



This is an agreement between:

Ellements Financial Group/Ellements Wealth Spa™

And

Ellements Wealth Spa™ Membership & Ellements Financial Group Terms & Conditions

Updated January 18, 2017

Membership Rules and Regulations

- Membership is available to qualifying individuals 18 years of age or older.
- Membership is non-transferable. Ellements Wealth Spa™ Membership can only be used by the individuals to whom they are issued.
- Ellements Financial Group and Ellements Wealth Spa™ reserves the right to refuse membership to any applicant.
- Failure to comply with these conditions and regulations or abuse of your membership privileges may result in your membership being terminated or certain privileges being curtailed.
- Ellements Wealth Spa™ Single Membership fee is \$89 (plus applicable tax) per 24-month period from the date of enrollment. (This price is subject to change without notice for non-members. Your membership fee will not increase once you have secured your membership with Ellements Financial Group for the duration of your 2-year contract.)
- Ellements Wealth Spa™ Couple Membership fee is \$147 (plus applicable tax) per 24-month period from the date of enrollment. (This price is subject to change without notice for non-members. Your membership fee will not increase once you have secured your membership with Ellements Financial Group for the duration of your 2-year contract.)

- Ellements Wealth Spa™ Single Business Membership fee is \$150 (plus applicable tax) per 24-month period from the date of enrollment. (This price is subject to change without notice for non-members. Your membership fee will not increase once you have secured your membership with Ellements Financial Group for the duration of your 2-year contract.)
- All membership fees are subject to appropriate taxes.
- All members must be residents of Alberta, and when physical presence is required the “subscriber” must attend Cochrane or a location mutually agreed upon by the parties.

Privacy Statement

Ellements Financial Group is committed to protecting the privacy of its customers. See our detailed privacy statement at ellementsgroup.com/privacy.

Continuous Service Membership

The subscription is not confirmed until the validation of payment and once the sum is credited to Ellements Financial Group (Also called “Ellements Wealth Spa”). The acceptance of the contract by checking the box during the subscription process has the same value as a handwritten signature. At the same time you complete the subscription process you will be sent a confirmation email recalling the terms and conditions of your subscription and your subscription will then commence. It is recommended that you keep this email and/or print it out. Subscriptions are continuous. This means that once you have become a subscribing member, you accept that your subscription will be automatically renewed from one subscription period to next at the then applicable rate and your credit/debit card will be charged based on the 2-year subscription package (which begins as a 2-year contract, and then month-to-month after the 2-year contract is complete) you have chosen. Charges should be processed within 24 hours after the subscription request has been submitted by you.

Products and Services

Financial Planning: Upon membership, you are eligible to a complete financial review, cash flow plan, investment plan, insurance plan and financial plan. (Approximate Value: \$2000-\$3000)

Tax Preparation and Filing: After 60 days (or 2 months payment), you are entitled to yearly personal tax preparation and filing as defined by your specific membership (single or couple).

Please note that any small business or corporation tax returns can be completed for additional charge. Bookkeeping is available for an extra charge as well.

You will receive a tax receipt for all tax services.

Taxes are completed by a tax professional who may or may not be employed by Ellements Financial Group. You are required to pay your own taxes. Ellements Wealth Spa™ is not

responsible to pay any taxes owing for your personal or corporate tax returns. (Approximate Value for Personal Tax Preparation & Filing: \$150-\$750)

Wills, Enduring Power of Attorney and Personal Directives: You are entitled to a full estate review, update or first time Will, Enduring Power of Attorney or Personal Directive after one full year of membership payments. If annual payment is received you are then eligible for this service immediately. Ellements Wealth Spa™ Membership does not cover probate fees or final estate taxes, final expenses or estate lawyer fees. These services are available at an additional cost.

Wills, Enduring Power of Attorney and Personal Directives are completed by a lawyer governed by the laws of Alberta. This service may or may not be provided in the Ellements Wealth Spa™ offices, and may require an appointment at the lawyer's office. (Approximate Value: \$650 - \$1400)

Lending and Banking Services & General Insurance: You are entitled to our referral partners for access to all lending and banking services at their best rates.

Financial and Legal Questions: You are eligible to ask financial questions or financial legal questions year-round upon membership commencement. (Approximate Value: \$100)

Money Makeover Online Course: You are eligible for access to this online course for the duration of your membership. (Approximate Value: \$997)

Money Makeover Workshops: You are eligible for reduced admission to specific financial workshops provided by Lisa Elle (Lisa Lyttle) and Ellements Group. (Approximate Value Per Workshop: \$100 - \$600)

We offer other products and services for additional fees, please inquire.

Cancellations and Refunds

All first time subscriptions can be cancelled within the first 30 days of subscribing to Ellements Financial Group or Ellements Wealth Spa for a full refund. After the 30 days, you are locked into your 2-year contract and cannot cancel until the 2-years of payments have been completed. All renewals of subscriptions after the 2-year period can be cancelled at any time, and payments are then on a month-to-month basis. There are no refunds for subscription accounts that have been in existence longer than 30 days.

Refunds are not available in respect of subscriptions or renewals of subscriptions for periods of longer than one month.

If you wish to cancel your subscription or subscription renewal and claim a refund you must notify us by end of business (4:00pm MST) within your first 30 days of subscribing, as applicable, by calling our Administration Number at 1-587-577-3553 (Ellements Financial Group Administration is available from 9:00am to 4:00pm MST, Monday to Friday) or by sending an email to admin@ellementsgroup.com and providing the following information:

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Given name and surname
Subscription Type
Email address used when subscribing
Phone number including Area Code
Address

In addition, if cancellation occurs before 2-years, then you shall be responsible for the reimbursement of the expenses of each service that you have received as set out in Schedule "A" to this agreement.

Opting Out of Renewal

If you wish to terminate your subscription at the end of your current 2-Year subscription period you must notify us at least two calendar days before the renewal date by calling our Administration Number at 1-587-577-3553 (Ellements Financial Group Administration is available from 9:00am to 4:00pm MST, Monday to Friday) or by sending an email to admin@ellementsgroup.com and providing the following information:

Given name and surname
Subscription Type
Email address used when subscribing
Phone number including Area Code
Address

Pricing

The price of the Service is expressed in the relevant local currency of the websites (Ellements Financial Group is registered in Canada and therefore charging in Canadian Dollars). Acceptable payment methods will be displayed at the time payment is made. Each monthly membership subscription renewal will be at the price that you were originally charged for that membership subscription when you subscribed unless otherwise stated or there is a change in your subscription price. Subscription prices cannot be changed by Ellements Financial Group at any time, unless Ellements Financial Group provides you with an appropriate 30 day notice of any change in your subscription price prior to the effective date of the new pricing by email or other reasonable means such as a notice on the website or in usual member communications. If you do not wish to continue with your subscription due to the new price, you may opt out of renewal or the 2-Year membership contract.

Communications Between Ellements Financial Group (or Ellements Wealth Spa) and You

We will contact you (via the Websites, electronic mail, physical mail or otherwise) for the purpose of informing you of changes or additions to the Websites or Service, or of any related products and services. You may opt out of commercial advertising and marketing emails at any time by sending an email to admin@ellementsgroup.com. It is your responsibility to read your electronic mail, physical mail, or check our website for updates to your service or products.

Updating Your Name, Email, Address, Phone Number and Other Contact Info

It is your responsibility to notify Ellements Financial Group or Ellements Wealth Spa™ of any material change to your name, email, address, phone number, other contact info, employment, or marital status. We reserve the right to cancel your membership if you have not communicated to us material information we need to be able to help in servicing you. Please email all material information to admin@ellementsgroup.com or call 1-587-577-3553.

Assignment

We reserve the right to assign or transfer our rights and obligations under these Terms to any person who agrees to assume and comply with all the obligations set out in these Terms in circumstances that will not affect your rights or our obligations under these Terms. You must obtain the written consent of Ellements Financial Group to assign or to transfer any of your rights and obligations under these Terms.

Modifications to these Terms and the Service

Ellements Financial Group may modify these Terms (including any of the terms incorporated by reference herein), the Websites, or the Service at any time in order to take account of changes to user preferences, the Internet economy, applicable laws and industry practices, or other reasons. Changes will be posted at the Websites or notified by email, postal mail or otherwise. With respect to any changes to the Terms that involve material adverse changes, such as deteriorated entitlements or higher costs, we will offer subscribers an opportunity to opt out of such changes for the remainder of their paid subscription (with the effect that we continue to apply the previous version of the Terms or allow the subscribers who are opting out to terminate early subject to a pro-rated refund of prepaid fees), if and as required by law. If you do not accept these updated Terms or do not wish to be bound by changes following posted notices you should discontinue use of the Websites and the Service.

Miscellaneous

These Terms and any disputes arising out of or relating to these Terms, the Service or the Websites (including contract, tort, statutory and other claims) shall, to the extent permitted by law, be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

In the event that any portion of these Terms is held to be invalid or unenforceable, the remainder of these Terms shall remain valid and enforceable. We can replace any Term which is not valid and enforceable with a Term of similar meaning which is valid and enforceable.

Any failure by us to enforce any portion of these Terms shall not affect our right to require such performance at any subsequent time, nor shall the waiver by us of any breach by you of any provisions of these Terms be taken to be a waiver of the provision or provisions itself.

You agree to indemnify us against all liabilities, claims and expenses that we incur or suffer as a result of any breach of these Terms by you or otherwise as a result of your unauthorized use of the Websites, any of our trademark materials, advice or products.

Official correspondence must be sent via postal mail to:

Ellements Financial Group

PO Box 754

Cochrane, Alberta

T4C 1A8

These Terms, including any terms, conditions and policies expressly referenced herein, shall constitute the complete understanding and agreement between you and us, and shall supersede and cancel any prior or contemporaneous understandings and agreements, except as expressly provided otherwise by Ellements Financial Group.

Ellements Financial Group and Ellements Wealth Spa™ Privacy Policy

As a valued client we thank you for your confidence in choosing Ellements Wealth Spa™ as your source of advice and products. As our client, you trust us with your personal information. We respect that trust and want you to be aware of our commitment to protect the information you share in the course of doing business with us. This also applies to any information sent to our office by any electronic means.

I, understand that in signing this document, am giving permission to Ellements Financial Group, Ellements Wealth Spa™ and Lisa Elle (Lisa Lyttle) to obtain and keep on file personal information that I have provided. I understand that this personal information, not publicly published about me, may include, but is not limited to:

- a) Any income tax information;
- b) Account statements from other firms, including banks, trust companies or fund companies;
- c) Pension plan information;
- d) Legal documents including wills, trusts, and power of attorney;
- e) Copies of identification including photo identification and banking information;
- f) Social insurance number, birth date, place of employment, income, net worth, and account holdings of your spouse, common-law partner and beneficiaries; and
- g) In cases of completing an insurance application, personal health information.

I understand that Ellements Financial Group or Ellements Wealth Spa™ may use and disclose this information to:

- ▶ Communicate with me in a timely manner and efficient manner;
- ▶ Assess my application for investment, insurance, and other services available to me by your firm;
- ▶ Assess my financial situation and contact me with any other suitable products that she is authorized to sell;
- ▶ Evaluate claims and underwriting risks when required;
- ▶ Detect and prevent fraud;
- ▶ Analyze business results; and
- ▶ Act as required or authorized by law.

I understand that I have the following rights concerning my privacy:

- ▶ I have the right to know why an organization collects, uses or discloses my personal information;
- ▶ I have the right to expect an organization to handle my information reasonable and to not use it for any other purpose than the one to which I consented;
- ▶ I have the right to know who in an organization is responsible for protecting my information;
- ▶ I have the right to expect an organization to protect my information from unauthorized disclosure;

- ▶ I have the right to inspect the information an organization holds about me and make sure it is accurate, complete and current;
- ▶ I have the right to expect and organization to destroy my information when requested or when no longer required for the intended original purpose;
- ▶ I have the right to confidentially complain to an organization about how it handles my information and may escalate my complaint to the Privacy Commissioner of Canada if need be; and
- ▶ I have the right to remove my consent at any time by contacting my advisor in writing.

I understand that my advisor will not:

- ▶ Sell my client information to anyone; and
- ▶ Share my client information with organizations outside of our relationship that would use it to contact me about their own products or services.

If you have any questions regarding our privacy policy, please contact admin@ellementsgroup.com.

OFFICIAL DATE WEALTH SPA™ MEMBERSHIP SUBSCRIPTION COMMENCED ON _____ day of _____, _____.

MEMBERSHIP OPTION SELECTED:

☐ Single Membership (\$89+GST/m) ☐ Couple Membership (\$147+GST/m) ☐ Single Small Business Membership (\$150+GST/m)

By signing below, you agree to all the terms, conditions and privacy policy set out in this document.

Signed at _____ on _____ day of _____, _____.

Client Signature

Witness Signature

Client Print Name

Authorized by Ellements Financial Group

Client Signature

Witness Signature

Client Print Name

Authorized by Ellements Financial Group