



## MONAT MOTOR CLUB

### TERMS AND CONDITIONS



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 with this Motor Club bonus – earned by you, paid by MONAT! Dare to drive!

### INITIAL QUALIFYING PERIOD

The first step to qualify for the MONAT Motor Club program is to maintain a “Paid-As” rank of Market Mentor or higher for three consecutive months. Note: All Market Partners must complete this initial qualification period in order to join the MONAT Motor Club.

Example of a qualification:

1. September “Paid-As” MM or above- First qualifying month
2. October “Paid-As” MM or above- Second qualifying month
3. November “Paid-As” MM or above- Third qualifying month (Eligible to participate in the Motor Club in December!)

### QUALIFYING GUIDELINES

- If you have two consecutive months at “Paid-As” status but miss the third month, your qualification period will reset and you will have to restart the three-month qualification period all over again. (Note: this is only during the initial qualification period).
- If you have completed the three-month qualification period and decide not to get a car within your first month of eligibility, you must be “qualified” (i.e., “Paid-As” MM or higher) the month of which the paperwork is submitted.
- The purchase or lease of the vehicle should be made after you receive the official email invitation confirming your Motor Club qualification.

### JOIN THE CLUB

Upon completion of the initial qualifying period you will receive an official email from MONAT inviting you to participate in the MONAT Motor Club Program along with the Terms and Conditions. The following steps are required to successfully join the Club:

1. Obtain your white Cadillac. (Please refer to THE VEHICLE section of this document to view the full requirements.)
2. Send the following documents to [motorclub@monatglobal.com](mailto:motorclub@monatglobal.com)
  - A copy of the Acknowledgment Form signed by you and a witness
  - A copy of the purchase or lease agreement
  - A document from the dealership which indicates the color of the vehicle

After MONAT receives and accepts the signed Acknowledgment Form and the copy of the purchase or lease agreement and has verified that your MONAT Partner Account is in good standing, MONAT will notify you by email that you have successfully completed the process and are part of the MONAT Motor Club.



## MONAT MOTOR CLUB REWARDS

### Qualifying Bonus (Down payment):

MONAT will send you a \$1,500.00 USD/\$1,800 CAD qualifying bonus towards the down payment of your purchase or lease of a white Cadillac.

The MONAT Motor Club bonus may NOT be used for an existing purchased or leased car, but must be used for a white Cadillac purchased or leased after the qualification requirements have been met.

### Monthly Car Program Bonus:

As a part of your monthly commission earnings, we will include a car program bonus based on your "Paid-As" rank for a period of up to 48 months. Payouts are outlined in the chart below:

RANK	MARKET MENTOR	MANAGING MARKET MENTOR	ASSOCIATE EXECUTIVE DIRECTOR	EXECUTIVE DIRECTOR	SENIOR EXECUTIVE DIRECTOR
USD CAR BONUS	\$500	\$500	\$750	\$750	\$1,000
CAD CAR BONUS	\$600	\$600	\$900	\$900	\$1,200

**Note:** Should a Market Partner drop below their qualifying rank for the car program bonus, she or he will be "Paid-As" the rank they were "Paid-As" in the month. For example: if you were "Paid-As" ED in March and then "Paid-As" Managing Market Mentor in April, your April car program bonus would be \$500 (and not \$750). If your "Paid-As" rank drops below Market Mentor for a specific month, you will not receive a MONAT Motor Club bonus for that month.



### GRACE PERIOD

Should you not qualify at the minimum “Paid-As” status of Market Mentor after your acceptance in the Motor Club program, MONAT will pay the Motor Club bonus of \$500 USD/\$600 CAD for a total of two months of grace in a calendar year based on the criteria outlined below:

- Grace months cannot be used consecutively.
- Both grace months will be paid only if the “Paid-As” status is MMB or AMM.
- If your rank drops below that of MMB, the grace payment will not be made, but that month will still count as using one of your two grace months.
- Before the second month of grace can be used you must regain “Paid-As” status of Market Mentor or higher.
- The calendar year starts in January and ends in December.

*Market Partners who have used both grace months in a calendar year are not required to meet any re-qualification prior to receiving the Motor Club bonus again. They must simply regain a “Paid-As” status of Market Mentor or higher.*



### VEHICLE

Upon receiving the Motor Club invitation email, you must work directly with the car dealership of your choice to locate the white Cadillac you choose and agree to purchase or lease. The vehicle must be:

1. A white Cadillac. Aside from the exterior color, there are no restrictions on the model or features.
2. Five years old or newer (at the time of the purchase or lease). If the vehicle is pre-owned/used, it must be in like-new condition.

*The Market Partner must be listed on the Purchase or Lease Agreement as the Buyer/Leasee or Co-Buyer/ Co-Leasee.*

### MARKETING AND TESTIMONIALS

1. 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:

- High resolution digital picture of you with your white Cadillac sent to [motorclub@monatglobal.com](mailto:motorclub@monatglobal.com);
- Short testimonial about how it feels to receive your new *Cadillac*; and
- Name, Market Partner ID number, Rank, City, Country.

2. You acknowledge and agree that all such pictures and testimonials, and all rights, title, and interest become the property of MONAT and that MONAT may use such pictures and testimonials on its website, in print and in other media and that you shall receive no compensation for such use.



### ADVISORY

#### **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.
- Purchasing or leasing a car is a long-term financial decision and should be given serious thought, taking into consideration your overall financial circumstances.
- 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 MONAT Motor Club program**

## *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 **MONAT Motor Club** bonus program.
- The participation of any individual in the **MONAT 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 MONAT Motor Club bonus program.
- All **MONAT 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 **MONAT Motor Club** bonus program will be included on the Market Partner’s 1099 or T4A for each year any MONAT 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 **MONAT 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 MONAT 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 **MONAT 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 **MONAT Motor Club** Bonus Program are met.
- By participating in the **MONAT Motor Club** bonus program, you release **MONAT Global Corp** 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 the **MONAT Motor Club** 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** Market Partner Agreement and **MONAT** Policies and Procedures, as amended from time to time, which are incorporated by reference herein.

## MONAT MOTOR CLUB

### ▼ “Important Considerations” CONTINUATION

- Acceptance of the **MONAT Motor Club** bonus constitutes your authorization to MONAT to use 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.

# ACKNOWLEDGMENT

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 and Conditions** ("Terms and Conditions"). By signing below, *Participant* acknowledges that he/she has received, read and agrees to the **Terms and Conditions**, and further agrees as follows:

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

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

- a. If *Participant* no longer owns or leases the qualifying automobile;
- b. 48 months have elapsed from the date that the loan or lease was entered into;
- c. *Participant* fails to comply with any other requirements described in the **Terms and Conditions**; or
- d. *Participant* is no longer an Active Market Partner in good standing.
- e. Market Partner must notify the Motor Club Support Department of any changes to lease or purchase agreement.

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** 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'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 and Conditions**.

4. You acknowledge and agree that by becoming a Participant in the **Monat Motor Club**, for purposes of **MONAT's Policies and Procedures**, you will remain a "**MONAT Motor Club Member**" even if you later cease to own or lease your white *Cadillac*, and that all **MONAT Policies and Procedures that apply to "MONAT Motor Club Members"** shall continue to apply to you.

5. Participant has read and fully understands the **Terms and 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 and Conditions**, this **Acknowledgment** and/or the economic, legal and tax consequences of the foregoing.

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

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

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