

## Sales Affiliate Agreement

This is an application by you, [Affiliate], to enter into a legal agreement, known as the Sales Affiliate Agreement, for you, to be an independent salesperson for the Kyngdom Organizer Co. (the “Company”), (collectively the “Parties”). By submitting this application, you agree to be bound to all of the terms and conditions of the Sales Affiliate Agreement, as set forth below, during the Beta Period.

By submitting this application during the Beta Period, you expressly acknowledge and agree that the terms of the Sales Affiliate Agreement may change in material respects when the next generation of the Affiliate Programs is announced in January 2020, and a new Sales Affiliate Agreement is adopted by the Company.

The Sales Affiliate Agreement (the “Agreement”) contains the complete terms and conditions that will apply to your participation during the Beta Period as a non-exclusive “Sales Affiliate” for the Kyngdom Organizer Co. in exchange for referral commissions which result from Qualified Purchases of Kyngdom Organizer Products and Services.

The Sales Affiliate Agreement is an integrated agreement consisting of several parts, including: (1) the terms and conditions as set forth below in this application; (2) the attachments to this application, including the Affiliate Compensation Plan and Intellectual Property Licensing Agreement; and (3) the Affiliate Policies and Procedures, all of which may be amended by the Company from time to time, possibly without prior notice to you, and without your consent or agreement.

By making this application to be a Sales Affiliate, you represent and warrant that you have read, understand, and agree to always abide by all of the terms and provisions of the Sales Affiliate Agreement as presented for the Beta Period, and that you understand that each and every requirement of the Agreement is important and that the Company would not enter into this Agreement with you if you did not agree to comply with each and every obligation you will have under the Agreement.

You also expressly declare that you understand and acknowledge that the Sales Affiliate Agreement contains the entire agreement between you and the Company and supersedes and replaces any and all prior statements, representations, presentations, forecasts, descriptions of the anticipated Affiliate Programs, promises, negotiations, and/or agreements not expressly contained in the Agreement, regardless of who may have made such statements, representations, descriptions, etc.

### TERMS AND CONDITIONS

**In consideration of the mutual agreements and obligations set forth herein, the Parties agree during the Beta Period as follows:**

#### **1. Definitions of Terms in the Sales Affiliate Agreement**

- a. **“We”, “Our”, “Us”, and “the Company”** mean the Kyngdom Organizer Co.
- b. **“You”, “Your” and “Affiliate”** – mean you individually and any business or entity through which you are applying for participation in the Kyngdom Organizer Sales Affiliate Program, and includes any employee, agent, or representative of Affiliate.
- c. **“Affiliate Compensation Plan”** – means the Company document which addresses the Compensation which an Affiliate may earn, and sets forth the requirements and limitations regarding such compensation, including without limitation the description of an Affiliate’s downline, and how that downline functions.
- d. **“Affiliate Programs”** – means the Sales Affiliate Program, whereby Affiliates become Members of the Kyngdom Organizer Program and are approved to sell KO Products and Services and receive the affiliate benefits set forth in the Policies and Procedures; and the Trainer Affiliate Program, whereby Affiliates in addition to becoming Members and being authorized to sell KO Products and Services are also authorized to coach people in the use of the Kyngdom Organizer and the Five Kyngdoms Philosophy.
- e. **“Affiliate Referral Tracking Link”** – means a link to the Company’s web site which will contain the Affiliate’s unique Referrer ID so as to identify to the Company that the Affiliate is the originating source of a Referred Customer connecting to the Company Website through the Link, and therefore is entitled to a commission for any Qualified Purchases made through the Link by the Referred Customer.
- f. **“Beta Period”** – means the initial start-up period of the Affiliate Programs which runs from the present until December 31, 2019, or until such time as the Company determines the next generation of Affiliate Agreements, Policies and Procedures, Affiliate Compensation Plan and Proprietary Property Licensing Agreement are ready for adoption. The Beta Period will allow for experimentation and further development of the Affiliate Programs and Agreements, Policies and Procedures, etc,
- g. **“Commission(s)”** – means compensation paid to Affiliate by the Company for each Qualified Purchase completed by a Referred Customer in accordance with this Agreement, pursuant to the terms of the Affiliate Compensation Plan.
- h. **“Cornerstone Affiliates”** – means the first One Thousand (1,000) Affiliates (Sales or Training) who register with the Company and initiate their subscriptions during the Beta Period in accordance with the Policies and Procedures, who shall receive as an incentive for being early adopters an additional tier of Commissions for so long as they remain active Affiliates, as established by the Affiliate Compensation Plan and the Policies and Procedures.
- i. **“Products and Services”** – means the Kyngdom Organizer and the online training courses and related products and services which may be available for purchase through KyngdomOrganizer.com.

- j. **“Member”** – means an individual who has joined the Kyngdom Organizer Program in order to purchase a Kyngdom Organizer and other KO Products or Services for personal use and to receive training provided by the Company through a subscription, but has not been authorized to act as an affiliate for the Company and will not receive any Commissions.
- k. **“Policies and Procedures”** – means the official policies and procedures regarding Membership and the Affiliate Programs published by the Company, and are a part of the Sales Affiliate Agreement such that they are binding on you as an Affiliate.
- l. **“Promotional Materials”** – means those marketing materials prepared and approved by the Company to market KO Products and Services which an Affiliate may use to assist Affiliate in presenting the Kyngdom Organizer and any other Products or Services, including any materials regarding the Affiliate Programs.
- m. **“Proprietary Property Licensing Agreement”** – means the Company document which sets forth the permission given to an affiliate to use specific intellectual property belonging to the Company, including without limitation trademarks, copyrighted materials including artwork or written materials, trade dress or colors, and so forth (collectively the “Proprietary Property”), and the limitations on the use thereof. During the Beta Period, and until a formal Licensing Agreement is finalized, all use of any Proprietary Property must be approved on a case-by-case basis as set forth in the Policies and Procedures.
- n. **“Qualified Purchase”** – means a fully consummated sale of KO Products or Services by the Company to a Referred Customer, which is successfully paid in full and meets the criteria set forth in the Policies and Procedures so as to entitle an Affiliate to receive a Commission.
- o. **“Referred Customer”** – means each new and unique customer referred to the Company through the Affiliate’s Referral Tracking Link; and/or each new and unique customer referred by Affiliate to KyngdomOrganizer.com who through any other portal to the KyngdomOrganizer.com website clearly identifies the Affiliate in the designated field (such as a “How did you hear about us?” field), on a properly submitted new customer Registration Form or Order Form.
- p. **“Registration Form”** and **“Order Form”** – means any and all order forms or other signup or acceptance forms submitted by a Referred Customer to the Company in order to make a Qualified Purchase.

## 2. Term of the Sales Affiliate Agreement

The initial Term of this Agreement will be the Beta Period. At the end of the Beta Period Affiliate will be presented a revised Sales Affiliate Agreement by the Company and will have the option of continuing as a Sales Affiliate on such terms as will be in the revised Affiliate

Agreement, provided that active participants in your down lines shall remain in place through the transition.

Subsequent to the Beta Period, the term of each Affiliate Agreement shall expire at the end of the calendar year. To remain active, each Affiliate must meet the requirements set forth in the Policies and Procedures, and must submit an annual renewal application as described in the Policies and Procedures. Failure to renew in a timely manner will result in the automatic expiration of the Affiliate Agreement and the loss of Affiliate's right to continue participating in the Affiliate Program, and will result in the termination of any further Commissions, provided that if the Company adopts a grace period in the Policies and Procedures, Affiliate may renew its Affiliate Agreement upon such terms set forth in the Policies and Procedures.

### **3. Relationship of the Parties – Independent Contractor Status**

Affiliate may consist of an individual, or a company owned by an individual, which company is duly licensed and in good standing in its home state. Kyngdom Organizer Co. is a Utah corporation, and Affiliate hereby expressly agrees that its sole recourse as to any dispute is to the corporate entity itself and not to any of its owners, officers, employees, agents, and so forth, and promises that Affiliate will never attempt to pierce the corporate veil in any dispute so as to reach any of the individuals involved with the Company, but will always look solely to the Company.

Affiliate is a self-employed, independent contractor who is only authorized to refer individual consumers to purchase the products of the Company on a non-exclusive basis. Any published reference to the relationship between Affiliate and the Company shall expressly indicate that Affiliate is an "independent contractor."

Affiliate hereby expressly acknowledges and agrees the Sales Affiliate Agreement does not create an employee/employer relationship, agency relationship, partnership, or joint venture between the Company and Affiliate, and shall not represent Affiliate to be an employee, agent, or representative of the Company, or a purchaser of a franchise or a business opportunity.

Affiliate will use Affiliate's own resources and shall exercise independent judgment as to when and how Affiliate will refer new customers to the Company to purchase KO Products and Services. Affiliate is solely responsible for all decisions made by Affiliate, and all costs incurred by Affiliate, and will assume all entrepreneurial and business risk as an Affiliate (Sales or Trainer).

Affiliate expressly agrees and acknowledges there is no guarantee that there is a market for the products or services of the Company, or any guarantee that an Affiliate will earn or will not lose money as an Affiliate. Affiliate's primary focus must always be the promotion of the products and services of the Company for consumer use; the Company discourages Affiliate from focusing their efforts primarily on sponsoring others as Affiliates.

Affiliate further agrees that it is not entitled to any benefits that the Company may make available to its employees. Affiliate shall not be treated as an employee of the Company for any

purpose, including without limitation, for federal, state or local tax purposes. The Company will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Affiliate's behalf. Affiliate is solely responsible for all income tax returns and payments required to be filed with or made to any tax authority with respect to their activities. The Company will regularly report amounts paid to Affiliate with the IRS and other governmental entities as may be required by law.

Affiliate has no authority to make any representations, or accept any offers or commitments, on behalf of the Company. Affiliate expressly agrees to not make any statement or representation, or publish any information, in any form or manner, that could reasonably be construed as contradicting anything in this Section.

#### **4. Qualifying as a Sales Affiliate**

In order to be a Sales Affiliate, you must personally be a user of the Kyngdom Organizer in order to receive the benefits which come from the Program, as well as to explain such benefits to others.

If your application is accepted, you must also maintain a Sales Affiliate Subscription as set out in the Policies and Procedures. If for any reason your Sales Affiliate Subscription lapses, the Company reserves the right to immediately suspend your affiliation as "inactive," including suspending payment of any Commissions you may otherwise earn during such suspension, until you reinstate your subscription. If for any reason, you cannot, or do not, reinstate your subscription in full within the grace period allowed by the Policies and Procedures, you hereby agree that you forfeit any and all Commissions which would have otherwise been earned during the suspension period, even if you resume your subscription going forward.

You must actively complete all training required by the Company of its Sales Affiliates within the time frames required. If you fail to do so in the time allowed, your affiliation will be suspended until such training is completed within any grace period allowed by the Policies and Procedures. You hereby agree that if you still fail to complete the training within the grace period, your affiliation will be terminated and all Commissions which would have been otherwise earned during the suspension will be forfeited.

You must also maintain and display high moral character, and conduct all of your business affairs honestly. If the Company learns of any failure to do so, you agree the Company may in its sole and absolute judgment, immediately terminate the affiliation. You hereby acknowledge and agree that such misconduct by you will reflect poorly on the Company and its other Affiliates and cause them irreparable harm.

You may not participate in any domestic violence while an Affiliate. The Company has a zero tolerance policy against domestic violence, and may immediately suspend your affiliation and any possible Commissions pending final resolution of any formal charges.

#### **5. Commissions**

Under the Sales Affiliate Program, and in accordance with the terms of this Agreement, in particular the Affiliate Compensation Plan, Affiliate will be paid a referral Commission for each Qualified Purchase by a Referred Customer that is correctly identified by the customer as being referred by Affiliate to KyngdomOrganizer.com, provided:

- a. Each Referred Customer must register in a verifiable manner which, in the Company's sole and absolute judgment, definitively establishes that the Referred Customer was in fact referred directly from Affiliate to KyngdomOrganizer.com under this Agreement. Such verifiable methods are:
  - i. Orders placed by Referred Customers who follow the Affiliate's Referral Tracking Link to KyngdomOrganizer.com; *and/or*
  - ii. Orders placed by Referred Customers who when placing an order clearly identify the Affiliate in the referral source field, (such as a field captioned "How did you hear about us?") on the KyngdomOrganizer.com new client registration form(s) in such a way that the referral can be successfully tracked to Affiliate; *and/or*
  - iii. Prior notification in writing to the Company by Affiliate that a specific organization is being actively referred to KyngdomOrganizer.com by Affiliate, and such organization in fact properly registers, confirms the referral by Affiliate, and completes a Qualified Purchase within 90 days of the Company's receipt of the notification.
- b. Commissions will not be paid to an Affiliate for Qualified Purchase(s) made by customers who originally registered through another Affiliate, or who independently joined the Kyngdom Organizer Program through any of the Company's domains, web sites, partners, subsidiaries, etc., unless the Company has officially assigned that independent customer to Affiliate such that the independent customer becomes a Referred Customer of Affiliate.
- c. In addition to the foregoing, each Referred Customer and each Qualified Purchase must meet the following criteria (the "Criteria") in order to generate Commissions for the Affiliate:
  - i. Each Referred Customer must properly register on KyngdomOrganizer.com by completing and submitting the applicable Registration Form using valid and unique account and billing information; *and*
  - ii. Each Referred Customer must become an active, qualified customer of KyngdomOrganizer.com by making one or more Qualified Purchases, *and*
  - iii. Each Qualified Purchase must have a valid payment, actually received by the Company prior to the date the Commission Fees are processed, without being refunded, canceled, suspended, charged back, or any other reason Company cannot retain such funds; provided that any refund, credit, cancellation,

suspension, chargeback or other reason of non-payment or non-receipt for which a Commission has previously been distributed to Affiliate will be deducted from Affiliate's next Commission distribution; *and*

- iv. Each Referred Customer must be, and remain, in compliance with the Company's Terms of Service and other policies that are active at the time the Commissions are processed.
- d. The Company is not responsible for any third-party fees charged by a bank or other financial institution or financial service provider used to receive Affiliate Commissions. Affiliate must pay such fees as its own expense.
- e. The Company shall not be responsible for any taxes or similar obligation owed by Affiliate arising out of Affiliate's Commissions or Affiliate's participation in the Sales Affiliate Program. Accordingly, the Company shall not withhold any taxes or similar obligations from the Commissions paid to Affiliate. Furthermore, if for any reason the Company is held responsible for such taxes or similar obligations, Affiliate hereby irrevocably agrees to promptly pay such amounts in full within 30 days of notice of the obligation to do so, and any Commissions earned until such amounts are repaid in full will automatically be surrendered by Affiliate to the Company to pay such amounts.
- f. The Company shall be responsible to collect from Referred Customers any sales tax which may be owed for any Qualified Purchases through the Kyngdom Organizer Website, and shall remit such taxes to the appropriate taxing entity. Affiliates may not collect sales tax for any purchases through the website, but shall be responsible to collect and remit to the proper taxing authority any applicable sales tax on any KO Products which Affiliate has purchased and resales to a customer as may be required by law.
- g. Affiliate agrees that he or she has the primary responsibility for tracking their sales to determine the accuracy thereof, and that Affiliate will have one month to review the previous month's Commissions, and any failure by Affiliate to adequately do so will constitute a waiver of mistake(s), and Affiliate will have no claim for any mistake not discovered or reported in time.
- h. Where no Commissions are due and owing when Affiliate becomes obligated to the Company, or in the event of termination of this Agreement or the Affiliate Marketing Program, the Company will bill the Affiliate for the amount of the overpaid Commission(s) or other obligations, which payment shall be due from Affiliate within 30 days of receipt of the bill, and Affiliate promises to make the payment within the 30 days or pay any and all attorney fees and expenses incurred by the Company to recover said funds.
- i. The Company reserves the right to suspend payment of Commissions at any time indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms in this Agreement by the Affiliate or its representative or agents, or by a

Referred Customer(s), until a determination as to whether fraud or other improper activity has occurred. Any Commissions “earned” through fraudulent or other improper means, in the Company’s sole and absolute judgment, shall be forfeited. Any Commissions the Company in its sole and absolute discretion demands returned for fraudulent or other improper activity must be returned within 30 days after written demand, after which time the Company may pursue criminal charges or civil claims as it determines prudent, and Affiliate promises to return such amounts demanded within the 30 days or Affiliate will pay any and all attorney fees and expenses if the Company is forced to sue to recover the funds.

## **6. Assignment and Transfers**

Affiliate may only assign, transfer or delegate its rights, obligations or benefits under this Agreement (Affiliate’s “Interest”), with the prior written consent of the Company, which consent will not be unreasonably withheld subject to any restrictions in the Policies and Procedures. Any approved transfer shall be binding on each of the Parties’ successors and permitted assigns. Affiliate and/or Affiliate’s transferee shall be solely responsible for any taxes or other financial consequences of any transfer.

Transfers shall be requested in the manner set forth in the Policies and Procedures. Affiliate’s Interests may not be divided into parts, so as to require any separate distribution of Commissions, or any additional tracking or administrative burden on the Company, but must always be treated as a single account with a single distribution.

Any attempted assignment, transfer or delegation in violation of these provisions will automatically be null and void ab initio, without the need for the Company to take any action to declare the transfer null and void.

Affiliate may not transfer or lien its Interest, including any interests in any Commissions, to any creditor for any reason. Any assignment or transfer to a creditor of Affiliate’s Interests, whether voluntary or by operation of law (as in the case of any attempted seizure), will automatically terminate this Affiliate Agreement and any right Affiliate may have in any past, present, or future Commissions, inasmuch as any rights and obligations under this Agreement are personal to Affiliate, and depend on Affiliate being actively engaged in the Affiliate Program.

## **7. Affiliate Commitments and Warranties**

Affiliate hereby expressly agrees to:

- a. maintain at all times a high standard of professionalism and honesty, demonstrated in a manner that reflects favorably at all times on the Company, the products and services of the Company, and the other Affiliates;
- b. avoid deceptive, misleading, dishonest, questionable, or unethical practices;

- c. make no representations, warranties, or other statements with respect to the products, services, or any business opportunity that are different from or in addition to those in the Affiliate Agreement and the Promotional Materials, etc.;
- d. not attempt to bind the Company to any agreement, or pursue, waive, or compromise any of the Company's rights (or purport to do any of the foregoing);
- e. periodically review the Policies and Procedures, as amended from time to time and posted on the Company website; and
- f. comply at all times with all applicable laws, regulations, rules, and the Policies and Procedures and accept exclusive liability for any non-compliance.

Affiliate further represents and warrants that:

- g. Affiliate, if it is an entity, is duly organized, validly existing, and in good standing under the laws of the United States and state of Affiliate's origin; and
- h. Affiliate has all requisite power and authority to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement; and
- i. Affiliate agrees to indemnify, defend, and hold harmless the Company together with its Related Parties, namely its owners, officers agents, other Affiliates, members, employees, directors, and so forth, (collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorneys' fees) they may suffer or incur as a result of any and all claims resulting or arising from Affiliate's acts or omissions, as well as those of Affiliate's agents or other representatives. Without limitation of the foregoing, Affiliate shall specifically indemnify the Indemnified Parties against any losses or liabilities they may suffer or incur as a result of Affiliate being deemed an employee, agent, or holding any status other than an independent contractor; and
- j. Affiliate will perform a full investigation, within forty-eight (48) hours of receipt of a request, if either Party receives an inquiry or complaint from a governmental agency (including any third party claims asserted in state or federal courts) relating directly to the CAN-SPAM Act of 2003, the DO NOT CALL REGISTRY provisions, or any similar federal, state, or local marketing and/or telemarketing rules or other statute or regulation; or for providing information that was procured through fraud, identity theft or any illegal or illicit means, to determine the merits of the inquiry or complaint.

## **8. Presenting the Kyngdom Organizer Products and Services**

Affiliate agrees to use only the Promotional Materials approved by the Company when presenting KO Products and Services, and/or the opportunity to become an Affiliate, and to always present the Company accurately in its entirety as described in those Materials and the Affiliate Agreement.

Affiliate expressly agrees to inform any potential Affiliate they introduce to the Affiliate Programs that Qualified Purchases to Referred Customers are a requirement to receiving Commissions, and to instruct potential Affiliates to review the Sales Affiliate Agreement in its entirety, including the most recent version of the Policies and Procedures and the Affiliate Compensation Plan, with due care to obtain a full understanding of the Affiliate Programs before applying to be an Affiliate. Affiliate may not make any representations or claims regarding actual or potential income or earnings not contained in approved Promotional Materials.

Company Promotional Materials and Company business supplies may be available for purchase through the Company website. Affiliate may not use any marketing materials or sales aids other than Company approved marketing materials and business supplies without the advance written approval of the Company. The Company may, in its sole and absolute discretion, change or discontinue any Promotional Materials or Company business supplies at any time, in which event Affiliate agrees to stop using such items unless the Company has given advance written permission to do so.

Affiliate may not market or sell KO Products or Services in retail outlets or other locations open or available to the public, including without limitation trade shows, work fairs, community fairs, conventions, or similar venues, without express written permission from the Company obtained in advance of Affiliate registering for any such event.

Affiliate may not use any form of mass advertising to the public without advance written permission from the Company, provided that Affiliate may market KO Products and Services through Affiliate's direct/personal social media venues, provided all other requirements and limitations in this Agreement are satisfied.

While the Company may refer an Affiliate to third parties who offer products and services that may be helpful to the Affiliate in the building of a business, it is up to Affiliate to decide whether to make any purchase or follow any recommendation, at their own risk, and Affiliate hereby agrees that Company will not be responsible or liable for any negative experience with any third party.

## **9. Affiliate Referral Tracking Link and Web Content**

Affiliate will be assigned a unique Affiliate Referral Tracking Link, which will contain the Affiliate's unique Referrer ID and will thereby identify the Affiliate as the source of the Referred Customers who purchase KO Products and Services through Affiliate.

The Affiliate's use and display of the Promotional Materials on an Affiliate's site shall conform to the following terms, conditions and specifications:

- a. Affiliate may not place, display, or otherwise incorporate the Kyngdom Organizer logos, copy, information, etc. on any web site or other medium that has not been pre-approved by the Company for such use through the Company's Proprietary Property Licensing Agreement, nor may Affiliate on any website or other platform:

- Include “Kyngdom Organizer,” “Kyngdom,” “Tribe of Kyngs,” “Kyngs,” “KO,” “Kyngdom Organizer Training,” “Five Kyngdoms,” “Five Kyngdoms Training,” “KO Training” or variations or misspellings thereof in its domain name(s) which the Company determines in its sole and absolute discretion infringes on its copyrights or trademarks or other intellectual property rights, or may create confusion as to the relationship of the Affiliate’s web site and the Company;
  - Indicate that Affiliate is a Trainer Affiliate of the Company;
  - Shame or bully any person;
  - Promote or contain sexually suggestive or explicit materials, or any morally inappropriate content;
  - Promote or condone violence, in particular domestic violence;
  - Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
  - Promote or condone illegal activities;
  - Incorporate any materials which infringe, or assist others to infringe, on any copyright, trademark or other intellectual property rights or to otherwise violate the law;
  - Contain software downloads that may potentially enable manipulation or diversions of commission from other Affiliates in any of the Company’s Affiliate Programs, or otherwise manipulate or alter the KyngdomOrganizer.com website;
  - Contain any proprietary or confidential information belonging to the Company as may be defined by the Policies and Procedures, or as may be determined on a case by case basis;
  - Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to the Company in its sole and absolute discretion.
- b. In addition, Affiliate may not create or design a web site or web page, or any other social media that Affiliate operates, in a manner which resembles the Kyngdom Organizer or any KO Product or Service, or the KyngdomOrganizer.com website or any other website published by the Company, nor design Affiliate’s website or web page in a manner which, explicitly or impliedly, could lead anyone to believe that Affiliate’s web site is part of the Kyngdom Organizer Co., KyngdomOrganizer.com, or any other Company affiliated website or business. Affiliate shall place appropriate disclaimers on any website as may be required by the Company in its Policies and Procedures.
- c. Affiliate may not place Affiliate’s Referral Tracking Link in newsgroups, message boards, unsolicited e-mails or other types of spam, banner networks, counters, chatrooms, guest books, IRC channels or through similar Internet resources; nor may they cause the Affiliate Referral Tracking Link to appear via any device, program, robot, I-frames, hidden frames, JavaScript popup windows or redirects, or any other similar technology.
- d. The Company reserves the right, at any time, to review Affiliate’s placement and content, and approve or disapprove of the use of Affiliate’s Referral Tracking Link and/or text links, creative graphics, descriptions of the Kyngdom Organizer, KyngdomOrganizer.com or KO Products and Services, Promotional Materials, and so

forth, for compliance with this Agreement, and may require that Affiliate comply with the guidelines provided to Affiliate by the Company. If Affiliate fails or refuses to immediately make the changes that the Company determines in its sole and absolute discretion and judgment are necessary or advisable for the benefit or protection of the Company, the Company reserves the right to terminate this Agreement and Affiliate's participation in the Sales Affiliate Program immediately, and Affiliate will not object to such termination. If Affiliate refuses to remove any materials proprietary to the Company, including without limitation any confidential information as defined in the Policies and Procedures, Affiliate agrees that the Company shall be immediately entitled to a permanent injunction without any showing of irreparable harm, it being hereby conceded by Affiliate that such action is in fact irreparable harm.

## **10. Intellectual and Proprietary Property**

The Company hereby retains all rights, titles, and interests in the KO Products and Services, its Promotional Materials, and in any content, copyright, trademark, design, trade dress or colors, or any other intellectual property (collectively "Proprietary Property") owned by the Company or licensed to the Company. Nothing in this Agreement shall be construed to grant Affiliate any ownership or beneficial interest in the KO Products and Services, or in the Proprietary Property. Any permission to use any Proprietary Property is only granted through the Proprietary Property Licensing Agreement which is a part of the Sales Affiliate Agreement, provided that during the Beta Period permission for use of any Proprietary Property during the Beta Period only may be granted on a case-by-case basis by the Company until the Proprietary Property Licensing Agreement is prepared and adopted by the Company.

Affiliate shall not use or disclose any Confidential Information of the Company except as expressly permitted by the Policies and Procedures.

## **11. Order Processing, and Fulfillment**

All aspects of order processing and fulfillment, including but not limited to sign-up, registration, purchase, fulfillment, cancellation, refunds and payment processing, access, interaction, general inquiries, and customer service and support will be the Company's responsibility once a Qualified Sale occurs. The Company reserves the right, however, in its sole and absolute discretion and judgment, to reject any orders that do not comply with any requirements that the Company may establish from time to time, or on a case by case basis, and may cancel Products or Services without advance notice.

The Company will track the Qualified Purchases generated by the Affiliate and will report this information to Affiliate through monthly Commission Reports issued before distributing monthly Commissions. The Company will provide Affiliate a dashboard through its designated website to allow Affiliate to track and monitor Qualified Purchases.

The Company may delay shipment of the Products or the provision of Services for any reason, including without limitation the following reasons: (1) lack of adequate inventory or trainers, (2) acts of God and other reasons beyond the control of the Company, (3) declining popularity of a given Product or Service. Delivery may also be delayed if Affiliate or Referred Customer

fails to make any required payment or otherwise fails to comply with the Sales Affiliate Agreement. The Company shall not be liable to Affiliate for any lost Commissions due to any delivery delays, regardless of the reason for the delay.

## **12. Company Policies and Procedures, Products and Services, and Pricing**

As part of this Affiliate Agreement, the Company will have formal Policies and Procedures which will set forth in greater detail the administrative terms and conditions of the relationship between the Company and the Affiliates, but it shall be equally binding on the Parties. The Policies and Procedures shall include applicable prices to Affiliate for any Promotional Materials, services, etc.

The Company may at any time revise the Policies and Procedures by posting the amended Policies and Procedures on the Company website, and any changes or additions will be effective immediately upon posting unless otherwise indicated. You are responsible to check the Company website frequently for revisions to the Policies and Procedures.

Company Products and Services pricing and availability may also vary from time to time, and may be changed at any time in the Company's sole and absolute discretion, and Affiliate agrees it does not have any claim or recourse for any lost Commissions as a result of such changes.

Referred Customers who purchase KO Products and Services will be deemed Company Customers, and therefore Company may communicate with Referred Customers without limitation, and may market KO Products and Services directly to Referred Customers, provided that so long as Affiliate remains an active sales affiliate, Affiliate will receive Commissions on future Qualified Purchases by a Referred Customer in accordance with the Affiliate Compensation Plan even if the Company initiates the subsequent Qualified Purchase. Accordingly, all Company policies, terms and conditions, and operating procedures concerning orders and KO Products and Services will apply to those Customers.

Customer refunds and returns of Company Products may be accomplished directly through the Company, as described in the Policies and Procedures. Affiliate acknowledges that the Company offers all Customers a "Customer Satisfaction Guarantee," which includes the right to return any Company Product within 30 days of purchase for a full refund, even if the product is open and not marketable. Affiliate hereby authorizes the Company to adjust and deduct from any Commissions due to Affiliate any Commission previously paid on any KO Products returned under this policy. For further details, refer to the Policies and Procedures.

## **13. Termination**

The Company reserves the absolute right to terminate or suspend the Sales Affiliate Agreement generally, and/or the Sales Affiliate Program itself, at any time and for any reason, in the Company's sole and absolute discretion and judgment, with or without prior notice to Affiliate. Affiliate hereby acknowledges and expressly irrevocably agrees that in the event the Company terminates an Affiliate Program or any provision of the Affiliate Agreement that Affiliate will have no claim against the Company or any of its Related Parties for doing so.

Affiliate may terminate its participation under this Agreement at any time upon written notice to the Company, provided that such termination will not terminate the Affiliate's obligations identified in this Agreement as surviving any termination, including without limitation obligations regarding dispute resolution, duties to not use Proprietary Property or to disclose confidential information, and all similar obligations designed to protect the Company and other Affiliates (which obligations shall survive any termination regardless of cause).

Upon termination of the Agreement at Affiliate's option, the Company may elect in its sole and absolute discretion to withhold Affiliate's final Commissions for a reasonable period of time to ensure that all Qualified Purchases are valid and payment from Referred Customers are successful such that funds are actually received and retained by the Company.

Affiliate hereby recognizes and agrees that this affiliation is at the will of both Parties, and therefore Affiliate irrevocably agrees that the Company has the absolute right to terminate this Agreement, and thereby remove Affiliate from the Sales Affiliate Program, for any reason the Company deems advisable in its sole and absolute discretion and judgment, including without cause.

Upon termination, the Company will, at Affiliate's written request, repurchase from Affiliate the products of the Company that Affiliate purchased for resale within 12 months prior to the date of termination at 90% of the original net cost to Affiliate, less all commissions, rebates, and bonuses paid to Affiliate, or any other affiliate, in connection with such products, and provided that such products are owned by Affiliate and are in Affiliate's possession still in their original packaging, factory sealed, and still in marketable condition. Affiliate is responsible for shipping such products to the Company at Affiliate's own expense.

The Company will not be liable to any Affiliate for damages of any kind as a result of terminating this Affiliate Agreement in accordance with the terms set forth herein, and termination of the Affiliate Agreement will be without prejudice to any other right or remedy of the Company may have under the Affiliate Agreement or applicable law.

#### **14. Dispute Resolution**

Affiliate and Company hereby commit to make every effort in good faith to informally, quickly and fairly resolve any dispute which may arise.

Any claim or dispute arising under or relating to the Affiliate Agreement (whether arising in contract, tort, claim of fraud or fraudulent inducement, or otherwise) that cannot be resolved through internal dispute procedures, as set forth in the Policies and Procedures, or through direct negotiations with the Company, shall be mediated as set forth in the Policies and Procedures, which mediation must take place before any lawsuit may be filed by Affiliate (which lawsuit Affiliate agrees will only be filed in Salt Lake County, Utah since the Parties agree the Affiliate Agreement is entered into in Salt Lake County, Utah). The failure to mediate before filing suit shall be grounds for immediate dismissal.

Affiliate hereby irrevocably agrees that Affiliate will never sue the Company's owners, members, managers, agents, employees and so forth ("Related Parties") and therefore they are intended third party beneficiaries of the Affiliate Agreement for purposes of the provisions of this Affiliate Agreement referring specifically to them, including the agreement to mediate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Affiliate and the Company, and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the parties.

Affiliate hereby expressly and irrevocably agrees to only pursue any possible claim Affiliate may have against the company on a solitary basis, without joining with any other plaintiff, and in particular without ever bringing or participating in a class action lawsuit against the Company or any of the Related Parties, or against any other Affiliate, agreeing specifically to irrevocably waive at the time the application to enter into this Affiliate Agreement is submitted any possible right to participate in any class action in any way, and expressly agrees that any attempted class action shall be automatically dismissed.

#### **15. Disclaimers of any Warranties and Limitation of Liability**

The Company makes no express or implied warranties or representations with respect to the Affiliate Program or any KO Products and Services sold (including, without limitation, NO WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). In addition, the Company makes no representation that the operation of the KyngdomOrganizer.com site will be uninterrupted or error free. The Company will not be liable for the consequences of any interruptions or errors, including the tracking of information about Referred Customers during the period of interruption.

The Company's sole obligation, and Affiliate's sole and exclusive remedy, for breach of any warranty shall be to return any defective products to the Company and receive a replacement or credit as described in the Policies and Procedures. To the maximum extent permitted by applicable law, the Company hereby disclaims all other warranties with respect to the Products and Services of the Company, the Promotional Materials, the Company business supplies, and so forth whether express, implied, or statutory.

**UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO AFFILIATE; AFFILIATE'S CUSTOMERS OR SUBSCRIBERS; NOR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH AFFILIATE, FOR ANY LOSS, LIABILITY, INJURY, OR DAMAGE, OF WHATEVER KIND OR NATURE, RESULTING FROM OR ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, NOW OR IN THE FUTURE, OR ANY MISTAKES, ERRORS, OMISSIONS, DELAYS, LOSSES, OR INTERRUPTIONS IN THE SERVICES ARISING OUT OF OR IN CONNECTION WITH THE KYNGDOMORGANIZER.COM SITE AND/OR KO PRODUCTS AND SERVICES; AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY SHALL IN NO EVENT BE**

LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, LOST PROFITS, LOST OPPORTUNITIES, LOST SAVINGS, LOST DATA, OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES, WHETHER RESULTING FROM BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE. FURTHERMORE, AFFILIATE HEREBY EXPRESSLY AGREES THAT THE TOTAL AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT SHALL NEVER EXCEED THE TOTAL COMMISSIONS PAID TO AFFILIATE UNDER THIS AGREEMENT DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

### **16. Severability and Survivability**

The provisions of this Agreement are severable. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be deemed invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement that can be given effect consistent with the original purpose and intent of the Parties.

Upon termination, regardless of the reason, those terms and conditions hereof designed to protect the Company, or the other Affiliates, shall survive the termination in order to continue to protect the Company.

### **17. No Waivers**

No delay or failure by the Company in exercising any right under this Agreement, nor any partial or single exercise of the Company's rights, nor any failure of the Company to enforce Affiliate's strict performance of any provision of this Agreement, shall constitute a waiver by the Company of that or any other right.

### **18. Governing Law, Jurisdiction and Venue**

The laws of the United States and the State of Utah will govern this Agreement, without reference to rules governing choice of laws. Affiliate hereby expressly acknowledges and agrees that this Agreement is entered into in Utah where Kyngdom Organizer Co. is headquartered, and therefore expressly agrees that any action relating to this Agreement must be brought by Affiliate in the state or federal courts located in Salt Lake County, Utah, and Affiliate hereby irrevocably consents to the jurisdiction and venue of such courts for all disputes and controversies.

### **19. Signatures**

The Parties hereto agree that this Agreement, and any other documents requiring a signature, may be executed using electronic signatures, or via electronic submission, and such signature pages shall be treated as originals for all purposes. This Agreement and any counterparts or addendums may be signed and executed with the same effect as if the signatures upon any

counterpart or addendum were upon the same instrument. All electronically signed counterparts or addendums shall be deemed to be an original.

**20. Full Understanding**

Affiliate hereby expressly declares that he or she has read the Sales Affiliate Agreement in its entirety, including this Application, the Policies and Procedures, the Affiliate Compensation Plan and the Proprietary Property Licensing Agreement, and understands all of the terms and conditions to Affiliate’s satisfaction, and that Affiliate hereby declares Affiliate is ready, willing and able to be bound thereby and to perform Affiliate’s obligations hereunder.

**IN WITNESS THEREOF**, this Agreement, shall be effective as of the date accepted and executed electronically by the Company, Affiliate pays its subscription fees, and the Company provides Affiliate its Referral Tracking Link.

**[Affiliate Name] (“Affiliate”)**

By:

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Kyngdom Organizer Co.**

By:

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date