights, copyrights, moral rights, trademark, trade secret rights, patents, industrial property rights, and all other proprietary rights of every kind, as well as all registrations, applications, renewals, extensions, continuations, divisions, or reissues of the foregoing now or hereafter in force with respect thereto. The obligations of the Member under this Section shall survive the termination of this Agreement.
3. The Member shall agree **not to**:
- 3.1 SHARE THE MEMBER CODE WITH ANYONE WHO IS NOT AN ELIGIBLE USER. SHARING THE MEMBER CODE WITH ANYONE THAT IS NOT AN ELIGIBLE USER IS A SERIOUS BREACH OF THIS AGREEMENT AND WILL RESULT IN IMMEDIATE TERMINATION OF THE PROGRAM AND THIS AGREEMENT, AS WELL AS IMMEDIATE TERMINATION OF ACCESS TO THE TOOLKIT BY ALL CONNECTSUS USERS. NO ANNUAL PROGRAM FEE REFUND OR CREDIT OR ANY OTHER REMEDY WILL BE DUE TO THE MEMBER BY CONNECTSUS IN THIS INSTANCE OF AGREEMENT BREACH.**
 - 3.2 Modify or otherwise create derivative works of the Toolkit and its licensed and proprietary content, except with the express written permission of the CEO of ConnectsUs.
- 4. Term Renewals and Termination**
- 4.1 This Agreement may be terminated by either Party at any time without notice for material breach of this Agreement.
 - 4.2 Subject to Section 4.1, if either Party breaches any provision of this Agreement, the other Party may give written notice to the breaching Party that if the breach is not cured within 30 days of the date of such notice, the Agreement may be terminated. If the non-breaching Party gives such notice and the breach is not cured during such 30-day period, then this Agreement may be terminated by such other Party immediately upon written notice;
 - 4.3 **Program Renewal**
 - 4.3.1 This Agreement may be renewed for successive Terms;
 - 4.3.2 Once the Term of the Program has expired and is renewed by the Member:
 - 4.3.2.1 Payment for the Annual Program Fee shall be due within 5 days after the expiry date of the Program at which time the Program shall be

been deemed cancelled (“**Renewal Deadline**”) and shall be subject to Section 4.5.1.1 through 4.5.1.4;

4.3.2.2 The Parties shall be bound by the latest version of the Agreement and its terms and conditions;

4.3.2.3 The existing Member Code shall continue to be valid;

4.3.2.4 The Toolkit marketing materials shall continue to be valid.

4.4 **CGIB in Good Standing**

4.4.1 Once a Member is no longer an active CGIB member in good standing or does not renew their annual CGIB membership by September 01, the Member shall be deemed an (“**Expired CGIB Member**”) and the following shall come into effect immediately:

4.4.1.1 The Expired CGIB Member shall be subject to Section 4.5.1.1 through 4.5.1.4;

4.4.1.2 The Member Code shall become invalid for future Users even if the Expired CGIB Member has time remaining on their Program and their Program has not yet expired;

4.5 **Program is not Renewed**

4.5.1 Once the Term of the Program has expired and the Member does not renew the Annual Program Fee by the Renewal Deadline:

4.5.1.1 This Agreement terminates;

4.5.1.2 The Member Code will be expired and will no longer be valid and cannot be communicated to or used by Eligible Users or ConnectsUs Users.

4.5.1.3 ConnectsUs Users’ Toolkit subscriptions shall be **permanently cancelled** immediately without the ability to reactivate them in the future.

4.5.1.4 ConnectsUs Users will automatically be notified by the ConnectsUs system that their HR Toolkit subscription has been cancelled and will be invited to sign up with ConnectsUs directly.

4.6 **Renewal after Final Renewal Deadline**

4.6.1 If the Member wishes to renew their Annual Program Fee after the Renewal Deadline:

4.6.1.1 The Member shall sign up as a **new Member** with a new account and as indicated in 4.5.1.3, the Member shall no longer have registered ConnectsUs Users.

4.6.1.2 The Member will receive a new Member Code.

4.6.1.3 The Member shall contact all existing ConnectsUs Users and advise them to re-register for the Program using the new Member Code.

5. General

- 5.1 This Agreement constitutes the complete and exclusive statement of the agreement between the Member and ConnectsUs with respect to the Program and supersedes all proposals, oral or written, and all other communications or agreements between the parties relating to the subject matter of this Agreement.
- 5.2 This Agreement may not be assigned (by operation of law or otherwise), sublicensed or otherwise transferred by the Member, without the express prior written consent of ConnectsUs. This Agreement will be binding on and inure to the benefit of the parties, their successors and permitted assigns.
- 5.3 This Agreement may not be altered, amended or modified except in a writing signed by both parties.
- 5.4 Once this Agreement is executed, any notices required by this Agreement shall be in writing by email.
 - 5.4.1 Emails to the Member from ConnectsUs shall be sent to the email address identified as part of the Program sign up by the Member.
 - 5.4.2 Emails to ConnectsUs by the Member shall be sent to Ariane Laird at alaird@connectsus.com.
 - 5.4.3 Each Party shall reply by email to emailed notices received by the other Party within 5 business days to provide confirmation of receipt. If such confirmation of receipt is not received within 5 business days, the Party shall deliver the notice by signed courier to the other Party's address as follows:
 - 5.4.3.1 To ConnectsUs address shown on page 1 of this Agreement;
 - 5.4.3.2 To the Member's address as identified as part of the Member's Program sign up.
- 5.5 If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance or other rule of law, such term will be deemed reformed or deleted and the remaining provisions will remain in full force and effect.
- 5.6 The invalidity, illegality or unenforceability of any section or provision in this Agreement shall not in any way affect or impair the validity, legality or enforceability of the remainder of the Agreement.
- 5.7 The failure of either Party at any time to require performance by the other party of any provision, or to deliver notice of a default by the other party of any provision, of this Agreement will in no way affect the right to require such performance or deliver such notice of default at any time thereafter, nor will the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.
- 5.8 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

- 5.9 This Agreement shall be governed by the laws of the Province of British Columbia and if legal action is instituted to enforce or interpret this Agreement, each Party shall be responsible for its own costs and legal fees.
- 5.10 The Parties acknowledge that each has been provided with a reasonable opportunity to obtain independent third party advice with respect to the contents, terms, and effects of this Agreement and that each Party has either obtained such advice prior to executing this Agreement or has willingly chosen to execute this Agreement without having obtained such advice; that the Parties sign this Agreement as a free act.
- 5.11 Time and each of the terms and conditions of this Agreement shall be of the essence.
- 5.12 This Agreement may be signed in as many counterparts as may be necessary, or by facsimile, or by other electronic means producing a printed copy – including acceptance of this Agreement by the ConnectsUs online store and check out process, each of which when so executed shall be deemed to be an original, and such counterparts, facsimiles or other electronic copies and acceptance of this Agreement shall together constitute one and the same Agreement.