



**MONAT MOTOR CLUB**  
TERMS & CONDITIONS

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## MONAT MOTOR CLUB

Are you driven? Let Monat drive you! Put your pedal to the metal, hard work has its rewards! Monat values Market Partners who achieve success and maintain consistency and for that, we will reward you. Beginning September 1, 2016, you can begin to qualify for this new Motor Club bonus – earned by you, paid by MONAT! Dare to drive!

### INITIAL QUALIFYING PERIOD

The first step in qualifying for the MONAT Motor Club bonus is to maintain the rank and 'paid-as' status of Market Mentor or higher for three consecutive months. The Motor Club bonus would be paid in the month following the third consecutive month. All Market Partners must complete this initial qualification regardless of when they joined MONAT or when they first achieved the Market Mentor rank. Given this initial qualifying period, December 2016 is the first month in which any Market Partner will receive the MONAT Motor Club bonus.

As an example of how the qualifying period works, if a Market Partner achieves Market Mentor for the first time in September 2016, he or she would need to maintain a paid-as status of MM or higher in October and November (three consecutive months), before receiving the MONAT Motor Club bonus in December, 2016.

### MAINTAINING QUALIFICATION

Following the initial three-month qualifying period, MONAT Market Partners continue to earn the monthly Motor Club bonus by maintaining paid-as Market Mentor or higher status each month.

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## ADVISORY

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**Please be aware of the following important points regarding your participation in the MONAT Motor Club:**

- The contract you execute for the purchase or lease of your vehicle will be between you and the car dealership or financial institution.
- MONAT's obligation under this program is to pay Motor Club bonuses to you based on these Terms & Conditions after you have complied with the requirements set forth herein to begin receiving such sums.
- MONAT will not offer advice to you regarding your ability to honor a lease or financing arrangement or with respect to the term of any such agreement. The sale or lease agreement is between you and the lessor or seller of the vehicle.
- The MONAT Motor Club bonus must be used for the monthly purchase or lease payment of a white Cadillac. Bonus funds in excess of the payment are to be used at the Market Partner's discretion.
- Before you make a final decision regarding your Cadillac purchase or lease, you should understand the details of the program. You must carefully read and review the program guidelines before signing and returning the Acknowledgement Form. This is required prior to participation in this program.

**MONAT highly recommends that you be completely comfortable financially when making the decision to enter into a lease or purchase agreement. In addition to the monthly lease or vehicle loan payments, there will be other costs associated with your purchase. These include, but are not limited to, registration, licensing, insurance, inspection fees, and maintenance. We want you to be completely comfortable with these costs before participating in the program.**



### REWARDS

- Once the Market Partner has completed qualifying with three consecutive months of "paid-as" status at Market Mentor or higher, she or he will receive an official invitation to participate in the MONAT Motor Club and a copy of these Terms & Conditions from MONAT. In order to participate in the program, you must return a signed copy of the Acknowledgement Form to MONAT. Upon receipt of the signed Acknowledgement Form, MONAT will pay to you \$1,500.00 as a down payment toward the purchase or lease of a white Cadillac. The MONAT Motor Club bonus may not be used for an existing leased or purchased car but must be used for a white Cadillac leased or purchased after the qualification requirements have been achieved, no earlier than December 1, 2016, or the month following the date the Market Partner achieved the third consecutive month as a Market Mentor or higher.
- Following the purchase or lease, Market Partners achieving and maintaining their "paid-as" status of Market Mentor or Managing Market Mentor will receive \$500.00 monthly, subject to the requirements herein.
- Market Partners achieving and maintaining a "paid-as" status of Associate Executive Director or Executive Director will receive \$750.00 monthly, subject to the requirements herein.
- Market Partners achieving and maintaining a "paid-as" status of Senior Executive Director will receive \$1,000.00 monthly, subject to the requirements herein.



*Cadillac*®



## VEHICLE

- As indicated above, the vehicle must be leased or purchased after December 1, 2016. The MONAT Motor Club bonus cannot be applied toward an already leased or purchased car.
- Market Partners must provide the MONAT Compliance Department with a copy of the Lease Agreement or Purchase Agreement of the vehicle prior to receiving a monthly Motor Club bonus.
- Work with the car dealership of your choice to locate the white Cadillac you want and agree to the purchase/lease terms directly with them.
- The vehicle must be a white Cadillac (any model) five years old or newer. If the vehicle is pre-owned/used, it must be in like-new condition.
- Aside from the exterior color, there are no restrictions on model or features.
- The term of your participation in the MONAT Motor Club is a maximum of 48 months and MONAT will make no more than 48 monthly Motor Club bonus payments to you under the program. Following the expiration of such term, you may qualify to re-enter the program by purchasing or leasing another vehicle, subject to the terms and conditions of the program as it exists at that time.
- If your lease expires and you do not lease/purchase another vehicle, you will no longer be eligible for the monthly Motor Club bonus. If you lease/purchase another vehicle, you may re-enter the program, subject to the terms and conditions of the program as it exists at that time.



### MARKETING & TESTIMONIALS

When you receive your white Cadillac, you must provide a picture and testimonial to MONAT so that we may feature you in print, web or marketing pieces. Please provide the following:

- Digital picture of you with your white Cadillac sent to: [mycadillac@monatglobal.com](mailto:mycadillac@monatglobal.com)
- Short testimonial about how it feels to receive your new Cadillac.
- Name, Career Rank, City, State/Province



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## GRACE

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- Should a Market Partner not qualify at the "paid-as" status of Market Mentor or Managing Market Mentor after his or her participation in the Motor Club bonus program has begun, the company will pay the Motor Club bonus of \$500.00 for one month of grace.
- Each Market Partner is eligible for two months of grace in a calendar year. They cannot be used in consecutive months. Before the second grace month can be used, the Market Partner must regain a paid-as status of MM or higher.
- Market Partners who have used both grace periods in a calendar year are not required to meet any requalification prior to receiving the Motor Club bonus again. They must simply regain a paid-as status of MM or higher.
- Market Partners receiving \$750.00 per month (AEDs and EDs) who drop below "paid-as" AED will be paid at the \$500.00 rate. Should they drop below "paid-as" Market Mentor status they will have the same grace opportunity described above (twice in a calendar year, non-consecutive).
- Market Partners receiving \$1,000.00 per month (SEDs) who drop below SED "paid-as" status will be paid at the \$750.00 rate if they are "paid-as" ED or AED. Should they drop below "paid-as" AED, they will be paid at the \$500.00 rate. Should they drop below a "paid-as" Market Mentor status, they will have the same grace opportunity described above (twice in a calendar year, non-consecutive).
- Grace payments will only be paid to Market Partners with a paid-as status of MMB or AMM. If lower than MMB, the grace payment will not be made.

## *Important Considerations*

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- You cannot combine efforts with other Market Partners for the benefit of a single membership. You must be "Active" and remain in good standing in accordance with your MONAT Global Market Partner Agreement as well as the MONAT Policies and Procedures, to be eligible to participate in the Motor Club bonus program.
- The participation of any individual in the Motor Club bonus program is solely at his or her own discretion. The contract you execute to lease or purchase your white Cadillac will be between you and the car dealership and/or financial institution. MONAT is not liable for any financial transaction that you enter into in reliance on the Motor Club bonus program.
- All Motor Club bonus program amounts will be paid in U.S. dollars to U.S. Market Partners and Canadian dollars to Canadian Market Partners.
- All amounts paid to a Market Partner as part of the Motor Club bonus program will be included on the Market Partner's 1099 or T4A for each year any Motor Club bonus amounts are paid to the Market Partner and all such amounts will be reported to the Internal Revenue Service or the Canada Revenue Agency. Each Market Partner who participates in the Motor Club bonus program is responsible for all federal, state, provincial and local taxes and fees associated with the vehicle and the bonuses paid-as part of the program.
- By participating, you agree that THE TERMS & CONDITIONS OF THE MONAT MOTOR CLUB ARE SUBJECT TO CHANGE WITHOUT NOTICE TO YOU AND THE MOTOR CLUB BONUS PROGRAM MAY BE TERMINATED AT ANY TIME OR THAT THE AMOUNTS PAID UNDER THE PROGRAM MAY BE CHANGED AT ANY TIME. MONAT DOES NOT GUARANTEE THAT THE AMOUNTS YOU RECEIVE UNDER THE MOTOR CLUB BONUS PROGRAM WILL CONTINUE FOR THE TERM OF YOUR CAR LEASE OR PURCHASE CONTRACT OR ANY SET PERIOD OF TIME WHATSOEVER.
- Should MONAT alter or terminate the Motor Club bonus program, all Market Partners who have entered the program will continue in the program according to the terms they initially agreed to when they first qualified until any conditions outlined below under Termination of Motor Club Bonus Program are met.
- By participating in the Motor Club bonus program, you release MONAT Global and its subsidiary and affiliated entities and their respective, employees, officers, directors, agents, and all others associated with the development and execution of this program ("Released Parties"), from any and against any and all liability and all injury, loss or damage caused or claimed to be caused by your participation in this bonus program and/or the acceptance, awarding, receipt, operation, use or misuse of the vehicle, and you agree that the Released Parties are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion or the award of any bonus in connection with your lease or purchase of any vehicle.
- By participating in the MONAT Motor Club bonus program and by accepting payments from MONAT under the program, you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with this program, shall be resolved by MONAT in its sole discretion and in accordance with your MONAT Global Agreement and Policies and Procedures, as amended from time to time, which are incorporated by reference herein.

## MONAT MOTOR CLUB

### ▼ "IMPORTANT CONSIDERATIONS" CONTINUATION

- Acceptance of the Motor Club bonus constitutes your authorization to MONAT Global to use the your name, photos, image and likeness and personal information for purposes of advertising/trade in any and all media worldwide without further notice or compensation to you, unless prohibited by law.
- By participating in the MONAT Motor Club bonus program, you (i) agree to be bound by these Terms & Conditions, including all eligibility requirements, and (ii) agree to be bound by the decisions of MONAT Global, which are final and binding in all matters relating to this program. Failure to comply with these Terms & Conditions may result in disqualification from this program.

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## TERMINATION OF MOTOR CLUB BONUS PROGRAM

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You will no longer be eligible to receive Motor Club bonuses in the event any of the following circumstances occur:

- 48 months from the date of your entry into the program have elapsed.
- You no longer own or lease the vehicle that you acquired as part of the program.
- You no longer have a loan or lease payment on the vehicle that you acquired as part of the program.
- You fail to adhere to these Terms & Conditions.
- You are no longer an Active Market Partner in good standing.

## ***ACKNOWLEDGMENT***

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The undersigned MONAT Global Independent Market Partner ("Participant") is eligible to participate in the MONAT Motor Club program that is described in the attached MONAT Motor Club Terms & Conditions ("Terms & Conditions"). By signing below, Participant acknowledges that he/she has received, read and agrees to the Terms & Conditions, and further agrees as follows:

1. Participant's purchase or lease of a white Cadillac automobile (in accordance with the Terms & Conditions) is a condition for receiving the Motor Club bonus payments described in the Terms & Conditions. In the event Participant does not purchase or lease a qualifying automobile in accordance with the Terms & Conditions, Participant shall not be entitled to receive the Motor Club bonus payments described in the Terms & Conditions.

2. In the event that Participant does purchase or lease a qualifying automobile, Participant's right to receive Motor Club bonus payments shall automatically terminate:

- a. Upon the termination, for any reason, of Participant's lease or loan agreement;
- b. If Participant no longer owns or leases the qualifying automobile;
- c. 48 months have elapsed from the date that the loan or lease was entered into;
- d. Participant fails to comply with any other requirements described in the Terms & Conditions; or
- e. Participant is no longer an Active Market Partner in good standing.

3. Participant understands that Participant is not obligated to purchase or lease a white Cadillac automobile. If Participant does purchase or lease a qualifying white Cadillac automobile, Participant acknowledges that he/she will, at all times, be personally and solely responsible for the payment to the financial institution for all purchase or lease amounts and/or any other amounts relating to such purchase or lease of the automobile, or any amounts relating to the licensing, registration, insuring, operation, or maintenance of the same. Participant further understands that MONAT Global will not:

- a. Participate in any negotiations regarding Participant's purchase or lease of a qualifying white Cadillac automobile;
- b. Sign (in any capacity whatsoever) the purchase or lease agreement, or any other documents, relating to Participant's purchase or lease of any automobile; or
- c. Be liable in any way whatsoever to any automobile dealer, financial institution, or any other individual or entity for any financial or other obligations relating to Participant's purchase or lease of a qualifying white Cadillac automobile. MONAT Global's only obligation with respect to Participant's purchase or lease of a qualifying automobile will be to pay Participant's bonus directly to Participant in such amounts and for such periods of time as described in the Terms & Conditions.

4. Participant has read and fully understands the Terms & Conditions and further acknowledges that he/she understands and appreciates the consequences of participating in the MONAT Motor Club and this Acknowledgment, and has had the opportunity to consult with his/her legal and tax advisors regarding any questions Participant has with respect to his/her participation in the MONAT Motor Club, the Terms & Conditions, this Acknowledgment and/or the economic, legal and tax consequences of the foregoing.

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_