# Agreement

This agreement is made effective the date when You click "Complete Enrollment"

**BFTWFFN:** 

AXISDORADO INCORPORATED ("AXISDORADO")

and

YOU

(the "Participant" or "Distributor")

Use of "You" or "Your" in this Agreement refers to the Participant.

We're excited to have You join an exclusive group of AXISDORADO distributors across Canada, as part of the TELUS Distributor program (the "Program"). These terms and conditions form the agreement between you and AXISDORADO for your involvement in the Program.

#### 1. Participation in Program

- 1.1 Entry into the Program is open to residents of Canada that have reached the age of majority and are living in provinces and territories where such programs are not prohibited by law.
- 1.2 Entry into the Program is at the sole discretion of AXISDORADO. Each Participant must agree to these terms and conditions. If You do not agree with any of these terms and conditions, you may not participate in the Program. AXISDORADO or TELUS may discontinue or make changes to the Program, including the associated requirements and rewards, or this Agreement at the discretion of AXISDORADO or TELUS and without notice.

#### 2. Distributor Benefits

2.1 AXISDORADO may provide commissions, prizes, donations, and sponsorships for successful referrals, such as the installation of new home services and activation of new mobility services. Payments shall be issued on a monthly basis via direct deposit. Failure to provide accurate and

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complete direct deposit information will result in the inability to process payments. Payments will only be made for services that have been installed and/or active on the TELUS network. An installed service is considered active when it has been installed and/or active for a period of at least 7 days.

- 2.2 Payments will be made monthly for commission eligible sales made the preceding month. For greater certainty, an example: sales eligible for a commission made in April will be paid in May.
- 2.3 TELUS employees "team members" (those with a TID) will be paid via the TELUS payroll system. AxisDorado will provide TELUS with a commission report each month for commissions earned. All questions related to taxes, pensions and other benefits will be directed to TELUS
- 2.4 Once You are accepted into the Program, AXISDORADO will issue a distributor code to You. A separate distributor code must be used by each individual to qualify for prizes, donations and sponsorships.
- 2.5 Commissions, prizes, donations, sponsorships and any other benefits offered or provided as a part of this Program are at the sole discretion of AXISDORADO and TELUS. You must accept them as and when they are offered to You. They are not transferable and cannot be exchanged for cash or substitutes. AXISDORADO reserves the right to substitute any compensation or rewards at its sole discretion for any reason.
- 2.6 Please note that consistent with the current CRA administrative policy, any Distributor who earns more than \$500 in commission income in a calendar year will be issued a T4A by AXISDORADO for that calendar year. Distributors in this category will be contacted in January/February to collect the necessary information to issue the T4A. Distributors earning less than \$500 in commission income in a calendar year will not be issued a T4A. All Distributors are responsible for properly reporting all commission income earned in a calendar year in their income tax return as appropriate. Tax matters can be complex and vary according to each personal situation. If you have questions pertaining to your particular circumstances, please seek advice from your tax advisor.

# 3. Participant's Obligations

- 3.1 You agree to review the TELUS approved media kit or other materials provided by TELUS from time to time, and utilize these materials only, without further modification or supplementation and in accordance with TELUS' instruction, to promote TELUS' products and services.
- 3.2 When promoting TELUS' products and services at all times, verbally or in writing, you must (a) involve no fake TELUS branding identities or accounts; and (b) prominently disclose Your affiliation and paid partnership with AXISDORADO and TELUS. Notably, you will prominently disclose Your affiliation with the Program, in close proximity to the endorsement post(s), using a disclosure statement that includes the hashtags #ad, #TELUS\_Partner, #Sponsored and #TELUS\_Distributor before any other hashtags. In the case of videos or Instagram stories, a disclosure statement should be made within the first thirty seconds of the video. All posts will leverage the paid partnership tag, where applicable. If You

have any questions as to whether Your disclosure has been properly made according to the terms of this Agreement, please reach out to Your primary AXISDORADO or TELUS contact for clarification.

- 3.3 Any content published by You mentioning TELUS should be broadly accepted as not offensive and should not include any profanity, violence, racial slurs, derogatory terms, sexual content/innuendo, or other suggestive language.
- 3.4 You affirm that You are familiar with and have a positive view of TELUS and its products/services, and that any statement You make while part of the Program will reflect Your honest views regarding TELUS.
- 3.5 You will not make any statements that disparage or reflect unfavourably on the Program, AXISDORADO or TELUS.

#### 4. Term and Termination

- 4.1 The term of this Agreement commences on the date you agree to this Agreement and continues unless and until earlier terminated as provided under this Agreement (the "Term").
- 4.2 AXISDORADO may at any time, for any reason, terminate this Agreement in whole or in part upon fourteen (14 days prior written notice to the Participant. In the event of any such termination, AXISDORADO will pay to the Participant, subject to the provisions in this Agreement relating to payment, the amounts due to the Participant for referrals satisfactorily performed up to the date of termination, provided that payment of such amounts will constitute the entire liability of AXISDORADO and TELUS and the Participant's sole remedy for such termination.
- 4.3 AXISDORADO may terminate this Agreement immediately if you breach any provisions of this Agreement. A material change in your social media strategy, content or audience numbers may constitute a breach of this Agreement.
- 4.4 Any decisions made by AXISDORADO regarding your participation in the Program, or the Term or termination of your participation are final.

#### 5. Force Majeure

5.1 In no event shall AXISDORADO or TELUS be responsible or liable for any failure or delay in the performance of its obligations hereunder, such as granting of commissions or prizes, arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, government restrictions, disease or pandemic, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware services.

#### 6. Privacy and Data

6.1 AXISDORADO and TELUS will use Your personal information in accordance with AXISDORADO's privacy policy available at https://telusrefer.com/content/docs/PrivacyPolicy2025.pdf

# 7. Representations, Warranties and Covenants

- 7.1 The Participant represents and warrants that it has the requisite power and authority and all necessary rights and authorizations to perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement is not limited or restricted by and does not violate any applicable law, regulation, professional codes of ethics or conduct, contract, or the rights of any third party.
- 7.2 The Participant will comply with all applicable laws (including, without limitation, applicable professional codes of ethics or conduct) in performing its obligations under this Agreement, including identifying and procuring permits, licences, certifications, approvals and inspections required under such laws. If a claim of non-compliance by the Participant with any applicable laws in connection with its performance of this Agreement occurs, the Participant will notify AXISDORADO of such claim within five (5) business days of being advised of such non-compliance.
- 7.3 The Participant represents and warrants it will not collect or disclose any Personal Information of prospective referrals to AXISDORADO under this Agreement. The Participant will be responsible to ensure that it has taken adequate measures to ensure that it does not collect any Personal Information in performing its obligations under this Agreement and does not disclose any Personal Information to AXISDORADO. "Personal Information" means information that is about an identifiable individual, including information that either AXISDORADO or the Participant can associate with, or relate back to, an identifiable individual;
- 7.4 The Participant represents and warrants that is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

#### **8.** Confidentiality

8.1 As a Participant, You may have access to non-public, confidential or proprietary information of AXISDORADO or TELUS, as well as the terms and conditions and the existence of this Agreement is confidential, and provided to You solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by AXISDORADO in writing. Upon AXISDORADO's request, the Participant shall promptly return all documents and other materials received from AXISDORADO and TELUS. AXISDORADO and TELUS shall be entitled to injunctive relief for any violation of this Section. This section shall not apply to information that is already in the public domain.

# 9. Limitation of Liability and Indemnification

9.1 IN NO EVENT SHALL AXISDORADO or TELUS BE LIABLE FOR ANY SPECIAL, INCIDENTAL.CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY CLAIM FOR LOST PROFITS, LOST BUSINESS OR LOST BUSINESS OPPORTUNITIES, EVEN IF AXISDORADO or TELUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If any person makes a claim against AXISDORADO or TELUS in connection with Your participation in the Program, You will indemnify AXISDORADO and TELUS against any loss or expense that AXISDORADO or TELUS may incur, including any judgement made against AXISDORADO or TELUS.

### 10. Use of AXISDORADO and TELUS collateral, logos, and trademarks

- 10.1 "TELUS Logos/Trademarks" means TELUS' corporate name, trade names, trademarks, logos, domain names, or other intellectual property of TELUS.
- "AXISDORADO Logos/Trademarks" means AXISDORADO corporate name, trade names, trademarks, logos, domain names or other intellectual property of AXISDORADO.
- 10.2 Uses of the AXISDORADO Logos/Trademarks and the TELUS Logos/Trademarks shall contain a faithful and accurate reproduction in colour, design and appearance without embellishment and according to the instructions of AXISDORADO and TELUS.
- 10.3 Uses of the AXISDORADO Logos/Trademarks and TELUS Logos/Trademarks shall be strictly pursuant to the guidelines and standards provided by AXISDORADO and TELUS.
- 10.4 Publicity and Announcements. The Participant will not use the name, trade-marks or trade names of AXISDORADO or TELUS or their respective affiliates in any advertising or publicity without AXISDORADO's or TELUS' prior written consent.
- 10.5 You may only use pre-approved creative provided by AXISDORADO or TELUS for promotions and social media posts on any platform. AXISDORADO and TELUS will provide guidelines and suggestions on post copy, and You may add Your own language to the posts in accordance with the AXISDORADO and TELUS guidelines.
- 10.6 You will retain full ownership of social media content that You develop independent of AXISDORADO and TELUS and AXISDORADO and TELUS provided materials. You agree that You will not claim any right, title, or interest in or to any AXISDORADO or TELUS produced materials.
- 10.7 If in AXISDORADO's sole discretion Your post does not align with AXISDORADO or TELUS' brand or values, or AXISDORADO or TELUS does not approve of Your post for any reason, AXISDORADO may request that You remove or modify the post immediately. Failure to comply with such a request can lead to termination from the Program.

10.8 Only to the extent that AXISDORADO or TELUS logos or Trademarks are included in AXISDORADO or TELUS material provided to You for promotion in accordance with this Agreement:

AXISDORADO and TELUS grant You the right to use the AXISDORADO and TELUS Logos/Trademarks provided to You only in accordance with the terms and conditions set out herein. This right is non-exclusive, non-divisible and non-transferable, may not be sub-licensed to any other party, or utilize AXISDORADO's or TELUS' name, Logos/Trademarks as all or part of a trade name; as part of its corporate name, or to create a web address or profile or secure a domain name registration, user or account name, or internet presence of any kind, unless expressly set out herein. Nothing in this Agreement will be construed as an assignment. This right will terminate on the date of termination of this Agreement.

10.9 If, during the Term of this Agreement, any unauthorized use or misuse of the AXISDORADO or TELUS Logos/Trademarks occurs in connection with this Agreement, You will, immediately upon learning of that event, notify AXISDORADO in writing, setting out the facts in reasonable detail. AXISDORADO and TELUS shall have the sole right to determine whether any action should be taken to terminate such unauthorized use or misuse or settle any action, proceeding or claim brought by AXISDORADO or TELUS to terminate such misuse.

10.10 Upon the termination of this Agreement, the licences to use AXISDORADO's and TELUS' trademarks and logos as provided for hereunder will immediately thereafter terminate and You shall as soon as commercially feasible discontinue all uses of the AXISDORADO and TELUS trademarks and logos, and shall no longer operate or do business in any manner or by using any name that might tend to give the general public the impression that You are directly or indirectly, associated, affiliated, licensed by or related to AXISDORADO or TELUS.

#### 11. Relationship of Parties

- 11.1 This Agreement does not make either party an agent or Employee of the other, or create a partnership, joint venture or similar relationship between the parties, and neither party shall have the power to obligate or bind the other party in contract, in tort or otherwise howsoever except as provided in this Agreement.
- 11.2 The Participant is responsible for compliance with all laws and regulations while

participating in the Program, such as but not limited to, compliance with federal and provincial tax laws.

- 12. Mandatory Arbitration and Class Action Waiver
  - 12.1 Except as otherwise provided herein, the parties agree that any controversy, claim or dispute of whatever nature arising between the parties, including but not limited to those arising out of or relating

to this Agreement or the breach thereof ("Disputes"), shall be resolved by binding arbitration as provided herein.

12.2 Except as provided herein, all Disputes shall be submitted for resolution to binding arbitration in the Province or Territory in which You reside, administered by the ADR Chambers pursuant to the then prevailing ADR Chambers Arbitration Rules which are available at: ADR Chambers Arbitration Rules http://adrchambers.com/ca/arbitration/regular-arbitration/arbitration/rules/. Copies of the ADR Chambers' commercial arbitration rules will also be mailed to You upon request to the AXISDORADO (insert email address).

Either party may initiate an arbitration by providing a Notice of Arbitration to the other:

- The notice must provide a description of the dispute and the relief sought to be recovered. A sample of a Notice to Arbitrate can be found at <a href="http://adrchambers.com/ca/arbitration/regular-arbitration/arbitration/rules/">http://adrchambers.com/ca/arbitration/regular-arbitration/arbitration/rules/</a>;
- Three copies of the Notice to Arbitrate plus the appropriate filing fee must also be sent to ADR Chambers, 180 Duncan Mill Road, 4th Floor, Toronto, Ontario M3B 1Z6;
- A copy of the Notice to Arbitrate must be sent to the other party in accordance with the notice provisions hereof.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES (INCLUDING THE RELATED PARTIES) AGREE THAT EACH PARTY MAY ASSERT A CLAIM OR COUNTERCLAIM IN THAT PARTY'S INDIVIDUAL CAPACITY ONLY AND NOT AS A CLAIMANT, PLAINTIFF, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ADR CHAMBERS' RULES, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO HEAR THE PARTIES' DISPUTES ON A CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE BASIS AND, ACCORDINGLY, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES AND MAY NOT OTHERWISE PRESIDE OVER ANY PROCEEDING ON A NON-INDIVIDUAL BASIS EXCEPT WITH THE WRITTEN CONSENT OF ALL PARTIES TO AN ARBITRATION PROCEEDING.

TO THE EXTENT THAT WAIVER OF THE RIGHT TO HAVE ANY CLAIM OR COUNTERCLAIM HEARD ON A REPRESENTATIVE BASIS IS NOT PERMITTED BY LAW, THE PARTIES AGREE THAT SUCH CLAIMS SHALL BE STAYED PENDING THE OUTCOME OF ANY INDIVIDUAL DISPUTES IN ARBITRATION. THE PARTIES FURTHER AGREE THAT IF SUCH A STAY IS LIFTED, UNLESS PROHIBITED BY APPLICABLE LAW, SUCH CLAIMS SHALL BE LITIGATED IN ACCORDANCE WITH THE GOVERNING LAW, JURISDICTION, AND VENUE PROVISIONS HEREIN.

Arbitration Procedures: Notwithstanding the rules of ADR Chambers, the following will apply to all arbitration actions:

- The Parties agree that time is of the essence.
- The Parties will be allotted equal time to present their respective cases, including cross-examinations.

- The decision of the arbitrator will be final and binding on the Parties and may, if necessary, be reduced to a judgment in a court of law. Any motion or action to confirm, vacate, modify, or otherwise enter judgment on the award shall comply with the provisions herein. Further, to the fullest extent allowed by law, any Party seeking to enforce an award of an arbitrator shall submit the award under seal to maintain protections of Confidential Information, and the Parties hereby agree and consent to the filing of such a submission, motion, or order under seal.
- The arbitrator will have no authority to award punitive damages, except where an applicable law or statute expressly require otherwise.
- The arbitrator's award will consist of a written statement stating the disposition of each claim. The
  award will also provide a concise written statement of the essential findings and conclusions on which
  the award is based.
- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.
- The parties specifically waive their rights to trial by jury or by any court except as expressly provided herein.
- The arbitrator shall have complete discretion over the discovery and production process except that the ADR Chambers may not administer any multiple claimant or class arbitration. In this regard, the parties specifically agree that they may bring disputes against the other party only in an individual capacity and not as a class member in any purported class or representative proceeding, including without limitation, any class action or class arbitration. The arbitrator shall not combine or consolidate more than one party's claim without the written consent of all affected parties to an arbitration proceeding. The ADR Chambers may not administer any multiple claimant or class arbitration as the parties specifically agree that the arbitration shall be limited to the resolution only of individual claims.
- The parties agree that the arbitrator is without authority to:
  - i. Award relief in excess of what this agreement provides;
  - ii. Award consequential or punitive damages or any other damages not measured by the prevailing party's actual, direct damages; or
  - iii. Order consolidation or class arbitration, consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
- Each party shall have the right to be represented by a lawyer at the arbitration.
- The decision of the arbitrator shall be final and binding on the parties and such decision may, if necessary, be reduced to a judgment in a court to which the parties have consented to jurisdiction as set forth in the Agreement. This Individual Arbitration Agreement, Dispute Resolution Policy & Class Action Waiver shall survive the cancellation or termination of the Agreement.
- The arbitration will occur within 180 days from the date on which the arbitrator is appointed, and the final hearing will last no more than five business days.
- There will be one arbitrator selected from the roster of ADR Chambers arbitrators, using the ADR Chambers' rules for arbitrator selection.

The arbitrator shall institute discovery consistent with the goals of arbitration. Discovery and disclosure
of information will be conducted under the rules provided by the ADR Chambers to achieve the usual
goals of arbitration, including cost effective and efficient resolution of disputes between parties.

Except as provided herein, the arbitrator shall have the exclusive power to determine and rule upon challenges to the arbitrator's jurisdiction to preside over the Dispute, including any objections with respect to the existence, scope, or validity of this Agreement and/or to the arbitrability of any Dispute. The arbitrator or arbitral panel shall not have the authority to determine whether the arbitration can proceed on behalf of or against a class.

#### 12.3 Protection of Confidential Information:

- With the exception of discussing the claims with bona fide witnesses to the dispute, neither party shall verbally or in writing discuss, publish, or otherwise disseminate the claims, allegations, merits, evidence, positions, pleadings, testimony, rulings, awards, orders, issues, or any other aspect of the dispute to any third party, including but not limited to disclosure on the internet or on any social media or blog platform, prior to, during, or after any phase of the dispute resolution process unless a specific exemption contained in this dispute resolution provision applies. Without limiting the generality of the foregoing, the Parties shall not disclose to third parties:
  - i. The substance of, or basis for, the controversy, dispute or claim;
  - ii. The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
  - iii. The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
  - iv. The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
  - v. The terms or amount of any arbitration award or;
  - vi. The rulings of the arbitrators on the procedural and/or substantive issues involved in the case.
- 12.4 Costs of Arbitration: Each party to the arbitration shall be responsible for its own costs and expenses of arbitration including, without limitation, legal and filing fees.
- 12.5 Temporary Injunctive and Enforcement Relief: Except as provided below, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter has been submitted and determined as provided here, and then only for the enforcement of such arbitration award. Notwithstanding the terms hereof, any Party may apply to a court of competent jurisdiction as necessary to enforce an arbitration award, or to seek a temporary restraining order or temporary or preliminary injunction to ensure that the relief sought in arbitration is not rendered ineffectual during the pendency of, or after the

rendition of, a decision in any arbitration proceeding. You further acknowledge that a breach of the privacy, confidentiality or intellectual provisions hereof would AXISDORADO irreparable harm, the amount and extent of which would be very difficult to estimate or ascertain, and for which AXISDORADO may have no adequate remedy at law. Therefore, You agree that AXISDORADO shall be entitled to obtain preliminary injunctive relief, a temporary restraining order, specific performance, or such other equitable relief as may be required to prevent You from breaching or threatening to breach such provisions and covenants. Furthermore, notwithstanding anything to the contrary herein, to the extent You contest the jurisdiction of any court to preside over claims for a temporary restraining order or temporary or preliminary injunctive relief as described above, the court in which such claim is made shall have exclusive jurisdiction to determine whether it has jurisdiction to preside and rule upon the request for the court to issue a temporary restraining order or temporary or preliminary injunction. The institution of any action shall not constitute a waiver of the right or obligation of any Party to submit any claim seeking relief other than that provided in this paragraph to arbitration.

- 12.6 Class Action Waiver: TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES (INCLUDING THE RELATED PARTIES) AGREE THAT EACH PARTY MAY BRING CLAIMS AND DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.
- 12.7 IN AGREEING TO ARBITRATE ALL CLAIMS HEREUNDER, THE PARTIES HEREBY RECOGNIZE AND AGREE TO WAIVE THE RIGHT TO A TRIAL IN A COURT AND/OR BY A JURY.
- 12.8 NONE OF THE PROVISIONS OF THIS AGREEMENT SHALL OPERATE TO PREVENT ACCESS TO ANY APPLICABLE STATUTORY COMPLAINT OR INVESTIGATION PROCESS.

#### 13. Miscellaneous

- 13.1 Any notice delivered pursuant to this Agreement shall be in writing and be delivered by email to the email address provided by the applicable party for such purpose. Notices to AXISDORADO can be sent to (insert new email address). Notices will be deemed to be received on the business day following the date that the email was sent.
- 13.2 Except as provided herein, and to the fullest extent permitted under applicable law, jurisdiction and venue of any other matter or Dispute not subject to arbitration shall reside exclusively in the Superior Court of the province or territory in which you reside to the exclusion of all other venues and forums and You hereby waive any and all objections to such venue, including personal jurisdiction and forum non-conveniens. Except as provided herein, and to the fullest extent permissible under applicable law, this Agreement is to be construed in accordance with and governed by the laws of the province or territory in which you reside without regard to its choice of law or conflicts of law principles.
- 13.3 In no event will AXISDORADO or TELUS or its representatives be liable for any indirect, consequential, incidental, exemplary, punitive or special damages, or for any loss of profits, business or revenues, or diminution in value, arising out of or related to this Agreement even if AXISDORADO or

TELUS has been advised of the possibility of such damages, and regardless of the form of action. Notwithstanding anything contained herein to the contrary, in no event shall AXISDORADO's or TELUS' aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, breach of warranty, negligence, strict liability, tort, or otherwise, exceed \$20.

- 13.4 This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing.
- 13.5 The Participant may not assign this Agreement, or any of its rights, benefits, warranties or obligations hereunder, in whole or in part, without the prior written consent of AXISDORADO. AXISDORADO may at any time assign this Agreement and its rights, benefits, warranties and obligations hereunder, in whole or in part, to a AXISDORADO affiliate, or to any other entity that acquires all or substantially all of AXISDORADO's assets, without the Participant's consent.
- 13.6 By checking the box below You confirm that You have read and understood this Agreement in its entirety, and Your acceptance of this agreement by checking the box and clicking "I Agree" shall have the same effect as signing this agreement. Entering into this Agreement electronically shall be effective as delivery of an original executed copy of this Agreement.
- 13.7 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 13.8 This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

#### 14. Code of Conduct

14.1 The following Code of Conduct outlines behaviours that are in violation of the Program objectives and values. Engaging in the type of conduct outlined below may constitute a breach of the Agreement, Your immediate termination from the Program, and claw back or cancellation of any commissions or rewards.

The table below provides some examples of unacceptable conduct. This list is not exhaustive, and does not imply that other acts do not fall within the parameters of unacceptable conduct.

Category	Description
Theft/Fraudulent Activity	Misrepresentation of identity including
	giving false name and/or position.

Category	Description
	<ul> <li>Falsification of performance reports, and forms.</li> <li>Theft or misuse of client information</li> <li>Misuse of company assets including inventory or monies.</li> </ul>
Violations of the terms of service	Providing customers with inaccurate information (pricing, promos or similar)
Harassment and Substance Abuse	Personal harassment, verbal threats, physical threats or assault of any kind towards clients. Consumption, possession or under the influence of drugs or alcohol while you are representing AXISDORADO or TELUS.
Sexual Harassment	AXISDORADO and TELUS rely upon the professional integrity of our Distributor team. AXISDORADO believes that standards of professionalism regarding what is acceptable and not acceptable while engaging with customers are necessary. The following list is not exhaustive, and includes examples of serious inappropriate/unprofessional conduct that may be addressed as sexual harassment:
	<ul> <li>Asking a customer out for coffee / dinner</li> <li>Asking a customer about their plans for the evening</li> <li>Attempting to engage with a customer through social media or dating apps</li> <li>Asking a customer if they are married or have a partner</li> <li>Loitering in a customer's home to engage in non-work related small talk, particularly when those actions have the potential to make the customer feel uncomfortable</li> <li>Texting a customer for non-business purposes following a business interaction</li> </ul>

Category	Description
	<ul> <li>Exchanging of messages, or images that violate the Fraternisation section of this document</li> <li>Distributor team members engaging in the above or similar activities will be subject to termination pending the outcome of an investigation.</li> </ul>
Fraternization	Distributor team members are prohibited from engaging in sexual, and/or romantic relationships with AXISDORADO or TELUS customers while representing AXISDORADO or TELUS.
Discriminatory Sales Tactics	We do not condone discriminatory tactics or behaviour that means treating people differently, negatively or adversely because of their race, national or ethnic origin, skin colour, religion, age, sex, gender, gender expression. sexual orientation, marital status, family status, physical or mental disability or other grounds specifically prohibited in the Canadian Human Rights Act or other human rights and anti- discrimination laws that apply to affiliates, subsidiaries or to TELUS.
Insubordination	Unjustified refusal to perform tasks related to the services contemplated herein (justification may include conflict with health & safety standards, etc.).  Intentional non-compliance with directives provided by Support Person.
Client Representation	Diminishing the AXISDORADO or TELUS brand by representing the company in a nonprofessional manner. Uttering slurs or threats to customers either in sight or out of sight.
Privacy	Unauthorized use and disclosure of personal information of our customers, team members, and contractors as well as AXISDORADO or

Category	Description
	TELUS proprietary, confidential and restricted information. Unauthorized modification of personal client or credit information, proactively sharing customer information (includes subscription information, account numbers, pins, billing information, emails, phone numbers).
Intent to Deceive and Repeat Offences	Intent to deceive a client or TELUS for personal gain. Includes a pattern of deceptive behaviour, and not responsive to training and instructions.